

THIS AGREEMENT is made and entered into this 13<sup>th</sup> day of October, 2015, by and between NEVADA COUNTY SANITATION DISTRICT NO. 1, (hereinafter referred to as SANITATION DISTRICT) and Penn Valley Fire Protection District, (hereinafter referred to as GRANTOR). This Agreement is made with reference to the following facts:

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

## 1. Entire Contract

## ATTACHMENTS

**2. SANITATION DISTRICT shall**

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encumbrances, (*recorded or unrecorded*), assessments and taxes. Clearing of any title exceptions not acceptable to SANITATION DISTRICT is the responsibility of GRANTOR.

- B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.
- C. Have the authority to deduct and pay from the amount shown in Clause 2A above any amount necessary to satisfy any liens, 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 non delinquent assessments, which may have become a lien at the close of escrow. Current taxes, if unpaid, shall be segregated and prorated as of the close of escrow and paid from the amount shown in Clause 2A above. Close of escrow for this transaction shall be contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.
- D. Taxes for the tax year in which escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the at the close of escrow.

### **3. Payment of Deed of Trust**

If the Property is secured by a mortgage(s) or deed(s) of trust, GRANTOR is responsible for payment of any demand under authority of said mortgage or deed of trust out of GRANTOR'S proceeds. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

### **4. Escrow Instructions**

GRANTOR hereby authorizes SANITATION DISTRICT to file escrow instructions in accordance with this Agreement on behalf of both parties.

### **5. Hazardous Waste**

The acquisition price for the Property 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 which requires mitigation under Federal or State law, the SANITATION DISTRICT may in its sole discretion elect to recover its clean-up costs from those who caused or contributed to the contamination or to terminate this Agreement immediately without further obligation to GRANTOR. GRANTOR shall further indemnify, defend, save and hold harmless the SANITATION DISTRICT from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the property, save and except claims, costs or litigation arising through the sole willful misconduct of the SANITATION DISTRICT, its agents or employees.

GRANTOR further agrees as part of the consideration herein that GRANTOR will not, during any occupancy before or after the close of escrow, use, generate, manufacture, store, dump, bury, leak or dispose of any flammable, explosive or radioactive material, toxic substance, hazardous waste, hazardous material, hazardous substance, or the equivalent on the Property, as those terms may now or in the future be defined by common practice or by any federal, state or local statute,

ordinance or regulation or any governmental body or agency (hereinafter "Hazardous Substance"). In such event GRANTOR will, at its sole expense, remove, cleanup or otherwise mitigate such problem, and will further release and indemnify SANITATION DISTRICT from any and all liability arising from such problem.

**6. Right of Possession and Use**

It is agreed and confirmed by the parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the subject property by SANITATION DISTRICT, and/or its designees or assignees shall commence on October 1<sup>st</sup>, 2015 or close of escrow, whichever occurs first, and that the amount shown in Clause 2A herein includes, but is not limited to, full payment for such possession and use, including interest and damages if any, from said date.

**7. Binding on Successors and Assigns**

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Agreement.

**8. No Leases**

GRANTOR warrants that there are no oral or written leases on all or any portion of the property, and GRANTOR further agrees to hold SANITATION DISTRICT harmless and reimburse SANITATION 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.

**9. Quitclaim Deeds**

If any lessee interests are identified in Paragraph 8 herein, as a condition precedent to approval of this Agreement by the Board of Directors for the SANITATION DISTRICT, Quitclaim Deeds or similar releases sufficient to clear any possessory rights from the subject property will be required. GRANTOR agrees to secure said Quitclaim Deeds or releases. Close of escrow shall be contingent upon the title company receiving said Quitclaim Deeds or releases, if required by SANITATION DISTRICT.

**10. Release of All Claims**

GRANTOR hereby acknowledges and agrees that the receipt and acceptance by GRANTOR for the payment set forth in Clause 2(A) of this Agreement constitutes full and complete satisfaction of all claims, cost, expenses including relocation expenses, demands, damages, compensation for acquisition of property as described herein, severance damages, loss of business goodwill, interest, litigation expenses, and attorney fees, and all claims, whether asserted or alleged by GRANTOR or not, for other losses or damages recognized under law which GRANTOR could assert or allege against the SANITATION DISTRICT, as a result of the SANITATION DISTRICT's acquisition of the property described herein, including but not limited to relocation expenses and/or benefits pursuant to existing Federal and/or HCD guidelines or any other law, regulation, or guideline. GRANTOR hereby waives and releases all rights, claims, costs, expenses, demands, damages or causes of action the GRANTOR has or may have in the future against the SANITATION DISTRICT as a result of or arising out of the SANITATION

DISTRICT's acquisition of the property described herein. In furtherance of the intentions set forth herein, GRANTOR acknowledges that it is familiar with Section 1542 of the Civil Code of the State of California, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

GRANTOR hereby waives and relinquishes any right or benefit which it has or may have under Section 1542 of the Civil Code of the State of California or any similar provision of statutory or nonstatutory law of any other applicable jurisdiction to the full extent that it may lawfully waive all such rights and benefits pertaining to the subject matter of this Paragraph 10.

#### **11. Approval of SANITATION DISTRICT**

GRANTOR understands that this Agreement may be subject to approval by the Board of Directors of the SANITATION DISTRICT and, if approval is required, this Agreement shall have no force or effect unless and until such approval has been obtained.

#### **12. Warranties**

- A. GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.
- B. GRANTOR represents that it will have at time of escrow the power to sell, transfer and convey all right, title and interest in the Property to SANITATION DISTRICT save and except for SANITATION DISTRICT approved exceptions. GRANTOR further represents that to the best of its current knowledge, the Property is not subject to any litigation proceedings, or investigation and contains no easements or interests of other parties which, if revealed or known, might materially affect the obligations or intentions of either party with respect to the objects of this Agreement. GRANTOR further represents that there are no contracts, agreements or understandings with other parties concerning the Property that GRANTOR has not disclosed in writing to SANITATION DISTRICT.
- C. GRANTOR warrants that it shall not allow any liens, encumbrances, assessments, easements, leases or taxes to accrue on the Property during the pending of its transfer to the SANITATION DISTRICT except as provided in this Agreement, nor shall GRANTOR attempt to resell the Property to any other person or entity whatsoever, during the pending of its sale to the SANITATION DISTRICT.
- D. The parties warrant that they are not represented by any real estate agents or brokers in this transaction, and that there are no commissions due as a result of its completion.

#### **13. Notices**

All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by facsimile transmission, personally by hand, by courier service or express mail, or by first-class mail postage prepaid, to the addresses set forth below. All notices shall be deemed given or

**GRANTOR: Penn Valley Fire Protection District**  
**Project Name: Penn Valley Pipeline Project**

**APN: 51-160-26**

delivered (a) if sent by mail, when deposited in the mail, first-class postage prepaid, addressed to the party to be notified, (b) if delivered by hand, courier service or express mail, when delivered, or (c) if transmitted by facsimile, when transmitted. The parties may, by notice as provided above, designate a different address to which notice shall be given.

**TO GRANTOR:**

**TO: DIRECTOR OF PUBLIC WORKS**

Name: Penn Valley Fire Protection District

Address: 950 Maidu Avenue

Address: 10513 Spenceville Rd.

Nevada City, CA 95959

Penn Valley, California, 95946

Facsimile: \_\_\_\_\_

Facsimile: (530) 265-9849

**14. Entire Agreement**

This Agreement constitutes the Entire Agreement between GRANTOR and the SANITATION DISTRICT pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

**15. Time of the Essence**

Time is of the essence in this Agreement. In the event that any date specified in this Agreement falls on a Saturday, Sunday or public holiday, such date shall be deemed to be the succeeding day on which the public agency and major banks are open for business.

**16. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**17. Venue**

An action at equity or law arising out of the subject matter of this Agreement shall be filed and tried in the County of Nevada, State of California.

**18. Headings**

The captions to the paragraphs of this Agreement are inserted for convenience only and shall not affect the intent of this Agreement.

**19. Language Construction**

The language of each and all paragraphs, terms and/or provisions of this Agreement, shall, in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be

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construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

**20. Exercise of Discretion**

Where the terms of this Agreement require approval or the exercise of discretion by GRANTOR or by the SANITATION DISTRICT, discretion shall not be exercised in an unreasonable, arbitrary, or capricious manner.

**21. Specific Performance**

In the event of a breach of this Agreement by GRANTOR, SANITATION DISTRICT shall be entitled to pursue any and all remedies available to it against GRANTOR, including, without limitation, claims for all damages attributable to GRANTOR'S breach, and specific performance of this Agreement.

IN WITNESS WHEREOF, the Nevada County Sanitation District No. 1 Board of Directors approves the Agreement and authorizes the Chair of the Nevada County Sanitation District No. 1 Board of Directors to execute the Agreement in duplicate on behalf of Nevada County Sanitation District No. 1 under authority of Resolution No. \_\_\_\_\_, adopted by the Nevada County Sanitation District No. 1 Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and GRANTOR has caused this instrument to be executed on their behalf:

**GRANTOR:**

**NEVADA COUNTY SANITATION  
DISTRICT NO. 1:**

\_\_\_\_\_  
Kurt Grundel  
Chairperson, Board of Directors  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Edward C. Scofield  
Chair, Board of Directors  
Dated: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Julie Patterson Hunter  
Clerk of the Board of Directors

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

**NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED**