

Parcel Number: 094-013-002
Project Name: Orbisonia Heights - Redevelopment
Project Number: 4500-6X5489

Grantor: Richard B. & Geri L. Berrett
Address: 620 S. Broadway Avenue
Bay Point, CA 94565

**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 Richard B. Berrett and Geri L. Berrett, his wife, as community property (hereinafter "Grantor").

RECITALS

Grantors are the owners of approximately 5,000 square feet of real property, a 2 bedroom, 1.5 bath single family residence with a studio 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".

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 Grantors first for approval, and thereafter to the Agency.
2. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, Grantors agree to sell and Agency agrees to purchase the Property.
3. **Purchase Price.** The purchase price for the Property shall be **THREE HUNDRED NINETY THOUSAND DOLLARS (\$390,000)** ("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 Richard B. & Geri L. Berrett, his wife, as community property (hereinafter "Grantor").
4. **Conditions to Agency's Performance.** The Agency's obligation to perform under this Agreement is subject to the following conditions:
 - 4.1. Grantors' representations and warranties in this Agreement being correct as of the date of this Agreement and as of the Close of Escrow.
 - 4.2. Grantors' performance of all obligations under this Agreement.

- 4.3. 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 August 14, 2008, issued by North American Title Company:
 - A. Covenants, conditions, restrictions and reservations of record, listed as exception – 4.
 - B. Easements or rights of way of record over said property, listed as exception(s) - None
 - C. Other approved exceptions – 5.
- 4.4. 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 Grantors 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. 827931-08 ("Title Company"). Grantors hereby authorize Agency to prepare and file escrow instructions with said Title Company, on behalf of Grantors, 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 Grantors will deliver into Escrow with the Title Company the following documents:
 - A. A grant deed, in recordable form and properly executed on behalf of Grantors, in a form approved by Agency ("Grant Deed") conveying to Agency the Property in fee simple absolute, subject only to the Approved Exception.
 - 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. Grantors affidavit of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended [26 USCA §1445] ("FIRPTA Affidavit"); and
 - D. Grantors 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 Carmen Piña-Sandoval, 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 Grantors the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Grantors;
- E. Prepare and deliver to the Agency and to the Grantors 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 Grantors and the Agency and retain all funds and documents pending receipt of further instructions from the Agency.

6. **Grantor's Representations and Warranties.** Grantors make the following representations and warranties with the understanding that these representations and warranties are material and are being relied upon by Agency. Grantors represent and warrant to the Agency that as of the date of this Agreement and as of the Close of Escrow:

6.1 Relocation Benefits: Grantors rights to relocation benefits, if any, (as set forth in California Government Code Section 7260 et seq. and 42 United States Code section 4601 et seq.) have been explained fully and are understood by Grantors. Grantors agree that the payment of compensation set forth herein includes full compensation for any relocation payments to which Grantors may be entitled. Grantors warrant and represent that Grantors do not have, nor shall they claim, any further right to relocation benefits arising out of or connected with the acquisition of the subject Property by the Agency; and Grantors knowingly waive any such right or claim.

6.2 Compensation: Grantors warrant and represent that they have no other right or claim to compensation arising out of or connected with the acquisition of the subject Property by the Agency, or the work to be performed or actions taken as part of the project or pursuant to this Agreement, 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 the Agency's acquisition of the subject Property and agrees never to assert such a claim. Grantors expressly waive all rights provided by section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

6.3 Marketable Title. Grantors are the owners of the Property and have marketable and insurable fee simple title to the Property clear of restrictions, leases, liens and other encumbrances, subject only to the Approved Exception. No leases, licenses, or other agreements allowing any third party rights to use the Property are or will be in force unless prior consent has been given by the Agency in writing. Commencing with the full execution of this Agreement by both parties and until the Close of Escrow, Grantors shall not permit any liens, encumbrances or easements to be placed on the property other than the Approved Exception, nor shall Grantors enter into any agreement that would affect the Property that would be binding on the Agency after the Close of Escrow without the prior written consent of the Agency.

- 6.4 Condition of Property. Grantors have disclosed to the Agency all information, records and studies maintained by Grantors in connection with the Property concerning hazardous substances and that Grantors are not concealing any knowledge of the presence of contamination or hazardous substances on, from or under the Property. Any information that Grantors have delivered to the Agency either directly or through Grantors agents is accurate and Grantors have disclosed all material facts with respect to the Property.
- 6.5 Other Matters Affecting Property. To the best of Grantors' knowledge, there are not presently any actions, suits, or proceedings pending or, to the best of Grantors' knowledge, threatened against or affecting the Property or the interest of Grantors' in the Property or its use that would affect Grantors' ability to consummate the transaction contemplated by this Agreement. Further, there are not any outstanding and unpaid arbitration awards or judgments affecting title to any portion of the Property. To the best of Grantors' knowledge there are not presently any pending or threatened condemnation, eminent domain or similar proceedings affecting the Property. Grantors shall promptly notify Agency of any of these matters arising in the future.
- 6.6 Grantor's Agency. That this Agreement and all other documents delivered prior to or at the Close of Escrow have been authorized, executed, and delivered by Grantors; are binding obligations of the Grantors; and are collectively sufficient to transfer all of Grantors' rights to the Property.

In addition to any other remedies that may be available to the Agency as the result of a breach of any of the foregoing warranties or representations, Grantors agree to defend and hold the Agency harmless and reimburse the Agency for any and all loss, cost, liability, expense, damage or other injury, including without limitation, attorneys fees, incurred by reason of, or in any manner resulting from the breach of any of the warranties and representations contained in this Agreement and all third-party claims arising out of or related to any facts or circumstances with respect to the period prior to the Close of Escrow.

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. **HAZ MAT CLAUSE 1030.f (Not Tested-Unknown Hazardous Material Use.** The Grantors' hereby represent and warrant that during the period of Grantors' ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous waste on, from, or under the property. Grantors further represent and warrant that Grantors' have no knowledge of any disposal, release, or threatened release of hazardous substance or hazardous waste on, from, or under the property which may have occurred prior to Grantors taking title to the property.

The acquisition price of the property being acquired in this transaction reflects the fair-market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the Agency may elect to recover its clean-up costs from those who caused or contributed to the contamination, or are otherwise responsible under State and Federal Law.

9. **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.
10. **Possession of the Property.** Possession of the Property shall be delivered to the Agency at the Close of Escrow.

11. **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:

Grantors: Richard and Geri Berrett
5320 Olive Drive
Concord, CA 94521
Telephone: 925-672-7000

Agency: Contra Costa County Public Works Department
Real Property Division
255 Glacier Drive
Martinez, CA 94553
Telephone: 925-313-2012
Attn: Carmen Piña-Sandoval

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


12. **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. Grantors have 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.
13. **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.
14. **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.
15. **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

16. **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.
17. **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**

REVIEWED BY:

By 
Real Property Agent

By 
Principal Real Property Agent

APPROVED:

By _____
Redevelopment Agency Director

Date _____
(Date of Board Approval)

GRANTORS

By 
Richard B. Berrett

By 
Geri L. Berrett

2-5-09
(Date Signed by Grantors)

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Exhibit A - Legal Description

(FORM APPROVED BY COUNTY COUNSEL 6/99)

LEGAL DESCRIPTION

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

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:

BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM GERTRUDE MC GINNIS TO THEODORE COLLINGS, ET UX, DATED DECEMBER 11, 1945 AND RECORDED DECEMBER 13, 1945 IN BOOK 859 OF OFFICIAL RECORDS, AT PAGE 344; THENCE FROM SAID POINT OF BEGINNING, NORTH 89° 46' EAST, ALONG THE SOUTH LINE OF SAID COLLINGS PARCEL (859 OR 344), 100 FEET TO THE WEST LINE OF THE 50 FEET IN WIDTH STRIP OF LAND DESCRIBED IN THE DEED FROM ANTONE P. ENES, ET AL, TO CONTRA COSTA COUNTY, DATED MARCH 2, 1936 AND RECORDED MARCH 18, 1936 IN BOOK 413 OF OFFICIAL RECORDS, AT PAGE 60; THENCE SOUTH 0° 45' EAST, ALONG SAID WEST LINE, 50.4 FEET TO THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM ANTONE P. ENES, ET AL, TO MARTIN MC GINNIS, DATED JULY 29, 1940 AND RECORDED NOVEMBER 18, 1940 IN BOOK 568 OF OFFICIAL RECORDS, AT PAGE 271; THENCE SOUTH 89° 46' WEST, ALONG SAID NORTH LINE, 100 FEET TO A POINT THAT BEARS SOUTH 0° 45' EAST FROM THE POINT OF BEGINNING; THENCE NORTH 0° 45' WEST, 50.4 FEET TO THE POINT OF BEGINNING.

APN: 094-013-002-4