

Parcel Number: 094-013-010 & 011
Project Name: Orbisonia Heights - Redevelopment
Project Number: 4500-6X5489

Grantor: Esther Stoneking Living Trust
Address: 1018 Matador Road
Pebble Beach, CA 93953

**PURCHASE AND SALE AGREEMENT BETWEEN
THE REDEVELOPMENT AGENCY
AND
GRANTOR NAMED HEREIN**

This Agreement is entered into by and between Contra Costa County Redevelopment Agency, a body corporate and politic existing under the laws of the State of California, (hereinafter "Agency") and the Esther Stoneking Living Trust dated December 18, 1989, Mary J. Dziejdzic Trustee (hereinafter "Grantor").

RECITALS

- A.** Grantor is the owner of two adjacent parcels totaling approximately 10,040 square feet of real property located in the unincorporated community of Bay Point, Contra Costa County, California and described on Exhibit "A" attached hereto and incorporated herein by reference. The real property, including improvements thereon, if any, are collectively referred to herein as the "Property".
- B.** Upon and subject to the terms and conditions of this Agreement, Grantor desires to sell the Property to the Agency and the Agency desires to purchase the Property from the Grantor for redevelopment purposes, a public use for which Agency has the authority to exercise the power of eminent domain.

AGREEMENT

NOW THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **Effective Date.** It is understood that this Agreement is subject to approval by the Agency's Governing Board. This Agreement is effective on the date approved by the Agency's Governing Board ("Effective Date"). This Agreement will be submitted to the Grantor first for approval, and thereafter to the Agency.
- 2. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, Grantor agrees to sell and Agency agrees to purchase the Property.
- 3. **Purchase Price.** The purchase price for the Property shall be **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** ("Purchase Price").
 - 3.1. All ad valorem real property taxes and any penalties and costs thereon, and all installments of any bond or assessment that constitutes a lien on the Property shall be cleared and paid by Grantors as of the date title shall vest in Agency by the recordation of the deed herein pursuant to Sections 4986, 5082, and 5086 of the Revenue and Taxation Code of the State of California, if unpaid as of the date title vests.
 - 3.2. The Purchase Price shall be paid to The Esther Stoneking Living Trust Dated 12-18-89, Mary J. Dziejdzic Trustee.
- 4. **Conditions to Agency's Performance.** The Agency's obligation to perform under this Agreement is subject to the following conditions:
 - 4.1. Grantor's performance of all obligations under this Agreement.

- 4.2. The vesting of title to the Property in the Agency by grant deed in fee simple absolute, free and clear of all liens, encumbrances, assessments, leases (recorded and/or unrecorded), and taxes except the following "Approved Exceptions" as outlined in the Preliminary Report dated January 5, 2009, issued by North American Title Company:
 - A. Covenants, conditions, restrictions and reservations of record, listed as exception(s) 4.
 - B. Easements or rights of way of record over said property, listed as exception – None.
 - C. Other approved exception(s).
- 4.3. North American Title Company is prepared to issue a *CLTA title insurance* policy in the full amount of the purchase price, subject only to the Approved Exceptions ("Title Policy").

If Agency determines that any of these conditions have not been met, Agency shall have the right to terminate this Agreement by delivering written notice to Grantor and, if applicable, the Escrow agent.

5. **Escrow.** By this Agreement, Agency and Grantors establish an escrow ("Escrow") with North American Title Company, 645 San Ramon Valley Blvd., Danville, CA 94526, their Escrow No: 54705-828033-08 ("Title Company"). Grantor hereby authorizes Agency to prepare and file escrow instructions with said Title Company, on behalf of Grantor, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens and assessments on the Property conveyed.
 - 5.1. Fees and Title Insurance. The Agency shall pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the Agency, the premium charged therefor.
 - 5.2. Grantor Deposit into Escrow. On or before the Close of Escrow Grantor will deliver into Escrow with the Title Company the following documents:
 - A. A grant deed, in recordable form and properly executed on behalf of Grantor, in a form approved by Agency ("Grant Deed") conveying to Agency the Property in fee simple absolute, subject only to the Approved Exceptions.
 - B. Copies of any effective leases, rental agreements or any other agreements, if any, which the Agency has agreed in writing are to remain in effect after Agency takes title.
 - C. Grantor's affidavit of non-foreign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended [26 USCA §1445] ("FIRPTA Affidavit"); and
 - D. Grantor's affidavit as contemplated by the Revenue and Taxation Code §18662 ("Withholding Affidavit").
 - 5.3. Deposit of Purchase Price into Escrow by Agency. Prior to the Close of Escrow, Agency will deposit the Purchase Price into escrow with the Title Company.
 - 5.4. Close of Escrow. Escrow shall close upon the conveyance of the Property to the Agency ("Close of Escrow"). On the closing date, the Title Company shall close Escrow as follows:
 - A. Record the Grant Deed, marked for return to the Agency care of Olivia D. Reynolds, Real Property Agent for the Agency (which shall be deemed delivery to the Agency);
 - B. Issue the Title Policy, if requested to do so by the Agency;
 - C. Prorate taxes, assessments, rents and other charges as provided by this Agreement;

- D. Disburse to the Grantor the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Grantor;
- E. Prepare and deliver to the Agency and to the Grantor one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the Grantor and the Agency and retain all funds and documents pending receipt of further instructions from the Agency.

- 6. **Investigations and As-Is Sale.** Agency is purchasing the Property based upon its own investigations and agrees to purchase the Property "As-Is" and to assume all risk, known or unknown, suspected or unsuspected with respect to the Property.
- 7. **Agency's Representations and Warranties.** Agency warrants that, upon approval of this Agreement by the Agency's governing body, this Agreement shall constitute a binding obligation of the Agency.
- 8. **Survival.** All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the assignment, expiration or termination of this Agreement and shall not merge in the deed or other documents following the delivery and recordation of said deed or other documents.
- 9. **Possession of the Property.** Possession of the Property shall be delivered to the Agency at the Close of Escrow.
- 10. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. The place for delivery of all notices given under this Agreement shall be as follows:

Grantor: The Esther Stoneking Living Trust Date 12-18-89
 Mary J. Dziejdzic Trustee
 1018 Matador Road
 Pebble Beach, CA 93953
 Telephone: 831-372-4380

Agency: Contra Costa County Public Works Department
 Real Property Division
 255 Glacier Drive
 Martinez, CA 94553
 Telephone: 925-313-2306
 Attn: Olivia D. Reynolds

or to such other addresses as Agency and Grantor may respectively designate by written notice to the other.

- 11. **Entire Agreement.** The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the Agency of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement. Grantor has no other right or claim to compensation arising out of or connected with the acquisition of the subject property by the Agency, except as specifically set forth in this Agreement, including but not limited to all claims for compensation for improvements pertaining to realty, all claims for compensation for fixtures, equipment or machinery, attorneys' fees, costs or damages of every kind and nature by reason of Agency's acquisition of the subject property and agrees never to assert such a claim.

12. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The Recitals are and shall be enforceable as a part of this Agreement.
13. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.
14. **Waiver.** A waiver or breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party
15. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

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16. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with California law. The venue of any litigation pertaining to this Agreement shall be Contra Costa County, California.

**CONTRA COSTA COUNTY
REDEVELOPMENT AGENCY**

RECOMMENDED FOR APPROVAL:

By Olivia D. Reynolds
Olivia D. Reynolds
Associate Real Property Agent

By Karen A. Laws
Karen A. Laws
Principal Real Property Agent

APPROVED:

By _____
Redevelopment Agency Director

Date _____
(Date of Board Approval)

GRANTOR

By Mary J. Dziedzic, Trustee
Mary J. Dziedzic, Trustee
Esther Stoneking Living Trust dated 12-18-89

Date: February 4, 2009
(Date Signed by Grantor)

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Exhibit A - Legal Description

(FORM APPROVED BY COUNTY COUNSEL 6/99)

OR:sr
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01/28/09

Exhibit "A"

Real property in the unincorporated area of the County of Contra Costa, State of California, described as follows:

PARCEL ONE:

PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING ON THE CENTER LINE OF SAID SECTION 14; THENCE FROM SAID POINT OF BEGINNING SOUTH 0 DEGREES 45' EAST, ALONG THE LINE BETWEEN THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SAID SECTION 1018 FEET; THENCE NORTH 89 DEGREES 46' EAST 25 FEET; THENCE SOUTH 0 DEGREE 45' EAST 50.4 FEET TO THE INITIAL POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE FROM SAID POINT OF BEGINNING SOUTH 0 DEGREE 45' EAST 50 FEET; THENCE NORTH 89 DEGREES 46' EAST, 100 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM ANTONIO P. ENEA, ET AL, TO MARTHA MCGINNIS DATED JULY 29, 1940 AND RECORDED NOVEMBER 18, 1940 IN VOLUME 568 OF OFFICIAL RECORDS AT PAGE 271; THENCE NORTH 0 DEGREE 45' WEST 50 FEET; THENCE SOUTH 89 DEGREES 46' WEST 100 FEET TO THE POINT OF BEGINNING.

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PARCEL TWO:

PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH BEARS SOUTH 0 DEGREE 45' EAST, ARC DISTANCE OF 1018 FEET FROM THE CENTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, M.D.B. AND M.; THENCE NORTH 89 DEGREES 46' EAST, 25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAME LINE NORTH 89 DEGREES 46' EAST 100 FEET; THENCE SOUTH 0 DEGREES 45' EAST, 50 FEET; THENCE SOUTH 89 DEGREES 46' WEST 100 FEET; THENCE NORTH 0 DEGREE 45' WEST 50 FEET TO THE POINT OF BEGINNING

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