

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
BOARD ACTION SUMMARY**

DEPT: Public Works

BOARD AGENDA: 6.C.1  
AGENDA DATE: November 2, 2021

**SUBJECT:**

Approval of an Agreement for Acquisition of Property Located Adjacent to State Route 99 and Pirrone Road, near the State Route 99/Hammett Road Interchange in the Salida Area for Road Purposes, Grantors: Grover Family Properties, LP, APNs: 003-014-008 and 009

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2021-0530**

On motion of Supervisor Grewal Seconded by Supervisor C. Condit  
and approved by the following vote,

Ayes: Supervisors: B. Condit, Withrow, Grewal, C. Condit, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

**MOTION:**

ATTEST: Elizabeth A. King  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS**  
**AGENDA ITEM**

DEPT: Public Works

BOARD AGENDA:6.C.1  
AGENDA DATE: November 2, 2021

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

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**SUBJECT:**

Approval of an Agreement for Acquisition of Property Located Adjacent to State Route 99 and Pirrone Road, near the State Route 99/Hammett Road Interchange in the Salida Area for Road Purposes, Grantors: Grover Family Properties, LP, APNs: 003-014-008 and 009

**STAFF RECOMMENDATION:**

1. Approve the Purchase and Sale Agreement for Acquisition of Fee Interest in Real Property Located Adjacent to State Route 99 and Pirrone Road, near the State Route 99/Hammett Road Interchange in the Salida Area for Road purposes, Grantor: Grover Family Trust, Assessor's Parcel Numbers (APN) 003-014-008 and 003-014-009.
2. Authorize the Director of Public Works to execute the Purchase and Sale Agreement for Acquisition of Fee Interest in Real Property and to take any appropriate action necessary to carry out the purpose and intent of these recommendations.
3. Direct the Auditor-Controller to recognize Operating Transfers Out by \$115,500 in the Public Works Kaiser Voluntary Funds (Road Infrastructure) budget unit and Operating Transfers In by \$115,500 in the Public Works Road and Bridge budget unit.
4. Direct the Auditor-Controller to increase appropriations for Fixed Assets – Land by \$115,500 and decrease appropriations for Other Charges by \$115,500 in the Public Works Road and Bridge budget unit.

**DISCUSSION:**

Two parcels in the unincorporated Town of Salida have come up for sale adjacent to State Route 99 (SR-99) and Pirrone Road, near the SR-99/Hammett Road interchange on and off ramps. The two parcels are 0.84 acres (APN 003-014-008) and 1.37 acres (APN 003-014-009) in size. The parcels in question are recommended to be purchased for current and future roadway purposes. To purchase the two subject properties is economically advantageous to avoid potential future business purchases and relocations when future Hammett Road interchange improvements are needed.

The property owner who owns both parcels of land needed by the County has agreed to accept the following terms as outlined in the Agreement for Acquisition of Property in Attachment 1:

Property Owner: Grover Family Trust, LP  
Amount of Compensation: \$110,500  
Assessor's Parcel Number/s: 003-014-008 and -009  
Right-of-Way Acquisition Area: 2.21 acres total

The amount of compensation has been determined to be within the range of just compensation (refer to Valuation Summary) by the consultant, Interwest Consulting Group, who was contracted with the County for right-of-way acquisition services.

**POLICY ISSUE:**

The Board of Supervisors is authorized to enter into agreements for the acquisition of property under Streets and Highways Code Section 943 and Government Code Section 7267 et seq.

**FISCAL IMPACT:**

The cost to purchase the property includes the agreed purchase price of \$110,500 and estimated escrow fees of \$5,000 for a total estimated cost to acquire of \$115,500. Funding for the purchase of the property will be Kaiser Voluntary Regional Transportation Contribution funds which were received from Kaiser Permanente in Fiscal Year 2004-2005 to be used for necessary transportation and signalization improvements on county roads within the North Salida Planning Area.

If approved Operating Transfers Out of \$115,500 will be recognized in the Public Works Kaiser Voluntary Funds (Road Infrastructure) budget unit and Operating Transfers In of \$115,500 will be recognized in the Public Works Road and Bridge budget unit. Appropriations for Fixed Assets – Land category will be increased by \$115,500 and Other Charges will be decreased by \$115,500 in the Public Works Road and Bridge budget unit.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services and Community Infrastructure* by timely acquisition of property needed for road purposes.

**STAFFING IMPACT:**

Existing Public Works staff is overseeing this project.

**CONTACT PERSON:**

David A. Leamon, Public Works Director

Telephone: (209) 525-4151

**ATTACHMENT(S):**

1. Agreement for Acquisition
2. Budget Journal

Project:  
Assessor Parcel No:  
Escrow Company/ Escrow #:  
Title Company

County of Stanislaus Storm Drain Project  
003 -014 -008 & 003-014-009

**PURCHASE & SALE AGREEMENT FOR ACQUISITION  
OF FEE INTEREST IN REAL PROPERTY**

**Seller:** Grover Family Properties LP

**Purchaser:** County of Stanislaus

**WHEREAS**, the above-named Seller(s) ("**Seller**") owns that certain real property located in the City of Salida, County of Stanislaus, State of California legally described in the Legal Descriptions identified as Exhibits "A" and "A – 1" depicted on the Parcel Map identified as Exhibits "B" and "B-1" (APNs: 003-014-008 and 003-014-009), attached hereto and made a part hereof ("**Property**"); and

**WHEREAS**, Seller intends to convey to the County of Stanislaus ("**Purchaser**" or "**County**", and together with the Seller the "**Parties**" and individually, each a "**Party**") and the County intends to acquire from Seller a Fee Simple Interest ("**Fee Title**") to the Property for the purpose of constructing the County of Stanislaus Salida Storm Drain Project ("**Project**"), pursuant to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the payment and other obligations set forth below, Seller and County mutually agree as follows:

**ARTICLE 1  
AGREEMENT TO PURCHASE AND SELL**

This Agreement is entered into by Seller and Purchase as of \_\_\_\_\_, 2021 ("Effective Date") whereby Purchaser agrees to purchase, and Seller agrees to sell, the Property at the Purchase Price (as defined below) and on the terms set forth herein. In furtherance thereof, Seller agrees to convey to Purchaser title to the Property together with all existing privileges, rights (including mineral rights to the extent they are transferable by Seller), easements appurtenant to the Property, hereditaments, appurtenances, improvements and fixtures thereto belonging; and all right, title and interest of Seller in and to any streets, alleys, passages and other rights-of-way included therein or adjacent thereto (before or after the vacation thereof) by a recordable Grant Deed substantially in form as set forth in Exhibit B attached hereto ("**Grant Deed**").

**ARTICLE 2  
ESCROW**

**2.1 Purchase Price.** The purchase price (the "**Purchase Price**") to be paid by Purchaser to Seller for the Property shall be One Hundred Ten Thousand Five Hundred Dollars (\$110,500), the agreed fair market value for the Property, less the reasonable costs of sale and all site-related clean-up costs, which shall be deducted from the Purchase Price. The Escrow Holder may expend any or all monies payable under this Agreement and deposited into escrow to discharge any obligations which are liens upon the Property, including, but not limited to, those

arising from judgments, assessments, delinquent taxes for other than the fiscal year in which the escrow closes, or debts secured by deeds of trust or mortgages, and/or to defray any other incidental costs, other than those specified herein to be borne by the County, and which Seller is not able to bond over or give a personal indemnity for to the title company. The Escrow Holder shall release payment to Seller, return any credited amounts to County, and record the Grant Deed in the Recorder's Office for Stanislaus County upon the Close of Escrow. Title to the Property shall pass to County immediately upon Close of Escrow.

**2.2 Earnest Money Deposit; Due Diligence Deadline.** Within three (3) business days of the full execution of this Agreement, Seller and Purchaser shall open an Escrow (as hereinafter defined) by depositing with Chicago Title Company (Pamela Shaw, Escrow Officer), 1700 Standiford Avenue, Suite 110, Modesto, California 95350 ("**Escrow Holder**") a fully executed original of the Agreement, together with an "**Earnest Money Deposit**" of Five Hundred (\$500.00) Dollars, of which One Hundred Dollars (\$100.00) shall be non-refundable ("**Independent Contract Consideration**") but shall apply to the Purchase Price at the Closing (The Earnest Money Deposit less the Independent Contract Consideration shall be referred to as the "**Deposit**"). The "**Opening of Escrow**" shall occur on that date when Escrow Holder receives a fully executed copy or executed counterparts of this Agreement. Escrow Holder will notify Seller and Purchaser of such date as well as the other dates described herein that are based on the date of Opening of Escrow.

2.2.1 The Deposit is refundable upon formal termination of this Agreement by Purchaser on or before 5:00 pm on the forty-fifth (45<sup>th</sup>) day after the Effective Date (the "**Due Diligence Deadline**"). If this Agreement is terminated because of a material breach of this Agreement by Seller, then the Deposit and any interest earned thereon shall be returned to Purchaser by Seller or Escrow Holder, as appropriate. Except as provided in the immediately preceding sentence, the Deposit shall be non-refundable to Purchaser after the Due Diligence Deadline. The Earnest Money Deposit shall be applied to the Purchase Price at the Closing.

**2.3 PURCHASER'S DEFAULT AND LIQUIDATED DAMAGES.** PURCHASER AND SELLER AGREE THAT SHOULD SELLER FULLY PERFORM IT OBLIGATIONS HEREUNDER AND ESCROW FAILS TO CLOSE DUE TO THE SOLE DEFAULT OF PURCHASER, SELLER SHALL BE RELEASED FROM ALL OBLIGATIONS AT LAW OR IN EQUITY TO CONVEY THE PROPERTY TO PURCHASER. PURCHASER AND SELLER AGREE THAT BECAUSE IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES SUFFERED BY SELLER BECAUSE OF SUCH SOLE DEFAULT OF PURCHASER, THE EARNEST MONEY DEPOSIT AND ANY INTEREST EARNED THEREON SHALL CONSTITUTE A REASONABLE ESTIMATE AND AGREED STIPULATION OF DAMAGES IN THE EVENT OF SUCH SOLE DEFAULT BY PURCHASER AND THAT SELLER SHALL HAVE NO OTHER RIGHT OR CAUSE OF ACTION AGAINST PURCHASER FOR DAMAGES OR OTHERWISE ARISING FROM SAID DEFAULT.

Seller's Initials: MSG Purchaser's Initials: LY

**2.4 Closing Costs.** Purchaser and Seller shall pay all Costs of Escrow as follows:

2.4.1 Seller will pay:

- a. 1/2 of the premium for the CLTA title insurance policy;
- b. 1/2 of all escrow fees and other recording charges;
- c. All city, county and state documentary transfer taxes;

- d. Any delinquent real estate taxes;
- e. Seller's share of prorations.

2.4.2 Purchaser will pay:

- a. 1/2 of the premium for the CLTA title insurance policy;
- b. 1/2 of all escrow fees and other recording charges;
- c. All costs and requirements for any extended coverage and/or endorsements to the title policy arranged by Purchaser; and
- d. Purchaser's share of prorations.

Except as otherwise set forth herein, Purchaser and Seller will each pay all legal and professional fees and fees of other consultants incurred by Purchaser and Seller, respectively, in connection with the transaction contemplated herein. All other normal costs and expense of the Escrow will be allocated between Purchaser and Seller in accordance with the customary practice in the county in which the Property is located. No recording fees will be payable with respect to the recording of the Grant Deed, pursuant to Government Code Sections 6103 or 27383. No transfer tax shall be due because Purchaser is a public entity, pursuant to Revenue and Taxation Code Section 11922.

**2.4 Definition; Time.** The performance by Seller and Purchaser of their respective obligations under this Agreement, delivery of the Purchase Price to Seller by Escrow Holder after recording of the Grant Deed (upon the Title Insurer's commitment to issue the Title Policy to Purchaser) and delivery of possession of the Property to Purchaser shall constitute the closing of the sale (the "**Closing**" or "**Close of Escrow**"). The date of the Closing (the "**Closing Date**") shall be on or before thirty (30) days after the Due Diligence Deadline, unless extended in writing by agreement of the Parties to accommodate unforeseen delays in performance of due diligence by Purchaser. The Parties may, upon written agreement, close earlier.

**2.5 Real Property Taxes; Closing Prorations and Adjustments.** The Parties acknowledge that because of Purchaser's status as a public entity, the Property will not be subject to real property taxation during Purchaser's period of ownership. All such taxes and assessments relating to the Property prior to Close of Escrow shall be prorated according to prevailing local custom in Stanislaus County, California. Except that Seller shall remain liable for all taxes and assessments attributable to pre-Closing periods, all prorations are final. All Property utilities and operating expenses (if any) shall be prorated as of the Closing Date.

**2.6 Payment of Purchase Price.** The Purchase Price, less the Earnest Money Deposit and plus or minus any adjustments, credits or prorations provided for herein, shall be paid at the Closing by wire transfer of current funds.

**2.7 Possession.** Possession of the Property shall be delivered to Purchaser at the Closing.

**2.8 Removal of Seller's Personal Property.** Seller shall remove all of its personal property from the Property before the Closing, except for such property as Purchaser consents to remain.

**2.9 Possession.** Possession of the Property shall be delivered to Purchaser at the Closing.

**2.10        Escrow.** This purchase and sale shall be closed through Escrow Holder. This Agreement shall constitute the instructions of the Parties to Escrow Holder. Payment of the Purchase Price (after giving Purchaser credit for the Earnest Money Deposit) and delivery of the Grant Deed and other closing documents shall be made through the Escrow. Each Party shall have the right to inspect all documents prior to or at the time of deposit in the Escrow.

**2.11        Documents To Be Delivered By Seller At Closing.** At the Closing, Seller shall deliver or cause to be delivered to Purchaser through the Escrow, the following, each of which shall be in form reasonably satisfactory to Purchaser:

2.11.1 A duly executed and acknowledged Grant Deed;

2.11.2 All other documents (if any) required to be executed and delivered by Seller; and

2.11.3 Such other instruments and documents as may be reasonably required in order to carry out the purposes of this Agreement.

**2.12        Documents To Be Delivered By Purchaser At Closing.** At the Closing Purchaser shall deliver through the Escrow, the following, each of which shall be in form reasonably satisfactory to Seller:

2.12.1 The Purchase Price, plus or minus adjustments, credits and prorations provided for herein;

2.12.2 An Acceptance of Grant Deed;

2.12.3 A completed, Preliminary Change of Ownership Report ("**PCOR**") form, in customary form; and

2.12.4 Such other instruments and documents as may be reasonably required in order to carry out the purpose of this Agreement.

**2.13        Conditions to Seller's Obligations.** The Closing and Seller's obligations to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Seller's waiver in writing thereof) which are for Seller's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Closing in absence of a specified date:

2.13.1        Purchaser's Obligations. As of the Closing, Purchaser shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Purchaser; and

2.13.2        Purchaser's Representations. As of the Closing, all representations and warranties made by Purchaser to Seller in this Agreement and the Offer shall be true and correct as of the Closing.

The conditions set forth in this Section 2.11 are solely for the benefit of Seller and may be waived only by Seller, with such waiver to be in writing to Purchaser.

**2.14        Conditions to Purchaser's Obligations.** The Closing and Purchaser's obligations to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Purchaser's waiver in writing thereof) which are for Purchaser's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Closing in absence of a specified date:

2.12.1 Title Insurance. The Title Company shall be in a position to provide to Purchaser a CLTA Owner's Policy of Title Insurance insuring Purchaser in an amount equal to the Purchase Price showing that the marketable fee title to the Property is vested in Purchaser, subject only to the Permitted Exceptions together with any extended coverage and/or endorsements that the Title Company has agreed to issue in writing prior to the end of the Contingency Period. Seller shall pay the cost of the CLTA Title Policy. If Purchaser elects to have an American Land Title Association ("ALTA") Extended Coverage Owner's Policy of Title Insurance, and/or any endorsements to the title policy, then Purchaser shall pay for the cost difference between the CLTA and ALTA policy and/or such endorsements.

2.12.2 Inspections and Studies. During the Contingency Period, as extended: (A) Purchaser shall have the right to conduct any and all inspection and evaluations of the Property to Purchaser's satisfaction; and (B) Purchaser shall have determined that the Property is clean of contamination, toxic and/or hazardous materials, to Purchaser's satisfaction. In the event that a Phase II environmental survey is required and finds that remediation is necessary, Purchaser may cancel this Agreement at any time prior to the expiration of the Contingency Period (as it may be extended). In the event of such cancellation, Purchaser shall be entitled to a refund of the Deposit.

2.12.3 Environmental Review. Before Purchaser can commit to purchase the Property, Purchaser must comply with the requirements of the California Environmental Quality Act ("CEQA"). This involves an analysis of the environmental consequences of the purchase of the Property, preparation and circulation of a document certifying the results of the analysis and the certification of the document at a public hearing (if applicable), and expiration of the time period for the filing of a legal challenge. As a condition to the Close of Escrow, Purchaser shall have completed its CEQA analysis of the proposed acquisition of the Property on or before the end of the Contingency Period (as may be extended).

2.12.4 Board of Supervisors Approval. The Close of Escrow is expressly made contingent upon the County Board of Supervisor's authorization to waive contingencies and approval of the purchase of the Property at an open and public hearing upon proper legal notice, after completion of analysis under CEQA and a report from the appropriate planning agency on consistency of the purchase with the planning agency's general plan. Purchaser retains full and sole discretion to approve or disapprove the purchase for any reason, or without reason. Notwithstanding any provisions to the contrary, if the County Board of Supervisors takes no action within the Contingency Period (as may be extended), it shall be deemed to have disapproved the purchase and Purchaser may terminate this Agreement by delivering written notice thereof to Seller.

2.12.5 Representations, Warranties and Covenants of Seller. As of the Close of Escrow, Seller will have duly and materially performed each and every obligation to be performed by Seller hereunder in all material respects; and Seller's express representations and warranties set forth in this Agreement will be true and correct as of the Closing Date in all material respects.



2.12.6 Seller's Deliveries. As of the Close of Escrow, Seller will have delivered all the items described in Section 2.11.

The conditions set forth in this Section 2.12 are solely for the benefit of Purchaser and may be waived only by Purchaser, with such waiver to be in writing to Seller. In the event any of the foregoing conditions are neither satisfied nor waived by Purchaser prior to the prescribed time period, and Purchaser terminates this Agreement by delivering written notice thereof to Seller on or before the applicable date listed in such condition, then all rights, obligations, and liabilities of Seller and Purchaser under this Agreement shall terminate (except for any provisions that expressly survive the termination of this Agreement), and the Deposit shall be returned to Purchaser.

**2.15      Obligations of Escrow Holder on Closing Date.** On the closing date Escrow Holder is authorized to, and shall, perform each of the following:

2.13.1 Recording. Record the Grant Deed (marked for return to County) with the Stanislaus County Recorder (which will be deemed to be delivery to County);

2.13.2 Cause the Title Policy to be issued;

2.13.3 Pay demands of existing lienholders;

2.13.4 Prorations. Prorate taxes and other charges as provided in this Agreement;

2.13.5 Funds. Disburse funds to Sellers, less prorated amounts and costs and expenses to be paid by or on behalf of Sellers pursuant to this Agreement, and charge County for those costs and expenses to be paid by County pursuant to this Agreement and disburse any net funds remaining after the preceding disbursements, if any, to County; and

2.13.6 Documents. Prepare and deliver to both Seller and County one signed copy of Escrow Holder's closing statement showing all receipts and disbursements of the escrow, as well as any other documents to be distributed to the parties.

If Escrow Holder is unable to simultaneously perform all of the instructions set forth above, Escrow Holder shall notify Seller and County and retain all funds and documents pending receipt of further instructions jointly issued by Seller and County.

**2.16      Escrow Cancellation; Return of Buyer's Deposit.** In the event escrow does not close or is cancelled, all amounts deposited in escrow by County less the Independent Contract Consideration shall be returned to County by the Escrow Holder. Further, if the Closing does not occur by the Closing Date due to a default by one of the Parties and said date is not extended by mutual agreement of the Parties, the Party not then in default under this Agreement may notify the other Party and Escrow Holder in writing that, unless the Closing occurs within five (5) business days following said notice, the Escrow shall be deemed canceled without further notice or instructions. If both Parties are in default and the Closing Date is not extended by mutual agreement of the Parties, the Escrow shall be cancelled. All escrow costs of cancellation, if any, will be paid by the defaulting party, or if both Parties are in default, the costs of cancellation shall be split between the Parties.

**2.17      Agreement as Escrow Instructions.** This Agreement may serve in whole or in part as escrow instructions. The issuance of any further escrow instructions shall be the sole responsibility of the Escrow Holder. The Seller agrees to execute such additional documents as may be reasonably necessary to consummate the purchase and sale herein contemplated.

**2.18      Electronic Signatures.** Escrow Holder is authorized to accept electronically signed documents; provided, however, that any documents recorded (such as the Grant Deed) must bear original signatures and notarizations. Escrow Holder will notify Seller and Purchaser regarding any other documents as to which it may require original signatures.

### **ARTICLE 3 TITLE**

**3.1      Condition of Title to the Property.** Seller agrees and covenants, and it shall be a condition precedent to the Close of Escrow, that Fee Title to the Property shall be conveyed to County free and clear of all rights, restrictions, easements, impediments, encumbrances, liens, assessments or other security interests of any kind (collectively, "Encumbrances"), except as identified as "Permitted Exceptions" as described below, and that Seller at Seller's expense shall take all actions necessary to remove or have the Title Company insure over, or cause to be bonded over any and all Encumbrances prior to, and as an express condition precedent to, the Close of Escrow.

Purchaser shall cause Title Company to provide a preliminary report for the Property and all underlying documents to Seller. Purchaser shall have until fifteen (15) business days prior to the Due Diligence Deadline to notify Seller and Escrow Holder in writing of any Encumbrances or exceptions to title shown therein, or of which Purchaser is otherwise aware, that Purchaser disapproves (the "**Objectionable Exceptions**"). If Purchaser notifies Seller and Escrow Holder of one or more Objectionable Exceptions, Seller shall have five (5) business days from receipt of such written notice to provide notice to Purchaser and Escrow Holder that it will either (i) remove or covenant to remove on or prior to the Closing Date the Objectionable Exception(s) or any of them, and/or (ii) refuse to remove the Objectionable Exception(s) or any of them, and if Seller does not deliver said notice by the fifth day, Seller shall be deemed to have delivered on such fifth day a notice electing to refuse to remove or endorse over the Objectionable Exceptions. If Seller elects or is deemed to have elected not to remove any Objectionable Exceptions, then Purchaser must provide a notice to Seller of its elect on or before the Due Diligence Deadline either (i) to terminate this Agreement and receive a refund of the Deposit and accrued interest, whereupon this Agreement shall terminate, or (ii) to approve title and waive its objections. If Purchaser does not deliver a notice approving title or terminating this Agreement on or before the Due Diligence Deadline, then Purchaser shall be deemed to have elected to terminate this Agreement. If Purchaser delivers a notice to Seller and Escrow Holder on or before the Due Diligence Deadline accepting Seller's cure of the Objectionable Exceptions and/or waiving its title objections and approving the condition of title to the Property, then this Agreement shall not be terminated and Purchaser shall be obligated to purchase the Property subject to the Objectionable Exceptions except those Seller agreed in writing to remove. "**Permitted Exceptions**" means all title exceptions shown in the preliminary report or a survey of the Property except Objectionable Exceptions Seller agrees to remove; provided, however, that Permitted Exceptions shall not include any monetary lien encumbering the Property except nondelinquent real property taxes and assessments and any liens caused by Purchaser, which Seller agrees will be paid out of the funds paid by Purchaser as the Purchase Price through the Escrow.

**3.2 Title Insurance.** At the Closing and as a condition to Purchaser's obligation to purchase and Seller's obligation to sell the Property, Title Insurer shall commit to issue its standard coverage CLTA Owner's Policy of Title Insurance showing title to the Property vested in Purchaser subject only to the Permitted Exceptions (the "**Title Policy**") with such title endorsements as Seller agrees to provide to insure over or bond over any and all Encumbrances prior to, and as an express condition precedent to, the Close of Escrow as set forth above. Purchaser at its own cost may elect to obtain additional endorsements or additional coverage, apart from Seller's cure of the Objectionable Exceptions, if Purchaser so notifies Escrow Holder prior to Closing and the provision of the additional endorsements or additional coverage by the Title Insurer will be a condition to Closing in favor of Purchaser unless waived by Purchaser.

#### **ARTICLE 4 DUE DILIGENCE INVESTIGATIONS**

**4.1 Inspections and Studies.** Between the Effective Date and the Close of Escrow, Purchaser shall have the right, at its cost and expense, to conduct any and all non-destructive inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes, and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports and environmental testing) with respect to the Property as Purchaser may elect to make or maintain. Purchaser and Purchaser's employees, agents, contractors, subcontractors and consultants (collectively, "**Purchaser's Representatives**") shall have the right to enter upon the Property at reasonable times during ordinary business hours upon notice to Seller at least one (1) business day prior to entry, to perform such inspections, investigations, tests and studies. Purchaser, in performing its inspections, investigations, tests and studies hereunder shall not unreasonably interfere with the operation of the Property. Following any such tests or inspections, Purchaser shall promptly return any portions of the Property damaged or altered by Purchaser during such tests or inspections to substantially the same condition which existed prior to such test or inspection.

**4.2 Results of Due Diligence Investigations.** Prior to 5:00 pm on the Due Diligence Deadline, Purchaser shall deliver to Seller and Escrow Holder written notice ("**Contingency Notice**") of its approval or disapproval of the Property and the Documents and Materials. Purchaser's failure to timely deliver the Contingency Notice shall be deemed to constitute Purchaser's disapproval of the Property and the Documents and Materials. Upon any such actual or deemed disapproval and inability, the Deposit and accrued interest shall be returned to Purchaser, this Agreement shall automatically terminate and, except as otherwise provided in this Agreement, Seller and Purchaser will have no further obligations or rights to one another under this Agreement.

**4.3 Leases, Tenants, or Occupants; No Assignment of Rights.** Seller warrants that there are no leases, tenants or occupants except as disclosed on the Tenant Estoppel, attached hereto as Exhibit "D", on all or any portion of the Property, and the Seller further agrees to indemnify and hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any tenant, lessee or occupant of all or a portion of the Property other than what is disclosed on Exhibit "D." Seller further agrees to indemnify and hold County harmless and reimburse the County for any payment of relocation expenses made to any tenant, lessee or occupant not disclosed on Exhibit "D." Seller agrees not to assign, transfer or sell to any third party any right, title or interest Seller has in the Property. The Parties acknowledge that, upon acquisition by the County, Seller shall cause any lease, tenancy or occupancy

disclosed on Exhibit "D" to terminate as to that part of the Property encumbered by any such lease, tenancy or occupancy being acquired by the County pursuant to this Agreement.

**4.4 Agreements.** Within seven (7) days after the Effective Date, Seller shall transmit to Purchaser (i) true, correct and complete copies of each and every written agreement, and (ii) true, accurate and complete summaries of each and every oral agreement, between (or among) Seller and any other party pertaining to the Property, which will bind or otherwise be enforceable against Purchaser following the Closing (collectively, "Agreements"). Except as expressly provide below: (a) Seller is in full compliance under all of the Agreements; (b) to Seller's knowledge, no other party is in default under any of the Agreements; and (c) Seller has not received any notice of default from any other party to any Agreement (except which has been cured).

## **ARTICLE 5**

### **SELLER'S REPRESENTATIONS AND WARRANTIES**

**5.1 Seller's Representations.** Seller makes the following representations and warranties:

5.1.1 Seller certifies that it owns full legal title to the Property, and has full power and authority to sell, convey and transfer the Property and all property rights as provided for herein to County.

5.1.2 This Agreement constitutes a legal, valid, and binding obligation of Seller enforceable against Seller in accordance with its terms.

5.1.3 There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Seller which could (a.) affect Seller's title to the Property, or any portion thereof, (b.) affect the value of the Property, or any portion thereof or (c.) subject any Seller of the Property, or any portion thereof, to liability.

5.1.4 There are no uncured notices, which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule, or regulation, which would affect the Property, or any portion thereof.

5.1.5 There are no Hazardous Materials (as defined below), or storage tanks containing Hazardous Materials, in, on, under, or about the Property.

As used herein, (a) the term "**Hazardous Materials**" shall mean any hazardous, toxic or dangerous substance, material, waste, gas or particulate matter which is defined as such for purposes of regulation by any local government authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law, (ii) petroleum or petroleum fractions, (iii) asbestos or asbestos containing material, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) radon gas; (vii) any explosive substances (viii); per chlorate. (ix) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec. 1251 et seq. (33 U.S.C. Sec. 1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq. (42 U.S.C. Sec. 6903), or (xi) defined as a "hazardous substance" pursuant to Section 101 of the

Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec. 9601), (xii) set forth in the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code sections 25330-25395), and the Hazardous Waste Control Law (California Health and Safety Code sections 25100-25250.25); and (xiii) listed in the United States Department of Transportation Table (49 CFR § 172.101) or by the Environmental Protection Agency, or listed as hazardous substances by any equivalent State of California or local governmental agency, or any successor agency (40 CFR Part 302); and (b) the term "**Environmental Laws**" shall mean all statutes specifically described in the definition of "**Hazardous Materials**" and all other federal, state or local laws, regulations or orders relating to or imposing liability or standards of conduct concerning any Hazardous Material.

5.1.6 There has been no production, storage, disposal, presence, observance, or release of any Hazardous Materials in, on, under, or about the Property.

5.1.7 Seller has not caused any Hazardous Materials to be placed or disposed of on or at the Property or any part thereof in any manner or quantity that would constitute a violation of any Environmental Law, nor has Seller received any written notices that the Property is in violation of any Environmental Law.

5.1.8 The Seller and the Property are not in violation of any federal, state, or local law, ordinance, regulation, order, decree, or judgment relating to Hazardous Materials and/or environmental conditions in, on, under, or about the Property.

5.1.9 There are no notices or other information giving Seller reason to believe that any conditions existing on the Property could subject any Seller of the Property to potential liabilities under any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Materials and/or the protection of public health and safety and/or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use.

5.1.10 There are no violations of any federal, state or local law, statute, ordinance, regulation, rule, order, decree, or other governmental requirement that pertains to the regulation of Hazardous Materials and/or the protection of public health and safety or the environment, including, but not limited to, the ambient air, soil, soil vapor, groundwater, surface water or land use, nor of any legal, administrative or other action or proceeding, pending or threatened, affecting the Property and relating to Hazardous Materials and/or environmental compliance.

5.1.11 Other than as listed in Exhibit "D", there is no lease, written or oral, which affects the Property or any portion thereof.

5.1.12 Other than disclosed in writing to Purchaser, there is no license, permit, option, or other agreement, written or oral, which affects the Property or any portion thereof.

5.1.13 Conveyance of the property rights described herein will not constitute a breach or default under any agreement to which Seller is bound and/or to which the Property is subject.

5.1.14 Neither the execution and delivery of this Agreement by Seller nor the consummation of the transactions contemplated hereby will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which Seller is a party.

**5.2 Seller's Pre-Closing Covenants.** So long as this Agreement remains in full force and effect:

5.2.1 Without the prior written consent of Purchaser, Seller will not convey any interest in the Property and will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the Effective Date which will not be eliminated prior to the Close of Escrow, other than as may be required by any applicable government or quasi-governmental authority or by a provider of utility services and except as may be otherwise provided for in this Agreement.

5.2.2 Seller will not make any material alterations to the Property without Purchaser's consent, which consent will not be unreasonably withheld or delayed. Seller will maintain the Property in substantially the same condition as of the Effective Date.

5.2.3 Seller will keep and perform all of the obligations to be performed by Seller under any contracts entered into by Seller providing for the provision of good or services to or with respect to the Property or the operation thereof. After the Effective Date, Seller will not enter into any contract or agreement providing for the provision of goods or services to or with respect to the Property or the operation thereof unless such contracts or agreements can be terminated by the Closing Date, without the prior written consent of Purchaser, which consent will not be unreasonably withheld or delayed. Seller will not enter into any leases for any portion of the Property without Purchaser's written consent, which consent will not be unreasonably withheld or delayed.

Each of the above warranties, representations, covenants, and other obligations described in this Agreement, are material and are relied upon by County separately and collectively and shall be deemed to have been made as of the date that the Grant Deed is recorded, and shall survive the recording of the Grant Deed or the termination of this Agreement, as applicable by a period of two years following the date that the Grant Deed is recorded. If, before the recording of the Grant Deed Seller discovers any information or facts that would materially change any of these warranties and representations, Seller shall immediately give notice in writing to County of such facts and information. If any of the foregoing warranties and representations cease to be true before the recording of the Grant Deed, the County may, at its unfettered discretion, either cancel and terminate this Agreement or give the Seller the option to remedy the problem before the recording of the Grant Deed or deduct from the payments required herein, as a credit to County, in an amount as determined by the County reasonably required to remedy the problem.

## **ARTICLE 6 HAZARDOUS MATERIALS**

**6.1 Liability for Hazardous Material.** The parties acknowledge, understand, and agree that any liability associated with the presence of any Hazardous Substances, as defined above in Section 5.1(v), on or adjacent to any portion of the Property shall be governed by the provisions of Section 6.2 below, regardless of whether any inspection, examination, sampling, testing, assessment, or other investigation is conducted by County.

## **6.2 Indemnification.**

6.2.1 Seller (hereafter the "Indemnifying Party") agrees and covenants to indemnify, defend (with counsel acceptable to the other party ) County (hereinafter "Indemnified Party"), which consent shall not be unreasonably withheld), and hold the Indemnified Party, and its officers, employees and agents, harmless from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees, whether for outside counsel, in house counsel or the County Attorney), causes of action, claims, or judgments that arise by reason of any death, bodily injury, personal injury, property or economic damage, or violation of any law or regulation, or damage to the environment, including ambient air, soil, soil vapor, groundwater, or surface water, and resulting from or in any way connected with: (i) any acts or omissions related to the performance of this Agreement;(ii) any breach of this Agreement, or; (iii.) the occupancy or use of the Property (including, but not limited to, the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about any portion of the Property), by the Indemnifying Party, its officers, employees, agents, engineers, contractors or subcontractors, or any other person or entity employed by or acting on their behalf.

6.2.2 The parties further agree and understand as follows: a party does not, and shall not be deemed to, waive any rights against the other party which it may have by reason of the aforesaid indemnity and hold harmless agreement because of any insurance coverage available; the scope of the aforesaid indemnity and hold harmless agreements are to be construed broadly and liberally to provide the maximum coverage in accordance with their terms; no specific term or word contained in this Section shall be construed as a limitation on the scope of the indemnification and defense rights and obligations of the parties unless specifically so provided. The provisions of this Section shall survive the recording of any deeds hereunder.

## **ARTICLE 7 DEFAULTS; REMEDIES**

**7.1 Purchaser's Default.** If the transaction contemplated hereby does not close by reason of a default by Purchaser in any of the terms hereof, then Seller may, as its sole option and in lieu of any and all other legal and equitable remedies which Seller may have hereunder for failure by Purchaser to timely close the transaction contemplated hereby, receive all Earnest Money Deposit, including any interest earned thereon, deposited to the date of such default, as liquidated damages, pursuant to Section 2.3. hereof.

**7.2 Seller's Default.** If the transaction contemplated hereby does not close by reason of a default by Seller in any of the terms hereof, then Purchaser may terminate this Agreement, receive all Earnest Money Deposit, and pursue against Seller an action for Purchaser's actual damages incurred thereby, or Purchaser may pursue the remedy of specific performance to enforce the sale of the Property set forth herein. In no event shall Seller be liable to Purchaser for indirect or consequential damages, including, without limitation, any loss or damage suffered by Purchaser in connection with any lost profit or other agreement or understanding with any third party for the use, lease or purchase of the Property.

## **ARTICLE 8 MISCELLANEOUS**

**8.1 Survival.** Seller's warranties and representations shall survive the Closing and delivery of the Grant Deed for a period of four years.

**8.2 Entire Agreement.** Subject to Section 7.1 above, this Agreement embodies the entire understanding of the Parties and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof except as may be set forth in writing executed by both Parties contemporaneously with or subsequent to this Agreement.

**8.3 Captions; Number.** The captions contained in this Agreement are for the convenience of reference only, and shall not affect the meaning, interpretation or construction of this Agreement. As used in this Agreement, the singular form shall include the plural and the plural shall include the singular, to the extent that the context renders it appropriate.

**8.4 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**8.5 Governing Law.** This Agreement has been executed and delivered, and is to be performed, in the State of California, and this Agreement and all rights, obligations and liabilities hereunder shall be governed by, and construed in accordance with, the internal laws of the State of California. Purchaser hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any federal or state court sitting in Stanislaus County, California.

**8.6 Time of the Essence.** Time is of the essence of this Agreement.

**8.7 Modification.** The provisions of this Agreement may not be amended, changed or modified orally, but only by an agreement in writing signed by the Party against whom any amendment, change or modification is sought.

**8.8 Waiver.** Except as otherwise expressly provided in this Agreement, no waiver by a Party of any breach of this Agreement or of any warranty or representation hereunder by the other Party shall be deemed to be a waiver of any other breach by such other Party, and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party. Except as otherwise expressly provided in this Agreement, no failure or delay by a Party to exercise any right it may have by reason of the default of the other Party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be so in default.

**8.9 Business Days.** Except as otherwise provided in this Agreement, if any date specified in this Agreement for the Closing Date or for commencement or expiration of time periods for termination or approvals or for notice occurs on a day other than a Business Day, then any such date shall be postponed to the following Business Day. As used herein, "**Business Day**" shall mean any day other than a Saturday, Sunday, a holiday observed by national banks or a day that is a non-working day for Purchaser.



**8.10 Attorney Fees.** In the event of any dispute arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees including costs and expenses.

**8.11 No Broker.** Purchaser and Seller each represent to the other that it has had no dealings with any real estate broker or agent in connection with the negotiations of this Purchase and Sale Agreement, and that they know of no other real estate broker or agent who is entitled to a commission of finder's fee in connection with this purchase and sale transaction. Each Party shall indemnify, protect, defend and hold harmless the other party against all claims, demands, losses, liabilities, lawsuits, judgments, and cost and expenses (including reasonable attorneys' fees) for any sales commission, finder's fee or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent. The terms of this section shall survive the Close of Escrow.

**8.12 Notices.** Any notice that either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by regular U.S. Mail, to the following address:

**To County:**

County of Stanislaus  
Attn: David Leamon, PE  
Director of Public Works  
1716 Morgan Road  
Modesto, CA 95354

**To Seller:**

Grover Family Properties LP  
2829 Kiernan Avenue  
Modesto, CA 95356

**8.13 Binding on Successors.** This Agreement shall be binding on and shall inure to the benefit of the County and Seller, and their respective successors, assigns, tenants, sub-tenants, licensees, franchisees and transferees, and their past, present and future officers, employees and agents; provided that this Agreement may only be assigned with the written consent of both parties, and any attempt to assign this Agreement without such consent shall be void.

**8.14 Brokers.** Seller and County each warrant to the other that no person or entity can properly claim a right to a commission, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, the party through which the broker or finder makes such claim shall indemnify, defend and hold the other party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

**8.15 Time of Essence.** Time is of the essence for each condition, term, and provision in this Agreement.

**8.16 Waivers.** No waiver of any breach of any covenant or provision in this Agreement shall 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.

**8.17 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, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

**8.18 Time of Essence.** Time is of the essence for each condition, term, and provision in this Agreement.

**8.19 Construction.** Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.

**8.20 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action arising under or related to this Agreement shall be brought and prosecuted in the Stanislaus County Superior Court.

**8.21 Entire Agreement.** The parties have herein set forth the whole of their Agreement. All prior oral discussions, representations, and/or agreements, if any, are specifically superseded by this Agreement, which is intended by the parties to contain all of the terms and conditions agreed to by them with regard to acquisition of the Property by County.

**8.22 Authority.** Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

**8.23 Just Compensation; Waiver and Release.** The parties agree that performance of this Agreement by County, including the payment recited in Section 2A, above, shall constitute full and fair compensation and consideration for any and all claims that Seller, and its successors and assigns, may have against County by reason of the acquisition, improvement, possession, use and/or occupancy of the Property and Seller, on behalf of itself and its successors and assigns, hereby knowingly and voluntarily waives, and expressly releases and discharges County, and any and all of County's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from liability in regard to, any and all such claims, including claims for severance or taking compensation or damages to the remainder not taken on account of the acquisition of the Property. This waiver and release shall survive the Close of Escrow.

In addition, Seller, on behalf of itself and its successors and assigns, knowingly and voluntarily waives and expressly releases and discharges County, and any and all of County's employees, agents, officers, servants, representatives, contractors, attorneys and assigns, from liability in regard to any claims of compensation for the following: relocation assistance or benefits, if any, to which Seller may be entitled pursuant to applicable State, Federal or local laws or regulations, precondemnation damages, lost business goodwill, lost profits, damage to or loss of improvements pertaining to the realty, interest, any right to repurchase, leaseback from County,

or receive any financial gain from, the County's sale of any portion of the Property, any right to receive any notices required for a new or reauthorization resolution or for a right of first refusal , and litigation expenses, attorney's fees and/or costs. This waiver and release shall survive the Close of Escrow. Seller is aware of and understands all potential benefits to which he/she/it is otherwise entitled and has had the opportunity to discuss potential benefits with representatives of the County and with legal counsel of his/her/its choice.

#### **WAIVER UNDER SECTION 1542**

The parties intend that this Agreement will result in a full, complete, and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property by the County, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which a party is, or may be, entitled is intended to be full and complete. Accordingly, Seller, on behalf of itself and its successors and assigns, hereby waives any and all rights or benefits arising from and/or related to the County's acquisition, possession and/or use of the Property that it may have under section 1542 of the Civil Code of the State of California which provides:

"a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The Seller represents and warrants that he/she/it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of their choice.

  
Seller' Initials

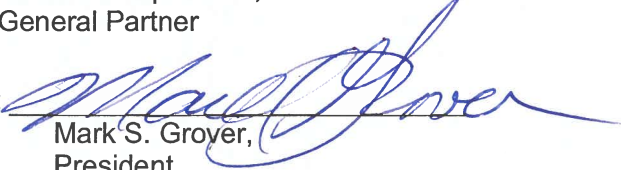
*[ signatures appear on following page ]*

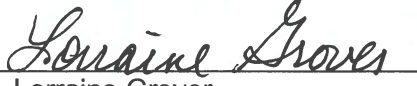
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**SELLER:**

**GROVER FAMILY PROPERTIES, L.P.,**  
a California limited partnership

By: Grover Farm Management, Inc.,  
a California corporation,  
its General Partner

By:   
Mark S. Grover,  
President

By:   
Lorraine Grover,  
Secretary

**PURCHASER:**

**COUNTY OF STANISLAUS**

By: \_\_\_\_\_  
David Leamon  
Director of Public Works

**APPROVED AS TO FORM:**

Thomas E. Boze, County Counsel

  
By: Todd James  
Deputy County Counsel

**EXHIBIT "A"**

**Property Legal Description**

**(APN: 003-014-008)**

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SECTION 28 THAT IS SOUTH 89° 56' 36" EAST, 1080.17 FEET FROM SAID SOUTHWEST CORNER OF SECTION 28; THENCE NORTHERLY FROM A TANGENT THAT BEARS NORTH 2° 50' 04" WEST, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1030 FEET, THROUGH AN ANGLE OF 15° 20' 28", AN ARC DISTANCE OF 275.78 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUING NORTHERLY FROM A TANGENT THAT BEARS NORTH 12° 30' 24" EAST ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 570 FEET, THROUGH AN ANGLE OF 21° 43' 53", AN

ARC DISTANCE OF 216.19 FEET; THENCE NORTH 44° 26' 06" WEST, 66.24 FEET; THENCE NORTH 22° 54' 4" WEST, 100 FEET TO THE TRUE POINT OF BEGINNING: THENCE (1ST) SOUTH 65° 03' 53" WEST, 123.51 FEET THENCE (2ND) NORTH 69° 42' 43" WEST, 65.02 FEET; THENCE (3RD) NORTHWESTERLY FROM A TANGENT THAT BEARS NORTH 49° 25' 15" WEST, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 565 FEET, THROUGH AN ANGLE OF 37° 05' 43", AN ARC DISTANCE OF 365.80 FEET TO THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO CLARENCE H. SKILES, ET UX, RECORDED SEPTEMBER 14, 1943 IN VOLUME 779 OF OFFICIAL RECORDS, AT PAGE 56; THENCE (4TH) ALONG LAST SAID LINE NORTH 89° 22' 45" EAST, 452.98 FEET; THENCE (5TH) SOUTHERLY FROM A TANGENT THAT BEARS SOUTH 19° 36' 14" WEST, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 58 FEET, THROUGH AN ANGLE OF 101° 57' 14", AN ARC DISTANCE OF 103.21 FEET; THENCE (6TH) SOUTH 10° 43' 51" EAST, 33.87 FEET TO THE POINT OF BEGINNING.

# EXHIBIT "B"

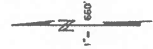
## Parcel Map

(APN: 003-014-008)

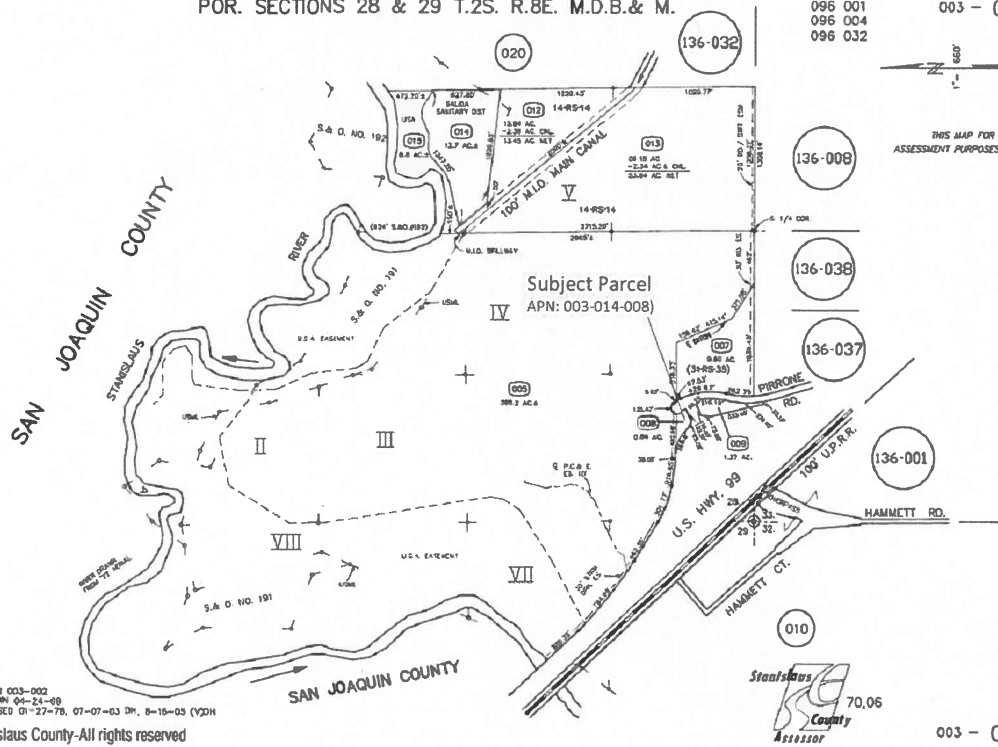
POR. SECTIONS 28 & 29 T.2S. R.8E. M.D.B. & M.

096 001  
096 004  
096 032

003 - 014



THIS MAP FOR  
ASSESSMENT PURPOSES ONLY



**EXHIBIT "A-1"**

**Property Legal Description**

**(APN: 003-014-009)**

**PARCEL ONE:**

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID SECTION 28 THAT IS SOUTH 89° 56' 36" EAST, 1080.17 FEET FROM THE SOUTHWEST CORNER OF SECTION 28; THENCE NORTHERLY (1) FROM A TANGENT THAT BEARS NORTH 2° 50' 04" WEST, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1030 FEET, THROUGH AN ANGLE OF 15° 20' 28", AN ARC DISTANCE OF 275.78 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUING NORTHERLY (2) FROM A TANGENT THAT BEARS NORTH 12° 30' 24" EAST, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 570 FEET, THROUGH AN ANGLE OF 21° 43' 53", AN ARC DISTANCE OF 216.19 FEET; THENCE (3) NORTH 44° 26' 06" WEST, 66.24 FEET; THENCE (4) SOUTH 65° 03' 54" WEST, 116.45 FEET; THENCE (5) SOUTH 6° 54' 32" WEST, 73.02 FEET; THENCE (6) SOUTH 12° 36' 49" EAST, 424.72 FEET TO THE SOUTHERLY LINE OF SAID SECTION 28; THENCE (7) ALONG LAST SAID LINE SOUTH 89° 56' 36" EAST, 38.67 FEET TO THE POINT OF BEGINNING.

**PARCEL TWO:**

THAT PORTION OF THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 33, THAT IS SOUTH 89° 56' 36" EAST, 1041.50 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 33, SAID CORNER HAVING COORDINATES Y=446,730.02 FEET AND X=1,825,276.20 FEET; THENCE SOUTH 12° 36' 49" EAST, 14.02 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,935 FEET, THROUGH AN ANGLE OF 2° 48' 19", AN ARC DISTANCE OF 94.74 FEET; THENCE NORTH 81° 27' 16" EAST, 23.10 FEET; THENCE NORTHERLY FROM A TANGENT THAT BEARS NORTH 8° 32' 44" WEST, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1030 FEET, THROUGH AN ANGLE OF 5° 42' 40", AN ARC DISTANCE OF 102.67 FEET TO SAID NORTH LINE OF SECTION 33; THENCE ALONG LAST SAID LINE NORTH 89° 56' 36" WEST, 38.67 FEET TO THE POINT OF BEGINNING.

APN: 003-014-009

# EXHIBIT "B-1"

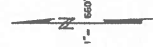
## Parcel Map

(APN: 003-014-009)

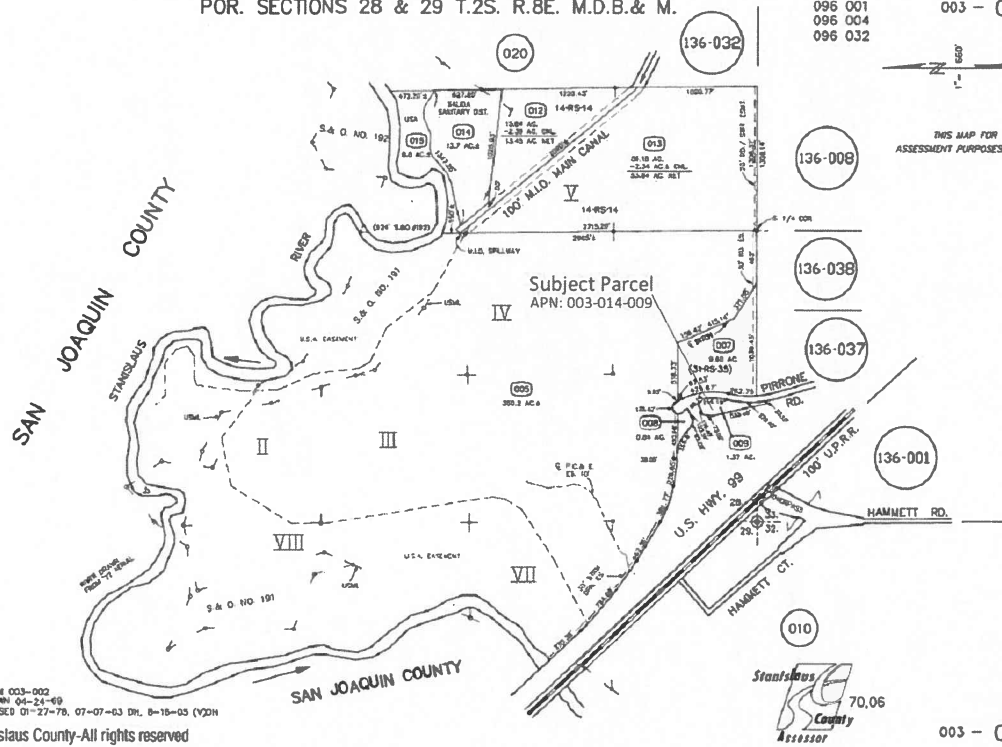
POR. SECTIONS 28 & 29 T.2S. R.8E. M.D.B. & M.

096 001  
096 004  
096 032

003 - 014



THIS MAP FOR  
ASSESSMENT PURPOSES ONLY



FROM 003-002  
DRAWN 04-24-69  
REVISED 01-27-78, 07-07-83 Dtl. 8-15-05 (YJDN)

Copyright 2001 Stanislaus County-All rights reserved

003 - 014



EXHIBIT "C"

Grant Deed in favor of County  
for Acquisition of Property  
(APN: 003-014-008)

Recording requested by:  
County of Stanislaus

WHEN RECORDED MAIL TO:

County of Stanislaus  
1716 Morgan Road  
Modesto, CA 95354

Space above this line is for Recorder's Use

This document is recorded for the benefit of the County of Stanislaus and is therefore exempt from the payment of the recording fee pursuant to Government Code Sections 6103 and 27383 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

APN: 003-014-008

GRANT DEED

FOR A VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged, **Grover Family Properties LP (hereinafter referred to as "GRANTOR")** hereby grants to **County of Stanislaus, (hereinafter referred to as "COUNTY")**, the following described interests in real property located in the City of Salida, County of Stanislaus, State of California:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF IN EXHIBIT "A":

In Witness Whereof, GRANTOR has hereunto set its/their authorized hand(s) and seal on this 12th day of October, 2021

GRANTOR:

Dated: 10-12-21

Mall Grover  
(Name)

Dated: 10.12.21

Laraine Grover  
(Name)

# EXHIBIT A

## LEGAL DESCRIPTION

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERLY LINE OF SECTION 28 THAT IS SOUTH 89° 56' 36" EAST, 1080.17 FEET FROM SAID SOUTHWEST CORNER OF SECTION 28; THENCE NORTHERLY FROM A TANGENT THAT BEARS NORTH 2° 50' 04" WEST, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1030 FEET, THROUGH AN ANGLE OF 15° 20' 28", AN ARC DISTANCE OF 275.78 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUING NORTHERLY FROM A TANGENT THAT BEARS NORTH 12° 30' 24" EAST ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 570 FEET, THROUGH AN ANGLE OF 21° 43' 53", AN

ARC DISTANCE OF 216.19 FEET; THENCE NORTH 44° 26' 06" WEST, 66.24 FEET; THENCE NORTH 22° 54' 4" WEST, 100 FEET TO THE TRUE POINT OF BEGINNING: THENCE (1ST) SOUTH 65° 03' 53" WEST, 123.51 FEET THENCE (2ND) NORTH 69° 42' 43" WEST, 65.02 FEET; THENCE (3RD) NORTHWESTERLY FROM A TANGENT THAT BEARS NORTH 49° 25' 15" WEST, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 565 FEET, THROUGH AN ANGLE OF 37° 05' 43", AN ARC DISTANCE OF 365.80 FEET TO THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO CLARENCE H. SKILES, ET UX, RECORDED SEPTEMBER 14, 1943 IN VOLUME 779 OF OFFICIAL RECORDS, AT PAGE 56; THENCE (4TH) ALONG LAST SAID LINE NORTH 89° 22' 45" EAST, 452.98 FEET; THENCE (5TH) SOUTHERLY FROM A TANGENT THAT BEARS SOUTH 19° 36' 14" WEST, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 58 FEET, THROUGH AN ANGLE OF 101° 57' 14", AN ARC DISTANCE OF 103.21 FEET; THENCE (6TH) SOUTH 10° 43' 51" EAST, 33.87 FEET TO THE POINT OF BEGINNING.

## 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.

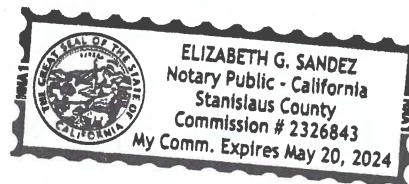
State of California )  
County of Stanislaus ) ss

On October 12<sup>th</sup> 2021 before me, ELIZABETH G. Sandez, Notary Public  
(Name of Notary)  
personally appeared MARK S. Graver & Lorraine J. Graver 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 Signature)



## CERTIFICATE OF ACCEPTANCE

(County of Stanislaus)

This is to certify that the interest in real property conveyed by that certain Grant Deed dated as of \_\_\_\_\_, 2020, from **Grover Family Properties LP ("GRANTOR")** to the **County of Stanislaus ("GRANTEE")**, is hereby accepted by the undersigned on behalf of \_\_\_\_\_ pursuant to authority conferred by that certain \_\_\_\_\_ Resolution dated \_\_\_\_\_, and the GRANTEE consents to recordation thereof by its duly authorized officer.

Dated as of: \_\_\_\_\_, 2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Signatory  
Title of Signatory

EXHIBIT "C-1"

Grant Deed in favor of County  
for Acquisition of Property  
(APN: 003-014-009)

Recording requested by:  
County of Stanislaus

WHEN RECORDED MAIL TO:

County of Stanislaus  
1716 Morgan Road  
Modesto, CA 95354

Space above this line is for Recorder's Use

This document is recorded for the benefit of the County of Stanislaus and is therefore exempt from the payment of the recording fee pursuant to Government Code Sections 6103 and 27383 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

APN: 003-014-009

**GRANT DEED**

FOR A VALUEABLE CONSIDERATION, receipt of which is hereby acknowledged, Grover Family Properties LP (hereinafter referred to as "GRANTOR") hereby grants to County of Stanislaus, (hereinafter referred to as "COUNTY"), the following described interests in real property located in the City of Salida, County of Stanislaus, State of California:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF IN EXHIBIT "A":

In Witness Whereof, GRANTOR has hereunto set its/their authorized hand(s) and seal on this 12<sup>th</sup> day of October, 20 21

GRANTOR:

Dated: 10-12-21

(Name)

Dated: 10-12-21

(Name)

# EXHIBIT A

## LEGAL DESCRIPTION

### PARCEL ONE:

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID SECTION 28 THAT IS SOUTH 89° 56' 36" EAST, 1080.17 FEET FROM THE SOUTHWEST CORNER OF SECTION 28; THENCE NORTHERLY (1) FROM A TANGENT THAT BEARS NORTH 2° 50' 04" WEST, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1030 FEET, THROUGH AN ANGLE OF 15° 20' 28", AN ARC DISTANCE OF 275.78 FEET TO A POINT OF REVERSE CURVE; THENCE CONTINUING NORTHERLY (2) FROM A TANGENT THAT BEARS NORTH 12° 30' 24" EAST, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 570 FEET, THROUGH AN ANGLE OF 21° 43' 53", AN ARC DISTANCE OF 216.19 FEET; THENCE (3) NORTH 44° 26' 06" WEST, 66.24 FEET; THENCE (4) SOUTH 65° 03' 54" WEST, 116.45 FEET; THENCE (5) SOUTH 6° 54' 32" WEST, 73.02 FEET; THENCE (6) SOUTH 12° 36' 49" EAST, 424.72 FEET TO THE SOUTHERLY LINE OF SAID SECTION 28; THENCE (7) ALONG LAST SAID LINE SOUTH 89° 56' 36" EAST, 38.67 FEET TO THE POINT OF BEGINNING.

### PARCEL TWO:

THAT PORTION OF THAT CERTAIN PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 33, THAT IS SOUTH 89° 56' 36" EAST, 1041.50 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 33, SAID CORNER HAVING COORDINATES Y=446,730.02 FEET AND X=1,825,276.20 FEET; THENCE SOUTH 12° 36' 49" EAST, 14.02 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,935 FEET, THROUGH AN ANGLE OF 2° 48' 19", AN ARC DISTANCE OF 94.74 FEET; THENCE NORTH 81° 27' 16" EAST, 23.10 FEET; THENCE NORTHERLY FROM A TANGENT THAT BEARS NORTH 8° 32' 44" WEST, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1030 FEET, THROUGH AN ANGLE OF 5° 42' 40", AN ARC DISTANCE OF 102.67 FEET TO SAID NORTH LINE OF SECTION 33; THENCE ALONG LAST SAID LINE NORTH 89° 56' 36" WEST, 38.67 FEET TO THE POINT OF BEGINNING.

APN: 003-014-009

# 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 )

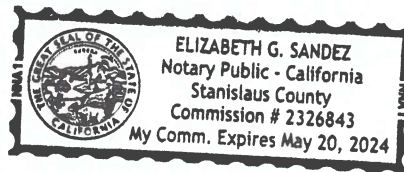
County of Stanislaus ) ss )

On October 12th 2021 before me, ELIZABETH G. SANDEZ, Notary Public (Name of Notary) personally appeared Mark S. Grover + Lorraine J. Grover 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 Signature)



# **CERTIFICATE OF ACCEPTANCE**

(County of Stanislaus)

This is to certify that the interest in real property conveyed by that certain Grant Deed dated as of \_\_\_\_\_, 2020, from **Grover Family Properties LP ("GRANTOR")** to the **County of Stanislaus ("GRANTEE")**, is hereby accepted by the undersigned on behalf of \_\_\_\_\_ pursuant to authority conferred by that certain \_\_\_\_\_ Resolution dated \_\_\_\_\_, and the GRANTEE consents to recordation thereof by its duly authorized officer.

Dated as of: \_\_\_\_\_, 2020

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of Signatory**  
**Title of Signatory**



**EXHIBIT "D"**

**Tenant Estoppel**

Project: County of Stanislaus Salida Storm Drain Project  
Subject Address: \_\_\_\_\_  
Property Owner: Grover Family Properties LP  
Tenant: \_\_\_\_\_

☐ Check the box if there are no existing tenants or leases in place.

The undersigned certifies that:

1. The present tenant is \_\_\_\_\_ with a mailing address: \_\_\_\_\_  
\_\_\_\_\_
2. The premises are leased under a lease dated \_\_\_\_\_.  
☐ **A copy of the lease including any amendments and options ("the Lease") is attached.**  
☐ **There is no written lease (or is month to month)**
3. Rent of \$\_\_\_\_\_ per month has been paid through \_\_\_\_\_.
4. Landlord is holding a Security Deposit in the amount of \$\_\_\_\_\_.  
Original Deposit has been reduced or utilized in the amount of \$\_\_\_\_\_, for \_\_\_\_\_  
\_\_\_\_\_
5. The Premises has not been sublet or assigned.  
☐ Yes, I Agree  
☐ No; I have attached a copy of any assignment or sublease.
6. This tenant has been an occupant of this property since \_\_\_\_\_.
7. Rent is due on the \_\_\_\_\_ of each month.
8. I have no claims or offsets against the tenant under the lease, and neither the landlord nor the tenant are in default under the lease. \_\_\_\_\_

Under penalty of perjury, I certify that the above information is correct.

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

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

DO NOT CHANGE  
DO NOT CHANGE  
DO NOT CHANGE

DO NOT CHANGE  
DO NOT CHANGE  
DO NOT CHANGE

DO NOT CHANGE  
ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11

DO NOT CHANGE  
DO NOT CHANGE

Totals:	231,000	231,000
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Explanation:	This Budget Adjustment is for the purchase of Land (APN 003-014-008 and 003-014-009) for the Hammett/SR99 improvements. I increase Project Transfers out from Kaiser Voluntary Funds (Road Infrastructure) (fund 1104) and Project Transfers In to Road Projects (Fund 1102). I increase appropriations for Fixed Assets - Land and decrease appropriations for Other Charges in Roads and Bridges budget unit.
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Requesting Department		CEO	Data Entry	Auditors Office Only	
Tracie Madison		Patrick Cavanah		Christopher L Barnes	
Prepared by		Approved By	Keyed by	Prepared By	Approved By
10/12/2021		10/25/2021			10/22/2021
Date		Date	Date	Date	Date