

Parcel Number: 164-060-017
Project Name: Slater Avenue, Pleasant Hill Sale of Surplus
Project Number: 0676-6Q1812

**PURCHASE AND SALE AGREEMENT BETWEEN
CONTRA COSTA COUNTY
AND
BARE VENTURES, LLC**

This Agreement is entered into by and between Contra Costa County, a political subdivision of the State of California, (hereinafter "County") and Bare Ventures LLC, a California limited liability company (hereinafter "Grantee").

RECITALS

- A. The County is the owner of real property identified as Assessor's Parcel Number (APN) 164-060-017 in the unincorporated area of Pleasant Hill, County of Contra Costa, California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Property"). The Property is approximately 0.32 acres. The County acquired the Property for highway purposes, but the Property is no longer required for those purposes.
- B. The County desires to convey the Property to the Grantee, and the Grantee desires to purchase the Property from the County, in accordance with and subject to the terms and conditions of this Agreement.
- C. The County has determined that this transaction is categorically exempt from environmental review under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15312.

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. This Agreement will be submitted to the Grantee first for approval and thereafter to the County. This Agreement is effective on the date it's approved by the County's Governing Board ("Effective Date").
- 2. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, the County agrees to sell and the Grantee agrees to purchase the Property.
- 3. **Purchase Price.** The purchase price for the Property shall be One Hundred Thousand Dollars (\$100,000) ("Purchase Price").
- 4. **Escrow.** By this Agreement, the County and the Grantee establish an escrow with North American Title Company, 6612 Owens Drive, Suite 100, Pleasanton, California (the "Title Company"), its Escrow No. 1359899 ("Escrow"). If, for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow, the County's Real Property Agent assigned to oversee the conveyance of this Property will select an alternate title company to handle the transaction, and notify the Grantee in writing of the identity and address of the successor title company and the new escrow number. Thereafter, the alternate title company will be the "Title Company" for purposes of this Agreement. The Grantee hereby authorizes the County to prepare escrow instructions and file escrow instructions with said Title Company, on behalf of Grantee, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens, and assessments on the Property conveyed.

RL 5/17/17

- 4.1 Fees and Title Insurance. The Grantee shall pay all escrow and recording fees and other costs incurred in this transaction in accordance with Section 8. If title insurance is desired by the Grantee, the Grantee shall pay the premium charged therefor.
- 4.2 County's Deposit into Escrow. On or before the close of Escrow, and no later than 30 days after the ("Effective Date"), the 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, ("Grant Deed") conveying to Grantee the Property in fee simple absolute.
 - B. County's affidavit of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended [26 USCA §1445] ("FIRPTA Affidavit"); and
 - C. County's affidavit as contemplated by the Revenue and Taxation Code § 18662 ("Withholding Affidavit").
- 4.3 Deposit of Purchase Price into Escrow by Grantee. Prior to the close of Escrow, and no later than 30 days after the ("Effective Date"), the Grantee shall deposit the following into Escrow with the Title Company:
- A. The Purchase Price.
 - B. All escrow fees, recording fees, documentary transfer taxes, and other real estate transaction taxes and fees, as estimated by the Title Company, required to be paid at the close of Escrow.
 - C. The amount of the title insurance premium, if title insurance is desired by the Grantee.
- 4.4 Close of Escrow. Escrow shall close upon the conveyance of the Property to the Grantee. On the closing date, the Title Company shall close Escrow as follows:
- A. Record the Grant Deed, marked for return to Bare Venture, LLC, which shall be deemed delivery to the Grantee;
 - B. Issue the Title Policy, if requested to do so by the Grantee;
 - C. Prorate taxes, assessments, rents, and other charges as provided by this Agreement;
 - D. Disburse to the County the Purchase Price, less any prorated amounts and charges required to be paid by or on behalf of County under this Agreement;
 - E. Prepare and deliver to the County and to the Grantee 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 Grantee and retain all funds and documents pending receipt of further instructions from the County.

5. **Title; Grant Deed.** The right, title, and interest in the Property to be conveyed by the County pursuant to this Agreement shall not exceed that vested in the County. The Property shall be conveyed to the Grantee subject to all title exceptions, restrictions, easements, liens, and reservations, whether or not of record. The Grantee shall not take possession of the Property until the Grant Deed has been recorded. Upon approval by the Board of Supervisors, this Agreement shall constitute a binding obligation of both parties, and the County shall convey title to the Property to the Grantee by the Grant Deed, as provided in paragraph 4, above. It is understood that Grantee acquires no right, title, interest, or equity in or to the Property until the Grant Deed is recorded.

6. **Condition of the Property.** Neither the County, nor its agents or employees, have made any warranty, guarantee, or representation concerning any matter or thing affecting or relating to the Property, nor does it assume any responsibility for the conformance to codes or permit regulations of the city or County within which the Property is located. Grantee shall take title to the Property in its "AS-IS" condition. The County has not made, and does not make, any representation as to the physical condition of the Property.
7. **Indemnification.** The Grantee shall defend, indemnify, protect, save, and hold harmless the County, its officers, agents, and employees, from any and all claims, costs, and liability for any damages, sickness, death, or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever, from or connected with the present or future condition of the Property or the Grantee's use of the Property, or any representations, misrepresentations or non-representations regarding its condition or use, and the Grantee will make good to and reimburse the County for any expenditures, including reasonable attorneys' fees that the County may make by reason of such matters and, if requested by the County, will defend any such suits at the Grantee's sole expense.
8. **Transaction Costs.** All escrow fees, recording fees, documentary transfer taxes or other real estate transaction taxes or fees, by whatever name known, including broker's commission, if any, and personal property sales taxes where applicable, will be paid solely by the Grantee. The Grantee shall reimburse the County for all of its costs reasonably required to consummate this transaction, including Real Estate staff time spent processing and consummating this transaction, recording fees, and fees to process and file the CEQA Notice of Exemption ("Transaction Costs"). After the Grant Deed is recorded as provided in paragraph 4, above, the County will mail the Grantee an invoice for the Transaction Costs. Within 30 days after the date the invoice is mailed, the Grantee shall remit payment to the County in the amount of the Transaction Costs.
9. **Survival.** All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive and remain fully enforceable after the conveyance of the Property to the Grantee, and after any 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. **Assignment and Successors.** This Agreement may not be assigned by either party without written consent of the other party. This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective heirs, successors, and assigns, any rights or remedies under or by reason of this Agreement.
11. **Notices.** All notices (including requests, demands, approvals, payments, and other communications) under this Agreement shall be in writing.
 - a. Notice shall be sufficiently given for all purposes as follows:
 - (1) When delivered by first class mail, postage prepaid, notice shall be deemed delivered three (3) business days after deposit in the United States Mail.
 - (2) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
 - (3) When delivered by overnight delivery by a nationally recognized overnight courier, notice shall be deemed delivered one (1) business day after deposit with that courier.
 - (4) When personally delivered to the recipient, notice shall be deemed delivered on the date personally delivered.

b. The place for delivery of all notices given under this Agreement shall be as follows:

Grantee: Robert Leitao
1701 N. California Blvd., #27
Walnut Creek, CA 94596
Telephone: 510-406-4184

County: Real Estate Division
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Telephone: 925-313-2250
Attn: Jann Edmunds

or to such other addresses as the County and the Grantee 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 County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement. The County has no other right or claim to compensation arising out of or connected with the acquisition of the Property by the Grantee, 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 Grantee's acquisition of the 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.** This Agreement shall be governed and construed in accordance with California law.

CONTRA COSTA COUNTY

By _____
Julia R. Bueren
Public Works Director

Date: _____
(Date of Board Approval)

BARE VENTURES, LLC

By Robert Leitao
Robert Leitao, Manager

Date 5/2/17
(Date Signed by Grantee)

RECOMMENDED FOR APPROVAL:

By Janr Edmunds
Janr Edmunds
Associate Real Property Agent

By _____
Karen A. Laws
Principal Real Property Agent

APPROVED AS TO FORM:
Sharon L. Anderson
County Counsel

By _____
Deputy County Counsel

Exhibits

Exhibit A – Legal Description

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

JE:sd
G:\realprop\Jann\Slater Ave. Pleasant Hill\AG.12a (Bare Ventures LLC) Slater Ave cc comments 5-4-17.doc

Excess Road Right of Way
Slater Avenue at Taylor Blvd.
APN 164-060-017

Exhibit "A"

Real property in the City of Pleasant Hill, County of Contra Costa, State of California, lying within Rancho Las Juntas, and being portions of the parcels of land granted to Contra Costa County in the Grant Deeds recorded July 26, 1956 in Book 2814 of Official Records at page 408 and recorded January 5, 1955 in Book 2451 of Official Records at page 334, described as follows:

Parcel One - Fee

Commencing on the southern line of the 3.44 acre parcel of land awarded to M.F. Slater in the Order Confirming Commissioners Report and of Partition in the Matter of the Estate of Clara Bell Slater, deceased, Contra Costa County Superior Court No. 4680, a certified copy of which was recorded December 21, 1939, in book 531 of Official Records, page 400, at the southwestern corner of the parcel of land described in the deed from M.F. Slater to Robert L. Hargrove, et ux, recorded November 6, 1953, in book 2220 of Official Records, page 572; thence along the exterior lines of said M.F. Slater 3.44 acre parcel as follows: south 84°00'29" west (south 82°54' west - deed) 120.92 feet; thence north 4°16'39" west (north 5°31' west - deed) 236.27 feet to the point of beginning; thence from said point of beginning, continuing north 4°16'39" west 229.62 feet; thence south 88°49'09" east (south 89°55' east - deed) 120.92 feet to the western line of said Hargrove parcel; thence continuing south 88°49'09" east 6.53 feet to a point on a non-tangent curve concave to the southeast, having a radius of 2080.00 feet, a radial to said curve bears north 60°33'07" west, said point being on the northwesterly right of way of Taylor Boulevard as shown on map No. RW-3552A dated Feb. 1956 (sheet 9 of 18) on file at the Contra Costa County Public Works Department; thence southerly along said curve and said right of way through a central angle 6°56'25" an arc length of 251.95 feet to the point of beginning.

Reserving therefrom any and all abutters' rights of access along the westerly line of Taylor Boulevard as shown on said map (RW-3552A) and Exhibit "B" attached.

Containing an area of 13,926 square feet of land, more or less.

Parcel Two - Easement

A nonexclusive right of way over what is known as "Slater Avenue" "for the use of the person interested in the lands partitioned", as provided for in the Order Confirming Commissioners Report and of Partition, filed October 8, 1923 in the Matter of the

Estate of Clara Bell Slater, deceased (Case No. 4680, Superior Court, Contra Costa County), a certified copy of which was recorded December 21, 1939, in book 531 of Official Records, page 400; said Slater Avenue being described as follows:

"Beginning at a point where the northerly line of the 'Slater Tract' intersects the westerly line of the public road known as 'Martinez & Walnut Creek Road'; thence north 89°55' west along an old established avenue between lands of the Slater Estate and lands of G. Giberti, 24.70 chains, more or less, to station; thence south 5°31' east 45.2 links to a station; thence south 89°55' east, parallel with first line and 45.2 links distant thereon to the westerly line of the County road; thence along the west line of said road, 68 links, more or less, into the place of beginning.

Note: Access along said right of way is now restricted at both sides of Taylor Boulevard, but alternative access to the western portion of "Slater Avenue" is provided via the public road "Dobbs Drive".

Exhibit "B", a plat, is attached hereto and by this reference made a part hereof.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 

Licensed Land Surveyor
Contra Costa County Public Works Department

Date: 2/17/17



EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"



1"=80'

102 M 14
Lot 10

S88° 49' 09" E

Slater Ave.

127.45

Area-13,926
sq. ft.

Slater Ave.

N60° 33' 07" W (R)

Bare
Ventures
LLC
2014-095907

N4° 16' 39" W
229.62

S61° 52' 17" E
56.1527

R=2080

Taylor Blvd.

POB

N67° 29' 32" W (R)

LOT "D"
531 O.R. 400

N4° 16' 39" W
235.27

POC

120.91

120.91

120.92
S84° 00' 29" W

P.G.&E. Easement
983 O.R. 54

Access Railquished

Express Road Right of Way APR 184 160 017

Instrument

102 M 14

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Date February 2017

Series No.

Drawn By

By 125 2/15/2016

Plot Area (sq

Plot Area Taylor Blvd
to road right of way