

Parcel Number: 408-201-017
Project Name: 323 Brookside Drive
Project Number: 7505-6F8338

Grantor: Contra Costa County Flood Control and Water
Conservation District
Address: 255 Glacier Drive Martinez, CA 94553

**PURCHASE AND SALE AGREEMENT BETWEEN
CONTRA COSTA COUNTY
AND
GRANTOR NAMED HEREIN**

This Agreement is entered into by and between Contra Costa County, a political subdivision of the State of California (hereinafter "County") and Contra Costa County Flood Control and Water Conservation District, a political subdivision of the State of California (hereinafter "District").

RECITALS

District is the owner of approximately 5 acres of real property located in Contra Costa County, California and described on Exhibit "A" attached hereto and incorporated herein by reference. The real property, including improvements thereon, if any, are collectively referred to herein as the "Property".

AGREEMENT

NOW THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Effective Date.** It is understood that this Agreement is subject to approval by the County's Governing Board. This Agreement is effective on the date approved by the County's Governing Board ("Effective Date"). This Agreement will be submitted to the District first for approval, and thereafter to the County.
2. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, District agrees to sell and County agrees to purchase the Property.
3. **Purchase Price.** The purchase price for the Property shall be Two Hundred Twenty Five Thousand Dollars (\$225,000) ("Purchase Price").
 - 3.1. All ad valorem real property taxes and any penalties and costs thereon, and all installments of any bond or assessment that constitutes a lien on the Property shall be cleared and paid by District as of the date title shall vest in County by the recordation of the deed herein pursuant to Sections 4986, 5082, and 5086 of the Revenue and Taxation Code of the State of California, if unpaid as of the date title vests.
4. **Conditions to County's Performance.** The County's obligation to perform under this Agreement is subject to the following conditions:
 - 4.1. District's representations and warranties in this Agreement being correct as of the date of this Agreement.
 - 4.2. District's performance of all obligations under this Agreement.
 - 4.3. The vesting of title to the Property in the County by grant deed in fee simple absolute, free and clear of all liens, encumbrances, assessments, leases (recorded and/or unrecorded), and taxes.

If County determines that any of these conditions have not been met, County shall have the right to terminate this Agreement by delivering written notice to District.

5. **Delivery of Deed to County and Payment of Purchase Price.** A document in the form of a Grant Deed, conveying the Property to the County, has been executed and delivered to David Kramer, Real Property Agent for the County.

5.1 County shall disburse the Purchase Price to District when title to said property vests in County in fee simple absolute, free and clear of all liens, encumbrances, assessments, leases (recorded and/or unrecorded) and taxes, except the approved exceptions, and following satisfaction of all other terms and conditions of this Agreement. County is authorized to withhold pro rata taxes, liens and assessments on the Property conveyed.

6. **District's Representations and Warranties.** District makes the following representations and warranties with the understanding that these representations and warranties are material and are being relied upon by County. District represents and warrants to the County that as of the date of this Agreement and as of the recordation of the deed herein:

6.1. Marketable Title. District is the owner of the Property and has marketable and insurable fee simple title to the Property clear of restrictions, leases, liens and other encumbrances. No leases, licenses, or other agreements allowing any third party rights to use the Property are or will be in force unless prior consent has been given by the County in writing. Commencing with the full execution of this Agreement by both parties and until the title vest in the County, District shall not permit any liens, encumbrances or easements to be placed on the property, nor shall District enter into any agreement that would affect the Property that would be binding on the County without the prior written consent of the County.

6.2 Condition of Property. District has disclosed to the County all information, records and studies maintained by District in connection with the Property concerning hazardous substances and that Grantor is not concealing any knowledge of the presence of contamination or hazardous substances on, from or under the Property. Any information that District has delivered to the County either directly or through District's agents is accurate and District has disclosed all material facts with respect to the Property.

6.3 Other Matters Affecting Property. To the best of District's knowledge, there are not presently any actions, suits, or proceedings pending or, to the best of District's knowledge, threatened against or affecting the Property or the interest of District in the Property or its use that would affect District's ability to consummate the transaction contemplated by this Agreement. Further, there are not any outstanding and unpaid arbitration awards or judgments affecting title to any portion of the Property. To the best of District's knowledge there are not presently any pending or threatened condemnation, eminent domain or similar proceedings affecting the Property. District shall promptly notify County of any of these matters arising in the future.

6.4 District's Agency. That this Agreement and all other documents delivered have been authorized, executed, and delivered by District; are binding obligations of the District; and are collectively sufficient to transfer all of District's rights to the Property.

In addition to any other remedies that may be available to the County as the result of a breach of any of the foregoing warranties or representations, District agrees to defend and hold the County harmless and reimburse the County for any and all loss, cost, liability, expense, damage or other injury, including without limitation, attorneys fees, incurred by reason of, or in any manner resulting from the breach of any of the warranties and representations contained in this Agreement and all third-party claims arising out of or related to any facts or circumstances with respect to the period prior to the recordation of the deed herein.

7. **County's Representations and Warranties.** County warrants that, upon approval of this Agreement by the County's governing body, this Agreement shall constitute a binding obligation of the County.

8. **SELECT A HAZ MAT CLAUSE. 1030.f (Not Tested-Unknown Hazardous Material Use)**

The District hereby represents and warrants that during the period of District's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous waste on, from, or under the property. District further represents and warrants that District has no knowledge of any disposal, release, or threatened release of hazardous substance or hazardous waste on, from, or under the property which may have occurred prior to District taking title to the property.

The acquisition price of the property being acquired in this transaction reflects the fair-market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the County may elect to recover its clean-up costs from those who caused or contributed to the contamination, or are otherwise responsible under State and Federal Law.

9. **Survival.** All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the assignment, expiration or termination of this Agreement and shall not merge in the deed or other documents following the delivery and recordation of said deed or other documents.

10. **Possession of the Property.** Possession of the Property shall be delivered to the County at the recordation of the deed herein.

11. **Assignment and Successors.** 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.

12. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. The place for delivery of all notices given under this Agreement shall be as follows:

District: Contra Costa Flood Control and Water
Conservation District
255 Glacier Drive
Martinez, CA 94553
Telephone: 925-313-2000
Attn: Real Estate Division

County:

Real Property Division
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Telephone: 925-313-2000
Attn: Real Estate Division

or to such other addresses as County and District may respectively designate by written notice to the other.

13. **Entire Agreement.** The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement. District has no other right or claim to compensation arising out of or connected with the acquisition of the subject property by the County, except as specifically set forth in this Agreement, including but not limited to all claims for compensation for improvements pertaining to realty, all claims for compensation for fixtures, equipment or machinery, attorneys' fees, costs or damages of every kind and nature by reason of County's acquisition of the subject property and agrees never to assert such a claim.
14. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The Recitals are and shall be enforceable as a part of this Agreement.
15. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.
16. **Waiver.** A waiver or breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party
17. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

18. **Governing Law.** This Agreement shall be governed and construed in accordance with California law.

CONTRA COSTA COUNTY

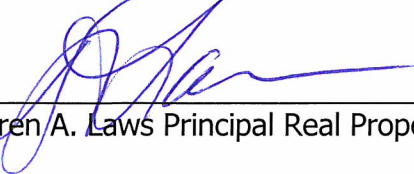
By _____
Chair, Board of Supervisors

**CONTRA COSTA FLOOD CONTROL AND
WATER CONSERVATION DISTRICT**

By _____
Chair, Board of Supervisors

RECOMMENDED FOR APPROVAL:

By  _____
David Kramer Real Property Agent

By  _____
Karen A. Laws Principal Real Property Agent

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Exhibit A - Legal Description

EXHIBIT "A"

Real property in the unincorporated area of Contra Costa County, State of California, being a portion of Lot F as shown on the Map of the Sampson Tams Ranch, filed July 1, 1907 in Book 1 of Maps at page 7, and being a portion of Parcel 1488A as described in the deed to Contra Costa County Flood Control and Water Conservation District (CCCFC&WCD) recorded November 26, 1986 in Book 13284 of Official Records at page 530, Contra Costa County records, described as follows:

Parcel 5,133

Beginning at the southwest corner of said Lot F (1 M 7) said Point of Beginning being on the northerly right of way line of Brookside Drive, also being on the easterly right of way line of Third Street; thence from said Point of Beginning northerly along of said easterly right of way line (Third Street) north $1^{\circ}10'23''$ east, 672.23 feet to a point on the southerly line of Parcel 1488 as shown on drawing number ED-750.3 on file in the Contra Costa County Public Works Department Records section; thence easterly along said southerly line, north $90^{\circ}00'00''$ east, 0.73 feet to a point on a tangent curve concave to the north; thence easterly along said curve and the southerly line of said Parcel 1488, having a radius of 800.00 feet, through a central angle of $14^{\circ}27'55''$, an arc length of 201.97 feet to a point on the westerly line of the Nabeta Nursery Inc. property as described in the deed recorded December 6, 1988 in Book 14756 of Official Records at page 900; thence southerly along said westerly line south $1^{\circ}10'23''$ west, 701.81 feet to the northerly right of way line of said Brookside Drive; thence westerly along said line north $88^{\circ}47'34''$ west 200.00 feet to the Point of Beginning.

Containing an area of 136,541 square feet of land, more or less.

Bearings are based on the California Coordinate System of 1927 (CCS27), Zone III. Distances given are ground distances.

Exhibit "B" (Drawing No. FA 20,051) attached hereto and by this reference made a part hereof.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: 
Licensed Land Surveyor
Contra Costa County Public Works

Date: 9/25/12

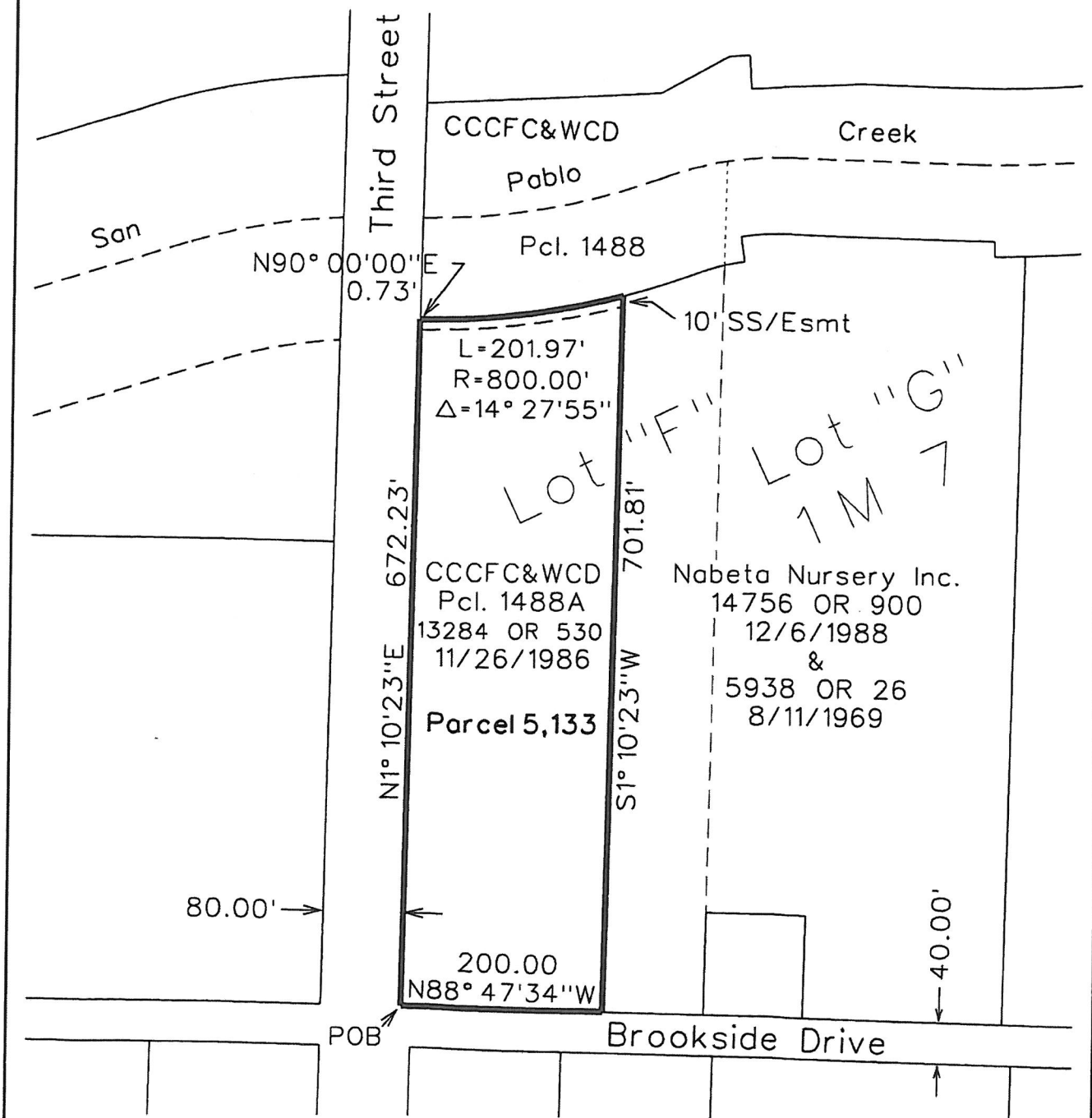


Exhibit "B"

Plat to accompany Exhibit "A"



1"=150'



CCCFC&WCD to Contra Costa County

Instrument : Grant Deed	Recorded	Scale 1"=150'	Date September 2012
Document No.		Drawn By KT	Dwg. No. FA 20,051
		Checked By JS	Cad File FC3rdStAtSanPabloCrk.dgn