

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND
JOINT ESCROW INSTRUCTIONS

This Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (the “Agreement”) is made between the Carmel Unified School CUSD, a public school district of the State of California (“CUSD”) and the County of Monterey, a political subdivision of the State of California (“County”). CUSD and County are collectively referred to as the “Parties.”

RECITALS

WHEREAS, CUSD is the sole owner of certain real property and improvements commonly referred to as the “Robinson Barn Property,” and the “Carmelo Athletic and Social Club”, further described below as the “Property”;

WHEREAS, on March 8, 2023, the Board of Education (“Board”) of the CUSD adopted Resolution No. 23-03, which declared the Property as surplus to the CUSD’s educational needs and directed CUSD staff to provide the statutory priority notices of the property’s availability for purchase or lease to public entities as set forth in Education Code sections 17464, 17465, and 17485 et seq, other applicable required notices including Government Code section 65402;

WHEREAS, in response to the CUSD’s priority notice to County, dated March 17, 2023, the County sent a letter of intent to purchase the Property on October 12, 2023, and the Parties reached a non-binding agreement on November 2, 2023, as to the price and terms and conditions of the purchase and sale of the Property, subject to the contingencies set forth herein;

WHEREAS, Section 35162 of the Education Code authorizes the CUSD’s governing board to hold and convey property for the use and benefit of the CUSD; and

WHEREAS, CUSD desires to sell the Property on and subject to the terms and conditions contained in this Agreement and County desires to acquire the Property and hold it for the use and benefit of the County.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, CUSD and County agree as follows:

1. PURCHASE AND SALE; CONDITION OF PROPERTY
 - (a) CUSD agrees to sell to County, and County agrees to purchase from CUSD, pursuant to the terms and conditions set forth in this Agreement, the certain real property and improvements (Accessor’s Parcel Number 169-131-005), approximately 1,800 square feet of land, located at 27885 Robinson Canyon

Road in Carmel Valley, County of Monterey, State of California, and which is further described in **Exhibit A** (hereinafter referred to as the “Property”). The Property contains an approximate 1,187 square foot structure, commonly referred to as the Carmelo Athletic and Social Club Building (“Building”) appurtenant to the land.

- (b) **CONDITION OF PROPERTY.** THE PARTIES ACKNOWLEDGE AND AGREE THAT CUSD IS SELLING AND COUNTY IS PURCHASING THE PROPERTY IN ITS “AS IS”, “WHERE IS”, AND “WITH ALL FAULTS” CONDITION. The Property shall be sold by CUSD to County subject to all existing reservations, easements, and rights of ways, with the CUSD’s sole right to not extinguish any exceptions to title currently on record. County acknowledges that prior to the expiration of the Assessment Period (as defined below), County shall have had the opportunity to investigate all economic, engineering, environmental, legal and physical aspects of the Property and to make all inspections and investigations of the Property which County deems necessary or desirable to protect its interests in acquiring the Property.
- (c) When this Agreement is fully executed by the Parties (“Effective Date”), the purchase and sale of the Property shall be completed through escrow opened with Chicago Title, at 50 Winham Street, Salinas, California, 93901 (hereinafter “Escrow Holder”), under escrow file number FWMN-5212301296, on terms stated herein.

2. PURCHASE PRICE

The purchase price for the Property is One Hundred Thousand Dollars and Zero Cents (\$100,000.00).

3. ASSESSMENT PERIOD

County, at County’s sole cost and expense, shall have a forty-five (45) day period to perform County’s due diligence and assessment of the Property (the “Assessment Period”). The Assessment Period shall commence from the latter of 1) the Effective Date or 2) Buyer’s receipt of all Due Diligence Documents from CUSD. County reserves the right to terminate the Purchase Agreement with written notice to Escrow Holder and CUSD for any reason during the Assessment Period. The Assessment Period is for County to perform all reasonably prudent inspections and investigations, and to approve or disapprove the condition of the Property, including but not limited to the following items:

- (a) Physical Inspection: County and County’s representatives shall be granted access to the Property to perform physical inspections of the Property and all improvements thereon upon written notice to CUSD at least twenty-four (24) hours before entry onto the Property. County and County’s authorized representatives shall have the right to enter upon and inspect and make

reasonable tests upon the Property at reasonable times and upon notice to CUSD, and County shall indemnify and hold CUSD harmless from any damage or injury to persons or property by reason of the entry upon the Property by County and its authorized representatives. County shall order and pay all costs with respect to such inspections. If CUSD does not have a land title survey, County shall have the option to obtain a survey at County's cost which may, at County's election, be made in accordance with CLTA/ALTA/ASCM standards.

- (b) Inspection of Due Diligence Documents: County's inspection and approval of all documents in CUSD's possession or under CUSD's control, if any, including but not limited to: all surveys, soils tests, engineering studies, as-built drawings, leases and/or tenant agreements, rent roll, any service or maintenance contracts, and any amendments thereto (the "Due Diligence Documents").
- (c) Cost Estimates: County's review and approval of cost estimates related to the Property, including but not limited to: relocation, renovation, demolition, and maintenance of the Building; general maintenance and upkeep costs related to the Property.
- (d) Title Approval: County's review and approval of the Preliminary Title Report from Escrow Company. County reserves the right to notify CUSD, in writing, of County's disapproval of any exception shown in the Title Report or legal description..

4. CONTINGENCY PERIOD

County, at County's sole cost and expense, shall have a forty-five (45) day period, commencing the day following the expiration of the Assessment Period, to perform additional County's due diligence (the "Contingency Period). County reserves the right to terminate the Purchase Agreement should the condition below not be met during the Contingency Period:

- (a) Plans for Relocation, Renovation, and Caretaking of the Building : Execution of a letter of intent between County and a partnering third-party agency, organization, or company to manage and fund the relocation, renovation, and caretaking of the Building . CUSD shall not be responsible for relocation, renovation, or caretaking of the Building including any associated costs or expenses, permits, authorizations, or compliance with the California Environmental Quality Act (CEQA) or other applicable law.

5. JOINT INSTRUCTIONS FOR CLOSE OF ESCROW

- (a) Close of Escrow. Close of Escrow shall occur within thirty (30) days following the expiration of the Contingency Period ("Close of Escrow"), or

as revised in writing by the Parties, or as requested in writing by the Escrow Holder.

- (b) At least three (3) days prior to Close of Escrow, CUSD and County shall deposit the following with Escrow Holder:
 - i. CUSD shall deposit a Grant Deed duly executed by CUSD in the form attached hereto as **Exhibit B** to convey the Property to County.
 - ii. County shall deposit the balance of the Purchase Price for the Property, together with funds to pay the closing costs, all escrow fees, fees for recordation of the Grant Deed, title insurance, documentary transfer tax and all real property taxes and assessments due as of the Close of Escrow, as applicable.
- (c) As a condition to the Close of Escrow, the Grant Deed shall be recorded by the title company in the Monterey County Recorder's Office. County shall not be deemed to have accepted delivery of the Grant Deed until such time as the Grant Deed is recorded in the Official Records of the County of Monterey, California. On Close of Escrow, title shall vest in the County of Monterey, a political subdivision of the State of California.
- (d) CUSD shall by grant deed convey to County the Property in fee simple.
- (e) CUSD hereby authorizes County to take possession of the Property upon Close of Escrow.
- (f) The title company shall issue to County a standard CLTA form policy of title insurance for the Property showing title vested in the County of Monterey.

6. CUSD'S REPRESENTATIONS AND WARRANTIES

CUSD represents and warrants to County that as of the Effective Date of this Agreement and at Close of Escrow the following conditions apply:

CUSD has the full right, power and authority to enter into this Agreement and to perform the transactions contained in it. CUSD warrants that it is a school district organized and existing under the laws of the State of California.

- (a) CUSD has and shall have at Close of Escrow fee simple title to the Property.
- (b) CUSD warrants that CUSD is the sole owner of the Property.

- (c) To the best of the CUSD’s knowledge, there are no oral or written leases or rental agreements affecting any portion of the Property. As a covenant that will survive Close of Escrow, CUSD agrees that it shall take steps to evict or otherwise remove any tenants currently occupying the Property prior to Close of Escrow. County shall not become obligated or liable to anyone for the use of the Property.
- (d) To the best of CUSD’s knowledge, there is no pending litigation involving the Property.
- (e) CUSD makes no warranties, representations, or guarantees of any kinds with regard to any information it has provided or does provide to County regarding the Property.

7. TERMINATION

In the event of a material default by either party, this Agreement shall not be terminated automatically, but only upon delivery to Escrow Holder and the defaulting party a written notice of termination from the non-defaulting party.

8. NOTICES

All notices and demands shall be given in writing either by personal service, overnight delivery or by United States mail, registered or certified mail, postage prepaid, and return receipt requested. Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective five (5) days after deposit in the United States mail. Notices shall be addressed as shown below for each party, except that if any party gives notice of a change of name and address, notices to that party shall thereafter be given as shown in that notice.

<p>To CUSD: Carmel Unified School District c/o Chief Business Official 4380 Carmel Valley Road Carmel, California 93923</p>	<p>To County: County of Monterey c/o Real Property Specialist 1441 Schilling Place, South Bldg.,2nd Floor Salinas, California 93901</p>
<p>With a copy to: Jessika K. Johnson, Esq. DANNIS WOLIVER KELLEY 200 California Street, Suite 400 San Francisco, CA 94111</p>	

9. **BINDING ON SUCCESSORS.** This Agreement shall be binding on the Parties, their heirs, personal representatives, assigns and other successors in interest.
10. **ADDITIONAL DOCUMENTS.** The Parties agree to execute any additional documents reasonable and necessary to carry out the provisions of the Agreement.
11. **SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect without being impaired.
12. **CAPTIONS.** The captions heading the various paragraphs of this Agreement are for convenience and shall not be considered to limit, expand or define the contents of the respective paragraphs.
13. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
14. **ENTIRE AGREEMENT.** This Agreement embodies the entire agreement and understanding between the Parties relating to the subject matter hereof and may not be amended, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought. This Agreement supersedes all prior discussions, negotiations, agreements and memoranda whether oral or written.
15. **AUTHORITY AND EXECUTION.** This Agreement is valid only upon the approval of each party's Governing Board and thereafter, when executed by both Parties. This Agreement constitutes the complete understanding and mutual agreement of the Parties hereto and no oral representation in any manner vary the terms hereof or be binding. The individuals executing this Agreement and any other related written documentation certify that they have authority to bind their respective entities.
16. **AGENCY.** CUSD and County are representing themselves individually throughout the transaction. CUSD and County have had the opportunity to consult with their respective legal/agency or outside counsel regarding this transaction and throughout the during of these real property negotiations.
17. **CONFIDENTIALITY.** CUSD and County agree to keep all oral and written communications regarding County's prospective interest in the Property strictly confidential. CUSD shall only contact those individuals necessary to respond to this Agreement and shall in no way announce any interest by County to any other individuals without first obtaining prior written approval from County. County agrees to abide by the same terms of the CUSD.
18. **COUNTERPARTS.** This Agreement may be executed in counterparts, which shall be considered an original and which together shall constitute one document.

19. CONSENT TO USE ELECTRONIC SIGNATURES. The Parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the Parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E-Mail, or Facsimile.

[SIGNATURE PAGE FOLLOWS]

DRAFT

The Parties have executed this Agreement as shown below:

Carmel Unified School District "CUSD": County of Monterey, a political subdivision of the state of California "COUNTY":

By: _____

By: _____

Name: _____

Name: Randell Ishii, MS, PE, TE, PTOE

Title: _____

Title: Director of Public Works, Facilities, and Parks

Date: _____

Date: _____

By: _____

Approved as to Form:

Name: _____

Office of the County Counsel

Title: _____

Susan K. Blich

Acting County Counsel

Date: _____

By: _____

Name: Mary Grace Perry

Title: Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions:

Rupa Shah, Auditor-Controller

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

That certain parcel lot, piece or parcel of land situate, lying and being in Carmel Valley, County and State of Monterey, and bounded and particularly described as follows: Commencing at an oak tree on the N.E. corner of the Berwick farm and running Westerly 30 feet; thence Southerly 60 feet; thence Easterly 30 feet; thence Northerly 60 feet to the place of beginning; Together with all and singular the tenements, detainments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

APN 169-131-005
27885 Robinson Canyon Rd. Carmel

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EXHIBIT B

QUITCLAIM DEED

**Recording Requested by and
When Recorded, Return to**
County of Monterey
Attn: Real Property Specialist
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

No Documentary Transfer Tax Required -
Recorder's use
Granting and Acquiring Agencies are Government
Agencies (Revenue & Taxation Code § 11922)
No Fee – Government Code § 27383

Space above this line for

GRANT DEED

The **Carmel Unified School District**, (hereinafter referred to as "**Grantor**"), does hereby remise, release and forever quitclaim "as is" to the **County of Monterey**, a political subdivision of the State of California, (hereinafter referred to as "**Grantee**"), all its rights, title and interest in the real property (hereinafter referred to as the "**Property**" or collectively "**Properties**") situated in the unincorporated area of the County of Monterey, State of California, described as follows:

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

TOGETHER with the tenements, hereditaments, appurtenances thereunto belonging or appertaining, and the revision and revisions, remaining and remainder, rents, issues, and profits thereof.

TOGETHER with all of Grantor's interest in and to oil, gas, geothermal, water and mineral rights, wells, riparian water rights appurtenant to said real property described on Exhibit "A" attached hereto, and all of Grantor's interest in any streets, alleys, public ways or railroad rights of way, and to any land lying in any body of water, waterway or public street, public road or public avenue in front of, adjacent to, or adjoining the land.

TO HAVE AND TO HOLD the said premises, together with the appurtenance, unto Grantee, and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be executed as of the date opposite the signature below.

GRANTOR
Carmel Unified School District

Dated: _____

Name:
Title:

Approved as to Form:

Name:
Title:
Dated: _____

DRAFT

ACKNOWLEDGEMENT

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)
) SS.
COUNTY OF MONTEREY)

On _____ before me, _____,
a Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____, 2024, from the Carmel Unified School District to the County of Monterey, a political subdivision of the State of California, is hereby accepted, and consents to recordation thereof by its duly authorized officer.

GRANTEE
County of Monterey

Dated: _____

_____ and Parks

Randell Ishii, Director of Public Works, Facilities,

APPROVED AS TO FORM:
Office of the County Counsel
Leslie J, Girard, County Counsel

By: _____

Name: Mary Grace Perry

Title: Deputy County Counsel

Date: _____

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a Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

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Commencing at an oak tree on the N.E. corner of the Berwick farm and running Westerly 30 feet; thence Southerly 60 feet; thence Easterly 30 feet; thence Northerly 60 feet to the place of beginning; Together with all and singular the tenements, detaiments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

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