

AGREEMENT BETWEEN THE COUNTY OF LAKE AND HOBERG'S HISTORICAL
ASSOCIATION, 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 Hoberg's Historical Association, Inc., a California nonprofit corporation (hereinafter, "HHA"), and is effective on _____ 2017.

RECITALS

WHEREAS, County issued Lake County Partners, LLC 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 in response to the April 28, 2016 notice proposes the disposal of Hoberg's Resort cleanup debris at the Eastlake Sanitary Landfill (hereinafter, the "Project"); and

WHEREAS, on or about November 22, 2016, Lake County Partners, LLC sold Hoberg's Resort to HHA; and

WHEREAS, HHA acknowledges and agrees that as the present owner of Hoberg's Resort, HHA is subject to the Notice of Nuisance and Order to Abate duly issued by the County prior to the change of ownership, which Notice and Order are attached hereto and incorporated herein by reference; and

WHEREAS, a substantial nuisance condition described in said Notice and Order is debris removal; and

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

WHEREAS, 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. HHA 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 \$100,000 based on a tipping fee of \$51.12 per ton. County will invoice HHA for tipping fees at the Eastlake Landfill. The first monthly invoice will be sent to HHA six months after the first Hoberg's Resort waste disposal at ESL based on an estimated \$75,000 total fully amortized over 48 months with interest as designated below, meaning a monthly payment of \$1,626.16 until the Project is finished pursuant to the requirements and conditions of the Notice of Nuisance and Order to Abate issued on April 28, 2016 and the total amount is known, at which point the payments will be adjusted in that overpayments will be applied to the principal. Invoices will be due within 30 days from the invoice date. The Promissory Note attached hereto and incorporated herein by reference as Exhibit "A" evidences

HHA's obligation to repay the County the full amount of the tipping fees. The Promissory Note may be paid in whole or part at any time without any prepayment penalty.

2. The estimated tipping fees of less than \$100,000, will be repaid with interest calculated at 1.97% annual interest (based on the Applicable Federal Rates (AFR) for January 2017 for mid-term debt instruments) no later than forty-eight months following the first waste disposal at ESL and secured by a Promissory Note and Deed of Trust for \$100,000.00 on that real property identified as Assessor's Parcel numbers 011-045-12 and 011-046-04 (hereinafter, the "Properties").
3. If the entire property (but not individual cabin parcels) is sold or a foreclosure takes place and the income is insufficient to satisfy the County's Promissory Note and Deed of Trust, any remaining balance becomes payable in full within 30 days.
4. Should HHA fail to fully abate Hoberg's Resort as required in the Notice of Nuisance and Order to Abate by December 31, 2017 the remaining balance shall become payable in full within 30 days.
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.
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.
7. By executing this agreement for HHA, the signatory hereto hereby acknowledges and agrees that he/she has the authority to entering into this agreement and bind HHA to its terms.
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
Methven & Associates
2232 Sixth Street
Berkeley, CA 94710
Attn: Bruce E. Methven

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

Executed at Lakeport, California, on the _____ day of _____, 2017.

COUNTY OF LAKE

HOBERG'S HISTORICAL ASSOCIATION, INC.

Chair, Board of Supervisors

By: David A. Sme
President

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

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: Deputy

At LGA

