

Parcel Number: 266-250-XXX
Project Name: Bear Creek Road - Sale of Surplus
Project Number: 0676-6Q1814

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

This Agreement is entered into by and between Contra Costa County, a political subdivision of the State of California, (hereinafter "County") and Richard S. Wiley and Kathryn K. Wiley, (hereinafter together referred to as the "Grantee").

RECITALS

- A. County is the owner of real property located between Assessor's Parcel Number (APN) 266-250-025 and Bear Creek Road in the unincorporated area of Orinda, County of Contra Costa, California. The portion of the real property described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein by reference was acquired by the County for highway purposes, but is no longer required for those purposes. That real property is referred to herein as the "Property."
- B. County agrees to convey the Property to the Grantee, and Grantee agrees to purchase the Property from the County, in accordance with and subject to the terms and conditions of this Agreement.
- C. The County has prepared an Initial Study of Environmental Significance (Project #0676-6Q1814) and determined that this transaction is categorically exempt from environmental review under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15312.

AGREEMENT

NOW THEREFORE, in consideration of the agreement 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 Grantee first for approval, and thereafter to the County. Upon approval of this Agreement by the Board of Supervisors, the County will issue a CEQA Notice of Exemption and will cause that notice to be filed with the County Clerk-Recorder.
- 2. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, County agrees to sell and Grantee agrees to purchase the Property.
- 3. **Purchase Price.** The purchase price for the Property shall be Thirty Thousand and 00/100 Dollars (\$30,000) ("Purchase Price"). The Purchase Price shall be delivered to the Public Works Department, Real Estate Division, 255 Glacier Drive, Martinez, CA 94553, payable to the Contra Costa County.
- 4. **Delivery of Executed Grant Deed.** Within one County business day after receiving payment of the Purchase Price, the County will cause an executed Grant Deed to be recorded in the Office of the Clerk-Recorder, conveying title of the Property to Grantee in fee simple absolute.

5. **Title; Grant Deed.** The right, title and interest in the Property to be conveyed by County pursuant to this Agreement shall not exceed that vested in the County. The Property shall be conveyed to Grantee subject to all title exceptions, restrictions, easements, liens, and reservations, whether or not of record. The sale of the Property under this Agreement is subject to the approval of the Contra Costa County Board of Supervisors. The Grantee may not take possession of the Property until a deed from the Contra Costa County has been recorded. Upon approval by the Board of Supervisors, this Agreement shall constitute a binding obligation of both parties, and the County shall convey title to the Property to the Grantee by Grant Deed, as provided in paragraph 4, above. It is understood that Grantee acquires no right, title, interest, or equity in or to the Property until the Grant Deed is recorded.
6. **Condition of the Property.** Neither the County, nor its agents or employees, have made any warranty, guarantee, or representation concerning any matter or thing affecting or relating to the Property, nor does it assume any responsibility for the conformance to codes or permit regulations of the city or County within which the Property is located. The County has not made, and does not make, any representation as to the physical condition of the Property. Grantee shall take title to the Property in its "AS-IS" condition and have sole responsibility for maintenance of any earthen slopes, earthen benches and drainage improvements within the property area, which are necessary for the protection of the roadway below. Forty-eight hours prior to inspection of said improvements (if necessary) notice will be given in writing to 2 Sandhill Road except in the case of emergency. The parties intend that the sale of the Property to Grantee is not to be considered a division of land for purposes of computing the number of parcels, pursuant to Government Code section 66428, subdivision (a) (2).
7. **Indemnification.** Grantee shall defend, indemnify, protect, save, and hold harmless the County, its officers, agents, and employees, from any and all claims, costs and liability for any damages, sickness, death or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever, from or connected with the present or future condition of the Property or use of the Property, or any representations, misrepresentations or non-representations regarding its condition or use, and will make good to and reimburse County for any expenditures, including reasonable attorneys' fees that County may make by reason of such matters and, if requested by County, will defend any such suits at the Grantee's sole expense.
8. **Transaction Costs.** All escrow fees, recording fees, documentary transfer taxes or other real estate transaction taxes or fees, by whatever name known, including broker's commission, if any, and personal property sales taxes where applicable, will be paid solely by the Grantee. The Grantee shall reimburse the County for all of its costs reasonably required to consummate this transaction, including Real Estate staff time spent processing and consummating this transaction, recording fees, and fees to process and file the CEQA Notice of Exemption ("Transaction Costs"). After the Grant Deed is recorded as provided in paragraph 4, above, the County will mail the Grantee an invoice for the Transaction Costs. Within 30 days after the date the invoice is mailed, the Grantee shall remit payment to the County in the amount of the Transaction Costs.
9. **Survival.** All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive and remain fully enforceable after the conveyance of the Property to the Grantee, and after any 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. **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. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective heirs, successors, and assigns, any rights or remedies under or by reason of this Agreement.

11. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing and made as follows:

a. Notice shall be sufficiently given for all purposes as follows:

- (1) When delivered by first class mail, postage prepaid, notice shall be deemed delivered three (3) business days after deposit in the United States Mail.
- (2) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
- (3) When delivered by overnight delivery by a nationally recognized overnight courier, notice shall be deemed delivered one (1) business day after deposit with that courier.
- (4) When personally delivered to the recipient, notice shall be deemed delivered on the date personally delivered.

b. The place for delivery of all notices given under this Agreement shall be as follows:

Grantee: Richard and Kathryn K. Wiley
50 Melody Ln
Orinda, CA 94563
Telephone: 925-254-9353

County: Real Estate Division
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Telephone: 925-313-2224
Attn: Jessica L. Dillingham

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

12. **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 improvement. The County has no other right or claim to compensation arising out of or connected with the acquisition of the Property by the Grantee, 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 Grantee's acquisition of the Property and agrees never to assert such a claim.
13. **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(if desired) 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.

14. **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.
15. **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.
16. **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.
17. **Governing Law.** This Agreement shall be governed and construed in accordance with California law.

CONTRA COSTA COUNTY

By _____
Julia R. Bueren
Public Works Director

RECOMMENDED FOR APPROVAL:

By Jessica L. Dillingham
Jessica L. Dillingham
Senior Real Property Agent

By Karen A. Laws
Karen A. Laws
Principal Real Property Agent

APPROVED AS TO FORM:
County Counsel

By _____
Date: _____
(Date of Board Approval)

GRANTEES

By Richard S. Wiley
Richard S. Wiley

By Kathryn K. Wiley
Kathryn K. Wiley

Date 9/2/15
(Date Signed by Grantees)

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Exhibits A & B - Legal Description and Plat Maps

G:\realprop\Jessica\Bear Creek Rd\P&S Agreement -2 Sand Hill-final.doc
05/17/10 (Escrow Language Changed per Counsel)
(FORM APPROVED BY COUNTY COUNSEL 6/99)

EXHIBIT 'A'

**DEED DESCRIPTION FOR RIGHT OF WAY
CONVEYANCE FROM COUNTY TO WILEY**

Real property situated in the County of Contra Costa, State of California, being described as follows:

A portion of the "Bear Creek Road" Right of Way, said Right of Way being a portion of that Parcel of Land described in the deed to Contra Costa County, recorded January 20, 1969, in Book 5794 of Official Records, at Page 100, Contra Costa County Records, and a portion of that Parcel of Land described in the deed to Contra Costa County, recorded June 9, 1969, in Book 5893 of Official Records, at Page 296, Contra Costa County Records, as shown on the "Bear Creek Road Right of Way Record Map" (Road No. 2351-62), dated February 7, 1963, Sheet 8 of 17, on file at the Contra Costa County Public Works Department, in Martinez, California, being further described as follows:

Beginning at a point on the south line of said Bear Creek Road Right of Way at the Northwest Corner of that parcel of land described in the deed to Donald W. Carlson and Barbara B. Carlson, recorded February 23, 1989, in Book 14899 of Official Records, at Page 618, Contra Costa County Records, as shown on the Record of Survey Map for Record of Survey #2746, recorded February 10, 2003, in Book 124 of Licensed Surveyor's Maps, at Page 29, Contra Costa County Records; **thence leaving said True Point of Beginning** North 20°09'01" West, 97.33 feet; thence easterly and southeasterly along a curve, concave to the south and having a radius of 360.00 feet, the center of which bears South 04°42'45" East through a central angle of 46°09'40", an arc distance of 290.04 feet; thence continuing southeasterly the following courses and distances: South 48°33'05" East, 107.44 feet; thence South 45°43'10" East, 35.00 feet; thence South 63°36'30" East, 14.60 feet; thence South 40°34'00" East, 14.64 feet; thence South 48°44'00" East, 28.90 feet; thence South 61°06'00" East, 39.60 feet; thence South 56°06'48" East, 27.37 feet to the Northwest Corner of that parcel of land described in the Grant Deed from Contra Costa County to Larry A. Abramson, Trustee and Julie C. Abramson, Trustee of the Abramson Trust, dated 2-9-99, recorded December 19, 2013, at Series #2013-0290843, Contra Costa County Records; thence leaving said Northwest Corner southerly along the west line of said Abramson Parcel (2013-0290843) South 20°22'44" West, 49.99 feet to the Northeast Corner of said Carlson Parcel (14899 OR 618); thence leaving said Northeast Corner westerly along the north lines of said Carlson Parcel (14899 OR 618) as shown on said Record of Survey (124 LSM 29) the following courses and distances: North 55°12'24" West, 316.47 feet; thence North 83°55'23" West, 165.28 feet **to the Point of Beginning.**

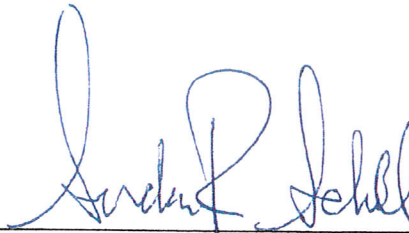
Subject to any and all existing easements.

The Basis of Bearings for this legal description are the found monuments on the north line of said Wiley Parcel (14899 OR 618) as shown on said Record of Survey #2746 (124 LSM 29) Contra Costa County Records and on the Contra Costa County Bear Creek Road Map (Road No. 2351-62); Bearing taken as North 55°12'24" West. All distances shown are ground distances. To obtain Grid Distances multiply given distances by 0.9999102.

See Exhibit 'B' (Plat Map) attached hereto and made a part hereof:

End of Description.

A.P.N. 266-250-025

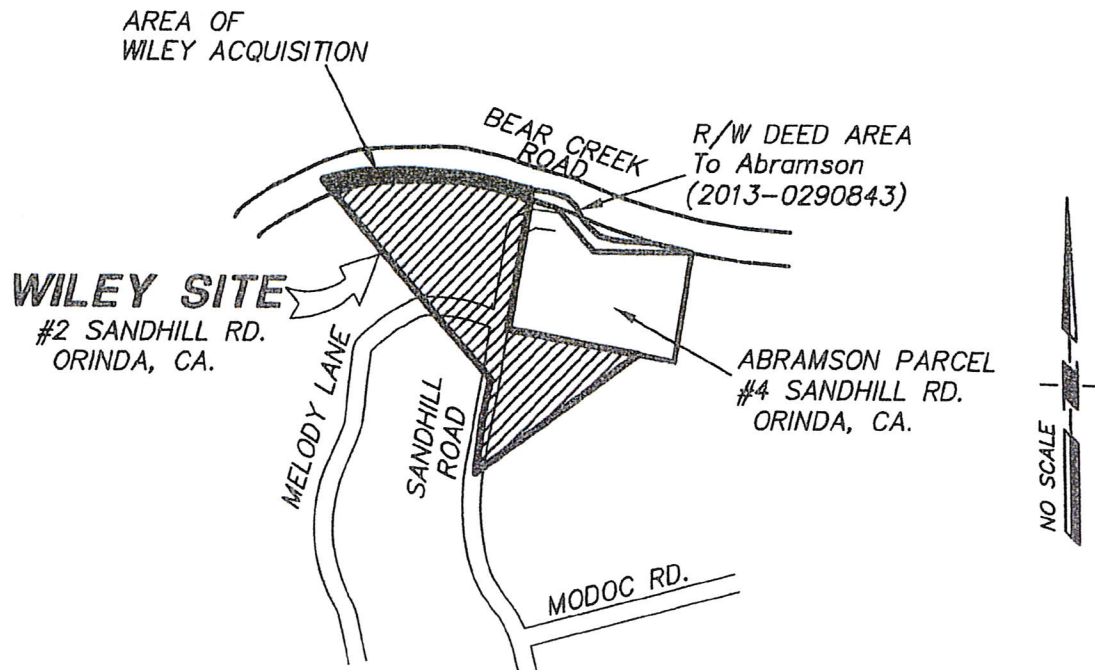
By:  Date: 7-29-15
Gordon R. Schell, LS #6849

Schell & Martin, Inc.
Civil Engineering & Land Surveying
Lafayette, California



VICINITY MAP

SHEET 3 OF 4



VICINITY MAP

(NO SCALE)

#2 Sandhill Road
City of Orinda
Contra Costa County, California.



GORDON R. SCHELL LS 6849
EXP. DATE 9-30-16

REFERENCE DATA

- A. CARLSON DEED (14899 OR 618).
- B. CC COUNTY DEED (5893 OR 296).
- C. CC COUNTY DEED (5794 OR 100).
- D. CC COUNTY BEAR CREEK ROAD R/W MAP
(ROAD NO. 2351-62), SHEET 8 OF 17.
- E. RECORD OF SURVEY (83 LSM 32).
- F. RECORD OF SURVEY (124 LSM 29).
- G. TRACT 2736 (75 M 3).

SCHELL & MARTIN, INC.
CIVIL ENGINEERING & LAND SURVEYING
3377 MT. DIABLO BOULEVARD
LAFAYETTE, CALIFORNIA 94549
925.283.8111

EXHIBIT 'B'
DEED PLAT
A.P.N. 266-250-025

NO SCALE
DATE: JULY 29, 2015
JOB NO. 435-11 (WILEY)

BEAR CREEK ROAD

CCC R/W #2351-62 (SHEET 8 OF 17)
(5794 OR 100)

PROPOSED NEW P.L. IS 1' TO 2'±
SOUTH OF THE SOUTH LINE
OF THE EX. CONC. DITCH.

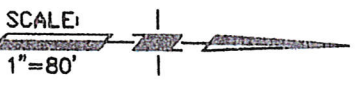
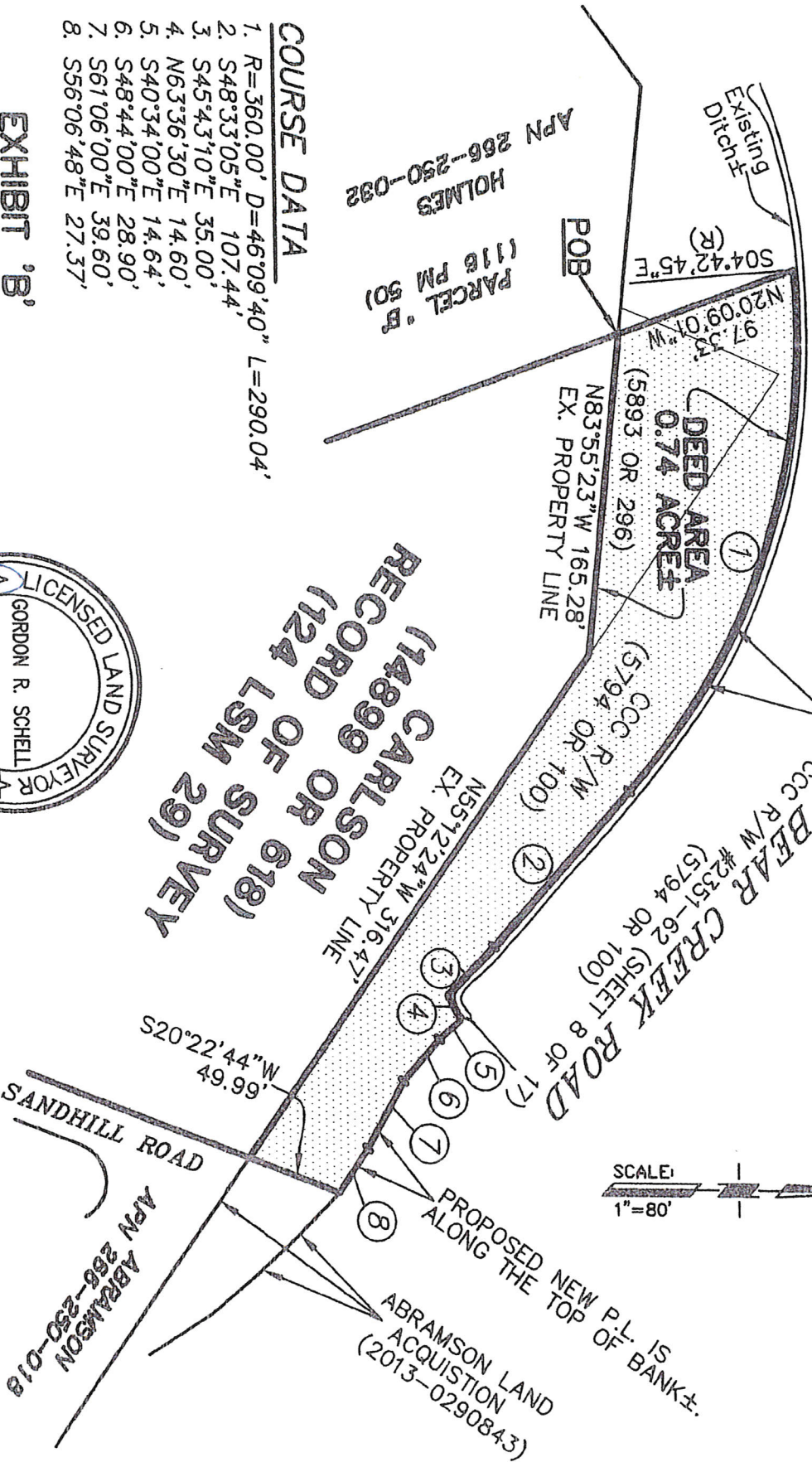
SHEET 4 OF 4

- COURSE DATA**
1. R=360.00' D=46°09'40" L=290.04'
 2. S48°33'05"E 107.44'
 3. S45°43'10"E 35.00'
 4. N63°36'30"E 14.60'
 5. S40°34'00"E 14.64'
 6. S48°44'00"E 28.90'
 7. S61°06'00"E 39.60'
 8. S56°06'48"E 27.37'

EXHIBIT 'B'
DEED PLAT
A.P.N. 266-250-025

SCALE 1"=80'
DATE: JULY 29, 2015
JOB NO. 435-11 (WILEY)

CARLSON
RECORD OF SURVEY
(124 LSM 29)
(14899 OR 618)



GORDON R. SCHELL LS 6849
EXP. DATE 9-30-16

SHELL & MARTIN, INC.
CIVIL ENGINEERING & LAND SURVEYING
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