

Parcel Number: 365-150-018

Project Name: Sale of Surplus Property – Reliez Valley Road

Project Number: 7300-8WL140

REAL PROPERTY SALES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, by and between Contra Costa County Fire Protection District, a fire protection district organized under the laws of the State of California, hereinafter called "Grantor," and 2635 Reliez Valley Road Associates, LLC, a California Limited Liability Company, hereinafter called "Grantee." Grantor and Grantee are hereinafter referred to individually as a "party" or collectively as the "parties."

In consideration of the covenants and conditions hereinafter contained, it is mutually agreed as follows:

1. Grantor hereby agrees to sell and convey to the Grantee all of that certain real property ("Property"), as more particularly described and shown in Exhibit "A" and Exhibit "B" of the Grant Deed attached hereto as Attachment 1. Grantee shall pay the County the purchase price for the Property ("Purchase Price") of Twenty Five Thousand Dollars and No/100 (\$25,000). The Grantee understands that this sale is subject to approval by the Grantor's Board of Directors, and the Grantor reserves the right to cancel the sale at any time prior to the recording of the Grant Deed. In the event of Grantor's cancellation of this sale, all monies deposited into Escrow by the Grantee shall be refunded without payment of interest.
2. The right, title, and interest in the Property to be conveyed to the Grantee shall not exceed that vested in the Grantor, and said Property is sold subject to all existing easements, covenants, conditions, restrictions, reservations, and all other encumbrances, whether the same be recorded or unrecorded.
3. Grantor shall retain possession of the Property up to the date of recording the Grant Deed. It is understood that Grantee acquires no right, title, interest, or equity in or to the Property until the Grant Deed is recorded.
4. The sale will be consummated through an Escrow established with Chicago Title Company, 1676 N. California Boulevard, Suite 117, Walnut Creek, CA 94596, Escrow Number FCLA-3861700882 ("Title Company"). The parties will each prepare and file escrow instructions with said Title Company consistent with the terms of this Agreement. If for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow, the Grantee will select an alternate title company to handle the transaction, and notify the Grantor 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. Escrow shall be deemed to be closed and the Property shall be

deemed to be conveyed on the date the Grant Deed is recorded ("Closing Date"). All escrow fees, recording fees, documentary transfer taxes, and 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 Grantee. All taxes, assessments, fees, and charges on the Property will be apportioned between the Grantor and the Grantee as of the Closing Date, and the Grantee shall be responsible for all taxes assessments, fees, and charges on the Property from and after the Closing Date. If title insurance is desired by the Grantee, the Grantee will be solely responsible to pay the premium charged therefor.

5. The Grantee shall deposit the full Purchase Price with the Title Company on or before the Close of Escrow, together with any and all funds estimated by the Title Company to be necessary to pay all escrow fees, recording fees, documentary transfer taxes, and other real estate transaction taxes or fees required to be paid by Grantee at the Close of Escrow under this Agreement.
6. On or before the Close of Escrow, the Grantor will deliver into Escrow with said Title Company a certified copy of the Board Order and Grant Deed, in recordable form and properly executed on behalf of the Grantor, conveying all of Grantor's right, title, and interest in the Property to the Grantee in accordance with this Agreement. The Grantor will instruct the Title Company to record, at the Close of Escrow, the Grant Deed, marked for return to the Grantee, which shall be deemed delivery to the Grantee.
7. The property described herein is being sold and conveyed on an "as is" basis and Grantor makes no warranty, claim or guaranty, or any kind, as to the condition and/or possible uses of the land or any improvements thereon.
8. 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 they shall not merge in the deed or other documents following the delivery and recordation of said deed or other documents.
9. 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.
10. 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 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.

11. This Agreement may be executed in counterparts. Signature pages may be detached from counterparts and attached to a single copy of the Agreement.

The parties herein have set forth the whole of their agreement and the performance of this agreement shall relieve the grantor of all further obligations or claims on this account.

GRANTOR

CONTRA COSTA COUNTY FIRE PROTECTION
DISTRICT

APPROVED:

By _____
Jeff Carman
Fire Chief

Date: _____
(Date of Board Approval)

RECOMMENDED FOR APPROVAL:

By _____
Jewel Lopez
Senior Real Property Technical Assistant

By _____
Karen A. Laws
Principal Real Property Agent

GRANTEE

2635 RELIEZ VALLEY ROAD
ASSOCIATES, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY

By _____
E. Marc Rudd
Member

By _____
Pamela K. Rudd
Member

Recorded at the request of:
2635 Reliez Road Associates, LLC

Return to:
Chicago Title Company
1676 N. California Blvd., Ste. 117
Walnut Creek, CA 94595
Attn: Cari Connor
Escrow No.: FLCA-3861700882

Assessor's Parcel No. 365-150-018

Title Co. Order No.: FLCA-3861700882

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, a fire protection district organized under the laws of the State of California,

Grants to 2635 RELIEZ VALLEY ROAD ASSOCIATES, LLC, a California limited liability company, the following described real property in the unincorporated area of the County of Contra Costa, State of California,

FOR DESCRIPTION AND MAP SEE EXHIBIT "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

Dated _____

By _____
Federal D. Glover
Chair, Board of Directors

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On _____ before me, _____ Clerk of the Board of Supervisors, Contra Costa County, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Deputy Clerk

EXHIBIT "A"

Fee Title: APN 365-150-018 (Reliez Valley Road)

Real Property in an unincorporated area of the County of Contra Costa, State of California, being a portion of the Rancho Canada del Hambre, Southern Part, being described as Parcel 16 in the Grant Deed recorded at the Contra Costa County Recorder's Office on May 21, 2013 as Instrument 2013-0128596-00, and described as follows:

All that land in the Grant Deed recorded as a part of the Contra Costa County Board of Supervisors Resolution recorded on May 1, 1957 in Volume 2973 of Official Record at Page 489 of the County Records of Contra Costa County.

Reserving therefrom all the rights of the County and the public to that portion lying in Reliez Valley Road.

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



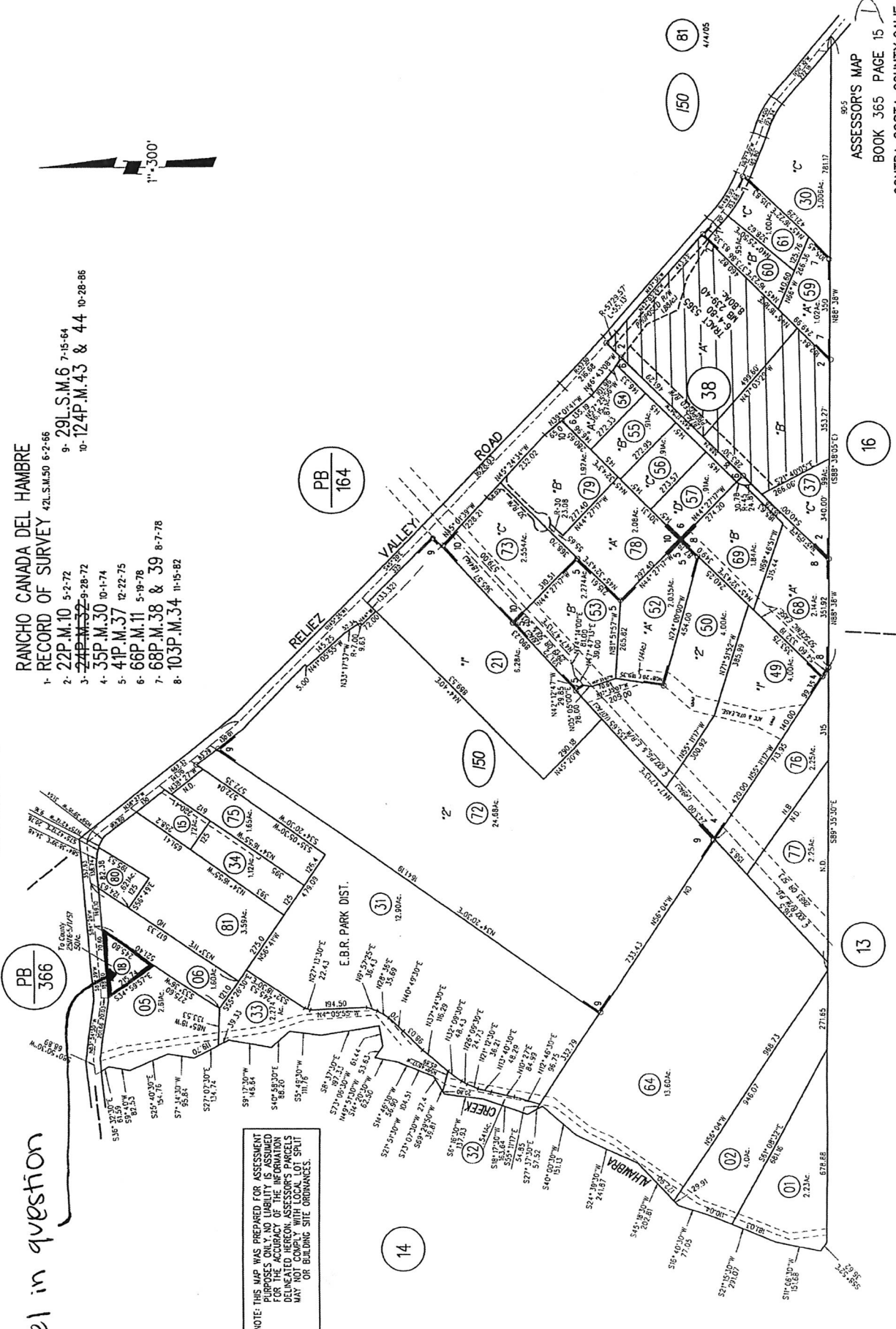
Date: 10.25.2017

EXHIBIT "B"

Parcel in question

RANCHO CANADA DEL HAMBRE

- 1- RECORD OF SURVEY 42L.S.M.50 6-2-56
- 2- 22P.M.10 5-2-72
- 3- 24P.M.32 9-28-72
- 4- 35P.M.30 10-1-74
- 5- 4P.M.37 12-22-75
- 6- 66P.M.11 5-19-78
- 7- 68P.M.38 & 39 8-7-78
- 8- 103P.M.34 11-5-82
- 9- 29L.S.M.6 7-15-64
- 10- 124P.M.43 & 44 10-28-86



ASSESSOR'S MAP
BOOK 365 PAGE 15
CONTRA COSTA COUNTY, CALIF.