

Assessor Parcel #	Owner	Site Address	Project
005-053-220	Lake County Air Quality Management District	2617 S. Main Street, Lakeport, CA	South Main Street / Soda Bay Road Widening and Bike Lanes Project

RECEIVED

OCT 27 2025

PURCHASE AGREEMENT

This Purchase and Sale Agreement (Agreement) is made and entered into as of Effective Date by Lake County Air Quality Management District (Grantor) and the County of Lake, a Political Subdivision of the State of California (Grantee).

A Grant Deed in favor of the County of Lake, a Political Subdivision of the State of California, identified as Exhibit A, is attached hereto and made a part hereof.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) 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 Grantee of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in the attached Grant Deed, for public roadway and utility purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.
- (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both Parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
- (D) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
- (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.
2. Grantee shall:
 - (A) Pay the undersigned Grantor the sum of \$4,500 (FOUR THOUSAND FIVE HUNDRED DOLLARS) for the property or interest conveyed by the above documents when title to said property vests in the County of Lake free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

- b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the Grantee, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through First American Title Company, 805 11th Street, Lakeport, California 95453, Escrow No. 7269484.
- (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
- (D) At no expense to Grantor and at the time of construction, Grantee shall reestablish and conform existing driveway approaches and all fencing and/or gates will be relocated and/or replaced in like-kind. Upon completion of construction, the road approach will be considered as an encroachment under permit on the County roadway and is to be maintained, repaired and operated as such by Grantor, in accordance with and subject to the laws of the County of Lake and the rules and regulations of the County Public Works Department.
3. Any monies payable under this agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
4. Any and all monies payable under this Agreement, subject to the demands made by superior lienholders, up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof, said holder to furnish debtor with good and sufficient receipt showing said monies credited against the indebtedness secured by said Financing Statement.
5. It is agreed and confirmed by the Parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the Grantee, including the right to remove and dispose of improvements, shall commence when funds are deposited into escrow and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
6. Should the property be materially destroyed by fire, earthquake or other calamity without the fault of either party this agreement may be rescinded by Grantee; in such an event, Grantee may reappraise the property and make an offer thereon.
7. It is understood and agreed by and between the Parties hereto that payment as provided in clause 2(A) includes, but is not limited to, payment for any and all damages, and any and all damages which may accrue to the Grantor's remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed roadway and utility project, including, but not limited to, any expense which Grantor may incur in restoring the utility of their remaining property.

8. Permission is hereby granted to the Grantee or its authorized agent to enter on Grantor's land, where necessary, to complete work as described above in Clause 2(D) of this contract. Grantor understands and agrees that after completion of the work as described in this contract said facilities will be considered as Grantor's sole property and Grantor will be responsible for any maintenance and repair.
9. It is understood and agreed by and between the parties hereto that payment in Clause 2(A) above includes, but is not limited to, payment for the following improvements: 350 LF of asphalt paving, which are considered to be part of the realty and are being acquired by the Grantee in this transaction.
10. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor agrees to hold Grantee harmless and reimburse Grantee for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a Quitclaim Deed will be required from any Lessee that has a lease term exceeding one month. Said Quitclaim Deed shall be provided to Title prior to the close of escrow.
11. Grantee agrees to indemnify and hold harmless the undersigned Grantor from any liability arising out of the Grantee's operations under this agreement. The Grantee further agrees to assume responsibility for any damages proximately caused by reason of its operations under this agreement and the Grantee will, at its option, either repair or pay for such damage.
12. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or state law, Grantee may elect to recover its cleanup costs from those who caused or contributed to the contamination.
13. It is understood and agreed by and between the Parties hereto that this Agreement inures to the benefit of, and is binding on, the Parties, their respective heirs, personal representatives, successors, and or assignees.
14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

In Witness Whereof, the Parties vested have executed this agreement the day and year first above written.

Grantor: Lake County Air Quality Management District

By: _____

Name: _____

Its: _____

Grantee: County of Lake, a Political Subdivision of the State of California

By: _____

Lars Ewing
Public Works Director

RECORDED FOR THE BENEFIT OF
LAKE COUNTY

WHEN RECORDED RETURN TO:

LAKE COUNTY DEPT. PUBLIC WORKS
255 North Forbes Street, Room #309
Lakeport, CA 95453

No Fee Document – per Government code 27383
No Document Transfer Tax- per R&T Code 11922

SPACE ABOVE THE LINE FOR RECORDER'S USE

A portion of APN 005-053-220

GRANT DEED

The undersigned Grantor (s) declare (s): Documentary Transfer Tax is: \$0.00 (County Tax); and \$0.00 (City Tax).

- ☒ Unincorporated area, County of Lake; or ☐ City of Lakeport, County of Lake
☐ computed on full value of property conveyed, or
☐ computed on full value less liens or encumbrances remaining at time of sale

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Lake County Air Quality Management District, hereby grants to the COUNTY OF LAKE, a Political Subdivision of the State of California, all of Grantor's right, title, and interest in and to that certain real property situated in the unincorporated area of the County of Lake, State of California, more particularly described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of this _____ day of _____, 2025.

Grantor: Lake County Air Quality Management District

By _____

Name: _____

Title _____

EXHIBIT "A"

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 10 WEST, M.D.B. & M. WITHIN THE UNINCORPORATED AREA OF THE COUNTY OF LAKE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING CENTERLINE OF SOUTH MAIN STREET (FORMERLY STATE HIGHWAY NO. 29), SAID POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE GRANT DEED FROM NESLO GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY TO LAKE COUNTY AIR QUALITY MANAGEMENT DISTRICT RECORDED AS DOCUMENT NO. 2014012930 ON OCTOBER 24, 2014 IN THE OFFICE OF THE COUNTY RECORDER OF SAID LAKE COUNTY; THENCE, LEAVING SAID CENTERLINE AND ALONG THE SOUTHERLY LINE OF SAID LAKE COUNTY AIR QUALITY TRACT, NORTH 85° 18' 51" WEST (NORTH 89° 11' 00" WEST) 36.98 FEET; THENCE, LEAVING SAID SOUTHERLY LINE, NORTH 19° 04' 16" WEST 174.21 FEET; THENCE SOUTH 71° 17' 23" WEST, 10.00 FEET; THENCE NORTH 19° 04' 16" WEST 20.00 FEET TO THE NORTHERLY LINE OF SAID LAKE COUNTY AIR QUALITY TRACT; THENCE, ALONG SAID NORTHERLY LINE, NORTH 71° 17' 23" EAST (NORTH 71° 18' 50" EAST) 41.78 FEET TO A POINT ON SAID CENTERLINE; THENCE, ALONG SAID CENTERLINE, SOUTH 18° 51' 09" EAST 29.31 FEET; THENCE, CONTINUING ALONG SAID CENTERLINE, SOUTH 20° 29' 38" EAST 140.27; AND THENCE SOUTH 18° 32' 11" EAST 36.98 FEET (SOUTH 18° 41' 10" EAST 204.59 FEET) TO THE POINT OF BEGINNING.

CONTAINS 6,893.00 SQ. FEET OF LAND.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2 (EPOCH 2010.00), AS DETERMINED BY TIES BETWEEN NATIONAL GEODETIC SURVEY, HORIZONTAL CONTROL STATIONS HPGN D CA 01 CH (PID: KT2297) AND 29 LAK 35 13 (PID: DH6294) AND TAKEN AS SOUTH 53° 13' 09" EAST.

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER BOOK 11 OF PARCEL MAPS, PAGE 7, LAKE COUNTY RECORDS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREIN BY THIS REFERENCE

APN 005-053-22 PORTION

SETH H. IRISH
PLS 5922

DATE

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Exhibit "B"

