

REAL PROPERTY PURCHASE & SALE AGREEMENT

This Agreement is dated as of _____ (“effective date”) by and between the County of Siskiyou, a political subdivision of the State of California (the “Seller”) and the City of Dunsmuir, a municipal corporation, duly organized under the constitution and laws of the State of California, (the “Buyer”).

RECITALS

WHEREAS, Seller owns and is offering for sale a parcel of real property known as the “Mott Parcel” and identified as Assessor Parcel Number (“APN”) 030-230-460, located along Mott Road, Siskiyou County, California near Dunsmuir-Mott Muni Airport, but without street address (the “Real Property”); and,

WHEREAS, the Buyer desires to purchase the Real Property for the purpose of a City Maintenance Yard, which use it has determined is necessary and in the best interest of the residents of the City; and,

WHEREAS, the Real Property is “exempt surplus land” pursuant to Government Code section 52221(f)(1)(D) as it is being conveyed from one local agency to another local agency; and

WHEREAS, in accordance with Government Code Sections 25365(a), the Seller is authorized to convey the Real Property to the Buyer; and

WHEREAS the parties are entering into this Agreement to set forth the terms and conditions of the sale; and

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

AGREEMENT

1. Property Included in Sale. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following: the Real Property, as more particularly described in Exhibit “A” to the Quitclaim Deed attached hereto as Exhibit “A” and hereby incorporated by this reference

2. Purchase Price for the Real Property.

a. The purchase price of the Real Property is Sixty-Three Thousand Dollars and no cents (\$63,000.00) (the “Purchase Price”).

b. The purchase price shall be paid as follows:

ii. The full Purchase Price of Sixty-Three Thousand dollars (\$63,000.00) shall be deposited into Escrow with the Title Company by cash, cashier's check, bank certified check, or wire transfer no later than 10:00 a.m. on the business day before the Closing Date (as defined below) and shall be paid to Seller by certified fund at the closing of the sale contemplated hereunder (the "Closing"). Buyer shall deposit the balance of the consideration with **Mt. Shasta Title Company, 1252 South Main Street, Yreka, California** ("Title Company").

iii. The Closing Date shall be Thirty (30) days after the effective date of this Agreement and shall be considered under the terms herein as the "Closing." Upon mutual agreement of the parties in writing, the Closing Date may be changed to an earlier date or may be extended for a reasonable period of time. The County Administrator, or her designee, may act on behalf of the Seller in agreeing to a change in the Closing Date pursuant to this paragraph, or pursuant to Paragraph 5c.

iv. The Buyer shall directly assume the costs of any commission to a real estate broker.

c. Buyer represents the Purchase Price and costs of the transaction will not depend on Buyer obtaining any financing.

3. Title to the Property

3.1 Conditions of Title. At the Closing, Seller shall convey the Real Property to Buyer by Quitclaim Deed, subject to the conditions and provisions of the Quitclaim Deed, which will be substantially in the form attached hereto as Exhibit A (Quitclaim Deed), and subject to:

i. 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 Real Property.

ii. All the foregoing exceptions shall be referred to collectively as the "Conditions of Title."

3.2 Evidence of Title. Delivery of title in accordance with the foregoing shall be evidenced by the willingness of the Title Company to issue, at Closing, its standard Owner's California Land Title Association Policy of Title Insurance in the amount of the Purchase Price showing title to the Real Property vested in Buyer, subject to the Conditions of Title (the "Title Policy").

4. Buyer's Examination.

4.1 Buyer's Independent Investigation.

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

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

ii. The physical condition of the Real Property, including, without limitation, the presence or absence of Hazardous Materials (as defined below), and all other physical and functional aspects of the Real Property. For the purposes hereof, "Hazardous Materials" includes without limitation, 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 1954, 42 U.S.C. §§3011 et seq.

iii. Any easements and/or access rights affecting the Real Property.

iv. All other matters of material significance affecting the Real Property.

b. BUYER SPECIFICALLY ACKNOWLEDGES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE REAL PROPERTY ON AN 'AS IS WITH ALL FAULTS' BASIS AND THAT BUYER 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 Real Property.

ii. The quality, nature, adequacy and physical condition of soils, geology and any groundwater of the Real Property.

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

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

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

vi. The compliance of the Real Property 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 Real Property 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 Real Property.

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

xi. The economics of the operation of the Real Property to be conveyed.

4.2 Release.

a. Without limiting the above, Buyer waives its right to recover from Seller and from Seller's 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 Real 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, Buyer 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 MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR.”

5. Closing and Escrow.

a. It shall be the obligation of the Buyer to open an escrow for the purposes of this Agreement, and to pay all fees required for the opening. The Buyer shall pay all closing costs, including, but not limited to, fees, taxes, title insurance costs, documentary stamp taxes and any miscellaneous escrow fees.

b. Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart 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 hereby. 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.

c. The Closing hereunder shall be held and delivery of all items at the Closing under the terms of this Agreement shall be made at the offices of the Title Company thirty (30) days from the date of this Agreement (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.

d. At or before the Closing, Seller shall deposit into escrow the following:

i. A duly executed and acknowledged Quitclaim Deed conveying rights to the Real Property to Buyer, subject to the Conditions of Title; and

e. Before Closing, Buyer shall deposit into escrow the following items:

i. Funds necessary to close this transaction, in accordance with Paragraph 3 above.

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

6. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

a. If Buyer is a body corporate and politic, that it is duly organized and existing under and by virtue of the laws of the State of California; and

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

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

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

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

7. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

a. Seller 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 Seller which are to be delivered to Buyer at the Closing are or at the time of Closing:

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

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

8. 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 8 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.

9. Miscellaneous

9.1 Notices. Any notice required or permitted to be given under this agreement shall be in writing and shall be deemed to have been given either when personally

delivered or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

Buyer: City of Dunsmuir
c/o Blake Michaelson
Finance Director
5915 Dunsmuir Avenue
Dunsmuir, CA 96025

Seller: County of Siskiyou
c/o Angela Davis
County Administrator
1312 Fairlane Drive
Yreka, CA 96097

9.2 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.

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

9.4 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.

9.5 Merger of Prior Agreements. This Agreement and the exhibits and terms of 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.

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

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

9.8 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.

9.9 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.

9.10 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.

Buyer: City of Dunsmuir

Signed by:
By: Blake Michaelson
56B61DEF3C6C48F...
Blake Michaelson
City of Dunsmuir, Finance Director

Seller: County of Siskiyou

By: _____
Angela Davis,
Siskiyou County Administrator

Accounting Fund	Organization	Account
1001	0	570100 (General Fund, Zero Cost Center) (\$63,000)

Exhibit A

QUITCLAIM DEED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

County of Siskiyou
1312 Fairlane Road, Suite 1
Yreka, California 96097
Attn: Joanne Johnson, Project
Coordinator

No Fee Per Gov't Code § 6103

No Documentary Transfer Tax Required
Acquiring Agency is a Municipal Corporation
of the State of California
(Rev. & Taxation Code § 11922)

Space above this line for Recorder's Use

QUITCLAIM DEED

(APN: 030-230-460)

THIS QUITCLAIM DEED ("Deed") is made as of the ____ day of _____, 2025, between the COUNTY OF SISKIYOU (the "Grantor") and the CITY OF DUNSMUIR, California (the "Grantee").

WHEREAS, The United States of America ("Government") was the owner of certain real property, improvements and other rights appurtenant thereto together with all personal property thereon, located on the former Forest Service Auto Camp along Mott Airport Road, Siskiyou County, California, which was historically utilized as a Civilian Conservation Corps (CCC) camp for National Forest purposes, an "auto camp" to serve highway 99 travelers; and later, under permit to the State Department of Transportation (Caltrans), for maintenance of a well and piping to serve a nearby inspection station; and

WHEREAS, the real property was originally donated to the Government by the County of Siskiyou, and in 2019, the Government conveyed back to the County of Siskiyou this property known as the "Mott" Parcel (portion of APN: 030-230-340), by quitclaim deed dated April 29, 2019 and recorded in the County of Siskiyou, California on May 28, 2019, Series Number DOC- 2019-0004026-00 ("Government Deed"); and

WHEREAS, in 2020, the portion of APN 030-230-340 that was transferred from the Government to the County was assigned Assessor's Parcel Number APN 030-230-460; and

WHEREAS, the City of Dunsmuir now desires to acquire this parcel identified as APN 030-230-460.

WITNESSETH

The **Grantor**, for and in consideration of the sum of sixty-three thousand dollars (\$63,000.00) plus other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release, and quitclaim to the **Grantee**, its successors and assigns forever, all such interest, right, title, and claim as the **Grantor** has in and to the "Mott" Property (APN: 030-230-460) (approximately 2.64 acres), more particularly described in Exhibit "A," attached hereto and made a part hereof ("Property").

The Government Deed conveying the Property to the **Grantor** was recorded prior to the recordation of this Deed. In its transfer of the Property to **Grantor**, the Government provided certain information regarding the environmental condition of the Property conveyed under the Government Deed. The **Grantor** has no knowledge regarding the accuracy or adequacy of such information. The **Grantee** is hereby made aware of the notifications contained therein.

II. TERMS, CONDITIONS, PROVISIONS, RIGHT OF ENTRY RESERVATION

This Deed is made subject to the following terms, conditions, and provisions:

- A. **The Government Deed:** The italicized information below is copied verbatim (except as discussed below) from the Government Deed conveying the Property to Grantor. The Grantee hereby acknowledges and assumes all responsibilities applicable to the Property placed upon the Grantor under the terms of the aforesaid Government Deed and its exhibits, which are attached hereto and made a part hereof as Exhibit "B" to this Deed. Within the italicized information only, the term "Grantor" shall mean the Government, and the term "Grantee" shall mean the County of Siskiyou ("County"); to avoid confusion, the words "Government" have been added in parenthesis after the word "Grantor", and "County" has been added in parenthesis after the word "Grantee":

1. DEFINITIONS

(1) *The term "Environmental Law" or "Environmental Laws" means:*

all Federal laws, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"),

42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the Clean Water Act, 33 U.S.C. §1251 et seq., Clean Air Act, 42 U.S.C. §7401 et seq., the Oil Pollution Act, 33 U.S.C. §2701 et seq., state laws, and local laws, including statutes, regulations, ordinances, codes, rules, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous waste, hazardous substances, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect. References in this section to legal citations are for reference purposes and shall not be construed to limit the scope of the statutes cited.

(2) The term “Hazardous Materials” means:

(a) any hazardous substance under section 101(14) of CERCLA, 42 U.S.C. §9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. §9601(33);

(c) any petroleum product or its derivative, including fuel oil, and waste oils; and

(d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable Environmental Laws.

2. SITE BACKGROUND

The real property described in this deed (Site) was donated to the United States of America for use as a Civilian Conservation Corps (CCC) camp and for other National Forest purposes. The donation deed was dated January 27, 1940. The property has been managed as National Forest System lands since the CCC camp was closed about 1941. According to an archaeological survey, it was used during WWII as a camp for soldiers to protect the railroad. A 12-unit campground was constructed there by the Forest Service about 1949, called an “auto camp”, to serve the highway 99 travelers. The auto camp was operated until 1970 when Interstate 5 traffic made it undesirable as a camping location. The campground had stoves, roads and spurs, a water system, vault toilets and bulletin board. All evidence of the campground has been removed except for a concrete

footing for the bulletin board. The State Department of Transportation (Caltrans) maintained a well and piping to serve the inspection station on the west side of the Interstate starting about 1972. In 2000, Caltrans requested termination of their permit as the well and lines were no longer being used. In 2018, Caltrans completed removal of their remnant facilities on the parcel except for the wellhead on a small concrete slab. A Phase I Environmental Site Assessment was completed on the parcel on July 20, 2018.

The Phase I Environmental Site Assessment identified no recognized environmental conditions, historic recognized environmental conditions or controlled recognized environmental conditions identified for the Site. There are no De Minimus conditions identified for the Site.

The following hazardous substances were stored at the facility for more than one year: Human waste was stored in amounts up to 3000 gallons in 2 separate (restroom) vault tanks from approximately 1950 until 1970.

The following substances were released to soil on the property: None The following substances have been disposed of on the property: None

3. ENVIRONMENTAL WARRANTY

Grantor (Government) warrants that it has no actual knowledge of any release or threatened release of Hazardous Materials on, beneath or from the Property except as disclosed in Paragraph 2, above. Grantor (Government) further warrants that all remedial action necessary to protect human health and the environment has been taken prior to the date of transfer with respect to any hazardous substances remaining on the property.

4. COVENANT OF FUTURE RESPONSE BY THE UNITED STATES

Grantor (Government) warrants that it will take any response action required in the future as a result of residual contamination on the subject property attributable to activities of the United States during its ownership of the property that may be required by any Federal, State, or local agency having jurisdiction over the response action.

This covenant shall not apply to any response action required as a result of contamination for which Grantee (County) is determined to be a potentially responsible party to the extent that such response action is found to be necessary as a result of an act or failure to act of Grantee

(County), its successors or assigns, or any party in possession of the property after the date of this conveyance that either:

- a. Results in a release or threatened release of a hazardous substance that was not present on the property at the date of this conveyance, or*
- b. Causes or exacerbates the release or threatened release of a hazardous substance that was present on the property at the date of this conveyance.*

5. RIGHT OF ENTRY

Grantor (Government) reserves the right to enter all or any portion of the property to perform any needed investigation, assessment, evaluation, remediation or removal of residual contamination and to perform any response actions required as a result of residual contamination on the project attributable to activities of the United States during its ownership of the property. Grantor's (Government) reserved right of entry shall apply whether or not Grantor (Government) has been determined to have legal responsibility for the response action and includes the right of Grantor (Government) to enter the property to determine whether the response action is Grantor's (Government) responsibility. Grantor's (Government) reserved right of entry includes the right to perform any investigations or surveys needed to assess the nature and extent of any contamination present on the property and to determine whether the then-existing contamination is attributable to activities of the United States during its ownership of the property.

Any entry on the subject property pursuant to this clause shall be made after consultation with the then-record owner of the property and shall be performed in a manner that minimizes the impact of entry and related activities on the then-record owner's use and enjoyment of the property.

6. INDEMNITY

Grantee (County), for themselves and on behalf of their contractors, licensees, agents, successors and assigns (collectively and individually referred to as "Grantee"), hereby agree to indemnify, hold harmless and defend the United States of America, its departments, agencies, employees and agents (collectively and individually referred to as a "United States Indemnitee") from, and against, all liabilities, judgments, claims, demands, losses, expenses, damages, fines, penalties, lawsuits, sanctions, proceedings, actions and costs of actions, including attorneys' fees, arising from, or connected with, the release or threatened release, of

any Hazardous Materials on, beneath, or from the Property or arising from, or connected with, a violation of Environmental Laws by Grantor (Government) or any other prior owner of the Property, prior to the date that the Grantee (County) takes title to the Property.

7. COVENANT NOT TO SUE

Grantee (County) and its successors and assigns, hereby release and forever discharge the United States Indemnatee from any and all claims, demands, causes of action, rights, damages, costs and liabilities of any nature arising out of, or related in any way to, Hazardous Materials on, beneath, or from the Property after Grantee (County) takes title to the Property. Grantee (County), and its successors and assigns, hereby agree not to assert any claims or causes of action or initiate any litigation against the United States Indemnatee arising out of, or related to, Hazardous Materials on, beneath, or from the Property after Grantee takes title to the Property.

8. COVENANTS RUN WITH THE LAND

The covenants provided in this Exhibit, including the covenant to indemnify, defend, and hold harmless the United States Indemnatee shall survive the conveyance of title to the Property from Grantor (Government) to the Grantee (County), shall be construed as running with the title to the Property conveyed by Grantor (Government) to Grantee (County), and may be enforced by the United States Indemnatee a court of competent jurisdiction

The responsibilities and obligations placed upon, and the benefits provided to, the **Grantor** by the Government shall run with the land and be binding on and inure to the benefit of all subsequent owners of the Property, including **Grantee**.

B. Indemnity and Covenants Not to Sue

The **Grantee** hereby acknowledges and assumes the following obligations and responsibilities to the **Grantor**, which shall run with the land.

1. INDEMNITY: Grantee (City of Dunsmuir), for themselves and on behalf of their contractors, licensees, agents, successors and assigns (collectively and individually referred to as "Grantee"), hereby agree to indemnify, hold harmless and defend the County of Siskiyou, its departments, employees and agents (collectively and individually referred to as a "County of Siskiyou Indemnatee") from, and against, all liabilities, judgments, claims, demands, losses, expenses, damages, fines, penalties, lawsuits, sanctions, proceedings, actions and costs of actions, including attorneys' fees, arising

from, or connected with, the release or threatened release, of any Hazardous Materials, as further defined in Section II.A. (United States' Quitclaim Deed terms), on, beneath, or from the Property or arising from, or connected with, a violation of Environmental Law, as further defined in Section II.A., by Grantor (County of Siskiyou) or any other prior owner of the Property, prior to the date that the Grantee (City of Dunsmuir) takes title to the Property.

2. COVENANT NOT TO SUE: Grantee (City of Dunsmuir) and its successors and assigns, hereby release and forever discharge the County of Siskiyou Indemnitee from any and all claims, demands, causes of action, rights, damages, costs and liabilities of any nature arising out of, or related in any way to, Hazardous Materials on, beneath, or from the Property after Grantee (City of Dunsmuir) takes title to the Property. Grantee (City of Dunsmuir), and its successors and assigns, hereby agree not to assert any claims or causes of action or initiate any litigation against the County of Siskiyou Indemnitee arising out of, or related to, Hazardous Materials on, beneath, or from the Property after Grantee (City of Dunsmuir) takes title to the Property.

3. COVENANTS RUN WITH THE LAND

These covenants, including the covenant to indemnify, defend, and hold harmless the County of Siskiyou Indemnitee shall survive the conveyance of title to the Property from Grantor to the Grantee, shall be construed as running with the title to the Property conveyed by Grantor to Grantee, and may be enforced by the County of Siskiyou Indemnitee in a court of competent jurisdiction

General Provisions:

A. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed to effectuate the purpose of this Deed. If any provision of this Deed is found to be ambiguous, an interpretation consistent with the purpose of this Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

B. Severability. If any provision of this Deed, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor, the COUNTY OF SISKIYOU, has caused this Deed to be executed this _____ day of _____, 2025.

COUNTY OF SISKIYOU

By: _____
Angela Davis, County Administrator

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____, (name of notary public) personally appeared

_____ 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 who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or 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.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the quitclaim deed dated _____, 2025 from the County of Siskiyou, a political subdivision of the State of California to the City of Dunsmuir, a California municipal corporation, is hereby accepted on _____, 2025, pursuant to authority conferred by City Council Resolution No. _____, adopted on _____, 2025, and the City Council consents to recordation thereof by its duly authorized officer.

Dated: _____, 2025

By: _____

Name: _____

Its: _____

Exhibit A

APN 030-230-460-000 Legal Description:

BEGINNING at a point 417.9 feet N. 87° 44' E. of the quarter (1/4) section corner on the South line on section 1, Twp. 39 N., Range 4 W., M.D.M.; Thence North 2° 32' West, 220.6 ft.; Thence 389.4 feet East; Thence 355.7 feet North; Thence 53.65 feet South 89° 40' East; Thence 595.1 feet South 22° 21' East; Thence South 87° 44' West, 658.1 feet to the place of beginning, containing 3.9 acres, more or less.

EXCEPTING therefrom (Official Record, Volume 382, Page 243, Siskiyou County),

Beginning at a point in the south line of section 1, T. 39 N., R. 4 W., M.D.M., from which the quarter corner common to said section 1 and section 12 bears south 87°36' West 417.90'; thence, North 2°49'57" West 220.60'; thence North 89°42'03" East, 207.48'; thence, from a tangent which bears South 23°30'32" East along a curve to the left with a radius of 325.0', through an angle of 4°05'05", for a distance 231.70' to said south line of section 1; thence, along said line south 87°36' West, 164.98' to Engineer's Station 331+00.01, P.O.C. of the Dept. of Public Works 1950 Survey between Dunsmuir and Big Canyon, Road II-Sis-3-B; thence, continuing south 87°36' West 131.78 to the point of beginning, containing 1.26 acres, more or less.

Reference the parcel representation in the following: Hanging Map #1200, dated September 12, 1931, Siskiyou County, State of California and Hanging Map #7221, date unknown, Siskiyou County, State of California.

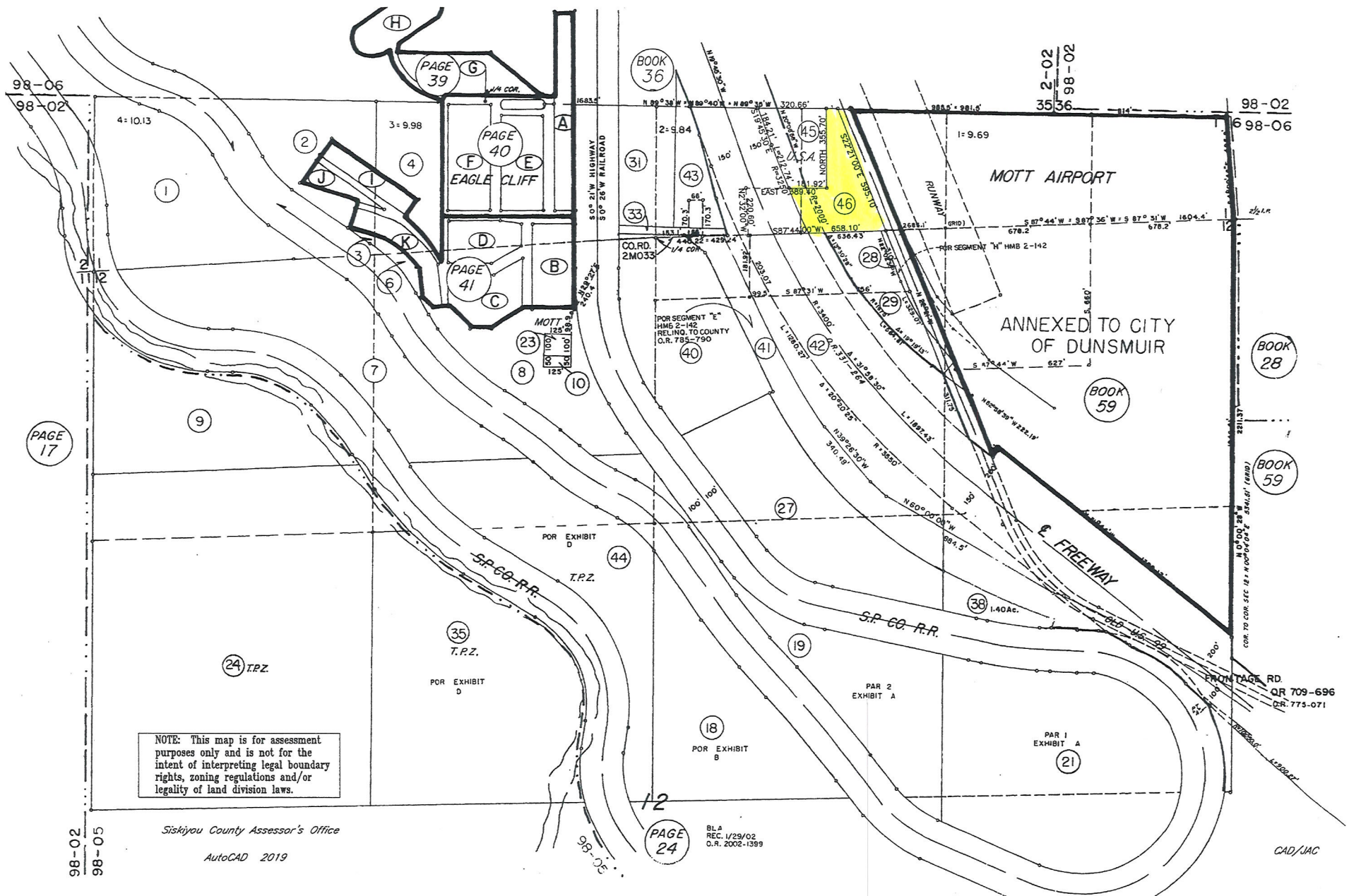


Exhibit B



Siskiyou, County Recorder

Craig S. Kay, Assessor-Recorder

DOC – 2019 – 0004026 – 00**Tuesday, MAY 28, 2019 11:41:09**

Ttl Pd \$0.00 Nbr-0000327552

SEB / C2 / 1-8

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

County of Siskiyou

Attn: Terry Barber, County Administrator

P.O. Box 750

Yreka, CA 96097

DOCUMENTARY TRANSFER TAX \$0

Transfer involving governmental entity (R&T code 11922)

DECLARED:

James J. Bacon, Director Public ServicesBy and For: USDA – Forest Service

Portion of APN: 030-230-340

QUITCLAIM DEED

THIS DEED, made on this 29 day of April, 2019, between the **UNITED STATES OF AMERICA**, acting by and through the Department of Agriculture, Forest Service, hereinafter called Grantor, and **The COUNTY OF SISKIYOU, California**, hereinafter called Grantee.

WITNESSETH: The Grantor is authorized to convey certain National Forest System lands by the Federal Property and Administrative Services Act of June 30, 1949 (40 U.S.C. 101, 102c-e, g, 529, 541), as amended.

NOW THEREFORE, the Grantor, for good and valuable consideration, receipt whereof is hereby duly acknowledged, does hereby remise, release, and quitclaim unto the Grantee, its successors and assigns all its right, title, interest, and claim, in and to the real property situated in the County of Siskiyou, State of California, described as follows:

BEGINNING at a point 417.9 feet N. 87° 44' E. of the quarter (1/4) section corner on the South line on section 1, Twp. 39 N., Range 4 W., M.D.M.; Thence North 2° 32' West, 220.6 ft.; Thence 389.4 feet East; Thence 355.7 feet North; Thence 53.65 feet South 89° 40' East; Thence 595.1 feet South 22° 21' East; Thence South 87° 44' West, 658.1 feet to the place of beginning, containing 3.9 acres, more or less.

EXCEPTING therefrom (Official Record, Volume 382, Page 243, Siskiyou County),

Beginning at a point in the south line of section 1, T. 39 N., R. 4 W., M.D.M., from which the quarter corner common to said section 1 and section 12 bears south 87°36' West 417.90'; thence, North 2°49'57" West 220.60'; thence North

89°42'03" East, 207.48'; thence, from a tangent which bears South 23°30'32" East along a curve to the left with a radius of 325.0', through an angle of 4°05'05", for a distance 231.70' to said south line of section 1; thence, along said line south 87°36' West, 164.98' to Engineer's Station 331+00.01, P.O.C. of the Dept. of Public Works 1950 Survey between Dunsmuir and Big Canyon, Road II-Sis-3-B; thence, continuing south 87°36' West 131.78 to the point of beginning, containing 1.26 acres, more or less.

Reference the parcel representation in the following: Hanging Map #1200, dated September 12, 1931, Siskiyou County, State of California and Hanging Map #7221, date unknown, Siskiyou County, State of California.

SUBJECT TO the rights, liabilities and duties described on Exhibit "A" attached hereto and incorporated herein as if fully set forth and, to all valid existing rights and interests of whatsoever nature.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative has executed this deed pursuant to the delegation of authority promulgated in Title 7 CFR 2.60 and 49 F.R. 34283, August 29, 1984.

UNITED STATES OF AMERICA

By:



Signature

James J. Bacon

Print Name

Director, Public Services

R-5, Pacific Southwest Region

Forest Service

United States Department of Agriculture

This deed is correct as to consideration, description and conditions.

By:



Kathy Valenzuela

Senior Realty Specialist

Forest Service

Pacific Southwest Region

April 11, 2019
Date

California All-Purpose Certificate of Acknowledgment

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

County of Solano

S.S.

On April 29, 2019 before me, Zarreen Ali

Name of Notary Public Title

personally appeared James Jay Bacon

Name of Signer (1)

Name of Signer (2)

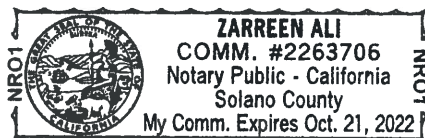
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____

Title(s)

- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____

Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification
- ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer
- ☐ Signer(s) Thumbprints(s)

☐ _____

EXHIBIT "A"

Environmental Disclosures, Warranties and Right of Entry

1. DEFINITIONS

(1) The term "Environmental Law" or "Environmental Laws" means:

all Federal laws, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the Clean Water Act, 33 U.S.C. §1251 et seq., Clean Air Act, 42 U.S.C. §7401 et seq., the Oil Pollution Act, 33 U.S.C. §2701 et seq., state laws, and local laws, including statutes, regulations, ordinances, codes, rules, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous waste, hazardous substances, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect. References in this section to legal citations are for reference purposes and shall not be construed to limit the scope of the statutes cited.

(2) The term "Hazardous Materials" means:

- (a) any hazardous substance under section 101(14) of CERCLA, 42 U.S.C. §9601(14);
- (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. §9601(33);
- (c) any petroleum product or its derivative, including fuel oil, and waste oils; and
- (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable Environmental Laws.

2. SITE BACKGROUND

The real property described in this deed (Site) was donated to the United States of America for use as a Civilian Conservation Corps (CCC) camp and for other National Forest purposes. The donation deed was dated January 27, 1940. The property has been managed as National Forest System lands since the CCC camp was closed about 1941. According to an archaeological survey, it was used during WWII as a camp for soldiers to protect the railroad. A 12-unit campground was constructed there by the Forest Service about 1949, called an "auto camp", to serve the highway 99 travelers. The auto camp was operated until 1970 when Interstate 5 traffic made it undesirable as a camping location. The campground had stoves, roads and spurs, a water system, vault toilets and bulletin board. All evidence of the campground has been removed except for a concrete footing for the bulletin board. The State Department of Transportation (Caltrans) maintained a well and piping to serve the inspection station on the west side of the Interstate starting about 1972. In 2000, Caltrans requested termination of their permit as the well and lines were no longer being used. In 2018, Caltrans completed removal of their remnant facilities on the parcel except for the wellhead on a small concrete slab. A Phase I Environmental Site Assessment was completed on the parcel on July 20, 2018.

The Phase I Environmental Site Assessment identified no recognized environmental conditions, historic recognized environmental conditions or controlled recognized environmental conditions identified for the Site. There are no De Minimus conditions identified for the Site.

The following hazardous substances were stored at the facility for more than one year:

Human waste was stored in amounts up to 3000 gallons in 2 separate (restroom) vault tanks from approximately 1950 until 1970.

The following substances were released to soil on the property: None

The following substances have been disposed of on the property: None

3. ENVIRONMENTAL WARRANTY

Grantor warrants that it has no actual knowledge of any release or threatened release of Hazardous Materials on, beneath or from the Property except as disclosed in Paragraph 2, above. Grantor further warrants that all remedial action necessary to protect human health and the environment has been taken prior to the date of transfer with respect to any hazardous substances remaining on the property.

4. COVENANT OF FUTURE RESPONSE BY THE UNITED STATES

Grantor warrants that it will take any response action required in the future as a result of residual contamination on the subject property attributable to activities of the United States during its ownership of the property that may be required by any Federal, State, or local agency having jurisdiction over the response action.

This covenant shall not apply to any response action required as a result of contamination for which Grantee is determined to be a potentially responsible party to the extent that such response action is found to be necessary as a result of an act or failure to act of Grantee, its successors or assigns, or any party in possession of the property after the date of this conveyance that either:

- a. Results in a release or threatened release of a hazardous substance that was not present on the property at the date of this conveyance, or
- b. Causes or exacerbates the release or threatened release of a hazardous substance that was present on the property at the date of this conveyance.

5. RIGHT OF ENTRY

Grantor reserves the right to enter all or any portion of the property to perform any needed investigation, assessment, evaluation, remediation or removal of residual contamination and to perform any response actions required as a result of residual contamination on the project attributable to activities of the United States during its ownership of the property. Grantor's reserved right of entry shall apply whether or not Grantor has been determined to have legal responsibility for the response action and includes the right of Grantor to enter the property to determine whether the response action is Grantor's responsibility. Grantor's reserved right of entry includes the right to perform any investigations or surveys needed to assess the nature and extent of any contamination present on the property and to determine whether the then-existing contamination is attributable to activities of the United States during its ownership of the property.

Any entry on the subject property pursuant to this clause shall be made after consultation with the then-record owner of the property and shall be performed in a manner that minimizes the impact of entry and related activities on the then-record owner's use and enjoyment of the property.

6. INDEMNITY

Grantee, for themselves and on behalf of their contractors, licensees, agents, successors and assigns (collectively and individually referred to as "Grantee"), hereby agree to indemnify, hold harmless and defend the United States of America, its departments, agencies, employees and agents (collectively and individually referred to as a "United States Indemnitee") from, and against, all liabilities, judgments, claims, demands, losses, expenses, damages, fines, penalties, lawsuits, sanctions, proceedings, actions and costs of actions, including attorneys' fees, arising from, or connected with, the release or threatened release, of any Hazardous Materials on, beneath, or from the Property or arising from, or connected with, a violation of Environmental Laws by Grantor or any other prior owner of the Property, prior to the date that the Grantee takes title to the Property.

7. COVENANT NOT TO SUE

Grantee and its successors and assigns, hereby release and forever discharge the United States Indemnitee from any and all claims, demands, causes of action, rights, damages, costs and liabilities of any nature arising out of, or related in any way to, Hazardous Materials on, beneath, or from the Property after Grantee takes title to the Property. Grantee, and its successors and assigns, hereby agree not to assert any claims or causes of action or initiate any litigation against the United States Indemnitee arising out of, or related to, Hazardous Materials on, beneath, or from the Property after Grantee takes title to the Property.

8. COVENANTS RUN WITH THE LAND

The covenants provided in this Exhibit, including the covenant to indemnify, defend, and hold harmless the United States Indemnitee shall survive the conveyance of title to the Property from Grantor to the Grantee, shall be construed as running with the title to the Property conveyed by Grantor to Grantee, and may be enforced by the United States Indemnitee a court of competent jurisdiction.

STATE OF CALIFORNIA, COUNTY OF SISKIYOU
BOARD OF SUPERVISORS
MINUTE ORDER, MAY 21, 2019

COUNTY ADMINISTRATION - Discussion, direction and possible action re request to accept real property, known as the "Mott" Parcel, located near Mott Road, Dunsmuir and identified as Assessor Parcel Number (APN) 030-230-340, from the Shasta Trinity National Forest conveyed through a Quit Claim Deed. Approved.

County Administrator Terry Barber provided an overview of the request, advising that the County originally donated land known as the "Mott" Parcel, Assessor Parcel Number (APN) 030-230-340, to the Forest Service in the 1940's which was operated as a campground until the 1970s. Ms. Barber additionally advised that a portion of the property was also utilized by the State of California during construction of Interstate 5 (I5) and briefly summarized the efforts being made to return/re-convey the property back to the County's possession.

In response to Supervisor Haupt regarding the need to perform a hazard assessment on the property, Ms. Barber advised that the Forest Service had completed Phase 1 of National Environmental Policy Act (NEPA) process, which included hazard assessment.

Following discussion between members of the Board and Ms. Barber regarding the potential value of the property and an possible interest in the property, it was moved by Supervisor Valenzuela, seconded by Supervisor Haupt and unanimously carried to accept the real property, known as the "Mott" Parcel, located near Mott Road, Dunsmuir and identified as Assessor Parcel Number (APN) 030-230-340, from the Shasta Trinity National Forest conveyed through a Quit Claim Deed.

I certify that the foregoing is a full, true and correct copy of a Minute Order adopted by the Board of Supervisors, Siskiyou County, State of California.

ATTEST: LAURA BYNUM, County Clerk and ex-Officio Clerk of the
Siskiyou County Board of Supervisors.

By: _____

Deputy



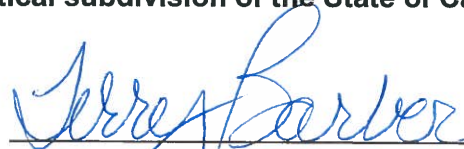
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quit Claim Deed dated April 29, 2019 from the USDA- Forest Service, to the County of Siskiyou, a political subdivision of the State of California, is hereby accepted by order of the Siskiyou County Board of Supervisors on May 22, 2019 and County of Siskiyou consents to recordation thereof by its duly authorized officer.

COUNTY OF SISKIYOU

A political subdivision of the State of California

By:

A handwritten signature in blue ink, appearing to read "Terry Barber", is written over a horizontal line.

Terry Barber

County Administrator

Date:

A handwritten date "5/24/19" in blue ink is written over a horizontal line.