

PURCHASE AND SALE OF REAL PROPERTY
(NWC Hookston Road & Contra Costa Boulevard; AKA – Hookston Remnant
Parcel; LRPMP Property No. 2)

This AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (“**Agreement**”) is made this ____ day of ____, 20__ (“**Agreement Date**”) by and between the CITY OF PLEASANT HILL AS SUCCESSOR AGENCY TO THE FORMER PLEASANT HILL REDEVELOPMENT AGENCY (“**Successor Agency**”), and the CITY OF PLEASANT HILL, a municipal corporation (“**City**”).

R E C I T A L S

A. Successor Agency is the fee owner of that certain vacant real property located in the City of Pleasant Hill, Contra Costa County, California (APN 149-110-087-9) commonly known as the “Hookston Remnant Parcel”, Property No. 2 from its Long Range Property Management Plan (“**LRPMP**”), and legally described in Exhibit A attached hereto and incorporated herein (“**Property**”).

B. The Property is owned by Successor Agency as a result of Health & Safety Code Section 34167.5. Successor Agency's predecessor in interest to the Property was the Pleasant Hill Redevelopment Agency (“**Former RDA**”). On December 29, 2011, the California State Supreme Court issued a ruling on the constitutional validity of two 2011 legislative budget trailer bills, Assembly Bill (“**AB**”) x1 26 (Chapter 5, Statutes of 2011) and AB x1 27 (Chapter 6, Statutes of 2011), which resulted in the outright dissolution of all 425 redevelopment agencies in the State of California. As part of that dissolution process, former redevelopment lands, like the Property, inured to successor agencies by operation of law. Moreover, the dissolution laws provide a process for the disposition and/or transfer of assets, including property holdings of the Former RDA. Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, made significant changes to the provisions of AB x1 26, including the process for asset management/disposition/transfers, which include preparation and approval of a **LRPMP** by the Agency and State Department of Finance (“**DOF**”).

C. The LRPMP was approved by DOF on October 9, 2015. The LRPMP provides that the Property was to be listed for sale. If, after listing the property for sale for six months, the Successor Agency had not received any purchase offers, the property would be deemed to have no value and would be transferred to the City for no consideration.

D. Successor Agency listed the Property for sale in November 2017. One viable offer was received from Pacific Gas & Electric (“**PG&E**”). PG&E had originally contacted the City in September 2018 seeking an easement on the Property. The Successor Agency asked PG&E if it would be interested in purchasing the Property instead of seeking an easement. PG&E responded by submitting a \$1,000 offer for the Property on October 25, 2018. The City decided it would prefer to purchase the Property for a higher price and retain ownership. The City is proposing to purchase the Property for \$5,000.

E. The Property is undesirable for development due to its irregular size and shape (“**Property Limitations**”).

F. City and Successor Agency desire to enter into this Agreement to acknowledge the foregoing recitals and to provide for the sale of the Property by Successor Agency to City.

G. Upon acquisition of the Property, costs currently incurred by Successor Agency with respect to the Property will become the responsibility of City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties mutually agree as follows:

TERMS AND CONDITIONS

1. **INCORPORATION OF RECITALS.** The Recitals are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement and are hereby incorporated herein.

2. **PURCHASE AND SALE OF PROPERTY.** City hereby agrees to purchase from Successor Agency, and Successor Agency agrees to sell to City the Property AS-IS together with all rights, privileges, easements, leases, licenses and interests appurtenant thereto, including, without limitation, all oil, gas, water and water rights.

3. **PURCHASE PRICE.** The purchase price for the Property shall be Five Thousand Dollars (\$5,000.00) (“**Purchase Price**”). The Purchase Price has been determined by the parties considering the conveyance is (i) AS-IS and subject to any environmental issues; (ii) without representations or warranties; (iii) conveyed only by a quit claim deed; (iv) without title insurance being provided to City; (v) subject to the Property Limitations; (vi) the lack of interest in the Property as noted in Recital E; and (vii) subject to the City’s covenant that the Property will be used solely for the Public Purposes.

4. **PAYMENT OF PURCHASE PRICE.** City shall pay Successor Agency the Purchase Price for the Property upon delivery of the Quit Claim Deed by Successor Agency to City in the form attached hereto as Exhibit B to be delivered as set forth in Section 5 (“**Quit Claim Deed**”).

5. **CLOSING.**

5.1 No Escrow. No Escrow will be required under this Agreement. Provided City does not terminate this Agreement pursuant to Section 9, the parties shall consummate this transaction within fifteen (15) days from the Agreement Date (“**Closing**”), by Successor Agency executing, acknowledging and delivering the Quit Claim Deed to City in accordance with the requirements of Section 6.

5.2 Recordation. Promptly following Successor Agency’s delivery of the Quit Claim Deed, City shall (i) execute the Certificate of Acceptance and attach it to the Quit Claim Deed and submit it for recordation with the Contra Costa County Records and (ii) deliver the Purchase Price to Successor Agency. It is the intent of the parties that the closing occurs no later than thirty (30) days from the Agreement Date.

5.3 Insurance. Except as otherwise provided herein, insurance policies for fire or casualty, if any, are not to be transferred, and Successor Agency agrees to maintain all current fire or casualty policies in force until City has accepted the Quit Claim Deed, at which time Successor Agency may cancel said policies.

6. CONDITION OF TITLE; POSSESSION.

6.1 Title. Successor Agency shall convey by Quit Claim Deed to City fee simple title to the Property. The parties agree that no title insurance will be provided at Closing and City waives its right to acquire same and understands the risk of such decision.

6.2 Possession. At the Closing, Successor Agency shall deliver possession of the Property to City free and clear of any possessory interests.

7. NO REPRESENTATIONS AND WARRANTIES. Successor Agency makes no representations and warranties to City. Prior to its acquisition, City shall make its own investigation of the Property pursuant to Section 9.

8. NO ESCROW INSTRUCTIONS; COSTS.

8.1 No Escrow Instructions. Because this Agreement is being entered into by two related entities, there will be no independent escrow required.

8.2 General Provisions and Costs. Any costs related to the transfer and recordation of the Property shall be borne solely by City.

9. ENTRY FOR INVESTIGATION. For a period of ten (10) days following the Agreement Date (“**Inspection Period**”), Successor Agency grants to City, its agents and employees a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, investigations and tests shall be done at Successor Agency's sole cost and expense. As a condition to City's entry, inspection or testing, City shall keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this Agreement. If City disapproves the condition of the Property, City shall have the right to terminate this Agreement provided City delivers written notice of termination to Successor Agency prior to the end of the Inspection Period.

10. MISCELLANEOUS.

10.1 No Conflict of Interest. No officer or employee of City or Successor Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Successor Agency and City each warrant that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

10.2 Notices. Any notice which either party may desire to give to the other party must be in writing and may be given by personal delivery, or by mailing the same by U.S. mail to the party

to whom the notice is directed at the address of such party at 100 Gregory Lane, Pleasant Hill, CA 94523.

10.3 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

10.4 No Waiver. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions.

10.5 Amendment. None of the terms and provisions hereof shall be altered or amended unless in writing and signed by the parties.

10.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.7 Merger of Prior Agreements and Understandings. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated by this Agreement and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

10.8 Time of Essence. Time is of the essence of this Agreement and of the transfer of title to the Property.

10.9 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties, notwithstanding that both parties are not signatories to the original or the same counterpart.

10.10 Attorney's Fees. In the event any action or suit is brought by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorneys' fees, expert witness fees, accounting and engineering fees, and any other professional fees resulting therefrom.

10.11 Incorporation of Exhibits. Exhibits A & B attached hereto are incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CITY:

CITY OF PLEASANT HILL, a municipal corporation

By: _____
Ken Carlson, Mayor

ATTEST:

Carol Wu, City Clerk

APPROVED AS TO FORM:

BEST, BEST & KRIEGER

By: _____
Janet Coleson, City Attorney

SUCCESSOR AGENCY:

PLEASANT HILL SUCCESSOR AGENCY as
Successor Agency to the Former Pleasant Hill
Community Redevelopment Agency

By: _____
Ken Carlson, Chairman

ATTEST:

Carol Wu, Agency Secretary

APPROVED AS TO FORM:

BEST, BEST & KRIEGER

By: _____
Janet Coleson, Agency Counsel

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Pleasant Hill, County of Contra Costa, State of California legally described as follows:

APN: 149-110-087-9

EXHIBIT B
QUIT CLAIM DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF PLEASANT HILL
100 Gregory Lane
Pleasant Hill, CA 94523
Attn: City Manager

APN. 149-110-087-9

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

THE UNDERSIGNED GRANTOR DECLARES that the
documentary transfer tax is \$____ under R&T Code §11922.

QUIT CLAIM DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged and subject to the covenants specified below, the PLEASANT SUCCESSOR AGENCY, as successor agency to the former Pleasant Hill Community Redevelopment Agency ("**Grantor**") remises, releases and quit claims forever without representation or warranty of any kind to the CITY OF PLEASANT HILL, a municipal corporation ("**Grantee**") for public purposes, that certain real property (Assessor Parcel No. 149-110-087-9) in the City of Pleasant Hill, County of Contra Costa, State of California, as more particularly described in Attachment No. 1 attached hereto and incorporated herein by reference ("**Property**").

A. Covenant of Non-Discrimination. Grantee agrees to refrain from restricting the rental, sale, or lease of any portion of the Property on the basis of race, color, creed, religion, sex, marital status, age, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(a) **Deeds:** In deeds the following language shall appear: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself, or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) **Leases:** In leases the following language shall appear: "The lessee herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein

leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

(c) **Contracts:** In contracts pertaining to conveyance of the realty the following language shall appear: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

The forgoing covenants shall remain in effect in perpetuity.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the date below.

"GRANTOR"

Dated: _____, 20__

PLEASANT HILL SUCCESSOR AGENCY, as
Successor Agency to the former Pleasant
Community Redevelopment Agency

By _____
Ken Carlson, Chairman

ATTEST:

Carol Wu, Agency Secretary

APPROVED AS TO FORM:

BEST, BEST & KRIEGER

By: _____
Janet Coleson, Agency Attorney

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quit Claim Deed dated _____, 20__, from the PLEASANT HILL SUCCESSOR AGENCY, as successor agency to the former Pleasant Hill Community Redevelopment Agency, is hereby accepted by the undersigned officer on behalf of CITY OF PLEASANT HILL pursuant to authority conferred by City Council of City of Pleasant Hill pursuant to that certain AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY approved on _____, 20__, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20__

GRANTEE:

CITY OF PLEASANT HILL, a municipal
corporation

By: _____
June Catalano, City Manager

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF THE PROPERTY

The real property in the City of Pleasant Hill, County of Contra Costa, State of California legally described as follows:

A portion of Lot 21, as said Lot 21 is shown upon that map of Walnut Creek Acres, Unit No. 1, filed September 22, 1941 in Map Book 25, Page 848, Contra Costa County Records, described as follows:

COMMENCING at the southwesterly comer of said Lot 1; thence along the southerly line thereof, S. $88^{\circ}19'00''$ E., 61.72 feet to the general westerly line of State Highway 680; thence along last said line, along a tangent curve to the left with a radius of 15.00 feet, through an angle of $82^{\circ}42'36''$, an arc length of 21.65 feet to a point of compound curvature; thence along a tangent curve to the left with a radius of 4458.00 feet, through an angle of $1^{\circ}55'28''$, an arc length of 149.74 feet to the westerly line of said Lot 21; thence along last said line S. $31^{\circ}34'50''$ W., 188.78 feet to the point of commencement.

CONTAINING 6,109 square feet, more or less.

There shall be no abutter's rights of access appurtenant to the above-described real property in and to the adjacent State freeway.

The bearings and distances used in the above description are on the California Coordinate System of 1927, Zone 3. Multiply the above distances by 1.0000636 to obtain ground level distances.

APN: 149-110-087-9

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)
) ss.
COUNTY OF _____)

On _____, 20__ before me, _____, a notary public, 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.

Notary Public

SEAL: