

Project: La Honda Purchase and Sale Agreement
A.P.N.: 083-133-320
Address: 331 Scenic Drive, La Honda

**PURCHASE and SALE AGREEMENT
with
ESCROW INSTRUCTIONS**

This **PURCHASE and SALE AGREEMENT with ESCROW INSTRUCTIONS** ("Agreement") is made and entered into by and between DAVID R. L. WORTHINGTON and CAROLYN L. WORTHINGTON, husband and wife (together, "Seller"), and COUNTY OF SAN MATEO, a political subdivision of the State of California ("Buyer"); with reference to the following:

WHEREAS, Seller is the fee simple owner of a an approximately 24,200 square foot parcel of land in the unincorporated area of the County of San Mateo, State of California, commonly identified as San Mateo County Assessor's Parcel Number 083-133-320, located at 331 Scenic Drive, La Honda, and more particularly described on Attachment "1" attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, Buyer, through the State of California has applied for and been awarded funding from the Department of Homeland Security, Federal Emergency Management Agency, and has entered into a mitigation grant program Grant Agreement with FEMA whereby Buyer agrees to conditions that restrict the use of the land to open space in perpetuity, as such conditions are set forth in Exhibit A to the Grant Deed (Attachment "2") ("Grant Deed"), attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree that Seller shall remise, release, and convey to Buyer and Buyer shall accept all right, title, and interest in and to the Property, subject to the following terms and conditions:

1. **SALE AND PURCHASE PRICE.** Subject to the terms and conditions contained in this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, fee ownership of the Property, subject to the following:

a. The total purchase price for the Property shall be ONE MILLION ONE HUNDRED EIGHTY-ONE THOUSAND DOLLARS (\$1,181,000.00) ("Purchase Price").

b. Upon final execution by Buyer, Buyer shall return a duplicate original of this Agreement to Seller and shall deliver to the escrow holder a copy of this Agreement.

c. Buyer shall have from the opening of Escrow through July 11, 2019 to complete its investigation of the Property and to satisfy all conditions described herein (the "Due Diligence Period").

d. During the Due Diligence Period, Buyer may, in its sole and absolute discretion, elect to terminate this Agreement based upon any of the following:

i. its review of the condition of the Property, including all disclosures by Seller, a CEQA analysis, or any other studies related to the condition of the Property or title to the Property;

ii. a California Government Code Section 65402 general plan conformity determination; or

iii. Buyer's inability to complete any of the studies or actions set forth above.

e. If Buyer fails to deliver notice of its election to terminate on or before 5:00 p.m. on the last day of the Due Diligence Period, then Buyer shall be deemed to have waived this condition. If the last day of the Due Diligence Period falls on a weekend or holiday, the Due Diligence Period shall be extended until 5:00 p.m. of the following day.

2. ESCROW AND OTHER FEES: On or before July 1, 2019, Buyer shall open escrow at Old Republic Title Company, located at 361 Lytton Avenue, #100, Palo Alto, 94301 California, or at such other escrow company as may be agreed to by Seller and Buyer ("Escrow Holder"); with escrow instructions to be based upon the terms and conditions set forth herein, and Buyer shall deliver a copy of this Agreement to the Escrow Holder. On behalf of Buyer, the County Manager of San Mateo County, or designee, shall execute the necessary escrow instructions and/or additional instructions, which may be required to complete the closing of this real property transaction. Seller shall execute an escrow instruction for payment of Seller's attorney's fees from escrow in an amount to be specified by Seller. This Agreement shall become part of the escrow and shall constitute the basic instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein, in accordance with the terms and conditions of this Agreement. In case of conflict between this Agreement and any related escrow documents, the terms of this Agreement shall control.

a. The Closing shall be on July 16, 2019, (the "Closing Date"), or such other date as the parties hereto shall mutually agree in writing. The "Closing" is defined as the satisfaction of all conditions herein stated, except those conditions that may be waived by an express written waiver duly executed by Seller and the recordation of a Grant Deed in substantially the same form as attached hereto as Attachment "2", which shall vest title to the Property in Buyer.

b. The Purchase Price, escrow, title and other fees shall be paid as follows:

i. Buyer shall pay the Purchase Price into escrow, as well as all title and escrow fees.

ii. A Standard California Land Title Association owner's policy of title insurance covering the Property shall be paid for by Buyer.

iii. Buyer shall pay for any additional title insurance coverage that may be required by Buyer.

iv. Buyer shall receive a refund of any funds remaining in escrow upon closing.

v. Seller shall pay escrow fees if escrow is cancelled by Seller.

vi. Buyer and Seller shall pay their own attorney's fees and expenses.

vii. All costs and expenses incident to this transaction and the closing thereof, and not specifically described above, shall be paid by the party incurring the same.

c. Escrow Holder shall be obligated as follows:

i. To provide a current preliminary title report covering the Property at Buyer's expense.

ii. To record prior to Closing, the Grant Deed and the Certificate of Acceptance as described in Section 3 below.

iii. To issue or have issued to Buyer the California Land Title Association policy of title insurance required herein, including an ALTA extended coverage Policy, if required by Buyer; however, issuance of the ALTA coverage shall not delay the Closing.

3. DELIVERIES AT CLOSING.

a. Seller's Deliveries. Prior to the Closing Date, Seller shall deliver to Escrow the following:

i. the Grant Deed which has been duly executed and acknowledged by Seller;

ii. a duly entered dismissal with prejudice ("Dismissal of Action") dismissing Seller's claims in the action captioned *Martha Bollman, et al. v. Cuesta La Honda Guild, et al.*, San Mateo County Superior Court Case No. 17-CIV-02941 (the "Action");

iii. a duly executed Duplication of Benefits Certification ("Duplication of Benefits Certification"), attached as Attachment "4" and incorporated herein by reference.

iv. an estimated closing statement and such other documents or instruments as may be reasonably required by Escrow Holder or Title Company in order to convey the Property and satisfy the obligations of the parties hereunder.

v. a duly signed escrow instruction directing payment of attorney's fees to Susan D. Pelmulder at the direction of Seller.

b. Buyer's Deliveries. Prior to the Closing Date, Buyer shall deliver to Escrow the following:

i. the Purchase Price plus costs of pro-rations, fees, and expenses pursuant to this Agreement;

ii. a Certificate of Acceptance for the Property which has been executed by Buyer, in substantially the same form shown on Attachment "3" ("Certificate of Acceptance"), attached hereto and incorporated herein by reference. In the event the San Mateo County Board of Supervisors elects not to approve consummation of the purchase of the Property by approving a Certificate of Acceptance, which such election shall be at the sole discretion of the Board, Buyer may terminate escrow and this Agreement without any liability therefor;

iii. an estimated closing statement and such other documents or instruments as may be reasonably required by Escrow Holder in order to convey the Property and satisfy the obligations of the parties hereunder.

c. Closing Escrow. On the Closing Date, provided Escrow Holder has received all the documents, instruments and funds required to be delivered by Buyer and Seller in accordance with the terms of this Agreement, and provided that all other conditions to the Closing have been satisfied (or waived by the party to this Agreement who benefits from such condition), Escrow Holder shall promptly perform all of the following:

i. cause the Deed and the Certificate of Acceptance to be recorded with the real property records of the County of San Mateo.

ii. deliver to Seller the sum of \$885,750 less any prorations, fees, including Seller's attorney's fees, and expenses to be paid by Buyer in accordance with the terms of this Agreement;

iii. deliver to Buyer the sum of \$295,250.

iv. deliver to Buyer Seller's Dismissal of Action and Duplication of Benefits Certification.

v. Pay costs and fees in accordance with Section 2 above.

4. **COMMISSION:** It is understood that neither party has employed a broker or sales agent in connection with this transaction. In the event that any commission is to be paid to any broker or sales agent representing a party in this transaction, such commission shall be paid by that party.

5. **GOOD FAITH DISCLOSURE BY SELLER:** Seller shall make a good faith disclosure to Buyer of any and all facts, findings, or information about the Property known to Seller, including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contracts, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning reports; environmentally hazardous material such as dioxins, oils, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination. Seller agrees that any and all facts or information known by Seller concerning the condition of the Property shall be delivered to Buyer no later than July 2, 2019.

Within three (3) business days of actual receipt of said disclosure information, Buyer shall notify Seller of the conditions it deems unacceptable and the corrections desired and request that Seller, at Seller's expense, to correct the condition(s) affected thereby to the reasonable

satisfaction of Buyer and/or any governmental body having jurisdiction. Failure to so correct shall be grounds for termination of this Agreement.

6. **INSPECTION BY BUYER:** Buyer and Seller acknowledge that Buyer has had an opportunity to inspect the Property, including the completion of a Phase I Environmental Assessment.

7. **TITLE AND DEED:** Title to the Property is to be free of liens, encumbrances, restrictions, conditions, rights to possession or claims thereto (recorded and/or unrecorded) known to Seller, except:

- a. All covenants, conditions, restrictions, and reservations of record approved by Buyer.
- b. All easements or rights-of-way over the Property for public or quasi-public utility or public street purposes, if any, approved by Buyer.
- a. All exceptions contained in the preliminary title report as may be approved by Buyer.

All current real property taxes on the Property shall be prorated through the Escrow between Buyer and Seller as of 12:01 a.m. Pacific Time on the Closing Date on the basis of the actual number of days during the month in which the Closing occurs. Proration of taxes shall be based on the 2019/2020 official tax bills or, if not yet available at the time of Closing, the amount that is equivalent to a 2% increase over the total amount identified in the 2018/2019 official tax bill. In addition to the foregoing apportionments, Seller shall pay all expenses accrued or incurred in connection with Seller's ownership or operation of the Property before the Closing, including any special assessments.

Buyer shall have the right to review the preliminary title report and disapprove in writing any items disclosed in said report prior to the close of escrow. Seller shall have thirty (30) days from receipt of Buyer's notice of disapproval to correct the condition(s) that adversely affect the Property. Failure to so correct shall be grounds for termination of this Agreement by Buyer.

Escrow shall be automatically extended for thirty (30) days where there is a need for Seller to correct an adverse condition unless Seller refuses to correct such condition or unless correction requires more than thirty (30) days in which case escrow shall be extended to the date of refusal or date of correction respectively.

8. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller represents and warrants to Buyer that the following statements are true and correct and shall be true and correct as if originally made on and as of the Closing:

- i. To Seller's knowledge, there is no litigation pending which either involves the Property or, if determined adversely, would have a material adverse effect on the Property;
- ii. Seller has not granted any option or right of first refusal or first opportunity to any party other than Buyer to acquire fee interest in the Property;
- iii. To Seller's knowledge, Seller's disclosure pursuant to Section 5 hereof is true and correct.

iv. To Seller's knowledge, the Property is not in violation of any federal, state, local or administrative environmental laws or requirements relating to industrial hygiene, environmental conditions or hazardous materials;

v. To Seller's knowledge, the Property is not now, nor has it been, used for the manufacture, use, storage, discharge, deposit, transportation or disposal of any hazardous material, except for the use of such substances in such limited quantities as are customarily used in residences, which limited use has been and is in compliance with environmental laws;

vi. To Seller's knowledge, the Property does not consist of any landfill or contain any underground storage tanks other than a residential septic tank; and

vii. Neither Seller nor anyone in Seller's household has or will receive in the future any proceeds or monetary settlement in connection with the Action.

From and after Seller's delivery of an executed copy of this Agreement, Buyer and Seller shall immediately advise the other in writing of any information it receives which indicates that a representation or warranty made by Seller in this Section 8 is, or has become, untrue in any material respect. Buyer shall have the right, exercisable by giving written notice to Seller and Escrow Holder prior to Closing Date either (i) to terminate this Agreement, or (ii) to consummate the transaction contemplated by this Agreement.

9. DUPLICATION OF BENEFITS CERTIFICATION: Seller agrees and acknowledges that Buyer's acquisition of the Property is contingent upon, and made on express reliance upon, the truth of Seller's statements in the Duplication of Benefits Certification. Seller acknowledges that if any of the statements in the Duplication of Benefits Certification are now or at any time in the future untrue in any material respect, Seller will be liable to Buyer for any and all damages incurred as a result thereof. The provisions of this Section 9 shall survive the Closing.

10. TIME OF ESSENCE: Time is of the essence in the performance by the parties in respect to this Agreement.

11. NOTICES: All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, Buyer may also provide notices, documents, correspondence or such other communications to Seller by personal delivery or by first class mail postage prepaid and any such notices, documents, correspondence and communications so given shall be deemed to have been given upon actual receipt. All such notices, documents, correspondence, and communications shall also be sent by email.

IF TO SELLER:

David and Carolyn Worthington
4937 Tonino Drive
San Jose, CA 95136
(650) 575-9588
(650) 787-2849
Worthington@southcoast.net; cworthi@hotmail.com

With a copy to:

Susan D. Pelmulder
Attorney at Law
ROSE PERKINS PELMULDER, APA
577 Salmar Ave., Second Floor
Campbell, CA 95008
(408) 399-4566 Ext 101
sue@pelmulder.com

IF TO BUYER:

Don Grady
Real Property Manager
San Mateo County
555 County Center, 4th Floor
Redwood City, CA 94063
(650) 363-4047
dgrady@smcgov.org

ESCROW HOLDER:

Susan Goulet
Senior Escrow Officer
Old Republic Title Company
361 Lytton Ave. #100
Palo Alto, CA 94301
(650) 321-0510

12. SUCCESSORS: This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assignees of the parties to this Agreement.

13. ASSIGNMENT PROHIBITION Buyer shall not assign its rights or delegate its duties under this Agreement, without the prior written consent of Seller, which consent may be withheld. Any sale, assignment, or other transfer in violation of this Section 13 shall be null and void.

14. MISCELLANEOUS

a. **WAIVERS:** No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

b. **CONSTRUCTION:** Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include the plural and vice-versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

c. FURTHER ASSURANCES: Whenever requested by the other party, each party shall execute, acknowledge and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurances, approvals, consents and all further instruments and documents as may be necessary, expedient or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.

d. THIRD PARTY RIGHTS: Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

e. INTEGRATION: This Agreement contains the entire agreement between the parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the purchase of the Property.

f. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument.

g. AMENDMENT: This Agreement may not be amended or altered except by a written instrument executed by Buyer and Seller.

h. PARTIAL INVALIDITY: Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect.

i. EXHIBITS: All attached exhibits are incorporated in this Agreement by reference.

j. AUTHORITY OF PARTIES: All persons executing this Agreement on behalf of any party to this Agreement warrant that they have the authority to execute this Agreement on behalf of that party.

k. GOVERNING LAW: The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws.

l. FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES: In the event that the parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing original signatures are provided within seventy-two (72) hours of transmission; however, funds shall not be released nor shall documents be accepted for recordation by the San Mateo County Recorder's Office until such documents bearing original signatures are received by Seller.

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Project: La Honda Purchase and Sale Agreement
A.P.N.: 083-133-320
Address: 331 Scenic Drive, La Honda

Buyer and Seller have executed this Purchase and Sale Agreement and Escrow Instructions by the respective authorized officers and representatives as set forth below to be effective as of the date executed by Buyer.

BUYER:
COUNTY OF SAN MATEO

By: _____
Carole Groom, President
County of San Mateo Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SELLER:
DAVID R. L. WORTHINGTON and
CAROLYN L. WORTHINGTON

By: David R. L. Worthington
David R. L. Worthington

Date: JUNE 27, 2019

By: Carolyn L. Worthington
Carolyn L. Worthington

Date: 6-27-19

ATTACHMENT "1"
LEGAL DESCRIPTION
"PROPERTY"

The land referred to in this report is situated in the State of California, County of San Mateo, Unincorporated Area, described as follows:

LOT 18 IN BLOCK 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED "CUESTA LA HONDA SUBDIVISION NO. 3, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF COUNTY RECORDER OF SN MATEO COUNTY, STATE OF CALIFORNIA, ON APRIL 12, 1930 IN BOOK 18 OF MAPS AT PAGE(S) 24 AND 25.

APN: 083-133-320

JPN: 083-013-133-06A, 083-013-133-07A,
083-013-133-09A and 083-013-133-10A

COMMONLY KNOWN AS:

331 Scenic Drive
La Honda, CA

ATTACHMENT "2"
GRANT DEED

Recorded at the Request of and
When Recorded, Return and
Mail Tax Statements to:

County of San Mateo
Real Property Office
555 County Center, 4th Floor
Redwood City, CA. 94063
Attn: Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY
APN: 083-133-320

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, DAVID R. L. WORTHINGTON and CAROLYN L. WORTHINGTON, husband and wife, as "Grantors" herein hereby grants to the COUNTY OF SAN MATEO, a political subdivision of the State of California, as "Grantee" herein, fee title to all of that certain real property located in the unincorporated area of the County of San Mateo, State of California, more particularly described in Attachment "1" hereto, incorporated herein by this reference (the "Property"); subject to the Deed Restrictions set forth in Exhibit "A", attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed on the ____ day of _____, _____.

"Grantors"
DAVID R. L. WORTHINGTON
CAROLYN L. WORTHINGTON
husband and wife

David R. L. Worthington

Carolyn L. Worthington

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____ before me, _____,
notary public,
personally appeared _____, who proved to me on the basis
of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of _____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

By: _____
(Seal)

**ATTACHMENT “1” TO GRANT DEED
LEGAL DESCRIPTION
“PROPERTY”**

The land referred to in this report is situated in the State of California, County of San Mateo, Unincorporated Area, described as follows:

LOT 18 IN BLOCK 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED “CUESTA LA HONDA SUBDIVISION NO. 3, SAN MATEO COUNTY, CALIFORNIA”, FILED IN THE OFFICE OF COUNTY RECORDER OF SN MATEO COUNTY, STATE OF CALIFORNIA, ON APRIL 12, 1930 IN BOOK 18 OF MAPS AT PAGE(S) 24 AND 25.

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083-013-133-09A and 083-013-133-10A

COMMONLY KNOWN AS:

331 Scenic Drive
La Honda, CA

EXHIBIT A TO GRANT DEED

Deed Restrictions

In reference to the property or properties (“Property”) conveyed by the attached Grant Deed between DAVID R. L. WORTHINGTON and CAROLYN L. WORTHINGTON, husband and wife, participating in the federally-assisted acquisition project (“the Grantors”) and the County of San Mateo, a political subdivision of the State of California, (“the Grantee”), its successors and assigns:

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (“The Stafford Act”), 42 USC § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the State of California has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated _____, _____, with FEMA and herein incorporated by reference; making it a mitigation grant program grantee;

WHEREAS, the Property is located in the County of San Mateo (“County”), and County participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

WHEREAS, the County, acting by and through the County Board of Supervisors, has applied for and been awarded federal funds pursuant to an agreement with the State of California (_____) dated (_____) (“State-Local Agreement”), and herein incorporated by reference, making it a mitigation grant program subgrantee; and

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values.

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Flood Mitigation Assistance Program

statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State- local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

- i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
- ii. A public rest room; or
- iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be flood-proofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

- i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed

transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years, on the anniversary of the date of recordation of the attached Grant Deed, the Grantee, in coordination with any then current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee, the State, FEMA, and their respective representatives,

successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[SIGNATURE PAGE FOLLOWS]

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Grantor's Signature _____ Date: _____

Name (printed or typed) _____

Grantor's Signature _____ Date: _____

Name (printed or typed) _____

Grantee's Signature _____ Date: _____

Grantee's Name and Title (printed or typed) _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

On _____ before me, _____,
notary public,
personally appeared _____, who proved to me on the basis
of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

By: _____
(Seal)

ATTACHMENT “3”

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SAN MATEO: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the GRANT DEED dated _____, 2019, from DAVID R. L. WORTHINGTON and CAROLYN L. WORTHINGTON, husband and wife, as Grantors, to COUNTY OF SAN MATEO, a political subdivision of the State of California, as Grantee, is hereby accepted by the Board of Supervisors of the County of San Mateo on _____, 2019 and the County of San Mateo consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____, 2019

COUNTY OF SAN MATEO

By: _____
Clerk of the Board

ATTACHMENT “4”
DUPLICATION OF BENEFITS CERTIFICATION

David R. L. Worthington and Carolyn L. Worthington each certify and acknowledge individually under penalty of perjury that the following statements are true and correct:

1. Neither the I, nor anyone in my household (“Applicant”) has or will receive in the future any proceeds or monetary settlement in connection with the action captioned *Martha Bollman, et al. v. Cuesta La Honda Guild, et al.*, San Mateo County Superior Court Case No. 17-CIV-02941.

2. I acknowledge that the County of San Mateo’s acquisition of the property identified as San Mateo County Assessor’s Parcel Number 083-133-320, located at 331 Scenic Drive, La Honda, La Honda (“Property”), is made possible by the FEMA’s Hazard Mitigation Grant Program (HMGP) and is subject to all applicable law, rules, and regulations in connection with the HMGP.

3. On November 5, 2018, I executed an agreement and acknowledgement under penalty of perjury regarding the terms of my participation in the HMGP program as described in the letter dated October 18, 2018 from Jim Porter, Director of Public Works, County of San Mateo, including the prohibition on duplication of benefits as described in 42 U.S.C. § 5155 (“Duplication of Benefits”) and the requirement that Applicant relinquish any legal claims related to the Property or the events that led to the HMGP application to acquire the Property.

4. I certify that Applicant has not received, nor will receive, any Duplication of Benefits in connection with the Property, and I acknowledge that if Applicant at any time does receive any Duplication of Benefits, Applicant will be obligated to repay all duplicative benefits to FEMA or FEMA may collective duplicative assistance as required by law pursuant to 42 U.S.C. § 5155(c). I will promptly report any Duplication of Benefits to the FEMA Mitigation Director of FEMA Region IX in Oakland, Ca, and the Real Property Manager for the County of San Mateo.

Executed on this ____th day of June, 2019, at _____ [city], _____ [state].

David R. L. Worthington

Executed on this ____th day of June, 2019, at _____ [city], _____ [state].

Carolyn. L. Worthington