

**COUNTY OF SHASTA  
STATE OF CALIFORNIA**

**REAL PROPERTY PURCHASE AGREEMENT**

This agreement is entered into by and between the County of Shasta, a political subdivision of the State of California, hereinafter known as County, and Brentley Hennefer, Trustee of the Brentley Hennefer Revocable Trust Dated April 1, 1993, hereinafter known as Grantee, for purchase of the property interest described in the Quitclaim Deed as Exhibit "1" and incorporated herein (the "Deed"). The property interest conveyed pursuant to this agreement is more particularly described in Exhibit "A" to the Deed (the "Property").

1. Grantee shall:
  - A. Pay the sum of twelve thousand dollars (\$12,000.00) representing the purchase price within 10 days of the Board of Supervisors approval of this agreement. Deposit shall be in the form of cash or cashier check made payable to the order of Shasta County and delivered to:

Shasta County  
Department of Public Works  
1855 Placer Street  
Redding, CA 96001
  - B. Pay all recording fees, documentary transfer taxes, or other real estate transaction taxes or fees by whatever name known, including personal property sales taxes where applicable.
2. County shall deliver the Deed to Grantee, within five County business days of receipt of the purchase price provided for in subsection 1.A.
3. County makes no representations regarding the condition of the Property or its suitability for any use intended by Grantee, nor does it assume any responsibility for the conformance to codes or permit regulations of the County. Grantee is responsible for determining all building, planning, zoning, and other applicable laws or regulations pertaining to the Property and the uses to which it can be put. Grantee is responsible for any expenses or costs of obtaining any approvals necessary for any use to be made of the Property by Grantee. The Property is conveyed "As Is Where Is".
4. The right, title, and interest in the Property to be transferred shall not exceed that vested. County makes no warranties regarding its interest. The transfer is subject to title exceptions and reservations of record and any easements, claims of easements, or reservations not of record. County, in connection with this transaction, will furnish no policy of title insurance, nor will the County conduct a survey of the property.
5. Grantee may take possession of the Property upon recordation of the Deed.
6. Grantee shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation, costs, and investigation costs), damages, judgments or decrees occasioned by any person's or persons' claim or assertion regarding title to Property.

7. This agreement supersedes any previous agreements between Grantee and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no agreements, representations, or warranties, expressed or implied, not specified in the agreement. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
8. Grantee represents and warrants that the Grantee has not engaged nor dealt with any agent, broker, or finder in connection with the purchase contemplated by this contract. Grantee shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person (or legal entity which) who represents or claims to represent the Grantee.
9. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SIGNATURE PAGE FOLLOWS

**NO OBLIGATION, OTHER THAN THOSE SET FORTH HEREIN, WILL BE RECOGNIZED.**

**IN WITNESS WHEREOF**, County and grantee have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

APPROVED:  
GRANTEE

BRENTLEY HENNEFER REVOCABLE  
TRUST, DATED APRIL 1, 1993

\_\_\_\_\_  
BRENTLEY HENNEFER, TRUSTEE

Date \_\_\_\_\_

APPROVED:  
County of Shasta

By \_\_\_\_\_  
**DAVID A. KEHOE, CHAIRMAN**  
Board of Supervisors  
County of Shasta  
State of California

Date \_\_\_\_\_

ATTEST:  
  
**LAWRENCE G. LEES**  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:  
  
**RUBIN E. CRUSE, JR.**  
County Counsel

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
David M. Yorton, Jr.  
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By \_\_\_\_\_  
**PATRICK J. MINTURN**, Director  
Department of Public Works

By \_\_\_\_\_  
Jim Johnson  
Risk Management Analyst II

RECORDING REQUESTED BY  
BRENTLEY HENNEFER

RETURN TO:  
BRENTLEY HENNEFER  
C/O BRENTLEY HENNEFER REVOC. TRUST  
426 36<sup>TH</sup> ST  
OAKLAND, CA 94609

-----Space above this line for Recorder's use only-----  
UNINCORPORATED AREA

## QUITCLAIM DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

**The County of Shasta, A Political Subdivision of the State of California, Hereby Remise and Forever Quitclaim to Brently Hennefer, Trustee of the Brently Hennefer Revocable Trust Dated April 1, 1993,** all that real property and personal property interest situated in the southeast one-quarter of Section 13, Township 31 North, Range 1 East M.D.B.&M., in the unincorporated area of County of Shasta, State of California, more particularly described in Exhibit "A" attached hereto and made a part hereof.

COUNTY OF SHASTA

By \_\_\_\_\_ Dated \_\_\_\_\_  
DAVID A. KEHOE, CHAIRMAN  
BOARD OF SUPERVISORS  
COUNTY OF SHASTA  
STATE OF CALIFORNIA

Legal Description

Shingletown Parcel – Surplus Property Disposal

**EXHIBIT "A"**

All that portion of real property situated in the southeast one-quarter of Section 13, Township 31 North, Range 1 East, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, conveyed to the County of Shasta, State of California, by deed recorded July 9, 1959, in Book 605 of Official Records at Page 344, Shasta County Records.

Being APN 095-050-012

