

OFFER TO PURCHASE REAL PROPERTY AND PURCHASE AND SALE AGREEMENT

This is intended to be a legally binding contract. Read it carefully and consult an attorney prior to signing it.

Coastside Infant/Toddler Center ("Buyer"), hereby offers to purchase from the County of San Mateo, a political subdivision of the State of California, ("Seller"), the real property described in Exhibit "A" ("the property"), under the terms and conditions set forth below:

1. **Purchase Price:** The purchase price for the property is One Hundred Thirty Three Thousand Nine Hundred and Fifty Dollars (\$133,950).

The full amount of the purchase price, One Hundred Thirty Three Thousand Nine Hundred and Fifty Dollars (\$133,950.00) shall be deposited by December 24, 2001 in the escrow account account as set out in Section 2 (escrow) of the agreement. The purchase price to be payable to the County of San Mateo at the close of escrow.

2. **Escrow:** This sale shall be consummated through an escrow established with Old Republic Title Company, 601 Allerton, Redwood City, California. The closing date for the escrow shall be prior to December 31, 2001. Escrow shall be considered closed when the deed to the property is recorded.

Prior to December 24, 2001 each party shall execute and deliver to the escrow holder its written instructions consistent with the terms and conditions of this Agreement and shall provide the escrow holder with such other information, documents, and instruments as the escrow holder may reasonably require to enable it to close the transaction on the closing date.

If the designated escrow holder is unable or unwilling to act, Buyer shall designate another escrow holder subject to Seller's approval, which shall not be unreasonably withheld.

3. **Deed and Title:** Seller shall convey to Buyer by grant deed a fee simple interest in the property. Other than the assurances of a grant deed the Seller does not warrant the condition of the title to the property to be sold.

Buyer shall take title as Coastside Infant/Toddler Center, a California corporation. (The manner of taking title may have significant legal and tax consequences. Therefore, give this matter serious consideration.)

4. **Closing Costs:** Seller shall pay the cost of preparing, executing, acknowledging and delivering the grant deed. Buyer shall pay all recording fees, escrow fees, the premium for the title insurance policy (if any), all fees and costs for any new financing, and shall pay any transfer taxes.

5. **Time of the Essence:** Time is of the essence of this Agreement and failure to comply with this provision shall be a material breach of this Agreement. Unless previously extended in writing by Buyer and Seller, the escrow shall close not later than the date specified in Section 2 (Escrow). If the escrow fails to close as provided

above, Buyer or Seller may at any time thereafter give written notice to the escrow holder to cancel the escrow and return documents in escrow to their respective depositors. The escrow holder shall comply with the notice without further consent from any other party to the escrow. Cancellation of escrow as provided here shall be without prejudice to whatever legal rights Buyer and Seller may have against each other.

6. **"As Is" Clause; No Warranties Given by Seller:** Buyer acknowledges that Buyer is purchasing the property solely in reliance on Buyer's own investigation, and that no representations or warranties of any kind whatsoever, express or implied, have been made by Seller or its agents. Buyer further acknowledges that Buyer is aware of all zoning and other governmental regulations, site and physical conditions, and other matters affecting the use and condition of the property. Buyer shall not, by reason of eminent domain, destruction of all or any part of the property without Seller's fault, or change in zoning or other government regulations, site and physical conditions, and other matters affecting the use and condition of the property after execution of this Agreement by Buyer, be relieved of the obligation to complete the purchase. Buyer shall bear the risk of all losses by eminent domain, destruction without the Seller's fault, or changes in zoning or other government regulations, site and physical condition or other matters affecting the use and condition of the property after the execution of this Agreement by Buyer.

7. **Miscellaneous Provisions:**

(i) **Assignment:** Buyer shall not assign this Agreement without prior written consent of Seller.

(ii) **Possession:** Seller shall deliver possession of the property to Buyer on the close of escrow.

(iii) **Binding on Successors:** This Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors and assigns.

(iv) **Captions:** The caption headings of the sections of this Agreement are for convenience only and shall not be considered to limit, expand, or define the contents of their respective sections.

(v) **Gender/Number:** The masculine, feminine, or neuter gender and the singular and the plural number, shall each be considered to include the other whenever the context so requires.

(vi) **Choice of Law:** This Agreement shall be interpreted under California law and in accordance with its fair meaning, and not in favor or against any party.

(vii) **Prior Agreements:** This Agreement constitutes the entire Agreement between the parties and supersedes all prior discussions, negotiations, and agreements whether oral or written. Any amendment to this Agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by both parties before it will be effective.

(viii) **Joint and Several Liability:** If Buyer consists of more than one person, each of such persons shall be jointly and severally liable hereunder.

(ix) **Waiver:** No waiver by a party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. 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.

(x) **Notices:** All notices, demands, requests, consents, approvals, waivers, or communications ("notices") that either party desires or is required to give to the other party or any other person shall be in writing and either personally served or sent by prepaid, first class mail. Notices shall be deemed communicated 48 hours from the time of mailing if mailed as provided in this Section. Notices shall be addressed as appears below for each party, provided that if either party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

To Seller To Buyer
Assistant County Manager
County of San Mateo
455 County Center
Redwood City, CA 94063-1662

Karen Quraishi, Director
Coastside Infant/Todder Ctr.
P.O. Box 84
Half Moon Bay, CA 94019

(xi) **Other Terms:** Clauses, plats, exhibits and riders, if any, initialed and dated by the parties and endorsed on or affixed to this Agreement are a part hereof.

(xii) **Authority of Parties:**

(a) **Corporate Authority.** Buyer is a corporation, each party executing this Agreement on behalf of the corporation represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the board of directors of the corporation or in accordance with the by-laws of the corporation, and that this Agreement is binding upon the corporation in accordance with its terms.

(b) **Authorized Representative of the County of San Mateo.** The Assistant County Manager shall be the only authorized agent of the County of San Mateo (Seller) for purposes of giving any notices or exercising any rights or options of Seller under this Agreement. This Agreement shall not be valid unless and until executed by the President of the Board of Supervisors of the County of San Mateo pursuant to a resolution adopted in accordance with the California Government Code.

The undersigned Buyer offers and agrees to buy the property on the terms and conditions stated in this Agreement and acknowledges having read and received a copy of the Agreement at the time of execution.

Dated: 11/16, 2001

Buyer:

Karen A. Gussakhi, Director

Rose Serdy, Board President

Address

Coastside Infant / Toddler Center

P.O. Box 84

Half Moon Bay, CA 94019

8. **Acceptance:** The undersigned Seller accepts and agrees to sell the property on the terms and conditions stated in this Agreement.

Seller: County of San Mateo

By _____
President, Board of Supervisors

Attest: _____
Clerk of Said Board

Resolution No. _____

Dated: _____, 2001

ORDER # 269038

APN

WHEN RECORDED MAIL TO

Name Coastside Infant/Toddler Ctr.

Street Address P.O. Box 84

City State Zip Half Moon Bay, CA 94019

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$

☒ (x) computed on full value of property conveyed, or☐ () computed on full value less value of liens and encumbrances remaining at time of sale.☐ () Unincorporated area: ☒ (x) City of Half Moon Bay☐ () Realty not sold.

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

The County of San Mateo, a political subdivision of the State of California

hereby GRANT(S) to

Coastside Infant/Toddler Center, a California corporation

that property ~~is~~ described as Lots 12-21 & 28-37, Block 2, as delineated upon that certain map entitled "BERNARDO STATION TRACT, HALF MOON BAY" filed for record in the Office of the Recorder of the County of San Mateo, State of California, on February 12, 1906 in Book "D" of maps, at Page 8 and copied into Book 4 of maps at Page 8

Mail Tax Statements to Coastside Infant/Toddler Center, P.O. Box 84, Half Moon Bay, CA
94019

Date _____

COUNTY OF SAN MATEO

STATE OF CALIFORNIA

COUNTY OF _____

By: President, Board of Supervisors

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared

personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

Name _____

(typed or printed)

(This area for official notarial seal)