

AGREEMENT BETWEEN THE COUNTY OF LAKE AND LAKE COUNTY PARTNERS, LLC,  
ESTABLISHING TERMS FOR A GATE FEE CHARGE ACCOUNT AT THE EASTLAKE  
LANDFILL IN SUPPORT OF THE NUISANCE ABATEMENT CLEANUP OF THE HOBERG'S  
RESORT SITE IN COBB, CA

This agreement establishing terms for a landfill gate fee charge account (hereinafter, the "Agreement") is by and between the County of Lake, a political subdivision of the State of California (hereinafter, the "County") and ~~Lake County Partners Hoberg's Historical Association, LLC~~ (hereinafter, "~~HHA~~~~LCP~~"), and is effective on 2016 2017.

RECITALS

WHEREAS, County issued ~~Lake County Partners, LLC~~~~LCP~~ a Notice of Nuisance and Order to Abate on April 28, 2016 for Assessor's Parcel Numbers 011-045-12, 011-046-02, 011-046-04, 013-050-18, and 050-791-03 (hereinafter, "Hoberg's Resort"); and

WHEREAS, the abatement work plan prepared by ~~Lake County Partners, LLC~~~~LCP~~ in response to the April 28, 2016 notice proposes the disposal of Hoberg's Resort cleanup debris at the Eastlake Sanitary Landfill; and

~~WHEREAS, Lake County Partners, LLC transferred sold (not sure this is the term we want to use) ownership of Hoberg's Resort to HHA; and~~

WHEREAS, ~~LCP~~~~HHA~~ desires to establish a charge account for the Hoberg's Resort debris disposal tipping fees at the Eastlake Sanitary Landfill; and

WHEREAS, ~~LCP~~~~HHA~~ and County desire to enter into an agreement to establish the terms of the charge account.

NOW THEREFORE, the parties agree as follows:

~~1. LCPHHA~~ agrees to pay the County all tipping fees at the Eastlake Sanitary Landfill (ESL) as a result of waste disposal from Hoberg's Resort, estimated to be ~~less than \$200,000~~ ~~256,929~~ based ~~on upon an assessment of 5,026 tons of debris at~~ \$51.12 per ton. County will invoice ~~LCPHHA~~ for tipping fees at the Eastlake Landfill. The first invoice will be sent to ~~LCPHHA~~ six months after the ~~last first~~ Hoberg's Resort waste disposal at ESL ~~and a total amount is known~~. Invoices will be due within 30 days from the invoice date. ~~In the event that timely payment is not received, the County will send written notice of default for nonpayment to HHA. HHA shall have 30 days to cure any notice of default.~~

~~1. The Promissory Note attached hereto and incorporated herein by reference as Exhibit "A" evidences LCP's obligation to repay the County the full amount of the tipping fees.~~

~~2. The estimated tipping fees of less than \$200,000~~ ~~256,929~~ will be repaid ~~with interest calculated at 1.97X% annual interest (insert details based on the Applicable Federal Rates (AFR) for January 2017 for mid-term debt instruments)~~ no later than forty-eight months following the ~~last first~~ waste disposal at ESL. ~~HHA will draft, execute, and deliver to the County a stipulated judgement in the final amount within 30 days of the final disposal. The County will hold the stipulation in confidence and not disclose the stipulation without court order to any third party, and will enter the~~

judgement with the Court only in event of nonpayment and only after the 30-days' written notice of default has been sent and payment not made within that time.

2. and secured by a Promissory Note and Deed of Trust for \$256,929.00 on that real property identified as Assessor's Parcel Numbers 011-045-12 and 011-046-04 (hereinafter, the "Properties").

3. If any or all of the properties the entire property (but not individual cabin parcels) is or are sold or a foreclosure takes place, any remaining balance becomes payable in full. (open to discussion of how to change this. My intent is to limit the default to nonpayment) and the income is insufficient to satisfy the County's Promissory Note and Deed of Trust, then LCP and the County shall renegotiate this agreement to identify other sources of repayment. LCP shall continue to ensure full repayment of balance remaining after sale of properties.

4.3.

5.4. If LCPHHA notifies the County in writing that it intends to abandon the project the remaining balance shall become payable in full 30 days from the date of the notice. should cease its operations, the corresponding amount due on the Promissory note and Deed of Trust shall be immediately due and payable.

6. LCP agrees that, until such time as the County has received full payment of this Promissory Note, LCP shall keep current in the payment of all property taxes and property related fees and charges and shall maintain property insurance in an amount at least equivalent to the assessed value of the Property.

7.5. This agreement shall be binding upon and inure to the benefits of the parties hereto and their respective administrators, trustees, beneficiaries, predecessors, successors, members, assigns, partners, partnerships, officers, directors, principals, agents, employees, and representatives.

8.6. This agreement is free and voluntarily entered into and each of the parties has received the advice of legal counsel or has been advised to seek the advice of legal counsel prior to executing the agreement.

9.7. By executing this agreement for LCPHHA, the signatory hereto hereby acknowledges and agrees that he/she has the authority to entering into this agreement and bind LCPHHA to its terms.

10.8. All notices and payments that are required to be given by one party to the other under this agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Postal Service for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

County of Lake

255 N. Forbes St.  
Lakeport, CA 95453  
Attn: Lars Ewing

Hoberg's Historical Association  
Lake County Partners, LLC

14938 Camden Avenue #140  
San Jose, CA 95124  
Attn: Frank Sasselli

**Comment [BM1]:** Dan: Is this the name and address you want for notice?

In witness whereof, the parties hereto have executed this Agreement.

Executed at Lakeport, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

COUNTY OF LAKE

~~LAKE COUNTY PARTNERS,~~  
~~LLCHOBERG'S HISTORICAL ASSOCIATION,~~  
~~INC.~~

\_\_\_\_\_  
Chair, Board of Supervisors

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

ATTEST: CAROL J. HUCHINGSON  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

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

\_\_\_\_\_