

Parcel Number: 138-142-006 (Portion of)
Project Name: Pine Creek Basin Land Sale
Project Number: WL83PV (FS 17-00171)

**PURCHASE AND SALE AGREEMENT BETWEEN
THE *FLOOD CONTROL DISTRICT*
AND
GRANTEE NAMED HEREIN**

This Agreement is entered into by and between Contra Costa County Flood Control and Water Conservation District, a flood control district, organized under the laws of the State of California (hereinafter "District") and Cheston Jared Henley and Priscilla Lynn Henley, husband and wife, as Joint Tenants (hereinafter "Grantee").

RECITALS

- A. District is the owner of approximately 19.67 acres of real property located in unincorporated Contra Costa County, California for the Pine Creek Basin and identified as Assessor's Parcel Number 138-142-006. A portion of the Pine Creek Basin consisting of 1,788 square feet, described on Exhibit "A" attached hereto and incorporated herein by reference will be sold to the property owner of 190 Pine Creek Road to meet minimum setback requirements. The real property that will be sold, including improvements thereon, if any, are collectively referred to herein as the "Property".
- B. District agrees to convey the Property to the Grantee, and Grantee agrees to purchase the Property from the District, in accordance with and subject to the terms and conditions of this Agreement.
- C. The District has prepared an Initial Study of Environmental Significance 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 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 District's Governing Board. This Agreement will be submitted to the Grantee first for approval, and thereafter to the District. This Agreement is effective on the date approved by the District's Governing Board ("Effective Date"). Upon approval of this Agreement by the Board of Supervisors, the District 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, District agrees to sell and Grantee agrees to purchase the Property.
3. **Purchase Price.** The purchase price for the Property shall be Six Thousand and 00/100 Dollars (\$6,000) ("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 Flood Control and Water Conservation District.
4. **Delivery of Executed Grant Deed.** Within two County business days 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 District pursuant to this Agreement shall not exceed that vested in the District. 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 from the governing board of the Contra Costa County Flood Control and Water Conservation District. The Grantee may not take possession of the Property until a deed from the District has been recorded. Upon approval by the Board of Supervisors, this Agreement shall constitute a binding obligation of both parties, and the District 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 District, 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. Grantee shall take title to the Property in its "AS-IS" condition and acknowledges that District is not providing any ingress/egress across their remainder property in order for Grantee to access the Property being conveyed. The District has not made, and does not make, any representation as to the physical condition of the Property. 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 District, 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 District for any expenditures, including reasonable attorneys' fees that District may make by reason of such matters and, if requested by District, 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 District 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 District 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 District 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. The place for delivery of all notices given under this Agreement shall be 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: Cheston J. and Priscilla L. Henley
190 Pine Creek Road
Walnut Creek, CA 94598
Telephone: 925-567-6898 (Cell) or 925-672-2629 (Office)

County: Real Estate Division
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Telephone: 925-313-2012
Attn: Carmen Piña-Delgado

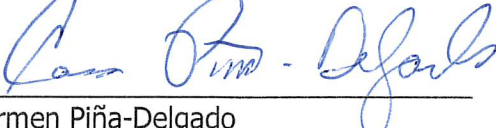
or to such other addresses as County and Grantee may respectively designate by written notice to the other.

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 District of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed improvement. District 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 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.

FLOOD CONTROL DISTRICT

RECOMMENDED FOR APPROVAL:

By 
Carmen Piña-Delgado
Supervising Real Property Agent

By 
Karen A. Laws
Principal Real Property Agent

APPROVED:

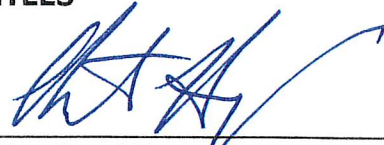
By _____
Brian M. Balbas
Chief Engineer

APPROVED AS TO FORM:
County Counsel

By 
Deputy County Counsel

Date _____
(Date of Board Approval)

GRANTEES

By 
Cheston Jared Henley

By 
Priscilla Lynn Henley

Date: 1/30/2018
(Date Signed by Grantee)

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Exhibit A & B - Legal Description & Plat Map

\\PW-DATA\grpdata\realprop\Flood Control\Pine Creek Basin Land Sale\AG.12b Purchase & Sale Ag Pine Creek Basin Land Sale.doc

(FORM APPROVED BY COUNTY COUNSEL 6/99)

**EXHIBIT A
TRANSFER PARCEL**

FCPID 5175

REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN INDIVIDUAL GRANT DEED TO CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (CCCFC&WCD) RECORDED ON AUGUST 14, 1979, IN BOOK 9484, AT PAGE 837, OFFICIAL RECORDS, CONTRA COSTA COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF PARCEL A AS SHOWN ON PARCEL MAP "M.S. 18-70," FILED ON MAY 18, 1970, IN BOOK 12 OF PARCEL MAPS, AT PAGE 43, OFFICIAL RECORDS OF CONTRA COSTA COUNTY; THENCE ALONG THE NORTH LINE OF SAID PARCEL A, NORTH 88° 43' 00" WEST, 58.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 88° 43' 00" WEST, 99.24 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 477.68 FEET, THROUGH A CENTRAL ANGLE OF 12° 39' 25", AN ARC LENGTH OF 105.52 FEET; THENCE LEAVING SAID NORTH LINE AND CROSSING THROUGH THE ABOVE MENTIONED TO(CCCFC&WCD) PARCEL THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 89° 59' 25" EAST, 124.92 FEET, AND
- 2) SOUTH 78° 23' 55" EAST, 80.31 FEET TO THE **TRUE POINT OF BEGINNING**.

RESERVING THEREFROM TO THE GRANTOR A PERPETUAL EASEMENT FOR FLOOD CONTROL PURPOSES.

CONTAINING AN AREA OF 1,788 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A PLAT ENTITLED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART OF.



VINCENT J. D'ALO
LS 4210



1/10/18

DATE

EXHIBIT B

WOLPE

APN: 138-150-022

P.O.C.

P.O.B.

S78°23'55"E
80.31'

58.00'

84.14'
S16°56'00"E

N88°43'00"W
157.24'(T)

FCPID
5175

S89°59'25"E
124.93'

TRANSFER AREA
1,788± SQ.FT.

PARCEL A
12 PM 43

L=202.82'(T)
R=477.68'
D=24°19'40"

L=97.30'

N34°26'00"E
145.03'

HENLEY
DOC. No. 2008-065686

APN: 138-150-013

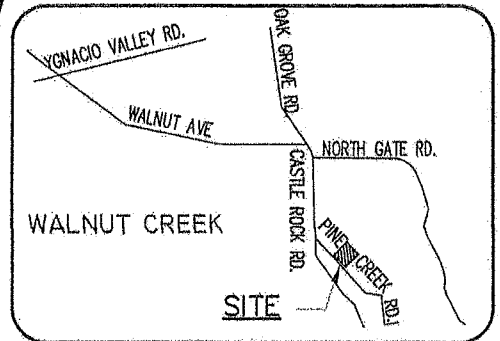
N46°04'00"W
156.93'

PINE CREEK ROAD

CCCFC & WCD
DRAWING No. FA-20092

JOHNSTON LAURIE TRUST
MESSICK LAWRENCE

APN: 138-015-014



VICINITY MAP

LEGEND

	BOUNDARY LINE
	ADJACENT LOT LINE
	NEW LOT LINE
	TRANSFER AREA

(T)	TOTAL
SQ.FT.	SQUARE FEET
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

CCCFC&WCD
CONTRA COSTA COUNTY
FLOOD CONTROL & WATER
CONSERVATION DISTRICT



(IN FEET)
1 inch = 60 ft.

EASEMENT RESERVED BY CONTRA COSTA COUNTY FLOOD CONTROL & CONSERVATION DISTRICT



Planners
Civil Engineers
Surveyors

Aliquot Associates, Inc.
1390 S. Main St. - Ste. 310
Walnut Creek, CA 94596
Telephone: (925) 476-2300
Fax: (925) 476-2350

Subject TRANSFER AREA
Job No. 213126 Scale 1" = 60'
By MM Date 7/27/2017 Chkd. VLD
SHEET 1 OF 1