**REAL PROPERTY**

**PURCHASE & SALE AGREEMENT**

This Agreement is dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021 (“effective date”) by and between the COUNTY of Siskiyou (“COUNTY”) and Siskiyou Golden RV Park DBA Waiiaka RV Park (“WAIIAKA”).

**RECITALS**

 Whereas, COUNTY owns real property identified as Assessor Parcel Number (“APN”) 062-141-120, bounded by Fairlane and Sharps Road but without street address (“County Property”); and

Whereas, WAIIAKA owns real identified as APN 062-161-250 and commonly identified as 240 Sharps Road, Yreka, California] (“Waiiaka Property”); and

Whereas, the County Property and Waiiaka Property are adjoining properties; and

 Whereas, COUNTY wishes to proceed with a boundary line adjustment (“BLA”) to the County Property such that the BLA would result in a benefit to the Waiiaka Property in that it would enlarge the Waiiaka Property and provide better access to the adjoining road; and

Whereas, WAIIAKA wishes the BLA to proceed and is willing to purchase the resulting benefit of the BLA; and

 Whereas, the parties agree that any BLA must be reviewed and approved by the City of Yreka before the sale of the resulting adjustment may occur;

NOW, THEREFORE, IN CONSIDERATION of the respective agreements hereinafter set forth, COUNTY and WAIIAKA agree as follows:

**AGREEMENT**

1. Property Included in Sale. COUNTY agrees to sell and convey to WAIIAKA, and WAIIAKA hereby agrees to purchase from COUNTY, subject to the terms and conditions set forth herein, the following: the real property (the “Land”) shown in Exhibit A and described in Exhibit B.

2. Purchase Price. The purchase price for the Land to be paid by WAIIAKA to COUNTY shall be seven thousand, five hundred dollars ($7,500.00, “Purchase Price”). Waiika shall deposit a portion of the Purchase Price in the amount of five hundred dollars ($500.00) as earnest money and as further described in Paragraph 3b.

3. Entry into escrow. Within seven days of full execution of this Agreement, the parties agree to open escrow with Mt. Shasta Title and Escrow ("Title Company”), 1252 S. Main Street, Yreka, CA 96097.

a. Upon full execution of this Agreement, the COUNTY shall deposit a copy of this Agreement with Title Company and this instrument shall serve as instructions to Title Company as the escrow holder for consummation of the purchase and sale contemplated herby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the escrow holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplemental escrow instructions, the terms of this Agreement shall control.

b. Within three (3) days of opening WAIIAKA shall deposit the amount of five hundred dollars ($500.00) with the Tittle Company as earnest money.

c. Upon deposit of the amount described in Paragraph 3b, the parties agree that the Title Companyis instructed to prepare preliminary title reports as to each party’s property and that the Title Companyshall forward the preliminary title reports to the COUNTY for the purpose of submitting such reports to the City of Yreka as part of the parties’ BLA application.

d. The cost of escrow shall be shared equally between the parties, except that each party shall, as necessary:

(1). be individually responsible for any fees, taxes, title insurance costs, documentary stamp taxes related to the deeds on their respective properties to be recorded.

(2). be individually responsible to request title insurance and any such title insurance is at the option and expense of the requesting party.

e. The closing of escrow shall be held and delivery of all items under the terms of this Agreement shall be made at the offices of the Title Company on the first business date that is thirty (30) days from the Title Company’s receipt of the City of Yreka’s approval of the BLA (the “Closing Date”). Such date may not be extended without the prior written approval of both Seller and Buyer, except as otherwise expressly provided in this Agreement.

f. The parties agree that the Title Company is instructed to inform the parties when the City of Yreka has forwarded approval of the BLA and that the Closing Date provided in Paragraph 3e is established and the exact date.

g. At or before the Closing Date, WAIIAKA shall deposit into escrow the funds necessary to close this transaction, in an amount with Paragraph 2 above.

h. Seller and Buyer shall each deposit such other instruments as are reasonably required by the Title Company or otherwise required to close the escrow and consummate the purchase of the Real Property in accordance with the terms hereof.

3. Submission of application for BLA. COUNTY agrees to prepare the application and other necessary documents to submit to the City of Yreka for approval of the BLA. Both the COUNTY and WAIIAKA agree to execute all documents required by the City of Yreka.

4. Failure to substantially approve the BLA. If the City of Yreka either:

(1) denies the proposed BLA contemplated by this agreement, or

(2) makes its approval contingent on proposed changes to the size or location of the BLA, and then either party states in writing to the other party that it does not wish to proceed because of those changes, then then this Agreement shall be considered terminated. Upon termination of the Agreement under this paragraph, The Title Company shall refund Waiiaka’s earnest money deposit and otherwise each party shall bear their own costs.

5 Conditions of Title. If the BLA is approved then, on or before the Closing Date, each party agrees to execute new deeds to their respective properties resulting from the approved BLA subject to no exceptions other than:

 a. Any exceptions disclosed by a preliminary title report and any other exceptions to title, which would be disclosed by an inspection and/or survey of the Land.

6. WAIIKAA’s Examination.

 a. WAIIAKA acknowledges that it has been given a full opportunity to inspect and investigate each and every aspect of the Land, either independently or through agents of WAIIAKA’s choosing, including, without limitation:

 i. All matters relating to title, together will all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes.

 ii. The physical condition of the Land, including, without limitation, the presence or absence of Hazardous Materials (as defined below), and all other physical and functional aspects of the Easement Areas. For the purposes hereof, “Hazardous Materials” shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as “hazardous” or “toxic” under any federal, state, local or administrative agency ordinance or law, or any material that because of its quantity, concentration, or physical or chemical characteristics, poses a significant, present or potential hazard to human health or safety or to the environment if released into the environment, or any regulation, order, rule or requirement adopted hereunder, as well as formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and “source,” “special nuclear” and “by-product” material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§3011 et sea.

 iii. Any easements and/or access rights affecting the Land.

 iv. All other matters of material significance affecting the Land.

 b. WAIIAKA SPECIFICALLY ACKNOWLEDGES THAT COUNTY IS SELLING AND WAIIAKA IS PURCHASING THE LAND ON AN ‘AS IS WITH ALL FAULTS’ BASIS AND THAT WAIIAKA IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED FROM SELLER, ITS AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION:

 i. The quality, nature, adequacy and physical condition of the Land.

 ii. The qualify, nature, adequacy and physical condition of soils, geology and any groundwater of the Land.

 iii. The existence, quality, nature, adequacy and physical condition of utilities serving the Land.

 iv. The development potential of the Land, and the Land’s use, habitability, merchantability, or fitness, suitability, value or adequacy of the Land for any particular purpose.

 v. The zoning or other legal status of the Land or any other public or private restrictions on use of the Real Property.

 vi. The compliance of the Land of its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity.

 vii. The presence of Hazardous Materials on, under or about the Land or the adjoining or neighboring property.

 viii. The quality of any labor and materials used in any improvements on the Real Property.

 ix. The condition of title to the Land.

 x. The leases, service contracts, or other agreements affecting the Land.

7. Release.

 a. Without limiting the above, WAIIAKA waives its right to recover from COUNTY and from COUNTYs officers, employees and agents, and forever releases and discharges Seller from any and all damages, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys’ fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the County property, or any portion thereof, or any law or regulation applicable thereto, including without limitation, any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Materials.

 b. In connection with Section 4.2(a) above, WAIIAKA expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUSTHAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR.”

8. Representations and Warranties of WAIIAKA. WAIIAKA hereby represents and warrants to COUNTY as follows:

 a. If WAIIAKA is a corporation, that it is duly organized and validly existing and in good standing under the laws of the State of California; and

 b. This Agreement and all documents executed by WAIIAKA which are delivered to COUNTY at the Closing are or at the time of Closing:

 i. will be duly authorized, executed, and delivered by WAIIAKA

 ii. will be legal, valid and binding obligations of WAIIAKA; and

 iii. will not violate any provisions of any agreement or judicial order to which WAIIAKA is a party or to which WAIIAKA is a subject.

9. Representations and Warranties of COUNTY. COUNTY hereby represents and warrants to WAIIAKA as follows:

 a. COUNTY is a body corporate and politic, organized and existing under and by virtue of the laws of the State of California; and

 b. This Agreement and all documents executed by COUNTY which are to be delivered to WAIIAKA at the Closing are or at the time of Closing:

 i. will be duly authorized, executed, and delivered by COUNTY;

 ii. will be legal, valid, and binding obligations of COUNTY; and

 iii will not violate any provisions of any agreement or judicial order to which Seller is a party or to which it is subject.

10. Indemnification. Each party hereby agrees to indemnify the other party and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys’ fees, resulting from any misrepresentations or breach of warranty or breach of covenant made by such party in this Agreement or in any document, certificate, or exhibit given or delivered to the other pursuant to or in connection with this Agreement. The indemnification provisions of this Paragraph 10 shall not survive beyond the delivery and recordation of the Deeds, or, if title is not transferred pursuant to this Agreement, beyond any termination of this agreement.

11.Proprety improvements. Nothing in this Agreement, or the sale of the Land to Waiiaka, shall require Waiiaka make any improvements to the Land as a condition of the sale.

12. Miscellaneous

 a. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

 WAIIAKA: Siskiyou Golden RV Park

 240 Sharps Road

 Yreka, CA 96097

 ATTN: Trish Moore

 COUNTY: County of Siskiyou

 Office of County Counsel

 PO Box 659

 Yreka, CA 96097

 Attn: William Carroll

 b. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

 c. Amendments. Except as otherwise provided herein, this agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

 d. Applicable Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Siskiyou.

 e. Merger of Prior Agreements. This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Real Property and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

 f. Time of the Essence. Time is of the essence of this Agreement.

 g. Headings. The headings used herein are for the purposes of convenience only and should not be used in construing the provisions hereof.

 h. Partial Invalidity. If any term, covenant, or condition of this Agreement or its application to any person or circumstances is held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to other persons or circumstances will not be affected.

 i. No Waiver. No consent or waiver by either party to or of any breach or any representation, covenant, or warranty will be construed as consent to or waiver of any other breach of the same or any other representation, covenant, or warranty.

 j. Interpretation. The parties hereby acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. The parties hereby acknowledge that they have each had an opportunity to consult with legal and other professional counsel in the negotiation and preparation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

For Waiiaka RV park: (two signatures for a corporation)

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

Trish Moore, Siskiyou Golden RV Park

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

<Name and capacity of person signing)

For the County of Siskiyou:

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

 Angela Davis, Chair

 County Administrator

Approved as to form:

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

 Edward J. Kiernan, County Counsel

**EXHIBIT A – DESCRIPTION OF REAL PROPERTY**

**EXHIBIT B – LEGAL DESCRIPTION**