

# PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into by and between the San Bernardino County Transportation Authority ("SBCTA"), and the County of San Bernardino, a body corporate and politic of the State of California ("Purchaser"), collectively, the "Parties"

Seller and Purchaser agree as follows:

## RECITALS

- A. SBCTA owns the real property located in San Bernardino County, CA, also known as APN 0349-174-12 and more particularly described in Exhibit A attached hereto and made a part hereof ("Property").
- B. The Parties wish to provide terms and conditions for Purchaser's Purchase of the Property from SBCTA.

NOW THEREFORE, the Parties agree as follows:

## AGREEMENT

### 1. PURCHASE AND SALE

SBCTA shall sell the Property to Purchaser and Purchaser shall purchase the Property from SBCTA on the terms and conditions stated in this Agreement.

### 2. PURCHASE PRICE

The purchase price for the Property shall be Twenty Seven Thousand Dollars (\$27,000) ("Purchase Price"). The Purchase Price shall be paid by Purchaser as set forth below:

(a) Deposit. Within twenty (20) business days of the date this Agreement is mutually executed ("Effective Date"), Purchaser shall deliver to SBCTA the sum of One Hundred and No/100 Dollars (\$100.00) (the "**Consideration Payment**"), as independent consideration for Purchaser's right to purchase the Property and to terminate this Agreement on or prior to the Close of Escrow and for SBCTA's execution, delivery and performance of this Agreement. The Consideration Payment is non-refundable and shall be retained by SBCTA notwithstanding any other provision of this Agreement, provided that in the event that the Close of Escrow occurs the Consideration Payment shall be applied to the Purchase Price.

(b) Purchase Price. Purchaser shall deposit with the Escrow Holder sufficient funds to cover the Purchase Price less the Consideration Payment, plus Purchaser's share of all escrow costs, on or before the Close of Escrow.

### 3. ESCROW

This transaction shall be completed through an escrow established with Commonwealth Land Title Company ("Escrow Holder") located at 4100 Newport Place Drive, Suite 120, Newport Beach, CA 92660. Escrow shall be deemed open upon Purchaser's delivery of a fully executed Agreement to the Escrow Holder, which shall occur within ten (10) business days after the Effective Date ("Opening Date").

#### **4. CLOSE OF ESCROW**

The escrow shall close within sixty (60) days from and after the Effective Date ("Close of Escrow"), subject to satisfaction of the following Purchaser's conditions to the Close of Escrow: (i) SBCTA has executed and deposited into Escrow the Grant Deed; (ii) the Title Company is unconditionally and irrevocably committed to issue to Purchaser on the date the Close of Escrow occurs a CLTA standard coverage owner's title policy, or, upon Purchaser's request, an ALTA extended coverage owner's policy of title insurance (provided Purchaser shall be responsible for any survey costs associated therewith and Purchaser must deliver an ALTA survey acceptable to the Title Company for the issuance of such extended coverage at least ten (10) business days prior to the date the Close of Escrow occurs and Purchaser shall be responsible for the additional cost of the extended coverage), insuring Purchaser's title to the Property in the amount of the Purchase Price, subject only to the permitted title exceptions; (iii) the condition of the Property is substantially the same condition as existed on the Effective Date; (iv) SBCTA is not in material default of any of its obligations under this Agreement; (v) all representations and warranties made by SELLER in this Agreement are true and correct in all material respects as of the date the Close of Escrow occurs as though made at that time. In the event that each of the Purchaser's condition to close is not fulfilled on or before the date the Close of Escrow occurs or all conditions have not been waived by Purchaser, Purchaser may at its option terminate this Agreement and escrow shall be cancelled.

A Grant Deed, in the form attached hereto as Exhibit B, conveying the Property shall be executed and acknowledged by SBCTA and delivered to the Escrow Holder prior to the Close of Escrow. SBCTA shall also deliver to Escrow Holder SBCTA's share of all escrow costs. On the date the close of Escrow occurs, the Escrow Holder shall record the Grant Deed in the Official Records of County of San Bernardino, California.

#### **5. CLOSING COSTS**

SBCTA shall pay any transfer taxes on recordation of the Grant Deed, all recording fees, and 50% of all other escrow fees. Purchaser shall pay the cost of a policy of title insurance and 50% of all other escrow fees prior to the Close of Escrow.

#### **6. PRELIMINARY TITLE REPORT**

Escrow Holder will obtain from the Title Company and provide to the Parties a current preliminary title report and legible copies of all title exceptions listed therein ("Title Report"), the cost of which will be solely borne by SBCTA. Purchaser shall have the right to obtain a survey of the Property from a licensed surveyor sufficient to obtain an ALTA title insurance policy ("Survey"). Upon the later of (a) twenty (20) days following the Opening Date; or (b) twenty (20) days following Purchaser's receipt of the Title Report (Purchaser's Title Review Period), Purchaser will notify SBCTA and Escrow Holder in writing of any objections to the status of title as disclosed by the Title Report and the Survey. Any title or survey matters disapproved by Buyer will constitute "Disapproved Matters," which SBCTA will, within five (5) days after Purchaser's notice, make a determination whether removal is reasonable and feasible. If SBCTA determines removal is reasonable then it shall cause it to be removed as a title exception or be insured over by the Title Company in a manner reasonably satisfactory to Purchaser. If SBCTA determines that removal is not feasible or fails to timely cause said removal or insurance of the Disapproved Matters, Purchaser shall have the option to elect to waive the Disapproved Matters and proceed to closing or terminate this Agreement, in which case, the escrow

will be canceled and the Property will be offered for sale to other purchasers. If Purchaser fails to make such election, Purchaser shall be deemed to have elected to have waived the Disapproved Matters. Those title and survey exceptions not constituting Disapproved Matters will be deemed permitted exceptions. Any failure by Purchaser to timely provide a written notice regarding Disapproved Matters will be deemed a waiver by Purchaser's right to object to all title and survey exceptions listed on the Title Report or Survey; in which event, all such title and survey exceptions will be deemed permitted exceptions.

## **7. CONVEYANCE OF PROPERTY "AS IS"**

Purchaser understands and agrees that SBCTA makes no express or implied warranty with respect to the condition of the Property. Purchaser acknowledges that it has not relied upon any representations by SBCTA with respect to the condition of the Property, the status of permits, zoning, or code compliance.

Purchaser acknowledges and agrees that the Property is to be sold and conveyed, and Purchaser shall purchase the Property, in an "as is" condition with all faults. Purchaser shall perform and rely on its own investigation of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations) to which the Property is or may be subject.

## **8. SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

## **9. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

## **10. ENTIRE AGREEMENT**

This Agreement, which shall be valid only when executed by both SBCTA and Purchaser, constitutes the complete understanding and agreement of the parties hereto and no oral representation shall in any manner vary the terms hereof or be binding. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties.

## **11. COUNTERPARTS**

This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument.

## **12. BINDING ON SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on, and shall inure to the benefit of, the Parties to it and their respective legal representatives, successors, and assigns.

**13. AGREEMENT TO PERFORM NECESSARY ACTS**

Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

**14. DEFAULT**

In addition to any other rights or remedies and subject to the restrictions set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of San Bernardino, State of California.

**15. NOTICES**

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) reliable courier service that provides a receipt showing date and time of delivery, including federal express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

To SBCTA:                      San Bernardino County Transportation Authority  
                                         1170 West Third Street, 2<sup>nd</sup> Floor  
                                         San Bernardino, CA 92410  
                                         Attn: Dennis Saylor

To Purchaser:                County of San Bernardino  
                                         Real Estate Services Department  
                                         385 North Arrowhead Avenue, 3<sup>rd</sup> Floor  
                                         San Bernardino, CA 92415-0180

Each notice shall be deemed delivered on the date delivered if by personal delivery or by overnight courier service, or on the date of receipt as disclosed on the return receipt if by mail. By giving to the other parties written notice as provided above, the parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses.

**16. ATTORNEYS' FEES**

Each party must bear its own costs and attorneys' fees in any action related to enforcement of this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as follows:

**SELLER: San Bernardino County  
Transportation Authority**

**PURCHASER: County of San Bernardino**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ray Wolfe, Executive Director

By: \_\_\_\_\_  
Curt Hagman, Chairman  
Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MICHELLE D. BLAKEMORE, County Counsel  
San Bernardino County, California

By: \_\_\_\_\_  
Craig G. Farrington      DATE  
General Counsel  
San Bernardino County Transportation Authority

By: \_\_\_\_\_  
Agnes Cheng      DATE  
Deputy County Counsel

ATTACHMENTS:  
Exhibit "A" Legal Description  
Exhibit "B" Grant Deed

## EXHIBIT "A"

### LEGAL DESCRIPTION

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

LOTS 1, 2, 3, 4 AND 5, BLOCK 31, MAP OF DEVORE, IN THE COUNTY OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGES 79 AND 80 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A FOUND 1 INCH IRON PIPE WITH A SAN BERNARDINO COUNTY SURVEYORS TAG, MARKING THE INTERSECTION OF CENTERLINES OF DEVORE ROAD (50 FEET WIDE) AND CAJON BOULEVARD (100 FEET WIDE) AS SHOWN ON COUNTY SURVEY FIELD BOOK 4083, PAGE 316, RECORDS OF SAID COUNTY; THENCE SOUTH  $12^{\circ}10'33''$  EAST, 73.25 FEET ALONG SAID CENTERLINE OF DEVORE ROAD; THENCE SOUTH  $77^{\circ}49'27''$  WEST, 100.59 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL D-2 AS DESCRIBED IN A NOTICE OF PENDENCY, RECORDED AUGUST 16, 2011 AS DOCUMENT 2011-0346484, OFFICIAL RECORDS OF SAID COUNTY, AND THE POINT OF BEGINNING; THENCE NORTH  $15^{\circ}15'07''$  WEST, 27.27 FEET; THENCE NORTH  $63^{\circ}00'00''$  WEST, 56.69 FEET; THENCE NORTH  $67^{\circ}16'53''$  WEST, 126.74 FEET; THENCE NORTH  $73^{\circ}17'46''$  WEST, 99.52 FEET; THENCE NORTH  $75^{\circ}25'55''$  WEST, 50.03 FEET; THENCE NORTH  $76^{\circ}52'04''$  WEST, 174.35 FEET; THENCE NORTH  $75^{\circ}04'38''$  WEST 331.20 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5050.01 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $7^{\circ}57'56''$  AN ARC DISTANCE OF 702.09 FEET; THENCE NORTH  $83^{\circ}02'35''$  WEST, 345.14 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE 15 FREEWAY, SAID POINT BEING DISTANT SOUTH  $17^{\circ}12'09''$  WEST 325.39 FEET FROM THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS NORTH  $17^{\circ}12'07''$  EAST 1052.02 FEET IN A DIRECTOR'S DEED TO SAN BERNARDINO COUNTY FLOOD CONTROL, RECORDED SEPTEMBER 22, 1971, BOOK 7758, PAGE 645, OFFICIAL RECORDS OF SAID COUNTY, SAID NORTHERLY TERMINUS ALSO BEING AT ENGINEERS STATION 862+50.98, 468.89 FEET RIGHT AS SHOWN ON RIGHT OF WAY MAP NO. 404573, DATED JANUARY 29, 1965, ON FILE AT DISTRICT 8 OFFICE, DEPARTMENT OF TRANSPORTATION OF SAID STATE.

EXCEPTING THEREFROM SAID LOT 5, ANY AND ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, AS MORE PARTICULARLY SET FORTH AND PROVIDED IN THAT CERTAIN DOCUMENT RECORDED JANUARY 11, 1977, IN BOOK 9090 PAGE 716 OF OFFICIAL RECORDS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5. DIVIDE DISTANCES SHOWN BY 0.9998700 TO OBTAIN GROUND LEVEL DISTANCES.

## EXHIBIT "B"

**RECORDING REQUESTED BY:**

County of San Bernardino  
Department of Public Works

**WHEN RECORDED MAIL DOCUMENT  
and TAX STATEMENT TO:**

County of San Bernardino  
Department of Public Works  
825 East Third Street, Room 145  
San Bernardino, CA 92415-0835

**RECORDER:**

Record without fee subject to Govt. Code 6103  
Recordation required to complete chain of title

A.P.N. 0349-174-12

**GRANT DEED**

Dept. Code : 11700 (Transportation)

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX: \$0.00

- ☐ computed on full value of property conveyed, or  
☐ computed on full value less liens and encumbrances remaining at the time of sale  
☒ Unincorporated Area      ☐ City of \_\_\_\_\_

San Bernardino County Transportation Commission,

hereby GRANT(S) to the COUNTY OF SAN BERNARDINO, a body corporate and politic of the State of  
California, the real property in the County of San Bernardino, State of California, described as follows:  
See attached EXHIBIT "A" Legal Description

The grantor(s) understand(s) that the present intention of the grantee is to construct and maintain a public street  
or highway on the lands hereby conveyed in fee.

San Bernardino County Transportation Commission

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date\_\_\_\_\_  
Date\_\_\_\_\_  
Date

This is to certify that the interest in real property conveyed by the  
within instrument to the County of San Bernardino, a body corporate  
and politic of the State of California, is hereby accepted by the  
undersigned officer/agent on behalf of the Board of Supervisors  
pursuant to authority conferred by resolution of the Board of  
Supervisors adopted on March 27, 2012 and the Grantee consents to  
recordation thereof by its duly authorized officer/agent.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Terry W. Thompson  
Real Estate Services, Director

Township: \_\_\_\_\_ Range: \_\_\_\_\_ Section: \_\_\_\_\_

Geo Index: \_\_\_\_\_ Quad.: \_\_\_\_\_

Road Name(s) : \_\_\_\_\_

Project: \_\_\_\_\_

Work Order No. : \_\_\_\_\_

Parcel No. (s) : \_\_\_\_\_

A.P.N. (s) : 0349-174-12

MAIL TAX STATEMENTS AS DIRECTED ABOVE

## EXHIBIT "B"

### EXHIBIT "A"

Lots 1, 2, 3, 4 and 5, Block 31, Map of Devore, in the unincorporated area of San Bernardino County, State of California, as per map recorded in Book 17, pages 79 and 80 of Maps, in the Office of the County Recorder of said County, lying southwesterly of the following described line:

**COMMENCING** at a found 1 inch iron pipe with a San Bernardino County Surveyors tag, marking the intersection of centerlines of Devore Road (50 feet wide) and Cajon Boulevard (100 feet wide) as shown on County Survey Field Book 4083, page 316, Records of said County; thence South  $12^{\circ}10'33''$  East, 73.25 feet along said centerline of Devore Road; thence South  $77^{\circ}49'27''$  West, 100.59 feet to a point on the westerly line of Parcel D-2 as described in a Notice of Pendency, recorded August 16, 2011 as Document 2011-0346484, Official Records of said County, and the **POINT OF BEGINNING**; thence North  $15^{\circ}15'07''$  West, 27.27 feet; thence North  $63^{\circ}00'00''$  West, 56.69 feet; thence North  $67^{\circ}16'53''$  West, 126.74 feet; thence North  $73^{\circ}17'46''$  West, 99.52 feet; thence North  $75^{\circ}25'55''$  West, 50.03 feet; thence North  $76^{\circ}52'04''$  West, 174.35 feet; thence North  $75^{\circ}04'38''$  West 331.20 feet to the beginning of a curve, concave southerly, having a radius of 5050.01 feet; thence westerly along said curve through a central angle of  $7^{\circ}57'56''$  an arc distance of 702.09 feet; thence North  $83^{\circ}02'35''$  West, 345.14 feet to a point on the easterly right of way of Interstate 15 Freeway, said point being distant South  $17^{\circ}12'09''$  West 325.39 feet from the northerly terminus of that certain course described as *North  $17^{\circ}12'07''$  East 1052.02 feet* in a Director's Deed to San Bernardino County Flood Control, recorded September 22, 1971, Book 7758, page 645, Official Records of said County, said northerly terminus also being at Engineers Station 862+50.98, 468.89 feet Right as shown on Right of Way map No. 404573, dated January 29, 1965, on File at District 8 Office, Department of Transportation of said State.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Divide distances shown by 0.9998700 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: \_\_\_\_\_

Professional Land Surveyor

Date: \_\_\_\_\_

JULY 15, 2016



08-SBd-215-PM 17.27-22516-01-01, 22515-01-01 (DD022515-01-01)



ACKNOWLEDGMENT

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, \_\_\_\_\_,  
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)