

Recorded at the request of:  
Contra Costa County

Return to:

Premnauth and Uma Persaud  
440 N. Civic Dr. Apt. 314  
Walnut Creek, CA 94596

Portion of Assessor's Parcel No.: 068-132-024

## GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

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

**Grants to** Premnauth Persaud and Uma Persaud, husband and wife, as joint tenants, the following described real property in the City of Antioch, of County of Contra Costa, State of California,

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

CONTRA COSTA COUNTY;

Dated \_\_\_\_\_

By \_\_\_\_\_

John Gioia  
Chair, Board of Supervisors

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

JE:

G:\realprop\SR4 (E) Widening - Somersville Rd to Route 160\SEGMENT 3A\Sunset Drive extension\DE.03 Grant Deed Persaud.doc

**EXHIBIT A**  
**TRANSFER AREA – COUNTY TO PERSAUD**

**Land Description** of real property situate in the City of Antioch, County of Contra Costa, State of California and being a portion of Lot 12, Block 3 as said lots are shown on that certain map entitled Sunset Gardens, Unit No. 2 filed in Book 43 of Maps at Page 20, Records of Contra Costa County and more particularly described as follows:

**Beginning** at the northeast corner of said Lot 12; thence along the east line of Lot 12, South 00° 48' 21" West 113.67 feet to the southeast corner of Lot 12; thence along the south line of Lot 12, North 89° 11' 39" West 6.82 feet; thence crossing Lot 12 for the following two (2) courses: (1) North 53° 14' 11" West 25.70 feet, and (2) North 12° 51' 40" West 101.45 feet to a point on the north line of Lot 12; thence along said north line, South 89° 11' 39" East 51.59 feet to the **Point of Beginning**.

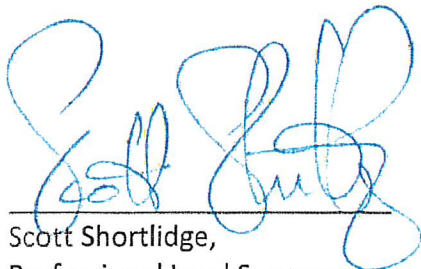
**Containing** 4,164 square feet, more or less.

The **BASIS OF BEARINGS** for this project is the California Coordinate System of 1983, Zone III (Epoch 2000.86) as determined locally by GPS survey measurements and a least squares adjustment holding NGS control stations LAKE ALHAMBRA – PID JS4835, HPGN D CA 04 HK – PID AA3821, GPS CONTROL POINT 41 – PID DE8498, GPS CONTROL POINT 59 – PID DE8508, and GPS CONTROL POINT 60 – PID DE8505 fixed per geodetic values published by the State of California Record of Survey No. 3151 and recorded in 136 LSM 3 thru 6. The projects combined scale factor is 0.99993878. Multiply grid distances by 1.0000612 to obtain ground distances.

See Exhibit B – Plat to Accompany Legal Description which is attached hereto and made a part hereof.

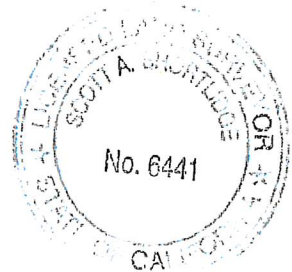
**END OF DESCRIPTION**

This description and its accompanying plat were prepared by or under the direction of:



Scott Shortlidge,  
Professional Land Surveyor  
California No. 6441

11-22-2017  
Date



**LEGEND**

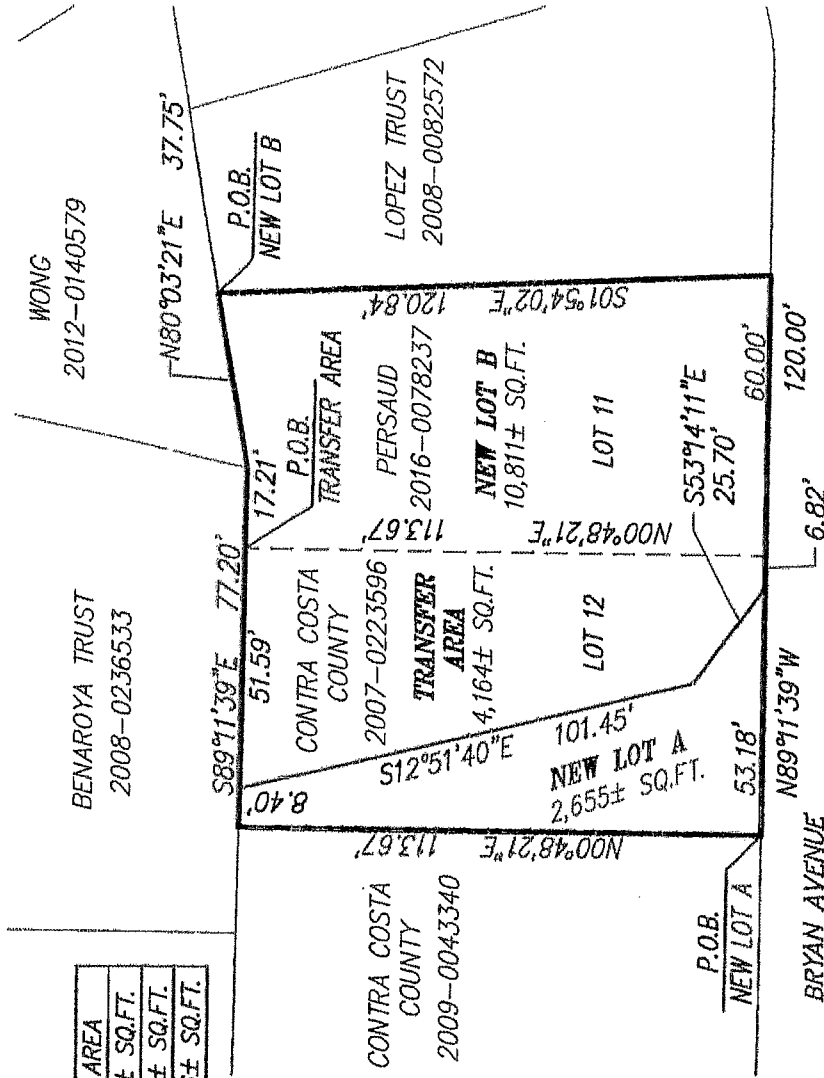
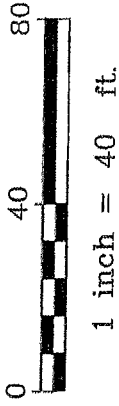
- LOT LINE ADJUSTMENT BOUNDARY
- NEW LOT LINE
- - - LOT LINE TO BE REMOVED
- P.O.B. POINT OF BEGINNING
- SQ.FT. SQUARE FEET

**AREA SUMMARY**

LOT	ORIGINAL AREA SQ.FT.	TRANSFER AREA SQ.FT.	NEW AREA SQ.FT.
NEW LOT A	6,820±	-4,164±	2,655±
NEW LOT B	6,646±	+4,164±	10,811±
TOTALS	13,466±	0	13,466±

**NOTE**

BEARINGS AND DISTANCES ARE BASED ON STATE OF CALIFORNIA RECORD OF SURVEY No. 3151 (136 LSM 3). ALL DISTANCES SHOWN OR DERIVED FROM THIS DRAWING ARE GRID. TO OBTAIN GROUND LEVEL DISTANCES MULTIPLY BY 1.00000612



**EXHIBIT B**

**LOT LINE ADJUSTMENT**

LOT 11, BLOCK 3 (43 M 20)(2016-0078237)

LOT 12, BLOCK 3 (43 M 20)(2007-0223596)

CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA



**RUGGERI-JENSEN-AZAR**  
ENGINEERS ■ PLANNERS ■ SURVEYORS  
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588  
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: 11-08-2017 JOB NO.: 121068

**PURCHASE AND SALE AGREEMENT BETWEEN  
CONTRA COSTA COUNTY  
AND  
PREMNAUTH AND UMA PERSAUD**

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This Agreement is entered into by and between Contra Costa County, a political subdivision of the State of California (hereinafter "County") and Premnauth Persaud and Uma Persaud, husband and wife, as joint tenants (hereinafter "Grantee").

**RECITALS**

- A. County is the owner of approximately 4,164 square feet of real property located in 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".
- B. County agrees to convey the Property to Grantee under the terms and conditions below.

**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 Grantor first for approval, and thereafter to the County. This Agreement is effective on the date approved by the County's Governing Board ("Effective Date").
- 2. **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. Grantee shall take title to the Property in its "AS-IS" condition. County has not made, and does not make, any representation as to the physical condition of the Property. Grantee knowingly waives the right to make any claim against the County for any damages related to the condition of the Property, and Grantee expressly waives all rights provided under 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."

- 3. **Indemnification.** 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 use of the Property, 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 Grantee's sole expense.
- 4. **Transaction Costs.** All recording fees, documentary transfer taxes or other real estate transaction taxes or fees, including Real Estate staff time spent processing and consummating this transaction will be paid by the County.

5. **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.
6. **Possession of the Property.** Possession of the Property shall be delivered to the Grantee at the recordation of the deed herein.
7. **Assignment and Successors.** 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.
8. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing and made as follows:

Grantee: Premnauth and Uma Persaud  
440 N. Civic Dr., Apt 314  
Walnut Creek, CA 94596  
Telephone: 925-597-2469

County: Real Estate Division  
Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
Telephone: 925-313-2000  
Attn: Principal Real Property Agent

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

9. **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. Grantor has no other right or claim to compensation arising out of or connected with the acquisition of the subject property by the County, 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 County's acquisition of the subject property and agrees never to assert such a claim.
10. **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.
11. **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.

12. **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

13. **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.

14. **Governing Law.** This Agreement shall be governed and construed in accordance with California law.

**CONTRA COSTA COUNTY**

**GRANTEE**

By \_\_\_\_\_  
Brian M. Balbas  
Public Works Director

By Premnauth Persaud  
Premnauth Persaud

Date: \_\_\_\_\_  
(Date of Board Approval)

By Uma Persaud  
Uma Persaud

Date 5-7-19  
(Date Signed by Grantees)

**RECOMMENDED FOR APPROVAL:**

By Jann Edmunds  
Jann Edmunds  
Associate Real Property Agent

By Karen A. Laws  
Karen A. Laws  
Principal Real Property Agent

**APPROVED AS TO FORM:**  
Sharon L. Anderson, County Counsel

By \_\_\_\_\_  
Deputy County Counsel

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

G:\realprop\SR4 (E) Widening - Somersville Rd to Route 160\SEGMENT 3A\Sunset Drive extension\AG 12a Purchase & Sale Agreement Final CC review A040519 PERSAUD.doc  
05/17/10 (Escrow Language Changed per Counsel)

**(FORM APPROVED BY COUNTY COUNSEL 8/13)**

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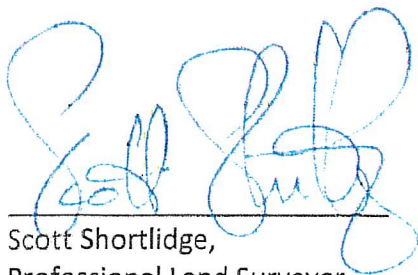
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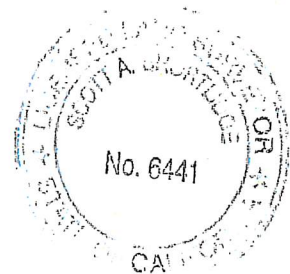
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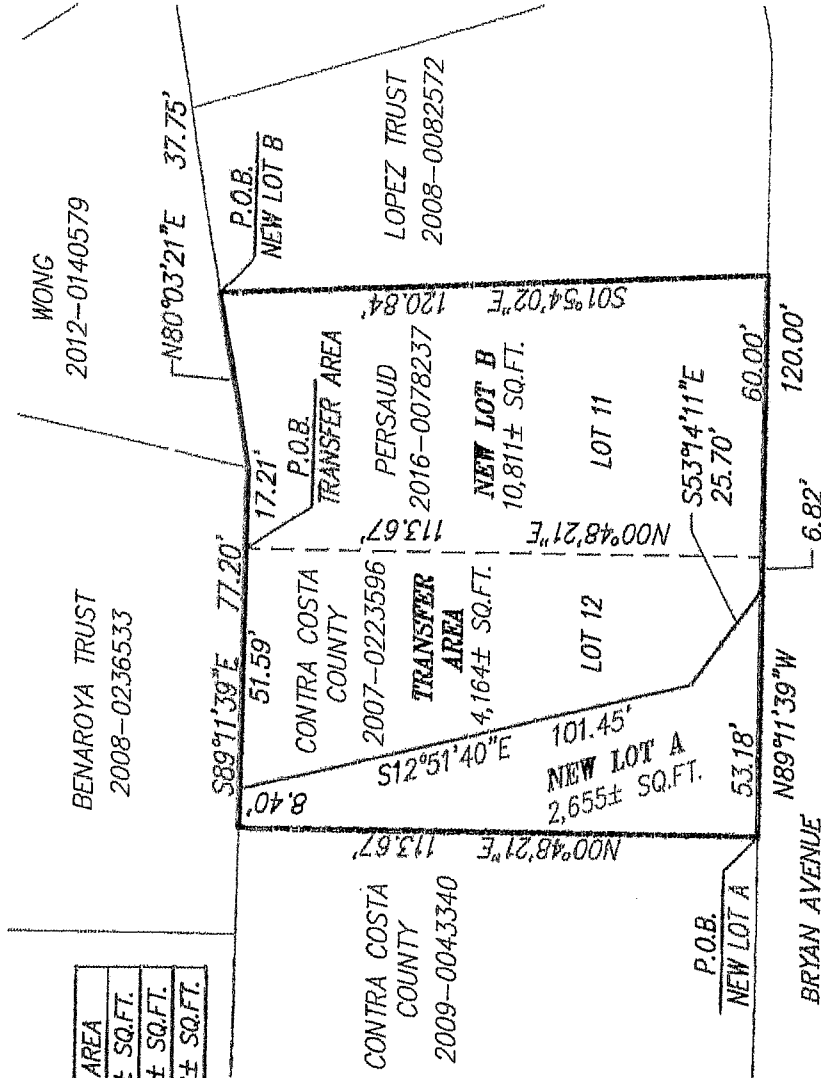
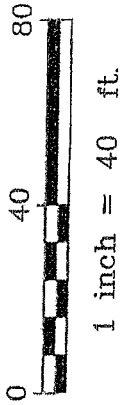
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 LOT 12, BLOCK 3 (43 M 20)(2007-0223596)

CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA



**RUGGERI-JENSEN-AZAR**  
 ENGINEERS & PLANNERS & SURVEYORS  
 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588  
 PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: 11-08-2017 JOB NO.: 121088