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Staff Report

Date: October 11, 2016

To: City Council

From: Valerie J. Barone, City Manager

Reviewed by: Victoria Walker, Director of Community and Economic Development

Prepared by: Brian Nunnally, Business Development Manager
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(925) 671-3018

Subject: **Considering adoption of Resolution No. 16-70 approving the disposition of 4,324-square foot portion of City-owned property located at 4050 Port Chicago Highway, Concord, California, APN 100-370-013, to Pacific Ranch Investments for an appraised value of $17,300.**

Execution and consummation of the Property transfer as contemplated hereunder is exempt from the California Environmental Quality Act of 1970, Public Resources Code § 21000, et seq., as amended, and the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations, including under CEQA Guidelines Sections 15061(b)(3), 15304, "Minor Alterations to Land", and 15305(a) Class 5, "Minor Alterations in Land use Limitations. Any property development would undergo separate CEQA review as necessary.

Report in Brief

Pacific Ranch Investments proposes to purchase a vacant piece of property (Property) owned by the City of Concord located at 4050 Port Chicago Highway. The Property is part of the Diablo Creek Golf Course parcel (see Attachment 1). There are no future plans for use of the property by the City and the only likely buyer of the property is Pacific Ranch Investments because this company owns the adjacent office development. Pacific Ranch Investments intends to develop the Property as additional parking to serve its existing office development. A City-commissioned appraiser determined the value of the Property to be $17,300 ($4.00 per square foot). Pacific

Ranch Investments representatives and City staff negotiated a Purchase and Sale Agreement at the appraised square-foot value, included as Exhibit A to Resolution 16-70 (Attachment 2); attachments to the Purchase and Sale Agreement, including all deeds, will be drafted in conjunction with the Buyer and approved by both the Buyer and the City Attorney's Office.

Recommended Action
Adopt Resolution No. 16-70 approving the disposition of an unused 4,324-square foot portion of City-owned property located at 4050 Port Chicago Highway, Concord, California, APN 100-370-013, to Pacific Ranch Investments for an appraised value of $17,300; authorize the City Attorney to draft the attachments to the Purchase and Sale Agreement, including all deeds, in conjunction with the Buyer.

Background
The Property proposed to be sold is an unimproved portion of land that is a part of the parcel that includes the Diablo Creek Golf Course. The Property is not part of the functioning operational area of the golf course. The land area to be sold is rectangular shaped with level topography and has a number of existing easements to address utilities and other infrastructure access. The site is undeveloped and is not landscaped. The General Plan land use designation of the site is "Parks," and the zoning of the Property is "Parks and Recreation." Under these land use regulations allowable uses can include a parking lot, playing fields, golf courses, trails or other recreational facilities.

The current zoning of the proposed land to be sold would permit it to be used as a parking lot serving the existing adjacent commercial offices. After the Property is sold to Pacific Ranch Investments (PRI), it is the buyers intention to pursue a lot line adjustment to incorporate the Property into the adjacent site that is developed with commercial office and parking. However, PRI does not intend to seek a General Plan amendment or rezoning. When lots are divided by zoning boundaries, as would become the case here after a lot line adjustment, Municipal Code Sec.18.15.040 provides that a parking lot serving the principal use on the site is an allowed land use.

City staff notified Joe Fernandez, Golf Director at Diablo Creek Golf Course, about Pacific Ranch Investment's desire to purchase the property, as well as the location of the proposed property line. Mr. Fernandez was agreeable to and acknowledges the potential sale of the Property.

Additionally, pursuant to Government Code Section 65402(a), the City of Concord Planning Commission must find that the proposed sale of City-owned property is

consistent with the City's General Plan. At its August 17, 2016 meeting, the Planning Commission passed Resolution 16-23PC making such finding (Attachment 3).

All survey and appraisal costs associated with this land sale were overseen by staff and funded by Pacific Ranch Investments.

Analysis

Under California State Code Section 37350, a City may purchase, lease, receive, hold, and enjoy real and personal property, and control and dispose of it for the common benefit. The Property is currently unused by the City and it is not anticipated that it will be necessary for future development of the golf course. Because of the small size, zoning and location of the property, the adjacent property owner, PRI, is the only logical potential buyer of the Property. If the Purchase and Sales agreement is executed as recommended, the legal transfer mechanism would be a lot line adjustment pursuant to Subdivision Map Act Section 66412(d), merging the approximately 4,324-square foot site into the adjacent commercial parcel. Because the proposed land sale is for less than 5,000 square feet, the property is not subject to the surplus land sale process, which most notably includes offering governmental agencies first right of refusal for purchase and publically noticing that the land is for sale.

Selling the Property is appropriate because the parcel is not currently used by the City and there are no plans by the City to use the parcel, plus its location and shape make it highly unlikely to be used in the future. Additionally, there is community benefit to selling it for fair-market-value to the adjacent property owner. It is the intention of PRI to purchase this site and combine it with its commercial property located at 4080 Port Chicago Highway in order to increase the parking supply. The sale would support the City's economic development efforts to facilitate business attraction and retention in Concord.

The City commissioned an appraisal of the Property by Smyers and Krauss Appraisal LLC. This firm has more than 30 years of real estate experience and has Member Appraisal Institute (MAI) certification, which is one of the highest levels of real estate appraiser designations. The City, through its former Redevelopment agency, has retained Smyers and Krauss for land acquisition appraisal purposes in the past.

The appraiser's estimate of value was arrived at by using a price per square foot unit of comparison. In the final estimate of market value, the Appraiser reviewed data from the subject market, as well as competing markets and reached a final estimate of value. The final estimate of market value for the fee simple interest in the 4,324 square feet of excess land is $17,300.

Future Development of Property

PRI intends to construct a surface parking lot on the Property to provide additional parking for its commercial building located at 4080 Port Chicago Highway. There have been no plans or applications submitted at this time so CEQA and other Development Code considerations will be made at that time, including an expected Use Permit application because the existing parking for the commercial building already meets the parking requirements.

Financial Impact

The sale of the property would generate $17,300. Staff proposes that the sales proceeds be directed into the Golf Course Enterprise Fund. Staff believes this is a logical placement for the sales proceeds as the Property is currently part of the golf course. Sales proceed would go towards capital improvement projects at the golf course facility.

Environmental Determination

Execution and consummation of the Property transfer as contemplated hereunder is exempt from the California Environmental Quality Act of 1970, Public Resources Code § 21000, et seq., as amended, and the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations, including under CEQA Guidelines Sections 15061(b)(3), 15304, “Minor Alterations to Land”, and 15305(a) Class 5, “Minor Alterations in Land use Limitations. Any property development would undergo separate CEQA review as necessary.

Public Contact

This meeting was noticed and the agenda was posted. Additionally, the operator of the City owned golf course was advised and was agreeable to the sale prior to this report being written.

Attachments

1. Map
2. City Council Resolution No. 16-70
3. Planning Commission Resolution 16-23PC

Mt. Diablo Golf Course
Portion of 100-370-013
Pacific Ranch Investments-- Existing Property
Legend
Parcels
Concord
UNNAMED STREET
AST
AVENUE I
SURIGAO
LEYTTE ST
LEYETE ST
KINNE BL
COMMERCIAL CR
BATES AV
PT CHICAGO HY
MALL
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BEFORE THE CITY COUNCIL OF THE CITY OF CONCORD
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

A Resolution of the City Council of the City of Concord Approving the Disposition of a 4,324-Square Foot Portion of City-Owned Property Located at 4050 Port Chicago Highway, Concord, California, APN 100-370-013, to Pacific Ranch Investments for an Appraised Value of $17,300, and Authorizing Execution of a Purchase and Sale Agreement and Related Agreements

Resolution No. 16-70

WHEREAS, the City of Concord ("City") owns a parcel of real property, located at 4050 Port Chicago Highway, Concord, CA, APN 100-370-013, and commonly known as Diablo Creek Golf Course ("Golf Course"); and

WHEREAS, Pacific Ranch Investments, LP, a California limited partnership ("Buyer"), currently owns property located at 4080 Port Chicago Highway, Concord, CA, APN 100-370-012 ("Buyer's Property") and is zoned "Office Business Park"; and

WHEREAS, Buyer desires to purchase a portion of Seller's property as more particularly described and depicted in the Purchase and Sale Agreement, Exhibits A-1 and A-2, attached hereto and incorporated by reference ("Property"); and

WHEREAS, the Property consists of an approximately 4,324-square foot vacant lot located directly adjacent to Buyer's Property; and

WHEREAS, the Property is not part of the daily operations of the Golf Course and is largely unusable to the City and the public; and

WHEREAS, the Property is a vacant, unimproved rectangular portion of land that is part of the parcel that includes the Golf Course. Due to its size, location and existing easements for utilities and infrastructure access, the Property is not part of the functioning part of the Golf Course, nor is it anticipated that it will be necessary for future use or development by the Golf Course; and

WHEREAS, the City has determined that the Property has no potential to be developed as a City facility; and

WHEREAS, due to the size and location of the Property, it is infeasible to develop and has

minimal value to anyone other than an adjacent property owner; and

WHEREAS, Smyers & Krauss Appraisal, LLC conducted an appraisal of the Property and prepared an Appraisal Report that concluded the fair market value of the Property is $4.00 per square foot; and

WHEREAS, the total fair market value of the property is $17,300 ($4.00 per square foot x 4,324 square feet); and

WHEREAS, Buyer desires to purchase the Property and combine it with Buyer's Property in order to increase the future parking capacity of Buyer's Property; and

WHEREAS, California Government Code Section 37350 provides that a city may dispose of real property for the common benefit; and

WHEREAS, City desires to sell the Property to Buyer for the common benefit of its citizens, at a price equal to the appraised fair market value of the Property; and

WHEREAS, City and Buyer desire to effect such sale via a lot line adjustment pursuant to Subdivision Map Act Section 66412(d), and in accordance with the terms and conditions of the Agreement of Purchase and Sale and Joint Escrow Instructions ("Agreement") between City and Buyer, attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, attachments to the Agreement including all deeds will be drafted in conjunction with the Buyer and approved by both the Buyer and the City Attorney's Office; and

WHEREAS, at its August 17, 2016 meeting, the Planning Commission passed Resolution 16-23PC finding that the proposed sale of the Property conforms to the City of Concord General Plan in accordance with Government Code Section 65402 and that sale of the City Property would further the purposes of and appropriately implement the City of Concord General Plan; and

WHEREAS, pursuant to Concord Municipal Code Section 18.15.040(A), the Property may thereafter be used to serve as a parking lot for the Potential Buyer's adjacent office buildings located at 4080 Port Chicago Highway; and

WHEREAS, the sale of the Property is exempt from the California Environmental Quality Act of 1970, Public Resources Code § 21000, et seq., as amended, and the CEQA Guidelines, Title

14, Chapter 3 of the California Code of Regulations, including under CEQA Guidelines Sections 15061(b)(3), 15304, "Minor Alterations to Land", and 15305(a) Class 5, "Minor Alterations in Land use Limitations". Any property development would undergo separate CEQA review as necessary; and

WHEREAS, on October 11, 2016 the City Council held a duly noticed public hearing on the Project; and

WHEREAS, on October 11, 2016, the City Council considered the staff report, oral and written, and testimony and materials presented by all those wishing to be heard on this Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CONCORD DOES RESOLVE AS FOLLOWS:

Section 1. Recitals. The above recitals are accurate and constitute findings in this matter and, together with the August 17, 2016 Planning Commission Staff Report, Planning Commission Resolution 16-23PC, the October 11, 2016 City Council Staff Report, and the application materials, and all other documents, reports, studies, memoranda, maps, oral and written testimony, and materials in the City's file for the applications and the Project, and all adopted City planning documents relating to the Project and the property including the City's General Plan, Municipal Code, and other applicable City laws and regulations, and all associated approved and certified environmental documents, have together served as an adequate and appropriate evidentiary basis for the findings and actions set forth in this Resolution.

Section 2. CEQA. Sale of the Property is exempt from the California Environmental Quality Act of 1970, Public Resources Code § 21000, et seq., as amended, and the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations, including under CEQA Guidelines Sections 15061(b)(3), 15304, "Minor Alterations to Land", and 15305(a) Class 5, "Minor Alterations in Land use Limitations". Any property development would undergo separate CEQA review as necessary. This reflects the independent judgment of the City as lead agency.

Section 3. Sale. As further detailed in the staff report:

A. The sale of the Property is consistent with the General Plan.

B. The sale of the Property to Buyer is for the common benefit of the citizens of the City

of Concord.

Section 4. Documentation.

A. The Mayor is hereby authorized to execute all attachments to the Agreement, including deed(s) in favor of Buyer as are necessary or desirable to effect such sale, to the extent consistent with the Agreement and subject to approval of the City Attorney.

B. The City Manager and/or Mayor, as applicable, are/is hereby authorized to negotiate and draft all other documents associated with the sale of the Property to Buyer, to execute the same on behalf of the City, and to take such other actions as are necessary to effect such sale; all to the extent consistent with the Agreement and subject to approval of the City Attorney.

Section 5. This resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Concord on October 11, 2016, by the following vote:

AYES: Councilmembers -

NOES: Councilmembers -

ABSTAIN: Councilmembers -

ABSENT: Councilmembers -

I HEREBY CERTIFY that the foregoing Resolution No. 16-70 was duly and regularly adopted at a regular meeting of the City Council of the City of Concord on October 11, 2016.

_____
Joelle Fockler, MMC
City Clerk

APPROVED AS TO FORM:

_____
Susanne Meyer Brown
City Attorney

Exhibit A: Purchase and Sale Agreement
Exhibit A-1: Transfer Parcel Legal Description
Exhibit A-2: Transfer Parcel Plat Map

AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This Agreement of Purchase and Sale and Joint Escrow Instructions ("**Agreement**"), dated as of October 11, 2016 ("**Effective Date**"), is between the City of Concord, a California municipal corporation ("**Seller**"), and Pacific Ranch Investments, L.P., a California limited partnership ("**Buyer**").

RECITALS

A. Seller currently owns property located at 4050 Port Chicago Highway, Concord, CA, APN 100-370-013 ("**Seller's Property**"). Portions of Seller's Property are used for golf course purposes and are subject to an independent contractor agreement for professional services dated October 27, 2008 (as amended) between the City of Concord and Joseph Fernandez dba East Bay Golf Centers Inc. ("**Management Agreement**"). Seller's Property is zoned Parks and Recreation.

B. Buyer currently owns property located at 5102 Port Chicago Highway, Concord, CA, APN 100-370-012 ("**Buyer's Property**"). Buyer's Property is currently improved with an office building and parking lot, and is located directly adjacent to Seller's Property. Buyer's Property is zoned Office Business Park.

C. Buyer desires to purchase a portion of Seller's Property as more particularly described in the legal description attached hereto as Exhibit A-1 and depicted in the plat attached hereto as Exhibit A-2 ("**Property**"). The Property is not used in golf course operations and to Seller's knowledge is not subject to the Management Agreement. The Property is unimproved and has a creek that bisects the Property. Parks and Recreation zoning allows the Property to be used for parking.

D. Smyers & Krauss Appraisal, LLC conducted an appraisal of the Property and prepared an Appraisal Report that concluded the market value of the Property is $4.00 per square foot.

E. Buyer desires to purchase the Property and combine it with Buyer's Property in order to increase the overall size and parking capacity of Buyer's Property. The legal transfer mechanism would be a lot line adjustment pursuant to Subdivision Map Act Section 66412(d).

F. Execution and consummation of the Property transfer as contemplated hereunder is exempt from the California Environmental Quality Act of 1970, Public Resources Code § 21000, et seq., as amended, and the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations, including under CEQA Guidelines Sections 15061(b)(3) and 15305(a).

ARTICLE I
PURCHASE AND SALE OF PROPERTY

Section 1.1 Sale. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, on the terms and conditions set forth herein, the Property, but specifically excluding Seller's interest in the Management Agreement to the extent (if at all) such Management

Agreement affects the Property or any interest therein, and the Easements (defined in Section 5.2).

Section 1.2 Purchase Price. The purchase price of the Property is $17,300 without any deductions or offsets ("**Purchase Price**"). On or before Closing (as defined in Section 6.3), Buyer shall deposit in escrow with Old Republic Title Company, 1000 Burnett Avenue, Suite 100, Concord CA 94520, Attention: Donna Jones ("**Title Company**" or "**Escrow Agent**") cash in the amount of the Purchase Price. All funds shall be held by Title Company in non-interest bearing account. The Purchase Price shall be paid to Seller all in cash at Closing.

ARTICLE II
CONDITIONS

Section 2.1 Buyer's Conditions Precedent. Buyer's obligation to purchase the Property is conditioned upon the following:

(a) Buyer shall have approved or shall have been deemed to have approved the Easements.

(b) Seller shall have delivered each of the documents described in Section 6.4(a), before Closing, and shall have performed all of its obligations under this Agreement in accordance with the provisions hereof.

(c) Title Company shall have issued an irrevocable and unconditional commitment to issue the Title Policy (as defined in Section 5.2) upon recordation of the Deed and Recordable Lot Line Adjustment Documents (as defined in Section 5.2).

The foregoing conditions precedent are solely for the benefit of Buyer and may be waived only by Buyer. No such waiver shall be binding upon Buyer unless made in writing by an authorized representative of Buyer. Buyer shall, at all times before the termination of this Agreement, have the right to waive any of these conditions. Any such waiver shall not affect Buyer's ability to pursue any remedy it may have with respect to any breach hereunder by Seller.

Section 2.2 Seller's Conditions Precedent. Seller's obligation to sell the Property is conditioned upon the following:

(a) All of the representations and warranties made by Buyer to Seller pursuant to this Agreement shall be true and correct in all material respects as of Closing, as if made on such date.

(b) Seller shall have approved the Easements, and the Deed shall have been recorded or shall be ready to record concurrently at Closing (but in any event before recordation of the Recordable Lot Line Adjustment Documents).

(c) Buyer shall have delivered each of the items described in Section 6.4(b), before Closing, and shall have performed all of its obligations under this Agreement in accordance with the provisions hereof.

The foregoing conditions precedent are solely for the benefit of Seller and may be waived only by Seller. No such waiver shall be binding upon Seller unless made in writing by an authorized representative of Seller. Seller shall, at all times before the termination of this Agreement, have the right to waive any of these conditions.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of Seller. Seller hereby makes the following representations and warranties.

(a) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended and any related regulations.

(b) Seller is duly formed, validly existing and in good standing under the laws of the State of California and has the power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement shall be considered duly authorized, executed and delivered by and binding on Seller only after necessary approval of the City Council of the City of Concord ("**City Council**") is obtained in accordance with applicable laws.

For purposes of this Agreement and any document delivered at Closing, whenever the phrase "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to the actual knowledge of John Montagh, Economic Development& Housing Manager, and not any implied, imputed or constructive knowledge persons or entities other than the aforenamed person or of information contained in Seller's files.

Section 3.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) This Agreement and all documents executed by Buyer which are to be delivered to Seller at Closing do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject.

(b) Buyer has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors; (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

(c) Buyer is duly formed, validly existing and in good standing under the laws of the State of California. Buyer has duly authorized, executed and delivered this Agreement.

Section 3.3 Survival of Representations and Warranties. Each of the representations and warranties of Buyer or Seller above: (a) is true as of the Effective Date; (b) shall be deemed remade by Buyer or Seller, as applicable, as of Closing, and (c) shall survive for a period of twelve (12) months after Closing.

ARTICLE IV
AS IS SALE

Section 4.1 Buyer's Independent Investigation. Buyer acknowledges, agrees, represents, and warrants that, before and after the Effective Date, it has been given a full opportunity to obtain, review, inspect and investigate each and every aspect of the Property, either independently or through agents of Buyer's choosing, including the following:

(a) The size and dimensions of the Property.

(b) The availability and adequacy of water, sewage, fire protection, and any utilities serving the Property.

(c) All matters relating to title including extent and conditions of title to the Property, taxes, assessments, and liens.

(d) All legal and governmental laws, statutes, rules, regulations, ordinances, limitations on title, restrictions or requirements concerning the Property including zoning, use permit requirements and building codes.

(e) Natural hazards, including flood plain issues, currently or potentially concerning or affecting the Property.

(f) The physical, legal, economic and environmental condition and aspects of the Property, and all other matters concerning the conditions, use or sale of the Property, including any permits, licenses, agreements, and liens, zoning reports, engineers' reports and studies and similar information relating to the Property. Such examination of the condition of the Property has included examinations for the presence or absence of Hazardous Materials (defined below) as Buyer deemed necessary or desirable.

(1) "**Hazardous Materials**" means any and all substances, contaminants, chemicals, wastes, sewage, materials or emissions which are now or hereafter regulated, controlled, prohibited or otherwise affected by any present or future local, state or federal statute, ordinance, code, rule, regulation, order, decree, permit or other law now or hereafter in effect including but not limited to (a) any substance defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," or "air pollutant" in (i) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601, et seq., (ii) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq., (iii) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq., (iv) the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq., (v) the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq., (vi) the Toxic Substances Control Act , as amended, 15 U.S.C. § 2601, et seq., (vii) the Clean Water Act, as amended, 33 U.S. Code § 1251, et seq., (viii) the Oil Pollution Act, as amended, 33 U.S.C. § 2701, et seq., (ix) California Health & Safety Code ("**H&S Code**") § 25100, et seq. (Hazardous Waste Control), (x) the Hazardous Substance Account Act, as amended, H&S Code § 25300, et seq., (xi) the Unified Hazardous Waste and Hazardous Materials Management Regulatory Program, as amended, H&S Code § 25404, et seq., (xii) H&S Code § 25531, et seq. (Hazardous Materials Management), (xiii) the California Safe Drinking Water and Toxic Enforcement Act, as amended, H&S Code §

25249.5, et seq., (xiv) H&S Code § 25280, et seq. (Underground Storage of Hazardous Substances), (xv) the California Hazardous Waste Management Act, as amended, H&S Code § 25170.1, et seq., (xvi) H&S Code § 25501, et seq. (Hazardous Materials Response Plans and Inventory), (xvii) H&S Code § 18901, et seq. (California Building Standards), (xviii) the Porter-Cologne Water Quality Control Act, as amended, California Water Code § 13000, et seq., (xix) California Fish and Game Code § 5650-5656 and (xx) or any other federal, state or local laws, ordinances, rules, regulations, court orders or common law related in any way to the protection of the environment, health or safety; (b) any substance the presence of which at the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of human beings; and (c) any substance the presence of which at the Property or at nearby or adjacent properties could constitute a trespass. In addition to the foregoing, to the extent not already included therein, the term "Hazardous Materials" also means (i) asbestos (including asbestos-containing materials); (ii) flammable, explosive, infectious, carcinogenic, mutagenic, or radioactive materials; (iii) petroleum or any substance containing or consisting of petroleum hydrocarbons (including gasoline, diesel fuel, motor oil, waste oil, grease or any other fraction of crude oil); (iv) paints and solvents; (v) lead; (vi) cyanide; (vii) DDT; (viii) printing inks; (ix) acids; (x) pesticides; (xi) ammonium compounds; (xii) polychlorinated biphenyls; (xiii) radon and radon gas; and (xiv) electromagnetic or magnetic materials, substances or emissions.

(g) Any easements and/or access rights affecting the Property, including the Easements.

(h) The scope and effect of the Management Agreement on the Property.

(i) Any contracts and other documents or agreements affecting the Property.

(j) All other matters of material significance affecting the Property.

Buyer hereby approves the physical, legal, economic and environmental condition and aspects of the Property, and all other matters concerning the legal status, condition, use or sale of the Property as set forth above.

Section 4.2 Entry and Indemnity. Before the Effective Date, Seller has provided, and after the Effective Date shall continue to provide, Buyer with reasonable access to the Property and the records of Seller relating thereto. Without limiting the foregoing, before any entry to perform any invasive on-site testing, Buyer shall give Seller written notice thereof, including the identity of the company or persons who will perform such testing and the proposed scope of the testing. Seller or its representative may be present to observe any testing (whether or not invasive) or other inspection performed on the Property. Buyer shall maintain, and shall assure that its contractors maintain public liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of Buyer and its officers, employees, volunteers, agents, invitees, or contractors (each, a "**Buyer Party**"), arising out of any entry or inspections of the Property pursuant to the provisions hereof, and Buyer shall provide Seller with evidence of such insurance coverage upon request by Seller. Buyer shall indemnify and hold Seller harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, reasonable attorney's fees), arising out of or relating to any entry on or about the Property, Seller's Property, or Buyer's Property by Buyer

or any Buyer Party in the course of performing any inspection, testing, or other investigation thereof. Buyer shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Buyer or any Buyer Party with respect to any such inspection, testing, or other investigation. If any such lien at any time shall be filed, Buyer shall cause the same to be discharged of record within ten (10) days thereafter by satisfying the same or, if Buyer, in its discretion and in good faith determines that such lien should be contested, by recording a bond. Failure by Buyer to discharge any lien shall be a material breach of this Agreement, Seller may terminate this Agreement, and Buyer shall pay all losses, damages, costs and expenses, including, but not limited to, Seller's reasonable attorneys' fees, incurred in connection with such breach, including interest, carrying costs associated with the Property from the date of Buyer's failure to comply with this Section and costs of clearing any such cloud on title. This Section shall survive Closing, expiration, or other termination of this Agreement.

Section 4.3 Disclaimers. Buyer acknowledges and agrees that: (a) neither Seller nor Seller Party has made any representations, warranties, or promises to Buyer, or to anyone acting for or on behalf of Buyer, concerning the condition of the Property or any other aspect of the Property; (b) the condition of the Property has been independently evaluated by Buyer before both its election to enter into this Agreement and the Effective Date; and (c) any information including any engineering reports, architectural reports, feasibility reports, marketing reports, title reports, soils reports, environmental reports, analyses or data or other similar reports, analyses, data or information of whatever type or kind, if any, which Buyer has received or may hereafter receive from Seller or its agents or consultants (collectively, "**Seller Materials**") were and are furnished without warranty of any kind and on the express condition that Buyer has made its own independent verification of the accuracy, reliability and completeness of such information and that Buyer will not rely on the Seller Materials.

Section 4.4 AS IS SCOPE. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS, CONDITION AND STATE OF REPAIR INCLUSIVE OF ALL FAULTS AND DEFECTS, WHETHER KNOWN OR UNKNOWN, AS MAY EXIST AS OF CLOSING ("**As Is Scope**") AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES FROM SELLER OR ANY SELLER PARTY AS TO ANY MATTERS CONCERNING THE PROPERTY.

Section 4.5 Release.

(a) Buyer hereby releases Seller from any and all manner of rights, liabilities, claims, actions, causes of action, suits, proceedings, demands, damages, costs, expenses (including attorneys' fees and costs) or other compensation whatsoever, in law or equity, of whatever kind or nature, whether known or unknown, direct or indirect, foreseeable or unforeseeable, absolute or contingent that Buyer now has or may have or which may arise in the future arising out of, directly or indirectly, or in any way connected with: (i) all warranties of whatever type or kind with respect to the physical or environmental condition of the Property, whether express, implied or otherwise, including those of fitness for a particular purpose, tenantability, habitability or use; (ii) the Management Agreement; (iii) use, management, ownership or operation of the Property, whether before or after Closing; (iv) the physical, environmental or other condition of the Property; (v) the application of, compliance with or

failure to comply with any applicable laws; (vi) Hazardous Materials; (vii) any Seller Materials; (viii) relocation of any person or persons, business or businesses, or other occupant or occupants located on the Property, including any right to any relocation benefits, assistance and/or payments under California Government Code Section 7260, et seq., notwithstanding that such relocation assistance, benefits and/or payments may be otherwise required under said sections or other state or federal law; (ix) compensation for any interest in the Property or the business operations conducted thereon, including, but not limited to, land and improvements, fixtures, furniture, or equipment thereon, goodwill, severance damage, attorneys' fees or any other compensation of any nature whatsoever; and (x) the As Is Scope. The foregoing are collectively referred to herein as "**Claims**". Buyer acknowledges and agrees that it understands that factual matters now unknown to it may have given or may hereafter give rise to Claims that are presently unknown, unanticipated and unsuspected, and Buyer further acknowledges and agrees that the releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless intends to release, discharge and acquit Seller from any such unknown Claims, except to the extent such Claims are the result of contamination from Hazardous Materials on the Property that is directly caused by Seller or Seller's officials, employees, volunteers, agents, or contractors (each, a "**Seller Party**"). Notwithstanding any other provision hereof to the contrary, the foregoing waiver and release (and the defined term "Claims") shall exclude those losses, liabilities, damages, costs or expenses, and claims therefor, arising from or attributable to: (y) a material matter actually known to Seller that is not disclosed to Buyer or not discovered by Buyer before Closing; or (z) a breach by Seller of its material obligations under this Agreement.

(b) It is hereby intended that the above release relates to any and all Claims that the Buyer or any Buyer Party may have, or claim to have, against the Seller. By releasing and forever discharging the Claims, Buyer expressly waives any rights under California Civil Code Section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Section 4.6 Indemnification. Buyer shall save, protect, indemnify and defend Seller against and hold Seller harmless from any claim, loss, damage, or expense, including any reasonable attorneys' fees, asserted against or suffered by Seller resulting from: (a) this Agreement, including any breach by Buyer of this Agreement; (b) the untruth, inaccuracy or breach of any of the representations or warranties made by Buyer pursuant to this Agreement; (c) any liability or obligation arising in connection with the Property and accruing on or after Closing; and (d) the Claims.

Section 4.7 Materiality. The provisions of this ARTICLE IV are a material portion of the consideration given by each party to the other in exchange for such party's performance under this Agreement and shall survive Closing, expiration, or other termination hereof.

ARTICLE V
TITLE

Section 5.1 Title Review. Buyer has had the opportunity to obtain, review, inspect and investigate any and all matters of and exceptions to title of the Property, as disclosed by the following documents and instruments (collectively, "**Title Documents**"): (a) a preliminary title report for Seller's Property dated November 13, 2015, Order No. 0147012952-DJ issued by title company with respect to the Property ("**Preliminary Report**") and all matters referenced therein; (b) legible copies of all documents, whether recorded or unrecorded, referred to in such Preliminary Report; and (c) an updated survey of the Property. If Seller causes or allows any matters or liens to encumber title before Closing, other than the Approved Conditions of Title (defined in Section 5.3), then Buyer may either: (y) take title to the Property despite the existence of such matter; or (z) terminate this Agreement.

Section 5.2 Easements. Before or concurrent with Closing, Seller will record against the Property an easement agreement, transfer deed, or similar document, which reserves to Seller storm drain, and such other easement rights, including rights of ingress and egress and other rights necessary or ancillary thereto, necessary to accommodate City's identified needs ("**Easements**"). A draft transfer deed conveying the Property to Buyer will be drafted in conjunction with the Buyer, and the transfer deed will contain the following reservations of Easements and final Plats and Legal Descriptions of the Property (Exhibits A-3, A-4, A-5, A-6, A-7, A-8). If a separate instrument is used to create the Easements, for purposes of this Agreement, such instrument shall be included in the defined term "Deed" but shall be recorded immediately before recordation of the transfer deed.

Section 5.3 Conditions of Title. Buyer hereby approves the exceptions disclosed in the Title Documents and the Easements (collectively, "**Approved Conditions of Title**") and shall take title to the Property subject to the Approved Conditions of Title.

Section 5.4 Evidence of Title. Delivery of title in accordance with the foregoing shall be evidenced by the irrevocable commitment of title company to issue, at Closing, its Owner's CLTA or ALTA Policy of Title Insurance in the amount of the Purchase Price showing title to the Property vested in Buyer, subject to the Approved Conditions of Title and with such endorsements as may be requested by Buyer ("**Title Policy**").

Section 5.5 Lot Line Adjustment Documents. With ten (10) business days after the Effective Date, Buyer, at its sole cost and expense, shall prepare documents necessary to effect the Property transfer from Seller to Buyer and merger of the Property into Buyer's Property, including a lot line adjustment application, traverse closure calculations prepared by a registered civil engineer or licensed land surveyor, a final plat showing the adjusted boundaries of Buyer's Property and Seller's Property signed and sealed by a registered civil engineer or licensed land surveyor ("**Final Plat**"), a legal description of the adjusted boundaries of Buyer's Property and Seller's Property signed and sealed by a registered civil engineer or licensed land surveyor ("**Final Legal**"), preliminary title reports of Seller's Property and Buyer's Property, and written approval from all lienholders (collectively, "**Lot Line Adjustment Documents**"), and the Deed, and submit the same for the City Engineer's review and approval. The City of Concord City Engineer ("**City Engineer**") shall approve or disapprove the Lot Line Adjustment Documents. Approval thereof shall be evidenced by City's issuance of a "**Certificate of Compliance**"

(which shall thereafter be included in the defined term "Lot Line Adjustment Documents"); failure by Seller to issue a Certificate of Compliance shall be deemed Seller's disapproval. If Seller approves the Lot Line Adjustment Documents, Buyer and/or Seller, as applicable, shall deposit executed and acknowledged originals of the Final Plat, Final Legal, Certificate of Compliance, and Deed. If Seller disapproves or is deemed to have disapproved the Lot Line Adjustment Documents within the time provided above, this Agreement shall terminate. "**Recordable Lot Line Adjustment Documents**" means the Final Plat, Final Legal, and Certificate of Compliance.

ARTICLE VI
CLOSING AND ESCROW

Section 6.1 Escrow Instructions. Seller shall deposit an executed counterpart of this Agreement with Title Company, which shall serve as the instructions to Title Company/Escrow Agent for consummation of the purchase and sale transaction contemplated hereby ("**Transaction**"). The parties agree to execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, this Agreement shall control. On behalf of Seller, the City Council hereby delegates authority to revise these escrow instructions, or draft additional escrow instructions, to the City Attorney.

Section 6.2 Escrow Agent Authorization. Escrow Agent is authorized to, and shall:

(a) Pay and Charge Buyer. Pay and charge Buyer for all Transaction Costs (defined in Section 6.5), and other costs and expenses of escrow payable.

(b) Disbursement. When conditions of the escrow have been fulfilled by the parties: disburse funds; record (in the following order) the Deed, and then the Recordable Lot Line Adjustment Documents; return two (2) conformed copies to the City Engineer; deliver the originals to Buyer; and deliver the Title Policy (if any) to Buyer. Each party instructs Escrow Agent to release a copy of such party's closing statement to the other party.

Section 6.3 Closing. "**Closing**" means the consummation of the Transaction as described herein as evidenced by the performance by each party of its obligations hereunder, recordation and delivery of the Deed and the Recordable Lot Line Adjustment Documents as set forth in this Agreement, Title Company's irrevocable and unconditional commitment to issue the Title Policy upon recordation of the Deed and Recordable Lot Line Adjustment Documents, and the payment of the Purchase Price by Buyer. Closing shall be held and delivery of all items to be made at Closing under the terms of this Agreement shall be made at the offices of Title Company on the date which is sixty (60) days following the Effective Date, or such other earlier date and time as the parties mutually agree upon in writing. Such date may not be extended without the prior written approval of both parties; on behalf of Seller, the City Council hereby delegates such authority to the City of Concord City Manager ("**City Manager**").

Section 6.4 Escrow Deposits.

(a) Seller. At or before Closing, Seller shall deposit into escrow the following:

(1) one (1) original Deed duly executed and acknowledged by the City of Concord and/or other appropriate governmental entity;

(2) duly executed and acknowledged Lot Line Adjustment Documents; and

(3) an affidavit pursuant to Section 1445(b)(2) of the Federal Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Federal Code; and

(4) California 597-W Certificate.

(b) Buyer. At or before Closing, Buyer shall deposit into escrow the following:

(1) duly executed and acknowledged Lot Line Adjustment Documents; and

(2) funds necessary to close the Transaction.

(c) The parties hereby designate Title Company as the "Reporting Person" for the Transaction pursuant to Section 6045(e) of the Internal Revenue Code and the regulations promulgated thereunder and agree to execute such documentation as is reasonably necessary to effectuate such designation. Each party agrees to cooperate with the other in Closing the Transaction and in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement, including the deposit of such other instruments as are reasonably required by title company or otherwise required to close the escrow and consummate the Transaction in accordance with the material terms hereof. On behalf of Seller, the City Council hereby delegates such authority to the City Manager.

Section 6.5 Prorations. The provisions of this Section 6.5 shall survive Closing.

(a) Buyer, at its sole cost and expense, shall pay the following "**Transaction Costs**:" (i) the premium for the Title Policy, including that portion of the premium for the Title Policy that is attributable to an ALTA policy and endorsements over and above a CLTA policy; (ii) escrow fees; (iii) recording fees; (iv) all costs associated with preparation, review, approval, processing, and recordation of the Deed and Recordable Lot Line Adjustment Documents (including survey services, and any fees, costs or charges imposed by the City of Concord, Contra Costa County, or other governmental authorities); (v) all costs associated with the Appraisal; (vi) all transfer taxes applicable to the Transaction, if any; and (vii) all other expenses of the escrow for the Transaction. Each party shall bear its own legal fees and due diligence costs in connection with the Transaction.

(b) Buyer shall not be entitled to rent or any other payments or monies due under the Management Agreement.

(c) Seller is a public body corporate and politic and, as such, is a tax-exempt entity and shall not pay any real property or other taxes, or pay any bond or assessment that is a lien customarily paid with real property taxes.

(d) All prorations which can be liquidated accurately or reasonably estimated as of Closing shall be made in escrow at Closing. The parties hereby agree that if any of the aforesaid prorations and credits cannot be calculated accurately at Closing, or if there are any adjustments to initially estimated prorations, then the same shall be calculated or adjusted as soon as reasonably practicable after Closing and either party owing the other party a sum of money based on such subsequent proration(s) or credits shall promptly pay said sum to the other party.

ARTICLE VII.
MISCELLANEOUS

Section 7.1 Notices. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as below or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery or refusal to accept delivery by the intended recipient.

To Seller: City of Concord
1950 Parkside Drive, MS/1B
Concord, California 94519
Attention: John Montagh
Telephone: (925) 671-3082

with a copy to: City of Concord
1950 Parkside Drive
Concord, California 94519
Attention: City Attorney
Telephone: (925) 671-3160

To Buyer: Pacific Ranch Investments, LP
4080 Port Chicago Highway
Concord, CA 94520
Attention: Mr. Carlo Zocchi
Telephone: (925) 685-9070

Section 7.1 Loss or Damage to Property. Buyer shall be bound to purchase the Property for the full Purchase Price, without regard to the occurrence or effect of any damage to the Property or destruction of any improvements thereon or condemnation of any portion of the Property, provided that at Closing there shall be a credit against the cash portion of the Purchase

Price equal to the amount of any insurance proceeds or condemnation awards actually collected by Seller as a result of any such damage or destruction or condemnation, less any sums claimed by or paid under the Management Agreement or any mortgagee of the Property, and less any sums expended or committed by Seller toward restoration or repair of the Property. If any portion of the net proceeds or awards have not been collected as of Closing, then Seller shall cease collection efforts and the right to collect such net proceeds or awards shall be assigned to Buyer.

Section 7.2 Entire Agreement. This Agreement (including the exhibits hereto and the Lot Line Adjustment Documents, all of which are hereby incorporated by reference as though fully restated herein, and which constitute part hereof) contains all representations, warranties and covenants made by the parties and constitutes the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement.

Section 7.3 Time. Time is of the essence in the performance of each of the parties' respective obligations contained herein.

Section 7.4 Interpretation. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules. If any party brings a suit hereunder, trial shall be held exclusively in a state court in Contra Costa County, California. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of its provisions. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution of the language in question to such party. Headings used herein are for convenience only and shall not be used in construing this Agreement. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter. The term "person" shall include any individual, partnership, joint venture, corporation, trust, unincorporated association, any other entity and any government or any department or agency thereof, whether acting in an individual, fiduciary or other capacity. The words "include" and "including" shall in all instances be interpreted as though followed by the words "without limitation."

Section 7.5 No Assignment; No Third Party Beneficiary; No Partnership. Neither party may assign its rights and obligations hereunder without the prior written consent of the other party. Any attempted assignment or transfer in breach of this provision shall be void. The provisions of this Agreement are not intended to benefit any third parties. The relationship of the parties hereto is solely that of buyer and seller with respect to the Property and no joint venture, other partnership or agency relationship exists between the parties hereto. Neither party has any fiduciary relationship hereunder to the other.

Section 7.6 Execution; Counterparts; Amendments; Joint and Several Liability. Each individual or entity executing this Agreement on behalf of Buyer represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of Buyer, and that such execution is binding upon Buyer. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Except as provided in Section 6.3 and Section 6.4(a), this Agreement may be amended or modified only by a written instrument signed by the parties

and duly authorized by the City Council. The liability of all persons and entities obligated in any manner under this Agreement shall be joint and several.

Section 7.7 No Recordation. Buyer shall not record this Agreement, any memorandum of this Agreement, any assignment of this Agreement or any other document which would cause a cloud on the title to the Property.

Section 7.8 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, to any extent, shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and in no way shall be affected, impaired or invalidated thereby; except that if the court which determines the provision to be invalid also determines such provision to be of such materiality as to make enforcement of the remaining terms inequitable, then this Agreement shall terminate.

Section 7.9 Default; No Waiver; Termination. Failure or delay by either party to perform any covenant, condition or provision of this Agreement within the time provided herein constitutes a default under this Agreement. The injured party shall give written notice of default to the party in default, specifying the default complained of. The defaulting party shall immediately commence to cure such default and shall diligently complete such cure within ten (10) days from the date of the notice. The injured party shall have the right to terminate this Agreement by written notice to the other party in the event of a default which is not cured within such ten (10) day period. The waiver by either party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default constitute a continuing waiver of same. In addition to other provisions hereof, if this Agreement expires or is otherwise terminated, Title Company shall:
(a) immediately return the Lot Line Adjustment Documents and the Deed to Seller; and (b) after receipt of written permission from Seller, refund to Buyer that portion of the Purchase Price (if any) held in escrow less any amounts claimed in writing by Seller). Upon expiration or other termination hereof, neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement, which shall then become null and void and of no further force or effect (except for matters that by the express terms hereof survive Closing, expiration, or other termination of this Agreement).

Section 7.10 No Brokers. The parties represent and warrant to each other that no broker or finder was instrumental in arranging or bringing about the Transaction. If any person brings a claim for a commission or finder's fee based upon any contact, dealings or communication with Buyer or Seller, then the party through whom such person makes his or her claim shall defend the other party ("**Indemnified Party**") from such claim, and shall indemnify the Indemnified Party and hold the Indemnified Party harmless from any and all costs, damages, claims, liabilities or expenses (including without limitation, reasonable attorneys' fees and disbursements) incurred by the Indemnified Party in defending against the claim. This Section shall survive Closing, expiration, or other termination of this Agreement.

Section 7.11 **Effect of City Approvals**. Notwithstanding anything to the contrary herein, Buyer acknowledges and agrees that Seller is entering into this Agreement as a landowner, and not as a regulatory agency with police powers. Accordingly, any construction, alterations, variances, land uses, or operations contemplated or performed by Buyer with respect to the Property may require further authorizations, approvals, or permits from the City of Concord, as well as other governmental and/or regulatory agencies. Nothing in this Agreement shall limit Buyer's obligation to obtain such other authorizations, approvals, or permits, or pre-commit the City of Concord to any course of action.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their respective officers thereunto duly authorized as of the Effective Date.

BUYER:

PACIFIC RANCH INVESTMENTS, L.P.,
a California limited partnership

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

SELLER:

CITY OF CONCORD,
a California municipal corporation

By: _____

Laura M. Hoffmeister, Mayor

ATTEST:

By: _____

Joelle Fockler, MMC, City Clerk

APPROVED AS TO FORM:

By: _____

Susanne Meyer Brown, City Attorney

CONSENT OF ESCROW AGENT

Escrow Agent hereby acknowledges receipt of three (3) counterparts of this Agreement, each of which has been executed by the parties. Escrow Agent hereby agrees (a) to be and serve as Escrow Agent pursuant to this Agreement; and (b) subject to further escrow instructions mutually agreeable to the parties and Escrow Agent, to be bound by the Agreement in the performance of its duties as Escrow Agent and to hold and disburse all funds received by Escrow Agent in accordance with the provisions of this Agreement; provided, however, Escrow Agent shall have no obligation, liability, or responsibility under any amendment to the Agreement unless and until the same is accepted by Escrow Agent in writing. Escrow Agent further agrees to immediately deliver to each party one (1) original counterpart of this Agreement executed by the parties and Escrow Agent.

Escrow Agent has assigned this Agreement file number _____.

ESCROW AGENT:

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A-1

Legal Description of Property

(attached)

EXHIBIT A-2

Plat Depicting Property

(attached)

EXHIBITS A-3 to A-8

Grant Deed Easements Legal Descriptions and Plats

(attached)

PORTION OF
APN 100-370-013
CONCORD, CA

LEGAL DESCRIPTION

TRANSFER PARCEL
TO PACIFIC RANCH INVESTMENTS, L.P.

TRANSFER PARCEL

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF CONCORD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE "DIABLO CREEK GOLF COURSE" PARCEL DESCRIBED IN THE DEEDS TO THE CITY OF CONCORD, RECORDED OCTOBER 31, 1963 IN BOOK 4483 OF OFFICIAL RECORDS AT PAGE 537, AND APRIL 30, 1999, UNDER RECORDER'S SERIAL NUMBER 99-0115575 IN OFFICIAL RECORDS, CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 9024, FILED NOVEMBER 27, 2006, BOOK 499 OF MAPS, PAGE 20, CONTRA COSTA COUNTY RECORDS, AND AMENDED AND FILED ON JANUARY 6, 2009, BOOK 508 OF MAPS, PAGE 43, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, SAID POINT ALSO BEING ON THE EASTERLY LINE OF THE 60 FOOT RIGHT OF WAY OF PORT CHICAGO HIGHWAY, AS SHOWN ON SAID MAPS (499M20 / 508M43); THENCE, ALONG SAID EASTERLY LINE OF PORT CHICAGO HIGHWAY, NORTH 20°54'22" WEST 47.00 FEET; THENCE, LEAVING SAID EASTERLY LINE OF PORT CHICAGO HIGHWAY, NORTH 69°05'38" EAST 92.00 FEET; THENCE SOUTH 20°54'22" EAST 47.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 (499M20 / 508M43); THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID LOT 2 (499M20 / 508M43), SOUTH 69°05'38" WEST 92.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 4,324 SQUARE FEET, MORE OR LESS.

PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT:

10/03/2016

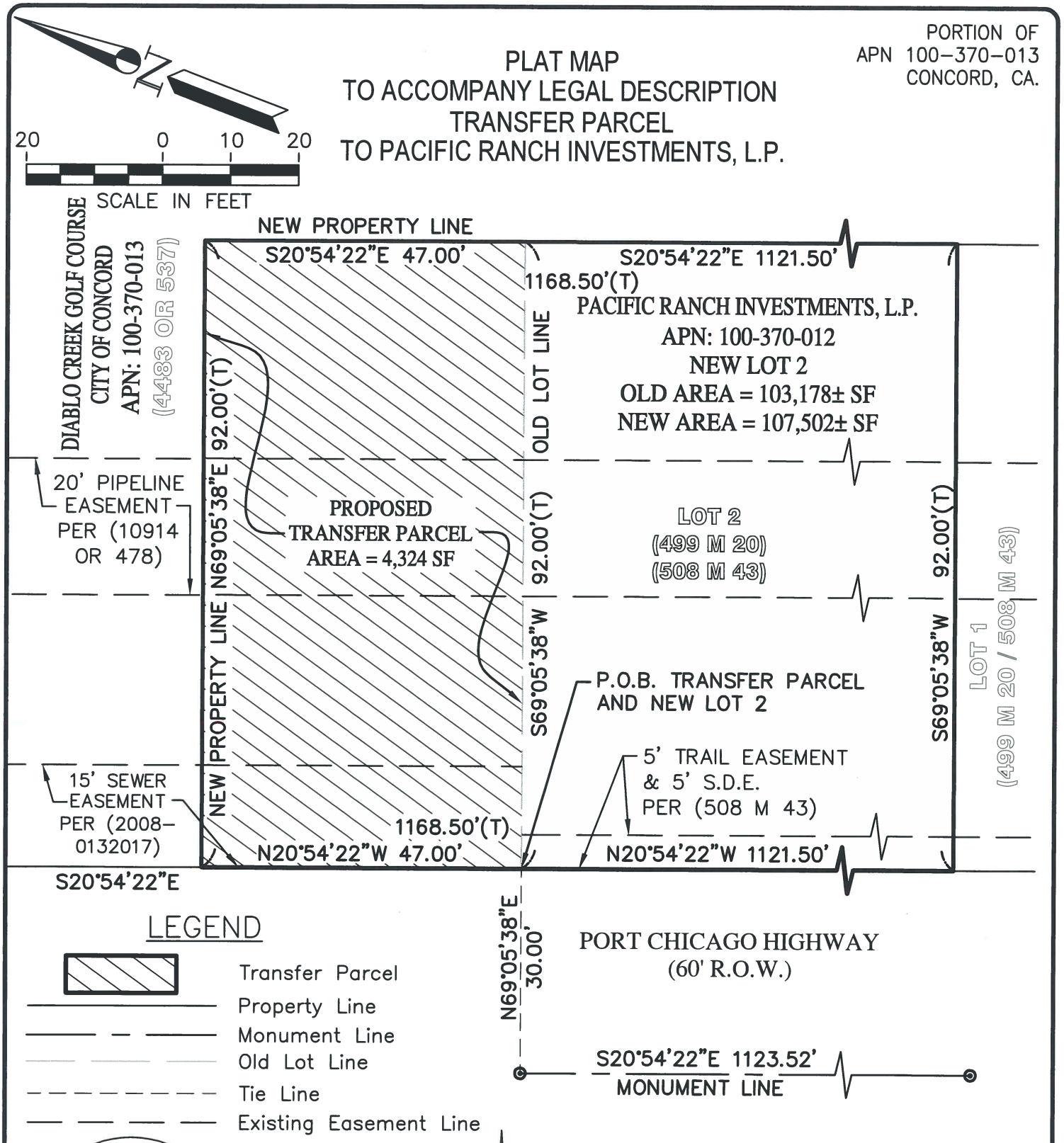
LICENSED LAND SURVEYOR
CHRISTINE M. LEPTIEN-PARKS
No. 7893
STATE OF CALIFORNIA

LCC ENGINEERING & SURVEYING, INC.
930 ESTUDILLO STREET
MARTINEZ, CA 94553
925-228-4218

EXHIBIT A-2

PORTION OF
APN 100-370-013
CONCORD, CA.

PLAT MAP
TO ACCOMPANY LEGAL DESCRIPTION
TRANSFER PARCEL
TO PACIFIC RANCH INVESTMENTS, L.P.



LEGEND

- Transfer Parcel
- Property Line
- Monument Line
- Old Lot Line
- Tie Line
- Existing Easement Line

LICENSED LAND SURVEYOR
CHRISTINE M. LEPTIEN-PARKS
No. 7893
STATE OF CALIFORNIA

10/03/2016
DATE

LCC ENGINEERING & SURVEYING, INC.
930 Estudillo Street
Martinez, California 94553-1620
(925) 228-4218 Fax (925) 228-4638
www.lcc-inc.com

September 2016
LCC JOB No. 2016.109.00

SHEET 1 of 1

EXHIBIT A-3

PORTION OF
APN 100-370-013
CONCORD, CA

LEGAL DESCRIPTION

STORM DRAIN EASEMENT
TO CITY OF CONCORD

STORM DRAIN EASEMENT

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF CONCORD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE "DIABLO CREEK GOLF COURSE" PARCEL DESCRIBED IN THE DEEDS TO THE CITY OF CONCORD, RECORDED OCTOBER 31, 1963 IN BOOK 4483 OF OFFICIAL RECORDS AT PAGE 537, AND APRIL 30, 1999, UNDER RECORDER'S SERIAL NUMBER 99-0115575 IN OFFICIAL RECORDS, CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 9024, FILED NOVEMBER 27, 2006, BOOK 499 OF MAPS, PAGE 20, CONTRA COSTA COUNTY RECORDS, AND AMENDED AND FILED ON JANUARY 6, 2009, BOOK 508 OF MAPS, PAGE 43, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, SAID POINT ALSO BEING ON THE EASTERLY LINE OF THE 60 FOOT RIGHT OF WAY OF PORT CHICAGO HIGHWAY, AS SHOWN ON SAID MAPS (499M20 / 508M43); THENCE, ALONG SAID EASTERLY LINE OF PORT CHICAGO HIGHWAY, NORTH 20°54'22" WEST 10.00 FEET; THENCE, LEAVING SAID EASTERLY LINE OF PORT CHICAGO HIGHWAY, NORTH 69°05'38" EAST 2.57 FEET; THENCE NORTH 23°08'40" EAST 51.48 FEET TO A POINT ON THE NORTHERLY LINE OF THE "TRANSFER PARCEL" AS DESCRIBED IN EXHIBIT A OF THIS DEED; THENCE, ALONG THE NORTHERLY LINE OF SAID "TRANSFER PARCEL", NORTH 69°05'38" EAST 24.15 FEET; THENCE, LEAVING SAID NORTHERLY LINE, NORTH 66°26'16" EAST 41.31 FEET TO A POINT ON THE EASTERLY LINE OF SAID "TRANSFER PARCEL"; THENCE, ALONG SAID EASTERLY LINE, SOUTH 20°54'22" EAST 14.01 FEET; THENCE, LEAVING SAID EASTERLY LINE, NORTH 66°26'16" WEST 47.04 FEET; THENCE SOUTH 69°05'38" WEST 15.83 FEET; THENCE SOUTH 23°08'40" WEST 46.89 FEET; THENCE SOUTH 20°54'22" EAST 3.30 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 2 (499M20 / 508M43); THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID LOT 2 (499M20 / 508M43), SOUTH 69°05'38" WEST 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,209 SQUARE FEET, MORE OR LESS.

PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT:

10/03/2016

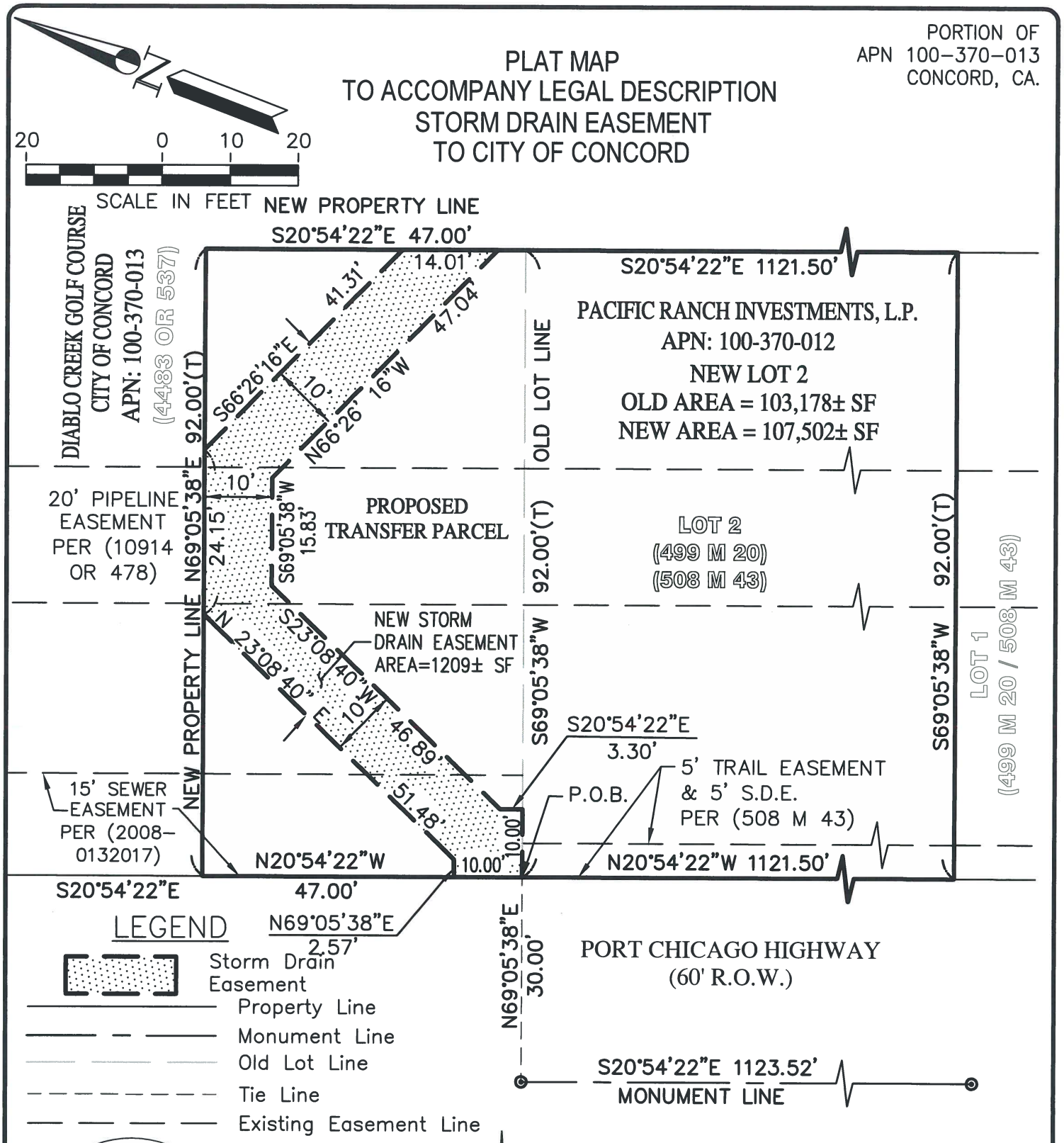
LICENSED LAND SURVEYOR
CHRISTINE M. LEPTIEN-PARKS
No. 7893
STATE OF CALIFORNIA

LCC ENGINEERING & SURVEYING, INC.
930 ESTUDILLO STREET
MARTINEZ, CA 94553
925-228-4218

EXHIBIT A-4

PORTION OF
APN 100-370-013
CONCORD, CA.

PLAT MAP
TO ACCOMPANY LEGAL DESCRIPTION
STORM DRAIN EASEMENT
TO CITY OF CONCORD



LEGEND

- Storm Drain Easement
- Property Line
- Monument Line
- Old Lot Line
- Tie Line
- Existing Easement Line

LICENSED LAND SURVEYOR
CHRISTINE M. LEPTIEN-PARKER
No. 7893
STATE OF CALIFORNIA

10/03/2016
DATE

LCC ENGINEERING & SURVEYING, INC.
930 Estudillo Street
Martinez, California 94553-1620
(925) 228-4218 Fax (925) 228-4638
www.lcc-inc.com

September 2016
LCC JOB No. 2016.109.00

SHEET 1 of 1

PORTION OF
APN 100-370-013
CONCORD, CA

LEGAL DESCRIPTION

PUBLIC UTILITY EASEMENT
TO CITY OF CONCORD

PUBLIC UTILITY EASEMENT

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF CONCORD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE "DIABLO CREEK GOLF COURSE" PARCEL DESCRIBED IN THE DEEDS TO THE CITY OF CONCORD, RECORDED OCTOBER 31, 1963 IN BOOK 4483 OF OFFICIAL RECORDS AT PAGE 537, AND APRIL 30, 1999, UNDER RECORDER'S SERIAL NUMBER 99-0115575 IN OFFICIAL RECORDS, CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 AS SAID LOT IS SHOWN ON THE MAP OF SUBDIVISION 9024, FILED NOVEMBER 27, 2006, BOOK 499 OF MAPS, PAGE 20, CONTRA COSTA COUNTY RECORDS, AND AMENDED AND FILED ON JANUARY 6, 2009, BOOK 508 OF MAPS, PAGE 43, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, SAID POINT ALSO BEING ON THE EASTERLY LINE OF THE 60 FOOT RIGHT OF WAY OF PORT CHICAGO HIGHWAY, AS SHOWN ON SAID MAPS (499M20 / 508M43); THENCE, ALONG SAID EASTERLY LINE OF PORT CHICAGO HIGHWAY, NORTH 20°54'22" WEST 47.00 FEET TO THE NORTHWEST CORNER OF THE "TRANSFER PARCEL" AS DESCRIBED IN EXHIBIT A OF THIS DEED; THENCE, LEAVING SAID EASTERLY LINE OF PORT CHICAGO HIGHWAY AND ALONG THE NORTHERLY LINE OF SAID "TRANSFER PARCEL", NORTH 69°05'38" EAST 15.00 FEET; THENCE, LEAVING SAID NORTHERLY LINE, SOUTH 20°54'22" EAST 47.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 2 (499M20 / 508M43); THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID LOT 2 (499M20 / 508M43), SOUTH 69°05'38" WEST 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 705 SQUARE FEET, MORE OR LESS.

PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT:

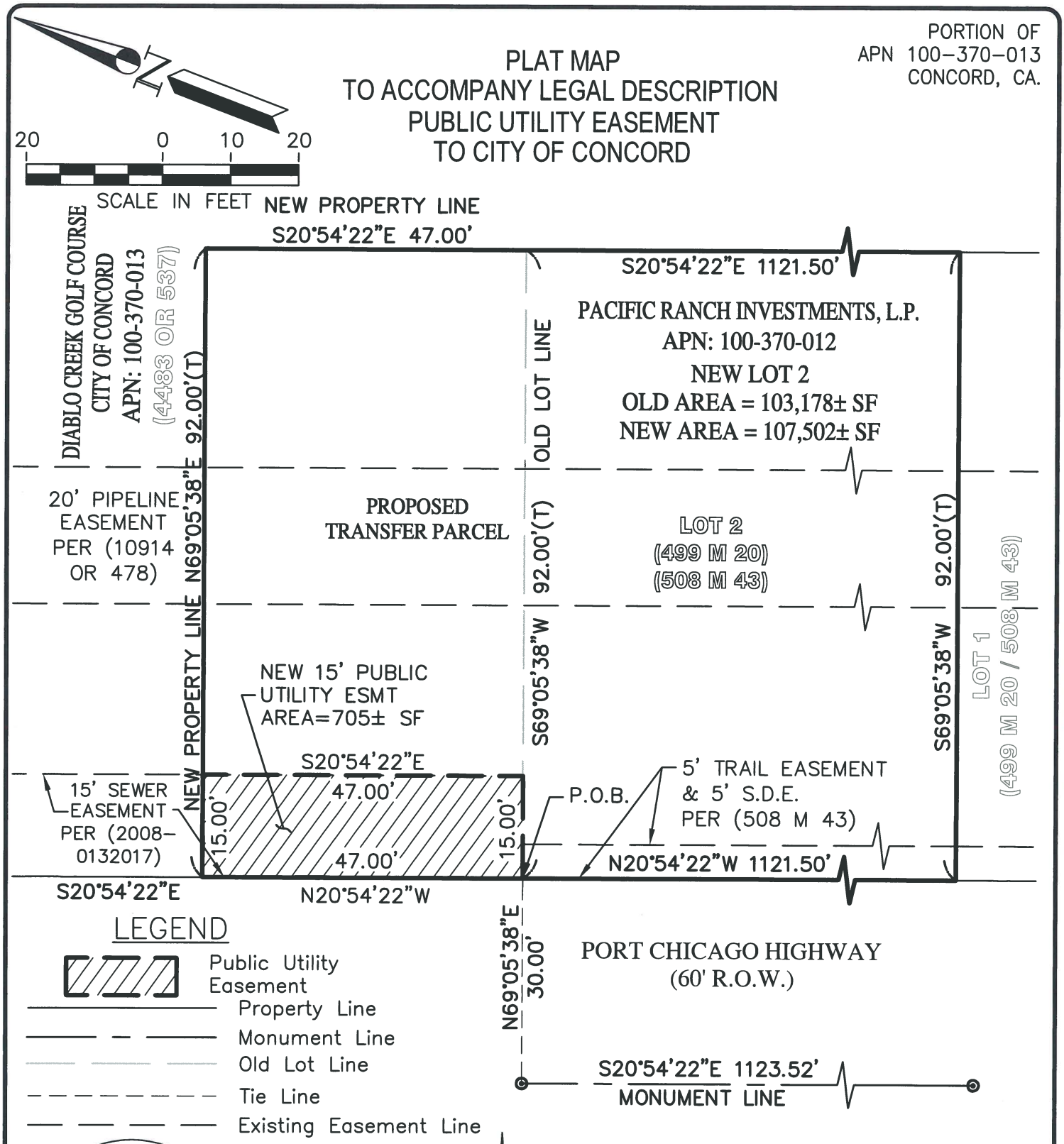
10/03/2016

LICENSED LAND SURVEYOR
CHRISTINE M. LEPTIEN-PARKS
No. 7893
STATE OF CALIFORNIA

LCC ENGINEERING & SURVEYING, INC.
930 ESTUDILLO STREET
MARTINEZ, CA 94553
925-228-4218

PORTION OF
APN 100-370-013
CONCORD, CA.

PLAT MAP
TO ACCOMPANY LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT
TO CITY OF CONCORD



LEGEND

- Public Utility Easement
- Property Line
- Monument Line
- Old Lot Line
- Tie Line
- Existing Easement Line

LICENSED LAND SURVEYOR
CHRISTINE M. LEPTIEN-PARKS
No. 7893
STATE OF CALIFORNIA

10/03/2016
DATE

LCC ENGINEERING & SURVEYING, INC.
930 Estudillo Street
Martinez, California 94553-1620
(925) 228-4218 Fax (925) 228-4638
www.lcc-inc.com

September 2016
LCC JOB No. 2016.109.00

SHEET 1 of 1

PORTION OF
APN 100-370-013
CONCORD, CA

LEGAL DESCRIPTION

PUBLIC ACCESS EASEMENT
TO CITY OF CONCORD

PUBLIC ACCESS EASEMENT

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF CONCORD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

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CONTAINING AN AREA OF 329 SQUARE FEET, MORE OR LESS.

PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT:

10/03/2016

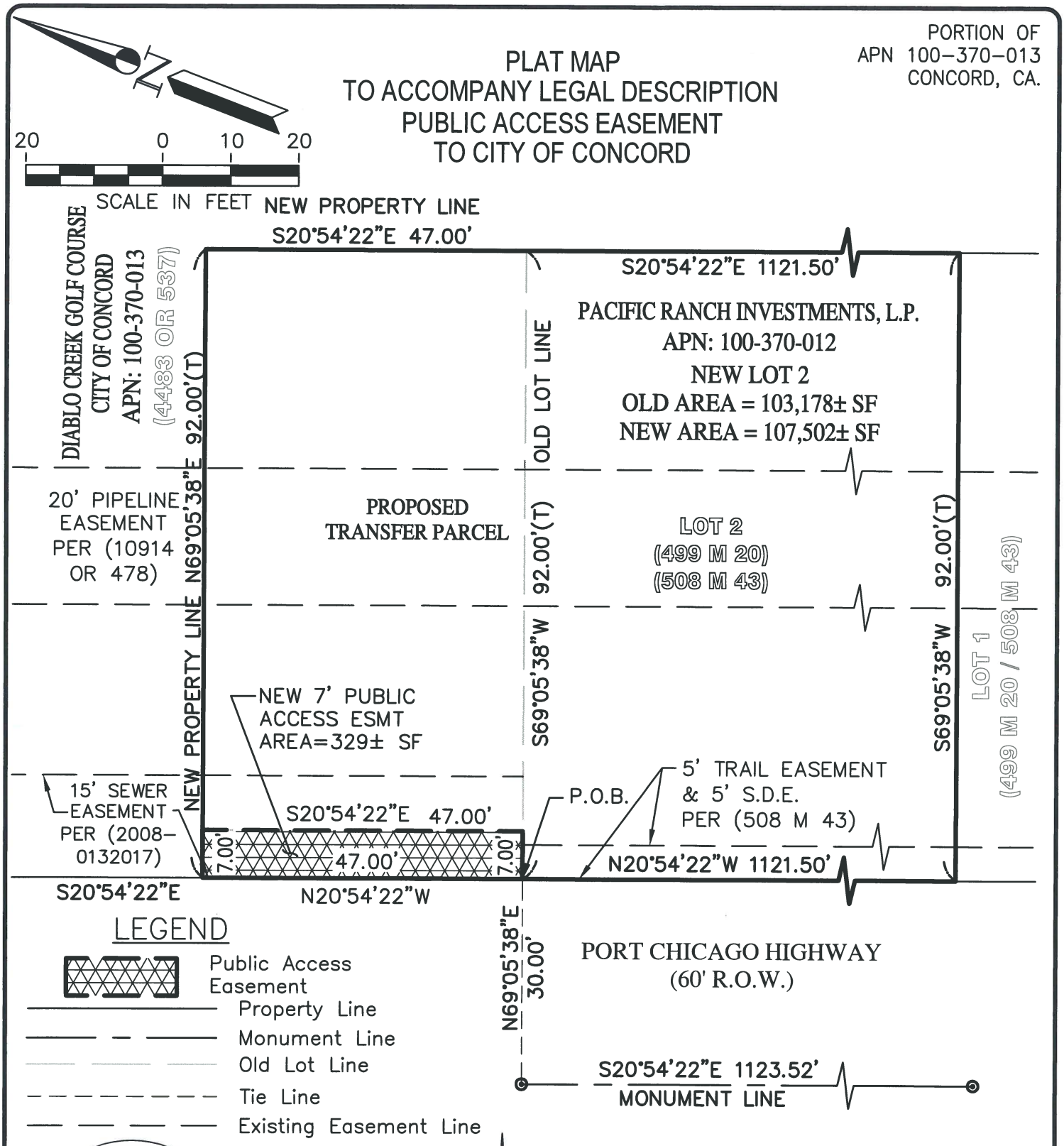
LICENSED LAND SURVEYOR
CHRISTINE M. LEPTIEN-PARKS
No. 7893
STATE OF CALIFORNIA

LCC ENGINEERING & SURVEYING, INC.
930 ESTUDILLO STREET
MARTINEZ, CA 94553
925-228-4218

EXHIBIT A-8

PORTION OF
APN 100-370-013
CONCORD, CA.

PLAT MAP
TO ACCOMPANY LEGAL DESCRIPTION
PUBLIC ACCESS EASEMENT
TO CITY OF CONCORD



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September 2016
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SHEET 1 of 1

BEFORE THE PLANNING COMMISSION
OF THE CITY OF CONCORD,
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CONCORD FINDING THAT THE POTENTIAL SALE OF A PORTION OF CITY-OWNED PROPERTY AT 4050 PORT CHICAGO HIGHWAY (APN 100-370-013) SUPPORTS AND IS CONSISTENT WITH THE GENERAL PLAN

Resolution No. 16-23PC

WHEREAS, Pacific Ranch Investments ('Potential Buyer'), has requested a purchase of the property for development as a parking lot to serve the Potential Buyer's adjacent and existing office buildings at 4080 Port Chicago Highway, zoned "Office Business Park" (OBP); and

WHEREAS, the City of Concord ('City') owns the real property generally located on the east side of Port Chicago Highway that includes Diablo Creek Golf Course (APN 100-370-013), that is approximately 4,342 square feet in size and is zoned "Parks and Recreation" ("City Property"), which makes up a portion of the property proposed to be bought by Potential Buyer; and

WHEREAS, Potential Buyer desires to acquire the City Property from the City and seeks a lot line adjustment pursuant to Government Code Section 66412(d) to develop the Project; and

WHEREAS, once a lot line adjustment of the parcels has occurred, the subject Property would be divided into two zoning districts: Parks and Recreation and OBP; and

WHEREAS, pursuant to Concord Municipal Code Section 18.14.040(A), the City Property may thereafter be used to serve as a parking lot for the Potential Buyer's adjacent office buildings located at 4080 Port Chicago Highway; and

WHEREAS, the City Property is a vacant, unimproved rectangular portion of land that is part of the parcel that includes the City-owned Diablo Creek Golf Course. Due to its size, location and existing easements for utilities and infrastructure access, the City Property is not part of the functioning part of the Golf Course, nor is it anticipated that it will be necessary for future use or

development by the Golf Course.

WHEREAS, pursuant to Government Code Section 65402(a), prior to the disposition of City Property, the Planning Commission must make a finding that the sale of property is consistent with the General Plan; and

WHEREAS, on August 17, 2016, the Commission held a duly noticed public hearing on the consistency of the potential sale of the property with the General Plan; and

WHEREAS, on August 17, 2016, the Commission considered the staff report, oral and written, and testimony and materials presented by all those wishing to be heard on this Project; and

WHEREAS, the Commission has determined that sale of the City Property would further the purposes of and appropriately implement the City of Concord General Plan.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Planning Commission finds that the above recitals are accurate and constitute findings in this matter and, together with the August 17, 2016 Staff Report and the application materials, and all other documents, reports, studies, memoranda, maps, oral and written testimony, and materials in the City's file for the applications and the Project, and all adopted City planning documents relating to the Project and the property including the City's General Plan, Municipal Code, and other applicable City laws and regulations, and all associated approved and certified environmental documents, have together served as an adequate and appropriate evidentiary basis for the findings and actions set forth in this Resolution.

Section 2. The Planning Commission finds that the proposed sale of the City Property is consistent with the City of Concord General Plan.

Section 3. This Resolution is effective upon its adoption.

* * *

Passed and adopted this 17th day of August, 2016, by the following vote:

AYES: Commissioners Laub, Aliano, Anderson, Barbour, Obringer

NOES: None

ABSTAIN: None

ABSENT: None

LAURA SIMPSON, AICP
Secretary to the Planning Commission