

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

DEPT: Public Works *mk*

BOARD AGENDA # \*C-4

Urgent  Routine

AGENDA DATE July 21, 2009

CEO Concur with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Summarily Vacate a Portion of Cloutier Drive as a Public Highway in the Town of Salida and the Disposition of this County Owned Property to the Adjacent Landowners

STAFF RECOMMENDATIONS:

Pursuant to the Street and Highway Codes 8334, 8335 and 8355:

1. Adopt the attached Resolution summarily vacating that portion of Cloutier Drive, as described in and delineated in Exhibit "A" and Exhibit "B" attached.
2. Find based on the reasons stated in this report that the northerly portion of Cloutier Drive, in the Town of Salida, described herein is not required for street or highway purposes.
3. Find that easements for the existing in-place public utilities will be retained.

(Continued on Page 2 )

FISCAL IMPACT:

The funds from the sale of any of this property shall be deposited in the Public Works Road Fund. The total area to be sold is 1.74 acres generating approximately \$34,073 in proceeds.

BOARD ACTION AS FOLLOWS:

No. 2009-501

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa  
and approved by the following vote,  
Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini  
Noes: Supervisors: None  
Excused or Absent: Supervisors: None  
Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) \_\_\_\_\_ Denied
- 3) \_\_\_\_\_ Approved as amended
- 4) \_\_\_\_\_ Other:

MOTION:

ATTEST:

*Elizabeth A. King*  
ELIZABETH A. KING, Assistant Clerk

File No.

Approval to Summarily Vacate a Portion of Cloutier Drive as a Public Highway in the Town of Salida and the Disposition of this County Owned Property to the Adjacent Landowners

4. Authorize the Chairman of the Board of Supervisors to sign with notary, the Grant Deeds as submitted, conveying the fee title portion to the adjoining landowners for the appraised fair market value of \$0.45 per square foot as determined by the Appraisal and Valuation Analysis performed by W. G. Bartha and Associates. See Exhibit "C".
5. Provide a certified copy of the Resolution and exhibits to the Department of Public Works for recording.
6. Provide copies of the signed Grant Deeds conveying fee title to the adjacent landowners as submitted to the Department of Public Works for recording and indexing.

**DISCUSSION:**

In accordance with Section 8334(a) of the Streets and Highways Code, the legislative body of the local agency may summarily vacate an excess right of way of a street or highway not required for street or highway purposes. Also, in accordance with Section 8355(a) of the Streets and Highways Code, the legislative body may sell or exchange the property owned by them in the manner, and upon the terms and conditions, approved by the legislative body.

This vacation is being pursued by Stanislaus County's Public Works Department and the Salida Municipal Advisory Council as part of the effort to improve the community of Salida.

As part of the Salida Boulevard Corridor Development Plan, this portion of Cloutier Drive lying northerly of Broadway Avenue is not needed for public use and is considered excess right-of-way. Approved access onto Salida Boulevard will be provided to the adjacent parcels by the Department Public Works. Easements will be retained for all in-place utilities as requested from each utility company.

The Department of Public Works, along with Supervisor Jeff Grover have conducted meetings with the constituents of this community. They have agreed that this action will facilitate the improved corridor image and increase safety within this community.

**POLICY ISSUES:**

The Board should consider if this action is consistent with their priorities of providing a well-planned infrastructure system and a safe community. Furthermore, Street and Highway Codes 8334(a) and 8355(a) provides the Board the authority to summarily vacate and sell or exchange excess right-of-way not required for street or highway purposes.

Approval to Summarily Vacate a Portion of Cloutier Drive as a Public Highway in the Town of Salida and the Disposition of this County Owned Property to the Adjacent Landowners

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

LF/FV/RM:lc

G:\Survey\Abandonment\Cloutier Drive-Salida\CLOUTIER NORTH\Cloutier Board Item7-21-09

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
STATE OF CALIFORNIA

Date: July 21, 2009

No. 2009-501

On motion of Supervisor Monteith Seconded by Supervisor Chiesa  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

Item # \*C-4

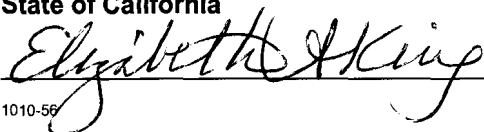
THE FOLLOWING RESOLUTION WAS ADOPTED:

**APPROVAL TO SUMMARILY VACATE A PORTION OF CLOUTIER DRIVE  
LOCATED IN THE TOWN OF SALIDA**

BE IT RESOLVED, that the Board of Supervisors, of the County of Stanislaus, State of California, hereby finds and determines as follows:

1. The vacation of the excess road right-of-way described herein below is made under Chapter 4, part 3, of Division 9 of the California Street and Highway Code (Sections 8330 through 8336).
2. The excess road right-of-way to be vacated is a portion of Cloutier Drive in the community of Salida, and is more particularly described in Exhibit "A" attached hereto and shown on the precise map attached hereto as Exhibit "B".
3. The excess street right-of-way to be vacated hereby is not required for street or highway purposes. The County has provided alternate traffic flow routes creating this excess roadway. Furthermore this will facilitate the County's ongoing corridor development plan for this community. The in-place public utilities within the vacation area will be provided with access easements.
4. That from and after the date this resolution is recorded by the County, the vacated excess road right-of-way herein described no longer constitutes a street or highway.

ATTEST: **CHRISTINE FERRARO TALLMAN, Clerk**  
**Stanislaus County Board of Supervisors,**  
**State of California**

  
\_\_\_\_\_

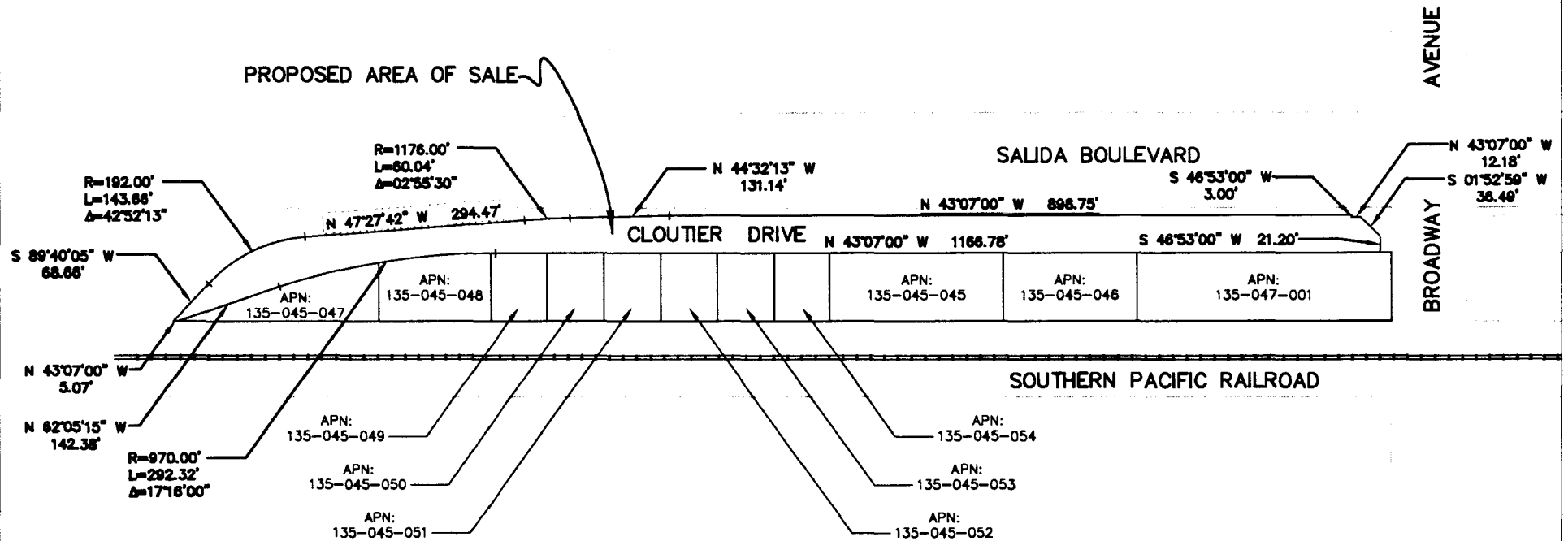
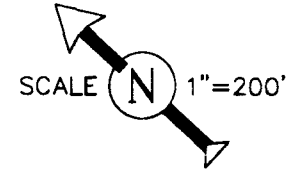
## EXHIBIT "A"

Being a portion of the Northwest Quarter of Section 3 of Township 3 South, Range 8 East, Mount Diablo Base and Meridian, in the County of Stanislaus, California described as follows:

Commencing at the intersection of the northwesterly right-of-way of Broadway Avenue with the southwesterly right-of-way of Cloutier Drive, said point being the easterly corner of the J L Bray & Sons parcel identified as Instrument Number 20511-91 Stanislaus County records. Thence North  $43^{\circ} 07' 00''$  West, 15.00 feet to the True Point of Beginning. Thence continuing along said southwesterly right-of-way of Cloutier Drive, North  $43^{\circ} 07' 00''$  West, 1166.78 feet to the beginning of a curve concave to the southwest with a central angle of  $17^{\circ} 16' 00''$  and a radius of 970.00 feet, thence along said curve, an arc distance of 292.32 feet, thence North  $62^{\circ} 05' 15''$  West, 142.38 feet, thence North  $43^{\circ} 07' 00''$  West, 5.07 feet to the intersection of the southerly right-of-way of Kiernan Boulevard, thence along said right-of-way North  $89^{\circ} 40' 05''$  East, 68.66 feet to the beginning of a curve concave to the southwest having a central angle of  $42^{\circ} 52' 13''$  and a radius of 192.00 feet, , thence leaving said right-of-way, along said curve an arc distance of 143.66 feet, thence South  $47^{\circ} 27' 42''$  East, 294.47 feet to the beginning of a curve concave to the southwest having a central angle of  $2^{\circ} 25' 30''$  and a radius of 1176.00 feet, thence along said curve an arc distance of 60.04 feet, thence South  $44^{\circ} 32' 13''$  East, 131.14 feet, thence South  $43^{\circ} 07' 00''$  East, 898.75 feet, thence South  $46^{\circ} 53' 00''$  West, 3.00 feet, thence South  $43^{\circ} 07' 00''$  East, 12.18 feet, thence South  $01^{\circ} 52' 59''$  West, 36.49 feet, thence South  $46^{\circ} 53' 00''$  West, 21.20 feet to the True Point of Beginning.

Reserving therefrom for the benefit of the existing utilities, a Public Utility Easement, and any rights necessary to maintain, operate, replace, remove or renew the public utility facilities, including any necessary rights of access over and across the above described vacation.

# EXHIBIT "B"



## ABANDONED PORTION OF NORTH SECTION CLOUTIER DRIVE N ½ SECTION 3 T.3 S. R.8 E.



**Summary of Important Conclusions:**

1. Property Location: A portion of Cloutier Drive, town of Salida, CA.
2. Ownership: Stanislaus County.
3. Property Rights Appraised: Fee simple interest.
4. Assessor's Parcel No.: Not available.
5. Subject Site Size: 1.67 +/- acres or 72,745 +/- square feet of land area.
6. Building Improvements: None.
7. Topography: Level, at grade.
8. Drainage: Appears adequate.
9. Zoning: General Commercial – Stanislaus County.
10. Highest and Best Use: Abandonment and roadway buitification.
11. Utilities: All necessary public utilities are present and available.
12. Map Reference: Local county map.
13. Wetlands: Not located in a designated wetland area.
14. Earthquake Zone: Not located within an Alquist-Priolo Special Studies Zone.
15. Estimated Exposure Time: Not applicable.
16. Appraiser's Opinion of the Market Value, as of November 29, 2007: **\$32,735**
17. Date of Inspection: November 29, 2007.
18. Date of Valuation: November 29, 2007.

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (The "Agreement") is made and entered into this 17<sup>th</sup> day of May, 2010, by and between the COUNTY OF STANISLAUS, a political corporation (hereafter "Seller") and J.L. BRAY & SONS, INC., ( hereafter "Purchaser").

### RECITALS

A. Seller is the owner of real property located in the County of Stanislaus, commonly known as a portion of Cloutier Drive and lying adjacent to Assessor's Parcel Number 135-047-001, and more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto (hereafter the "Property").

B. As of the date of this Agreement, the Property is vacant, having no buildings or structures thereon.

C. In July 2009, Seller abandoned that portion of Cloutier Drive and declared the Property as surplus property and Seller desires to sell the Property on terms and conditions in this Agreement.

D. Purchaser desires to purchase the Property on terms and conditions in this Agreement.

### SECTION 1. RECITALS:

The foregoing recitals are part of this Agreement.

### SECTION 2. PURCHASE AND SALE:

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees to sell and Purchaser agrees to purchase the Property under the terms and conditions of this Agreement.

### SECTION 3. PURCHASE PRICE:

The full purchase price of \$6,998.71 for the Property is based on \$0.45 per square foot as described in Exhibit A and shown on Exhibit B attached hereto and being a part of this agreement.

### SECTION 4. PAYMENT:



Purchaser shall pay the entire Purchase Price to Seller through Stanislaus County's Department of Public Works.

SECTION 5. CONVEYANCE OF TITLE:

Seller agrees to convey and grant to Purchaser, and Purchaser agrees to accept, subject to the conditions set forth herein, title to the property by Grant Deed.

SECTION 6. SELLER'S REPRESENTATIONS:

Seller represents to Purchaser that:

(i) Seller owns the Property free and clear of all liens, leases, claims, encumbrances and encroachments not disclosed by the public record. Except as disclosed herein, Seller has no knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than Seller.

(ii) No litigation, and no governmental, administrative, or regulatory act or proceeding is pending or, to the best of Seller's knowledge, proposed, threatened, or anticipated with respect to the Seller, or with respect to any other matter affecting the Property or its condition.

(iii) To the best of Seller's knowledge, Seller has received no written notice of any hazardous materials located on, under or about the Property.

(iv) To the best of Seller's knowledge, Seller has received no written notice of any currently outstanding violations of any federal, state, county or municipal law, ordinance, order, regulation, or requirement involving or affecting the Property.

(v) Prior to Closing, Seller shall, at its sole cost and expense, and subject to Purchaser's reasonable satisfaction, maintain the Property in good repair and in the same condition as of the date of this Agreement, reasonable wear and tear excepted.

SECTION 7. RELEASE:

From and after Closing, Purchaser hereby waives, releases, remises, acquits, and forever discharges Seller, its officers, employees, and agents, and their respective heirs, successors and assigns, of and from any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees, and expenses of whatever kind and nature, in law or in equity, known or unknown, which Purchaser ever had, now has, hereafter can, shall or may acquire or possess, arising out of or in any way connected with, (1) Seller's use, maintenance, ownership and operation of the Property prior to Closing, or (2) the condition, status, suitability, quality, nature, contamination or environmental state of the Property.

It is the intention of this Section that any and all responsibilities and obligations of Seller, and any and all rights or claims of Purchaser, its successors and assigns and affiliated entities, arising by virtue of the physical or environmental condition of the Property as well as the effect of zoning and any land use and environmental laws, regulations and ordinances affecting the Property and its use are by this release provision declared null and void and of no present or future effect to such parties. Purchaser agrees to waive the benefits of section 1542 of the California Civil Code, which provides as follows:

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 8. INDEMNITY:

Purchaser shall, to the maximum extent permitted by law save, defend, indemnify and hold harmless Seller, its officials, employees and agents and their respective heirs, successors and assigns (collectively the "Indemnified Parties") from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, penalties, punitive damages, losses, costs, liabilities, interest, attorney's fees, including but not limited to any such fees and expenses incurred in enforcing this indemnity provision, resulting from, arising out of or in any way connected with injury to or the death of any persons (including, without limitation any Indemnified Party) or physical damage to property of any kind wherever located and by whomever owned (including, without limitation any Indemnified Party) arising out of or in any way connected with Seller's ownership or use of the Property.

SECTION 9. "AS IS":

Purchaser acknowledges and agrees that the Property is to be sold and conveyed to, and accepted by Purchaser, in an "as is" condition with all faults. Purchaser has investigated and has knowledge of operative or proposed governmental laws and regulations, including but not limited to, zoning, environmental and land use laws and regulations, to which the Property is or may be subject and accepts the Property solely upon the basis of its review and determination of the applicability and effect of such laws and regulations. Purchaser acknowledges that they are entering into this Agreement on the basis of Purchaser's own investigation and knowledge as to (1) the prior uses of the Property, (2) the physical and environmental conditions of the Property, including soils and other subsurface conditions, (3) the utilities, zoning, maps, permits, engineering data and laws, regulations and ordinances affecting the suitability of the Property for intended uses. Purchaser expressly assumes the risk that adverse physical and environmental conditions may not have been revealed by Purchaser's own investigation. Purchaser further acknowledges that Seller, its agents and employees have made no representations or warranty of any kind in connection with any matter relating to the condition, fitness, suitability, readiness or

zoning of the Property upon which Purchaser has relied directly or indirectly for any purpose. Purchaser hereby waives, releases, remises, acquits and forever discharges Seller, Seller's employees, agents and officials of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser now has or which may arise in the future on the account of or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto.

**SECTION 10. SURVIVAL OF PROVISIONS:**

Purchaser acknowledges, understands and agrees that the provisions of Sections 7 (Release), Section 8 (Indemnity) and Section 9 ( "As-Is") herein shall survive the completion of this Agreement or any termination of this Agreement.

**SECTION 11. CONDITIONS TO PURCHASER'S PERFORMANCE:**

Purchaser's obligation to perform under this Agreement is subject to the following condition:

(a) Seller's representations and warranties in this Agreement being correct as of the date of this Agreement and at completion of this Agreement.

**SECTION 12. CONDITIONS TO SELLER'S PERFORMANCE:**

Seller's obligation to perform under this Agreement is subject to the following conditions:

(a) Purchaser's representations and warranties in this Agreement being correct as of the date of this Agreement.

(b) Purchaser's performance of all of the obligations which it is required to perform pursuant to this Agreement.

(c) Purchaser(s) is/are current owner(s) of property adjacent to property described in Exhibits "A" and "B".

**SECTION 13. SELLER'S COVENANTS:**

Commencing with the full execution of this Agreement by both parties and until Close of Escrow:

(a) Seller shall not permit any liens, encumbrances, or easements to be placed on the property, other than the Approved Exceptions, nor shall Seller enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Purchaser or the Property after the Close of escrow without

the prior written consent of Purchaser.

(b) Seller shall not permit any act of waste or act that would tend to diminish the value of the property for any reason, except that caused by ordinary wear and tear.

SECTION 14. PURCHASER'S REPRESENTATIONS AND WARRANTIES:

Purchaser represents and warrants as follows:

(a) Purchaser has full power and authority to enter into and perform this Agreement. The execution, delivery and performance of this Agreement by Purchaser have been duly authorized by all necessary actions on the part of Purchaser, and all required consents or approvals of Purchaser have been duly obtained. This Agreement is a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(b) The documents executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Purchaser.

(c) Purchaser acknowledges and agrees that it has not relied upon any representations by Seller with respect to (1) the condition of the Property or (2) the suitability of the Property, including physical condition, access, zoning, environmental matters, permits, utilities, code compliance, or any other matter affecting the Property or any use intended of the property by Purchaser. Purchaser acknowledges, understands and agrees it is Purchaser's obligation and responsibility to satisfy itself concerning these issues. Purchaser further acknowledges that the execution of this Agreement in no way limits the discretion of Seller in the permit and approval process in connection with development, rehabilitation and use of the Property by Purchaser.

SECTION 15. ENTIRE AGREEMENT:

This Agreement and the documents referenced herein contain the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

SECTION 16. AMENDMENTS:

This Agreement, including any exhibits hereto, shall not be amended or changed except in writing, signed by the parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.

SECTION 17. NO ASSIGNMENT:

Purchaser shall not have the right to assign this Agreement or any of its rights or interests under this Agreement to any party without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Any unauthorized assignment shall be void.

SECTION 18. WAIVER(S):

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed a waiver of any other breach of the same or any other provision or covenant in this Agreement, including the time for performance of any such provision. An extension of time for performance of any obligation or act shall not be deemed an extension of time for performance of any other obligation or act.

The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

SECTION 19. BROKERS:

Purchaser and Seller each represents to the other that no realtor or broker has been retained, consulted or involved in connection with or negotiating this transaction. Each party agrees to defend, indemnify, and hold harmless the other party from any claims, expenses, costs, or liabilities arising in connection with a breach of that party's representations in this section.

SECTION 20. SUCCESSORS:

Subject to the terms of Section 17, Prohibiting Purchaser's Assignment, this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors and assigns.

SECTION 21. DISCRETION RETAINED BY SELLER:

Seller's execution of this Agreement in no way limits the discretion of Seller in the exercise of its municipal functions, including but limited to its police powers and its authority in land use regulation, entitlements, and the permit and approval process in connection with the development, use and rehabilitation of the Property.

SECTION 22. APPROVAL:

Purchaser acknowledges, understands and agrees that this Agreement is subject to the approval by the County Board of Supervisors and this Agreement shall have no force or effect unless and until such approval by the County's Board of Supervisors is obtained.

**SECTION 23. GOVERNING LAW:**

This Agreement shall be interpreted under and be governed by the laws of the State of California.

**SECTION 24. NOTICES:**

All notices permitted or required to be given under this Agreement or which either Seller or Purchaser desires to serve upon the other shall be in writing and shall be deemed duly given and effective (a) on actual delivery if delivery is by personal delivery, or (b) five (5) days after delivery in the United States Mail if delivery is by postage prepaid, to respective addresses as set forth below or to any other address as may be designated by a party:

**SELLER:**

By Personal Delivery

County of Stanislaus  
Attn: Larry Fontana, Assistant Engineer  
Public Works Department, Suite 3500  
1010 10<sup>th</sup> Street  
Modesto, CA 95354

By Mail

Department of Public Works  
Attn: Larry Fontana, Assistant Engineer  
1010 10<sup>th</sup> Street, Ste. 3500  
Modesto, CA 95354

**PURCHASER:**

By Personal Delivery

JL Bray & Sons, Inc.  
4501 Broadway, Inc.  
Salida, CA 95368

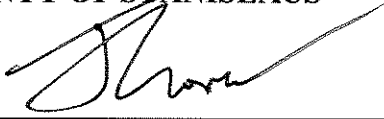
By Mail

JL Bray & Sons, Inc.  
P.O. Box L  
Salida, CA 95368

**SIGNATURES ON FOLLOWING PAGE**

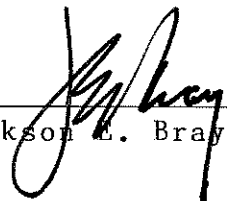
IN WITNESS WHEREOF, the County of Stanislaus, a political corporation, has authorized the execution of this Agreement by its Board of Supervisors and attestation by its Clerk of the Board, by Resolution No. 2009-501. Adopted by the County of Stanislaus on the 21st Day of July, 2009, and Purchaser has caused this Agreement to be duly executed.

**COUNTY OF STANISLAUS**

By:   
Jeff Grover  
Chairman of the Board of Supervisors

“Seller”

**J L BRAY & SONS, INC.**

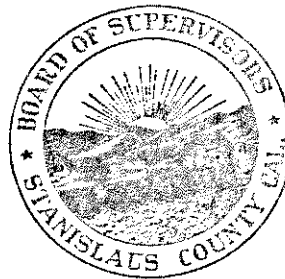
  
Jackson L. Bray, President

“Purchaser”

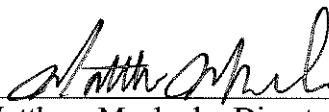
**ATTEST:**

Christine Ferraro Tallman  
Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California

By:   
Deputy Clerk

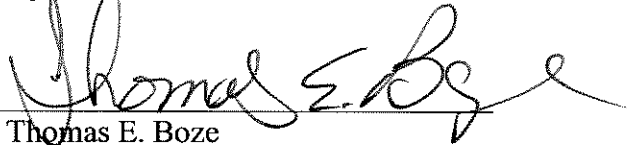


**APPROVED AS TO CONTENT:**

By:   
Matthew Machado, Director  
Public Works Department

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

**NO FEE**  
**RECORDING REQUESTED BY:**  
BOARD OF SUPERVISORS

ROAD NAME Cloutier Drive

**RETURN TO:**  
STANISLAUS COUNTY  
DEPARTMENT OF PUBLIC WORKS

A.P.N. 135-047-001 (adjacent)

## **GRANT DEED**

### **Portion of abandoned Cloutier Drive**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

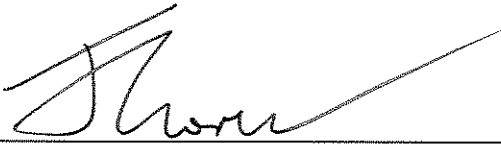
THE COUNTY OF STANISLAUS, a political corporation and/or governmental agency does hereby grant to;

J. L. Bray & Sons Incorporated,

all of it's right, title, and interest in the real property situated in an unincorporated area of Stanislaus County, California, described as follows:

SEE ATTACHED EXHIBITS "A" AND "B" ATTACHED HERETO AND INCORPORATED  
HEREIN BY THIS REFERENCE

Executed on May 17, 2010, at Modesto, California

(Sign)   
\_\_\_\_\_  
Chairman of the Board of Supervisors

(Print) Jeff Grover

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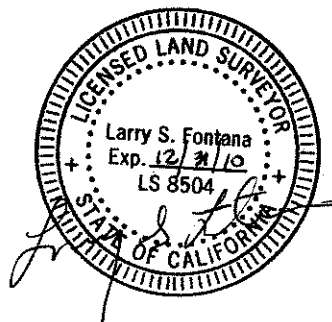
## EXHIBIT "A"

Being a portion of the Northwest Quarter of Section 3 of Township 3 South, Range 8 East, Mount Diablo Base and Meridian, in the County of Stanislaus, California described as follows:

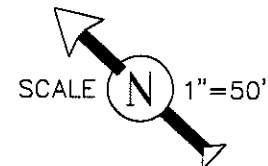
Commencing at the intersection of the northwesterly right-of-way of Broadway Avenue with the southwesterly right-of-way of Cloutier Drive, said point being the easterly corner of the J L Bray & Sons parcel identified as Instrument Number 20511-91 Stanislaus County records. Thence North 43° 07' 00" West, 15.00 feet to the True Point of Beginning. Thence continuing along said Southwesterly right-of-way of Cloutier Drive, North 43° 07' 00" West, 319.99 feet to the easterly corner of Parcel B as shown in Book 48 of Parcel Maps, Page 85, Stanislaus County Records. Thence leaving said right-of-way, North 46° 53' 00" East, 50.00 feet, thence South 43° 07' 00" East, 282.00 feet, thence South 46° 53' 00" West, 3.00 feet, thence South 43° 07' 00" East, 12.18 feet, thence South 01° 52' 59" West, 36.49 feet, thence South 46° 53' 00" West, 21.20 feet to the True Point of Beginning.

Having an area of 15,552.69 Square feet.

A.P.N. 135-047-001

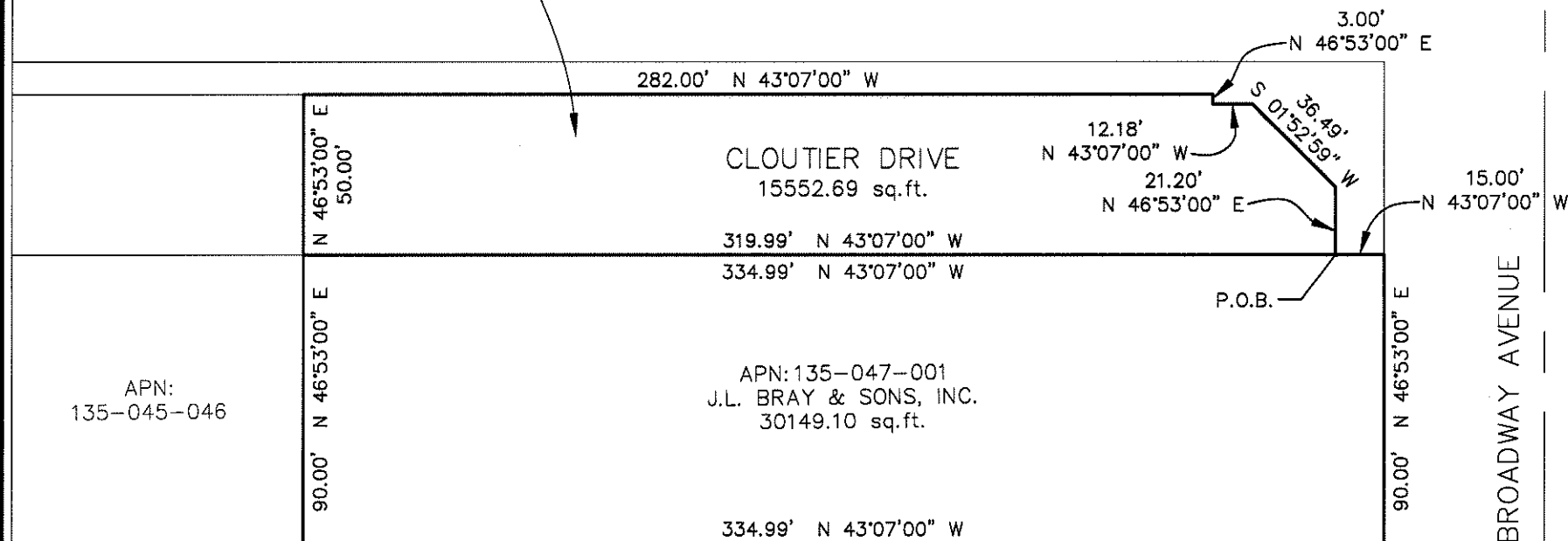


# EXHIBIT "B"

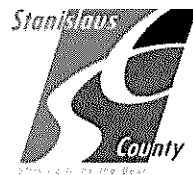


PROPOSED AREA OF SALE

SALIDA BOULEVARD



SOUTHERN PACIFIC RAILROAD



## PROPOSED SALE ABANDONED PORTION OF CLOUTIER DRIVE

N 1/2 SECTION 3 T.3 S. R.8 E.  
CLOUTIER DRIVE  
APN: 135-047-001



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )  
COUNTY OF Stanislaus )

On 5-17-10 before me, Keimi Espinoza, Notary Public  
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, Jeff Grover

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

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

WITNESS my hand and official seal.



Keimi Espinoza (SEAL)  
NOTARY PUBLIC SIGNATURE

**OPTIONAL INFORMATION**

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT Grant Deed

DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES 24

SIGNERS(S) OTHER THAN NAMED ABOVE Keimi

SIGNER'S NAME \_\_\_\_\_ SIGNER'S NAME \_\_\_\_\_

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Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
**DOC- 2010-0044713-00**

Thursday, MAY 20, 2010 15:46:59  
Ttl Pd \$0.00 Nbr-0002895338  
OGM/R2/1-12

BOARD OF SUPERVISORS

2010 JUN 28 'A 11:11

**NO FEE**  
**RECORDING REQUESTED BY:**  
BOARD OF SUPERVISORS

ROAD NAME Cloutier Drive

A.P.N. 135-047-001 (adjacent)

**RETURN TO:**  
STANISLAUS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
1010 10TH STREET, SUITE 3500  
MODESTO CA. 95354

## GRANT DEED

### Portion of abandoned Cloutier Drive

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE COUNTY OF STANISLAUS, a political corporation and/or governmental agency does hereby grant to;

J. L. Bray & Sons Incorporated,

all of it's right, title, and interest in the real property situated in an unincorporated area of Stanislaus County, California, described as follows:

SEE ATTACHED EXHIBITS "A" AND "B" ATTACHED HERETO AND INCORPORATED  
HEREN BY THIS REFERENCE *+ EXHIBIT "C"*

Executed on May 17, 2010, at Modesto, California

(Sign)   
Chairman of the Board of Supervisors

(Print) Jeff Grover

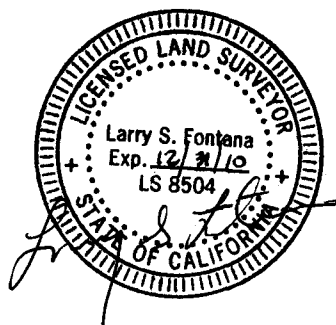
## EXHIBIT "A"

Being a portion of the Northwest Quarter of Section 3 of Township 3 South, Range 8 East, Mount Diablo Base and Meridian, in the County of Stanislaus, California described as follows:

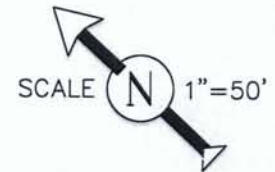
Commencing at the intersection of the northwesterly right-of-way of Broadway Avenue with the southwesterly right-of-way of Cloutier Drive, said point being the easterly corner of the J L Bray & Sons parcel identified as Instrument Number 20511-91 Stanislaus County records. Thence North 43° 07' 00" West, 15.00 feet to the True Point of Beginning. Thence continuing along said Southwesterly right-of-way of Cloutier Drive, North 43° 07' 00" West, 319.99 feet to the easterly corner of Parcel B as shown in Book 48 of Parcel Maps, Page 85, Stanislaus County Records. Thence leaving said right-of-way, North 46° 53' 00" East, 50.00 feet, thence South 43° 07' 00" East, 282.00 feet, thence South 46° 53' 00" West, 3.00 feet, thence South 43° 07' 00" East, 12.18 feet, thence South 01° 52' 59" West, 36.49 feet, thence South 46° 53' 00" West, 21.20 feet to the True Point of Beginning.

Having an area of 15,552.69 Square feet.

A.P.N. 135-047-001

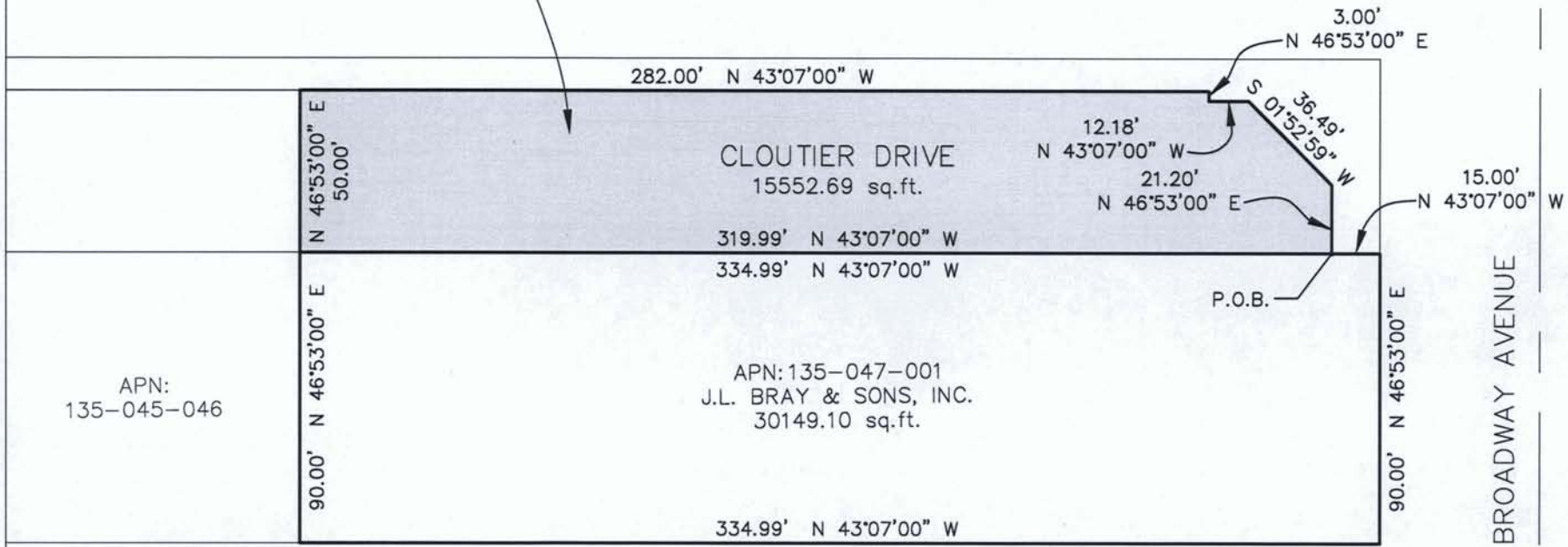


# EXHIBIT "B"



PROPOSED AREA OF SALE

SALIDA BOULEVARD



APN:  
135-045-046

APN: 135-047-001  
J.L. BRAY & SONS, INC.  
30149.10 sq.ft.

BROADWAY AVENUE

SOUTHERN PACIFIC RAILROAD



**PROPOSED SALE**  
**ABANDONED PORTION OF CLOUTIER DRIVE**  
 N ½ SECTION 3 T.3 S. R.8 E.  
 CLOUTIER DRIVE  
 APN: 135-047-001



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )  
COUNTY OF Stanislaus )

On 5-17-10 before me, Keimi Espinoza, Notary Public  
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, Jeff Grover

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

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

WITNESS my hand and official seal.



Keimi Espinoza (SEAL)  
NOTARY PUBLIC SIGNATURE

**OPTIONAL INFORMATION**

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT Grant Deed

DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES 24

SIGNERS(S) OTHER THAN NAMED ABOVE Keimi

SIGNER'S NAME \_\_\_\_\_ SIGNER'S NAME \_\_\_\_\_

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EXHIBIT 'C'

**PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement (The "Agreement") is made and entered into this 17<sup>th</sup> day of May, 2010, by and between the COUNTY OF STANISLAUS, a political corporation (hereafter "Seller") and J.L. BRAY & SONS, INC., ( hereafter "Purchaser").

RECITALS

A. Seller is the owner of real property located in the County of Stanislaus, commonly known as a portion of Cloutier Drive and lying adjacent to Assessor's Parcel Number 135-047-001, and more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto (hereafter the "Property").

B. As of the date of this Agreement, the Property is vacant, having no buildings or structures thereon.

C. In July 2009, Seller abandoned that portion of Cloutier Drive and declared the Property as surplus property and Seller desires to sell the Property on terms and conditions in this Agreement.

D. Purchaser desires to purchase the Property on terms and conditions in this Agreement.

SECTION 1. RECITALS:

The foregoing recitals are part of this Agreement.

SECTION 2. PURCHASE AND SALE:

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees to sell and Purchaser agrees to purchase the Property under the terms and conditions of this Agreement.

SECTION 3. PURCHASE PRICE:

The full purchase price of \$6,998.71 for the Property is based on \$0.45 per square foot as described in Exhibit A and shown on Exhibit B attached hereto and being a part of this agreement.

SECTION 4. PAYMENT:



Purchaser shall pay the entire Purchase Price to Seller through Stanislaus County's Department of Public Works.

SECTION 5. CONVEYANCE OF TITLE:

Seller agrees to convey and grant to Purchaser, and Purchaser agrees to accept, subject to the conditions set forth herein, title to the property by Grant Deed.

SECTION 6. SELLER'S REPRESENTATIONS:

Seller represents to Purchaser that:

(i) Seller owns the Property free and clear of all liens, leases, claims, encumbrances and encroachments not disclosed by the public record. Except as disclosed herein, Seller has no knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than Seller.

(ii) No litigation, and no governmental, administrative, or regulatory act or proceeding is pending or, to the best of Seller's knowledge, proposed, threatened, or anticipated with respect to the Seller, or with respect to any other matter affecting the Property or its condition.

(iii) To the best of Seller's knowledge, Seller has received no written notice of any hazardous materials located on, under or about the Property.

(iv) To the best of Seller's knowledge, Seller has received no written notice of any currently outstanding violations of any federal, state, county or municipal law, ordinance, order, regulation, or requirement involving or affecting the Property.

(v) Prior to Closing, Seller shall, at its sole cost and expense, and subject to Purchaser's reasonable satisfaction, maintain the Property in good repair and in the same condition as of the date of this Agreement, reasonable wear and tear excepted.

SECTION 7. RELEASE:

From and after Closing, Purchaser hereby waives, releases, remises, acquits, and forever discharges Seller, its officers, employees, and agents, and their respective heirs, successors and assigns, of and from any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees, and expenses of whatever kind and nature, in law or in equity, known or unknown, which Purchaser ever had, now has, hereafter can, shall or may acquire or possess, arising out of or in any way connected with, (1) Seller's use, maintenance, ownership and operation of the Property prior to Closing, or (2) the condition, status, suitability, quality, nature, contamination or environmental state of the Property.

It is the intention of this Section that any and all responsibilities and obligations of Seller, and any and all rights or claims of Purchaser, its successors and assigns and affiliated entities, arising by virtue of the physical or environmental condition of the Property as well as the effect of zoning and any land use and environmental laws, regulations and ordinances affecting the Property and its use are by this release provision declared null and void and of no present or future effect to such parties. Purchaser agrees to waive the benefits of section 1542 of the California Civil Code, which provides as follows:

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 8. INDEMNITY:

Purchaser shall, to the maximum extent permitted by law save, defend, indemnify and hold harmless Seller, its officials, employees and agents and their respective heirs, successors and assigns (collectively the "Indemnified Parties") from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, penalties, punitive damages, losses, costs, liabilities, interest, attorney's fees, including but not limited to any such fees and expenses incurred in enforcing this indemnity provision, resulting from, arising out of or in any way connected with injury to or the death of any persons (including, without limitation any Indemnified Party) or physical damage to property of any kind wherever located and by whomever owned (including, without limitation any Indemnified Party) arising out of or in any way connected with Seller's ownership or use of the Property.

SECTION 9. "AS IS":

Purchaser acknowledges and agrees that the Property is to be sold and conveyed to, and accepted by Purchaser, in an "as is" condition with all faults. Purchaser has investigated and has knowledge of operative or proposed governmental laws and regulations, including but not limited to, zoning, environmental and land use laws and regulations, to which the Property is or may be subject and accepts the Property solely upon the basis of its review and determination of the applicability and effect of such laws and regulations. Purchaser acknowledges that they are entering into this Agreement on the basis of Purchaser's own investigation and knowledge as to (1) the prior uses of the Property, (2) the physical and environmental conditions of the Property, including soils and other subsurface conditions, (3) the utilities, zoning, maps, permits, engineering data and laws, regulations and ordinances affecting the suitability of the Property for intended uses. Purchaser expressly assumes the risk that adverse physical and environmental conditions may not have been revealed by Purchaser's own investigation. Purchaser further acknowledges that Seller, its agents and employees have made no representations or warranty of any kind in connection with any matter relating to the condition, fitness, suitability, readiness or

zoning of the Property upon which Purchaser has relied directly or indirectly for any purpose. Purchaser hereby waives, releases, remises, acquits and forever discharges Seller, Seller's employees, agents and officials of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser now has or which may arise in the future on the account of or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto.

SECTION 10. SURVIVAL OF PROVISIONS:

Purchaser acknowledges, understands and agrees that the provisions of Sections 7 (Release), Section 8 (Indemnity) and Section 9 ("As-Is") herein shall survive the completion of this Agreement or any termination of this Agreement.

SECTION 11. CONDITIONS TO PURCHASER'S PERFORMANCE:

Purchaser's obligation to perform under this Agreement is subject to the following condition:

(a) Seller's representations and warranties in this Agreement being correct as of the date of this Agreement and at completion of this Agreement.

SECTION 12. CONDITIONS TO SELLER'S PERFORMANCE:

Seller's obligation to perform under this Agreement is subject to the following conditions:

(a) Purchaser's representations and warranties in this Agreement being correct as of the date of this Agreement.

(b) Purchaser's performance of all of the obligations which it is required to perform pursuant to this Agreement.

(c) Purchaser(s) is/are current owner(s) of property adjacent to property described in Exhibits "A" and "B".

SECTION 13. SELLER'S COVENANTS:

Commencing with the full execution of this Agreement by both parties and until Close of Escrow:

(a) Seller shall not permit any liens, encumbrances, or easements to be placed on the property, other than the Approved Exceptions, nor shall Seller enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Purchaser or the Property after the Close of escrow without

the prior written consent of Purchaser.

(b) Seller shall not permit any act of waste or act that would tend to diminish the value of the property for any reason, except that caused by ordinary wear and tear.

SECTION 14. PURCHASER'S REPRESENTATIONS AND WARRANTIES:

Purchaser represents and warrants as follows:

(a) Purchaser has full power and authority to enter into and perform this Agreement. The execution, delivery and performance of this Agreement by Purchaser have been duly authorized by all necessary actions on the part of Purchaser, and all required consents or approvals of Purchaser have been duly obtained. This Agreement is a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(b) The documents executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Purchaser.

(c) Purchaser acknowledges and agrees that it has not relied upon any representations by Seller with respect to (1) the condition of the Property or (2) the suitability of the Property, including physical condition, access, zoning, environmental matters, permits, utilities, code compliance, or any other matter affecting the Property or any use intended of the property by Purchaser. Purchaser acknowledges, understands and agrees it is Purchaser's obligation and responsibility to satisfy itself concerning these issues. Purchaser further acknowledges that the execution of this Agreement in no way limits the discretion of Seller in the permit and approval process in connection with development, rehabilitation and use of the Property by Purchaser.

SECTION 15. ENTIRE AGREEMENT:

This Agreement and the documents referenced herein contain the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

SECTION 16. AMENDMENTS:

This Agreement, including any exhibits hereto, shall not be amended or changed except in writing, signed by the parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.

SECTION 17. NO ASSIGNMENT:

Purchaser shall not have the right to assign this Agreement or any of its rights or interests under this Agreement to any party without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Any unauthorized assignment shall be void.

SECTION 18. WAIVER(S):

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed a waiver of any other breach of the same or any other provision or covenant in this Agreement, including the time for performance of any such provision. An extension of time for performance of any obligation or act shall not be deemed an extension of time for performance of any other obligation or act.

The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

SECTION 19. BROKERS:

Purchaser and Seller each represents to the other that no realtor or broker has been retained, consulted or involved in connection with or negotiating this transaction. Each party agrees to defend, indemnify, and hold harmless the other party from any claims, expenses, costs, or liabilities arising in connection with a breach of that party's representations in this section.

SECTION 20. SUCCESSORS:

Subject to the terms of Section 17, Prohibiting Purchaser's Assignment, this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors and assigns.

SECTION 21. DISCRETION RETAINED BY SELLER:

Seller's execution of this Agreement in no way limits the discretion of Seller in the exercise of its municipal functions, including but limited to its police powers and its authority in land use regulation, entitlements, and the permit and approval process in connection with the development, use and rehabilitation of the Property.

SECTION 22. APPROVAL:

Purchaser acknowledges, understands and agrees that this Agreement is subject to the approval by the County Board of Supervisors and this Agreement shall have no force or effect unless and until such approval by the County's Board of Supervisors is obtained.

**SECTION 23. GOVERNING LAW:**

This Agreement shall be interpreted under and be governed by the laws of the State of California.

**SECTION 24. NOTICES:**

All notices permitted or required to be given under this Agreement or which either Seller or Purchaser desires to serve upon the other shall be in writing and shall be deemed duly given and effective (a) on actual delivery if delivery is by personal delivery, or (b) five (5) days after delivery in the United States Mail if delivery is by postage prepaid, to respective addresses as set forth below or to any other address as may be designated by a party:

**SELLER:**

By Personal Delivery

County of Stanislaus  
Attn: Larry Fontana, Assistant Engineer  
Public Works Department, Suite 3500  
1010 10<sup>th</sup> Street  
Modesto, CA 95354

By Mail

Department of Public Works  
Attn: Larry Fontana, Assistant Engineer  
1010 10<sup>th</sup> Street, Ste. 3500  
Modesto, CA 95354

**PURCHASER:**

By Personal Delivery

JL Bray & Sons, Inc.  
4501 Broadway, Inc.  
Salida, CA 95368

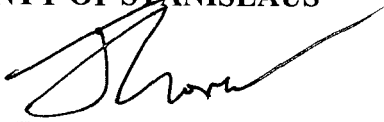
By Mail

JL Bray & Sons, Inc.  
P.O. Box L  
Salida, CA 95368

**SIGNATURES ON FOLLOWING PAGE**

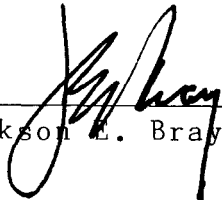
IN WITNESS WHEREOF, the County of Stanislaus, a political corporation, has authorized the execution of this Agreement by its Board of Supervisors and attestation by its Clerk of the Board, by Resolution No. 2009-501. Adopted by the County of Stanislaus on the 21st Day of July, 2009, and Purchaser has caused this Agreement to be duly executed.

**COUNTY OF STANISLAUS**

By:   
Jeff Grover  
Chairman of the Board of Supervisors

“Seller”

**J L BRAY & SONS, INC.**

  
Jackson E. Bray, President

“Purchaser”

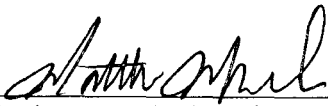
**ATTEST:**

Christine Ferraro Tallman  
Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California

By:   
Deputy Clerk

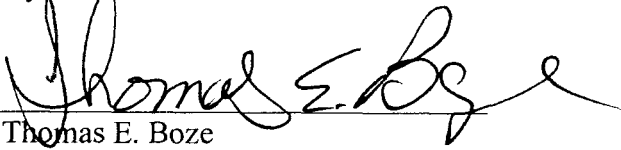


**APPROVED AS TO CONTENT:**

By:   
Matthew Machado, Director  
Public Works Department

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

**NO FEE**  
**RECORDING REQUESTED BY:**  
BOARD OF SUPERVISORS

ROAD NAME Cloutier Drive

**RETURN TO:**  
STANISLAUS COUNTY  
DEPARTMENT OF PUBLIC WORKS

A.P.N. 135-045-046 (adjacent)

## GRANT DEED

### Portion of abandoned Cloutier Drive

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE COUNTY OF STANISLAUS, a political corporation and/or governmental agency does hereby grant to;

Joseph A. Guichard and Patricia J. Guichard, Trustees of the Guichard Trust, and Pamela Jean Edwards, Trustee of the Robert William Pearson Revocable Trust,

all of it's right, title, and interest in the real property situated in an unincorporated area of Stanislaus County, California, described as follows:

SEE ATTACHED EXHIBITS "A" AND "B" ATTACHED HERETO AND INCORPORATED  
HEREIN BY THIS REFERENCE

Executed on August 12, 2010, at Modesto, California

(Sign)   
Chairman of the Board of Supervisors

(Print) Jeff Grover

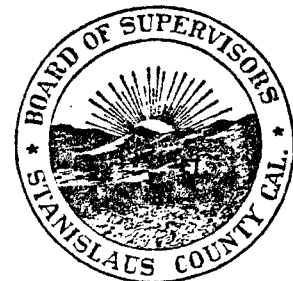




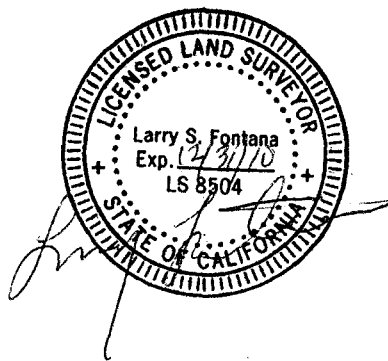
EXHIBIT "A"

EDWARDS AND GUICHARD A.P.N. 135-045-046

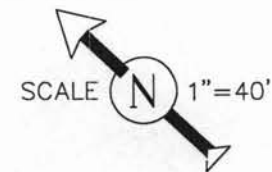
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Beginning at the easterly Corner of Parcel "B" as shown in Book 48 of Parcel Maps, Page 85, Stanislaus County Records, said point being on the southwesterly right-of-way of Cloutier Drive, thence North 43° 07' 00" West, 176.00 feet along said right-of-way and northeasterly line of said Parcel "B" to the Northerly corner of said Parcel "B", thence North 46° 53' 00" East, 50.00 feet, thence South 43° 07' 00" East, 176.00 feet, thence South 46° 53' 00" West, 50.00 feet to the Point of Beginning.

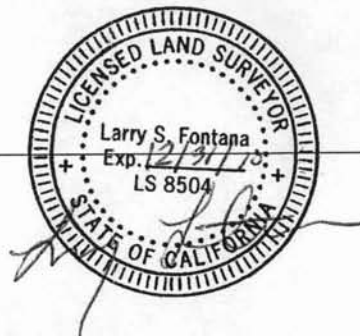
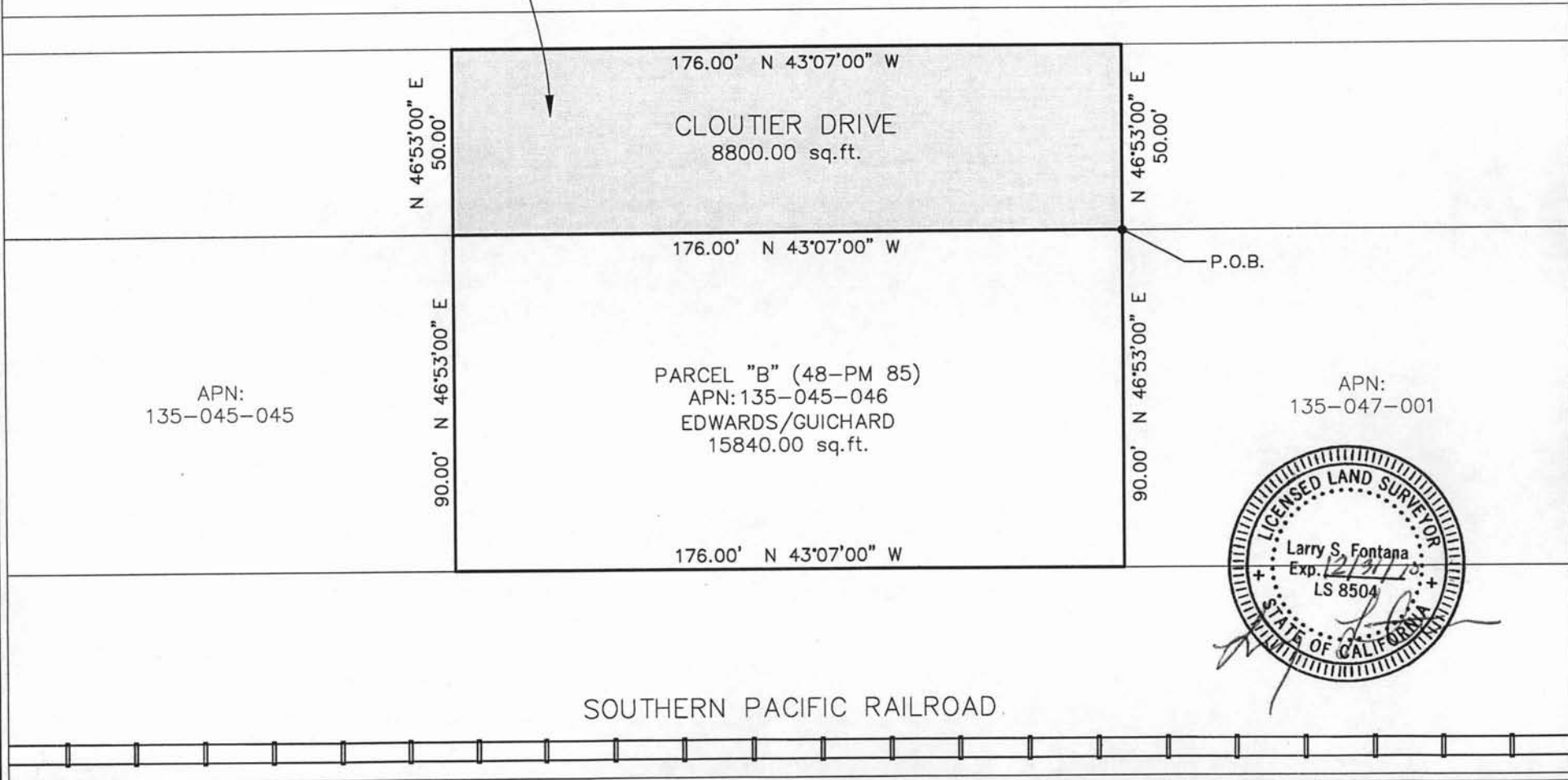
Having an area of 8,800.00 square feet.



# EXHIBIT "B"



PROPOSED AREA OF SALE → SALIDA BOULEVARD



## PROPOSED SALE ABANDONED PORTION OF CLOUTIER DRIVE

N ½ SECTION 3 T.3 S. R.8 E.  
CLOUTIER DRIVE  
APN: 135-045-046



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )  
COUNTY OF Stanislaus )

On August 12, 2010 before me, Keimi Espinoza, Notary Public  
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, Jeff Grover

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

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

WITNESS my hand and official seal.



Keimi Espinoza (SEAL)  
NOTARY PUBLIC SIGNATURE

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TITLE OR TYPE OF DOCUMENT Grant Deed - (Edwards & Guichard, Cloutier Drive) APN: 135-045-046

DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES Four

SIGNERS(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

SIGNER'S NAME \_\_\_\_\_ SIGNER'S NAME \_\_\_\_\_

RIGHT THUMBPRINT  
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RIGHT THUMBPRINT  
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## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (The "Agreement") is made and entered into this 19<sup>th</sup> day of October, 2009, by and between the COUNTY OF STANISLAUS, a political corporation (hereafter "Seller") and Joseph A. Guichard and Patricia J. Guichard, Trustees of the Guichard Trust, and Pamela Jean Edwards, Trustee of the Robert William Pearson Revocable Trust ( hereafter "Purchaser").

### RECITALS

A. Seller is the owner of real property located in the County of Stanislaus, commonly known as a portion of Cloutier Drive and lying adjacent to Assessor's Parcel Number 135-045-046, and more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto (hereafter the "Property").

B. As of the date of this Agreement, the Property is vacant, having no buildings or structures thereon.

C. In July 2009, Seller abandoned that portion of Cloutier Drive and declared the Property as surplus property and Seller desires to sell the Property on terms and conditions in this Agreement.

D. Purchaser desires to purchase the Property on terms and conditions in this Agreement.

### SECTION 1. RECITALS:

The foregoing recitals are part of this Agreement.

### SECTION 2. PURCHASE AND SALE:

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees to sell and Purchaser agrees to purchase the Property under the terms and conditions of this Agreement.

### SECTION 3. PURCHASE PRICE:

The full purchase price of \$3,960.00 for the Property is based on \$0.45 per square foot as described in Exhibit A and shown on Exhibit B attached hereto and being a part of this agreement.

SECTION 4. PAYMENT:

Purchaser shall pay the entire Purchase Price to Seller through Stanislaus County's Department of Public Works.

SECTION 5. CONVEYANCE OF TITLE:

Seller agrees to convey and grant to Purchaser, and Purchaser agrees to accept, subject to the conditions set forth herein, title to the property by Grant Deed.

SECTION 6. SELLER'S REPRESENTATIONS:

Seller represents to Purchaser that:

(i) Seller owns the Property free and clear of all liens, leases, claims, encumbrances and encroachments not disclosed by the public record. Except as disclosed herein, Seller has no knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than Seller.

(ii) No litigation, and no governmental, administrative, or regulatory act or proceeding is pending or, to the best of Seller's knowledge, proposed, threatened, or anticipated with respect to the Seller, or with respect to any other matter affecting the Property or its condition.

(iii) To the best of Seller's knowledge, Seller has received no written notice of any hazardous materials located on, under or about the Property.

(iv) To the best of Seller's knowledge, Seller has received no written notice of any currently outstanding violations of any federal, state, county or municipal law, ordinance, order, regulation, or requirement involving or affecting the Property.

(v) Prior to Closing, Seller shall, at its sole cost and expense, and subject to Purchaser's reasonable satisfaction, maintain the Property in good repair and in the same condition as of the date of this Agreement, reasonable wear and tear excepted.

SECTION 7. RELEASE:

From and after Closing, Purchaser hereby waives, releases, remises, acquits, and forever discharges Seller, its officers, employees, and agents, and their respective heirs, successors and assigns, of and from any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees, and expenses of whatever kind and nature, in law or in equity, known or unknown, which Purchaser ever had, now has, hereafter can, shall or may acquire or possess, arising out of or in any way connected with, (1) Seller's use, maintenance, ownership and operation of the Property prior to Closing, or (2) the condition, status, suitability, quality, nature,

contamination or environmental state of the Property.

It is the intention of this Section that any and all responsibilities and obligations of Seller, and any and all rights or claims of Purchaser, its successors and assigns and affiliated entities, arising by virtue of the physical or environmental condition of the Property as well as the effect of zoning and any land use and environmental laws, regulations and ordinances affecting the Property and its use are by this release provision declared null and void and of no present or future effect to such parties. Purchaser agrees to waive the benefits of section 1542 of the California Civil Code, which provides as follows:

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 8. INDEMNITY:

Purchaser shall, to the maximum extent permitted by law save, defend, indemnify and hold harmless Seller, its officials, employees and agents and their respective heirs, successors and assigns (collectively the "Indemnified Parties") from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, penalties, punitive damages, losses, costs, liabilities, interest, attorney's fees, including but not limited to any such fees and expenses incurred in enforcing this indemnity provision, resulting from, arising out of or in any way connected with injury to or the death of any persons (including, without limitation any Indemnified Party) or physical damage to property of any kind wherever located and by whomever owned (including, without limitation any Indemnified Party) arising out of or in any way connected with Seller's ownership or use of the Property.

SECTION 9. "AS IS":

Purchaser acknowledges and agrees that the Property is to be sold and conveyed to, and accepted by Purchaser, in an "as is" condition with all faults. Purchaser has investigated and has knowledge of operative or proposed governmental laws and regulations, including but not limited to, zoning, environmental and land use laws and regulations, to which the Property is or may be subject and accepts the Property solely upon the basis of its review and determination of the applicability and effect of such laws and regulations. Purchaser acknowledges that they are entering into this Agreement on the basis of Purchaser's own investigation and knowledge as to (1) the prior uses of the Property, (2) the physical and environmental conditions of the Property, including soils and other subsurface conditions, (3) the utilities, zoning, maps, permits, engineering data and laws, regulations and ordinances affecting the suitability of the Property for intended uses. Purchaser expressly assumes the risk that adverse physical and environmental conditions may not have been revealed by Purchaser's own investigation. Purchaser further

acknowledges that Seller, its agents and employees have made no representations or warranty of any kind in connection with any matter relating to the condition, fitness, suitability, readiness or zoning of the Property upon which Purchaser has relied directly or indirectly for any purpose. Purchaser hereby waives, releases, remises, acquits and forever discharges Seller, Seller's employees, agents and officials of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser now has or which may arise in the future on the account of or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto.

SECTION 10. SURVIVAL OF PROVISIONS:

Purchaser acknowledges, understands and agrees that the provisions of Sections 7 (Release), Section 8 (Indemnity) and Section 9 ("As-Is") herein shall survive the completion of this Agreement or any termination of this Agreement.

SECTION 11. CONDITIONS TO PURCHASER'S PERFORMANCE:

Purchaser's obligation to perform under this Agreement is subject to the following condition:

(a) Seller's representations and warranties in this Agreement being correct as of the date of this Agreement and at completion of this Agreement.

SECTION 12. CONDITIONS TO SELLER'S PERFORMANCE:

Seller's obligation to perform under this Agreement is subject to the following conditions:

(a) Purchaser's representations and warranties in this Agreement being correct as of the date of this Agreement.

(b) Purchaser's performance of all of the obligations which it is required to perform pursuant to this Agreement.

(c) Purchaser(s) is/are current owner(s) of property adjacent to property described in Exhibits "A" and "B".

SECTION 13. SELLER'S COVENANTS:

Commencing with the full execution of this Agreement by both parties and until Close of Escrow:

(a) Seller shall not permit any liens, encumbrances, or easements to be placed on the property, other than the Approved Exceptions, nor shall Seller enter into any agreement

regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Purchaser or the Property after the Close of escrow without the prior written consent of Purchaser.

(b) Seller shall not permit any act of waste or act that would tend to diminish the value of the property for any reason, except that caused by ordinary wear and tear.

SECTION 14. PURCHASER'S REPRESENTATIONS AND WARRANTIES:

Purchaser represents and warrants as follows:

(a) Purchaser has full power and authority to enter into and perform this Agreement. The execution, delivery and performance of this Agreement by Purchaser have been duly authorized by all necessary actions on the part of Purchaser, and all required consents or approvals of Purchaser have been duly obtained. This Agreement is a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(b) The documents executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Purchaser.

(c) Purchaser acknowledges and agrees that it has not relied upon any representations by Seller with respect to (1) the condition of the Property or (2) the suitability of the Property, including physical condition, access, zoning, environmental matters, permits, utilities, code compliance, or any other matter affecting the Property or any use intended of the property by Purchaser. Purchaser acknowledges, understands and agrees it is Purchaser's obligation and responsibility to satisfy itself concerning these issues. Purchaser further acknowledges that the execution of this Agreement in no way limits the discretion of Seller in the permit and approval process in connection with development, rehabilitation and use of the Property by Purchaser.

SECTION 15. ENTIRE AGREEMENT:

This Agreement and the documents referenced herein contain the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

SECTION 16. AMENDMENTS:

This Agreement, including any exhibits hereto, shall not be amended or changed except in writing, signed by the parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.



SECTION 17. NO ASSIGNMENT:

Purchaser shall not have the right to assign this Agreement or any of its rights or interests under this Agreement to any party without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Any unauthorized assignment shall be void.

SECTION 18. WAIVER(S):

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed a waiver of any other breach of the same or any other provision or covenant in this Agreement, including the time for performance of any such provision. An extension of time for performance of any obligation or act shall not be deemed an extension of time for performance of any other obligation or act.

The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

SECTION 19. BROKERS:

Purchaser and Seller each represents to the other that no realtor or broker has been retained, consulted or involved in connection with or negotiating this transaction. Each party agrees to defend, indemnify, and hold harmless the other party from any claims, expenses, costs, or liabilities arising in connection with a breach of that party's representations in this section.

SECTION 20. SUCCESSORS:

Subject to the terms of Section 17, Prohibiting Purchaser's Assignment, this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors and assigns.

SECTION 21. DISCRETION RETAINED BY SELLER:

Seller's execution of this Agreement in no way limits the discretion of Seller in the exercise of its municipal functions, including but limited to its police powers and its authority in land use regulation, entitlements, and the permit and approval process in connection with the development, use and rehabilitation of the Property.

SECTION 22. APPROVAL:

Purchaser acknowledges, understands and agrees that this Agreement is subject to the approval by the County Board of Supervisors and this Agreement shall have no force or effect unless and

until such approval by the County's Board of Supervisors is obtained.

**SECTION 23. GOVERNING LAW:**

This Agreement shall be interpreted under and be governed by the laws of the State of California.

**SECTION 24. NOTICES:**

All notices permitted or required to be given under this Agreement or which either Seller or Purchaser desires to serve upon the other shall be in writing and shall be deemed duly given and effective (a) on actual delivery if delivery is by personal delivery, or (b) five (5) days after delivery in the United States Mail if delivery is by postage prepaid, to respective addresses as set forth below or to any other address as may be designated by a party:

**SELLER:**

By Personal Delivery

County of Stanislaus  
Attn: Larry Fontana, Assistant Engineer  
Public Works Department, Suite 3500  
1010 10<sup>th</sup> Street  
Modesto, CA 95354

By Mail

Department of Public Works  
Attn: Larry Fontana, Assistant Engineer  
1010 10<sup>th</sup> Street, Ste. 3500  
Modesto, CA 95354

**PURCHASER:**

By Personal Delivery

Joseph Guichard  
Pamela Edwards  
10591 Gibbs Drive  
Oakdale, CA 95361

By Mail

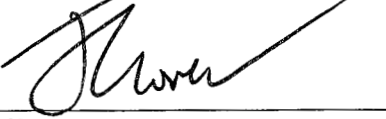
Joseph Guichard  
Pamela Edwards  
10591 Gibbs Drive  
Oakdale, CA 95361

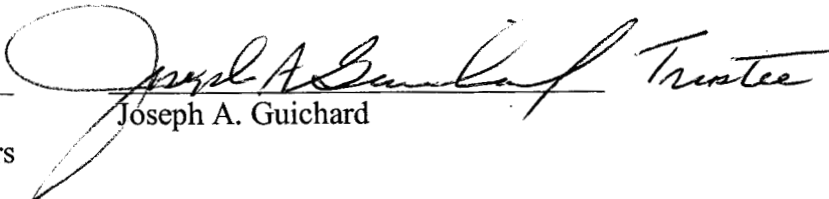
**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the County of Stanislaus, a political corporation, has authorized the execution of this Agreement by its Board of Supervisors and attestation by its Clerk of the Board, by Resolution No. 2009-501. Adopted by the County of Stanislaus on the 21st Day of July, 2009, and Purchaser has caused this Agreement to be duly executed.

**COUNTY OF STANISLAUS**

**Guichard Trust**

By:   
Jeff Grover  
Chairman of the Board of Supervisors

  
Joseph A. Guichard  
Trustee


“Seller”

“Trustee”

**ATTEST:**

Christine Ferraro Tallman  
Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California

**Guichard Trust**

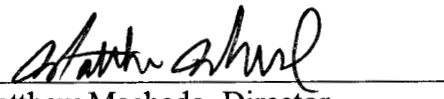
  
Patricia J. Guichard  
Trustee

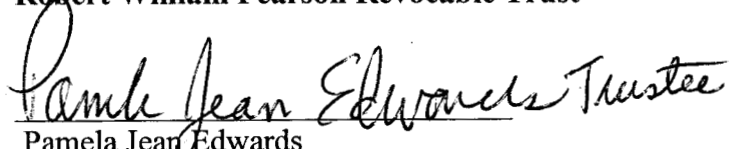
By:   
Elizabeth King  
Deputy Clerk

“Trustee”

**APPROVED AS TO CONTENT:**

**Robert William Pearson Revocable Trust**

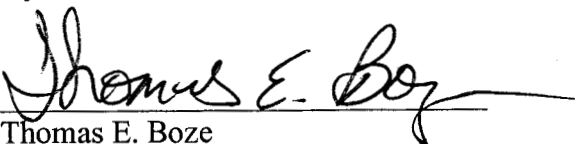
By:   
Matthew Machado, Director  
Public Works Department

  
Pamela Jean Edwards  
Trustee

“Trustee”

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

Recording Requested By:  
PUBLIC WORKS DEPARTMENT  
When Recorded Mail To:  
Public Works Department  
1010 10<sup>th</sup> Street, Suite 3500  
Modesto, Ca. 95354



Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
**DOC- 2010-0030106-00**  
Friday, APR 02, 2010 15:24:38  
Ttl Pd \$0.00 Nbr-0002873764  
OCE/R2/1-8

Attn: Rich Brown



For recorders use only

=====

APPROVAL TO SUMMARILY VACATE A PORTION OF CLOUTIER DRIVE,  
IN THE TOWN OF SALIDA, IN STANISLAUS COUNTY.

=====

(Below for deeds or instruments conveying title)

MAIL TAX STATEMENTS TO PARTY SHOWN: \_\_\_\_\_

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

DEPT: Public Works *mk*

BOARD AGENDA # \*C-4

Urgent  Routine

AGENDA DATE July 21, 2009

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Summarily Vacate a Portion of Cloutier Drive as a Public Highway in the Town of Salida and the Disposition of this County Owned Property to the Adjacent Landowners

STAFF RECOMMENDATIONS:

Pursuant to the Street and Highway Codes 8334, 8335 and 8355:

1. Adopt the attached Resolution summarily vacating that portion of Cloutier Drive, as described in and delineated in Exhibit "A" and Exhibit "B" attached.
2. Find based on the reasons stated in this report that the northerly portion of Cloutier Drive, in the Town of Salida, described herein is not required for street or highway purposes.
3. Find that easements for the existing in-place public utilities will be retained.

(Continued on Page 2 )

FISCAL IMPACT:

The funds from the sale of any of this property shall be deposited in the Public Works Road Fund. The total area to be sold is 1.74 acres generating approximately \$34,073 in proceeds.

BOARD ACTION AS FOLLOWS:

No. 2009-501

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2)        Denied

3)        Approved as amended

4)        Other:

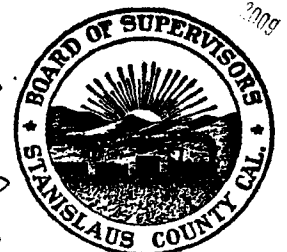
MOTION:

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

CHRISTINE FERRARO TALLMAN

Clerk of the Board of Supervisors of the County of Stanislaus, State of California

By *Jay Gilbert*



ATTEST: *Elizabeth A. King*  
ELIZABETH A. KING, Assistant Clerk

File No.

Approval to Summarily Vacate a Portion of Cloutier Drive as a Public Highway in the Town of Salida and the Disposition of this County Owned Property to the Adjacent Landowners

4. Authorize the Chairman of the Board of Supervisors to sign with notary, the Grant Deeds as submitted, conveying the fee title portion to the adjoining landowners for the appraised fair market value of \$0.45 per square foot as determined by the Appraisal and Valuation Analysis performed by W. G. Bartha and Associates. See Exhibit "C".
5. Provide a certified copy of the Resolution and exhibits to the Department of Public Works for recording.
6. Provide copies of the signed Grant Deeds conveying fee title to the adjacent landowners as submitted to the Department of Public Works for recording and indexing.

**DISCUSSION:**

In accordance with Section 8334(a) of the Streets and Highways Code, the legislative body of the local agency may summarily vacate an excess right of way of a street or highway not required for street or highway purposes. Also, in accordance with Section 8355(a) of the Streets and Highways Code, the legislative body may sell or exchange the property owned by them in the manner, and upon the terms and conditions, approved by the legislative body.

This vacation is being pursued by Stanislaus County's Public Works Department and the Salida Municipal Advisory Council as part of the effort to improve the community of Salida.

As part of the Salida Boulevard Corridor Development Plan, this portion of Cloutier Drive lying northerly of Broadway Avenue is not needed for public use and is considered excess right-of-way. Approved access onto Salida Boulevard will be provided to the adjacent parcels by the Department Public Works. Easements will be retained for all in-place utilities as requested from each utility company.

The Department of Public Works, along with Supervisor Jeff Grover have conducted meetings with the constituents of this community. They have agreed that this action will facilitate the improved corridor image and increase safety within this community.

**POLICY ISSUES:**

The Board should consider if this action is consistent with their priorities of providing a well-planned infrastructure system and a safe community. Furthermore, Street and Highway Codes 8334(a) and 8355(a) provides the Board the authority to summarily vacate and sell or exchange excess right-of-way not required for street or highway purposes.

Approval to Summarily Vacate a Portion of Cloutier Drive as a Public Highway in the Town of Salida and the Disposition of this County Owned Property to the Adjacent Landowners

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

LF/FV/RM:lc

G:\Survey\Abandonment\Cloutier Drive-Salida\CLOUTIER NORTH\Cloutier Board Item7-21-09

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
STATE OF CALIFORNIA

Date: July 21, 2009

No. 2009-501

On motion of Supervisor Monteith Seconded by Supervisor Chiesa  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

Item # \*C-4

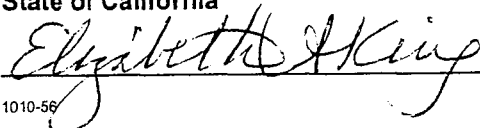
THE FOLLOWING RESOLUTION WAS ADOPTED:

**APPROVAL TO SUMMARILY VACATE A PORTION OF CLOUTIER DRIVE  
LOCATED IN THE TOWN OF SALIDA**

BE IT RESOLVED, that the Board of Supervisors, of the County of Stanislaus, State of California, hereby finds and determines as follows:

1. The vacation of the excess road right-of-way described herein below is made under Chapter 4, part 3, of Division 9 of the California Street and Highway Code (Sections 8330 through 8336).
2. The excess road right-of-way to be vacated is a portion of Cloutier Drive in the community of Salida, and is more particularly described in Exhibit "A" attached hereto and shown on the precise map attached hereto as Exhibit "B".
3. The excess street right-of-way to be vacated hereby is not required for street or highway purposes. The County has provided alternate traffic flow routes creating this excess roadway. Furthermore this will facilitate the County's ongoing corridor development plan for this community. The in-place public utilities within the vacation area will be provided with access easements.
4. That from and after the date this resolution is recorded by the County, the vacated excess road right-of-way herein described no longer constitutes a street or highway.

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk  
Stanislaus County Board of Supervisors,  
State of California



File No.

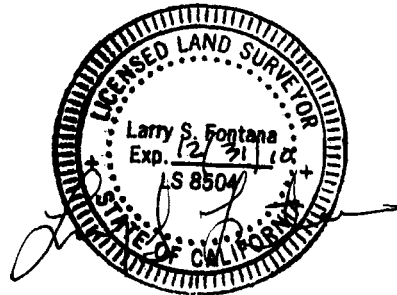


## EXHIBIT "A"

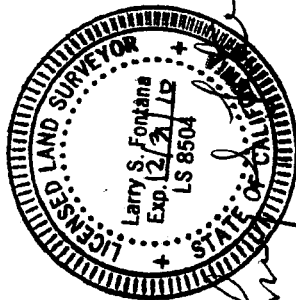
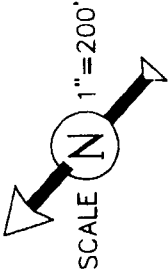
Being a portion of the Northwest Quarter of Section 3 of Township 3 South, Range 8 East, Mount Diablo Base and Meridian, in the County of Stanislaus, California described as follows:

Commencing at the intersection of the northwesterly right-of-way of Broadway Avenue with the southwesterly right-of-way of Cloutier Drive, said point being the easterly corner of the J L Bray & Sons parcel identified as Instrument Number 20511-91 Stanislaus County records. Thence North 43° 07' 00" West, 15.00 feet to the True Point of Beginning. Thence continuing along said southwesterly right-of-way of Cloutier Drive, North 43° 07' 00" West, 1166.78 feet to the beginning of a curve concave to the southwest with a central angle of 17° 16' 00" and a radius of 970.00 feet, thence along said curve, an arc distance of 292.32 feet, thence North 62° 05' 15" West, 142.38 feet, thence North 43° 07' 00" West, 5.07 feet to the intersection of the southerly right-of-way of Kiernan Boulevard, thence along said right-of-way North 89° 40' 05" East, 68.66 feet to the beginning of a curve concave to the southwest having a central angle of 42° 52' 13" and a radius of 192.00 feet, , thence leaving said right-of-way, along said curve an arc distance of 143.66 feet, thence South 47° 27' 42" East, 294.47 feet to the beginning of a curve concave to the southwest having a central angle of 2° 25' 30" and a radius of 1176.00 feet, thence along said curve an arc distance of 60.04 feet, thence South 44° 32' 13" East, 131.14 feet, thence South 43° 07' 00" East, 898.75 feet, thence South 46° 53' 00" West, 3.00 feet, thence South 43° 07' 00" East, 12.18 feet, thence South 01° 52' 59" West, 36.49 feet, thence South 46° 53' 00" West, 21.20 feet to the True Point of Beginning.

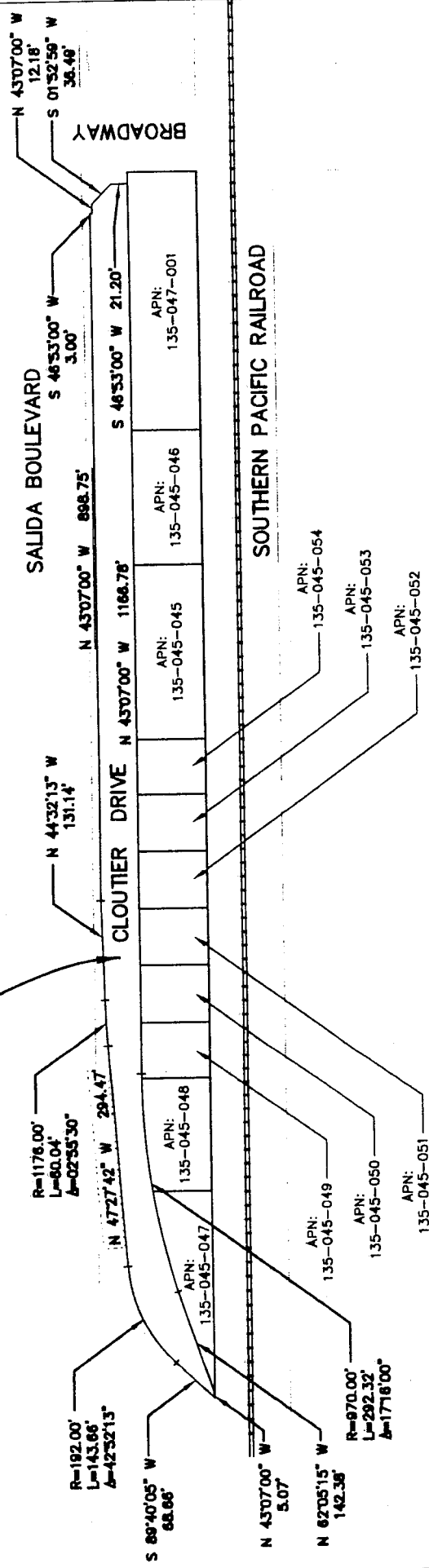
Reserving therefrom for the benefit of the existing utilities, a Public Utility Easement, and any rights necessary to maintain, operate, replace, remove or renew the public utility facilities, including any necessary rights of access over and across the above described vacation.



# EXHIBIT "B"



PROPOSED AREA OF SALE



## ABANDONED PORTION OF NORTH SECTION CLOUTIER DRIVE N 1/2 SECTION 3 T.3S. R.8E.



**Summary of Important Conclusions:**

- |   |  |
|---|--|
| 1. Property Location:   | A portion of Cloutier Drive, town of Salida, CA.           |
| 2. Ownership:   | Stanislaus County.   |
| 3. Property Rights Appraised:   | Fee simple interest.                                       |
| 4. Assessor's Parcel No.:   | Not available.   |
| 5. Subject Site Size:   | 1.67 +/- acres or 72,745 +/- square feet of land area.     |
| 6. Building Improvements:   | None.  |
| 7. Topography:  | Level, at grade.   |
| 8. Drainage:  | Appears adequate.  |
| 9. Zoning:  | General Commercial – Stanislaus County.                    |
| 10. Highest and Best Use:   | Abandonment and roadway buitification.                     |
| 11. Utilities:  | All necessary public utilities are present and available.  |
| 12. Map Reference:  | Local county map.  |
| 13. Wetlands:   | Not located in a designated wetland area.                  |
| 14. Earthquake Zone:  | Not located within an Alquist-Priolo Special Studies Zone. |
| 15. Estimated Exposure Time:  | Not applicable.  |
| 16. Appraiser's Opinion of the Market Value, as of November 29, 2007: | <b>\$32,735</b>  |
| 17. Date of Inspection:   | November 29, 2007.   |
| 18. Date of Valuation:  | November 29, 2007.   |



Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
DOC- 2012-0023057-00

Acct 402-Counter Customers  
Wednesday, MAR 14, 2012 09:49:29  
Ttl Pd \$63.05 Rcpt # 0003183341  
OHK/R2/1-12

ROAD NAME Cloutier Drive

RECORDING REQUESTED BY:  
BOARD OF SUPERVISORS

A.P.N. 135-045-045 (adjacent)

RETURN TO:  
STANISLAUS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
1716 MORGAN ROAD  
MODESTO, CA 95358

DOCUMENTARY TRANSFER \$ 6.05  
[ ] COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR  
[ ] COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES  
REMAINING THEREON AT THE TIME OF SALE.

Signature of declarant or agent determining tax-firm name  
[Signature]

### GRANT DEED

#### Portion of abandoned Cloutier Drive

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE COUNTY OF STANISLAUS, a political corporation and/or governmental agency does hereby grant to;

King Properties, A California General Partnership,

all of it's right, title, and interest in the real property situated in an unincorporated area of Stanislaus County, California, described as follows:

SEE ATTACHED EXHIBITS "A" AND "B" ATTACHED HERETO AND INCORPORATED HEREN BY THIS REFERENCE & EXHIBIT "C"

Executed on March 13, 2012, at Modesto, California

(Sign) [Signature]  
Chairman of the Board of Supervisors

(Print) William O'Brien

18/01

## EXHIBIT "A"

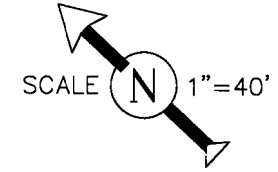
KING PROPERTIES A.P.N. 135-045-045

Being a portion of the Northwest Quarter of Section 3 of Township 3 South, Range 8 East, Mount Diablo Base and Meridian, in the County of Stanislaus, California described as follows:

Beginning at the easterly Corner of Parcel "A" as shown in Book 48 of Parcel Maps, Page 85, Stanislaus County Records, said point being on the southwesterly right-of-way of Cloutier Drive, thence North  $43^{\circ} 07' 00''$  West, 229.00 feet along said right-of-way and northeasterly line of said Parcel "A" to the Northerly corner of said Parcel "A", thence North  $46^{\circ} 53' 00''$  East, 50.00 feet, thence South  $43^{\circ} 07' 00''$  East, 229.00 feet, thence South  $46^{\circ} 53' 00''$  West, 50.00 feet to the Point of Beginning.

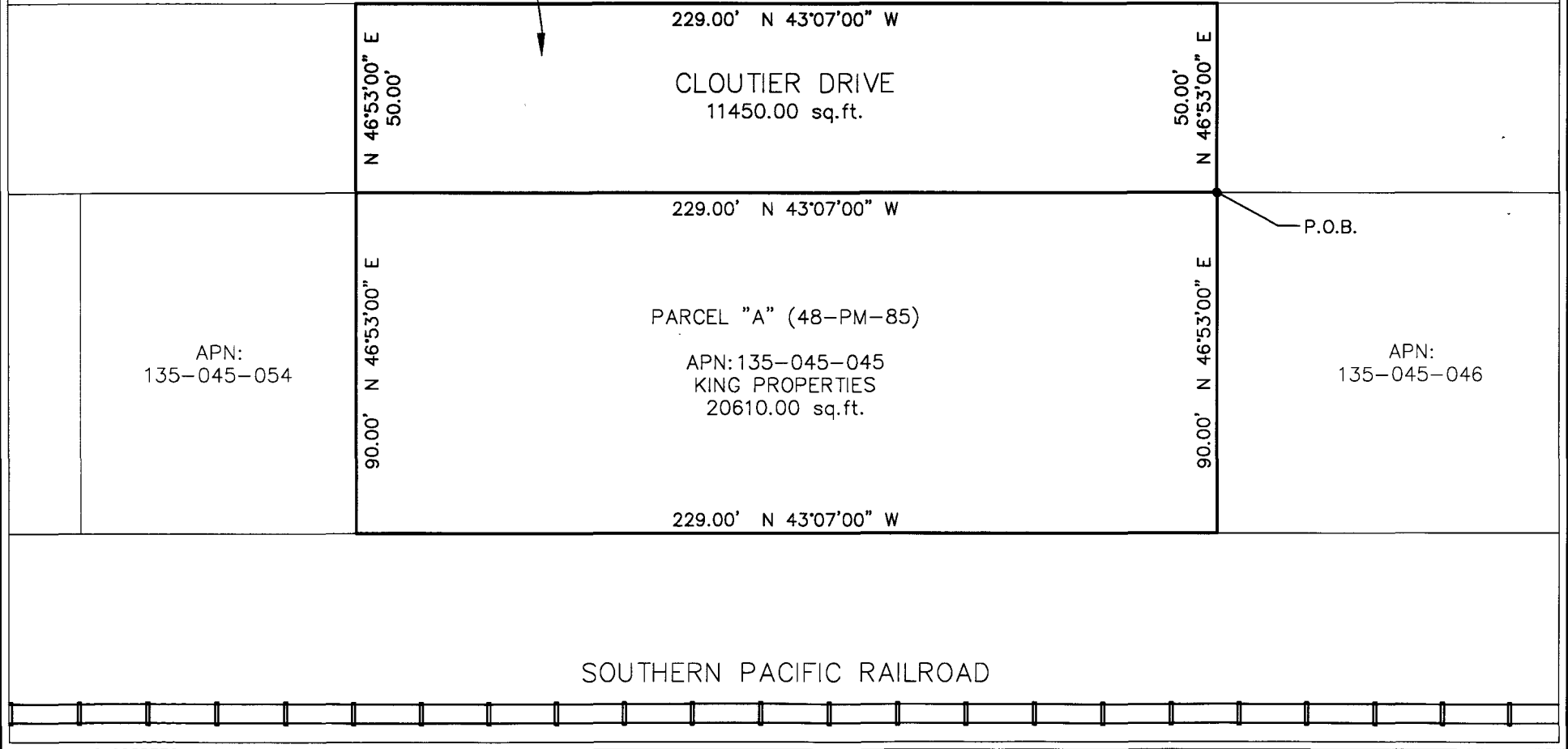
Having an area of 11,450.00 square feet.

# EXHIBIT "B"



PROPOSED AREA OF SALE

SALIDA BOULEVARD



SOUTHERN PACIFIC RAILROAD



## PROPOSED SALE ABANDONED PORTION OF CLOUTIER DRIVE

N ½ SECTION 3 T.3 S. R.8 E.  
CLOUTIER DRIVE  
APN: 135-045-045



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )

COUNTY OF Stanislaus )

On March 13, 2012 before me, Keimi Espinoza, Notary Public  
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, William O'Brien

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.

Keimi Espinoza (SEAL)  
NOTARY PUBLIC SIGNATURE



**OPTIONAL INFORMATION**

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT Grant Deed (Portion of Abandoned Cloutier Drive) APN: 135-045-045 (adjacent)

DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES Four

SIGNERS(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

SIGNER'S NAME \_\_\_\_\_ SIGNER'S NAME \_\_\_\_\_

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**EXHIBIT "C"**  
**PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement (The "Agreement") is made and entered into this 13<sup>th</sup> day of March, 2012, by and between the COUNTY OF STANISLAUS, a political corporation (hereafter "Seller") and King Properties, ( hereafter "Purchaser").

RECITALS

A. Seller is the owner of real property located in the County of Stanislaus, commonly known as a portion of Cloutier Drive and lying adjacent to Assessor's Parcel Number 135-045-045, and more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto (hereafter the "Property").

B. As of the date of this Agreement, the Property is vacant, having no buildings or structures thereon.

C. In July 2009, Seller abandoned that portion of Cloutier Drive and declared the Property as surplus property and Seller desires to sell the Property on terms and conditions in this Agreement.

D. Purchaser desires to purchase the Property on terms and conditions in this Agreement.

SECTION 1. RECITALS:

The foregoing recitals are part of this Agreement.

SECTION 2. PURCHASE AND SALE:

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees to sell and Purchaser agrees to purchase the Property under the terms and conditions of this Agreement.

SECTION 3. PURCHASE PRICE:

The full purchase price of \$5,152.50 for the Property is based on \$0.45 per square foot as described in Exhibit A and shown on Exhibit B attached hereto and being a part of this agreement.



SECTION 4. PAYMENT:

Purchaser shall pay the entire Purchase Price to Seller through Stanislaus County's Department of Public Works.

SECTION 5. CONVEYANCE OF TITLE:

Seller agrees to convey and grant to Purchaser, and Purchaser agrees to accept, subject to the conditions set forth herein, title to the property by Grant Deed.

SECTION 6. SELLER'S REPRESENTATIONS:

Seller represents to Purchaser that:

(i) Seller owns the Property free and clear of all liens, leases, claims, encumbrances and encroachments not disclosed by the public record. Except as disclosed herein, Seller has no knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than Seller.

(ii) No litigation, and no governmental, administrative, or regulatory act or proceeding is pending or, to the best of Seller's knowledge, proposed, threatened, or anticipated with respect to the Seller, or with respect to any other matter affecting the Property or its condition.

(iii) To the best of Seller's knowledge, Seller has received no written notice of any hazardous materials located on, under or about the Property.

(iv) To the best of Seller's knowledge, Seller has received no written notice of any currently outstanding violations of any federal, state, county or municipal law, ordinance, order, regulation, or requirement involving or affecting the Property.

(v) Prior to Closing, Seller shall, at its sole cost and expense, and subject to Purchaser's reasonable satisfaction, maintain the Property in good repair and in the same condition as of the date of this Agreement, reasonable wear and tear excepted.

SECTION 7. RELEASE:

From and after Closing, Purchaser hereby waives, releases, remises, acquits, and forever discharges Seller, its officers, employees, and agents, and their respective heirs, successors and assigns, of and from any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees, and expenses of whatever kind and nature, in law or in equity, known or unknown, which Purchaser ever had, now has, hereafter can, shall or may acquire or possess, arising out of or in any way connected with, (1) Seller's use, maintenance, ownership and operation of the Property prior to Closing, or (2) the condition, status, suitability, quality, nature,

contamination or environmental state of the Property.

It is the intention of this Section that any and all responsibilities and obligations of Seller, and any and all rights or claims of Purchaser, its successors and assigns and affiliated entities, arising by virtue of the physical or environmental condition of the Property as well as the effect of zoning and any land use and environmental laws, regulations and ordinances affecting the Property and its use are by this release provision declared null and void and of no present or future effect to such parties. Purchaser agrees to waive the benefits of section 1542 of the California Civil Code, which provides as follows:

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 8. INDEMNITY:

Purchaser shall, to the maximum extent permitted by law save, defend, indemnify and hold harmless Seller, its officials, employees and agents and their respective heirs, successors and assigns (collectively the "Indemnified Parties") from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, penalties, punitive damages, losses, costs, liabilities, interest, attorney's fees, including but not limited to any such fees and expenses incurred in enforcing this indemnity provision, resulting from, arising out of or in any way connected with injury to or the death of any persons (including, without limitation any Indemnified Party) or physical damage to property of any kind wherever located and by whomever owned (including, without limitation any Indemnified Party) arising out of or in any way connected with Seller's ownership or use of the Property.

SECTION 9. "AS IS":

Purchaser acknowledges and agrees that the Property is to be sold and conveyed to, and accepted by Purchaser, in an "as is" condition with all faults. Purchaser has investigated and has knowledge of operative or proposed governmental laws and regulations, including but not limited to, zoning, environmental and land use laws and regulations, to which the Property is or may be subject and accepts the Property solely upon the basis of its review and determination of the applicability and effect of such laws and regulations. Purchaser acknowledges that they are entering into this Agreement on the basis of Purchaser's own investigation and knowledge as to (1) the prior uses of the Property, (2) the physical and environmental conditions of the Property, including soils and other subsurface conditions, (3) the utilities, zoning, maps, permits, engineering data and laws, regulations and ordinances affecting the suitability of the Property for intended uses. Purchaser expressly assumes the risk that adverse physical and environmental conditions may not have been revealed by Purchaser's own investigation. Purchaser further

acknowledges that Seller, its agents and employees have made no representations or warranty of any kind in connection with any matter relating to the condition, fitness, suitability, readiness or zoning of the Property upon which Purchaser has relied directly or indirectly for any purpose. Purchaser hereby waives, releases, remises, acquits and forever discharges Seller, Seller's employees, agents and officials of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser now has or which may arise in the future on the account of or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto.

**SECTION 10. SURVIVAL OF PROVISIONS:**

Purchaser acknowledges, understands and agrees that the provisions of Sections 7 (Release), Section 8 (Indemnity) and Section 9 ( "As-Is") herein shall survive the completion of this Agreement or any termination of this Agreement.

**SECTION 11. CONDITIONS TO PURCHASER'S PERFORMANCE:**

Purchaser's obligation to perform under this Agreement is subject to the following condition:

(a) Seller's representations and warranties in this Agreement being correct as of the date of this Agreement and at completion of this Agreement.

**SECTION 12. CONDITIONS TO SELLER'S PERFORMANCE:**

Seller's obligation to perform under this Agreement is subject to the following conditions:

(a) Purchaser's representations and warranties in this Agreement being correct as of the date of this Agreement.

(b) Purchaser's performance of all of the obligations which it is required to perform pursuant to this Agreement.

(c) Purchaser(s) is/are current owner(s) of property adjacent to property described in Exhibits "A" and "B".

**SECTION 13. SELLER'S COVENANTS:**

Commencing with the full execution of this Agreement by both parties and until Close of Escrow:

(a) Seller shall not permit any liens, encumbrances, or easements to be placed on the property, other than the Approved Exceptions, nor shall Seller enter into any agreement

regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Purchaser or the Property after the Close of escrow without the prior written consent of Purchaser.

(b) Seller shall not permit any act of waste or act that would tend to diminish the value of the property for any reason, except that caused by ordinary wear and tear.

#### SECTION 14. PURCHASER'S REPRESENTATIONS AND WARRANTIES:

Purchaser represents and warrants as follows:

(a) Purchaser has full power and authority to enter into and perform this Agreement. The execution, delivery and performance of this Agreement by Purchaser have been duly authorized by all necessary actions on the part of Purchaser, and all required consents or approvals of Purchaser have been duly obtained. This Agreement is a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(b) The documents executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Purchaser.

(c) Purchaser acknowledges and agrees that it has not relied upon any representations by Seller with respect to (1) the condition of the Property or (2) the suitability of the Property, including physical condition, access, zoning, environmental matters, permits, utilities, code compliance, or any other matter affecting the Property or any use intended of the property by Purchaser. Purchaser acknowledges, understands and agrees it is Purchaser's obligation and responsibility to satisfy itself concerning these issues. Purchaser further acknowledges that the execution of this Agreement in no way limits the discretion of Seller in the permit and approval process in connection with development, rehabilitation and use of the Property by Purchaser.

#### SECTION 15. ENTIRE AGREEMENT:

This Agreement and the documents referenced herein contain the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

#### SECTION 16. AMENDMENTS:

This Agreement, including any exhibits hereto, shall not be amended or changed except in writing, signed by the parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.

SECTION 17. NO ASSIGNMENT:

Purchaser shall not have the right to assign this Agreement or any of its rights or interests under this Agreement to any party without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Any unauthorized assignment shall be void.

SECTION 18. WAIVER(S):

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed a waiver of any other breach of the same or any other provision or covenant in this Agreement, including the time for performance of any such provision. An extension of time for performance of any obligation or act shall not be deemed an extension of time for performance of any other obligation or act.

The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

SECTION 19. BROKERS:

Purchaser and Seller each represents to the other that no realtor or broker has been retained, consulted or involved in connection with or negotiating this transaction. Each party agrees to defend, indemnify, and hold harmless the other party from any claims, expenses, costs, or liabilities arising in connection with a breach of that party's representations in this section.

SECTION 20. SUCCESSORS:

Subject to the terms of Section 17, Prohibiting Purchaser's Assignment, this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors and assigns.

SECTION 21. DISCRETION RETAINED BY SELLER:

Seller's execution of this Agreement in no way limits the discretion of Seller in the exercise of its municipal functions, including but limited to its police powers and its authority in land use regulation, entitlements, and the permit and approval process in connection with the development, use and rehabilitation of the Property.

SECTION 22. APPROVAL:

Purchaser acknowledges, understands and agrees that this Agreement is subject to the approval by the County Board of Supervisors and this Agreement shall have no force or effect unless and until such approval by the County's Board of Supervisors is obtained.

SECTION 23. GOVERNING LAW:

This Agreement shall be interpreted under and be governed by the laws of the State of California.

SECTION 24. NOTICES:

All notices permitted or required to be given under this Agreement or which either Seller or Purchaser desires to serve upon the other shall be in writing and shall be deemed duly given and effective (a) on actual delivery if delivery is by personal delivery, or (b) five (5) days after delivery in the United States Mail if delivery is by postage prepaid, to respective addresses as set forth below or to any other address as may be designated by a party:

**SELLER:**

By Personal Delivery  
County of Stanislaus  
Attn: Larry Fontana, Associate Surveyor  
Public Works Department  
1716 Morgan Road  
Modesto, CA 95358

By Mail  
Department of Public Works  
Attn: Larry Fontana, Associate Surveyor  
1716 Morgan Road  
Modesto, CA 95358

**PURCHASER:**

By Personal Delivery  
King Properties  
4901 Cloutier Drive  
Salida, CA 95368


By Mail  
King Properties  
P. O. Box 289  
Salida, CA 95368

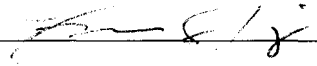
**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the County of Stanislaus, a political corporation, has authorized the execution of this Agreement by its Board of Supervisors and attestation by its Clerk of the Board, by Resolution No. 2009-501. Adopted by the County of Stanislaus on the 21st Day of July, 2009, and Purchaser has caused this Agreement to be duly executed.

**COUNTY OF STANISLAUS**

**King Properties**

By:   
William O'Brien  
Chairman of the Board of Supervisors

By:   
JAMES S. KING

“Seller”

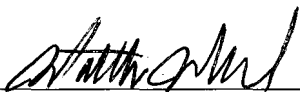
“Purchaser”

**ATTEST:**

Christine Ferraro Tallman  
Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California


By:   
Deputy Clerk

**APPROVED AS TO CONTENT:**

By:   
Matthew Machado, Director  
Public Works Department

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (The "Agreement") is made and entered into this 28<sup>th</sup> day of August, 2012, by and between the COUNTY OF STANISLAUS, a political corporation (hereafter "Seller") and the Shatswell 1999 Revocable Trust, ( hereafter "Purchaser").

### RECITALS

A. Seller is the owner of real property located in the County of Stanislaus, commonly known as a portion of Cloutier Drive and lying adjacent to Assessor's Parcel Number 135-045-047, and more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto (hereafter the "Property").

B. As of the date of this Agreement, the Property is vacant, having no buildings or structures thereon.

C. In July 2009, Seller abandoned that portion of Cloutier Drive and declared the Property as surplus property and Seller desires to sell the Property on terms and conditions in this Agreement.

D. Purchaser desires to purchase the Property on terms and conditions in this Agreement.

### SECTION 1. RECITALS:

The foregoing recitals are part of this Agreement.

### SECTION 2. PURCHASE AND SALE:

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees to sell and Purchaser agrees to purchase the Property under the terms and conditions of this Agreement.

### SECTION 3. PURCHASE PRICE:

The full purchase price of \$5,634.72 for the Property is based on \$0.45 per square foot as described in Exhibit A and shown on Exhibit B attached hereto and being a part of this agreement.



SECTION 4. PAYMENT:

Purchaser shall pay the entire Purchase Price to Seller through Stanislaus County's Department of Public Works.

SECTION 5. CONVEYANCE OF TITLE:

Seller agrees to convey and grant to Purchaser, and Purchaser agrees to accept, subject to the conditions set forth herein, title to the property by Grant Deed.

SECTION 6. SELLER'S REPRESENTATIONS:

Seller represents to Purchaser that:

(i) Seller owns the Property free and clear of all liens, leases, claims, encumbrances and encroachments not disclosed by the public record. Except as disclosed herein, Seller has no knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than Seller.

(ii) No litigation, and no governmental, administrative, or regulatory act or proceeding is pending or, to the best of Seller's knowledge, proposed, threatened, or anticipated with respect to the Seller, or with respect to any other matter affecting the Property or its condition.

(iii) To the best of Seller's knowledge, Seller has received no written notice of any hazardous materials located on, under or about the Property.

(iv) To the best of Seller's knowledge, Seller has received no written notice of any currently outstanding violations of any federal, state, county or municipal law, ordinance, order, regulation, or requirement involving or affecting the Property.

(v) Prior to Closing, Seller shall, at its sole cost and expense, and subject to Purchaser's reasonable satisfaction, maintain the Property in good repair and in the same condition as of the date of this Agreement, reasonable wear and tear excepted.

SECTION 7. RELEASE:

From and after Closing, Purchaser hereby waives, releases, remises, acquits, and forever discharges Seller, its officers, employees, and agents, and their respective heirs, successors and assigns, of and from any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees, and expenses of whatever kind and nature, in law or in equity, known or unknown, which Purchaser ever had, now has, hereafter can, shall or may acquire or possess,

arising out of or in any way connected with, (1) Seller's use, maintenance, ownership and operation of the Property prior to Closing, or (2) the condition, status, suitability, quality, nature, contamination or environmental state of the Property.

It is the intention of this Section that any and all responsibilities and obligations of Seller, and any and all rights or claims of Purchaser, its successors and assigns and affiliated entities, arising by virtue of the physical or environmental condition of the Property as well as the effect of zoning and any land use and environmental laws, regulations and ordinances affecting the Property and its use are by this release provision declared null and void and of no present or future effect to such parties. Purchaser agrees to waive the benefits of section 1542 of the California Civil Code, which provides as follows:

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 8. INDEMNITY:

Purchaser shall, to the maximum extent permitted by law save, defend, indemnify and hold harmless Seller, its officials, employees and agents and their respective heirs, successors and assigns (collectively the "Indemnified Parties") from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, penalties, punitive damages, losses, costs, liabilities, interest, attorney's fees, including but not limited to any such fees and expenses incurred in enforcing this indemnity provision, resulting from, arising out of or in any way connected with injury to or the death of any persons (including, without limitation any Indemnified Party) or physical damage to property of any kind wherever located and by whomever owned (including, without limitation any Indemnified Party) arising out of or in any way connected with Seller's ownership or use of the Property.

SECTION 9. "AS IS":

Purchaser acknowledges and agrees that the Property is to be sold and conveyed to, and accepted by Purchaser, in an "as is" condition with all faults. Purchaser has investigated and has knowledge of operative or proposed governmental laws and regulations, including but not limited to, zoning, environmental and land use laws and regulations, to which the Property is or may be subject and accepts the Property solely upon the basis of its review and determination of the applicability and effect of such laws and regulations. Purchaser acknowledges that they are entering into this Agreement on the basis of Purchaser's own investigation and knowledge as to (1) the prior uses of the Property, (2) the physical and environmental conditions of the Property, including soils and other subsurface conditions, (3) the utilities, zoning, maps, permits, engineering data and laws, regulations and ordinances affecting the suitability of the Property for

intended uses. Purchaser expressly assumes the risk that adverse physical and environmental conditions may not have been revealed by Purchaser's own investigation. Purchaser further acknowledges that Seller, its agents and employees have made no representations or warranty of any kind in connection with any matter relating to the condition, fitness, suitability, readiness or zoning of the Property upon which Purchaser has relied directly or indirectly for any purpose. Purchaser hereby waives, releases, remises, acquits and forever discharges Seller, Seller's employees, agents and officials of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser now has or which may arise in the future on the account of or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto.

**SECTION 10. SURVIVAL OF PROVISIONS:**

Purchaser acknowledges, understands and agrees that the provisions of Sections 7 (Release), Section 8 (Indemnity) and Section 9 ("As-Is") herein shall survive the completion of this Agreement or any termination of this Agreement.

**SECTION 11. CONDITIONS TO PURCHASER'S PERFORMANCE:**

Purchaser's obligation to perform under this Agreement is subject to the following condition:

(a) Seller's representations and warranties in this Agreement being correct as of the date of this Agreement and at completion of this Agreement.

**SECTION 12. CONDITIONS TO SELLER'S PERFORMANCE:**

Seller's obligation to perform under this Agreement is subject to the following conditions:

(a) Purchaser's representations and warranties in this Agreement being correct as of the date of this Agreement.

(b) Purchaser's performance of all of the obligations which it is required to perform pursuant to this Agreement.

(c) Purchaser(s) is/are current owner(s) of property adjacent to property described in Exhibits "A" and "B".

**SECTION 13. SELLER'S COVENANTS:**

Commencing with the full execution of this Agreement by both parties and until Close of

Escrow:

(a) Seller shall not permit any liens, encumbrances, or easements to be placed on the property, other than the Approved Exceptions, nor shall Seller enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Purchaser or the Property after the Close of escrow without the prior written consent of Purchaser.

(b) Seller shall not permit any act of waste or act that would tend to diminish the value of the property for any reason, except that caused by ordinary wear and tear.

**SECTION 14. PURCHASER'S REPRESENTATIONS AND WARRANTIES:**

Purchaser represents and warrants as follows:

(a) Purchaser has full power and authority to enter into and perform this Agreement. The execution, delivery and performance of this Agreement by Purchaser have been duly authorized by all necessary actions on the part of Purchaser, and all required consents or approvals of Purchaser have been duly obtained. This Agreement is a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(b) The documents executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Purchaser.

(c) Purchaser acknowledges and agrees that it has not relied upon any representations by Seller with respect to (1) the condition of the Property or (2) the suitability of the Property, including physical condition, access, zoning, environmental matters, permits, utilities, code compliance, or any other matter affecting the Property or any use intended of the property by Purchaser. Purchaser acknowledges, understands and agrees it is Purchaser's obligation and responsibility to satisfy itself concerning these issues. Purchaser further acknowledges that the execution of this Agreement in no way limits the discretion of Seller in the permit and approval process in connection with development, rehabilitation and use of the Property by Purchaser.

**SECTION 15. ENTIRE AGREEMENT:**

This Agreement and the documents referenced herein contain the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

**SECTION 16. AMENDMENTS:**

This Agreement, including any exhibits hereto, shall not be amended or changed except in writing, signed by the parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.

SECTION 17. NO ASSIGNMENT:

Purchaser shall not have the right to assign this Agreement or any of its rights or interests under this Agreement to any party without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Any unauthorized assignment shall be void.

SECTION 18. WAIVER(S):

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed a waiver of any other breach of the same or any other provision or covenant in this Agreement, including the time for performance of any such provision. An extension of time for performance of any obligation or act shall not be deemed an extension of time for performance of any other obligation or act.

The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

SECTION 19. BROKERS:

Purchaser and Seller each represents to the other that no realtor or broker has been retained, consulted or involved in connection with or negotiating this transaction. Each party agrees to defend, indemnify, and hold harmless the other party from any claims, expenses, costs, or liabilities arising in connection with a breach of that party's representations in this section.

SECTION 20. SUCCESSORS:

Subject to the terms of Section 17, Prohibiting Purchaser's Assignment, this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors and assigns.

SECTION 21. DISCRETION RETAINED BY SELLER:

Seller's execution of this Agreement in no way limits the discretion of Seller in the exercise of its municipal functions, including but limited to its police powers and its authority in land use regulation, entitlements, and the permit and approval process in connection with the development, use and rehabilitation of the Property.

SECTION 22. APPROVAL:

Purchaser acknowledges, understands and agrees that this Agreement is subject to the approval by the County Board of Supervisors and this Agreement shall have no force or effect unless and until such approval by the County's Board of Supervisors is obtained.

SECTION 23. GOVERNING LAW:

This Agreement shall be interpreted under and be governed by the laws of the State of California.

SECTION 24. NOTICES:

All notices permitted or required to be given under this Agreement or which either Seller or Purchaser desires to serve upon the other shall be in writing and shall be deemed duly given and effective (a) on actual delivery if delivery is by personal delivery, or (b) five (5) days after delivery in the United States Mail if delivery is by postage prepaid, to respective addresses as set forth below or to any other address as may be designated by a party:

**SELLER:**

By Personal Delivery

Stanislaus County Department of Public Works  
Attn: Rich Brown, Engineering Technician  
County Surveyor's Office  
1716 Morgan Road  
Modesto, CA 95358

By Mail

Stanislaus County Department of Public Works  
Attn: Rich Brown, Engineering Technician  
1716 Morgan Road  
Modesto, CA 95358

**PURCHASER:**

By Personal Delivery

Shatswell 1999 Revocable Trust  
4981 Cloutier Drive  
Salida, CA 95368


By Mail

Shatswell 1999 Revocable Trust  
P. O. Box 941  
Oakdale, CA 95361

**SIGNATURES ON FOLLOWING PAGE**

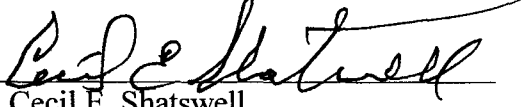
IN WITNESS WHEREOF, the County of Stanislaus, a political corporation, has authorized the execution of this Agreement by its Board of Supervisors and attestation by its Clerk of the Board, by Resolution No. 2009-501. Adopted by the County of Stanislaus on the 21st Day of July, 2009, and Purchaser has caused this Agreement to be duly executed.

**COUNTY OF STANISLAUS**

By:   
William O'Brien  
Chairman of the Board of Supervisors

“Seller”

**Shatswell 1999 Revocable Trust**

By:   
Cecil E. Shatswell  
Trustee

“Purchaser”

**ATTEST:**

Christine Ferraro Tallman  
Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California

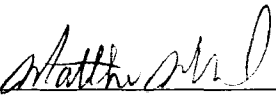
By:   
Deputy Clerk

**Shatswell 1999 Revocable Trust**

By:   
Carmen F. Shatswell  
Trustee

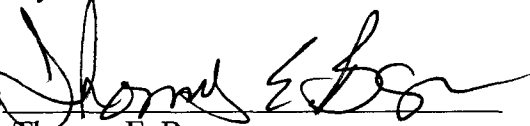
“Purchaser”

**APPROVED AS TO CONTENT:**

By:   
Matthew Machado, Director  
Public Works Department

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

## EXHIBIT "A"

Being a portion of the Northwest Quarter of Section 3 and Northeast Quarter of Section 4 of Township 3 South, Range 8 East, Mount Diablo Base and Meridian, in the County of Stanislaus, California described as follows:

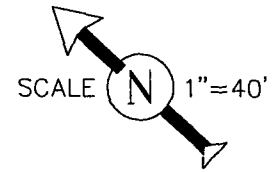
Beginning at the easterly Corner of Parcel "1" as shown in Book 48 of Parcel Maps, Page 82, Stanislaus County Records, said point being on the southwesterly right-of-way of Cloutier Drive, and the beginning of a non-tangent curve concave to the southwest having a radius of 970.00 feet with a radial line the bears North 37° 32' 15" East, and a central angle of 8° 00' 41", thence Northwesterly along said curve a length of 135.63 feet, thence North 62° 05' 15" West, 142.38 feet to the northerly corner of said Parcel 1, thence North 43° 07' 00 West, 5.07 feet, thence South 89° 40' 05' East, 68.66 feet to the beginning of a curve having a radius of 192.00 feet and a central angle of 42° 52' 13", thence Southeasterly along said curve a length of 143.66 feet thence South 47° 27' 42" East, 98.90 feet, thence South 46° 53' 00' West, 41.54 feet to the point of beginning.

Having an area of 12521.61 square feet.

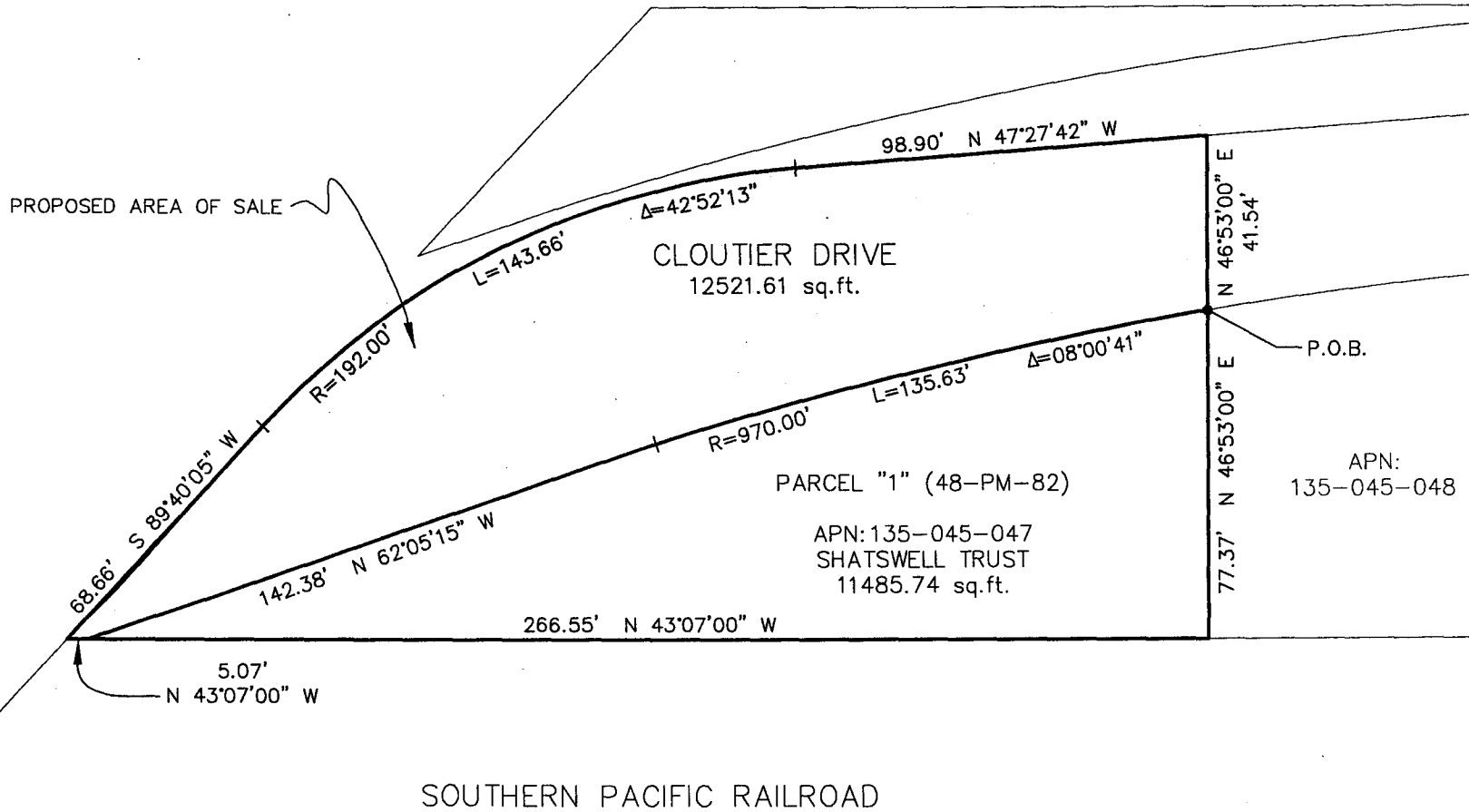
A.P.N 135-045-047



# EXHIBIT "B"



SALIDA BOULEVARD



PROPOSED SALE  
ABANDONED PORTION OF CLOUTIER DRIVE  
N ½ SECTION 3 T.3 S. R.8 E.  
CLOUTIER DRIVE  
APN: 135-045-047



Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
**DOC- 2012-0080474-00**  
Monday, SEP 10, 2012 13:13:54  
Ttl Pd \$0.00 Rcpt # 0003265120  
OMK/R2/1-14

**NO FEE**  
**RECORDING REQUESTED BY:**  
BOARD OF SUPERVISORS

ROAD NAME Cloutier Drive

**RETURN TO:**  
STANISLAUS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
1716 MORGAN ROAD  
MODESTO, CA 95355  
ATTN: RICH BROWN

A.P.N. 135-045-047 (adjacent)

## GRANT DEED

### Portion of abandoned Cloutier Drive

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE COUNTY OF STANISLAUS, a political corporation and/or governmental agency does hereby grant to;

Cecil E. Shatswell and Carmen F. Shatswell, Trustees of The Shatswell 1999 Revocable Trust,, Instrument dated April 1, 1999,

all of it's right, title, and interest in the real property situated in an unincorporated area of Stanislaus County, California, described as follows:

SEE ATTACHED EXHIBITS "A" AND "B" ATTACHED HERETO AND INCORPORATED  
HEREN BY THIS REFERENCE

Executed on September 7, 2012, at Modesto, California

COUNTY OF STANISLAUS

(Sign)   
Chairman of the Board of Supervisors

(Print) William O'Brien

*Handwritten initials*

## EXHIBIT "A"

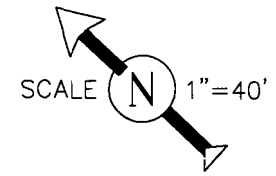
Being a portion of the Northwest Quarter of Section 3 and Northeast Quarter of Section 4 of Township 3 South, Range 8 East, Mount Diablo Base and Meridian, in the County of Stanislaus, California described as follows:

Beginning at the easterly Corner of Parcel "1" as shown in Book 48 of Parcel Maps, Page 82, Stanislaus County Records, said point being on the southwesterly right-of-way of Cloutier Drive, and the beginning of a non-tangent curve concave to the southwest having a radius of 970.00 feet with a radial line the bears North 37° 32' 15" East, and a central angle of 8° 00' 41", thence Northwesterly along said curve a length of 135.63 feet, thence North 62° 05' 15" West, 142.38 feet to the northerly corner of said Parcel 1, thence North 43° 07' 00" West, 5.07 feet, thence South 89° 40' 05" East, 68.66 feet to the beginning of a curve having a radius of 192.00 feet and a central angle of 42° 52' 13", thence Southeasterly along said curve a length of 143.66 feet thence South 47° 27' 42" East, 98.90 feet, thence South 46° 53' 00" West, 41.54 feet to the point of beginning.

Having an area of 12521.61 square feet.

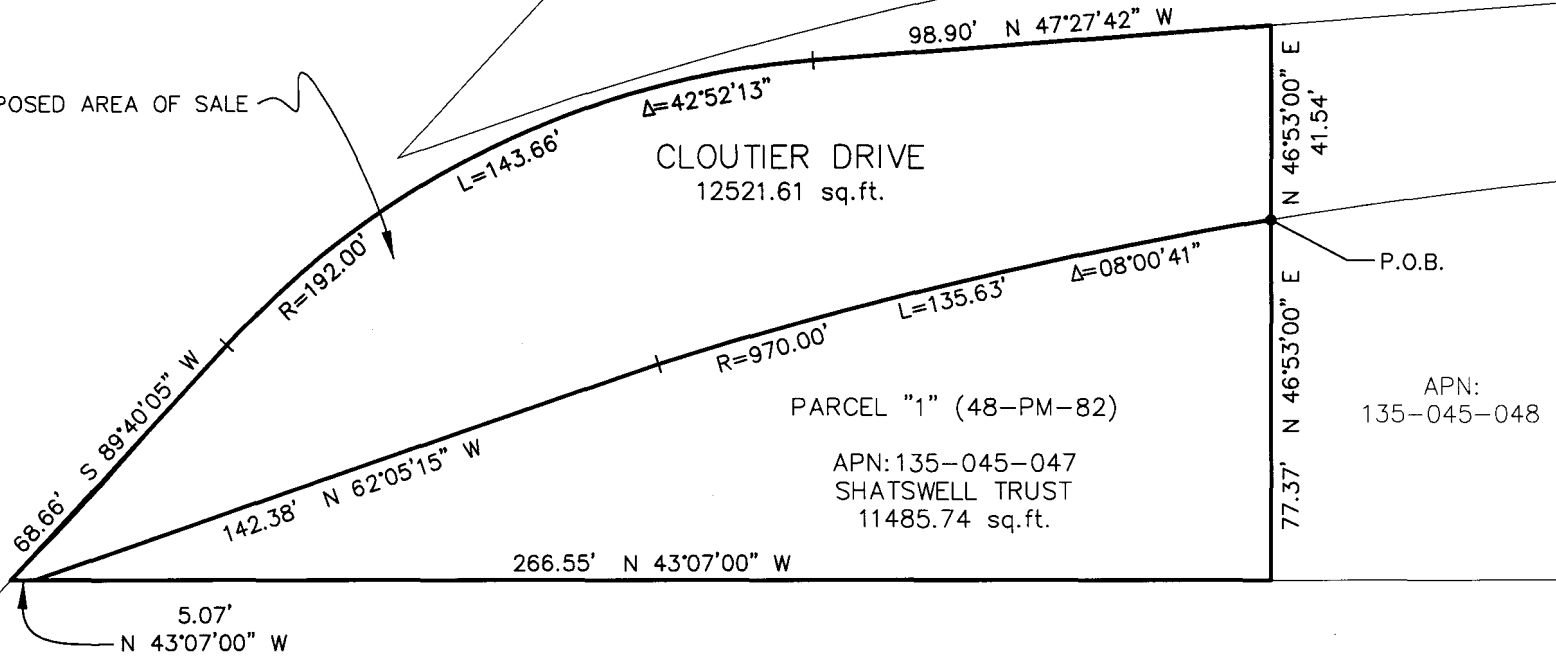
A.P.N 135-045-047

# EXHIBIT "B"



SALIDA BOULEVARD

PROPOSED AREA OF SALE



SOUTHERN PACIFIC RAILROAD



## PROPOSED SALE ABANDONED PORTION OF CLOUTIER DRIVE

N ½ SECTION 3 T.3 S. R.8 E.  
CLOUTIER DRIVE  
APN: 135-045-047



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )  
COUNTY OF Stanislaus )

On September 7, 2012 before me, Keimi Espinoza, Notary Public  
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, William O'Brien

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.



Keimi Espinoza (SEAL)  
NOTARY PUBLIC SIGNATURE

**OPTIONAL INFORMATION**

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT Grant Deed (Portion of Abandoned Cloutier Drive) APN: 135-045-047 (adjacent)

DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES Four

SIGNERS(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

SIGNER'S NAME \_\_\_\_\_ SIGNER'S NAME \_\_\_\_\_

RIGHT THUMBPRINT  
[Empty box for right thumbprint]

RIGHT THUMBPRINT  
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## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (The "Agreement") is made and entered into this 28<sup>th</sup> day of August, 2012, by and between the COUNTY OF STANISLAUS, a political corporation (hereafter "Seller") and the Shatswell 1999 Revocable Trust, ( hereafter "Purchaser").

### RECITALS

A. Seller is the owner of real property located in the County of Stanislaus, commonly known as a portion of Cloutier Drive and lying adjacent to Assessor's Parcel Number 135-045-047, and more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto (hereafter the "Property").

B. As of the date of this Agreement, the Property is vacant, having no buildings or structures thereon.

C. In July 2009, Seller abandoned that portion of Cloutier Drive and declared the Property as surplus property and Seller desires to sell the Property on terms and conditions in this Agreement.

D. Purchaser desires to purchase the Property on terms and conditions in this Agreement.

### SECTION 1. RECITALS:

The foregoing recitals are part of this Agreement.

### SECTION 2. PURCHASE AND SALE:

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees to sell and Purchaser agrees to purchase the Property under the terms and conditions of this Agreement.

### SECTION 3. PURCHASE PRICE:

The full purchase price of \$5,634.72 for the Property is based on \$0.45 per square foot as described in Exhibit A and shown on Exhibit B attached hereto and being a part of this agreement.

SECTION 4. PAYMENT:

Purchaser shall pay the entire Purchase Price to Seller through Stanislaus County's Department of Public Works.

SECTION 5. CONVEYANCE OF TITLE:

Seller agrees to convey and grant to Purchaser, and Purchaser agrees to accept, subject to the conditions set forth herein, title to the property by Grant Deed.

SECTION 6. SELLER'S REPRESENTATIONS:

Seller represents to Purchaser that:

(i) Seller owns the Property free and clear of all liens, leases, claims, encumbrances and encroachments not disclosed by the public record. Except as disclosed herein, Seller has no knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than Seller.

(ii) No litigation, and no governmental, administrative, or regulatory act or proceeding is pending or, to the best of Seller's knowledge, proposed, threatened, or anticipated with respect to the Seller, or with respect to any other matter affecting the Property or its condition.

(iii) To the best of Seller's knowledge, Seller has received no written notice of any hazardous materials located on, under or about the Property.

(iv) To the best of Seller's knowledge, Seller has received no written notice of any currently outstanding violations of any federal, state, county or municipal law, ordinance, order, regulation, or requirement involving or affecting the Property.

(v) Prior to Closing, Seller shall, at its sole cost and expense, and subject to Purchaser's reasonable satisfaction, maintain the Property in good repair and in the same condition as of the date of this Agreement, reasonable wear and tear excepted.

SECTION 7. RELEASE:

From and after Closing, Purchaser hereby waives, releases, remises, acquits, and forever discharges Seller, its officers, employees, and agents, and their respective heirs, successors and assigns, of and from any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees, and expenses of whatever kind and nature, in law or in equity, known or unknown, which Purchaser ever had, now has, hereafter can, shall or may acquire or possess,

arising out of or in any way connected with, (1) Seller's use, maintenance, ownership and operation of the Property prior to Closing, or (2) the condition, status, suitability, quality, nature, contamination or environmental state of the Property.

It is the intention of this Section that any and all responsibilities and obligations of Seller, and any and all rights or claims of Purchaser, its successors and assigns and affiliated entities, arising by virtue of the physical or environmental condition of the Property as well as the effect of zoning and any land use and environmental laws, regulations and ordinances affecting the Property and its use are by this release provision declared null and void and of no present or future effect to such parties. Purchaser agrees to waive the benefits of section 1542 of the California Civil Code, which provides as follows:

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 8. INDEMNITY:

Purchaser shall, to the maximum extent permitted by law save, defend, indemnify and hold harmless Seller, its officials, employees and agents and their respective heirs, successors and assigns (collectively the "Indemnified Parties") from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, penalties, punitive damages, losses, costs, liabilities, interest, attorney's fees, including but not limited to any such fees and expenses incurred in enforcing this indemnity provision, resulting from, arising out of or in any way connected with injury to or the death of any persons (including, without limitation any Indemnified Party) or physical damage to property of any kind wherever located and by whomever owned (including, without limitation any Indemnified Party) arising out of or in any way connected with Seller's ownership or use of the Property.

SECTION 9. "AS IS":

Purchaser acknowledges and agrees that the Property is to be sold and conveyed to, and accepted by Purchaser, in an "as is" condition with all faults. Purchaser has investigated and has knowledge of operative or proposed governmental laws and regulations, including but not limited to, zoning, environmental and land use laws and regulations, to which the Property is or may be subject and accepts the Property solely upon the basis of its review and determination of the applicability and effect of such laws and regulations. Purchaser acknowledges that they are entering into this Agreement on the basis of Purchaser's own investigation and knowledge as to (1) the prior uses of the Property, (2) the physical and environmental conditions of the Property, including soils and other subsurface conditions, (3) the utilities, zoning, maps, permits, engineering data and laws, regulations and ordinances affecting the suitability of the Property for



intended uses. Purchaser expressly assumes the risk that adverse physical and environmental conditions may not have been revealed by Purchaser's own investigation. Purchaser further acknowledges that Seller, its agents and employees have made no representations or warranty of any kind in connection with any matter relating to the condition, fitness, suitability, readiness or zoning of the Property upon which Purchaser has relied directly or indirectly for any purpose. Purchaser hereby waives, releases, remises, acquits and forever discharges Seller, Seller's employees, agents and officials of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser now has or which may arise in the future on the account of or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto.

**SECTION 10. SURVIVAL OF PROVISIONS:**

Purchaser acknowledges, understands and agrees that the provisions of Sections 7 (Release), Section 8 (Indemnity) and Section 9 ("As-Is") herein shall survive the completion of this Agreement or any termination of this Agreement.

**SECTION 11. CONDITIONS TO PURCHASER'S PERFORMANCE:**

Purchaser's obligation to perform under this Agreement is subject to the following condition:

(a) Seller's representations and warranties in this Agreement being correct as of the date of this Agreement and at completion of this Agreement.

**SECTION 12. CONDITIONS TO SELLER'S PERFORMANCE:**

Seller's obligation to perform under this Agreement is subject to the following conditions:

(a) Purchaser's representations and warranties in this Agreement being correct as of the date of this Agreement.

(b) Purchaser's performance of all of the obligations which it is required to perform pursuant to this Agreement.

(c) Purchaser(s) is/are current owner(s) of property adjacent to property described in Exhibits "A" and "B".

**SECTION 13. SELLER'S COVENANTS:**

Commencing with the full execution of this Agreement by both parties and until Close of

Escrow:

(a) Seller shall not permit any liens, encumbrances, or easements to be placed on the property, other than the Approved Exceptions, nor shall Seller enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Purchaser or the Property after the Close of escrow without the prior written consent of Purchaser.

(b) Seller shall not permit any act of waste or act that would tend to diminish the value of the property for any reason, except that caused by ordinary wear and tear.

**SECTION 14. PURCHASER'S REPRESENTATIONS AND WARRANTIES:**

Purchaser represents and warrants as follows:

(a) Purchaser has full power and authority to enter into and perform this Agreement. The execution, delivery and performance of this Agreement by Purchaser have been duly authorized by all necessary actions on the part of Purchaser, and all required consents or approvals of Purchaser have been duly obtained. This Agreement is a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(b) The documents executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Purchaser.

(c) Purchaser acknowledges and agrees that it has not relied upon any representations by Seller with respect to (1) the condition of the Property or (2) the suitability of the Property, including physical condition, access, zoning, environmental matters, permits, utilities, code compliance, or any other matter affecting the Property or any use intended of the property by Purchaser. Purchaser acknowledges, understands and agrees it is Purchaser's obligation and responsibility to satisfy itself concerning these issues. Purchaser further acknowledges that the execution of this Agreement in no way limits the discretion of Seller in the permit and approval process in connection with development, rehabilitation and use of the Property by Purchaser.

**SECTION 15. ENTIRE AGREEMENT:**

This Agreement and the documents referenced herein contain the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

**SECTION 16. AMENDMENTS:**

This Agreement, including any exhibits hereto, shall not be amended or changed except in writing, signed by the parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.

SECTION 17. NO ASSIGNMENT:

Purchaser shall not have the right to assign this Agreement or any of its rights or interests under this Agreement to any party without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Any unauthorized assignment shall be void.

SECTION 18. WAIVER(S):

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed a waiver of any other breach of the same or any other provision or covenant in this Agreement, including the time for performance of any such provision. An extension of time for performance of any obligation or act shall not be deemed an extension of time for performance of any other obligation or act.

The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

SECTION 19. BROKERS:

Purchaser and Seller each represents to the other that no realtor or broker has been retained, consulted or involved in connection with or negotiating this transaction. Each party agrees to defend, indemnify, and hold harmless the other party from any claims, expenses, costs, or liabilities arising in connection with a breach of that party's representations in this section.

SECTION 20. SUCCESSORS:

Subject to the terms of Section 17, Prohibiting Purchaser's Assignment, this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors and assigns.

SECTION 21. DISCRETION RETAINED BY SELLER:

Seller's execution of this Agreement in no way limits the discretion of Seller in the exercise of its municipal functions, including but limited to its police powers and its authority in land use regulation, entitlements, and the permit and approval process in connection with the development, use and rehabilitation of the Property.

**SECTION 22. APPROVAL:**

Purchaser acknowledges, understands and agrees that this Agreement is subject to the approval by the County Board of Supervisors and this Agreement shall have no force or effect unless and until such approval by the County's Board of Supervisors is obtained.

**SECTION 23. GOVERNING LAW:**

This Agreement shall be interpreted under and be governed by the laws of the State of California.

**SECTION 24. NOTICES:**

All notices permitted or required to be given under this Agreement or which either Seller or Purchaser desires to serve upon the other shall be in writing and shall be deemed duly given and effective (a) on actual delivery if delivery is by personal delivery, or (b) five (5) days after delivery in the United States Mail if delivery is by postage prepaid, to respective addresses as set forth below or to any other address as may be designated by a party:

**SELLER:**

By Personal Delivery

Stanislaus County Department of Public Works  
Attn: Rich Brown, Engineering Technician  
County Surveyor's Office  
1716 Morgan Road  
Modesto, CA 95358

By Mail

Stanislaus County Department of Public Works  
Attn: Rich Brown, Engineering Technician  
1716 Morgan Road  
Modesto, CA 95358

**PURCHASER:**

By Personal Delivery

Shatswell 1999 Revocable Trust  
4981 Cloutier Drive  
Salida, CA 95368

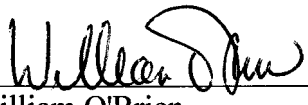
By Mail

Shatswell 1999 Revocable Trust  
P. O. Box 941  
Oakdale, CA 95361

**SIGNATURES ON FOLLOWING PAGE**

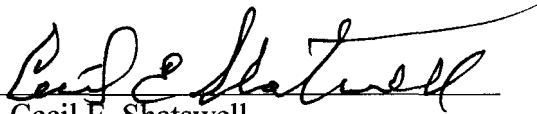
IN WITNESS WHEREOF, the County of Stanislaus, a political corporation, has authorized the execution of this Agreement by its Board of Supervisors and attestation by its Clerk of the Board, by Resolution No. 2009-501. Adopted by the County of Stanislaus on the 21st Day of July, 2009, and Purchaser has caused this Agreement to be duly executed.

**COUNTY OF STANISLAUS**

By:   
William O'Brien  
Chairman of the Board of Supervisors

“Seller”

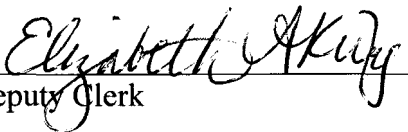
**Shatswell 1999 Revocable Trust**

By:   
Cecil E. Shatswell  
Trustee

“Purchaser”

**ATTEST:**

Christine Ferraro Tallman  
Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California

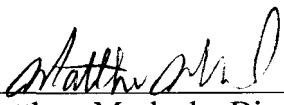
By:   
Deputy Clerk

**Shatswell 1999 Revocable Trust**

By:   
Carmen F. Shatswell  
Trustee

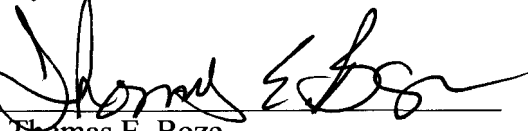
“Purchaser”

**APPROVED AS TO CONTENT:**

By:   
Matthew Machado, Director  
Public Works Department

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

## EXHIBIT "A"

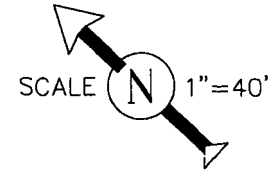
Being a portion of the Northwest Quarter of Section 3 and Northeast Quarter of Section 4 of Township 3 South, Range 8 East, Mount Diablo Base and Meridian, in the County of Stanislaus, California described as follows:

Beginning at the easterly Corner of Parcel "1" as shown in Book 48 of Parcel Maps, Page 82, Stanislaus County Records, said point being on the southwesterly right-of-way of Cloutier Drive, and the beginning of a non-tangent curve concave to the southwest having a radius of 970.00 feet with a radial line the bears North 37° 32' 15" East, and a central angle of 8° 00' 41", thence Northwesterly along said curve a length of 135.63 feet, thence North 62° 05' 15" West, 142.38 feet to the northerly corner of said Parcel 1, thence North 43° 07' 00" West, 5.07 feet, thence South 89° 40' 05" East, 68.66 feet to the beginning of a curve having a radius of 192.00 feet and a central angle of 42° 52' 13", thence Southeasterly along said curve a length of 143.66 feet thence South 47° 27' 42" East, 98.90 feet, thence South 46° 53' 00" West, 41.54 feet to the point of beginning.

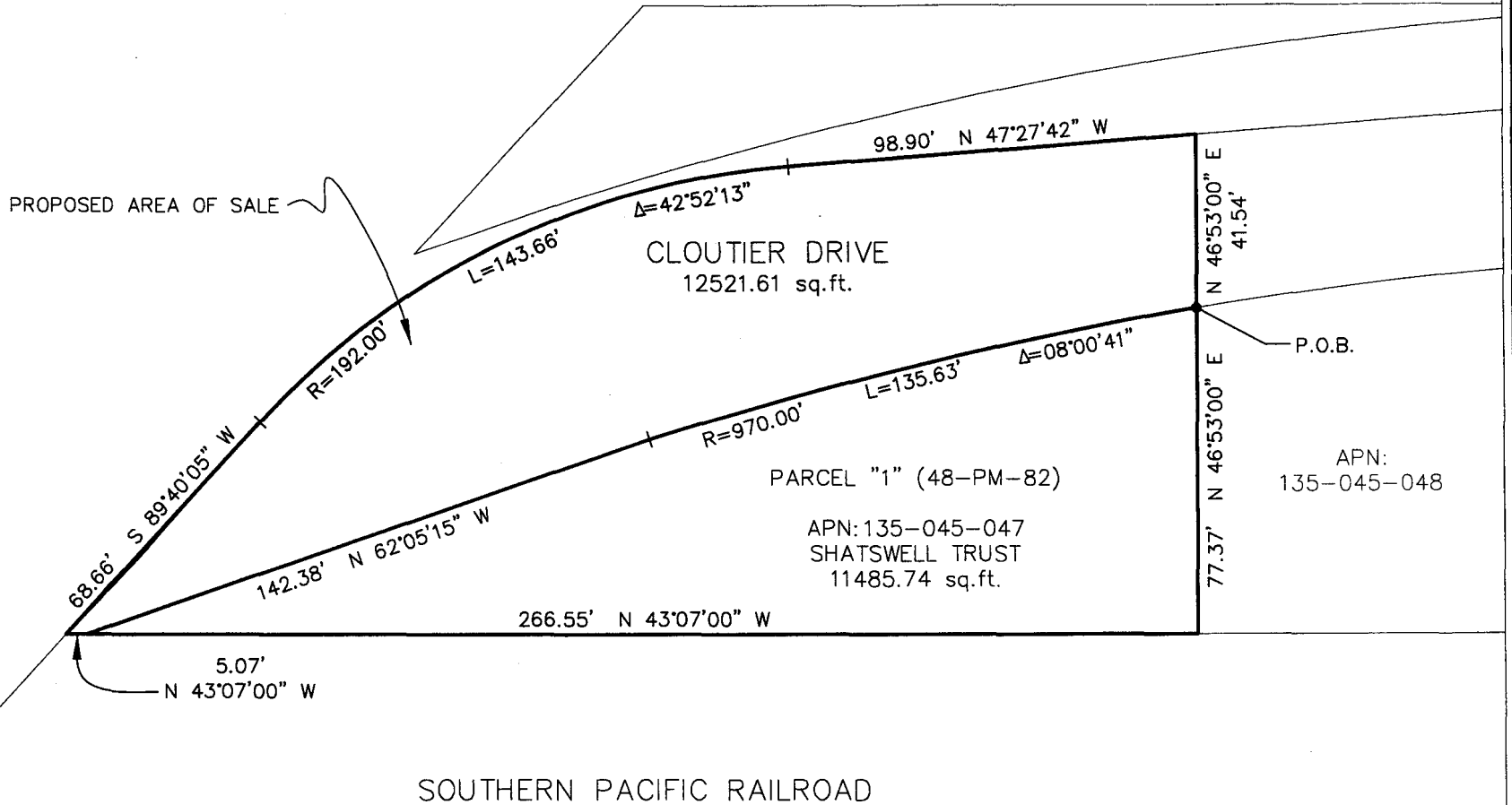
Having an area of 12521.61 square feet.

A.P.N 135-045-047

# EXHIBIT "B"



SALIDA BOULEVARD



## PROPOSED SALE ABANDONED PORTION OF CLOUTIER DRIVE

N ½ SECTION 3 T.3 S. R.8 E.  
CLOUTIER DRIVE  
APN: 135-045-047





Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
**DOC- 2012-0080475-00**

Monday, SEP 10, 2012 13:14:00  
Ttl Pd \$0.00 Rcpt # 0003265121  
OMK/R2/1-14

**NO FEE**  
**RECORDING REQUESTED BY:**  
BOARD OF SUPERVISORS

ROAD NAME Cloutier Drive

**RETURN TO:**  
STANISLAUS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
1716 MORGAN ROAD  
MODESTO, CA 95355  
ATTN: RICH BROWN

A.P.N. 135-045-048 (adjacent)

## GRANT DEED

### Portion of abandoned Cloutier Drive

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE COUNTY OF STANISLAUS, a political corporation and/or governmental agency does hereby grant to;

SSS&H, LLC

all of it's right, title, and interest in the real property situated in an unincorporated area of Stanislaus County, California, described as follows:

SEE ATTACHED EXHIBITS "A" AND "B" ATTACHED HERETO AND INCORPORATED  
HEREN BY THIS REFERENCE

Executed on September 7, 2012, at Modesto, California

COUNTY OF STANISLAUS

(Sign)   
Chairman of the Board of Supervisors

(Print) William O'Brien

LMK



## EXHIBIT "A"

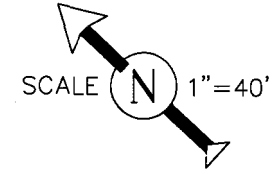
Being a portion of the Northwest Quarter of Section 3 of Township 3 South, Range 8 East, Mount Diablo Base and Meridian, in the County of Stanislaus, California described as follows:

Beginning at the easterly Corner of Parcel "2" as shown in Book 48 of Parcel Maps, Page 82, Stanislaus County Records, said point being on the Southwesterly right-of-way of Cloutier Drive, and the beginning of a non-tangent curve concave to the Southwest having a radius of 970.00 feet with a radial line the bears North 46° 26' 16" East, and a central angle of 8° 54' 01", thence Northwesterly along said curve a length of 150.68 feet, to the northerly corner of said Parcel 2, thence North 46° 53' 00" East, 41.54 feet, thence South 47° 27' 42" East, 150.43 feet, thence South 46° 53' 00" West, 40.33 feet to the point of beginning.

Having an area of 5,846.94 square feet.

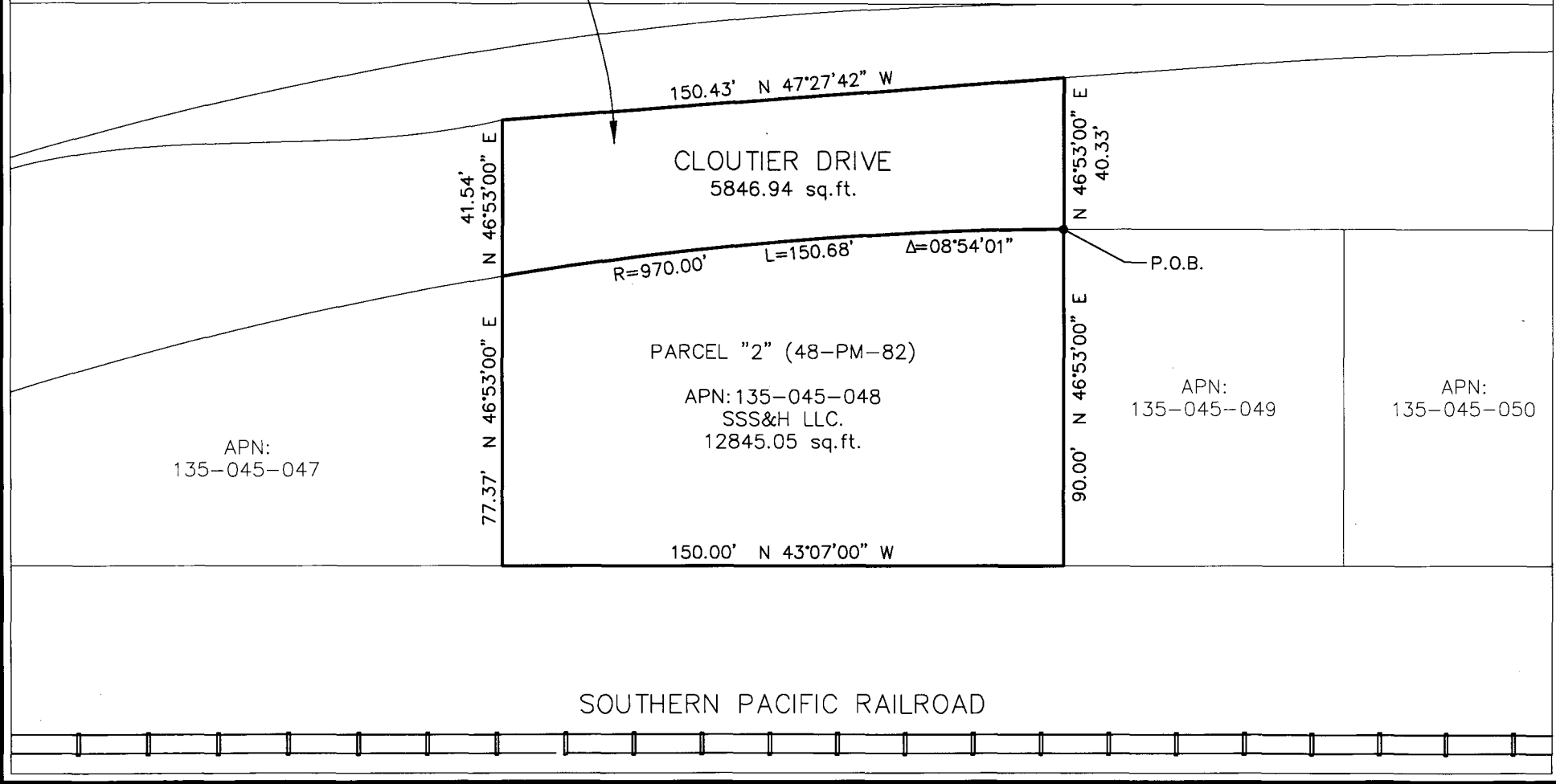
A.P.N. 135-045-048

# EXHIBIT "B"



PROPOSED AREA OF SALE

SALIDA BOULEVARD



**PROPOSED SALE**  
**ABANDONED PORTION OF CLOUTIER DRIVE**  
N ½ SECTION 3 T.3 S. R.8 E.  
CLOUTIER DRIVE  
APN: 135-045-048



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )  
COUNTY OF Stanislaus )

On September 7, 2012 before me, Keimi Espinoza, Notary Public  
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, William O'Brien

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/hers/their authorized capacity(ies), and that by his/hers/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.



Keimi Espinoza (SEAL)  
NOTARY PUBLIC SIGNATURE

**OPTIONAL INFORMATION**

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT Grant Deed (Portion of Abandoned Cloutier Drive) APN: 135-045-048 (adjacent)

DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES Four

SIGNERS(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

SIGNER'S NAME \_\_\_\_\_ SIGNER'S NAME \_\_\_\_\_

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## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (The "Agreement") is made and entered into this 30th day of August, 2012, by and between the COUNTY OF STANISLAUS, a political corporation (hereafter "Seller") and SSS & H, LLC, ( hereafter "Purchaser").

### RECITALS

A. Seller is the owner of real property located in the County of Stanislaus, commonly known as a portion of Cloutier Drive and lying adjacent to Assessor's Parcel Number 135-045-048, and more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto (hereafter the "Property").

B. As of the date of this Agreement, the Property is vacant, having no buildings or structures thereon.

C. In July 2009, Seller abandoned that portion of Cloutier Drive and declared the Property as surplus property and Seller desires to sell the Property on terms and conditions in this Agreement.

D. Purchaser desires to purchase the Property on terms and conditions in this Agreement.

### SECTION 1. RECITALS:

The foregoing recitals are part of this Agreement.

### SECTION 2. PURCHASE AND SALE:

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees to sell and Purchaser agrees to purchase the Property under the terms and conditions of this Agreement.

### SECTION 3. PURCHASE PRICE:

The full purchase price of \$2,631.23 for the Property is based on \$0.45 per square foot as described in Exhibit A and shown on Exhibit B attached hereto and being a part of this agreement.

SECTION 4. PAYMENT:

Purchaser shall pay the entire Purchase Price to Seller through Stanislaus County's Department of Public Works.

SECTION 5. CONVEYANCE OF TITLE:

Seller agrees to convey and grant to Purchaser, and Purchaser agrees to accept, subject to the conditions set forth herein, title to the property by Grant Deed.

SECTION 6. SELLER'S REPRESENTATIONS:

Seller represents to Purchaser that:

(i) Seller owns the Property free and clear of all liens, leases, claims, encumbrances and encroachments not disclosed by the public record. Except as disclosed herein, Seller has no knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than Seller.

(ii) No litigation, and no governmental, administrative, or regulatory act or proceeding is pending or, to the best of Seller's knowledge, proposed, threatened, or anticipated with respect to the Seller, or with respect to any other matter affecting the Property or its condition.

(iii) To the best of Seller's knowledge, Seller has received no written notice of any hazardous materials located on, under or about the Property.

(iv) To the best of Seller's knowledge, Seller has received no written notice of any currently outstanding violations of any federal, state, county or municipal law, ordinance, order, regulation, or requirement involving or affecting the Property.

(v) Prior to Closing, Seller shall, at its sole cost and expense, and subject to Purchaser's reasonable satisfaction, maintain the Property in good repair and in the same condition as of the date of this Agreement, reasonable wear and tear excepted.

SECTION 7. RELEASE:

From and after Closing, Purchaser hereby waives, releases, remises, acquits, and forever discharges Seller, its officers, employees, and agents, and their respective heirs, successors and assigns, of and from any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees, and expenses of whatever kind and nature, in law or in equity, known or unknown, which Purchaser ever had, now has, hereafter can, shall or may acquire or possess,

arising out of or in any way connected with, (1) Seller's use, maintenance, ownership and operation of the Property prior to Closing, or (2) the condition, status, suitability, quality, nature, contamination or environmental state of the Property.

It is the intention of this Section that any and all responsibilities and obligations of Seller, and any and all rights or claims of Purchaser, its successors and assigns and affiliated entities, arising by virtue of the physical or environmental condition of the Property as well as the effect of zoning and any land use and environmental laws, regulations and ordinances affecting the Property and its use are by this release provision declared null and void and of no present or future effect to such parties. Purchaser agrees to waive the benefits of section 1542 of the California Civil Code, which provides as follows:

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 8. INDEMNITY:**

Purchaser shall, to the maximum extent permitted by law save, defend, indemnify and hold harmless Seller, its officials, employees and agents and their respective heirs, successors and assigns (collectively the "Indemnified Parties") from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, penalties, punitive damages, losses, costs, liabilities, interest, attorney's fees, including but not limited to any such fees and expenses incurred in enforcing this indemnity provision, resulting from, arising out of or in any way connected with injury to or the death of any persons (including, without limitation any Indemnified Party) or physical damage to property of any kind wherever located and by whomever owned (including, without limitation any Indemnified Party) arising out of or in any way connected with Seller's ownership or use of the Property.

**SECTION 9. "AS IS":**

Purchaser acknowledges and agrees that the Property is to be sold and conveyed to, and accepted by Purchaser, in an "as is" condition with all faults. Purchaser has investigated and has knowledge of operative or proposed governmental laws and regulations, including but not limited to, zoning, environmental and land use laws and regulations, to which the Property is or may be subject and accepts the Property solely upon the basis of its review and determination of the applicability and effect of such laws and regulations. Purchaser acknowledges that they are entering into this Agreement on the basis of Purchaser's own investigation and knowledge as to (1) the prior uses of the Property, (2) the physical and environmental conditions of the Property, including soils and other subsurface conditions, (3) the utilities, zoning, maps, permits, engineering data and laws, regulations and ordinances affecting the suitability of the Property for

intended uses. Purchaser expressly assumes the risk that adverse physical and environmental conditions may not have been revealed by Purchaser's own investigation. Purchaser further acknowledges that Seller, its agents and employees have made no representations or warranty of any kind in connection with any matter relating to the condition, fitness, suitability, readiness or zoning of the Property upon which Purchaser has relied directly or indirectly for any purpose. Purchaser hereby waives, releases, remises, acquits and forever discharges Seller, Seller's employees, agents and officials of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser now has or which may arise in the future on the account of or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto.

**SECTION 10. SURVIVAL OF PROVISIONS:**

Purchaser acknowledges, understands and agrees that the provisions of Sections 7 (Release), Section 8 (Indemnity) and Section 9 ("As-Is") herein shall survive the completion of this Agreement or any termination of this Agreement.

**SECTION 11. CONDITIONS TO PURCHASER'S PERFORMANCE:**

Purchaser's obligation to perform under this Agreement is subject to the following condition:

(a) Seller's representations and warranties in this Agreement being correct as of the date of this Agreement and at completion of this Agreement.

**SECTION 12. CONDITIONS TO SELLER'S PERFORMANCE:**

Seller's obligation to perform under this Agreement is subject to the following conditions:

(a) Purchaser's representations and warranties in this Agreement being correct as of the date of this Agreement.

(b) Purchaser's performance of all of the obligations which it is required to perform pursuant to this Agreement.

(c) Purchaser(s) is/are current owner(s) of property adjacent to property described in Exhibits "A" and "B".

**SECTION 13. SELLER'S COVENANTS:**

Commencing with the full execution of this Agreement by both parties and until Close of

Escrow:

(a) Seller shall not permit any liens, encumbrances, or easements to be placed on the property, other than the Approved Exceptions, nor shall Seller enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Purchaser or the Property after the Close of escrow without the prior written consent of Purchaser.

(b) Seller shall not permit any act of waste or act that would tend to diminish the value of the property for any reason, except that caused by ordinary wear and tear.

**SECTION 14. PURCHASER'S REPRESENTATIONS AND WARRANTIES:**

Purchaser represents and warrants as follows:

(a) Purchaser has full power and authority to enter into and perform this Agreement. The execution, delivery and performance of this Agreement by Purchaser have been duly authorized by all necessary actions on the part of Purchaser, and all required consents or approvals of Purchaser have been duly obtained. This Agreement is a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(b) The documents executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Purchaser.

(c) Purchaser acknowledges and agrees that it has not relied upon any representations by Seller with respect to (1) the condition of the Property or (2) the suitability of the Property, including physical condition, access, zoning, environmental matters, permits, utilities, code compliance, or any other matter affecting the Property or any use intended of the property by Purchaser. Purchaser acknowledges, understands and agrees it is Purchaser's obligation and responsibility to satisfy itself concerning these issues. Purchaser further acknowledges that the execution of this Agreement in no way limits the discretion of Seller in the permit and approval process in connection with development, rehabilitation and use of the Property by Purchaser.

**SECTION 15. ENTIRE AGREEMENT:**

This Agreement and the documents referenced herein contain the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

**SECTION 16. AMENDMENTS:**



This Agreement, including any exhibits hereto, shall not be amended or changed except in writing, signed by the parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.

SECTION 17. NO ASSIGNMENT:

Purchaser shall not have the right to assign this Agreement or any of its rights or interests under this Agreement to any party without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Any unauthorized assignment shall be void.

SECTION 18. WAIVER(S):

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed a waiver of any other breach of the same or any other provision or covenant in this Agreement, including the time for performance of any such provision. An extension of time for performance of any obligation or act shall not be deemed an extension of time for performance of any other obligation or act.

The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

SECTION 19. BROKERS:

Purchaser and Seller each represents to the other that no realtor or broker has been retained, consulted or involved in connection with or negotiating this transaction. Each party agrees to defend, indemnify, and hold harmless the other party from any claims, expenses, costs, or liabilities arising in connection with a breach of that party's representations in this section.

SECTION 20. SUCCESSORS:

Subject to the terms of Section 17, Prohibiting Purchaser's Assignment, this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors and assigns.

SECTION 21. DISCRETION RETAINED BY SELLER:

Seller's execution of this Agreement in no way limits the discretion of Seller in the exercise of its municipal functions, including but limited to its police powers and its authority in land use regulation, entitlements, and the permit and approval process in connection with the development, use and rehabilitation of the Property.

SECTION 22. APPROVAL:

Purchaser acknowledges, understands and agrees that this Agreement is subject to the approval by the County Board of Supervisors and this Agreement shall have no force or effect unless and until such approval by the County's Board of Supervisors is obtained.

SECTION 23. GOVERNING LAW:

This Agreement shall be interpreted under and be governed by the laws of the State of California.

SECTION 24. NOTICES:

All notices permitted or required to be given under this Agreement or which either Seller or Purchaser desires to serve upon the other shall be in writing and shall be deemed duly given and effective (a) on actual delivery if delivery is by personal delivery, or (b) five (5) days after delivery in the United States Mail if delivery is by postage prepaid, to respective addresses as set forth below or to any other address as may be designated by a party:

**SELLER:**

By Personal Delivery  
Stanislaus County Department of Public Works  
Attn: Rich Brown, Engineering Technician  
County Surveyor's Office  
1716 Morgan Road  
Modesto, CA 95358

By Mail  
Stanislaus County Department of Public Works  
Attn: Rich Brown, Engineering Technician  
1716 Morgan Road  
Modesto, CA 95358

**PURCHASER:**

By Personal Delivery  
SSS & H, LLC  
4971 Cloutier Drive  
Salida, CA 95368

By Mail  
SSS & H, LLC  
P. O. Box 941  
Oakdale, CA 95361

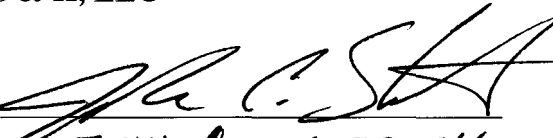
**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the County of Stanislaus, a political corporation, has authorized the execution of this Agreement by its Board of Supervisors and attestation by its Clerk of the Board, by Resolution No. 2009-501. Adopted by the County of Stanislaus on the 21st Day of July, 2009, and Purchaser has caused this Agreement to be duly executed.

**COUNTY OF STANISLAUS**

**SSS & H, LLC**

By:   
William O'Brien  
Chairman of the Board of Supervisors

By:   
JOHN C. STASZEWSKI  
MANAGER

“Seller”

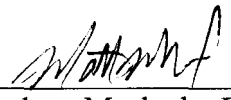
“Purchaser”

**ATTEST:**

Christine Ferraro Tallman  
Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California


By:   
Deputy Clerk

**APPROVED AS TO CONTENT:**

By:   
Matthew Machado, Director  
Public Works Department

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

## EXHIBIT "A"

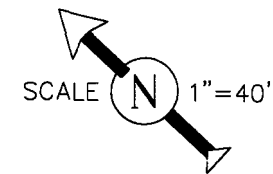
Being a portion of the Northwest Quarter of Section 3 of Township 3 South, Range 8 East, Mount Diablo Base and Meridian, in the County of Stanislaus, California described as follows:

Beginning at the easterly Corner of Parcel "2" as shown in Book 48 of Parcel Maps, Page 82, Stanislaus County Records, said point being on the Southwesterly right-of-way of Cloutier Drive, and the beginning of a non-tangent curve concave to the Southwest having a radius of 970.00 feet with a radial line the bears North 46° 26' 16" East, and a central angle of 8° 54' 01", thence Northwesterly along said curve a length of 150.68 feet, to the northerly corner of said Parcel 2, thence North 46° 53' 00" East, 41.54 feet, thence South 47° 27' 42" East, 150.43 feet, thence South 46° 53' 00" West, 40.33 feet to the point of beginning.

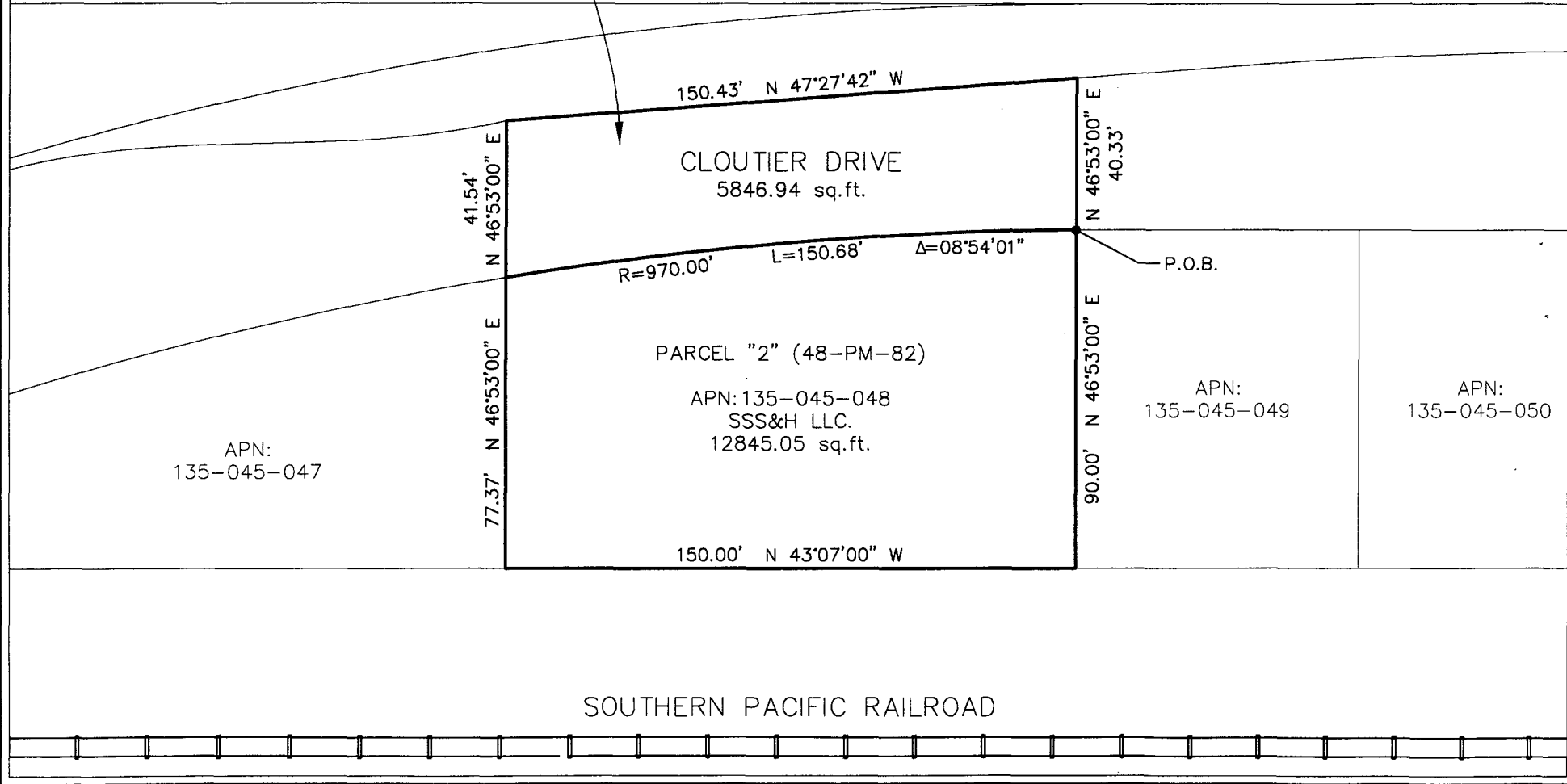
Having an area of 5,846.94 square feet.

A.P.N. 135-045-048

# EXHIBIT "B"



PROPOSED AREA OF SALE → SALIDA BOULEVARD



150.43' N 47°27'42" W

CLOUTIER DRIVE  
5846.94 sq.ft.

R=970.00' L=150.68' Δ=08°54'01"

PARCEL "2" (48-PM-82)

APN: 135-045-048  
SSS&H LLC.  
12845.05 sq.ft.

APN:  
135-045-047

P.O.B.

APN:  
135-045-049

APN:  
135-045-050

150.00' N 43°07'00" W

SOUTHERN PACIFIC RAILROAD



## PROPOSED SALE ABANDONED PORTION OF CLOUTIER DRIVE

N ½ SECTION 3 T.3 S. R.8 E.  
CLOUTIER DRIVE  
APN: 135-045-048

