

**Agreement FOR SALE OF  
SURPLUS COUNTY-OWNED REAL PROPERTY  
BETWEEN LASSEN COUNTY AND \***

**THIS AGREEMENT** is made between the COUNTY OF LASSEN, a political subdivision of the State of California, hereinafter "COUNTY", and \_\_\_\_\_, with a principal address at [enter address, enter state, enter zipcode], (hereinafter "BUYER") upon execution by COUNTY, \_\_\_\_\_ hereinafter "Effective Date".

This Agreement is made with reference to the following facts and circumstances:

**WHEREAS**, COUNTY is the owner of that certain real property located in the town of Chester, County of Plumas, State of California, more particularly described in **Exhibit "A"**, and depicted in **Exhibit "B"**, hereinafter "PROPERTY", attached hereto and incorporated herein; and

**WHEREAS**, the Lassen County Board of Supervisors has previously found and determined that the PROPERTY is not needed for, nor adaptable to, COUNTY purposes and is therefore surplus property and that the public interest and necessity will be served by its sale; and

**WHEREAS**, Government Code Section 25526.5 provides that whenever a Board of Supervisors determines that any real property belonging to a county is no longer necessary for the county or other public purpose and its estimated value does not exceed twenty-five thousand dollars (\$25,000), a county may sell, exchange, grant, or convey that real property or interest therein in the manner and upon the terms and conditions approved by the Board of Supervisors;

**NOW, THEREFORE**, in consideration of their mutual promises, covenants, and conditions hereinafter set forth, the parties hereto do hereby agree as follows:

1. Property to be Conveyed.

Subject to the provisions of this Agreement, COUNTY shall transfer and convey to BUYER by Grant Deed in substantially the same form as **Exhibit "C"**, and BUYER shall purchase and take from COUNTY, all of COUNTY's right, title and interest in and to the PROPERTY.

2. Purchase Price.

BUYER shall pay to COUNTY, in consideration of COUNTY's conveyance to BUYER of said PROPERTY, the sum of \_\_\_\_\_ DOLLARS (\$XXxxx.00). Said sum shall hereinafter be referred to as the "Purchase Price".

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3. Tender and Acceptance of Payment.

BUYER shall tender payment into the Treasurer-Tax Collector's Account within seventy-two (72) hours or three (3) business days of notification that he or she is the successful bidder. This tender will go towards the property; will offset cost of bid; or will be returned. Various means of payment will be established such as cash, credit card, cashier's check, wire transfer, or any other means as directed by the Treasurer-Tax Collector Office. By its execution of this Agreement, COUNTY accepts the Purchase Price as full compensation for the PROPERTY.

4. Additional Fees and Charges.

COUNTY shall be responsible for the full payment of all title insurance, escrow, recording fees, documentary transfer taxes, broker commissions and other fees and charges associated with this transaction. BUYER shall indemnify, defend and hold COUNTY harmless.

5. Delivery and Recording of Deed and Real Property Taxes.

No later than forty-five (45) days from the Effective Date, COUNTY shall deliver, to the office of the Escrow Holder, a Grant Deed fully executed by COUNTY and duly notarized. COUNTY and BUYER shall deliver such additional documents and instruments as Escrow Holder may reasonably require in order to close escrow. The COUNTY and BUYER shall provide Escrow Holder with their separate instructions for closing escrow consistent with the terms of this Agreement. The Escrow Holder will close the escrow and record the Grant Deed on such date, the Closing Date as is directed by COUNTY in its escrow instructions, but in no event later than \_\_\_\_\_, 2017.

Real property taxes and assessments, if any, shall be payable by BUYER from and after the date of recordation of the Grant Deed. There shall be no other proration.

6. BUYER's Sole Remedy for Failure to Convey.

In the event that COUNTY's Grant Deed shall, for any reason, be insufficient to convey fee title to the PROPERTY on or before the Closing Date, as shall be evidenced by Escrow Holder's unwillingness to issue a CLTA Standard Coverage Owner's policy of title insurance insuring such title in the name of BUYER in the amount of the Purchase Price, BUYER shall have the right to terminate this Agreement, but shall have no other right of action against COUNTY and shall not be entitled to recover any damages from COUNTY, and all parties hereby shall return to status quo ante. BUYER's Agreement to proceed to closing of escrow shall constitute BUYER's waiver of its right to terminate this Agreement pursuant to this Section 6 or other right of action against COUNTY in regard to failure to convey fee title or other condition of title.

7. Condition of Title.

COUNTY's right, title, and interest in and to the PROPERTY shall be delivered by COUNTY subject to all exceptions, encumbrances, liens, and restrictions of record and not of record as of the Closing Date. For the avoidance of doubt, it is agreed that BUYER shall rely solely upon Escrow Holder's CLTA Standard Coverage Owner's policy of title insurance for protection with respect to matters affecting title to the PROPERTY and that COUNTY shall have no obligations with respect to matters affecting title to the PROPERTY, including, without limitation, providing owner affidavits or other assurances to Escrow Holder.

8. As-Is Condition of Property/BUYER's Due Diligence.

BUYER agrees that:

- a) It is purchasing the PROPERTY "as is" and in reliance on BUYER's own investigation, which it has or will have conducted to its satisfaction prior to the Effective Date;
- b) No representations or warranties of any kind whatsoever, express or implied, have been made by COUNTY regarding the PROPERTY or the legal or physical condition thereof, "Property Condition", including without limitation any zoning or subdivision regulations or other governmental requirements, the existence of "Hazardous Substances", as defined in Section 9 below, or other site conditions, or any other matters affecting the use, value or condition of the PROPERTY; and,
- c) BUYER shall take the PROPERTY in the condition that it is in at the Closing Date. To the extent that COUNTY has provided to BUYER information or reports regarding the PROPERTY, COUNTY makes no representations or warranties with respect to the accuracy or completeness thereof.

9. Indemnification and Hold Harmless.

From and after the close of escrow, BUYER agrees to protect, defend, indemnify and hold harmless COUNTY, its officers, employees, or agents, from and against all claims, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses, collectively, "Claims", of any kind whatsoever directly or indirectly arising from or attributable to the Property Condition or any use of the PROPERTY, including without limitation any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure, or other plan concerning any Hazardous Substance on, under or about the PROPERTY, regardless of whether undertaken due to governmental action. The foregoing hold harmless and indemnification provision and the following release provision shall apply to the fullest extent permitted by law, including where such Claim is the result of the act or omission of COUNTY, its officers,

agents, or employees. Without limiting the generality of this indemnity and hold harmless provision in any way, this provision is intended to operate as an Agreement pursuant to 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364 in order to indemnify, defend, protect and hold harmless COUNTY, its officers, agents or employees for any liability pursuant to such sections. COUNTY and BUYER agree that for purposes of this Agreement, the term "Hazardous Substance" shall have the definition set forth in **Exhibit "D"**, which is attached to this Agreement and incorporated by reference. BUYER, for itself, its legal representatives and assigns, releases COUNTY, its officers, agents, or employees from any and all Claims that it had, now has, or claims to have, or that any person claiming through them may have, or claim to have, arising out of any use of the PROPERTY, or the Property Condition.

10. General Release.

BUYER acknowledges that it has read and understood the following statutory language of Civil Code Section 1542:

A general release does not extend to a claim, 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.

Having been so apprised, to the fullest extent permitted by law, BUYER elects to assume all risk for Claims heretofore or hereafter, known or unknown, arising from the subject of this release, and BUYER knowingly and voluntarily expressly releases the COUNTY, its officers, agents, or employees from all Claims, unknown or unsuspected, arising out of any use of the PROPERTY or the Property Condition. The provisions of Sections 4, 6, 8, 9, and 10 shall survive the close of escrow or earlier termination of this Agreement.

11. Binding on Successors.

This Agreement inures to the benefit of and is binding on the parties, their respective heirs, personal representatives, successors, and assigns.

12. Merger: Entire Agreement.

This Agreement supersedes any prior Agreements, negotiations, and communications, oral or written, and contains the entire Agreement between COUNTY and BUYER relating to the subject matter hereof. No subsequent Agreement, representation, or promise made by either party hereto, or by or to any employee, officer, agent, or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby. The terms of this Agreement shall not be modified or amended except by an instrument in writing executed by each of the parties hereto.

13. Acknowledgements.

BUYER acknowledges that it has received the separate notice required by California Civil Code Section 1057.6, regarding title insurance.

14. Notices.

Any notice which is required to be given hereunder, or which either party may desire to give to the other, shall be in writing and may be personally delivered or given by mailing the same by registered or certified mail, postage prepaid, addressed as follows:

To the BUYER:     {Name}  
                          {Address}  
                          {City, State, Zip}

Or to such other place as BUYER may designate by written notice.

To the COUNTY:    County Administrative Officer  
                          County of Lassen  
                          221 S. Roop St., Ste. 4  
                          Susanville, CA 96130

With copy to:     County Counsel  
                          County of Lassen  
                          221 S. Roop St., Ste. 2  
                          Susanville, CA 96130

Health and Social Services  
Grants and Loans Division  
County of Lassen  
1445 Paul Bunyan Road  
Susanville, CA 96130

Or to such other place as BUYER may designate by written notice.

15. Miscellaneous.

a) When used in this Agreement and required by context, the singular number shall include the plural, and the masculine gender shall include the feminine and neuter genders.

b) If there be more than one entity designated in or signatory to this Agreement, the obligations hereunder imposed upon BUYER shall be joint and several.

c) Time is and shall be of the essence of each term and provision of this Agreement.

d) Each and every term, condition, covenants, and provision of this Agreement is and shall be deemed to be a material part of the consideration for COUNTY's entry into this Agreement, and any breach hereof by BUYER shall be deemed to be a material breach. Each term and provision of this Agreement performable by BUYER shall be construed to be both a covenant and a condition.

e) This Agreement shall be deemed to have been made in, and be construed in accordance with the laws of the State of California. Venue for any proceeding to enforce the provisions of this Agreement shall be in the County of Lassen.

f) The headings of the several paragraphs and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

g) In the event any covenant, condition, or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained, provided the invalidity of any such covenant, condition, or provision does not materially prejudice either BUYER or COUNTY in its respective rights and obligations contained in the valid covenants, conditions, and provisions of this Agreement.

h) All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if set forth fully herein. The exhibits to this Agreement are as follows:

Exhibit A - Legal Description of PROPERTY

Exhibit B - Plat of PROPERTY

Exhibit C - Form of Grant Deed

Exhibit D - Hazardous Substances

i) This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either party.

j) Days, unless otherwise specified, shall mean calendar days.

k) The COUNTY Administrative Officer, or designee, is authorized to execute, on behalf of the COUNTY, deeds and all other documents as may be necessary

to effectuate this Agreement and the transfer of property rights herein.

**WITNESS THE EXECUTION HEREOF** on the date of execution by COUNTY as written below:

"COUNTY"  
COUNTY OF LASSEN, a political  
subdivision of the State of California

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

By: \_\_\_\_\_  
Name: Richard Egan  
Title: County Administrative Officer

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

"BUYER"  
BUYER,

By: \_\_\_\_\_  
Name:  
Title:

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

"BUYER"  
BUYER,

By: \_\_\_\_\_  
Name:  
Title:

Approved as to form:

By: \_\_\_\_\_  
Robert M. Burns  
Lassen County Counsel

EXHIBIT "A"  
LEGAL DESCRIPTION OF PROPERTY

To follow from Title Company



EXHIBIT "B"  
PLAT OF PROPERTY

To follow from Title Company

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\_\_\_\_ County Initials

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Buyer Initials \_\_\_\_\_

EXHIBIT "C"  
GRANT DEED

To follow from Title Company

APPENDIX "A"  
TO GRANT DEED

DESCRIPTION OF PROPERTY

## EXHIBIT "D"

### HAZARDOUS SUBSTANCES (IF ANY)

For the purpose of this Agreement, "**HAZARDOUS SUBSTANCES**" shall mean any and all: (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws; (b) materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and, (c) substances, products, by-products, wastes or other materials which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For the purposes of this Agreement, "**ENVIRONMENTAL LAWS**" shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Substances, including without limitation, all federal or state superlien or environmental clean-up.