

REAL PROPERTY PURCHASE AGREEMENT

This Agreement is made and entered into this ___ day of _____, 2024, by and between ROBERT VARDANEGA AND MEINA XU, CO-TRUSTEES OF THE ROBERT VARDANEGA REVOCABLE TRUST DATED JUNE 6, 2016, hereinafter referred to as "Grantor", and the COUNTY OF LAKE, a political subdivision of the state of California, hereinafter referred to as "Grantee".

RECITALS

A. WHEREAS, Grantor is the owner of that certain real property situated in Lake County, California, as described in Exhibit "A" attached hereto and made a part hereof; and

B. WHEREAS, Grantee requires said property described in the Grant Deed, as described in Exhibit "B", attached hereto and made a part hereof, for the purpose of developing a county community park.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED as follows:

1. Grantee shall:

(A) Pay the undersigned Grantor the sum of \$300,000 (Three Hundred Thousand and No/100s 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, 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.

(B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the grantee, the premium charge therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Fidelity National Title Company of California, 704 E. Perkins Street, Suite D Ukiah, Ca 95482, and Escrow Number: FSNX-5142300460-PF.

(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 escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non delinquent assessments which have become a lien at the close of escrow.

2. Any monies payable under this agreement up to and including the total amount of unpaid principle 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) 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.

3. 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.

4. 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, if any, shall commence when escrow has closed on or before March 15, 2024, and that the amount shown in Clause 1(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date. Purchaser expressly agrees that the property is being sold "as is, where is, with all faults", without any warranty or representation, express, implied or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability or fitness for a particular purpose.

5. 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.

6. It is understood and agreed by and between the parties hereto that payment as provided in Clause 1(A) includes, but is not limited to, payment for any and all damages, and any and all damages which may accrue to the Grantors' 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 expenses which Grantor may incur in restoring the utility of their remaining property.

7. 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 Grant Deed will be required from any lessee that has a lease term exceeding one month. Said Grant Deed shall be provided to Title prior to the close of escrow.

8. Grantee agrees to indemnify and hold harmless the undersigned Grantor(s) 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.

9. 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.

10. 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.

11. 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.

12. Any notice or demand which either parties desire to serve upon the other may be served either personally or by depositing the notice or demand in the United States Post Office, postage prepaid, addressed as follows:

Grantor: Robert Vardanega
Meina Xu
Co-Trustees of the Robert Vardanega Revocable Trust
Dated June 65, 2016
P.O. Box 13249
Oakland, Ca 94661

Grantee: County of Lake, a political subdivision of the state of California
Public Services Department
ATTN: Public Services Director
333 Second Street
Lakeport, CA 95453

13. This Agreement shall be governed by the laws of the State of California. The parties hereto agree that venue or forum from any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

Executed at Lakeport, California, on the day and year first written above.

COUNTY OF LAKE

THE ROBERT VARDANEGA REVOCABLE
TRUST DATED JUNE 6, 2016

Chair, Board of Supervisors



Robert Vardanega, Co-Trustee



Meina Xu, Co-Trustee

ATTEST: SUSAN PARKER
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM
LLOYD GUINTIVANO
County Counsel

By: 

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 013-056-040-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF LAKE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A portion of the North half of the Southwest quarter of Section 11, Township 11 North, Range 8 West, M.D.B. & M., described as follows:

Beginning at the most Westerly corner of that certain tract of land as described in the Deed from Don Emerson, et ux., to Lake County Title Company, a corporation, dated October 14, 1957, in Book 285 of Official Records of Lake County at Page 46, said point also being at the most Northerly corner of Lot 23 in Block 1, as shown on that certain map entitled "COBB VIEW HEIGHTS SUBDIVISION NO. 4", filed in the office of the County Recorder of said Lake County on May 20, 1957, in Book 6 of Town Maps at Pages 95 and 96, and running thence South 70°30' 50" West, along the Northerly line of said Lot 23, a distance of 120.46 feet to the Northwest corner thereof; thence South 22°23' 40" East, along Westerly Lines of Lots 23 and 22 in said Block 1, a distance of 185.67 feet to the Southwest corner of said Lot 22, said point also being on the Southerly line of that certain tract of land as described in the Deed from The Calso Company, a California corporation, to Don Emerson, dated February 24, 1955, recorded March 15, 1955, in Book 251 of Official Records of Lake County at Page 415; thence South 67°37' 20" West, along the Southerly line of said Emerson Tract to its intersection with the Southerly line of Golf Road as shown on that certain map entitled "GOLF COURSE SUBDIVISION NO. 1", filed in the office of the County Recorder of said Lake County on January 21, 1955, in Book 6 of Town Maps at Pages 85 and 86; thence in a general Northerly direction, along the Southeasterly and Easterly line of said "Golf Road" to its intersection with the Southerly line of "Cobb Boulevard", as shown on said map entitled "COBB VIEW HEIGHTS SUBDIVISION NO. 4", thence in a general Easterly direction, along the Southerly line of said "Cobb Boulevard" to the Northwest corner of the hereinabove mentioned Lake County Title Company Tract; thence along the Westerly line of said Lake County Title Company Tract, South 24°08' 50" West, 3.37 feet to a 3/4 inch iron pipe and South 24°08'50" West, 112.51 feet to the Point of Beginning.

TOGETHER WITH the following described parcel:

Beginning at a point within the Southwest quarter of Section 11, Township 11 North, Range 8 West, M.D.B. & M., on the Easterly line of California State Highway No. 29 at its intersection with the Southerly line of said "Golf Road", as shown on that certain map entitled "GOLF COURSE SUBDIVISION NO. 1", filed in the office of the County Recorder of said Lake County on January 21, 1955, in Book 6 of Town Maps at Pages 85 and 86, said point being also the most Southerly corner of that certain tract of land as conveyed by The Calso Company, a California corporation, to Don Emerson by Deed dated February 24, 1955, of record in Book 251 of Official Records of Lake County at Page 415; thence along the Southeasterly line of said tract so conveyed to Emerson, North 67°37'20" East, 987.19 feet more or less to the Southwesterly exterior boundary line of said "COBB VIEW HEIGHTS SUBDIVISION NO. 4", as shown on the official map thereof filed in the office of the County Recorder of said Lake County on May 20, 1957, in Book 6 of Town Maps at Pages 95 and 96; thence along the Southwesterly exterior boundary line of said "COBB VIEW HEIGHTS SUBDIVISION NO. 4" the following four (4) courses: South 32°51'20" East, 232.47 feet; South 49°46' 50" East, 268.40 feet, South 27°43'00" East, 118.71 feet; South 54°25'20" East, 79.18 feet to a point on the Northeasterly extension of the Southeasterly line of that parcel of land as described in the Deed from The Calso Company, a California corporation, to Don Emerson, et ux., by Deed dated November 23, 1956, of record in Book 271 of Official Records at Page 372; thence along said Southeast line and its Northeasterly extension South 55°32'30" West 444.44 feet to the most Easterly corner of said Emerson Tract, thence North 32°57'00" West, 190.07 feet to the most Northerly corner thereof; thence South 55°32'30" West, along the Northwesterly line of said Emerson Tract 133.66 feet to a point on the Northeasterly line of California State Highway 175; thence North 69°55'24" West, 766.35 feet along said Northeasterly line of California State Highway 175 to an angle point; thence continuing along the Northerly line of said California State Highway 175, North 52°37'12" West, 80.33 feet to the Point of Beginning.

EXHIBIT "A"
Legal Description
(continued)

Pursuant to that certain instrument entitled "Lot Line Adjustment" recorded October 29, 1997, Document No. 97-018203, Official Records of Lake County.

EXHIBIT "B"

RECORDING REQUESTED BY:
Fidelity National Title Company of California

**When Recorded Mail Document
and Tax Statement To:**
The County of Lake
333 Second Street
Lakeport, CA 95453

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Escrow No.: FSNX-5142300460

NO FEE DOCUMENT-PER GOVT. CODE 27383

Property Address: 16540 State Highway 175,
Cobb, CA 95426
APN/Parcel ID(s): 013-056-040-000

GRANT DEED

The undersigned grantor(s) declare(s)

- This transfer is exempt from the documentary transfer tax. NO DOC TRANS TAX-PER R&T 11922
- The documentary transfer tax is \$-0- and is computed on:
- the full value of the interest or property conveyed.
 - the full value less the liens or encumbrances remaining thereon at the time of sale.
- The property is located in an Unincorporated area.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Robert Vardanega and Meina Xu, Co-Trustees of the Robert Vardanega Revocable Trust dated June 6, 2016

hereby GRANT(S) to

The County of Lake, a political subdivision of the State of California

the following described real property in the Unincorporated Area of the County of Lake, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PROPERTY COMMONLY KNOWN AS: 16540 State Highway 175, Cobb, CA 95426

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): 013-056-040-000

Dated: December 19, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

The Robert Vardanega Revocable Trust dated June 6, 2016

BY: _____
Robert Vardanega, Trustee

BY: _____
Meina Xu, Trustee

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,
(here insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 013-056-040-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF LAKE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A portion of the North half of the Southwest quarter of Section 11, Township 11 North, Range 8 West, M.D.B. & M. described as follows:

Beginning at the most Westerly corner of that certain tract of land as described in the Deed from Don Emerson, et ux., to Lake County Title Company, a corporation, dated October 14, 1957, in Book 285 of Official Records of Lake County at Page 46, said point also being at the most Northerly corner of Lot 23 in Block 1, as shown on that certain map entitled "COBB VIEW HEIGHTS SUBDIVISION NO. 4", filed in the office of the County Recorder of said Lake County on May 20, 1957, in Book 6 of Town Maps at Pages 95 and 96, and running thence South 70°30' 50" West, along the Northerly line of said Lot 23, a distance of 120.46 feet to the Northwest corner thereof; thence South 22°23' 40" East, along Westerly Lines of Lots 23 and 22 in said Block 1, a distance of 185.67 feet to the Southwest corner of said Lot 22, said point also being on the Southerly line of that certain tract of land as described in the Deed from The Calso Company, a California corporation, to Don Emerson, dated February 24, 1955, recorded March 15, 1955, in Book 251 of Official Records of Lake County at Page 415; thence South 67°37' 20" West, along the Southerly line of said Emerson Tract to its intersection with the Southerly line of Golf Road as shown on that certain map entitled "GOLF COURSE SUBDIVISION NO. 1", filed in the office of the County Recorder of said Lake County on January 21, 1955, in Book 6 of Town Maps at Pages 85 and 86; thence in a general Northerly direction, along the Southeasterly and Easterly line of said "Golf Road" to its intersection with the Southerly line of "Cobb Boulevard", as shown on said map entitled "COBB VIEW HEIGHTS SUBDIVISION NO. 4", thence in a general Easterly direction, along the Southerly line of said "Cobb Boulevard" to the Northwest corner of the hereinabove mentioned Lake County Title Company Tract; thence along the Westerly line of said Lake County Title Company Tract, South 24°08' 50" West, 3.37 feet to a 3/4 inch iron pipe and South 24°08'50" West, 112.51 feet to the Point of Beginning.

TOGETHER WITH the following described parcel:

Beginning at a point within the Southwest quarter of Section 11, Township 11 North, Range 8 West, M.D.B. & M., on the Easterly line of California State Highway No. 29 at its intersection with the Southerly line of said "Golf Road", as shown on that certain map entitled "GOLF COURSE SUBDIVISION NO. 1, filed in the office of the County Recorder of said Lake County on January 21, 1955, in Book 6 of Town Maps at Pages 85 and 86, said point being also the most Southerly corner of that certain tract of land as conveyed by The Calso Company, a California corporation, to Don Emerson by Deed dated February 24, 1955, of record in Book 251 of Official Records of Lake County at Page 415; thence along the Southeasterly line of said tract so conveyed to Emerson, North 67°37'20" East, 987.19 feet more or less to the Southwesterly exterior boundary line of said "COBB VIEW HEIGHTS SUBDIVISION NO. 4", as shown on the official map thereof filed in the office of the County Recorder of said Lake County on May 20, 1957, in Book 6 of Town Maps at Pages 95 and 96; thence along the Southwesterly exterior boundary line of said "COBB VIEW HEIGHTS SUBDIVISION NO. 4" the following four (4) courses: South 32°51'20" East, 232.47 feet; South 49°46' 50" East, 268.40 feet, South 27°43'00" East, 118.71 feet; South 54°25'20" East, 79.18 feet to a point on the Northeasterly extension of the Southeasterly line of that parcel of land as described in the Deed from The Calso Company, a California corporation, to Don Emerson, et ux., by Deed dated November 23, 1956, of record in Book 271 of Official Records at Page 372; thence along said Southeast line and its Northeasterly extension South 55°32'30" West 444.44 feet to the most Easterly corner of said Emerson Tract, thence North 32°57'00" West, 190.07 feet to the most Northerly corner thereof; thence South 55°32'30" West, along the Northwesterly line of said Emerson Tract 133.66 feet to a point on the Northeasterly line of California State Highway 175; thence North 69°55'24" West, 766.35 feet along said Northeasterly line of California State Highway 175 to an angle point; thence continuing along the Northerly line of said California State Highway 175, North 52°37'12" West, 80.33 feet to the Point of Beginning.

Pursuant to that certain instrument entitled "Lot Line Adjustment" recorded October 29, 1997, Document No. 97-018203, Official Records of Lake County.