

Assessor's Parcel Number: 373-265-001
Project Name: Sale of 610 Court Street, Martinez
Project Number: 4500-6X5801

PURCHASE AND SALE AGREEMENT BETWEEN CONTRA COSTA COUNTY AND CITY OF MARTINEZ

This Agreement is entered into by and between Contra Costa County, a political subdivision of the State of California, (hereinafter "County") and City of Martinez, a general law city, (hereinafter "City").

RECITALS

- A. County is the owner of real property located in the City of Martinez of the County of Contra Costa, State of California, commonly known as the 610 Court Street, Martinez, and identified as Assessor's Parcel No. 373-265-001, The real property, including improvements thereon, if any, are collectively referred to herein as the "Property".
- B. County agrees to convey the Property to the City, and City agrees to purchase the Property in an "as is" physical condition from the County in accordance with and subject to the terms and conditions of this agreement.
- C. In consideration of the County's conveyance of the Property, City agrees to pay County the sum of \$378,000.00.

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 County's Governing Board and the City Council of the City. This Agreement is effective on the date approved by both the County's Governing Board and the City Council ("Effective Date").
- 2. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, County agrees to sell and City agrees to purchase the Property.
- 3. **Purchase Price.** The purchase price for the Property shall be Three Hundred Seventy-Eight Thousand Dollars (\$378,000) ("Purchase Price").
- 4. **Escrow.** By this Agreement, County and City establish an escrow ("Escrow") with North American Title Company Title Company, 1737 North First Street, Suite 500, San Jose, California, their Escrow No.: NCS516944-SC ("Title Company"). If, for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow, the City's staff assigned to oversee this Property transaction will select an alternate title company to handle the transaction, and notify County in writing of the identity and address of the successor title company and the new escrow number. Thereafter, the successor company will be the "Title Company" for purposes of this Agreement. The parties hereto will prepare joint escrow instructions and file same with said Title Company, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens, and assessments on the Property conveyed.

- 4.1. Fees and Title Insurance. The City shall pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the City, the premium charged therefor.
- 4.2. County's Deposit into Escrow. On or before the Close of Escrow County will deliver into Escrow with the Title Company the following documents:
 - A. A grant deed, in recordable form and properly executed on behalf of County, in a form approved by City ("Grant Deed") conveying to City the Property in fee simple absolute, subject to all conditions, covenants, and exceptions listed in the Preliminary Title Report dated December 1, 2011, from North American Title Company, Escrow No. NCS516944-SC.
 - B. Signed joint escrow instructions.
- 4.3. City's Deposit Into Escrow. Prior to the Close of Escrow, City will deliver into Escrow with the Title Company the following:
 - A. The Purchase Price.
 - B. Signed joint Escrow instructions.
- 4.4. Close of Escrow. Escrow shall close (the "Closing Date" or "Close of Escrow") no later than ten (10) calendar days after the expiration of the Due Diligence Period. On the closing date, the Title Company shall close Escrow as follows:
 - A. Record the Grant Deed, marked for return to the City care of the City, (which shall be deemed delivery to the City);
 - B. Issue the Title Policy, if requested to do so by the City;
 - C. Disburse to the County the Purchase Price, less prorated amounts and charges to be paid by or on behalf of County;
 - D. Prepare and deliver to the City and to the County 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 County and the City and retain all funds and documents pending receipt of further instructions from the City.

5. Due Diligence and Document Review.

- 5.1 The Due Diligence period is ninety (90) days following the Effective Date, unless during the initial 90-day Due Diligence period County agrees in writing to extend the Due Diligence period. County, in its sole discretion, has the right, but not the obligation, to extend the initial 90-day Due Diligence period, under such terms and conditions as County believes is reasonable, if County, in its sole discretion, believes such extension is warranted. No such extension shall be effective unless and until it is in writing by both parties. The Due Diligence period will terminate on the last day of the extended Due Diligence period.
- 5.2 The City shall have the right to: (i) review all of the public documents the County possesses pertaining to the Property; (ii) conduct any and all surveys, inquires, inspections, investigations, tests, engineering surveys and studies on, around or pertaining to the

Property as City may elect to make, conduct or maintain; (iii) conduct consultations and negotiations with persons of City's choosing in order to determine the condition of the Property and the suitability of the Property for the purposes desired by the City. County has not and does not verify or warrant the accuracy of any statements or other information contained within the documents provided to City by County.

6. **County's Representations and Warranties.** County makes the following representations and warranties with the understanding that these representations and warranties are material and are being relied upon by City. County represents and warrants to the City that as of the date of this Agreement and as of the Close of Escrow:
 - 6.1. Marketable Title. County is the owner of the Property and has marketable and insurable fee simple title to the Property clear of restrictions, leases, liens and other encumbrances, subject only to Approved Exceptions. 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 City in writing. Commencing with the full execution of this Agreement by both parties and until the Close of Escrow, County shall not permit any liens, encumbrances or easements to be placed on the property other than the Approved Exceptions, nor shall County enter into any agreement that would affect the Property that would be binding on the City after the Close of Escrow without the prior written consent of the City.
 - 6.2. Condition of Property. City shall take title to the Property in its "AS-IS" condition.
 - 6.3. Other Matters Affecting Property. To the best of County's knowledge, there are not presently any actions, suits, or proceedings pending or, to the best of County's knowledge, threatened against or affecting the Property or the interest of County in the Property or its use that would affect County's 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 County's knowledge there are not presently any pending or threatened condemnation, eminent domain or similar proceedings affecting the Property. County shall promptly notify City of any of these matters arising in the future.
7. **Representations and Warranties.** Upon approval of this Agreement by the County's governing body and the City's Counsel, this Agreement shall constitute a binding obligation of both the County and the City.
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 City at the Close of Escrow.
10. **Assignment and Successors.** This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective successors, assigns and related agencies and entities.
11. **Informalities; Cancellation of Sale.** Both County and City each individually reserve the right to waive any informalities or irregularity on any offer or cancel the sale at any time prior to recording of a deed.

12. **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:

County: Principal Real Property Agent
Real Property Division
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Telephone: 925-313-2012

City: City Manager
City of Martinez
525 Henrietta Street
Martinez, CA 94553
Telephone: 925-372-3505

or to such other addresses as County and City may respectively designate by written notice to the other.

13. **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 City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement. County has no other right or claim to compensation arising out of or connected with the acquisition of the subject property by the City, 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 City's acquisition of the subject property and agrees never to assert such a claim.
14. **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.
15. **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.
16. **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.

17. **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.
18. **Governing Law.** 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.

**CONTRA COSTA COUNTY, a political
subdivision of the State of California**

By _____
Chair, Board of Supervisors

RECOMMENDED FOR APPROVAL:

By 
Public Works Director

By 
Principal Real Property Agent

Date: _____
(Date of Board Approval)

**CITY OF MARTINEZ,
a general law city**

By _____

By _____

Date _____
(Date signed by City)

APPROVED AS TO FORM:
City Counsel

By _____

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED



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05/17/10 (Escrow Language Changed per Counsel)

(FORM APPROVED BY COUNTY COUNSEL 6/99)