

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO

County of Lake
c/o Clerk to the Board of Supervisors
255 North Forbes Street
Lakeport, California 95453

NO FEE FOR RECORDING PURSUANT TO
GOVERNMENT CODE SECTION 27383

MUTUAL RESCISSION AGREEMENT

The COUNTY OF LAKE (“County”), a political subdivision of the State of California, located in 255 North Forbes Street, Lakeport, CA 95453, hereinafter referred to as “County,” WILLIAM L. BIGGS and CAROL S. BIGGS, husband and wife as community property with right of survivorship (“Biggs”), hereby enter into this Mutual Rescission Agreement (the “Agreement”) and agree as follows:

Recitals

A. On May 30, 2019, County conveyed property more particularly described in the Grant Deed to Biggs, recorded in the Lake County Recorder’s Office on May 30, 2019 as Instrument No. 2019006482,

B. The parties desire to rescind this Grant Deed in order to restore the parties to the position each was in when the contract was made.

Consent to Rescission of Deeds

1. County and Biggs hereby consent and agree to rescind that certain deed between them, dated May 30, 2019, entitled “Grant Deed,” recorded in the Lake County Recorder’s Office on May 30, 2019 as Instrument No. 2019006482. A copy of that Grant Deed is attached hereto as Exhibit “1” and incorporated herein by reference.

Disposition of Consideration

2. In consideration for the rescission of the Grant Deed, the parties agree to the following:
- a. Biggs shall convey the property back to County via Rescission Quitclaim Deed and record the Rescission Quitclaim Deed within thirty (30) days after the execution of this Agreement.
 - b. Within thirty (30) days after receiving notice of the recording of the Rescission Grant Deed, County shall pay ninety three thousand six hundred and five dollars (\$93,605.00) to Biggs as full and complete reimbursement for Biggs' purchase payment for the property under the Grant Deed.

Surrender of Rights

5. The parties mutually agree to forego all other rights and benefits provided for under the Grant Deed referred to in Paragraphs 1 and 2 respectively as further consideration for the rescission pursuant to this Agreement.

Indemnification

6. To the fullest extent permitted by California law, Biggs hereby agrees to indemnify, defend, protect and hold harmless County and its respective shareholders, directors, officers, agents, and employees (collectively, the "Indemnified Parties") from and against any and all third-party claims, demands, liabilities, costs and damages, including without limitation, reasonable attorneys' fees, which the Indemnified Party may either suffer or incur (a) by reason of this Agreement; or (b) by reason of County's execution of this Agreement or in performance of any act required or permitted hereunder. This indemnification provision is effective even if County is at fault so long as such fault does not rise to those categories of fault described in California Civil Code 1668 and case law interpreting same.

Miscellaneous

7. This Agreement is entered into and will be governed by and construed in accordance with the laws of the State of California (without giving effect to its choice of law principles). The parties agree that all suits or actions of any kind brought to interpret or enforce the terms of, or otherwise arising out of or relating to, this Agreement will be filed and litigated solely in the state courts in Lake County California. Each party hereby consents to the personal and subject matter jurisdiction of said courts.

8. In the event of any arbitration or litigation between the parties, whether based on contract, tort or other cause of action, in any way related to this Agreement, the non-prevailing party will pay to the prevailing party all reasonable attorneys' fees and costs and expenses of any type, without restriction by statute, court rule or otherwise, incurred by the prevailing party in connection with any action or proceeding (including arbitration proceedings, any appeal and the enforcement of any judgment or award), whether or not the dispute is litigated or prosecuted to final judgment. The "prevailing party" will be determined based upon an assessment of which party's major arguments or positions taken in the action or proceeding could fairly be said to have prevailed (whether by compromise, settlement, abandonment by the other party of its claim or defense, final decision, after any appeals, or otherwise) over the other party's major arguments or positions on major disputed issues.

9. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and is intended to be binding when all parties have delivered their signatures to the other parties. Signatures may be delivered by facsimile transmission. All counterparts will be deemed an original of this Agreement.

10. The parties agree to comply with all present and future laws, regulations, permits,

and requirements of all federal, state and local governments and their agencies as they relate to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Rescission Agreement as of the dates set forth below.


COUNTY OF LAKE

Chair, Board of Supervisors

Attest: CAROL HUCHINGSON
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
ANITA L. GRANT
County Counsel

By: 

Lloyd C. Guintivano
Deputy County Counsel

William L. Biggs

Date: _____

Carol S. Biggs

Date: _____