

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”) is entered into this _____ day of _____, 2021, (“**Effective Date**”) by and between the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**County**”), and WILLIAM BUCK JOHNS and ELIZABETH COLLEEN JOHNS, as Co-Trustees of the Johns Living Trust, established August 13, 2007 (hereinafter referred to as “**Buyers**”). County and Buyers are sometimes individually referenced to herein as “**Party**” and collectively as “**Parties**.”

R E C I T A L S

- A. The County owns that certain property known as Assessor’s Parcel Number 439-051-14 depicted on **Attachment A** attached hereto (the “**Park Parcel**”).
- B. Buyers are owners of that certain adjacent parcel at 2600 Mesa Drive, Newport Beach, CA 92660.
- C. Buyers desire to acquire a portion of the Park Parcel, as more specifically described in Exhibit A and depicted in Exhibit B attached hereto and by this reference made a part hereof (the “**Property**”).
- D. County is willing to sell a portion of the Park Parcel in fee to Buyers subject to all existing easements of record, with a Quitclaim Deed for conveyance of the Property.
- E. Buyers have agreed to pay a twenty thousand dollar (\$20,000) non-refundable transaction fee to compensate County for staff time and other costs it will incur to facilitate the sale.
- F. Buyers paid ten thousand dollars (\$10,000) of the non-refundable transaction fee to the County, and Buyers have agreed to pay the remaining ten thousand dollars (\$10,000) balance prior to the Board of Supervisor’s meeting, when the sale is approved.

A G R E E M E N T

NOW, THEREFORE, in consideration of the Recitals above, County agrees to sell, and Buyers agree to purchase the Property upon the following terms and conditions:

1. INCORPORATION OF RECITALS.

The above Recitals are incorporated herein by this reference.

PURCHASE PRICE.

1.1 Purchase Price. Buyers agree to pay County the sum of \$13,000.00 (the "**Purchase Price**") for the Property.

1.2 Agreement and Conveyance Documents.

a. Within five (5) days after the Effective Date. Buyers shall provide County with a check made payable to *County of Orange* for the sum of THIRTEEN THOUSAND DOLLARS (13,000.00), the Purchase Price.

b. In addition, Buyers, as a condition to the sale set forth herein shall have paid a TWENTY THOUSAND DOLLAR (\$20,000) non-refundable transaction fee to compensate County for staff time and other costs it will incur to facilitate the sale.

c. As soon as possible after the receipt of the item listed in subsection immediately above, County shall provide Buyers a fully executed copy of this Agreement and a conformed copy of the recorded Quitclaim Deed, substantially in the form attached hereto as **Attachment C**.

2. AS IS.

Buyers are purchasing the Property in its existing condition, "AS-IS, WHERE-IS, WITH ALL FAULTS," and upon the Closing Date has made or has waived all inspections and investigations of the Property and its vicinity which Buyers believe are necessary to protect its own interest in, and Buyer's contemplated use of, the Property.


Buyer's Initials

3. BUYER COSTS.

Except as may otherwise be provided in this Agreement, Buyers shall pay all costs in connection with the sale and purchase of the Property. Such costs may include, but shall not be limited to, the Purchase Price, title insurance, documentary transfer tax, recording fees, and preliminary change of ownership fees.

4. PERMITS AND LICENSES.

Buyers shall be required to obtain any and all permits and/or licenses which may be required in connection with the purchase and/or subsequent development of the Property. No approvals or consents given by County as a Party to this Agreement,

shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, or regulations

5. ASSIGNMENT.

Neither party may assign this Agreement or its rights and obligations hereunder without the prior written consent of the other party.

6. TIME OF THE ESSENCE.

Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

7. TERMINATION.

Buyers may, at their sole discretion, terminate this Agreement by written notice to County. In the event of such termination, all rights and responsibilities of the parties hereunder shall cease, and the transaction shall be in all respects terminated without any liability from one party to the other.

8. NOTICES.

All notices, documents, correspondence, and communications concerning this Agreement shall be directed as set forth below, or as the parties may hereafter designate by giving three (3) days prior written notice. Any notice properly addressed shall be deemed received when (i) delivered personally from one to the other party or by messenger or courier thereof; (ii) forty-eight (48) hours after being mailed by the United States mailing, postage prepaid, (iii) on the date of the first attempted delivery by any nationally recognized overnight delivery/courier service which delivers to the noticed destination and provides proof of delivery to the sender, or (iv) twenty-four (24) hours after being sent via facsimile with transmission and receipt confirmed.

If to County: OC Parks
 Attention: OC Parks Director
 13042 Old Myford Road
 Irvine, CA 92602-2304
 Reference: Buck Johns Reacquisition (Facility/Parcel No. PR47D-301.1)
 Phone: 949-923-3748

With copy to:

County of Orange/ CEO Real Estate
 333 West Santa Ana Blvd., 3rd Floor
 Santa Ana, CA
 ATTN: Chief Real Estate Officer

If to Buyers: Buck Johns and Colleen Johns
 2600 Mesa Drive
 Newport Beach, CA 92660
 Phone: (949)846-2200

9. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS.

This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by Buyers and County.

11. ATTORNEY FEES.

If any action, proceeding, or arbitration arising out of or relating to this Agreement is commenced by either party to this Agreement, each party shall bear its own costs including all attorneys' fees, costs, and expenses incurred in the action, proceeding, or arbitration.

12. BINDING EFFECT.

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their heirs, personal representatives, successors, and assigns.

13. GOVERNING LAW AND JURISDICTION.

This Agreement shall be construed in accordance with and be governed by the laws of the State of California, and each party hereto consents to the jurisdiction of the courts of California, with venue in the County of Orange, for the purposes of any action to enforce or interpret this Agreement.

14. AUTHORITY TO SIGN.

Each person signing this Agreement on behalf of each party hereto represents and warrants to the other party that he/she has all requisite power and authority to execute and deliver this Agreement for such party and that this Agreement, when so executed and delivered, will be a binding obligation of, and enforceable against, such party in accordance with its terms.

15. CAPTIONS.

The captions in this Agreement are for convenience of reference only and do not affect the meaning, interpretation or construction of this Agreement.

16. BROKERAGE COMMISSION.

Buyers and County acknowledge that no broker's commission, finder's fee or other compensation is payable with regard to the transaction covered by this Agreement. Each party shall defend and indemnify the other from any claims for commissions or fees arising from such party's contacts with real estate brokers or agents or persons.

17. EXHIBITS AND ATTACHMENTS.

This Agreement includes the following, which are attached hereto and made a part hereof:

Attachment A – Park Property Location Map

Attachment B – Exhibit A- Legal Description

Attachment C – Exhibit B- Depiction of Property

Attachment D – Quitclaim Deed

IN WITNESS WHEREOF, the County and Buyers have entered into this Agreement as of the day and year date first above written.

County

COUNTY OF ORANGE, a political subdivision
of the State of California

By: _____
Thomas A. Miller
Chief Real Estate Officer
Orange County, California

APPROVED AS TO FORM:
Office of County Counsel
Orange County, California

By: 
Deputy

Date: 12-30-2020

Buyers

WILLIAM BUCK JOHNS and ELIZABETH
COLLEEN JOHNS, as Co-Trustees of the Johns
Living Trust, established August 13, 2007

By: 

By: 

ATTACHMENT B**EXHIBIT A****EXHIBIT "A"****LEGAL DESCRIPTION****COUNTY OF ORANGE
RELINQUISHMENT PARCEL**

That certain parcel of land situated in the City of Newport Beach, County of Orange, State of California being that portion of the land described in a Grant Deed to the Irvine Company recorded December 3, 1970 in Book 9477, Page 333 of Official Records in the office of the County Recorder of said Orange County lying within Parcel 301(A) of the Irrevocable Offer of Dedication to the County of Orange recorded July 24, 1989 as Instrument No. 89-388787 of Official Records in the office of the County Recorder of said Orange County.

EXCEPTING THEREFROM that portion of said land lying southeasterly and southwesterly of the following described line:

COMMENCING at the intersection of the centerline of Mesa Drive with the centerline of Cypress Street as shown on a Record of Survey 2013-1134 filed in Book 273, Pages 36 through 44 of Record of Surveys in said Office of the County Recorder of Orange County; thence along said centerline of Mesa Drive South 49°22'16" East 1158.91 feet to the easterly boundary line of Parcel 1 as shown on a map filed in Book 21, Page 8 of Parcel Maps in said Office of the County Recorder of Orange County, said point being marked by a spike and washer stamped "Orange County Surveyor 6191R1" as shown on said Record of Survey; thence along said easterly boundary line through the following courses: South 40°37'44" West 300.00 feet, South 49°22'16" East 12.14 feet and South 13°37'44" West 231.55 feet to the **TRUE POINT OF BEGINNING**; thence leaving said easterly boundary line South 36°32'58" West 62.78 feet; thence North 49°23'31" West 244.13 feet to the northerly line of said Parcel 301(A).

CONTAINING: 13,785 S.F., more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "B" attached and by this reference made a part hereof.

Steven C. Slocum Date

07/22/2020

Michael Baker International
5 Hutton Centre, Suite 500
Santa Ana, California 92707
JN 175087

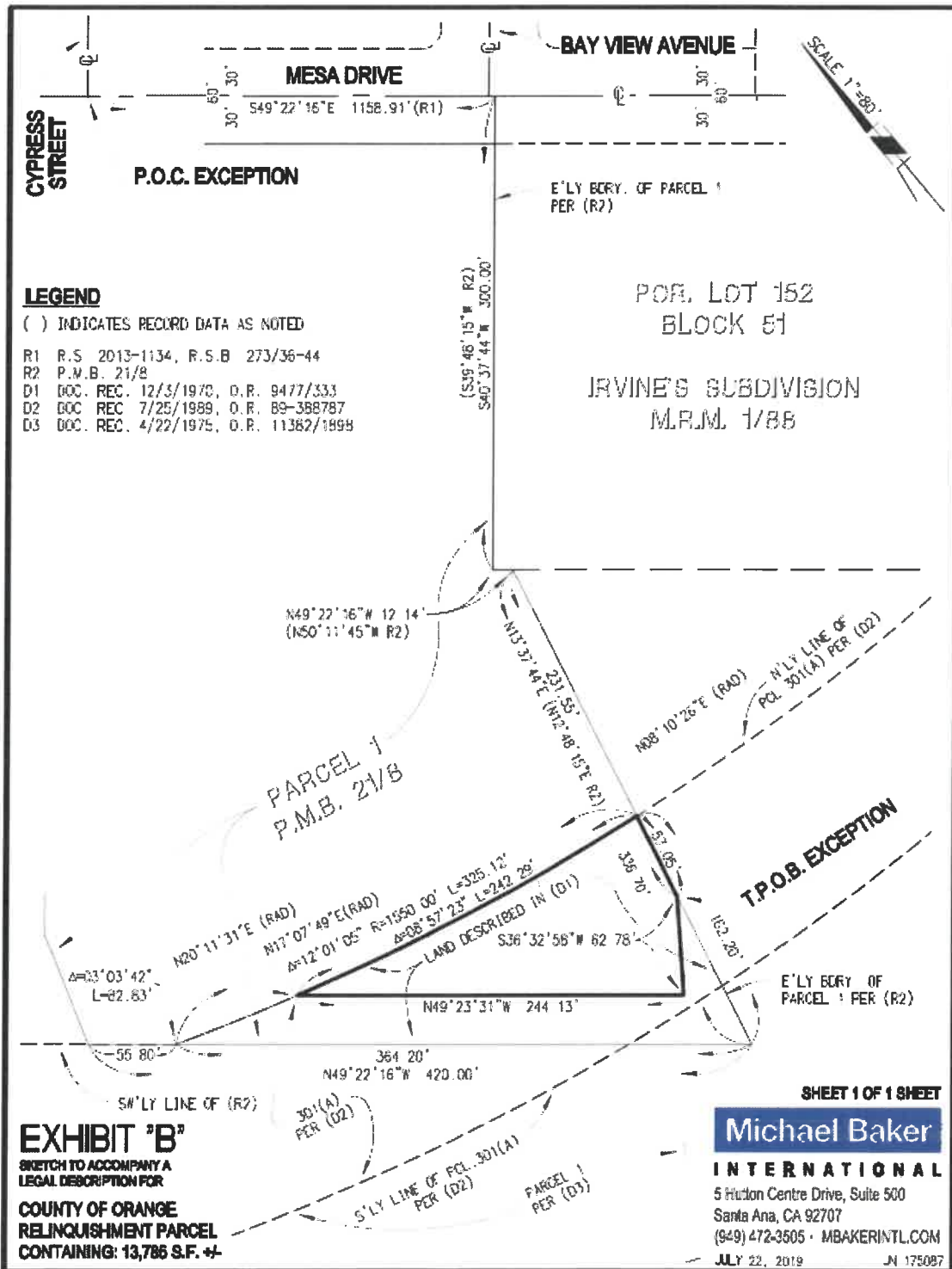


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ATTACHMENT C

EXHIBIT B

DEPICTION OF THE PROPERTY



ATTACHMENT D

QUITCLAIM DEED

**PLEASE RECORD AND WHEN
RECORDED, RETURN TO:**

Buck Johns
2600 Mesa Drive
Newport Beach, CA 92660

This document is exempt from recording fees pursuant
to Government Code Section §6103 and §27383 and
is exempt from payment of documentary transfer tax
pursuant to Revenue and Taxation Code Section §11922.

Assessor's Parcel Nos.: 439-051-14 (Portion)

Space above this line for Recorder's Use Only

Project Location: Incorporated County of Orange
Facility Name: _____
Facility/Parcel Nos. PR47D-301.1

QUITCLAIM DEED

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

COUNTY OF ORANGE,
a political subdivision of the State of California
(hereinafter referred to as "**County**"),

does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

WILLIAM BUCK JOHNS and ELIZABETH COLLEEN JOHNS, as Co-Trustees of the
Johns Living Trust, established August 13, 2007
(hereinafter referred to as "**Grantee**")

in an "as is" condition of that certain real property in the incorporated City of Newport Beach,
County of Orange, State of California, described in Exhibit A and depicted on Exhibit B
attached hereto and by this reference incorporated herein (the "**Property**").

It is understood and agreed by the parties hereto and their successors and assigns that the
conveyance is subject to the following terms, conditions, and reservations:

1. This conveyance is subject to any and all existing contracts, leases, licenses, permits, easements, encumbrances, and claims of record or apparent or of which Grantee has actual notice which may affect the Property.
2. Nothing contained herein, or in any document related hereto, shall be construed to imply the conveyance to Grantee of rights in the Property which exceed those owned by County, or any representation or warranty, either express or implied, relating to the nature or condition of the Property or County's interest therein.

IN WITNESS WHEREOF, County has executed this Quitclaim Deed as of the date set forth below.

COUNTY OF ORANGE, a political subdivision of
the State of California

Date: _____

By: _____

Thomas A. Miller
Chief Real Estate Officer
County of Orange, California

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy Date

Grantee:

WILLIAM BUCK JOHNS and ELIZABETH
COLLEEN JOHNS, as Co-Trustees of the Johns
Living Trust, established August 13, 2007

Date: _____

By: _____

Date: _____

By: _____

EXHIBIT A
Description of the Property

EXHIBIT "A"
LEGAL DESCRIPTION

COUNTY OF ORANGE
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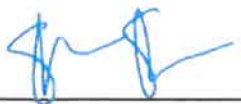
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07/22/2020

Steven C. Slocum Date
Michael Baker International
5 Hutton Centre, Suite 500
Santa Ana, California 92707
JN 175087



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EXHIBIT B
Depiction of the Property

