



**REQUEST FOR PROPOSALS
FOR THE
PURCHASE OF REAL PROPERTY FROM THE
EAST BAY REGIONAL PARK DISTRICT**

(The northerly 7± acre portion of APN 218-090-031, located at
3020 Fostoria Way, Danville, CA 94526)

Proposals Must Be Received No Later Than:

**Friday, August 30, 2019
By 2:00 p.m. PST**

Deliver Proposals To:

Sara Rieck
East Bay Regional Park District
Land Acquisition Department
2950 Peralta Oaks Court
Oakland, California 94605

Key RFP Dates and Deadlines

July 22, 2019	Posting on Park District Website
July 22, 2019	Courtesy Email Notification of RFP Availability
July 31, 2019	RSVP Due by 4:00 p.m. for Non-Mandatory Site Walk
August 7, 2019	Non-Mandatory Site Walk
August 9, 2019	Submit Written Proposal Questions by 2:00 p.m.
August 16, 2019	Response to Proposal Questions Posted on District RFP website by 4:00 p.m.
August 30, 2019	Proposals Due by 2:00 p.m.
October 15, 2019	Tentative Date for Board of Directors' Selection

I. INTRODUCTION AND BACKGROUND

The East Bay Regional Park District (“District”) is issuing this Request for Proposals (“RFP”) seeking proposals from qualified parties (“Respondents”) to purchase approximately seven (7) acres (“the Property”) of the northerly portion of real property known as Contra Costa County APN 218-090-031, located at 3020 Fostoria Way in Danville, California (“the Property”). The Property is part of a 17-acre larger parcel (“the Borel Property”) and is located east of I-680, north of Fostoria Way and west of Camino San Ramon. The Property is more particularly identified below and on the map attached hereto as Exhibit “A.”

The District’s Board of Directors authorized the issuance of this RFP on July 16, 2019. The Borel Property was conveyed to the District as part of the Armand Borel Trust (“Trust”) following Mr. Borel’s death in 2009. The Borel family had farmed the Property for many decades as part of a productive walnut orchard. In accordance with the intent of the Trust, the District plans to create a park on the southern 10± acre portion of the Borel Property memorializing and interpreting the agricultural history of the region. A copy of the Preliminary Concept Plan for the Armand Borel Agricultural Park is attached as Exhibit “B.” In order to restore the Borel homestead, fund the necessary public improvements, help establish an endowment for the park’s operation and maintenance, and extinguish the significant existing liens and other debts against the Borel Property and the Trust, the District plans to sell seven (7) acres to a qualified Respondent pursuant to the conditions set forth in this RFP. The District will assess all proposals and determine the best options to achieve the District’s purposes.

Respondents are encouraged to submit a purchase proposal in accordance with the requirements set forth herein. The District will review all timely submitted proposals from Respondents. Provided the District reaches an agreement with a Respondent, the specific terms and legal



considerations of the sale will be documented in a formal Purchase and Sale Agreement prepared by the District to be entered into by the District and the successful Respondent.

II. THE PROPERTY

The Property consists of approximately seven (7) acres of the northerly portion of real property identified as Contra Costa County APN 218-090-031, located at 3020 Fostoria Way in Danville, California. There is a walnut orchard on the Property and no structures. The eastern boundary of the Property fronts on Camino Ramon, a local collector street. A region-serving commercial center and residential development are located across from the Property on Camino Ramon. A residential neighborhood abuts the northern property boundary, a flood control channel for San Ramon Creek forms the western property boundary, and the ten (10) acres of the Borel Property to be retained by the District for the future Agricultural Park forms the southern boundary. The Property is subject to a Land Conservation Contract dated February 23, 1989 and recorded on February 28, 1989. A notice of non-renewal was recorded by the Trustee of the Trust on February 9, 2012. The Property is zoned P-1 (Planned Unit District). The Town of Danville's General Plan identifies the northern seven (7) acres as suitable for residential use, including five (5) acres of Multifamily-High Density and two (2) acres of Multifamily High/Medium Density.

III. PROPOSAL GUIDELINES

While the intent is to allow Respondents the latitude to draft responses to the RFP which meet their individual needs, the District wishes to provide some general guidelines regarding its objectives for the Purchase and Sale. However, failure to provide information on any specific item listed below will not preclude a proposal from consideration.

1. The proposal should state the total amount Respondent is willing to pay for the Property and how the purchase price will be financed (cash reserves, equity investment, third-party financing etc.).
2. The District prefers a short escrow period and desires to close on the Property in 2019. However, a longer escrow will be evaluated against the purchase price, deposit amounts, interest payments on the unpaid balance during escrow, other financial and timing factors and other terms of the proposal. The proposal should identify the escrow timeframe sought by Respondent, as well as the deposit amounts (of both the initial deposit and subsequent increases on waiver of contingencies or at other milestones), the interest Respondent is willing to pay, and the refundability or non-refundability of the deposit.
3. Respondent may request a "Due Diligence Period" to take any and all actions Respondent deems necessary to investigate and otherwise ensure the Property can be used for Respondent's intended use. Respondent shall identify the due diligence to be conducted and the total number of days required for the Due Diligence Period. The District makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property, the suitability of the Property for Respondent's intended use or the present use of the Property, and specifically disclaims all representations or warranties of any nature concerning



the Property made by District or its employees, agents and representatives. Respondent should not rely on any statement or document provided by the District to assess the viability of the Property, and, therefore, each Respondent must conduct its own independent investigations during the Due Diligence Period to assess the Property.

4. If Respondent requests the option to extend the Due Diligence Period beyond an initial period, it must also identify the additional Good Faith Deposit that will be paid if Respondent exercises the Due Diligence Period extension.
5. Respondent should independently confirm the existing zoning of the Property, and Respondent's proposal should identify the governmental agency reviews, approvals and land use entitlements necessary for its anticipated development and use of the Property, including any rezoning, need for a General Plan Amendment, conditional use permits, and any anticipated environmental review document. Respondent will be solely responsible for obtaining any and all necessary land use approvals and entitlements for Respondent's intended development and use of the Property.
6. During any Due Diligence Period, Respondent will be provided with reasonable access to the Property for the purposes of examining, inspecting and investigating the Property, including conducting tests and surveys, reviewing the Property's surface and subsurface soils, drainage, seismic and other geological and topographical matters, and any other inspections necessary to help Respondent determine whether the Property is acceptable to Respondent, provided that any physical or invasive testing will be subject to the District's prior approval. Respondent's proposal should indicate whether access is needed to the Property during any Due Diligence Period, and include a description of the potential tests and surveys to be requested by Respondent.
7. Depending upon the specifics of the selected proposal, the District may elect to enter into an Exclusive Right to Negotiate or a Letter of Intent with the Respondent prior to entering into a Purchase and Sale Agreement.
8. The District may require a "floating" roadway access easement across the Property to serve as the access to the future Park. In addition, the District desires that a public recreational trail be provided along San Ramon Creek. All on-site and off-site infrastructure improvements required for the development of the Property will be the selected Respondent's responsibility.
9. The District is interested in establishing a long-term funding mechanism for the ongoing operation and maintenance of the Park. Such funding mechanism could include an endowment, an assessment, or some other contribution to on-going operation and maintenance.
10. District will not pay for any broker's commission and/or finder's fee applicable to the purchase and sale of the Property. Therefore, any commission and/or finder's fee to be paid to any broker or representative of the selected Respondent shall be paid directly by the successful Respondent by a separate arrangement which does not involve District.

IV. PROPOSAL PROCESS

The District invites Respondents and/or entities to submit proposals in response to this RFP. Proposals shall include the following:



1. A cashier's check for Fifty Thousand Dollars (\$50,000.00) payable to East Bay Regional Park District. All checks except the one received from the selected Respondent shall be returned upon the selection of the successful Respondent. This Deposit is required to reimburse the District its third-party costs including attorneys' fees, consultant fees and surveying costs associated with the preparation and negotiation of the Purchase and Sale Agreement and any other related agreements, and any portion of the Deposit not so applied will be credited without interest to the good faith deposits required under the Purchase and Sale Agreement. The Deposit amount shall not be used for District staff time or overhead expenses. However, in the event that the Deposit is insufficient to pay all of the costs and fees anticipated to be actually and reasonably incurred by the District in negotiation and preparation of the Purchase and Sale Agreement, the selected Respondent will be expected to make additional deposits sufficient to cover such anticipated costs. The District will reasonably document all such costs and expenditures and provide such documentation to the selected Respondent upon request. Should negotiations cease before entry into a Purchase and Sale Agreement, the District will return any remaining Deposit after accounting for all third-party costs and attorney's fees incurred through the termination date.
2. Entity name and the main contact during this RFP process, including contact person's name, phone numbers, mailing address, and email address.
3. A statement of financial qualifications that includes the following information:
 - a. Is Respondent a subsidiary of, or affiliated with, any other corporation, corporations, partnerships or firms? If so, please specify. If Respondent is a subsidiary, please indicate the extent to which the parent entity will guarantee performance by the subsidiary.
 - b. Names and addresses of three (3) current financial references, including a primary bank.
 - c. Has the developer entity or its officers, principal members, shareholders or investors, or any of its parent, subsidiary or affiliated entities or other interested parties been adjudged bankrupt, either voluntarily or involuntarily, within the past ten (10) years? If so, explain.
 - d. Is there pending litigation against Respondent entity or its officers, principal members, shareholders or investors, or any parent, subsidiary or affiliated entities or other interested parties excluding personal injury suits involving claims under \$250,000? If so, please identify the pending litigation and provide the case name, case number, the name of the court where the matter is pending, and a description of the status of each lawsuit. Respondent will be required to provide copies of each Complaint upon request of the District.
 - e. Audited financial statements for the previous three (3) years for the proposed entity with whom the District will contract or, in the event that the contracting entity is a newly-formed special purpose entity, the member or members of that entity who will be responsible for financial obligations and on whom the District should rely for financial performance whether or not the final formal documentation calls for guarantees.
 - f. Report from any financial credit rating service for the proposed entity with whom the District will contract or, in the event that the contracting entity is a newly-formed special purpose entity, the member or members of that entity who will be responsible for financial obligations and on whom the District should rely for financial performance whether or not the final formal documentation calls for guarantees.

- g. Any other financial statements and/or other documents that would indicate acceptable financial standing and the ability of Respondent to fund the proposed purchase of the Property.
 - h. Items submitted should be sufficient to permit the District to determine Respondent's financial capacity to fund the proposed purchase of the Property. Respondent may wish to mark its financial statements as "CONFIDENTIAL" OR "PROPRIETARY." As such, it will be treated as confidential by the District to the full extent permitted by law.
4. A detailed response to the Proposal Guidelines as listed above, including proposed project description and conceptual site plan.

The District will begin accepting proposals upon date of issuance of the RFP, and will continue to accept proposals until 2:00 p.m. on Friday, August 30, 2019. Proposals must be submitted to the address as set forth below. Respondents are solely responsible for ensuring their Proposals are received by the deadline set forth herein.

Proposals may be mailed or hand-delivered to:

Sara Rieck
East Bay Regional Park District
Land Acquisition Department
Peralta Oaks Headquarters
2950 Peralta Oaks Court
Oakland, California 94605

All proposals shall be sealed and clearly marked "Borel Purchase Proposal." Respondent shall be solely responsible for ensuring its proposal arrives at the District headquarters by the deadline set forth above. The District shall not be responsible for any issues with mail delivery or circulation.

Proposals shall include five (5) hardcopies and one (1) flash drive (electronic version) of its proposal in PDF format.

Telephone or electronic submittals will not be accepted.

Any costs incurred by Respondents in the preparation of any information or material submitted in response to this RFP shall be the sole responsibility of Respondent.

The District reserves the right to reject any and/or all responses, or to withhold entering into a Purchase and Sale Agreement for any reason. The District may also waive or decline to waive irregularities in any response.

The District may begin negotiations with a selected Respondent or Respondents at the District's sole discretion at any time.



Upon selection of the successful Respondent, the District shall provide a Purchase and Sale Agreement or other form of agreement for the Parties' approval and execution which will set forth the terms of the purchase. The District reserves the right to terminate this process at any point prior to entry into a Purchase and Sale Agreement or other agreement. The solicitation of proposals in no way obliges the District to proceed with any transaction.

V. PRE-PROPOSAL PROPERTY INSPECTION

The District will hold a non-mandatory walk-through visual inspection of the Property on August 7, 2019 at 10:00 a.m. by appointment only. Please email Sara Rieck, Land Acquisition Specialist, at srieck@ebparks.org by 4:00 p.m. on July 31, 2019 to RSVP for the walk-through. Such walk-through inspection shall be a visual inspection only and shall consist solely of walking through the Borel Property and subject Property to visually review its condition. Under no circumstances shall any interested party conduct any testing on the Property or take any action that will disturb the physical state of the Property during such walk-through.

In order to participate in the walk-through, any interested party who has submitted an RSVP must sign in with District staff who will be stationed near the ranch house at the end of the driveway entrance on Camino Ramon. As a condition of being allowed on the Borel Property, all attendees at the walk-through visual inspection shall be required to sign a Waiver, Release and Indemnification Agreement releasing the District for any and all claims for Property damage or personal injury caused, arising from or related to the walk-through, negligent acts of the District and/or its employees or third parties, and/or the condition of the site. Sturdy shoes suitable for walking through uneven fields are suggested. This will be a guided walk-through and it will begin promptly at the designated walk-through time. Nothing in this RFP shall be construed as guaranteeing any party the right to perform a walk-through or requiring the District to provide walk-throughs to any party. Any Respondent who is unable to participate in the walk-through for any reason shall not be granted any special consideration. However, participation in the walk-through is not a requirement to submit a proposal to purchase the Property.

VI. QUESTIONS AND CONTACT INFORMATION

Any Respondent who has questions about the Property, based on their walk-through or other investigations of the Property, shall submit questions in writing solely to the attention of Sara Rieck, Land Acquisition Specialist, via email at srieck@ebparks.org no later than 2:00 p.m. on August 9, 2019. No other District staff should be contacted about this RFP or the process. Failure to follow this requirement may provide cause for the District at its discretion to reject any proposal submitted by Respondent.

No questions will be answered verbally. **The District shall provide a response to all questions submitted in writing via an RFP addendum which will be posted on the District's website at www.blueprintexpress.com/ebparks-rfp no later than 4:00 p.m. on August 16, 2019.** It is the sole responsibility of interested parties to review the District's website throughout the RFP process. No notifications will be emailed to prospective proposers. The District shall not provide responses to



any questions during the walk-through and any oral information provided during the walk-through, or at any other time, shall not be construed as part of the District's RFP or Property information.

VII. CONDITIONS AND LIMITATIONS

This RFP does not represent an offer or commitment of the District to enter into an agreement with a Respondent or to pay any costs incurred in the preparation of a response to this RFP. The proposal and any information made a part of the proposal will not be returned to Respondent.

No Respondent shall collude in any manner or engage in any practice with any other Respondent(s) that may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause Respondent's submittal to be rejected by the District. The prohibition is not intended to preclude joint ventures or subcontracts that are identified in Respondent's proposal.

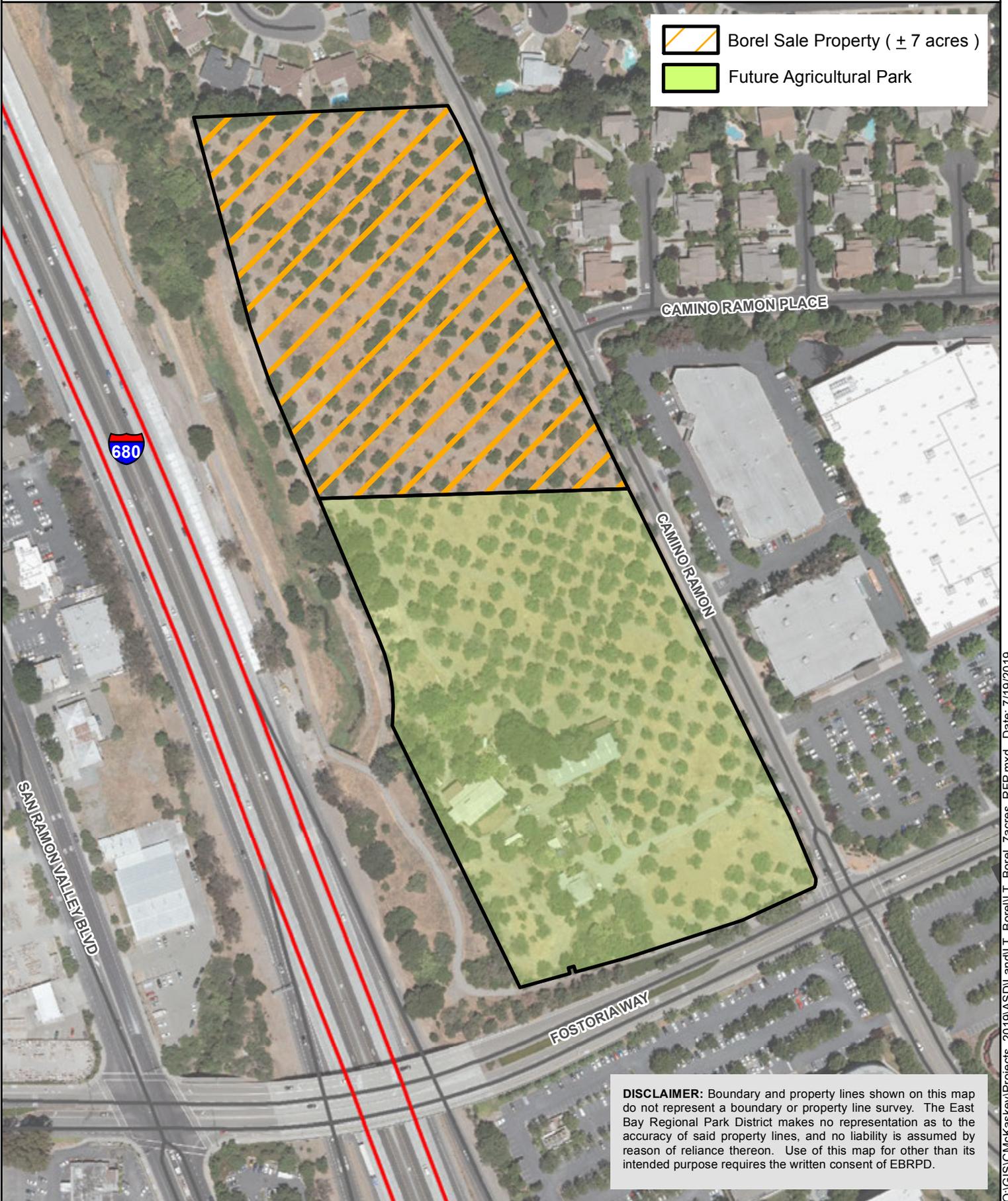
The District has sole discretion and reserves the right to reject any and all proposals received with respect to this RFP and to cancel the RFP at any time prior to entering into a Purchase and Sale Agreement or other agreement. This invitation is not an offer by the District to enter into an agreement to negotiate or any other agreement, nor is a response by an interested party to be considered as an offer that may be accepted by the District. Neither the District nor any Respondent will be bound to any agreement except the Deposit, unless that agreement is in writing, approved by the District's Board of Directors, and executed by both the interested party and an official authorized by the District.

The District reserves the right to request clarification of the RFP responses or additional data without changing the terms of the RFP. The District reserves the right to reject any response or all responses, to terminate discussions and to select any party with whom to deal, whether or not that party has responded to this RFP. The District may entertain or make a proposal that does not conform to this RFP and may adopt terms that may be proposed by a Respondent that is not ultimately successful. Decisions of the District may be based on subjective as well as objective evaluations.



EXHIBIT A
Map of Property

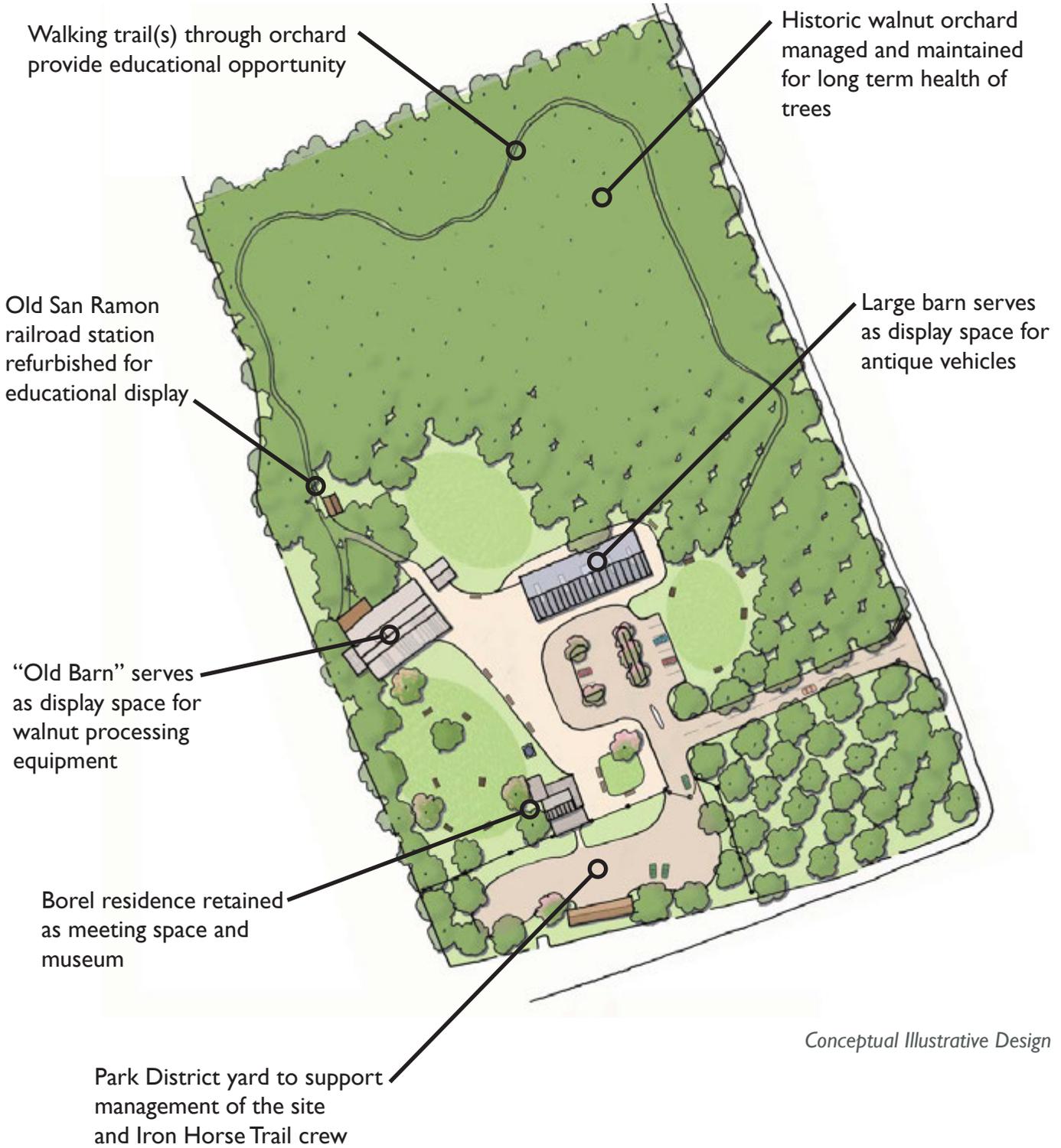




DISCLAIMER: Boundary and property lines shown on this map do not represent a boundary or property line survey. The East Bay Regional Park District makes no representation as to the accuracy of said property lines, and no liability is assumed by reason of reliance thereon. Use of this map for other than its intended purpose requires the written consent of EBRPD.

EXHIBIT B
Conceptual Site Plan Agricultural Park







555 12th Street, Suite 2000
Oakland, CA 94607
(510) 272-1121 Fax: (510) 208-5045

PRELIMINARY REPORT

UPDATED

EAST BAY REGIONAL PARK DISTRICT
2950 Peralta Oaks Court
Oakland, CA 94605

Our Order Number 1117020176-JM

Attention: Sara Rieck

When Replying Please Contact:

Julie Massey
JMasse@ortc.com
(510) 272-1121

Property Address:

3020 Fostoria Way, Danville, CA 94526

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of July 12, 2019, at 7:30 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1117020176-JM
UPDATED

The form of policy of title insurance contemplated by this report is:

CLTA Standard Coverage Policy -1990; AND ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

East Bay Regional Park District, a California special district

The land referred to in this Report is situated in the County of Contra Costa, City of Danville, State of California, and is described as follows:

Being all of the lands of the Estate of Joseph A. Borel, as described in the instrument recorded in [Book 11203, at Page 918](#), Official Records of Contra Costa County, more particularly described as follows:

Beginning at the most Southerly corner of Lot 18, as said Lot is shown on the Map of Subdivision 3537, as filed in [Book 118 of Maps, at Page 30](#), Records of Contra Costa County, said point being on the general Easterly line of the lands of the Contra Costa County Flood Control and Water Conservation District, as described in the instrument recorded in [Book 5557 of Official Records at Page 321](#), Contra Costa County Records; thence Easterly along the general Southerly line of said Subdivision 3537, North 87° 23' 08" East, 442.94 feet; thence leaving the general Southerly line of said Subdivision 3537, South 26° 07' 33" East, 1452.61 feet to a point on the general Northerly line of Fostoria Way; thence Southwesterly along the general Northerly line of Fostoria Way, South 63° 53' 11" West, 556.71 feet to the general Easterly line of the lands of Golden State – Almar, as described in the instrument recorded in [Book 9886, Official Records, at Page 164](#), Contra Costa County Records; thence Northwesterly along the general Easterly line of said lands of Golden State – Almar, North 25° 56' 57" West, 580.23 feet to the general Easterly line of said lands of Contra Costa County Flood Control and Water Conservation District, said point being on a curve concave to the West, having a radius of 265.02 feet, and to which point a radial line bears South 84° 17' 35" East; thence Northerly 131.85 feet along said curve and said general Easterly line, through a central angle of 28° 30' 14"; thence North 22° 47' 49" West, 468.14 feet to the beginning of a curve concave to the Northeast, having a radius of 930.09 feet; thence Northerly 129.27 feet along said curve and said general Easterly line, through a central angle of 7° 57' 49"; thence North 14° 50' 00" West, 335.59 feet to the point of beginning.

EXCEPTING THEREFROM those portions described as Parcels 1, 2 and 3 in the Grant Deed from Maria Kathryn Borel, formerly Maria Kathryn Fleitz, to the State of California, recorded February 13, 1968, [Book 5557, Page 321, Series No. 10170](#), Official Records.

ALSO EXCEPTING THEREFROM that portion described in the Grant Deed to the Town of Danville, a municipal corporation, recorded August 21, 1990, [Book 16064, Page 758](#), Series No. 90-170694, Official Records.

ALSO EXCEPTING THEREFROM that portion described in the Final Order of Condemnation entered December 1, 1993, in the Superior Court of the State of California in and for the County of Contra Costa, Case No. C92-01273, a certified copy of which recorded December 1, 1993, [Series 93-341850](#), Official Records.

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AND ALSO EXCEPTING THEREFROM those portions described in the Amended Final Order of Condemnation entered April 29, 1994, in the Superior Court of the State of California in and for the County of Contra Costa, Case No. C92-01273, a certified copy of which recorded April 29, 1994, Series No. [94-120506](#), Official Records.

APN: 218-090-031

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	218-090-031-4	
Code No.	:	16-036	
1st Installment	:	\$0.00 NO TAX DUE	NOT Marked Paid
2nd Installment	:	\$0.00 NO TAX DUE	NOT Marked Paid
Land Value	:	\$89,420.00	
Imp. Value	:	\$59,253.00	

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

4. Rights of the public, County and/or City, in and to that portion of said land lying within the lines of Camino Ramon.

5. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To	:	East Bay Municipal Utility District
For	:	Water line
Recorded	:	July 14, 1967 in Book 5410 of Official Records, Page 450
Affects	:	A Northeasterly portion of the premises

6. Any matters or bounday line discrepancies by reason of the Record of Survey recorded July 24, 1984, [Book 75 Licensed Surveyor Map, Pages 13 and 14](#).

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7. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Town of Danville, a municipal corporation
For : Roadway
Recorded : [June 14, 1988 in Book 14391 of Official Records, Page 74 under Recorder's Serial Number 88-100028](#)
Affects : A Northeasterly portion of the premises

8. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Granted To : Town of Danville, a municipal corporation
For : Roadway
Recorded : [June 14, 1988 in Book 14391 of Official Records, Page 78 under Recorder's Serial Number 88-100029](#)
Affects : An Easterly portion of premises, being a portion of Camino Ramon

9. Williamson Act – Land Conservation contract, as follows:

City/County : County of Contra Costa
Landowner : Armand Borel
Recorded : [February 28, 1989 in Book 14909 of Official Records, Page 1 under Recorder's Serial Number 89-37361](#)
Contract/File No : Not shown

A Notice as follows:

Entitled : Notice of Nonrenewal of Land Conservation Contract Contra Costa County
By : Elizabeth Soloway, as successor Trustee of the Armand Borel Trust dated June 20, 1994
Dated : February 8, 2012
Recorded : [February 9, 2012 in Official Records under Recorder's Serial Number 2012-0030392](#)
Returned to Address : 510 La Gonda Way, Danville, CA 94526

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10. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$100,000.00
Trustor/Borrower : Armand Borel, as Trustee of the Armand Borel Trust under the provisions of a Trust Agreement dated June 20, 1994
Trustee : American Title Company
Beneficiary/Lender : Borel Bank & Trust Company
Dated : July 27, 1998
Recorded : [August 4, 1998 in Official Records under Recorder's Serial Number 98-0184422](#)

NOTE: Said Deed of Trust appears to secure a Revolving Line or Equity Line of Credit. If this loan is to be paid off and reconveyed through this transaction, the Company will require a written statement from the Beneficiary/Lender that a freeze is in effect on the account, and that the demand for payoff from the Beneficiary/Lender states that a reconveyance will be issued upon payment of the amounts shown therein.

The Beneficiary/Lender may be assisted in freezing this account by receiving a creditline freeze authorization letter signed by the Trustor/Borrower/Seller with the request for payoff demand. A sample copy of a typical such letter is available from the Company upon request.

11. Option to Purchase,

Optionor : Armand Borel, Trustee of the Armand Borel Trust dated June 20, 1994
Optionee : Sidney Corrie, Jr.
Recorded : [August 3, 2004 in Official Records under Recorder's Serial Number 2004-0299282](#)

NOTE: Said Option by the provisions of an agreement

Recorded : [April 14, 2009 in Official Records under Recorder's Serial Number 2009-79575](#)

was made subordinate to the Deed of Trust referred to herein as 2009-79573.

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12. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$1,400,000.00
Trustor/Borrower : Armand Borel, Trustee of the Armand Borel Trust dated June 20, 1994
Trustee : Commonwealth Land Title
Beneficiary/Lender : Curtis Heinz, Trustee of the Curtis Heinz Revocable Trust U/A dated 1/23/2006 as to an undivided 64.285715% and Thomas S. Heffernan, Trustee of the Thomas S. Heffernan Revocable Trust dated June 2, 2003 as to an undivided 35.714285% interest
Dated : March 11, 2009
Recorded : [April 14, 2009 in Official Records under Recorder's Serial Number 2009-79573](#)

Assignment of the beneficial interest under said Deed of Trust,

From : Thomas S. Heffermen, Trustee of the Thomas S. Hefferman Revocable Trust dated June 2, 2003
To : Curtis Heinz, Trustee of the Curtis Heinz Revocable Trust U/A dated 1/23/02
Dated : June 2, 2010
Recorded : [July 30, 2010 in Official Records under Recorder's Serial Number 2010-0153820](#)
Returned to Address : 1646 North California Boulevard, 342, Walnut Creek, CA 94594

Substitution of Trustee under said Deed of Trust,

Executed By : Curtis Heinz, Trustee of the Cutis Heinz Revocable Trust U/A dated 1/23/02
New Trustee : Old Republic Title Insurance Company
Recorded : [December 29, 2011 in Official Records under Recorder's Serial Number 2011-0284985](#)
New Trustee's File No. : 0125000900
Returned to Address : 1000 Burnett Avenue, Suite #400, Concord, CA 94520

The record beneficial interest under said Deed of Trust as a result of the last recorded assignment thereof is,

Vested In : East Bay Regional Park District
By Assignment From : Curtis Heinz, trustee
Recorded : [October 30, 2013 in Official Records under Recorder's Serial Number 2013-259571](#)

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13. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$700,000.00
Trustor/Borrower : Elizabeth Soloway, Successor Trustee of the Armand Borel Trust dated June 29, 1994, as Amended and Restated in 2008
Trustee : North American Title Company, a California corporation
Beneficiary/Lender : East Bay Regional Park District, a public entity
Dated : August 28, 2012
Recorded : [August 29, 2012 in Official Records under Recorder's Serial Number 2012-0209332](#)
Returned to : 2950 Peralta Oaks Court, Oakland, CA 94605

14. Proceedings pending in the Matter of the Estate of Armand Borel Trust dated June 20, 1994, as amended in 2008, Deceased, Case No. P09-01129 Probate, Contra Costa County Superior Court.

Attorney : Janssen Doyle, LLP
Michael J. Low
Jaime B. Herren
140 Brookwood Road, Suite 102
Orinda, CA 94563
Telephone: (925) 295-1800

In connection therewith, the following is noted:

A. Elizabeth Soloway was appointed successor trustee, pursuant to an Order Appointing Successor Trustee, which was recorded March 20, 2012 as Instrument No. 2012-0063304 of Official Records.

NOTE: No examination of this case file has been made.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1117020176-JM
UPDATED

15. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$800,000.00
Trustor/Borrower : Geoffrey M. Griffin, Successor Trustee of the Armand Borel Trust dated June 20, 1994, as amended and restated in 2008
Trustee : Old Republic Title Company
Beneficiary/Lender : East Bay Regional Park District, a California special district
Dated : May 27, 2014
Recorded : [May 28, 2014 in Official Records under Recorder's Serial Number 2014-0086226](#)
Returned to : Attn: General Counsel
2950 Peralta Oaks Court
Oakland, CA 94605

16. Notice of Lien as follows:

By : Elizabeth Soloway
Against : East Bay Regional Park District
For : Equitable Lien
Amount : \$160,433.51 plus \$26,127.90
Dated : November 16, 2017
Recorded : [December 22, 2017 in Official Records under Recorder's Serial Number 2017-0240402](#)
Returned to
Address : Michael J. Low
Doyle Low LLP
3640 Mt. Diablo Blvd., Suite 202
Lafayette, CA 94549
Their Reference : Case No. P09-01129

17. The requirement that satisfactory evidence be furnished to this Company of compliance with applicable statutes, ordinances and charters governing the ownership and disposition of the herein described land.

18. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

19. The requirement that this Company be provided with an opportunity to inspect the land (the Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection).

20. The requirement that this Company be provided with a suitable Owner's Declaration (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.
21. Any unrecorded and subsisting leases.

----- Informational Notes -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.1.
- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land park known as 3020 Fostoria Way, Danville, CA 94526.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1117020176-JM
UPDATED

C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

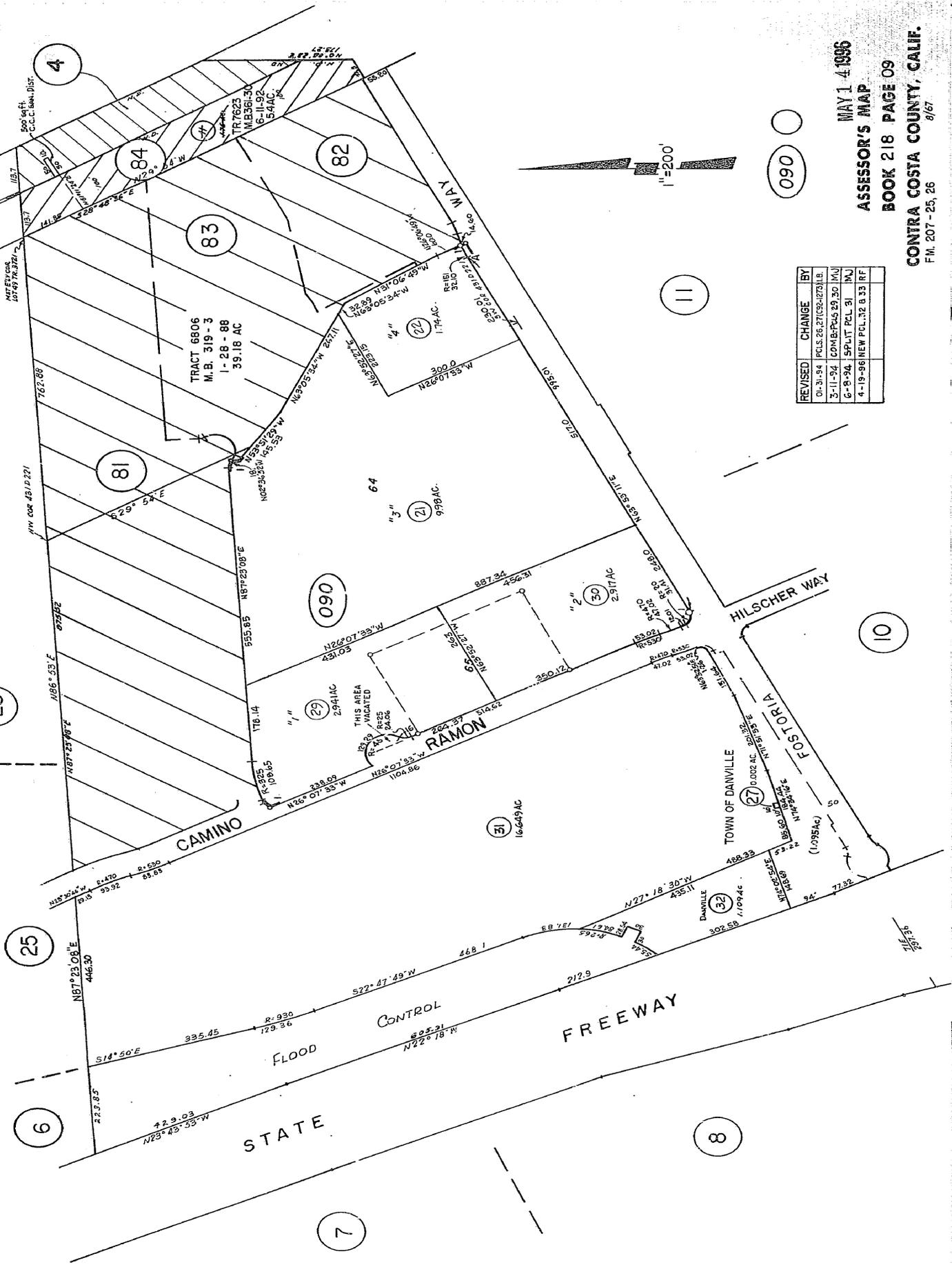
Instrument
Entitled : Grant Deed
By/From : Geoffrey M. Griffin, Successor Trustee of the Armand Borel Trust
dated June 20, 1994, as amended and restated in 2008
To : East Bay Regional Park District, a California special disitric
Dated : May 27, 2014
Recorded : [May 28, 2014 in Official Records under Recorder's Serial Number
2014-0086227](#)

O.N.
am

RANCHO SAN RAMON

A-1988 ROLL - POR. TRACT 6806 M.B. 319-3 (DANVILLE PLACE)

1-139PM25 4-26-89



REVISED	CHANGE	BY
01-31-84	PCL. 26, 27 (S2, S7) (E)	
3-11-94	COMB. PLS. 29, 30 (M)	
6-9-94	SPLIT PCL. 31 (M)	
4-19-96	NEW PCL. 32, 33 (R)	

MAY 1 4 1996

ASSESSOR'S MAP

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CONTRA COSTA COUNTY, CALIF.
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