

# Attachment C

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**OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY**

BUYER: \_\_\_\_\_(Buyer)

SELLER: County of Monterey (Seller)

In consideration of Seller’s proposal to sell the real property described as

\_\_\_\_\_  
\_\_\_\_\_

and further described in *Exhibit A-Hatton Fields Lane* \_\_\_\_\_, attached and incorporated by this reference (hereafter “Property”), Buyer agrees to purchase the Property for the sum of \$\_\_\_\_\_ **per square foot** upon the terms and conditions stated herein.

Buyer herewith gives Seller a good faith deposit, hereinafter referred to as the “Bid Deposit,” in the amount of **Five Hundred Dollars** (\$500).

**1. TERM OF OFFER**

This Offer and Agreement to Purchase Real Property (“Purchase Agreement”) will remain open and will not be revoked by Buyer for the period commencing with delivery of Bid Deposit to Seller and ending on the earlier of:

- A. Thirty (30) days thereafter; or
- B. Receipt of written notice from Seller that the offer has been accepted or rejected.

Within thirty (30) days after Buyer has paid the Bid Deposit, Seller shall consider this purchase agreement offer and accept or reject it. Seller’s failure to consider the offer and accept or reject it within the thirty (30) day period shall neither subject Seller to any liability, nor constitute an acceptance of the offer.

Seller may accept this offer after expiration of such thirty- (30-) day period, subject to Buyer’s right to withdraw the offer as set forth in Clause 2 (Rejection or Withdrawal of Offer).

Buyer acknowledges that no rights or interest in the Property are created by submission of this offer. This purchase agreement is not binding upon Seller until the offer is accepted in the manner prescribed herein and Buyer complies fully with each and every term and condition contained herein.

**2. REJECTION OR WITHDRAWAL OF OFFER**

Should this offer be rejected, the Bid Deposit paid by Buyer shall be refunded.

Should Seller fail to accept or reject this offer within the thirty- (30-) day period specified in Clause 1 (Term of Offer), Buyer may withdraw the offer by providing written notice to Seller. In such event, the Bid Deposit paid by Buyer shall be refunded, provided Buyer withdraws the offer prior to Seller's acceptance of the offer as set forth in Clause 1 (Term of Offer).

### 3. ESCROW

Escrow is not required on the sale of this land.

### 4. DEPOSIT

The Bid Deposit paid by Buyer shall constitute a portion of the purchase price. The balance of the purchase price shall be paid by Buyer as provided in Clause 7 (Delivery of Documents and Funds).

### 5. BUYER'S COSTS

Buyer shall pay the following costs in connection with the purchase:

- A. All costs associated with the survey and legal lot line descriptions;
- B. Document transfer tax; and
- C. All other closing costs and recording fees applicable to this purchase, including, without limitation, preliminary change of ownership and lot line adjustment fees.

If all conditions of this purchase agreement offer are met by Seller, but Buyer does not complete the purchase, Buyer remains responsible for payment of any fees.

Buyer shall complete a legal lot line adjustment incorporating the remnant lane parcel (Assessor's Parcel Number (APN) \_\_\_\_\_) with Buyer's adjacent parcel (APN \_\_\_\_\_) within forty-five (45) days of execution of this agreement.

### 6. SELLER'S COSTS

All costs shall be borne by Buyer.

### 7. DELIVERY OF DOCUMENTS AND FUNDS

Seller shall deliver to Buyer a sample Quitclaim Deed, in the form attached hereto as *Exhibit B-Sample Quitclaim Deed*, and such other documents required to transfer title to the Property.

The balance of the purchase price shall be paid using the following method:

Full Cash Payment by Cash or Cashier's Check

Buyer is responsible to pay all applicable fees and deliver funds to the Seller. Seller will provide receipt of the recorded Quitclaim Deed once all applicable funds have been delivered to the Seller.

All payments of cash shall be taken to the Public Works, Facilities & Parks Department, Real Property section, during regular business hours to the address below. All documents, cash, or cashier's checks (made payable to the *County of Monterey*) shall: 1) clearly identify the transaction, at minimum, as "*Remnant Lane Sale Payment, APN#, and Buyer's Name*" 2) be delivered or mailed to the following address:

ATTN REAL PROPERTY  
COUNTY OF MONTEREY  
PUBLIC WORKS, FACILITIES & PARKS  
1441 SCHILLING PL S FL2  
SALINAS CA 93901-4527.

#### 8. TITLE

Seller makes no warranties or representations whatsoever with regard to the quality of the title to Property and shall provide no title insurance in this transaction. Buyer shall accept title to Property "**as is**" subject to all matters affecting Property whether recorded or unrecorded. Title to Property shall be conveyed through a Quitclaim Deed.

#### 9. VESTING

Title to Property to be conveyed pursuant to this purchase agreement shall be vested as set forth below by Buyer:

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**(The manner of taking title may have significant legal and tax consequences. This matter should be given serious consideration.)**

#### 10. PRORATIONS

No prorations shall be made in connection with this purchase.

#### 11. TAXES

**Property will be reassessed upon change of ownership. This will affect the amount of property taxes.** After any lot line adjustment, a Supplemental Tax Bill is issued. The Supplemental Tax Bill shall be Buyer's responsibility to pay.

#### 12. POSSESSION

Possession of Property shall be delivered to Buyer after all funds are delivered.

#### 13. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

Buyer acknowledges that Seller has made no representations, warranties, or agreements as to any matters concerning this Property, including, but not limited to: land, topography, climate, air, water, water rights, utilities, present or future zoning, soil, subsoil, hazardous substances, waste or materials, the purpose(s) for which the Property is suited, drainage, access to public roads,

proposed routes or extensions of roads, the availability of government permits, or approvals of any kind.

Buyer represents and warrants to Seller that Buyer and/or Buyer's representatives and employees have made or will make their own independent inspection and investigation of Property.

#### 14. LIQUIDATED DAMAGES

**If Buyer fails to proceed with the purchase herein provided by reason of any default of Buyer, Seller shall be released from Seller's obligation to sell Property to Buyer. By initialing this paragraph, Buyer and Seller agree that, in such event, Seller shall retain as Liquidated Damages Bid Deposit paid by Buyer.**

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

**Failure to initial paragraph above renders this offer nonresponsive, and offer will be returned to Buyer without consideration by Seller.**

#### 15. PERMITS AND LICENSES

Buyer shall be required to obtain any and all permits and/or licenses which may be required in connection with the purchase of Property at Buyer's expense. No permit, approval, or consent given to Buyer by Seller, in its governmental capacity, shall affect or limit Buyer's obligations hereunder. No approvals or consents given by Seller, as a party to this agreement, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, or regulations.

#### 16. ASSIGNMENT

This purchase agreement shall not be sold, assigned, or otherwise transferred by Buyer without the prior written consent of Seller. Failure to obtain Seller's written consent shall render such sale, assignment, or transfer void.

#### 17. SUCCESSORS IN INTEREST

Subject to restrictions in Clause 16 Assignment, this purchase agreement shall inure to the benefit of, and be binding upon, Buyer and Seller, and their respective heirs, successors, and assigns.

#### 18. PARTIAL INVALIDITY

This purchase agreement shall be governed by and construed according to the laws of the State of California. The invalidity of any provision in this purchase agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

#### 19. NOTICES

All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth in this clause, or as the parties may hereafter designate by written

notice, and shall be sent through the United States postal mail, duly registered or certified with postage prepaid. Any such mailing shall be deemed served or delivered 24 hours after mailing. Notwithstanding the above, Seller may also provide notices, documents, correspondence, or such other communications to Buyer by personal delivery or by regular mail and, so given, shall be deemed to have been given upon receipt.

**To Seller**

**To Buyer**

ATTN REAL PROPERTY SECTION  
COUNTY OF MONTEREY  
PUBLIC WORKS FACILITIES & PARKS  
1441 SCHILLING PL S FL2  
SALINAS CA 93901-4527

Copy to:  
ATTN CONTRACTS/PURCHASING OFFICER  
COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION  
1488 SCHILLING PL  
SALINAS CA 93901-4542

20. TIME

Time is of the essence in the performance of Buyer's and Seller's respective obligations contained in this purchase agreement. Failure to comply with any time requirement contained herein shall constitute a material breach of the agreement.

21. AMENDMENT

This purchase agreement contains the sole and only agreement between Buyer and Seller relating to this offer and agreement to purchase the property described herein. All negotiations and agreements between Buyer and Seller are merged into this agreement. Any oral representations or modifications are of no force and effect unless contained in a subsequent instrument made in writing and signed by both Buyer and Seller.

22. ATTACHMENTS

This purchase agreement includes the following, which are attached and made a part hereof:

*Exhibit A-Hatton Fields-Lane* \_\_\_\_\_  
*Exhibit B-Quitclaim Deed*

Buyer hereby submits this offer with full cognizance of the terms and conditions contained herein.

**BUYER**

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

Printed Name: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

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

**APPROVED AS TO FORM**

Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager

By: \_\_\_\_\_

Printed Name: Mary Grace Perry, Deputy County Counsel

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

**SELLER: COUNTY OF MONTEREY**

County Administrative Office  
Contracts/Purchasing Division  
Michael R. Derr, Contracts/Purchasing Manager

By: \_\_\_\_\_

Printed Name: Michael R. Derr, Contracts/Purchasing Officer

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