

PURCHASE AND SALE AGREEMENT
AND JOINT CLOSING INSTRUCTIONS
(Delta Fair Boulevard APN 074-080-034-7)

THIS PURCHASE AND SALE AGREEMENT AND JOINT CLOSING INSTRUCTIONS (this “**Agreement**”) is made and entered into as of _____, 2020 (“**Effective Date**”) by and between the CITY OF ANTIOCH a California municipal corporation (“**Seller**”), and CONTRA COSTA COUNTY a political subdivision of the State of California (“**County**”).

IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and County hereby agree as follows:

1. Purchase and Sale. Seller hereby agrees to sell to County, and County hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following (collectively, the “**Property**”): that certain real property consisting of approximately 4.79 acres located along the southern line of Delta Fair Boulevard, immediately east of the Antioch city limit, in the City of Antioch, County of Contra Costa, State of California, commonly known as Assessor’s Parcel No. 074-080-034 (the “**Land**”) all as more fully described in Attachment A, together with all rights, privileges, easements or appurtenances to or affecting the Land (collectively, the “**Appurtenances**”). The Land shall be conveyed to County upon recordation of a Grant Deed substantially in the form of Attachment B (the “**Deed**”).

2. Purchase Price. The purchase price for the Property (“**Purchase Price**”) shall be One Dollar (\$1.00).

3. Title Company; Title to the Property.

(a) Within two (2) days from the Effective Date County shall request a preliminary title report with Old Republic Title Company, _____, Antioch, CA 94509, (“**Title Company**”), its Escrow number 1117020010-JS. Since a prior escrow was open with Old Republic Title Company, any cancellation fees for such escrow shall be borne entirely by County. The purchase and sale of the Property will be consummated between the parties as required by this Agreement. On or before fifteen (15) days from the Effective Date, a current preliminary title report (“**Preliminary Report**”) shall be delivered to Seller and County. Subject to the requirements of this Agreement, at the Closing, County will accept title to the Property subject to all encumbrances and exceptions listed in the Preliminary Report.

(b) At the Closing, Seller shall cause to be conveyed to County fee simple title to the Land, by the duly executed and acknowledged Deed substantially in the form attached hereto as Attachment B, and subject to the restrictions set forth therein;

(c) As used in this Agreement, “**Closing**” shall be deemed to occur upon the parties’ completion of the requirements in Section 8(a)(iii). As a condition of County’s obligation to purchase the Property, evidence of delivery of fee simple title to the Property shall be the delivery by Seller of the Grant Deed and its recordation in the Contra Costa County public records

(the “**Title Policy**”), subject only to such exceptions listed in the Preliminary Report, which County has approved.

4. Feasibility. County has reviewed the Preliminary Report and the existing zoning, entitlement, planning or similar issues applicable to the Property. County will review Seller’s Deliveries upon receipt. County has determined that it does not need to perform any further investigations or inspections of the Land prior to the Closing.

5. Seller's Deliveries. Within three (3) business days following the Effective Date, Seller shall deliver to County a Natural Hazards Disclosure Report (“**Seller's Deliveries**”). Within 10 business days of the Effective Date, Seller will begin the process of road vacation for the road easement from the Property line to Century Boulevard, and shall proceed to complete such process in the required statutory manner under applicable law. The obligation to process the vacation shall be Seller’s obligation and shall survive Closing, but the vacation process is subject to such public process and any resultant outcome. Seller does not control the process and cannot control the outcome.

6. Conditions to Seller's Obligations. Seller's obligations hereunder, include, but are not limited to, its obligation to consummate the transactions provided for herein, and are subject to the satisfaction of each of the following conditions, each of which is for the sole benefit of Seller and may be waived by Seller in writing in Seller’s sole and absolute discretion:

(a) County shall not be in default under this Agreement.

(b) Each representation and warranty made in this Agreement by County shall be true and correct in all material respects at the time as of which the same is made and as of the Closing.

7. Conditions Precedent to Closing. The following are conditions precedent to County's obligation to purchase the Property (the “**Conditions Precedent**”). The Conditions Precedent are intended solely for the benefit of County and may be waived only by County in writing in County’s sole and absolute discretion. In the event any Condition Precedent is not satisfied, County may, in its sole and absolute discretion, terminate this Agreement.

(a) County's inspection, review and approval of the Seller’s Deliveries.

(b) Seller shall have complied with all of Seller's duties and obligations contained in this Agreement. Seller’s representations and warranties in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing.

8. Closing, Prorations.

(a) The Closing shall take place one (1) business day after all of the following have been delivered to the required party (the “**Closing Date**”).

(i) Within two (2) business days following County’s delivery of the Closing Notice to Seller, Seller shall deliver to County:

(1) the duly executed and acknowledged Deed for the Property;

(2) an amount sufficient to pay all costs required to be paid by Seller at the Closing, as estimated and mutually agreed upon between Buyer and Seller, including Seller's share of costs under Section 8(b);

(3) If required to comply with laws, a duly executed affidavit that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986 together with a duly executed non-foreign person affidavit and evidence that Seller is exempt from the withholding obligations imposed by California Revenue and Taxation Code Sections 18805, 18815, and 26131; and

(4) Any other instruments, records or correspondence called for hereunder which have not previously been delivered.

(ii) Within two (2) business days following County's delivery of the Closing Notice to Seller, County shall deliver a copy of the acceptance executed on behalf of County to accept the conveyance of the Land described in the Deed. When requested by the other party or Title Company, Seller and County shall each deposit such other instruments as are reasonably required by Title Company or otherwise required to close the transaction and consummate the conveyances under the terms of this Agreement, and County shall pay Seller the Purchase Price on the Closing date, and, subject to any separate payment arrangement with Title Company, an amount sufficient to pay all other costs required to be paid by County at the Closing, as estimated in good faith by the parties, including County's share of costs under Section 8(b);

(iii) The parties shall cause the Closing to occur no later than one (1) business day after the last of County's and Seller's deliveries to the other party are complete. At the Closing, the parties shall close the transaction as follows:

(1) County shall record the Deed, marked for return to County, which shall be deemed delivery to County;

(2) County shall pay the Purchase Price to Seller on the Closing Date;

(3) Each party shall prepare and deliver to the other party one signed copy of all receipts and disbursements of the transaction which were paid by such party, and copies of all recorded documents.

(b) Payments at the Closing: Except for any charges by Title Company for the Preliminary Title Report which shall be borne by County, costs and expenses incurred in this transaction shall be paid equally by County and Seller. Seller may make separate payment arrangements with Title Company to pay after Closing to the extent any charges must be collected by Title Company. The provisions of this Section 8(b) shall survive the Closing.

9. Seller's Representations; "As-Is" Condition; Releases.

(a) Seller's Representations and Warranties. Seller represents and warrants:

(i) Seller is duly created, validly existing, and has full right, power, and authority to enter into this Agreement and to perform Seller's obligations hereunder. As executed by Seller and delivered to County, this Agreement constitutes a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms.

(ii) To the actual knowledge of Seller, Seller has received no notice of pending litigation, condemnation, or eminent domain proceeding affecting the Property.

(iii) As of the Effective Date, Seller has not received written notice from any governmental authority asserting that the Property is in violation of any statutes, regulations, rules, ordinances, codes, or governmental orders relating to Hazardous Materials (defined below), and Seller has no actual knowledge that any such violation exists. If, prior to the Closing, Seller receives any notice that such a violation exists, Seller will immediately convey that notice to County, and County shall have the right to terminate this Agreement upon written notice to Seller. Seller's knowledge with regard to this Section 9(a)(iii) shall be limited to the City Engineer's actual knowledge as of the Effective Date, with no duty of inquiry or imputed knowledge.

(b) "AS-IS" Condition of the Property. Upon the Closing County shall accept the Property in an "AS-IS" condition. Except as expressly set forth in Section 9(a) and elsewhere in this Agreement, neither Seller, nor its agents or employees, have made any warranty, guarantee, or representation concerning any matter or thing affecting or relating to the Property, including the physical condition of the Property, any improvements thereon, the condition of the soil, geology, or seismic conditions of the Property, the presence of known or unknown faults, on, in, or under the Property, the environmental condition of the Property, and any exceptions to title to the Property, whether or not of record; nor does Seller assume any responsibility for the conformance the codes or permit regulations of the city within which the Property is located. Except for the express representations and warranties of Seller set forth in Section 9(a) or elsewhere in this Agreement, County relies solely on County's own judgment, experience, and investigations as to the present and future condition of the Property. County's election to purchase the Property, will be based upon and will constitute evidence of County's independent investigation of the Property, its use, development potential and suitability for County's intended use, including (without limitation) the following (the "**Covered Subject Areas**"): the feasibility of developing the Property for the purposes intended by County and the conditions of approval for any subdivision map; the size and dimensions of the Property; the availability, cost and adequacy of water, sewerage and any utilities serving or required to serve the Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the Property; any surface, soil, subsoil, fill, or other physical conditions of or affecting the Property, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Property for any existing or proposed development thereof including but not limited to zoning, building, subdivision, environmental, or other such regulations; the necessity or availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, parcel or subdivision maps and public reports, requirements of any improvement agreements; requirements of the California Subdivision Map Act, and any other governmental permits, approvals or acts (collectively "**Permits**"); the necessity or existence of any

dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Permits; the presence of endangered plant or animal species upon the Property; and all of the matters concerning the condition, use, development, or sale of the Property. Seller will not be liable for any loss, damage, injury or claim to any person or property arising from or caused by the development of the Property by County.

(c) County's Release of Seller. As partial consideration for this Agreement, effective upon the Closing, County hereby releases and discharges Seller 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 (together, "**Liabilities**"), which County now has or could assert in any manner related to or arising from the condition of the Property, the presence of any Hazardous Materials in, on, or around the Property, and the County's future use of the Property. As used in this Agreement, "**Hazardous Materials**" includes petroleum, asbestos, radioactive materials or substances defined as "hazardous substances," "hazardous materials" or "toxic substances" (or words of similar import) in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and under the applicable California laws. County knowingly waives the right to make any claim against the Seller 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 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

County: _____

(d) Survival. The requirements of this Section 9 shall survive the closing and not merge into the Deed and other recorded instruments.

10. Representations, Warranties and Covenants of County and Seller. County hereby represents and warrants to Seller as follows:

(a) County is a political Subdivision of the State of California. This Agreement and all documents executed by County which are to be delivered to Seller at the Closing are and at the time of Closing will be duly authorized, executed and delivered by County, are and at the time of Closing will be legal, valid and binding obligations of County enforceable against County in accordance with their respective terms, and do not and at the time of Closing will not violate any provision of any agreement or judicial order to which County is subject. County has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) County represents and warrants that it is familiar with the physical condition of the Property, and accepts the Property in an "AS-IS" condition and with all faults.

(c) County, at its sole discretion and at its sole cost, may conduct an independent investigation with respect to zoning and subdivision laws, ordinances, resolutions, and regulations of all governmental authorities having jurisdiction over the Property, and the use and improvement of the Property.

11. Environmental Matters/Release. County relies on its own investigation and not on any representation by Seller regarding Hazardous Materials. County relies solely upon its own investigation and inspection of the Property and the improvements thereon and upon the aid and advice of County's independent expert(s) in purchasing the Property, and shall take title to the Property without any warranty, express or implied, by Seller or any employee or agent of Seller. Seller makes no representations regarding Hazardous Materials in, on or under the Property. Seller's knowledge and disclosures regarding Hazardous Materials are limited to the contents of Seller's Deliveries.

12. Continuation and Survival. All representations, warranties, and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and, unless expressly provided to the contrary, shall survive the execution and delivery of this Agreement, the Deed, and the Closing.

13. County's Failure to Proceed/Seller Termination Right. If County has not delivered its Closing Notice to Seller by 60 days after the Effective Date, Seller may, at its sole option, terminate this Agreement.

14. Possession. Possession of the Property shall be delivered to County on the Closing Date free of any occupant or property not being conveyed to County as provided hereunder.

15. Seller's Cooperation with County. At no cost to Seller, Seller shall cooperate and do all acts as may be reasonably required or requested by County with regard to the fulfillment of any Conditions Precedent. Seller hereby authorizes County and its agents to make all inquiries with and applications to any third party, including any governmental authority, as County may reasonably require to complete its due diligence and satisfy the Conditions Precedent.

16. Brokers and Finders. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the sale contemplated herein.

17. Professional Fees. In the event legal action is commenced to enforce or interpret any of the terms or provisions of this Agreement, each party shall bear its own attorney's fees.

18. Miscellaneous.

(a) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (i) immediately

upon hand delivery, (ii) one (1) business day after being deposited with Federal Express or another overnight courier service for next day delivery, or (iii) two (2) business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required. The parties may deliver a courtesy copy of any notice, consent, or approval by email, to the email addresses below, but an emailed courtesy copy does not substitute for providing notice in the manner required by this Section 18. All notices, consents, and approvals shall be addressed as follows (or such other address as either party may from time to time specify in writing to the other in accordance herewith):

If to Seller: City of Antioch
Attn: City Manager
P.O. Box 5007
Antioch CA 94531
Phone: 925-779-7011.
Email: rbernal@ci.antioch.ca.us

With a copy to: City of Antioch
Attn: City Attorney
P.O. Box 5007
Antioch CA 94531
Phone: (925) 779-7015
E-Mail: tsmith@ci.antioch.ca.us

If to County: Contra Costa County
Attn: Principal real Property Agent
255 Glacier Drive,
Martinez, CA 94553
Phone: (925) 313-2000
Jessica.dillingham@pw.cccounty.us

With a copy to: Contra Costa County Counsel's Office
Attn: Stephen M. Siptroth
651 Pine Street, 9th Floor
Martinez, CA 94518
Phone: (925) 335-1800
Email Stephen.Siptroth@cc.cccounty.us

(b) Successors and Assigns. County shall have the right to assign this Agreement to any entity controlling, controlled by or under common control with County without Seller's consent or approval, and otherwise County shall have the right to assign this Agreement to any entity subject to Seller's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Any such assignee shall assume all obligations of County hereunder; however, County shall remain liable for all obligations hereunder. Seller shall have the right to assign this Agreement. Except as otherwise permitted by this paragraph, neither this Agreement nor the rights of either party hereunder may be assigned by either party. This Agreement shall be

binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

(c) Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and County.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Construction. Headings at the beginning of each Section and subparagraph are solely for the convenience of the parties and are not a part of the 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 the same. Unless otherwise indicated, all references to Sections and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(f) No Joint Venture. This Agreement shall not create a partnership or joint venture relationship between County and Seller.

(g) Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof, including without limitation, any letters of intent previously executed or submitted by either or both of the parties hereto, which shall be of no further force or effect upon execution of this Agreement.

(h) Time of the Essence. Time is of the essence of this Agreement. As used in this Agreement, a "business day" shall mean a day which is not a Saturday, Sunday or recognized federal or state holiday. If the last date for performance by either party under this Agreement occurs on a day which is not a business day, then the last date for such performance shall be extended to the next occurring business day.

(i) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(j) Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties.

(k) Exhibits. All exhibits attached hereto and referred to herein are incorporated herein as though set forth at length.

(l) Captions. The captions appearing at the commencement of the sections and paragraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and paragraph and not such caption shall control and govern in the construction of this Agreement.

(m) No Obligation To Third Parties. Execution and delivery of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than the parties hereto.

(n) Waiver. The waiver by any party to this Agreement of the breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement.

(o) Interpretation. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654 and any successor statute) or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement.

(p) Counterparts/Facsimile/.PDF Signatures. This Agreement may be executed in counterparts and when so executed by the Parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the Parties, notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and County intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

SELLER:

**CITY OF ANTIOCH, a California
municipal corporation**

By: _____
Ron Bernal
City Manager

Date: _____

Attest:

By: _____
Arne Simonsen
City Clerk

Approved as to form:

By: _____
Thomas Lloyd Smith
City Attorney

COUNTY:

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

By: _____
Brian M. Balbas
Director of Public Works

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

Approved as to form:

Sharon L. Anderson, County Counsel

By: _____
Stephen M. Siptroth
Deputy County Counsel

Attachments and Exhibits:

Attachment A: Legal Description

Attachment B: Grant Deed

Exhibit A: Legal Descriptions

Exhibit B: Plat

ATTACHMENT A
LEGAL DESCRIPTION & PLAT OF THE PROPERTY

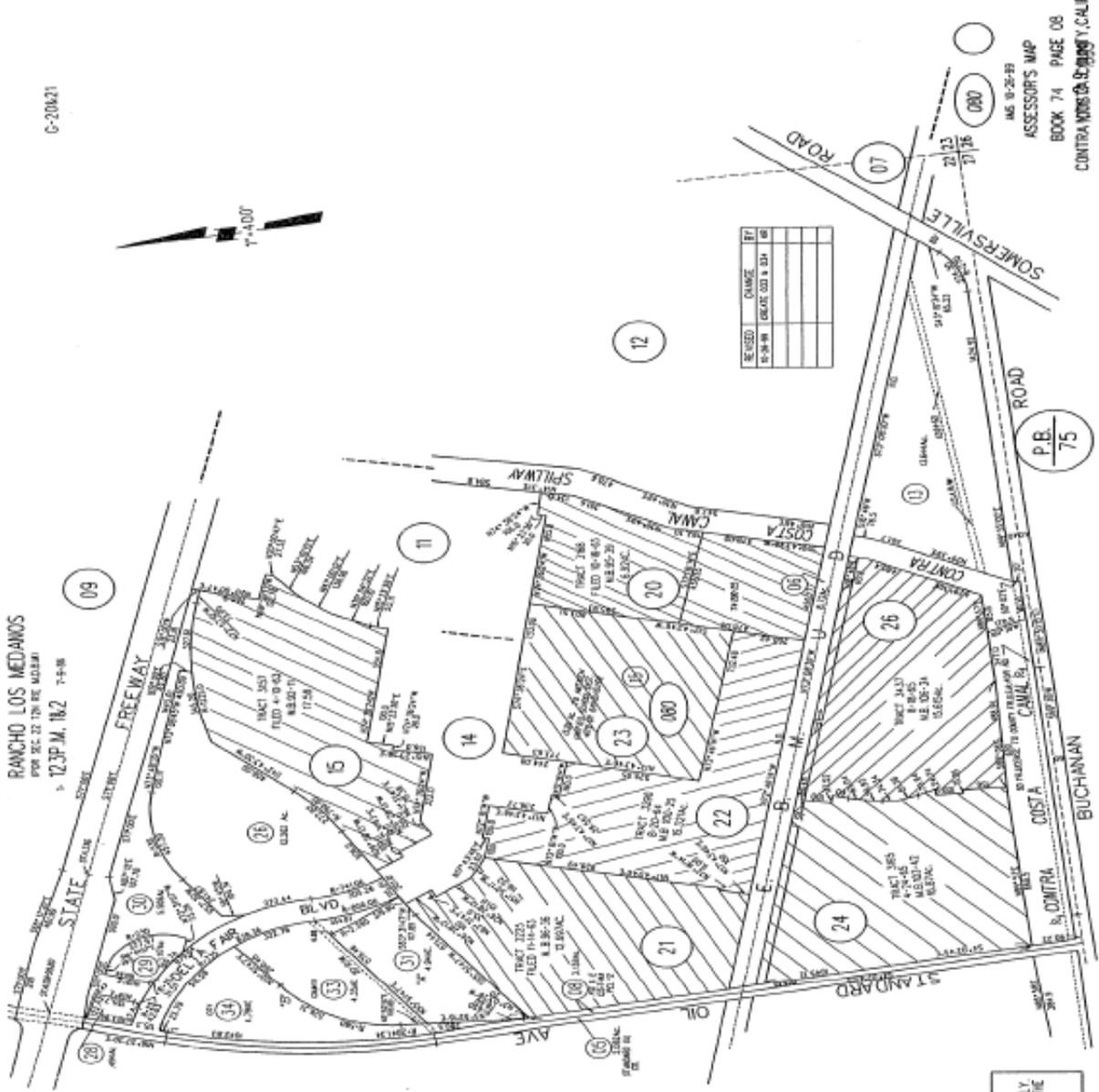
The land referred to is situated in the County of Contra Costa, City of Antioch, State of California, and is described as follows:

Parcel B as shown on the Parcel Map entitled "Subdivision MS 19-84A, a portion of the Rancho Los Medanos, City of Antioch", filed in the Office of the Recorder of Contra Costa County on July 9, 1986 in Book 123 of Parcel Maps, at Page 1.

Excepting therefrom that portion thereof described in the Grant Deed to Contra Costa County, a political subdivision of the State of California, recorded August 3, 1999 as Instrument No. 1999-0207644 of Official Records.

APN: 074-080-034-7

RANCHO LOS MEDANOS
FOR SEC. 22, 17N 10E M2241
12.3P.M. 182 7-9-88



REUSED	CHANGE	BY
10-28-88	CREATE CO2 & 04	06

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON.

ASSASSOR'S MAP
BOOK 74 PAGE 08
CONTRA COSTA COUNTY, CALIF.

**ATTACHMENT B
FORM OF GRANT DEED**

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO, AND
MAIL TAX STATEMENTS TO:

CONTRA COSTA COUNTY

A.P.N.: 074-080-034-7

(Space Above Line for Recorder's Use Only)
Exempt from recording fees – Government Code Section 27383

The Undersigned Grantor(s) Declare(s):

DOCUMENTARY TRANSFER TAX \$ _____; CITY TRANSFER TAX \$ _____; SURVEY MONUMENT FEE \$ _____

- [] computed on the consideration or full value of property conveyed, OR
[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[] unincorporated area; [] City of _____, and

GRANT DEED

FOR VALUE RECEIVED, CITY OF ANTIOCH (“**Grantor**”), grants to CONTRA COSTA COUNTY, a political subdivision of the State of California, (“**Grantee**”), all that certain real property situated in the County of Contra Costa, State of California, described on Exhibit A attached hereto and by this reference incorporated herein (the “**Property**”).

Deed Restrictions:

1. **Use.** Grantee shall use the Property only for navigation centers/assessment centers, emergency shelter, transitional and bridge housing, and/or permanent support housing for individuals experiencing homelessness (“**Approved Use**”). Grantee shall commence construction on the navigation center facility within two (2) years from the date hereof. Grantee shall be responsible to pay for the cost of any off-site improvements required to construct the transitional housing facility and the cost of any development fees imposed by the City of Antioch (collectively, “**Construction Costs**”).
2. **Right to Reenter.** Grantor shall have the right, at its option, to reenter and take possession of the Property (or any portion thereof) with all improvements thereon, and terminate and revest in Grantor the estate theretofore conveyed to Grantee, if Grantee:
 - a. uses the Property for any other use other than the Approved Use; or
 - b. fails to commence construction of the facility for the Approved Use within two years after recording of this grant deed.

- c. fails to complete construction of the facility for the Approved Use within three years after commencing construction of the facility as demonstrated by (i) the recordation of a valid Notice of Completion and (ii) issuance of a certificate of occupancy for the facility.
3. **Covenant.** The covenants contained in this Grant Deed shall be construed as covenants running with the land, and not as conditions which might result in forfeiture of title.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____, 2020.

GRANTOR:

CITY OF ANTIOCH, a California municipal corporation

By: _____
Ron Bernal
City Manager

GRANTEE hereby accepts and approves of each of the covenants, conditions and restrictions set forth in this Grant Deed.

GRANTEE:

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

By: _____
Brian M. Balbas
Director of Public Works

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 _____)

On _____, 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.

Signature _____

(Seal)

EXHIBIT A
LEGAL DESCRIPTION

The land referred to is situated in the County of Contra Costa, City of Antioch, State of California, and is described as follows:

Parcel B as shown on the Parcel Map entitled "Subdivision MS 19-84A, a portion of the Rancho Los Medanos, City of Antioch", filed in the Office of the Recorder of Contra Costa County on July 9, 1986 in Book 123 of Parcel Maps, at Page 1.

Excepting therefrom that portion thereof described in the Grant Deed to Contra Costa County, a political subdivision of the State of California, recorded August 3, 1999 as Instrument No. 1999-0207644 of Official Records.

APN: 074-080-034-7

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2020, from the CITY OF ANTIOCH, a municipal corporation, as GRANTOR thereunder, and CONTRA COSTA COUNTY, a political subdivision of the State of California, as GRANTEE thereunder, is hereby accepted by the undersigned officer on behalf of CONTRA COSTA COUNTY pursuant to the authority conferred by authority of CONTRA COSTA COUNTY's governing body at its regular meeting on _____2020, and the GRANTEE consents to recordation thereof by its duly authorized officer.

Dated: _____, 2020

By: _____
Brian M. Balbas
Director of Public Works
Date: _____