

**PURCHASE AND SALE AGREEMENT BETWEEN
THE CITY OF SAN PABLO
AND
CONTRA COSTA COUNTY**

This purchase and sale agreement ("Agreement") is dated as of March 10, 2020, and is between the CITY OF SAN PABLO, a municipal corporation of the State of California (the "City") and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County").

RECITALS

- A. On January 18, 2018, the Contra Costa Local Agency Formation Commission ("LAFCO") adopted Resolution No. 18-08, initiating the dissolution of the Rollingwood Wilart Park & Recreation District (the "RWPRPD").
- B. On August 8, 2018, LAFCO adopted Resolution No. 18-08A, naming the County as the successor agency to the RWPRPD. As a result of these actions, all assets and liabilities of the RWPRPD were transferred to County, including an approximately 0.21-acre parcel of real property located in the City of San Pablo, County of Contra Costa, State of California, commonly known as 2395 Greenwood Drive and having Assessor's Parcel Number 416-074-004, as more particularly described in Exhibit A (the "Property"). The Property includes all improvements and fixtures, a two story building and parking lot and all of the County's right, title and interest in and to all easements, rights, mineral rights, oil and gas rights, water, water rights and air rights and all personal property located on the Property.
- C. The County desires to convey to the City, and the City desires to accept, the Property, in an "as-is" condition under the terms and conditions set forth in this Agreement and subject to all Permitted Exceptions, as defined 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 City and the County agree as follows:

- 1. **Effective Date.** This Agreement is subject to approval by the City's City Council and the County's Board of Supervisors. This Agreement will be submitted to the County for approval first and thereafter to the City for approval.
- 2. **Transfer.** Subject to the terms and conditions in this Agreement, the County agrees to transfer, and the City agrees to accept, fee title to the Property subject to the Permitted Exceptions.
- 3. **Escrow.** By this Agreement, the City and the County establish Escrow No. 36301245-363 ("Escrow") with Chicago Title Company, 2150 John Glenn Dr., Suite 400, Concord, California (the "Title Company"). If, for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow, as defined below, the City's Real

Property Agent assigned to oversee this Property transaction will select an alternate title company to handle the transaction, and notify the County 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. The County and the City will prepare joint escrow instructions and file escrow instructions with the Title Company in accordance with this Agreement.

- 3.1. Fees and Title Insurance. The City shall pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by City, the premium charged therefor.
- 3.2. County's Deposit into Escrow. On or before the Close of Escrow the County will deliver into Escrow with the Title Company the following documents:
 - a) A grant deed, in recordable form and properly executed on behalf of the County, in substantially the form attached hereto as Exhibit B (the "Grant Deed"), conveying all of the County's right, title and interest in the Property to the City the Property in fee simple absolute, subject to all exceptions identified in Title Report No. 36301245-363 dated January 8, 2020 (the "Permitted Exceptions").
- 3.3. City's Deposit into Escrow. On or before the Close of Escrow, the City will deliver into Escrow with the Title Company the following documents:
 - a) A certificate of acceptance, in recordable form and properly executed on behalf of the City, indicating acceptance of the Grant Deed.
- 3.4. Close of Escrow. Escrow shall close upon the conveyance of the Property to City ("Close of Escrow"). On the closing date, the Title Company shall close Escrow as follows:
 - a) Record the Grant Deed, marked for return to City care of Charles Ching, Community and Economic Development Director (which shall be deemed delivery to City) and the City's Certificate of Acceptance.
 - b) Issue the Title Policy, if requested to do so by the City.
 - c) Prorate taxes, assessments, and other charges as provided by this Agreement.
 - d) Prepare and deliver to the City and to the County one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the County and the City and retain all documents pending receipt of further instructions from the City.

4. **County's Representations and Warranties.** The County makes the following representations and warranties with the understanding that these representations and warranties are material and are being relied upon by the City. The County represents and

warrants to City that as of the date of this Agreement and as of the Close of Escrow:

- 4.1. Marketable Title. The County is the owner of the Property and has marketable and insurable fee simple title to the Property clear of leases and subject only to all Permitted Exceptions. No leases, licenses, or other agreements allowing any third-party rights to use the Property are or will be in force unless prior consent has been given by the City in writing. Commencing with the full execution of this Agreement by both parties and until the Close of Escrow, the County will not permit any liens, encumbrances or easements to be placed on the Property other than the Permitted Exceptions, nor will the County enter into any agreement that would affect the Property and bind the City after the Close of Escrow without the prior written consent of the City.
- 4.2. Condition of Property. The County did not receive information, reports, agreements, studies, maps or correspondence from the prior owner of the Property, the RWPRPD, and all information, reports, agreements, studies, plans or correspondence that the County has about the Property has been disclosed to City. The County has no building plans or other permits, approvals, studies, plans, entitlements, inspections or tests related to the Property. The County has disclosed to the City all information, records and studies maintained by the County in connection with the Property concerning hazardous substances and the County is not concealing any knowledge of the presence of contamination or hazardous substances on, from or under the Property. Any information that the County has delivered to the City either directly or through the County's agents is accurate and the County has disclosed all material facts of which the County has knowledge with respect to the Property.
- 4.3. Other Matters Affecting Property. To the best of the County's knowledge, there are not presently any actions, suits, or proceedings pending or, to the best of the County's knowledge, threatened against or affecting the Property or the interest of the County in the Property or its use that would affect the County's ability to consummate the transaction contemplated by this Agreement. Further, there are not any outstanding and unpaid arbitration awards or judgments affecting title to any portion of the Property. To the best of the County's knowledge there are not presently any pending or threatened condemnation, eminent domain or similar proceedings affecting the Property. The County shall promptly notify the City of any of these matters arising in the future.
- 4.4. County's Agency. This Agreement and all other documents delivered prior to or at the Close of Escrow have been authorized, executed, and delivered by the County are binding obligations of the County and are collectively sufficient to transfer all of the County's rights to the Property.

The City and the County acknowledge: (1) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances, if any, on or potentially affecting the property; and (2) the City and the County are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the property.

5. **City's Representations and Warranties.** The City warrants that, upon approval of this Agreement by the City's governing body, this Agreement shall constitute a binding obligation

of City.

6. **"AS-IS" Condition of the Property.** Except as set forth in Sections 4 and 7 of this Agreement, the City acknowledges and agrees that, under the terms of this Agreement, the County is transferring and the City is accepting the Property on an "as is with all faults" basis, and that the City is not relying on any representations or warranties of any kind whatsoever, express or implied, from the County as to any matters concerning the Property including, without limitation: (1) The physical quality, nature, adequacy, and condition of the Property, including soils, geology, and any groundwater, (2) the existence, quality, nature, adequacy, and physical condition of utilities serving the Property, (3) the development potential of the Property, and the Property's use, merchantability, fitness, suitability, value, or adequacy for any particular purpose, (4) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property, (5) the compliance of the Property or its operation with any applicable codes, laws, regulations, statues, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (6) the presence of hazardous materials, as defined below, on, under, or within the Property or any adjoining or neighboring property, (7) the condition of title to the Property, and (8) the economics of the operation of the Property. For the purposes of this section 8, "Hazardous Materials" means and substance, material, or waste that is or may become designated, classified or regulated as being "Toxic", "Hazardous", or a "pollutant" under any federal or state law or regulation.
7. **HAZ MAT CLAUSE. 1030.f (Not Tested-Unknown Hazardous Material Use).** The County hereby represents and warrants that during the period of the County's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous waste on, from, or under the Property. The County further represents and warrants that the County has no knowledge of any disposal, release, or threatened release of hazardous substance or hazardous waste on, from, or under the Property that may have occurred prior to the County taking title to the Property.
8. **Survival.** All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the 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.
9. **Right of Entry.** From and after the date this Agreement is fully executed by both parties, and at all times until this Agreement is terminated or title vests in the City, the City shall have the right (at all reasonable times with advance notice to the County) to enter on the Property for the purposes of the City, including but not limited to conducting studies, space planning and construction drawings for improvements. The City shall indemnify and hold the County harmless against any damages or costs arising from the City or the City's designated persons' entry onto the Property, including but not limited to, attorneys' fees and costs.
10. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. 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) 957-2464
Attn: Stacey Sinclair, Senior Real Property Agent

City: City of San Pablo
13831 San Pablo Avenue
San Pablo, CA 94806
Telephone: (510) 215-3000
Attn: City Manager

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

11. **Entire Agreement.** The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for this document. The County has no other right or claim to compensation arising out of or connected with the acquisition of the subject property by the City, 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 the City's acquisition of the subject property and agrees never to assert such a claim.
12. **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.
13. **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.
14. **Seller's Indemnity.** The County agrees to indemnify, defend, protect and hold harmless the City, and its officers, officials, employees and agents, from and against any and all loss, cost, liability, damage, claim and/or expense including, without limitation, attorneys' fees and costs and court costs, incurred by the City in connection with or arising from any breach by the County of any of the representations and warranties made by the County in this Agreement.
15. **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.

16. **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.

(The rest of this page is intentionally left blank)

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

**COUNTY OF CONTRA COSTA, a political
Subdivision of the State of California**

CITY OF SAN PABLO

By _____
Brian M. Balbas
Director of Public Works

By _____
Matt Rodriguez
City Manager

RECOMMENDED FOR APPROVAL:

RECOMMENDED BY:

By _____
Jessica L. Dillingham
Principal Real Property Agent

By _____
Charles Ching
Community & Economic Development
Director

By _____
Stacey Sinclair
Senior Real Property Agent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

SHARON L. ANDERSON, COUNTY COUNSEL

By _____
Kathleen M. Andrus
Deputy County Counsel

By _____
Lynn Tracy Nerland
City Attorney

ATTESTED BY:

By _____
Patricia Ponce
City Clerk

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

SS:

H:\Real Estate Services\Purchase Sale Agreement - 2395 Greenwood Drive_San Pablo V2.doc

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lots G and H, Block 7, Map of Rollingwood, filed April 6, 1943, Book 26 of Maps, Page 916, Contra Costa County Records.

APN: **416-074-004**

EXHIBIT B

Recorded at the request of:

Return to:
City of San Pablo
Community and Economic
Development Department
13831 San Pablo Avenue
San Pablo, CA 94806
Attn: Charles Ching

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

Assessor's Parcel No. 416-074-004

GRANT DEED

For Value Received, receipt of which is hereby acknowledged, **CONTRA COSTA COUNTY**, a political subdivision of the State of California

GRANTS to

The **City of San Pablo**, a municipal corporation of the State of California,

The following described real property in the unincorporated area of the County of Contra Costa, State of California,

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

CONTRA COSTA COUNTY:

Dated _____

By _____
Chair, Board of Supervisors

ATTACH APPROPRIATE ACKNOWLEDGMENT

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