

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT made and entered into on _____ by and between THE CITY OF STOCKTON, a municipal corporation in the County of San Joaquin, State of California, ("Buyer") and William S. Long and Irene L. Long, as Trustees of The Long Family 1999 Revocable Trust dated March 11, 1999; and Henry C. Long and Angelina A. Long, as Trustees of The Long Family 1999 Revocable Trust dated March 17, 1999 ("Seller").

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Seller agrees to grant to Buyer, and Buyer agrees to purchase from Seller, easement interests in that certain real property located 817 West Yettner Road, French Camp, CA, APN #193-050-06 ("Property"), and described in Exhibit "A" attached hereto and incorporated by this reference, upon the terms and condition herein set forth.

2. The total purchase price for the easement interest shall be the sum of ONE HUNDRED FIFTY-FIVETHOUSAND DOLLARS (\$155,000.00). The purchase price is based upon an appraisal of the fair market value of the Property. The appraisal made no attempt to assign value to any lesser interest in the Property, including any leasehold estate. The purchase price, therefore, is the total price for the Property without distinction or separation for various interests that may be held in the Property. Seller shall be responsible for any apportionment or allocation of the purchase price if required for separately held interests that may exist.

Buyer agrees to provide stubs for future connections to the sanitary sewer pipeline proposed to be constructed within the easement. Two stubs will be provided, one to the north and one to the south, at each of five proposed maintenance holes located at Sta. 2+96.00, Sta. 7+96.00, Sta. 12+96.00, Sta. 17+96.00 and Sta. 22+96.00 as shown on Exhibit "C", improvement plans entitled, "U.S. Department of Veterans Affairs Medical Facility, Off-Site Utilities Improvements, Project No. M20026, Stockton, California" dated July 2020. The stubs will be a maximum of 12 inches in diameter and will extend 3 feet beyond the concrete base of the maintenance hole, where the stub will be sealed with a cap. The stubs will be installed at the invert elevation of the proposed sanitary sewer pipeline and will meet the same material specification as the proposed sanitary sewer pipeline. This agreement provides for stubs to be provided for future extensions of the sanitary sewer only. No stubs are to be provided for future water extensions.

Also included in the purchase price as stated herein is compensation for a temporary construction easement. The undersigned hereby grants to the Buyer, its agents, employees, and contractor's permission to enter upon the property, more particularly set forth in Exhibit "B", attached hereto and incorporated by this reference, for the purpose of constructing the water and sanitary sewer line project and all incidents necessary to accomplish said construction on, in, under, or above the subject property.

Following completion of Buyer's work, Buyer shall restore the area of the Temporary Construction Easement to a condition equivalent to or better than what existed prior to the commencement of Buyer's work.

EXHIBIT 1

3. Except as otherwise expressly provided herein, all costs of title insurance and documentary transfer taxes, if any, shall be paid by Buyer.

4. Title to the fee interest in the Property shall be delivered free and clear of all liens, encumbrances, conditions, restrictions, easements, right of possession, and leasehold interests excepting only such matters of title specifically waived in writing by the Buyer. Seller shall provide buyer with a Release of Lien from each holder of a mortgage and/or deed of trust that is a lien against the Property. The balance of the unpaid principal and interest due on any note or notes secured by mortgages, deeds of trust, or other lien on the subject property, up to and including the amount to be paid to Seller under the terms of this Agreement, shall be deducted from the purchase price and paid to the persons or entities entitled thereto, if they so require. Those matters of title specifically waived by the Buyer are as follows:

a. Current property taxes, including general and special taxes and assessments collected therewith, which shall be allocated pursuant to applicable sections of the Revenue and Taxation Code;

b. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California;

c. Such other matters affecting title to, or use of, the Property which are approved in writing by Buyer.

5. Taxes, assessments, penalties, interest charges, delinquency charges, and municipal service charges of every kind of levied upon or assessed against the Property, except as otherwise expressly set forth herein or arising from the subject easement interest being acquired, shall be paid by Seller.

6. For the purpose of conveying the herein described easement to Buyer, Seller shall execute, acknowledge and deliver an easement deed, for recordation with the San Joaquin County Recorder, to be used in accordance with this Agreement.

7. Seller hereby grants to Buyer, its employees, agents, and contractors the right to enter upon the Property prior to the close of escrow for the purpose of constructing the water and sanitary sewer line project and accomplishing all incidents hereto. It is understood that this permission is not a waiver in any way of the right of compensation for the easement interest that is the subject of this agreement or of any remedy authorized by law to secure payment thereof, or a waiver of any right to seek just compensation for the property rights to be granted. The right of the Buyer to enter said property shall commence upon the effective date of this agreement and shall remain in effect until it is terminated by mutual agreement or until the waterline improvements have been completed in the vicinity of the Seller's property. Buyer shall indemnify and hold Seller harmless from any liability resulting from the use and occupancy of said property under this provision. Seller agrees to notify its tenants, if any, of Buyer's right to enter the Property.

8. Seller hereby represents and warrants, that, to the best of Seller's knowledge, during the period of Seller's ownership of the Property, there have been no known existence, disposals, storage, releases or threatened releases of hazardous substances or hazardous materials on, from or under the Property. Seller further represents and warrants that Seller has no knowledge of any existence, storage, disposal, release, or threatened release of hazardous substances or hazardous materials, on, from, or under the Property that may have occurred prior to Seller taking title to the Property.

The acquisition price of the Property being acquired in this transaction reflects a negotiated price for the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of hazardous substances or materials which require mitigation under federal or state law, Buyer may elect to recover its cleanup costs from those who caused or contributed to the contamination. If Buyer should discover any hydrocarbonous substances or any hazardous substances or materials (as determined under federal, state or local law then in effect), asbestos or asbestos-bearing materials or other environmental condition subject to legal requirements for investigation, corrective or remedial action, Buyer shall immediately notify Seller in writing of the same, and if such discovery is made after the close of escrow, Buyer shall cause the condition to be corrected or remedied in accordance with applicable law.

Seller hereby agrees to defend, indemnify and hold Buyer harmless from any and all past, present, and future claims, liabilities, obligations, or causes of action from any person or source arising out of or connected with Seller's disposal, storage, or release, and/or Seller's knowledge of present or past disposal, storage, or release, or existence of hazardous substances or hazardous materials, in, on, or under the Property which is the subject of this Agreement, including any costs of corrective or remedial work occasioned by the discovery of hazardous substances or hazardous materials after the close of escrow.

Hazardous substances or materials are defined as any substance (i) the presence of which requires investigation or remediation under any federal, state or local law, rule, regulation or policy; or (ii) which is defined as "hazardous waste," "hazardous substance," "hazardous material" or "toxic substance or material" under any federal, state or local law, rule, regulation or policy, including any environmental laws.

The representations and promises made in this paragraph are intended to, and shall survive the execution, delivery and recordation of the deed referenced in paragraph number 6.

9. Buyer warrants to Seller that Buyer has not used the services of a real estate broker. Seller shall be responsible at Seller's sole expense for real estate brokerage fees or commissions, if any.

10. Seller and Buyer shall, upon request by the other, execute, acknowledge and deliver such documents or take such action as may be necessary or convenient to carry out the spirit and intent of this Agreement.

11. Time is of the essence of this Agreement.

12. In the event that Seller is unable to convey to Buyer the Property as herein provided prior to November 17, 2020, then Buyer, at its option, may terminate and cancel this Agreement and, in such event, Buyer shall in no manner be further obligated by the terms of this Agreement.

13. If suit should be brought for any sum due or the enforcement or declaration of any right or obligation hereunder, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

14. Any notice which either party may or is required to give shall be in writing and given by personal delivery or mailing same by certified mail, return receipt requested, postage prepaid, to the other party at the address shown below or at such other place as may be designated by the parties from time to time, and any notice so mailed shall be deemed received on the third day after mailing.

Buyer's address: City of Stockton
425 N. El Dorado Street
Stockton, CA 95202
Attn: City Manager

Seller's address: William S. Long and Irene L. Long, as Trustees
c/o The Long Family 1999 Trust dated 3/11/1999
Henry C. Long and Angelina A. Long, as Trustees
c/o The Long Family 1999 Trust dated 3/17/1999
817 Yettner Road
French Camp, CA 95231

15. This Agreement is subject to final approval of the City Council of the City of Stockton.

16. The Seller represents, warrants and covenants to Buyer as of the date of this Agreement and as of the date of the recording of the easement deed transferring the Property to the Buyer (the "Closing"), as follows:

a. Condemnation. Seller is aware that the City of Stockton is a public agency with the power of eminent domain. To the best of the Seller's knowledge, other than the City of Stockton's power to consider eminent domain for acquisition of the Property, there are no pending or threatened condemnation or similar proceedings affecting the Property, or any portion thereof, nor does the Seller have any knowledge that any such action is contemplated.

b. No Proceedings. To the best of the Seller's knowledge, there are no legal actions, suits, or other legal or administrative proceedings, including condemnation cases, pending or threatened against or affecting the Property, except for notices and actions taken by the City of Stockton. The Seller has not received and is not aware of any notice from any public agency or entity with respect to any current or future proceeding against or basis for any future proceeding against or affecting the Property or any part of the Property, or concerning any existing or potential, past, present or future hazardous materials at the Property.

The Seller represents and warrants that as of the date of this Agreement and as of the Closing, the Property is not in violation of any law, ordinance or regulation of any governmental authority relating to the environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions.

c. Clear Title. The Seller is the owner of the Property and has marketable and insurable fee simple title to the Property free of restrictions, leases, liens and other encumbrances, except for the exceptions permitted pursuant to paragraph 1, above. During the term of this Agreement, the Seller shall not convey or accept any offer to convey the Property or any portion of the Property nor shall the Seller encumber or permit encumbrance of the Property in any way nor grant any property, contract or occupancy right relating to the Property or any portion thereof without the prior written consent of Buyer, which may be withheld in Buyer's sole and absolute discretion.

d. Contracts. Seller hereby covenants, represents, and warrants that at the Closing, there will be no contracts, licenses, commitments, or undertakings concerning maintenance, operation, or repair of the Property or equipment on the Property, or the performance of services on the Property, including payment for such services performed prior to Closing, or the use of the Property or any part of it, by which Buyer would become obligated or liable to any person. If any person or entity makes a lawful claim for payment for services performed prior to Closing, the Seller will be obligated to pay or cause to be paid such claim prior to Closing, subject to Seller's right to contest the validity of such claim. If any such claim is made after the Closing, the Seller shall indemnify, defend, and hold Buyer harmless from any and all claims, demand, or liability. This duty of defense and indemnification shall survive the Closing.

e. No Default. The Seller hereby covenants, represents, and warrants that, to the best of its knowledge and belief, it has received no notice of any default under any contract, transaction, agreement, encumbrance, or instrument pertaining to the Property, which has remained uncured as of the date of this Agreement. The obligation to notify Buyer of notices of default shall extend to the Closing.

17. Page numbering references in this agreement do not apply to exhibits or other attachments. Diagrams, maps and/or drawings attached to this agreement, if any, are provided for illustrative purposes only. In the event of conflict with a written description, the written description shall control.

18. This Agreement shall bind and inure to the benefit of the parties and their respective successors, heirs, executors, administrators and assigns.

19. This agreement represents the entire and integrated agreement between Seller and Buyer and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by Seller and Buyer.

20. The undersigned represent and warrant they are duly authorized to execute the Agreement and to bind the parties.

DATED:_____

"SELLER "

The Long Family 1999 Revocable Trust
Dated March 11, 1999

WILLIAM S. LONG, AS TRUSTEE

IRENE L. LONG, AS TRUSTEE

The Long Family 1999 Revocable Trust
Dated March 17, 1999

HENRY C. LONG, AS TRUSTEE

ANGELINA A. LONG, AS TRUSTEE

ATTEST:

By:_____
ELIZA R. GARZA, CMC
CITY CLERK OF THE CITY
OF STOCKTON

"BUYER"

CITY OF STOCKTON, a municipal
corporation in the County of San Joaquin,
State of California

HARRY BLACK
CITY MANAGER

APPROVED AS TO FORM AND CONTENT:
JOHN M. LUEBBERKE

By:_____
CITY ATTORNEY
CITY OF STOCKTON

EXHIBIT A

September 3, 2019

DESCRIPTION

Sewer Line and Water Line Easement
 Assessor Parcel No. 193-050-060-000

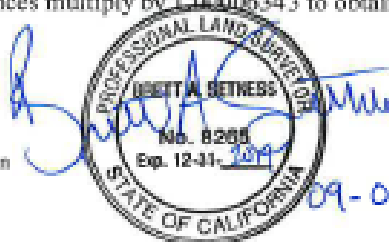
That certain real property situate in the City of Stockton, County of San Joaquin, State of California, being a portion of Section "D" of the C.M. Weber Grant, "El Rancho del Campo de los Franceses", and also being a portion of that certain "Charles C. Long, Henry C. Long and William Stanley Long, see OR-1384-247" parcel shown in Book 20 of Surveys, at Page 96, filed June 26, 1970, San Joaquin County Records; and also being a portion of that certain Gift Deed recorded as Instrument Number 85019368 recorded March 22, 1985, San Joaquin County Records, more particularly described as follows:

COMMENCING at the City of Stockton Control Point No. 316, a brass disk in a monument box stamped "10S-12" at the intersection of Wolfe Road and French Camp Road, as referenced in Book 35 of Surveys, at Page 5, filed for record on December 3, 2001, San Joaquin County Records, which bears South 09°19'46" West 13943.95 feet from City of Stockton Control Point No. 340, being a 5/8" aluminum rod driven to refusal with 2 1/2" diameter aluminum cap stamped "CORP L.S. 4334," set in an aluminum monument box with screw locking cover in the COS corporation yard, 1465 S. Lincoln Street. The point is located 30 feet south of approximate center of the truck wash structure, said Point No. 340 also shown on said Record of Survey filed for record in Book 35 of Surveys, at Page 5; thence South 63° 30' 02" East 2429.09 feet to a point on the east line of said "Charles C. Long, Henry C. Long and William Stanley Long, see OR-1384-247" parcel, said point also being on the west line of the "Road" between Lots 31 and 30 of McDougald Villa Tract, as shown in Book 2 of Maps, at page 17 filed February 24, 1892, San Joaquin County Records, said point also being on the east line of said Instrument Number 85019368, said point also being the **TRUE POINT OF BEGINNING** of herein described sewer line and water line easement; thence westerly along the north line of herein described sewer line and water line easement, North 89° 15' 59" West 2116.20 feet, more or less, to the east right of way line of the 60' wide Wolfe Road as shown on said Book 20 of Surveys, at Page 96; thence south, South 01° 27' 59" East 30.02 feet, along the said east right of way line of the 60' wide Wolfe Road to the southwesterly corner of herein described sewer line and water line easement; thence east, leaving said east right of way of Wolfe Road, South 89° 15' 59" East 2115.05 feet, along the south line of herein described sewer line and water line easement to the said east line of Instrument Number 85019368; thence northerly along the said east line of Instrument Number 85019368, North 00° 44' 01" East 30.00 feet, to the **TRUE POINT OF BEGINNING** of herein described sewer line and water line easement; containing 1.46 acres, more or less.

SUBJECT TO special assessments, if any, restrictions, reservations and easements of record.

The bearings and distances shown hereon are based on the North American Datum of 1983 (NAD83) converted to the California Coordinate System, (CCS83) Zone 3, 1991.35 Epoch shown on said Record of Survey recorded in Book 35 of Surveys, at Page 5. All distances given are grid distances to obtain ground distances multiply by 1.00006343 to obtain ground distances.

End of Description.



September 3, 2019

DESCRIPTION

Sewer Line and Water Line Temporary Construction Easements (TCE)
Assessor Parcel No. 193-050-060-000

That certain real property situate in the City of Stockton, County of San Joaquin, State of California, being a portion of Section "D" of the C.M. Weber Grant, "El Rancho del Campo de los Franceses", and also being a portion of that certain "Charles C. Long, Henry C. Long and William Stanley Long, see OR-1384-247" parcel shown in Book 20 of Surveys, at Page 96, filed June 26, 1970, San Joaquin County Records; and also being a portion of that certain Gift Deed recorded as Instrument Number 85019368 recorded March 22, 1985, San Joaquin County Records, more particularly described as follows:

NORTH TEMPORARY CONSTRUCTION EASEMENT:

COMMENCING at the City of Stockton Control Point No. 316, a brass disk in a monument box stamped "10S-12" at the intersection of Wolfe Road and French Camp Road, as referenced in Book 35 of Surveys, at Page 5, filed for record on December 3, 2001, San Joaquin County Records, which bears South 09°19'46" West 13943.95 feet from City of Stockton Control Point No. 340, being a 5/8" aluminum rod driven to refusal with 2 1/2" diameter aluminum cap stamped "CORP L.S. 4334," set in an aluminum monument box with screw locking cover in the COS corporation yard, 1465 S. Lincoln Street. The point is located 30 feet south of approximate center of the truck wash structure, said Point No. 340 also shown on said Record of Survey filed for record in Book 35 of Surveys, at Page 5; thence South 63° 30' 02" East 2429.09 feet to a point on the east line of said "Charles C. Long, Henry C. Long and William Stanley Long, see OR-1384-247" parcel, said point also being on the west line of the "Road" between Lots 31 and 30 of McDougald Villa Tract, as shown in Book 2 of Maps, at page 17 filed February 24, 1892, San Joaquin County Records, said point also being on the east line of said Instrument Number 85019368, said point herein designated as "Point A", said point also being the **TRUE POINT OF BEGINNING** of herein described north temporary construction easement; thence westerly along the south line of herein described north temporary construction easement, North 89° 15' 59" West 2116.20 feet, more or less, to the east right of way line of the 60' wide Wolfe Road as shown on said Book 20 of Surveys, at Page 96; thence north, North 01° 27' 59" West 12.51 feet, along the said east right of way line of the 60' wide Wolfe Road to the northwesterly corner of herein described north temporary construction easement; thence east, leaving said east right of way of Wolfe Road, South 89° 15' 59" East 2116.68 feet, along the north line of herein described north temporary construction easement to the said east line of Instrument Number 85019368; thence southerly along the said east line of Instrument Number 85019368, South 00° 44' 01" West 12.50 feet, to the **TRUE POINT OF BEGINNING** of herein described north temporary construction easement; containing 0.61 acres, more or less.

September 3, 2019

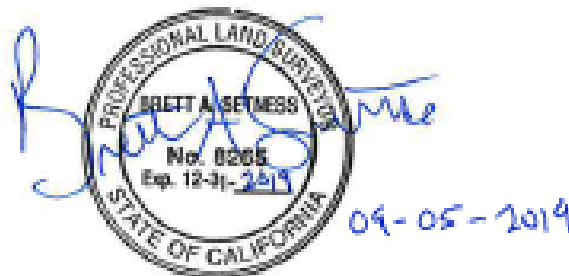
SOUTH TEMPORARY CONSTRUCTION EASEMENT:

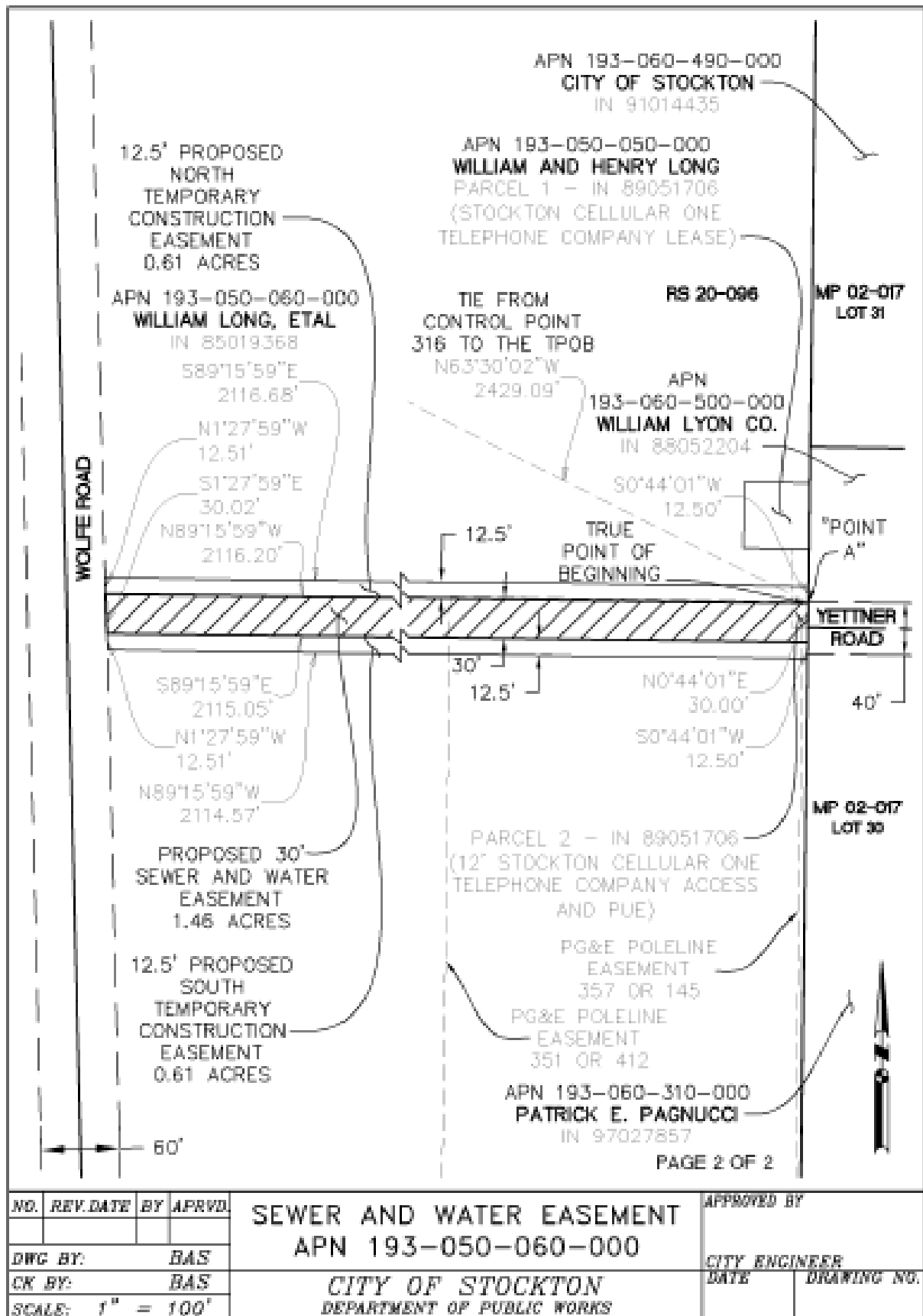
COMMENCING at the herein described "Point A"; being a point on the east line of said "Charles C. Long, Henry C. Long and William Stanley Long, see OR-1384-247" parcel, said point also being on the west line of the "Road" between Lots 31 and 30 of McDougald Villa Tract, as shown in Book 2 of Maps, at page 17 filed February 24, 1892, San Joaquin County Records, said point also being on the east line of said Instrument Number 85019368; thence south along the said east line of Instrument Number 85019368, South $00^{\circ} 44' 01''$ West 30.00 feet, to the northeast corner of herein described south temporary construction easement, said point also being the **TRUE POINT OF BEGINNING** of herein described south temporary construction easement; thence continuing south, along the said east line of Instrument Number 85019368, South $00^{\circ} 44' 01''$ West 12.50 feet to the southeast corner of herein described south temporary construction easement; thence west, along the south line of herein described south temporary construction easement, North $89^{\circ} 15' 59''$ West 2114.57 feet, more or less, to the east right of way line of the 60' wide Wolfe Road as shown on said Book 20 of Surveys, at Page 96; thence north, North $01^{\circ} 27' 59''$ West 12.51 feet, along the said east right of way line of the 60' wide Wolfe Road to the northwesterly corner of herein described south temporary construction easement; thence east, leaving said east right of way of Wolfe Road, South $89^{\circ} 15' 59''$ East 2115.05 feet, along the north line of herein described south temporary construction easement to the said east line of Instrument Number 85019368; said point also being the **TRUE POINT OF BEGINNING** of herein described south temporary construction easement; containing 0.61 acres, more or less.

SUBJECT TO special assessments, if any, restrictions, reservations and easements of record.

The bearings and distances shown hereon are based on the North American Datum of 1983 (NAD83) converted to the California Coordinate System, (CCS83) Zone 3, 1991.35 Epoch shown on said Record of Survey recorded in Book 35 of Surveys, at Page 5. All distances given are grid distances to obtain ground distances multiply by 1.00006343 to obtain ground distances.

End of Description.





193-050-06