

Parcel Number: 416-022-007
Project Name: Sale of Surplus – I80 SPDR Interchange
Project Number: 4660-6X4170

Optionee: Sameer S. Bhokare
Address: 35605 Ballantine Pl
Fremont CA 94536

**OPTION AGREEMENT BETWEEN
CONTRA COSTA COUNTY
AND THE OPTIONEE NAMED HEREIN**
(Not to be Recorded)

1. Recitals.

- a. CONTRA COSTA COUNTY, a political subdivision of the State of California ("County"), is the owner of certain real property described in Exhibit "A" attached hereto and made a part hereof, located at 3036 Avon Lane and further identified as A.P.N. 416-022-007 hereinafter referred to as the "Property."
- b. County proposes to sell the Property.
- c. Sameer S. Bhokare ("Optionee") desires to acquire the exclusive right to purchase the Property at an agreed price and under the specific terms and conditions below.

2. Effective Date.

The effective date of this Option shall be the date that this Option is approved by the Contra Costa County Board of Supervisors ("Effective Date").

3. Grant of Option.

County grants to Optionee the exclusive option to purchase the Property on the terms and conditions in this Option Agreement.

4. Term of Option.

The term of this Option shall commence on the Effective Date and shall expire or terminate on the earliest of the following dates:

- a. **Option Term.** Sixty (60) days following the Effective Date, unless during said period County agrees in writing to extend the Option Period.
- b. **Extension of Option Period.** County, in its sole discretion, shall have the right, but not the obligation, to extend the term of the Option Term, 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 signed by both parties.
- c. **Breach.** Immediately upon a breach or default by Optionee under this Option Agreement.
- d. **Purchase.** The date that the Optionee acquires the entirety of the Property.

5. **Consideration for Option**

- a. **Payment.** As consideration for the Option granted under this Agreement, Optionee agrees to pay County the sum of Ten Thousand Dollars (\$10,000) upon the terms and conditions outlined herein, said amount to be credited to the Purchase Price of the Property ("Option Consideration"). The Option Consideration shall be paid at the Public Works Department, Real Estate Division, 255 Glacier Drive, Martinez, CA 94553, payable to Contra Costa County.
- b. **Retention of Option Consideration.** Except as provided in Section 10 below, all Option Consideration paid to or on behalf of County shall belong to County and be retained by County, whether or not Optionee ultimately exercises its right to purchase the Property. County shall have no obligation to account for the Option Consideration to Optionee.

6. **Terms and Purchase Price.**

- a. **Escrow.** If the Optionee exercises its Option, at County's option the sale may be consummated through an escrow with Chicago Title Company (Title Company), 1676 N. California Blvd., Suite 117, Walnut Creek, CA 94596, Escrow No.36300836. In such case, Optionee hereby authorizes County to prepare and file escrow instructions with said Title Company on behalf of Optionee in accordance with this Agreement. 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 this Property acquisition will select an alternate title company to handle the transaction, and notify 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 deed to Optionee is recorded ("Closing Date"). 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 Optionee. If title insurance is desired by the Optionee, Optionee will be solely responsible to pay the premium charged therefor.
- b. **Purchase Price.** The purchase price ("Purchase Price") for the Property during the Option Term is the sum of One Hundred and Twenty Thousand Dollars (\$120,000). All Option Consideration paid by Optionee shall be credited to the Purchase Price of the Property. The Purchase Price shall be paid at the Public Works Department, Real Estate Division, 255 Glacier Drive, Martinez, CA 94553, payable to Contra Costa County.
- b. **Title; Grant Deed.** The right, title and interest in the Property to be conveyed by County pursuant to this Agreement shall not exceed that vested in the County. If the Optionee exercises its option, the Property shall be conveyed to Optionee subject to all title exceptions, restrictions, easements, liens and reservations, whether or not of record. The sale under this Option is subject to the approval of the Contra Costa County Board of Supervisors. The Optionee may not take possession of the Property until a deed from the Contra Costa County has been recorded. If the Optionee exercises its Option, upon approval by the Board of Supervisors, the County shall convey title to the Property to the Optionee by Grant Deed. It is understood that Optionee acquires no right, title, interest or equity in or to said property until a grant deed to Optionee is recorded.

7. **Exercise.**

From and after the Effective Date, this Option may be exercised by Optionee's delivering to County before the expiration of the Option Term, written notice of the exercise ("Exercise Notice") and payment of the Purchase Price to the County.

8. **Condition of the Property.**

Neither 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.

If Optionee exercises this Option, Optionee will accept the Property in an "as is" condition. County has not made and does not make any representation as to the physical condition of the Property.

As partial consideration for this Option, Optionee hereby releases and discharges County and its employees, agents, attorneys, officers, divisions, related agencies and entities, affiliates, successors, and assigns from any and all claims, demands, causes of action, obligations, damages, and liabilities, which Optionee now has or could assert in any manner related to or arising from the condition of the Property, the presence of any hazardous substance in or around the Property, and the Optionee's present or future use of the Property. Optionee knowingly waives the right to make any claim against the County for such damages and expressly waives 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 OR HER FAVOR AT THE TIME OF
EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE
MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR"

9. **Right of Entry.** During the term of this Option and prior to the Closing Date, Optionee, its agents, contractors and employees, shall have the right to enter the Property at all reasonable times for the purpose of performing reasonable tests, engineering studies, surveys, soil and environmental tests and other tests, surveys, studies, and investigations of the Property as Optionee determines necessary or desirable. Optionee will defend, indemnify and hold County harmless from any claim, loss or liability in connection with any entry by Optionee, its contractors, agents and employees and Optionee will be solely responsible for all costs incurred in connection with these activities or Optionee's investigation of the Property.

10. **Informalities; Cancellation of Sale.**

County reserves the right to waive any informality or irregularity on any offer or cancel the sale at any time prior to recording of a deed. In the event of cancellation of sale by County, through no fault, action or inaction of Optionee, all monies deposited shall be refunded without payment of interest.

11. **Notices.**

All notices (including requests, demands, approvals or 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:
- County: Real Estate Division
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Telephone: 925-313-2220
Fax: 925-646-0288
- Optionee: Sameer S Bhokare
35605 Ballantine Pl
Fremont, CA 94536
(510) 449-9350
- or to such other addresses as Optionee and County may respectively designate by written notice to the other.

12. Assignment, Successors and Third-Party Rights.

This Option and all rights under this Agreement shall be freely assignable. This agreement shall be binding on and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

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 have 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.

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. Governing Law.

This Agreement shall be governed and construed in accordance with California Law. The venue for any legal action pertaining to this Agreement shall be Contra Costa County, California.

16. Severability.

Should any term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States or of the State of California, or otherwise to be unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions of this Agreement shall be deemed severable and shall not be affected thereby, provided that such remaining parts, terms, portions or provisions can be construed in substance to constitute the Agreement that the parties intended to enter into in the first instance.

17. Indemnification.

As partial consideration for this Agreement, Optionee shall defend, indemnify, protect, save and hold harmless 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, including the sole or joint negligence of County, its agents, officers or employees, arising directly or indirectly from or connected with the repairs or any present or future condition of the Property or use of the Property which is the subject of this Agreement, or any representations, misrepresentations or non-representations regarding its condition or use, and will make good to and reimburse County for any expenditures, including reasonable attorneys' fees that County may make by reason of such matters and, if requested by County, will defend any such suits at the Optionee's sole expense.

18. Survival.

All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the close of escrow of the Property, shall be fully enforceable after the Closing Date in accordance with their terms and shall not merge in the deed or other documents following the delivery and recordation of said deed or other documents.

19. Negation of Optionee or Partnership.

No provision of this Agreement shall be construed as making either party an agent or partner of the other party.

20. Time of Essence.

Time is of the essence for the Option Agreement. If the Option is not exercised in the manner provided in Section 7 before the expiration of the applicable Option Term, Optionee shall have no interest in the Property and the Option may not be revived by any subsequent payment or further action by Optionee.

No waiver of any breach of any covenant or provision in this Agreement shall 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.

22. Amendment.

This Agreement may not be amended or altered except by a written instrument executed by County and Optionee.

23. Entire Agreement.

This Agreement contains the entire agreement between the parties respecting the matters set forth, and expressly supersedes all previous or contemporaneous agreements, understandings, representations or statements between the parties respecting this matter.

CONTRA COSTA COUNTY

OPTIONEE

By _____
Karen Mitchoff
Chair Board of Supervisors


By  _____
Sameer S. Bhokare

ATTEST: David J. Twa, Authority
Administrator and Clerk of the Board
of Supervisors

Date 01/17/2018

By _____
Deputy

APPROVED AS TO FORM
Sharon L. Anderson, County Counsel

By  _____
Deputy County Counsel

NO OTHER OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Exhibit A - Legal Description

\\PW-DATA\grpdata\realprop\80 San Pablo Dam Road\Sale of Surplus\SA.03 Option Agreement-County- 3036 Avon Lane.doc
Updated 5/18/15 (County)

EXHIBIT "A"

Land description of one (1) parcel of land in the unincorporated area of Contra Costa County, State of California.

Being a portion of that certain parcel of land described in the Grant Deed to Contra Costa County recorded November 26, 2013 under Recorder's Series Number 2013-0277665, Official Records of said County, more particularly described as follows:

BEGINNING at the most westerly corner of that certain parcel designated as Lot 7 in Block 18, as said lot and block are shown on that certain map entitled "Rollingwood Contra Costa County, California" filed April 6, 1943 in Map Book 26 at Page 916, Official Records of said County, thence along the exterior boundary of said lot the following four (4) courses;

1. North 62°33'06" East 10.47 feet;
2. Northeasterly, along the arc of a curve to the right, concave to the southeast, having a radius of 40.00 feet, through a central angle of 21°47'12", an arc distance of 15.21 feet to a point of reverse curvature;
3. Northeasterly, along the arc of a curve to the left, concave to the northwest, having a radius of 30.00 feet, through a central angle of 22°56'26", an arc distance of 12.01 feet to the most northerly corner thereof;
4. South 60°54'04" East 71.25 feet; thence departing said exterior boundary,
5. South 51°25'19" West 77.80 feet to a point on said exterior boundary; thence along said exterior boundary,
6. North 27°26'54" West 79.45 feet to the **POINT OF BEGINNING**.

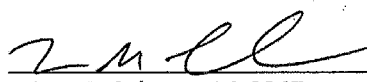
Containing 4,064 square feet (0.093 acres), more or less.

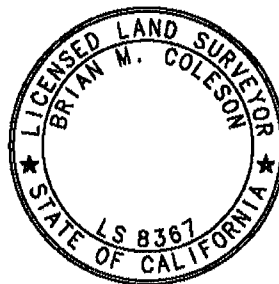
SUBJECT to an easement for utility purposes and incidents thereto to Pacific Gas and Electric Company recorded July 28, 2017 under Recorder's Series Number 2017-0135138, Official Records of said County, and an easement to Pacific Gas and Electric Company recorded in Book 737 of Official Records at Page 159, Official Records of said County.

A plat map is attached hereto and made a part hereof.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 3, and Epoch 1991.35. Multiply distances shown above by 1.0000677 to obtain ground level distances.

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

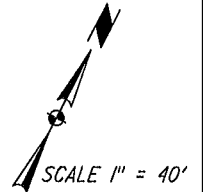

Brian M. Coleson, LS 8367
January 11, 2018
Date



Coordinates, bearings and distances are based on the California Coordinate System of 1983, Zone 3, Epoch 1991.35. Distances are U.S. Survey Feet unless otherwise noted. Distances and stationing are grid distances. Multiply distances by 1.0000677 to obtain ground level distances.

EXHIBIT "B"

CURVE	RADIUS	DELTA	LENGTH
C1	40.00'	21°47'12"	15.21'
C2	30.00'	22°56'26"	12.01'



COUNTY OF
CONTRA COSTA

AVON LANE

P.O.B.

N62°33'06"E 290.34'(T)

C1

C2

BLOCK 18
ROLLINGWOOD TRACT
26 M 916

APN 416-022-020-0

APN 416-013-025-0

APN 416-022-021-8

N27°26'54"W 79.45'

REMAINDER PARCEL
PORTION OF
PARCEL 63750 FEE PARCEL
2013-0277665
APN 416-022-007-7
4,064 SQ. FT.

PGE ESMT
2017-0135138

PGE ESMT
737 OR 159

S51°25'19"W 77.80'

APN 416-022-007-7

EXTERIOR LIMITS OF
PARCEL 63750 FEE
PARCEL

EL PORTAL DRIVE

CONTRA COSTA COUNTY LIMITS
SAN PABLO CITY LIMITS

WIDTH
VARIES

CONTRA COSTA COUNTY LIMITS
SAN PABLO CITY LIMITS

SAN PABLO CITY LIMITS
CONTRA COSTA
COUNTY LIMITS

STATE ROUTE 80
EASTSHORE FREEWAY

CITY OF
SAN PABLO



LEGEND

- = DIMENSION POINT
- = AREA TO BE CONVEYED
- P.O.B. = POINT OF BEGINNING
- = ACCESS CONTROLLED
- O.R.C.C.C. = OFFICIAL RECORDS OF CONTRA COSTA COUNTY

PLAT TO ACCOMPANY DESCRIPTION

REMAINDER PARCEL,
BEING A PORTION OF PARCEL 63750 FEE PARCEL,
AS DESCRIBED IN DOCUMENT 2013-0277665, O.R.C.C.C.
UNINCORPORATED COUNTY OF CONTRA COSTA CALIFORNIA

AECOM
ONE CONCORD CENTER
2300 CLAYTON ROAD, SUITE 1400
CONCORD, CA 94520
(925) 446-3800 FAX (925) 825-1064

JANUARY 11, 2018 SCALE: 1" = 40' JOB NO: 2017-38

A-10571.03 SHEET 1 OF 1