

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement, hereinafter referred to as “Agreement,” dated this ____ day of _____, 2020, is between ALLPOINTS OUTDOOR INC., GRETHA K. MCMURRAY AND THOMAS J. MCMURRAY JR., hereinafter referred to as OWNERS, and the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY.

RECITALS

WHEREAS, OWNERS represent and warrant that they are the owners in fee of two parcels of land located in Sections 8 and 17 in Township 5 North, Range 1 East, Humboldt Meridian, and identified as Assessor’s Parcel Numbers 501-241-005 and 404-141-002, as described in the Grant Deed recorded in the Official Records, number 1995-4245-5 on February 24, 1995; the Grant Deed recorded in the Official Records, number 1995-6299-4 on March 17, 1995; the Grant Deed recorded in the Official Records, number 2001-9477-6 on April 20, 2001; the Grant Deed recorded in the Official Records, number 2017-000672 on January 11, 2017; and the Grant Deed recorded in the Official Records, number 2018-016675 on September 11, 2018, in the office of the Recorder, Humboldt County, hereinafter referred to as “Property,” and as such have the exclusive right to enter into this Agreement; and

WHEREAS, COUNTY plans to construct a Class 1 bike path (multi-use trail) between the cities of Eureka and Arcata along the Highway 101 and railroad transportation corridor to benefit the public, hereinafter referred to as “Project.” Construction plans are on file with COUNTY’s Department of Public Works, Federal Project No. RPL-5904(180), County Project Number 715036; and

WHEREAS, COUNTY desires to purchase and acquire, and OWNERS desire to sell and assign, all of OWNERS’ right, title, and interest in the Property in order for COUNTY to construct, operate, and maintain the Project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

AGREEMENT

1. Purchase of the Property

- a. On the Closing Date (see Section 3), and subject to the terms and conditions set forth in this Agreement, OWNERS shall sell, transfer, assign, and convey to COUNTY, and COUNTY shall purchase and accept the sale, transfer, assignment, and conveyance from OWNERS of, all of OWNERS’ right, title, and interest in the Property.
- b. The amount of contiguous land to be acquired is approximately 23.98 acres+/- . This constitutes the entirety of the Property including all lands held in fee title, all lands encumbered by railroad easement, all tide lands held in fee title, and four billboard sites on the Property.

2. Purchase Price

- a. COUNTY shall pay to the OWNERS the sum of Six Hundred Thousand Dollars (\$600,000.00) for the conveyance of the Property in this transaction (“Purchase Price”).

- b. The Purchase Price represents the Fair Market Value for the Property based upon an adjustment of the findings of the Appraisal Report completed by Bender Rosenthal Incorporated, dated November 7, 2019, as follows:

PURCHASE IN FEE	
Fee Title Acquisition Area	23.98 acres +/-
Remainder Parcel	None
Adjusted Rental Income	\$30,000.00
Adjusted Capitalization Rate	5.0%
Adjusted Land Value by Income Approach	\$600,000
Severance Damages	<u>\$0.00</u>
TOTAL COMPENSATION: \$600,000.00	

- c. The Purchase Price is based on the net present value of income generated from leased signboards on the Property, with the leases transferring to COUNTY effective on the date of transfer. Rents shall be prorated for the portion of the lease-year remaining as of the date of transfer.

3. Escrow and Closing

- a. COUNTY will open an escrow account with Fidelity National Title Company of California (“Title Company”) for the purpose of consummating the purchase and sale of the Property in accordance with the terms hereof. COUNTY will place an order for the Title Company to produce a Preliminary Title Report for both parties to review prior to the Close of Escrow. The closing of the transaction shall be carried out pursuant to this Section.
- b. Closing will take place at the office of the Title Company on October 29, 2020 (“Closing Date”), unless that date is extended by mutual written agreement. As used in this Agreement, the phrases "Closing Date" and "Close of Escrow" are synonymous.
- c. At least fifteen (15) business days prior to the Closing Date, OWNERS shall provide to Title Company a copy of the notification letter sent to Outdoor Media attesting that COUNTY will become the lessor under Lease #260-04566A/04567A/04568A and Lease #260-20690C effective immediately upon transfer of ownership of the Property to COUNTY.
- d. At least three (3) business days prior to the Closing Date, COUNTY shall deposit payment into Escrow by check in the amount equal to the Purchase Price (“the Deposit”). The Deposit shall be held and disbursed by the Title Company in accordance with the terms and provisions of this Agreement.
- e. At least three (3) business days prior to the Closing Date, OWNERS shall complete and return Internal Revenue Service W-9 forms to the Title Company.
- f. At least three (3) business days prior to the Closing Date, OWNERS shall execute and deliver to Title Company a Grant Deed for OWNERS’ real property in a form suitable for recordation, conveying to COUNTY fee simple title to the Property, which shall be recorded in the Official Records of Humboldt County, California, at the Close of Escrow, in substantially the form attached hereto as Attachment 1. Delivery of said Grant Deed shall be made expressly subject to the terms and conditions set forth herein.
- g. COUNTY’s obligation to close escrow is conditioned on (1) the commitment of Title Company to issue to COUNTY an ALTA Owner’s Policy (06-17-06) (“Title Policy”) insuring fee title to

the Property vested in the COUNTY with liability equal to the Purchase Price, and (2) no objections by COUNTY to any exceptions to title in the Preliminary Title Report.

- h. COUNTY agrees to pay all recording fees and all related title costs in conjunction with this transaction. OWNERS shall pay their prorated share of property taxes up to the date of transfer.
- i. The Title Company will disburse the Deposit and record the Grant Deed at the Close of Escrow.

4. **Representations and Warranties of OWNERS**

- a. OWNERS hereby make the following representations and warranties to COUNTY, all of which shall be true and correct on the Closing Date and shall survive for a period of one year after the Closing Date (the "Survival Period"):
 - i. Authority. OWNERS have the full power and authority to execute and deliver this Agreement and the OWNERS' Closing Documents to be executed and delivered by OWNERS pursuant hereto and to perform all obligations arising under this Agreement and the OWNERS' Closing Documents. The execution, delivery and performance of this Agreement and the consummation of the transactions provided for in this Agreement have been duly and validly authorized by all necessary action on the part of OWNERS. This Agreement and the documents, affidavits, certificates and other instruments to be executed and delivered by OWNERS pursuant hereto are, or will be when executed and delivered by OWNERS, legally binding on, and enforceable against, OWNERS in accordance with their respective terms except as the same may be limited by applicable bankruptcy, insolvency, reorganization, receivership and other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (whether applied by a court of law or equity).
 - ii. Leases. The attached schedule of leases (Attachment 2) contains an accurate and complete list of, and a copy of, all the leases associated with the Property to which the OWNERS are a party. All leases to which the OWNERS are a party are currently in full force and effect, and no party thereto is in default.
 - iii. Litigation. There is no pending litigation against OWNERS for which OWNERS have been served written notice or, to OWNERS' knowledge, threatened in writing that, if adversely determined, would materially adversely affect the Property or OWNERS' ability to consummate the transactions contemplated by this Agreement.
 - iv. Non-Foreign Entity. OWNERS are not a "foreign person" or "foreign corporation" as those terms are defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.
 - v. Violations of Law; Legal Proceedings. OWNERS have not received written notice from any Governmental Authority of any violations of any laws, rules or regulations relating to the use or operation of the Property which have not heretofore been cured. To the best of OWNERS' knowledge, the Property is fully compliant with all laws and regulations. OWNERS have not received written notice of any pending or threatened legal proceedings in eminent domain or otherwise that would affect the Property or any material portion thereof.
 - vi. Environmental. During their period of ownership of the Property, there have been no disposals, releases or threatened releases of Hazardous Materials on, from, or under the Property. OWNERS have no knowledge of any disposal, release, or threatened release of Hazardous Materials on, from, or under the Property which may have occurred prior

to OWNERS taking title to the Property. OWNERS have not received written notice from any Governmental Authority of any breach of Environmental Laws relating to Hazardous Materials on the Property.

1. "Environmental Law" shall mean: any and all present and future federal, state and local laws, ordinances, regulations, policies and any other requirements of governmental agencies relating to health, safety, the environment or to any Hazardous Substances, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), the Resource Conservation Recovery Act ("RCRA"), the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Endangered Species Act, the Clean Water Act, the Occupational Safety and Health Act, the California Environmental Quality Act and the applicable provisions of the California Health and Safety Code, California Labor Code and the California Water Code, each as hereafter amended from time to time, and the present and future rules, regulations and guidance documents promulgated under any of the foregoing.
 2. "Hazardous Materials" shall mean any chemical, substance, waste, material, equipment or fixture defined as or deemed hazardous, toxic, a pollutant, a contaminant, or otherwise regulated under any Environmental Law, including but not limited to, petroleum and petroleum products, waste oil, halogenated and non-halogenated solvents, PCBs and asbestos.
- vii. No Conflicts. Neither the execution nor the delivery of this Agreement, nor the consummation of the transactions contemplated hereby (i) conflict with or will result in the breach of any of the terms, conditions, or provisions of any agreement, instrument, or judgment to which OWNERS are a party or by which OWNERS or the Property is bound or (ii) violate any applicable law to which OWNERS or the Property is subject.
 - viii. Bankruptcy. No bankruptcy or other insolvency proceeding, voluntary or involuntary, relating to OWNERS are pending.
 - ix. Rights of First Refusal. OWNERS has not granted any options, rights of first refusal, rights of first offer or any other rights in favor of third parties to purchase or otherwise acquire the Property or any portion thereof, and, to OWNERS' knowledge, no other unexpired rights exist in favor of third persons to purchase or otherwise acquire the Property or any portion thereof.
 - x. Contracts. Other than the identified Lease Agreements, there are no Contracts that will be binding on COUNTY or the Property from and after the Closing Date.
 - xi. Taxes. All taxes, levies, and assessments imposed with respect to the Property that are due and payable by OWNERS have been paid in full or will be prorated at Closing.

5. Indemnity

- a. Upon the Close of Escrow, COUNTY agrees to indemnify, defend, and hold OWNERS harmless from all liabilities, costs, damages, expenses, causes of action, claims or judgments including without limitation reasonable attorneys' fees at any time in connection with COUNTY's ownership of the Property. COUNTY's indemnification is contingent on OWNERS' representation and warranties identified in Section 4.

- b. Notwithstanding anything set forth in the indemnification contained above, the indemnity by COUNTY of OWNERS shall not cover liability of OWNERS arising prior to the Close of Escrow.

6. Miscellaneous

- a. Assignment. This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the respective personal representatives, successors and permitted assigns of the parties hereto. Neither COUNTY nor OWNERS shall have any right to assign this Agreement and/or its rights and obligations hereunder without the prior written consent of the other.
- b. Notices. Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: County of Humboldt
Department of Public Works – Environmental Services
Attn: Hank Seemann
1106 Second Street
Eureka, CA 95501

OWNERS: Thomas and Gretha McMurray
P.O. Box 1032
Eureka, CA 95502

Allpoints Outdoor Inc.
3408 Jacobs Avenue
Eureka, CA 95501

- c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Humboldt. Any action or dispute arising out of this Agreement shall only be brought in the County of Humboldt.
- d. Exhibit Incorporated by Reference. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.
- e. Amendment. This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- f. Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
- g. Attorneys’ Fees. If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys’ fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel’s Office, to be fixed by the court, and such recovery shall include court costs and attorneys’ fees on appeal, if applicable. As used herein, “prevailing party” means the party who dismisses an action in exchange for payment of

substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

- h. Section Heading. The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
- i. Entire Agreement. It is understood and agreed that this instrument contains the entire agreement between the parties hereto. It is further understood and agreed by OWNERS that COUNTY and COUNTY'S agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as expressly set forth in this Agreement, and that no claim or liability or cause for termination shall be asserted by OWNERS against COUNTY for, and COUNTY shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with COUNTY being expressly waived by OWNERS.
- j. Interpretation. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code §1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.
- k. Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.
- l. Merger. Except as expressly set forth herein, any and all rights of action of COUNTY for any breach by OWNERS of any representation, warranty or covenant contained in this Agreement shall merge with the Grant Deed and other instruments executed at Close of Escrow, shall terminate at the Close of Escrow and shall not survive the Close of Escrow. All other provisions of this Agreement which are intended by their terms to survive the Close of Escrow or a termination of this Agreement shall survive the Close of Escrow or a termination of this Agreement.
- m. No Waiver. The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.
- n. Independence. OWNERS are each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, director, officer, agent, employee or representative of COUNTY.
- o. Nuclear Free Clause. By executing this Agreement, OWNERS certify that they are not a Nuclear Weapons Contractor, in that OWNERS are not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. OWNERS agree to notify COUNTY immediately if they become a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if OWNERS subsequently become a Nuclear Weapons Contractor.
- p. Term. This Agreement shall commence upon execution by both parties and shall remain in full force and effect until December 31, 2020.

- q. Counterpart Execution. This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

OWNERS:

GEOFF W. WILLS DATE

AMBER WILLS DATE

THOMAS J. MCMURRAY JR. DATE

GRETHA K. MCMURRAY DATE

COUNTY OF HUMBOLDT:

THOMAS K. MATTSON DATE

LIST OF ATTACHMENTS:

- 1 – Grant Deed
- 2 – Schedule of Leases

Attachment 1

RECORDING REQUESTED BY:
Fidelity National Title Company of California

**When Recorded Mail Document
and Tax Statement To:**
Hank Seemann
County of Humboldt
1106 Second Street
Eureka, CA 95501

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Escrow Order No.: FFHO-2012001453

The document is executed or recorded by the state or any county, municipality, or other political subdivision of the state (GC 27388.1 (a) (2) (D)).

Property Address: APN: 501-241-005-000 and
404-141-002-000,
Eureka, CA 95503
APN/Parcel ID(s): 404-141-002-000
501-241-005-000

No Recording Fees due pursuant to Gov. Code Section 27383

GRANT DEED

The undersigned grantor(s) declare(s)

This transfer is exempt from the documentary transfer tax.
The grantee is the United States or an agency or instrumentality thereof, a state or territory, or political subdivision thereof, R & T 11922.

The documentary transfer tax is \$ _____ and is computed on:
 the full value of the interest or property conveyed.
 the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in an Unincorporated area.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ALLPOINTS OUTDOOR INC, a California corporation and Thomas J. McMurray, Jr. and Gretha K. McMurray, Trustees of The Thomas J. McMurray, Jr. and Gretha K. McMurray Family Revocable Trust U/T/A April 26, 2000

hereby GRANT(S) to County of Humboldt, a political subdivision of the State of California

the following described real property in the Unincorporated Area of the County of Humboldt, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PROPERTY COMMONLY KNOWN AS: APN: 501-241-005-000 and 404-141-002-000, Eureka, CA 95503

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): 404-141-002-000
501-241-005-000

Dated: September 16, 2020

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

ALLPOINTS OUTDOOR INC

BY: _____
Geoffrey Wills, President

The Thomas J. McMurray, Jr. and Gretha K. McMurray Family Revocable Trust U/T/A April 26, 2000

BY: _____
Thomas J. McMurray, Jr., Trustee

BY: _____
Gretha K. McMurray, Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____ before me, _____, Notary Public,
(here insert name and title of the officer)

personally appeared _____,
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.

Signature

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 404-141-002-000 and 501-241-005-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

That portion of the Northwest Quarter and of Northwest Quarter of Southwest Quarter of Section 17 and of the Southeast Quarter of Section 18 in Township 5 North of Range 1 East, Humboldt Meridian, bounded on the North by the line of ordinary high water mark of the shore of Humboldt Bay; bounded on the South by the base line of survey of the State Highway as surveyed and deeded about the year 1918, being a line parallel with and distant 75 feet Northwesterly measured at a right angle from the Southeasterly boundary of said State Highway right of way; bounded on the West by the East line of tract of land heretofore conveyed to Howard A. Libbey by deed of record in Book 2 of Official Records Page 338; and bounded on the East by the East boundary of the Northwest Quarter of said Section 17.

Excepting Therefrom that portion thereof described in the deed to Arcata Redwood Company recorded March 2, 1998 as instrument No. 1998-5935-2, described as follows:

All that portion of the Southeast Quarter of Section 18, Township 5 North, Range 1 East, Humboldt Meridian, described as follows:

COMMENCING at a 1/2 inch iron pipe by L.S. 4829, as shown in Book 56 of Surveys, Page 92, Humboldt County Records; said pipe being located on the Northwesterly boundary of the Northwestern Pacific Railroad right-of-way and being the same point as described in Book 2 Official Records, Page 338, as being located North 34 degrees 12 minutes West from an iron pipe by Paul M. Schmook, and the true point of beginning;
Thence along the Northwesterly boundary of said railroad right-of-way, North 55 degrees 48 minutes East, 20 feet, more or less, to the ordinary high water mark of the shore of Humboldt Bay;
thence following said ordinary high water mark Northwesterly and Westerly to a point that bears North 34 degrees 12 minutes West from the point of beginning; said point being on the Easterly line of a tract of land conveyed to Howard A. Libby, as described in Book 2 Official Records, Page 338;
Thence leaving said ordinary high water mark and along said Easterly line, South 34 degrees 12 minutes East, 255 feet, more or less, to the point of beginning.

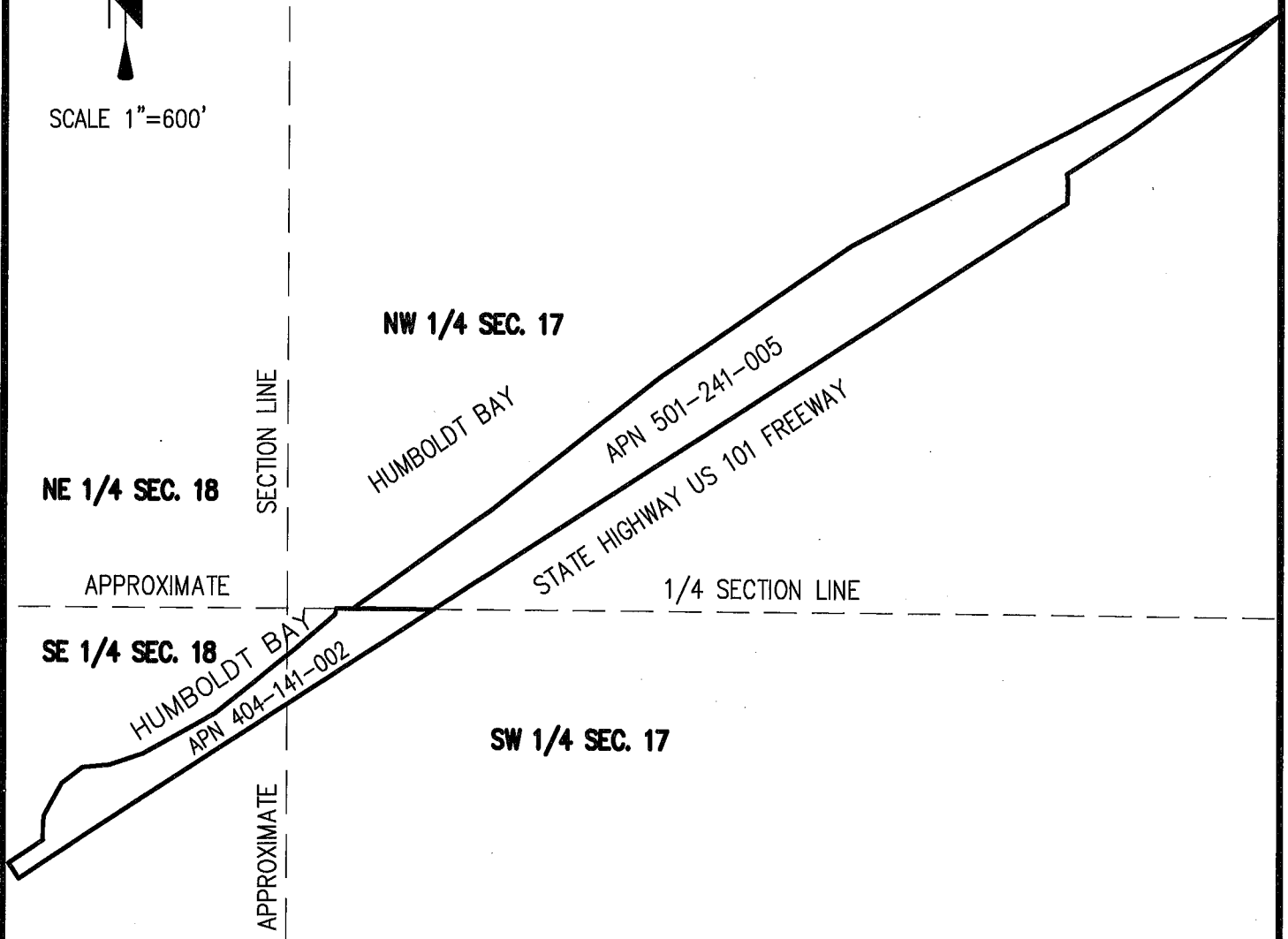
EXHIBIT B

SHEET 1 OF 1

PORTION NW 1/4 & NW 1/4 SW 1/4 SEC. 17 & SE 1/4 SEC. 18, T5N, R1W, H.M..



SCALE 1"=600'



FOR GRAPHIC PURPOSES ONLY

HUMBOLDT BAY TRAIL

PROJECT NO. 715036

COUNTY OF HUMBOLDT

STATE OF CALIFORNIA

G R A N T D E E D

**ALLPOINTS OUTDOOR INC., GRETHA K. MCMURRAY, AND THOMAS J.
MCMURRAY JR.**

TO

COUNTY OF HUMBOLDT

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY *that the real property interest conveyed by the Grant Deed dated _____, 2020 from Allpoints Outdoor Inc., Gretha K. McMurray and Thomas J. McMurray Jr. to the COUNTY OF HUMBOLDT, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors on _____, 2020 and the grantee hereby consents to the recordation thereof by its duly authorized officer.*

IN WITNESS WHEREOF *I have hereunto set my hand this _____ day of _____, 2020.*

*ESTELLE FENNELL
Chair of the Board of Supervisors*

ATTACHMENT 2

Schedule of Leases

1. Lease # 260-20690C (Lease No. 903.988)

Billboard No. 20690C

Original Lease

Date: June 7, 1996

Lessors: James N. Hoff and Claire G. Hoff; Thomas J. McMurray, Jr. and Gretha K. McMurray

Lessee: National Advertising Company

Addendum

Date: August 14, 2008

Lessors: James N. Hoff and Claire G. Hoff; Thomas J. McMurray, Jr. and Gretha K. McMurray

Lessee: CBS Outdoor, Inc.

2. Lease # 260-04566A/04567A/04568A (Lease No. 903.894)

Billboard No. 04566A

Billboard No. 04567A

Billboard No. 04568A

Original Lease

Date: September 11, 1995

Lessors: James N. Hoff and Claire G. Hoff; Thomas J. McMurray, Jr. and Gretha K. McMurray

Lessee: National Advertising Company

Addendum

Date: August 14, 2008

Lessors: James N. Hoff and Claire G. Hoff; Thomas J. McMurray, Jr. and Gretha K. McMurray

Lessee: CBS Outdoor, Inc.