

COUNTY OF SONOMA

11177 Terrace Drive (APN 081-150-050) and 11265 Terrace Drive (APN 081-150-051)

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement ("Agreement") is made by and between the COUNTY OF SONOMA, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and ALLEN WARK (hereinafter referred to as "GRANTEE"), on August 8 2021.

Recitals

WHEREAS, the COUNTY is the owner of real property located at and commonly known as 11177 Terrace Drive (APN 081-150-050) and 11265 Terrace Drive (APN 081-150-051), in Forestville, California (hereafter collectively referred to as the "Subject Property");

WHEREAS, COUNTY desires to sell the Subject Property to GRANTEE as "exempt surplus land," pursuant to California Government Code Section 54221(f)(1)(B), because each parcel is less than 5,000 square feet in area, the parcels are not contiguous to land used by the state or local agency for open space or low- or moderate-income housing, and GRANTEE is the owner of contiguous land, as reflected in the documentation of ownership GRANTEE has provided to COUNTY; and,

WHEREAS, COUNTY and GRANTEE have reached agreement for sale of the Subject Property, as exempt surplus land, subject to and conditioned on final approval by the Board of Supervisors for the COUNTY.

It is agreed between the parties as follows:

1. **PROPERTY AND EASEMENTS TO BE CONVEYED:** COUNTY shall execute and deliver to GRANTEE through escrow a Quitclaim Deed in a form substantially similar to Exhibit A, attached hereto and made a part hereof by this reference, conveying to GRANTEE the property located at 11177 Terrace Drive (APN 081-150-050) and 11265 Terrace Drive (APN 081-150-051), in Forestville, California ("Subject Property") referred to in the map attached hereto, and marked Exhibit B and made a part hereof by this reference.

2. **DEPOSIT OF DOCUMENTS:** The Parties shall deposit all documents and funds required by this Agreement in Escrow No. _____, First American Title, 627 College Avenue, Santa Rosa, CA 95404 ("Escrow Holder").

3. **AGREEMENT SUBJECT TO BOARD OF SUPERVISORS FINAL APPROVAL:** GRANTEE understands and agrees that this Agreement is subject to and conditioned on final approval by a vote of the COUNTY Board of Supervisors at a public meeting.

4. **PURCHASE PRICE:**
(a) The sum of Five Thousand Five Hundred Dollars and No/100 (U.S. \$5,500.00) shall be paid by GRANTEE to COUNTY for purchase of the Subject Property (hereafter, "Purchase Price"). The Purchase Price represents the agreed market value of the Subject Property.

(b) The Purchase Price shall be paid as follows: Upon execution of this Agreement by both GRANTEE and COUNTY, GRANTEE shall deposit in escrow with Escrow Holder a deposit in the amount of One Thousand Dollars and No/100 (\$1,000) (the "Deposit"). All sums constituting the Deposit shall be held in an interest bearing account and interest accruing thereon shall be held for the account of GRANTEE. In the event the sale of the Property as contemplated hereunder is consummated, the Deposit shall be credited against the Purchase Price. If said sale is not

consummated, the Deposit shall be retained by COUNTY as liquidated damages in accordance with subdivision (c) of this section.

(c) **LIQUIDATED DAMAGES.** COUNTY AND GRANTEE EACH AGREE THAT IN THE EVENT OF A DEFAULT HEREUNDER BY EITHER PARTY, THE DAMAGES WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THEREFORE THE DEPOSIT SHALL SERVE AS LIQUIDATED DAMAGES FOR SUCH DEFAULT BY EITHER PARTY, AS A REASONABLE ESTIMATE OF THE DAMAGES. DELIVERY TO AND RETENTION OF THE DEPOSIT SHALL BE THE NON-DEFAULTING PARTY'S SOLE AND EXCLUSIVE REMEDY AGAINST THE DEFAULTING PARTY, EXCEPT FOR ANY INDEMNITIES HEREUNDER. THE PAYMENT AND RETENTION OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES PURSUANT TO CALIFORNIA LAW.

COUNTY 

GRANTEE 

(d) The balance of the Purchase Price as of the Closing Date (as defined in Paragraph 5, below), shall be deposited according to Paragraph 2 of this Agreement at the closing of the sale contemplated hereunder (the "Closing"). Said cash sum shall be reduced by any credits due GRANTEE and increased by any credits due COUNTY, provided that any such credits are agreed to in writing by COUNTY and GRANTEE. Upon Closing, the Purchase Price, as adjusted for any credits, shall be paid to COUNTY.

(e) In addition to the Purchase Price, GRANTEE shall pay all escrow, closing, and document recording fees incurred, and any cost for a title insurance policy (hereafter, "Closing Costs"). The Closing Costs shall be paid at the Closing or upon request by the Escrow Holder.

5. **CLOSING**

(a) **Closing Date.** The Closing hereunder shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made within ten (10) days from final approval by the COUNTY Board of Supervisors ("Closing Date").

(b) **GRANTEE's Deliveries.** On or before the Closing Date, GRANTEE shall deposit the remaining balance of the Purchase Price and all Closing Costs.

(c) **COUNTY's Deliveries.** On or before the Closing Date, GRANTEE shall deposit the duly executed Quitclaim Deed in a form substantially similar to **Exhibit A**.

(d) **Actions by Escrow Holder.** On the Closing Date, provided each of the conditions to the parties' obligations have been satisfied or waived, Escrow Holder shall undertake and perform the following acts in the following order:

- (1) Record the Quitclaim Deed in the Official Records and obtain conformed copies thereof for delivery to GRANTEE;
- (2) Instruct the County Recorder to return the original Quitclaim Deed to GRANTEE; and,
- (3) Distribute to COUNTY, or as COUNTY may instruct, the Purchase Price, and deliver to Seller (i) a conformed copy of the Quitclaim Deed reflecting recording information and (ii) a final settlement statement.

(e) COUNTY and GRANTEE shall sign escrow instructions consistent with this Agreement, if necessary, to effect this Agreement and close escrow.

(f) **Failure to Close; Default.** In the event of a breach of this Agreement, where such breach is not cured within twenty (20) days of written notice, the breaching party shall be in default of the Agreement and the non-breaching party shall be entitled to the Liquidated Damages set forth in Paragraph 4(c), above.

6. GRANTEE'S INDEPENDENT INVESTIGATION:

(a) GRANTEE's performance under this Agreement is not subject to any contingency for inspections, finance or appraisal of the Subject Property. GRANTEE has been given a full opportunity to inspect and investigate each and every aspect of the Subject Property, either independently or through agents of GRANTEE's choosing. GRANTEE specifically acknowledges that COUNTY is selling and GRANTEE is purchasing the Subject Property in its "as is, where is" condition with respect to any facts, matters, circumstances, conditions, and defects of all or any kind and that GRANTEE is not relying on any representations or warranties of any kind whatsoever, express or implied, from COUNTY, its agents, or other representatives as to any matters concerning the Subject Property.

(b) GRANTEE acknowledges and agrees that COUNTY is exempt from disclosure requirements for the sale of real property, and that COUNTY shall not be required to make any disclosures regarding the Subject Property.

(c) GRANTEE shall be solely responsible for complying with all land use and environmental contracts and other laws, rules, and regulations, including without limitation, those pertaining to Hazardous Materials. For purposes of this Agreement, the term "Hazardous Materials" shall mean any material, substance, chemical, object, condition or waste or any combination of the foregoing, that (i) is regulated, defined, controlled, prohibited, limited, or listed, whether directly or indirectly, by federal, state or local law and/or (ii) is or may be hazardous to human health or safety or to the environment generally, including, without limitation, due to its carcinogenicity, toxicity, radioactivity, explosivity, infectiousness or other harmful or potentially harmful properties or effects (and including, without limitation, petroleum and petroleum by-products).

7. INDEMNITY: GRANTEE on behalf of himself, his successors, assigns and successors-in-interest, hereby agrees to indemnify, defend (with legal counsel selected by COUNTY) and hold COUNTY harmless from any and all Claims resulting from, related to, or based upon, whether directly or indirectly: (A) the breach by GRANTEE of any representation, warranty, covenant or obligation contained in this Agreement or in any other agreement, document, exhibit or instrument related hereto or referenced herein; and (B) any Claim or Claims, if the basis of such Claim or Claims relates to or pertains to, whether directly or indirectly, the Subject Property, and whether or not said claims arose prior to, on or after the Closing; and (C) any Claim or Claims by any third party which Claim or Claims (or the basis for which) arose from, is based upon, relates to or pertains to, whether directly or indirectly, any act or omission of GRANTEE. Each and every provision of this Paragraph 7 shall survive the close of escrow and the delivery and recordation of the deed. GRANTEE acknowledges that, but for GRANTEE'S agreement to each and every provision of this Paragraph 7, COUNTY would not have entered into this Agreement. For the purpose of this Agreement, the term "Claims" shall mean any and all claims, obligations, liabilities, causes of action, suits, debts, liens, damages, judgments, losses, demands, orders, penalties, settlements, costs and expenses (including, without limitation, attorneys' fees and any and all costs and expenses related to, whether directly or indirectly, any and all clean-up, remediation, investigation, monitoring, abatement, mitigation measures, fines or removal with respect to Hazardous Materials) of any kind or nature whatsoever. Each and every provision of this Paragraph 7, shall survive the close of escrow and the delivery and recordation of the deed, GRANTEE acknowledges that, but for GRANTEE'S agreement to each and every provision of this Paragraph 7, COUNTY would not have entered into this Agreement.

8. **RELEASE:** GRANTEE waives its right to recover from COUNTY and forever releases and discharges COUNTY from any and all damages, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorney's fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise out of or in any way be connected with this transaction. GRANTEE expressly waives the benefits of 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."

9. **BROKERS AND FINDERS:** In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealings or communication, GRANTEE shall be responsible, in addition to the Purchase Price and Closing Costs, for said commission or fee and all costs and expenses (including reasonable attorney's fees) incurred by the other party in defending against the same.

10. **SUCCESSORS:** This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns, and transferees.

11. **SURVIVAL OF AGREEMENT:** This Agreement, including all representations, warranties, covenants, agreements, releases and other obligations contained herein shall survive the closing of this transaction and the recordation of the deeds.


12. **ENTIRE UNDERSTANDING:** This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement, pursuant to California Code of Civil Procedure §1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13. **TAXES:** Real property taxes, water, sewer and utility charges, and other expenses normal to the operation and maintenance of the Property shall be prorated as of 12:01 a.m. on the date the grant deed is recorded on the basis of a 365day year.

14. **SIGNATURES:** This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby agree and acknowledge that facsimile signatures or signatures transmitted electronically, such as electronic mail, ".pdf" format, or other electronic means, shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered.

15. **GOVERNING LAW:** This Agreement shall be governed exclusively by the laws of the State of California, and any action to enforce the terms of this Agreement or breach thereof shall be brought in Superior Court in Santa Rosa, California.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date set forth above.

COUNTY OF SONOMA :

By: 

Caroline Judy, Director
General Services Department

Date: _____

Reviewed as to Substance:

By: Keith Lew
Keith Lew, Deputy Director
General Services Department

Date: _____

Approved as to Form:

By: Walt Rely
Deputy County Counsel

Date: _____

GRANTEE:

OK W. W. W.

Date: 7-28-21

EXHIBIT A

Sample Quit Claim Deed For 11177 Terrace Drive (APN 081-150-050), Forestville, CA

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED
AND, UNLESS
OTHERWISE SHOWN BELOW, MAIL TAX
STATEMENTS TO:

Attn.: _____

THE UNDERSIGNED GRANTOR DECLARES

DOCUMENTARY TRANSFER TAX IS \$ _____ computed on full value of property conveyed [confirm]

QUITCLAIM DEED

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, **COUNTY OF SONOMA**, a political subdivision of the State of California (Grantor), does remise, release, and forever quitclaim to the **ALLEN WARK** (Grantee) all right, title, and interest Grantor has by virtue of that certain property known as 11177 Terrace Drive (APN 081-150-050), Forestville, CA, and which property is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference.

Executed as of _____, 2021.

GRANTOR:

COUNTY OF SONOMA,
a political subdivision of the State of California

Dated: _____

By: _____
Caroline Judy, Director
General Services Department

APPROVED AS TO CONTENT:

Keith Lew, Deputy Director
General Services Department

APPROVED AS TO FORM:

Dated: _____

By: _____
Deputy County Counsel

Sample Quit Claim Deed For 11265 Terrace Drive (APN 081-150-051), Forestville, CA

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED
AND, UNLESS
OTHERWISE SHOWN BELOW, MAIL TAX
STATEMENTS TO:

Attn.: _____

THE UNDERSIGNED GRANTOR DECLARES

DOCUMENTARY TRANSFER TAX IS \$ _____ computed on full value of property conveyed [confirm]

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Executed as of _____, 2021.

GRANTOR:

COUNTY OF SONOMA,
a political subdivision of the State of California

Dated: _____

By: _____
Caroline Judy, Director
General Services Department

APPROVED AS TO CONTENT:

Keith Lew, Deputy Director
General Services Department

APPROVED AS TO FORM:

Dated: _____

By: _____
Deputy County Counsel

EXHIBIT B

Property Description

Description of the County property being disposed as exempt surplus land:

<u>APN</u>	<u>Acres</u>	<u>Square Feet</u>	<u>Description</u>
081-150-050	.10	4,205	Moderately to steeply sloped, undeveloped
081-150-051	.10	4,141	Moderately to steeply sloped, undeveloped

Description of adjacent property to whose owner Allen Wark the County property will be transferred:

<u>APN</u>	<u>Acres</u>	<u>Square Feet</u>	<u>Description</u>
081-150-067	.29	13,000	Single family residence

Map showing County property and adjacent property owned by Allen Wark:

