

Shushan B. Vetzmadian, a single woman and Greg A. Sharon,
a single man, as joint tenants
Grantor

REAL PROPERTY PURCHASE CONTRACT
THE LAKE COUNTY WATERSHED PROTECTION DISTRICT
Middle Creek Flood Damage Reduction and Ecosystem Restoration Project
Assessor's Parcel No. 004-015-120

A document in the form of a Grant Deed covering the property particularly described in the said instrument has been executed and delivered to Tim McCloud, Principal Right-of-Way Agent, Monument, Inc., 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 **SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000.00)**, 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 at the close of escrow controlling this transaction and that the payment shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use.

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 23.96+ 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, to comply with the requirements of condition number 9 above. It is agreed upon that the Grantor(s) shall vacate said property no later than 90 days 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 Fidelity National Title Company.

12. This transaction will be administered through an escrow with First American Title Company, 651 First Street West, Suite E, Sonoma, CA 95476, (707) 938-1800.

**[REMAINDER OF PAGE LEFT BLANK,
SIGNATORY PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have executed this Agreement on Dec. 7, 2023 as follows:

GRANTOR(S):

Shushan B. Vetzmadian, a single woman
and Greg A. Sharon, a single man


Shushan B. Vetzmadian


Greg A. Sharon

APPROVED AS TO FORM

Lloyd Guintivano
County Counsel

By: 

ATTEST:

Susan Parker
Clerk of the Board

By: _____

APPROVED:

LAKE COUNTY WATERSHED
PROTECTION DISTRICT

By: _____
Chair, Board of Directors

PROPERTY LEGAL DESCRIPTION

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

BEGINNING AT A POINT ON THE SOUTH BANK OF MIDDLE CREEK, SITUATED 80 CHAINS SOUTH AND 6.55 CHAINS EAST OF THE QUARTER SECTION CORNER BETWEEN SECTIONS 7 AND 8, TOWNSHIP 15 NORTH, RANGE 9 WEST, M. D. M., AND RUNNING THENCE EAST, 13.45 CHAINS; THENCE NORTH 20 CHAINS; THENCE EAST 20 CHAINS; THENCE NORTH 697.46 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED BY G. C. WAYMIRE, ET UX., TO JOHN I. CARNER BY DEED DATED JUNE 22, 1927 AND OF RECORD IN BOOK 27 OF OFFICIAL RECORDS, AT PAGE 193, LAKE COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID CARNER TRACT, THE FOLLOWING COURSES AND DISTANCES: NORTH 88 DEGREES 11' WEST, .64 FOOT, NORTH 89 DEGREES 17' WEST, 515.7 FEET AND NORTH 89 DEGREES 27' WEST, 518.2 FEET TO THE CENTER OF THE OLD COUNTY ROAD FROM UPPER LAKE TO LUCERNE; THENCE NORTHERLY, ALONG THE CENTER OF SAID COUNTY ROAD, TO THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED BY EARL R. PEARSON, ET AL., TO CLYDE BROOKS, ET UX., BY DEED DATED JUNE 19, 1944 IN BOOK 157 OF OFFICIAL RECORDS, AT PAGE 8, LAKE COUNTY RECORDS; THENCE WEST, ALONG THE SOUTH LINE OF SAID BROOKS TRACT, 759 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH, ALONG THE WEST LINE OF SAID BROOKS TRACT, 504.7 FEET TO A CORNER OF THE LANDS DESCRIBED IN THE DEED FROM L. E. PYZER, ET UX., TO GERALD ALAN WETMORE, ET AL., DATED JULY 20, 1951 AND OF RECORD IN BOOK 220 OF OFFICIAL RECORDS, AT PAGE 138, LAKE COUNTY RECORDS; THENCE ALONG THE BOUNDARY LINE OF SAID WETMORE TRACT, THE FOLLOWING COURSES AND DISTANCES: WEST, 330.26 FEET, SOUTH 320 FEET TO THE NORTHERLY LINE OF THE STATE HIGHWAY, NORTH 26 DEGREES 38' WEST, ALONG THE NORTHERLY LINE OF THE STATE HIGHWAY, 89.23 FEET TO A POINT THEREON THAT IS 6.55 CHAINS EAST OF THE WEST LINE OF SECTION 17 OF SAID TOWNSHIP AND RANGE; AND THENCE, SOUTH 2316.3 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACTS:

TRACT ONE: THAT PORTION THEREOF DESCRIBED IN THE DEED FROM G. C. WAYMIRE, ET UX., TO THE STATE OF CALIFORNIA DATED MAY 24, 1932, IN BOOK 80 OF OFFICIAL RECORDS, AT PAGE 25, LAKE COUNTY RECORDS.

TRACT TWO: ANY PART THEREOF THAT MAY LIE WITHIN LOTS 1, 2, 3 "A" AND "C" OF THAT CERTAIN SUBDIVISION KNOWN AS "EDMANOS RECLAIMED LAND CO. SUBDIVISION," AS FILED IN THE OFFICE OF THE COUNTY RECORDER ON MAY 12, 1925, IN BOOK 4 OF TOWN MAPS, AT PAGES 52 TO 56, INCLUSIVE.

TRACT THREE: BEGINNING AT A POINT THAT IS 40 CHAINS SOUTH OF A POINT ON THE NORTH LINE OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 9 WEST, M. D. M., THAT IS 20 CHAINS EAST OF THE NORTHWEST CORNER OF SAID SECTION 17, AND RUNNING THENCE NORTH, 300 FEET; THENCE WEST, 200 FEET; THENCE SOUTH, 300 FEET; AND THENCE EAST, 200 FEET TO THE POINT OF BEGINNING.

TRACT FOUR: THAT PORTION THEREOF DESCRIBED IN THE DEED FROM PASHIER W. HUDSON TO THE STATE OF CALIFORNIA DATED AUGUST 16, 1931, AND OF RECORD IN BOOK 77 OF OFFICIAL RECORDS, AT PAGE 234, LAKE COUNTY RECORDS.

TRACT FIVE: THAT PORTION THEREOF DESCRIBED IN THE DEED FROM REX E. PIERSON AND C. BERNICE PIERSON, HIS WIFE, TO ROSS E. FORD AND CONSTANCE L. FORD, HIS WIFE, AS JOINT TENANTS, DATED FEBRUARY 4, 1972, AND OF RECORD IN BOOK 697 OF OFFICIAL RECORDS, AT PAGE 14, LAKE COUNTY RECORDS.

TRACT SIX: THAT PORTION THEREOF DESCRIBED IN THE DEED FROM REX E. PIERSON AND C. BERNICE PIERSON, HIS WIFE, TO ROSS E. FORD AND CONSTANCE L. FORD, HIS WIFE, AS JOINT TENANTS, DATED FEBRUARY 7, 1975, AND OF RECORD IN BOOK 789 OF OFFICIAL RECORDS, AT PAGE 132, LAKE COUNTY RECORDS.

TRACT SEVEN: PARCELS 1, 2 AND 3, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID LAKE COUNTY ON JANUARY 20, 1975, IN BOOK 8 OF PARCEL MAPS, AT PAGE 42, LAKE COUNTY RECORDS.

TRACT EIGHT: THAT PORTION THEREOF DESCRIBED IN THE DEED FROM PAUL L. MONTGOMERY, AN UNMARRIED MAN AND MARJORIE ALICE HASEN, AN UNMARRIED WOMAN AS JOINT TENANTS, TO THE STATE OF CALIFORNIA DATED APRIL 04, 2007, AND OF RECORD IN INSTRUMENT NO. 2007007874 OF OFFICIAL RECORDS OF LAKE COUNTY.

Recording Requested By:

Lake County Watershed Protection District

And When Recorded Mail To:

Board of Directors
Lake County Watershed Protection District
Courthouse – 255 N. Forbes Street
Lakeport, CA 95453

Documentary Transfer Tax \$ Exempt
County of Lake

By: _____

Recording Fee \$0.00

Govt. Code 27383

APN: 004-015-120

(Space Above This Line For Recorder's Use Only)

GRANT DEED

SHUSHAN B. VETZMADIAN, A SINGLE WOMAN AND GREG A. SHARON, A SINGLE MAN

do(es) hereby GRANT to the

LAKE COUNTY WATERSHED PROTECTION DISTRICT, a public entity, the following described real property in the County of Lake, State of California.

FOR DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO:


SHUSHAN B. VETZMADIAN

Dated: 12/07/23


GREG A. SHARON

Dated: 12/07/23

(Signatures must be notarized)

CALIFORNIA ALL-PURPOSE 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)SS
COUNTY OF Lake)

On December 07 2023 before me, Robert K. Crosby Notary Public, personally appeared Shushan B. Vetz Median and Greg A. Shapon

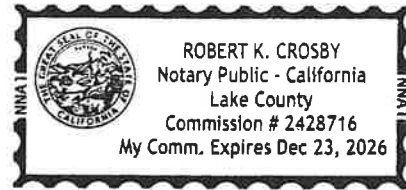
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ /they executed the same in ~~his~~ ~~her~~ /their authorized capacity(ies), and that by ~~his~~ ~~her~~ /their signature(s) 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 _____

[Handwritten Signature]
Robert K. Crosby



This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

Grant Deed

NUMBER OF PAGES _____

DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

EXHIBIT "A"

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APN: 004-015-120

CERTIFICATE OF ACCEPTANCE
(GOVERNMENT CODE SECTION 27281)

THIS IS TO CERTIFY, that the LAKE COUNTY WATERSHED PROTECTION DISTRICT, a public entity hereby accepts for public purposes the real property, or interest therein, conveyed by the attached instrument and consents to the recordation thereof.

Accepted:

By: _____
Print Name: _____
Title: _____

Dated: _____