

November 3, 2021

Melvyn W. Oldham, II  
Grantor(s)

**REAL PROPERTY PURCHASE CONTRACT**  
**THE LAKE COUNTY WATERSHED PROTECTION DISTRICT**  
**Middle Creek Flood Damage Reduction and Ecosystem Restoration Project**  
**Assessor's Parcel Nos. 004-010-290 & 004-013-150**

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A document in the form of a Grant Deed covering the property particularly described in the said instrument has been executed and delivered to Cheryl DeMucci, Principal Right-of-Way Agent, Paragon Partners Consultants LLC, acting on behalf of the Lake County Watershed Protection District, hereinafter referred to as District, who is acquiring the aforesaid real property for the District.

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 documents and shall relieve the District of all further obligation or claims on this account, or on account of the proposed public improvement.
- (B) The District requires said property for the purpose of flood control protection as provided in the State of California Water Code Section 79037, Division 26, Chapter 5, Article 2.5.

Both Grantor(s) and Grantee recognize that Grantor(s) is being displaced by the District, a public entity, and Grantor(s) is entitled to uniform and equitable treatment under 49 Code of Federal Regulations, Part 24.

2. The District shall:

- (A) Pay the undersigned Grantor(s) the sum of One Million Three Hundred Sixty Thousand Dollars (\$1,360,000), for the property or interest conveyed by the above document when title to said property vests in the District, 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 documents.
  - 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 District, the premium charged therefore.
- (C) Have the authority to deduct and pay from the amount shown in 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.

3. Any or all monies payable under this contract up to and including the total amount of unpaid principal and interest on a note secured by a mortgage or deed of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed or mortgage, shall, upon demand be made payable to mortgagee or beneficiary entitled thereunder; said mortgagee or beneficiary to furnish grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage or deed of trust.

4. Grantor warrant(s) 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 further agree(s) to hold the District harmless and reimburse the District 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.

5. Grantor hereby represents and warrants that during the period of Grantor's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes, on, from, or under the property that may have occurred prior to Grantor taking title to the property.

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 that requires mitigation under Federal or State law, the District may elect to recover its cleanup costs from those who caused or contributed to the contamination.

6. 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 District or its authorized agents, including the right to remove and dispose of improvements, shall commence on December 1, 2021, or the close of escrow controlling this transaction, whichever occurs first, and that the payment 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.

7. Should the property be materially destroyed by fire, earthquake or other calamity without fault of either party, this contract may be rescinded by the District; in such an event, the District may reappraise the property and make an offer thereon.

8. It is understood and agreed by and between the parties hereto that the payment in Clause 2(A) above includes, but is not limited to, payment for a 59.65± acre parcel including all improvements of which are considered to be part of the realty and are being acquired by the District in this transaction.

9. It is understood and agreed that the acquisition price of the property being acquired in this transaction reflects the fair market value of all the real property without the presence of any personal property. Personal property includes but is not limited to non-operative vehicles and vehicle parts, non-operative farm equipment and farm equipment parts, non-operative appliances and appliance parts, unattached playground equipment, children vehicles and toys, gardening, household, and farming tools, fencing and gate material, pipe, post, firewood, bottles, cans, clothing and other miscellaneous personal items that could be of value or could be considered rubbish.

It is further understood and agreed that Grantor(s) shall remove all personal property from real property prior to vacating said real property. Any personal property remaining on real property, for any reason, after Grantor(s) vacates said real property shall become the property of the District and District may dispose of said personal property as it may see fit. Grantor(s) agree that District is entitled to be reimbursed by Grantor(s) for reasonable cost associated with the removal, if necessary, of Grantor(s) personal property if personal property is not removed by Grantor(s) prior to or upon Grantor(s) vacating said real property.

10. It is agreed that the Grantor(s) shall have a 15-day grace period commencing on the day following the date of recordation of the deed conveying title to the District.

11. It is understood and agreed that the Grantor(s) shall eliminate to the satisfaction of the below named title company the effect of the following title exceptions disclosed on that certain preliminary title report prepared by First American Title Company, Escrow No. 4904-6554018 (SZ).

See attached report.

12. This transaction will be administered through an escrow with First American Title Company, 627 College Avenue, Santa Rosa CA, 95404, Ph: (707) 544-1560, Escrow No. 4904-6554018 (SZ).

**IN WITNESS WHEREOF**, the parties have executed this agreement the day and year first above written.

RECOMMENDED FOR APPROVAL:



Cheryl DeMucci, Principal Right of Way Agent  
Paragon Partners Consultants LLC  
On behalf of the Lake County Watershed  
Protection District



Melvyn W. Oldham, II  
Grantor

APPROVED AS TO FORM  
ANITA L. GRANT  
County Counsel

By: 

ATTEST:

**Carol J. Huchingson**  
Clerk of the Board

APPROVED:

LAKE COUNTY WATERSHED  
PROTECTION DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chair, Board of Directors

**No Obligation Other Than Those Set Forth Herein Will Be Recognized.**