

# CROCKETT COMMUNITY SERVICES DISTRICT

Special Business Meeting  
AGENDA FOR THURSDAY JULY 2, 2020

TIME: 3:00 PM

PLACE: **\*\* Meeting to be held by teleconference \*\***

## **IMPORANT NOTICE REGARDING COVID -19 AND TELECONFERENCED MEETINGS:**

Based on the mandates by the Governor in *Executive Order 33-20* and the County Public Health Officer to shelter in place and the guidance from the CDC, to minimize the spread of the coronavirus, please note the following changes to the District's ordinary meeting procedures:

- The District offices are not open to the public at this time. (See Resolution No. 19/20-18)
- The meeting will be conducted via tele conference using Zoom.
- All members of the public seeking to observe and/or to address the local legislative body may participate in the meeting telephonically or otherwise electronically in the manner described below.

## **HOW TO OBSERVE THE MEETING:**

**Telephone:** Listen to the meeting live by calling Zoom at +1 669 900 9128. Enter the Meeting ID# 827 3888 6990 followed by the pound (#) key. More phone numbers can be found on Zoom's website at <https://zoom.us/j/aeONOA5qL> if the line is busy.

**Computer:** Watch the live streaming of the meeting from a computer by navigating to <https://us02web.zoom.us/j/82738886990> using a computer with internet access that meets Zoom's system requirements (see <https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux>)

**Mobile:** Login through the Zoom mobile app on a smartphone and enter Meeting ID# 827 3888 6990.

- 
1. CALL TO ORDER – ROLL CALL
  2. PUBLIC COMMENTS ON NON-AGENDA ITEMS:  
(*The Board is prohibited from discussing items not on this agenda. Matters brought up that are not on the agenda may be referred to staff for action or calendared on a future agenda.*)
  3. ADMINISTRATIVE:
    - a. Approve financing proposal from Municipal Finance Corporation for property acquisition of Hosselkus Chapel, estimated financing amount at \$647,500 at 3.25% for 20 years.
    - b. Authorize General Manager to execute Purchase and Sales Agreement for the acquisition of Hosselkus Chapel, 1 Rolph Park Drive, Crockett, CA upon finalization of terms with seller Carriage Services, Inc.
  4. ADJOURNMENT

## HOW TO SUBMIT PUBLIC COMMENTS:

**Written/ Read Aloud:** Please email your comments to [manager@town.crockett.ca.us](mailto:manager@town.crockett.ca.us), write "*Public Comment*" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (*not to exceed three minutes at staff's cadence*), prominently write "*Read Aloud at Meeting*" at the top of the email. All comments received before 3:00 PM the day of the meeting will be included as an agenda supplement on the District's website under the relevant meeting date and provided to the Directors at the meeting. Comments received after this time will be treated as telephonic/electronic comments.

**Telephonic / Electronic Comments:** During the meeting, the Board President or designee will announce the opportunity to make public comments and identify the cut off time for submission. The public can speak up at that time or use the Zoom chat feature to indicate they want to make a public comment. If needed, a short recess (generally less than 10 minutes) will take place during the time public comment is open to allow the comments to be collected. Use Zoom chat or email your comments to [manager@town.crockett.ca.us](mailto:manager@town.crockett.ca.us), write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. Once the public comment period is closed, all submitted comments timely received will be read aloud. Comments received after the close of the public comment period will be added to the record after the meeting.

You will find the Minutes of this meeting posted on our website at [www.town.crockett.ca.us](http://www.town.crockett.ca.us) Visit our website for more information on meetings and activities of the Crockett Community Services District and the towns of Crockett and Port Costa.

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in a District meeting, or if you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, please contact the General Manager at (510) 787-2992. Notification of at least 48 hours prior to the meeting or time when services are needed will assist District staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

*In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item, and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection. The Board has designated the District's website located at <https://www.town.crockett.ca.us/meetings> as the place for making those public records available for inspection. The documents may also be obtained by calling the District Manager. at the Crockett Community Services District Office in Crockett. If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda. The office address is 850 Pomona Street, Crockett, California 94525.*



## **MUNICIPAL FINANCE CORPORATION**

2945 Townsgate Road, Suite 200  
Westlake Village, CA 91361  
Telephone (805) 719-1235  
www.munifinance.com

### **TERM SHEET**

Municipal Finance Corporation hereby submits an installment purchase financing proposal in accordance with the terms and conditions set forth below.

**Date:** June 30, 2020

**Purchaser:** Crockett Community Services District (the “District”)

**Seller:** Municipal Finance Corporation (the “Corporation”)

**Financing Type:** Sewer Revenue Installment Purchase Agreement

**Purpose:** The purpose of this transaction is to finance the District’s acquisition of real property.

**Financing Amount:** Estimated at \$647,500, comprised of \$620,000 in property acquisition proceeds and \$27,500 for costs of issuance.

**Financing Term:** Twenty (20) years with equal semi-annual payments of principal and interest (payment schedule attached).

**Interest Rate:** 3.25%, locked through an expected closing date of August 20, 2020.

**Costs of Issuance:** \$27,500 to cover loan arrangement and documentation fees.

**Bank Qualified:** This proposal is subject to the District qualifying the financing pursuant to Section 265(b) of the Internal Revenue Code. This requires the District to issue no more than \$10,000,000 in tax-exempt financings in total during calendar year 2020.

**Prepayment Option:** The District shall have the right to prepay the installment payments in whole on any installment payment date commencing on the eighth anniversary of the closing date. A 1% prepayment premium shall apply.

**Security:** The Installment Purchase Agreement shall be secured by a pledge of the net revenues of the sewer system of the District. The District shall covenant to maintain rates and charges so as to generate revenues

equal to at least 115% of debt service each fiscal year, although the balance in a rate stabilization fund shall be considered revenues for purposes of the net revenue computation.

Documentation/Credit: Preparation of documents will be the responsibility of the Corporation. Closing the Installment Purchase Agreement is subject to favorable credit review and completion of documentation to the satisfaction of the Corporation and its assignee.

Proposal Acceptance: This proposal is good for an acceptance by the District no later than July 7, 2020. Acceptance of this financing proposal is subject to approval of the District's governing body. The District shall incur no costs if the governing body elects not to approve this proposal.

Upon acceptance of this financing proposal, Municipal Finance Corporation shall use its best efforts to secure a credit approval in a timely fashion and otherwise to faithfully meet the requirements of this proposal. If this proposal is acceptable to the Crockett Community Services District, please sign below and return to my attention at your earliest convenience.

We look forward to the opportunity to be of service to the Crockett Community Services District.

Sincerely,

Proposal Accepted By:  
Crockett Community Services District



Stefan Morton  
Vice President

By \_\_\_\_\_

Date \_\_\_\_\_

PURCHASE AND SALE AGREEMENT  
(Carriage Services, Inc.)

Location: Wilson & Kratzer Mortuaries  
Hosselkus Chapel  
One Rolph Park Drive  
Crockett, California, 94525

APN: 354-203-002-2

This AGREEMENT OF PURCHASE AND SALE (“Agreement”) is made and entered into as of this **day of JULY, 2020** (the “**Effective Date**”), by and between CROCKETT COMMUNITY SERVICES DISTRICT, an independent California special district (the “**Buyer**”), and CARRIAGE SERVICES, INC. (the “**Seller**”).

This Agreement constitutes an agreement by which the Seller agrees to sell to Buyer, and the Buyer agrees to purchase from the Seller, on the terms and conditions hereinafter set forth, that certain real property located in Contra Costa County, State of California and described in the “**Legal Description**” attached hereto as Exhibit A and shown on the “**Property Map**” attached hereto as Exhibit B, together with all Improvements as hereinafter defined (collectively, the “**Property**”).

The terms and conditions of this Agreement are as follows:

1. Property. The Property to be acquired by Buyer from Seller under this Agreement consists of one (1) parcel totaling approximately 0.54 acres located at One Rolph Park Drive in Crockett, California and the Improvements located on the Property. Seller currently owns fee title to the Property and all of the Improvements. For purposes of this Agreement, the term “**Improvements**” shall mean and include all buildings, structures, improvements, pavement, areas improved with asphalt, concrete or similar materials, utilities and fixtures and equipment installed upon or located in or on the Property owned by Seller. For purposes of this Agreement, the term “**Property**” shall mean and include the above-referenced parcel of land, the Improvements, and all and singular estates, rights, privileges, easements and appurtenances owned by Seller and belonging or in any way appertaining to the Property. The Property, while improved, is currently vacant.

2. Acquisition. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property shall be **Six Hundred Fifteen Thousand Dollars and 00/100 (\$615,000.00)** (the “**Purchase Price**”).

a. Purchase As-Is, Where Is. Buyer expressly acknowledges and agrees, and represents and warrants to Seller, that Buyer is purchasing the Property “AS IS, WHERE IS”, and “WITH ALL FAULTS”.

b. No Obligation to Repair. Any reports, repairs or work required by Buyer are the sole responsibility of Buyer, and Buyer agrees that there is no obligation on the part of Seller to make any changes, alterations or repairs to the Property or to cure any violations of law or to comply with the requirements of any insurer.

c. No Merger. The provisions of this Paragraph 2 shall survive the transfer of title and shall not be deemed merged into any instrument or conveyance effectuating such transfer.

3. Payment of Purchase Price. Buyer shall deposit the Purchase Price with Escrow Company by **August 17, 2020**.

4. Transfer of Title. The “**Close of Escrow**” or “**Closing**” means the date on which the Grant Deed conveying title to the Property to Buyer is recorded. The Close of Escrow shall occur on or before **August 20, 2020** (the “**Closing Date**”). On or prior to the Closing Date, (i) Buyer shall deliver to Old Republic National Title Insurance Company (“**Title Company**”), for recording, the Grant Deed in the form attached hereto as Exhibit C (“**Grant Deed**”), duly executed by Buyer, acknowledged and in recordable form, and (ii) Buyer will deliver the Purchase Price to Seller in accordance with Section 3 above. Upon Seller’s receipt of the Purchase Price with Buyer, Buyer will authorize the Title Company to record the Grant Deed.

5. Closing Costs. Buyer shall pay (i) all of the city, county and/or other documentary transfer stamps, taxes and/or fees; and (ii) all of Title Company’s charges for the Owner’s Policy which would be incurred for a standard CLTA form owner’s policy. Buyer shall pay (i) any charges for extended title coverage and any title endorsements requested by Seller; and (ii) the cost of recording the Grant Deed. All other closing costs and charges shall be paid by the parties in accordance with the customary practice in Contra Costa County. Buyer and Seller shall split escrow fees.

6. Conditions to Transfer of Title.

a. Conditions to Buyer’s Obligations. Buyer’s obligation to consummate the transaction contemplated by this Agreement and to deposit the Purchase Price with Seller is subject to the satisfaction of the following conditions for Buyer’s benefit:

(1) Review and Approval of Documents and Materials. Buyer hereby acknowledges that Buyer has had an opportunity to review, at Buyer’s sole cost and expense, and hereby approves of, all environmental reports, groundwater and soils inspection, conditions of title, zoning, surveys, all physical inspections of the Property, and all other reports or inspections Buyer has deemed necessary or appropriate in connection with this Agreement.

(2) Buyer's Title Policy. Title Company will be prepared to issue a standard coverage CLTA policy of owner's title insurance in the amount of the Purchase Price, subject only to exceptions approved by Buyer and with the endorsements required by Buyer to all exceptions shown in the preliminary title report except for monetary encumbrances, which shall be removed by Seller (the "**Owner's Policy**").

(3) Representations, Warranties, and Covenants of Seller. Seller shall have duly performed each and every agreement to be performed by Seller hereunder and Seller's representations, warranties, and covenants set forth in this Agreement shall be true and correct in all material respects.

(4) Inspections and Studies. Buyer hereby acknowledges and agrees that Buyer has approved the results of any and all inspections, investigations, tests and studies (including, without limitation, investigations with regard to the environmental condition of the Property, zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports) with respect to the Property elected or obtained by Buyer. During the term of this Agreement, Buyer, its agents, contractors and subcontractors, upon at least twenty-four (24) hours written notice, shall have the right to enter upon the Property, at reasonable times during ordinary business hours, to make any and all additional inspections and tests as may be necessary or desirable in Buyer's sole judgment and discretion, except that Buyer needs Seller's written approval for any inspection that could materially alter the physical condition of the property or create any violation of any environment requirements. Buyer shall use care and consideration in connection with any of its inspections. Buyer shall indemnify, defend and hold Seller and the Property harmless from any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of, or resulting from the acts or omissions of Buyer's, and/or Buyer's agents, contractors and/or subcontractors occurring during or resulting from such entry or activities upon the Property.

b. Conditions Precedent to Seller's Obligations. Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Seller's benefit:

(1) Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer.

(2) Certificate of Acceptance. Buyer shall have delivered to Seller or to the Title Company a duly executed Certificate of Acceptance to be appended to the Grant Deed.

(3) Buyer's Representations and Warranties. All representations and warranties made by Buyer in this Agreement shall be true and correct as of the transfer of title.

7. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement, and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

a. Signatories. The persons executing this Agreement, the instruments referenced herein, and any other documents executed and delivered on behalf of Seller have the full right, power and authority to do so and have been duly authorized to do so by Seller, and no other persons are required to execute this Agreement on behalf of Seller.

b. Threatened Actions. There are no actions, suits or proceedings pending against, or, to Seller's actual knowledge, threatened or affecting the Property in law or equity.

c. No Violation of Law. To the Seller's actual knowledge, there is no violation of law or governmental regulation by Seller with respect to the Property.

d. Condemnation. There are no pending, or, to the best of Seller's actual knowledge, threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.

e. Compliance with Law. To Seller's actual knowledge, all laws, ordinances, rules, and requirements and regulations of every governmental agency, body, or subdivision thereof bearing on the Property have been complied with by Seller.

f. Agreements. Seller is not a party to any agreement (whether oral or written) affecting or relating to the right of any party with respect to the possession of the Property, or any portion thereof, which are obligations which will affect the Property or any portion thereof subsequent to the recordation of the Grant Deed, except as may be reflected in the Preliminary Title Report or previously disclosed to Buyer in writing.

g. Documents. To Seller's actual knowledge, all documents delivered to Buyer pursuant to this Agreement are true and complete copies of originals, without any representation or warranty as to the contents or accuracy thereof.

h. Occupancy Agreements. There are no leases, subleases, occupancies or tenancies in effect pertaining to the Property, except as noted above in Section 1, and Seller has no knowledge of any oral agreements with anyone, including tenants, with respect to the occupancy of the Property, except as except as may be reflected in the Preliminary Title Report or previously disclosed to Buyer in writing.

The truth and accuracy of Seller's representations and warranties made herein shall survive the consummation of the transaction contemplated by this Agreement for a period of twelve (12) months.

8. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder):

a. Buyer is a California Special District, duly formed, validly existing and in good standing under the laws of the State of California.

b. Buyer has the full right, power and authority to enter into this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby.

c. The persons executing this Agreement, the instruments referenced herein, and any other documents executed and delivered on behalf of Buyer have the full right, power and authority to do so and have been duly authorized to do so by Buyer, and no other persons are required to execute this Agreement on behalf of Buyer.

d. This Agreement has been, and all documents executed by Buyer under this Agreement which are to be delivered to Seller will be, duly authorized, executed, and delivered by Buyer, and as to all documents to be executed by Buyer, will be, legal, valid, and binding obligations of Buyer, and do not and will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

e. Buyer has been given a sufficient opportunity to inspect the Property and has obtained and examined such information and documentation affecting the Property as Buyer has deemed necessary or appropriate.

9. Damage or Condemnation Prior to Transfer.

a. Material Damage or Destruction. In the event of material damage to or destruction of the Property prior to the transfer of title, Buyer shall accept the Property in its damaged condition, and Seller shall assign all of Seller's insurance proceeds and Buyer shall receive a credit against the Purchase Price for the amount of any unpaid insurance deductible; provided, however, that if as result of any casualty, the Property sustains damage in excess of \$50,000.00 of the replacement cost of the Property, then Buyer can elect to either: either (i) to terminate this Agreement within fifteen (15) days of such damage or destruction, or (ii) to accept the Property in its then condition and to proceed with the transfer of title, in which event, Buyer shall be entitled to receive an assignment of all of Seller's rights to any insurance proceeds payable by reason of such damage or destruction. If Buyer elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such proceeds without Buyer's prior written consent.

b. Eminent Domain. In the event that prior to the transfer of title, all or any material portion of the Property is subject to a taking or a threatened taking by a public authority, Buyer shall have the right, but not the obligation, exercisable by giving notice to Seller within fifteen (15) days after receiving knowledge of such taking, either (i) to terminate this Agreement, in which case no party shall have any further rights or obligations hereunder, or (ii) to accept the Property in its then condition and to proceed with the transfer of title without an abatement or reduction in the Purchase Price, in which case Buyer shall be entitled to receive an assignment of all of Seller's rights to any condemnation award payable by reason of such taking. If Buyer elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award without Buyer's prior written consent.

c. Non-Material Taking or Damage. In the event that prior to the transfer of title, any non-material portion of the Property is damaged, destroyed or subject to a taking or a threatened taking by a public authority, Buyer shall accept the Property in its then condition and proceed with the transfer of title without any abatement or reduction in the Purchase Price, in which case Buyer shall be entitled to receive an assignment of all of Seller's rights to (i) any applicable insurance proceeds; and/ or (ii) any condemnation award payable by reason of such taking. In the event of any such non-material damage, destruction or taking, Seller shall not compromise, settle or adjust any claims to such award without Buyer's prior written consent.

10. Legal Fees. In the event of any action between Buyer and Seller seeking enforcement of any of the terms and conditions to this Agreement, or otherwise in connection with the Property, the prevailing party in such action, whether by fixed judgment or settlement, shall be entitled to recover its reasonable attorneys' fees, court costs and expert witness fees.

11. Assignment. Buyer shall not be entitled to assign this Agreement without the prior written consent of Seller.

12. Miscellaneous.

a. Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed, unless provided otherwise.

b. Required Actions. The parties each agree to execute such instruments and documents and to diligently undertake such actions as may be reasonably required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to transfer title to the Property in accordance with the provisions hereof.

c. Time of Essence. Time is of the essence of each and every term, condition, obligation, and provision hereof.

d. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

e. Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

f. Real Estate Commissions; Brokerage Fees; Indemnity. Seller has not engaged the services of a real estate agent or broker for the sale of the Property. Buyer and Seller each agree to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorneys' fees) incurred by any other party as a result of a claim of representation.

g. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

h. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference.

i. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

j. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the principles governing conflicts of laws. Venue for any action arising under this Agreement shall be in the Superior Court of Contra Costa County, and buyer expressly waives any potential ability to transfer venue pursuant to California Code of Civil Procedure section 394.

k. Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

l. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

m. Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

n. Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day, and including the last day, unless the last day is a holiday or Saturday or Sunday, in which case the time shall be extended to the next business day.

o. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

p. Conflicts of Interest. No member, official or employee of the parties shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested.

q. Gender and Number. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

13. Entire Agreement, Waivers and Amendments.

a. This Agreement shall be executed in two (2) duplicate originals each of which is deemed to be an original. This Agreement and its attached Exhibits shall constitute the entire understanding and agreement of the parties.

b. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all (or any part of or any interest in) the Property. This Agreement and all documents incorporated herein contain the entire understanding among the parties hereto relating to the transactions contemplated herein and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written.

c. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the parties, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties to be bound thereby.

d. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The signature page of this Agreement may be detached from and added to any counterpart of this Agreement identical in form.

e. The General Manager, or designee, on behalf of Buyer, and the Representative of Carriage Services, Inc., or designee, on behalf of Seller, are each authorized to make such non-substantive changes to this Agreement or the documents and instruments attached to this Agreement as may be necessary or appropriate to effectuate this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**“SELLER”**

CARRIAGE SERVICES, INC.

By: \_\_\_\_\_

\_\_\_\_\_

**“BUYER”**

CROCKETT COMMUNITY SERVICES DISTRICT,  
a California Special District

By: \_\_\_\_\_  
Dale McDonald, General Manager

Attest:  
By: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Rachel Hundley, District Counsel

## EXHIBIT A

### LEGAL DESCRIPTION

Portion of the Rancho Canada Del Sambre, Northern Part, described as follows:

Commencing on the South line of the County Road known as Pomona Street, distant thereon South 88° 40' 46" East (the bearing of said line being taken as South 88° 40' 46" East for the purpose of this description), 383.04 feet from a concrete monument on the West line of the 40 feet in width strip of land described in the deed from California and Hawaiian Sugar Refining Corporation, Limited to Contra Costa County, dated February 2, 1937, and recorded February 18, 1937, in Volume 435 of Official Records, at Page 212; thence from said point of commencement along said South line South 88° 40' 46" East, 56.39 feet, North 1° 13' 14" East, 10 feet and Easterly along the arc of a curve to the left with a radius of 1530 feet, the center of which bears North 1° 19' 14" East, an arc distance of 49.98 feet to a point from which the center of said curve bears North 0° 33' 04" West and the actual point of beginning of the herein described parcel of land, said point of beginning being at the Northerly terminus of the East line of Rolph Park Drive, as designated on the map of Tract No. 2388, which map was filed in the Office of the Recorder of the County of Contra Costa, State of California, on March 14, 1956, in Volume 63 of Maps, at Page 3; thence from said point of beginning along the South line of Pomona Street, continuing along the arc of said curve to the left with a radius of 1530 feet, an arc distance of 218.27 feet to a point from which the center of said curve bears North 8° 43' 29" West; thence South 20° 29' 09" West, 151.85 feet; thence North 86° 40' 46" West to a point on the East line of Rolph Park Drive, as designated on said map of Tract No. 2388; thence along said East line as follows; Northwesterly along the arc of a curve to the left with a radius of 105 feet to a point from which the center of said curve bears South 25° 26' 06" West; Northwesterly along the arc of a reverse curve to the right with a radius of 45 feet, the center of which bears North 25° 26' 06" East, an arc distance of 12.43 feet to a point from which the center of the last curve bears North 41° 15' 41" East; Northwesterly, Northerly and Northeasterly along the arc of a compound curve to the right with a radius of 20-feet, the center of which bears North 41° 15' 41" East, an arc distance of 48.24 feet to a point from which the center of the last curve bears South 0° 33' 04" East; thence North 0° 33' 04" West, 10 feet to the point of beginning.

**APN 354-203-002-2**

Purchase & Sale Agreement – Hosselkus Chapel

EXHIBIT A

LEGAL DESCRIPTION

# EXHIBIT B PROPERTY MAP

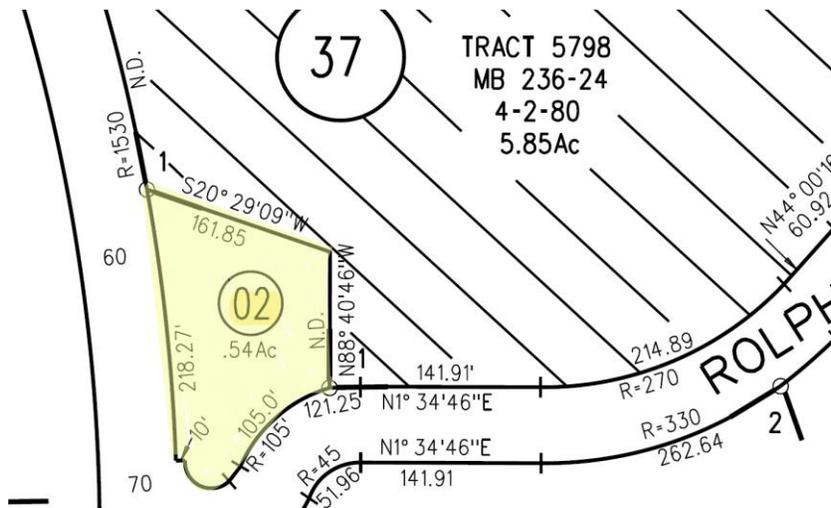
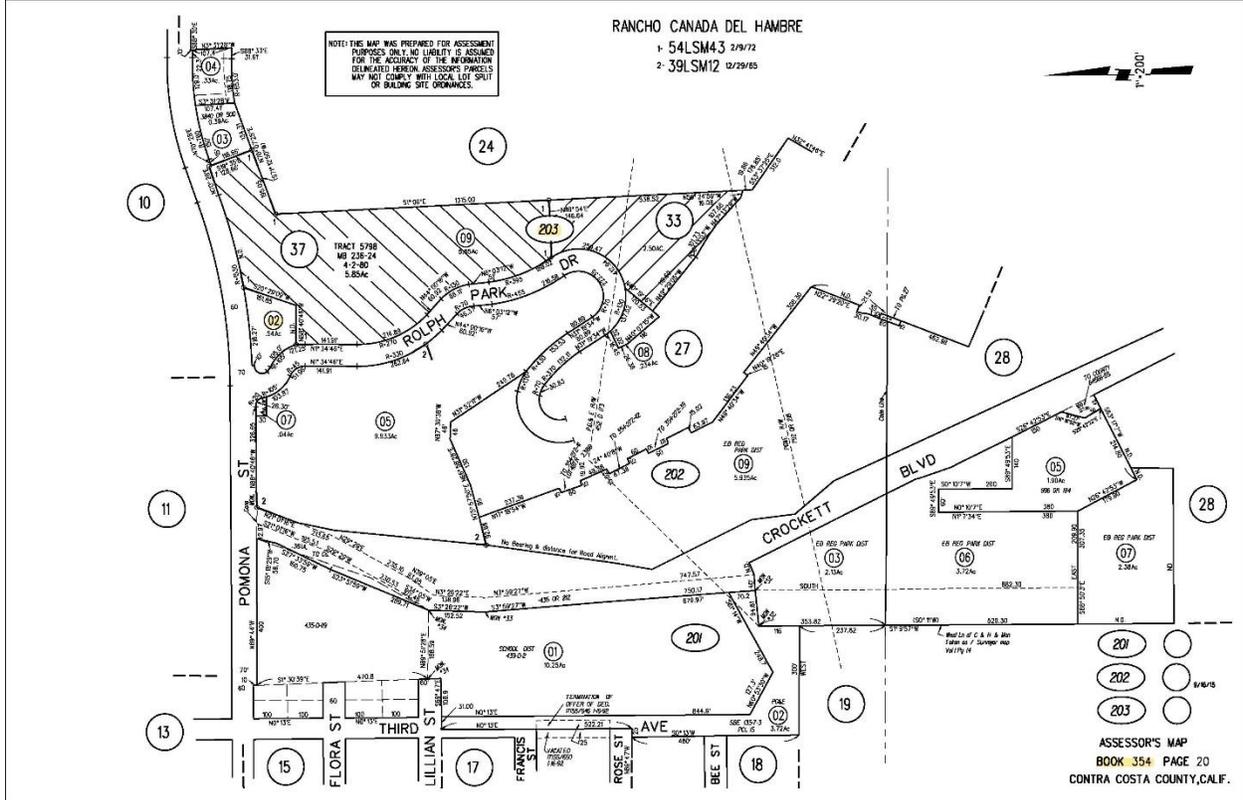


EXHIBIT C

GRANT DEED

[BEHIND THIS PAGE]

**EXHIBIT C**

RECORDING REQUESTED BY, )  
MAIL TAX STATEMENT TO )  
AND WHEN RECORDED MAIL TO: )  
 )  
Crockett Community Services District )  
P.O. Box 578 )  
Crockett, CA 94525 )  
ATTN: General Manager )

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This document is exempt from payment of a recording fee pursuant to Government Code Section 27383

**GRANT DEED**

APN: 354-203-002-2

For valuable consideration, receipt of which is hereby acknowledged, CARRIAGE SERVICES, INC. ("Seller"), hereby grants to, the CROCKETT COMMUNITY SERVICES DISTRICT, a Special District organized and existing under the Constitution and laws of the State of California (the "District"), the real property hereinafter referred to as the "Parcel," described in Exhibit A attached hereto and incorporated herein, subject to (a) any lien to secure payment of real estate taxes and assessments; (b) the existing easements, restrictions and covenants of record described therein; (c) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Parcel; and (d) all matters which would be apparent from an inspection, or disclosed by the Survey.

The Parcel is conveyed in accordance with and subject to the Purchase and Sale Agreement entered into between the District and Seller dated July \_\_\_\_, 2020 ("Agreement"), a copy of which is on file with the District at its offices as a public record and which is incorporated herein by reference.

**SELLER:**

By: \_\_\_\_\_  
Carriage Services, Inc.

**DISTRICT:**

CROCKETT COMMUNITY SERVICES  
DISTRICT, a California Special District

By: \_\_\_\_\_  
Dale McDonald, General Manager

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Rachel Hundley, District Counsel