

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
& ESCROW INSTRUCTIONS**

THIS AGREEMENT (“Agreement”) is entered into this 27th day of March 2023, by and between the MENDOCINO COAST RECREATION AND PARKS DISTRICT (“Seller”) and the CITY OF FORT BRAGG (“Agency”), for acquisition by Agency of certain real property described below. Seller and Agency shall be hereinafter jointly referred to as the parties.

RECITALS

- A. Seller is the owner of certain real property located in the County of Mendocino identified as Assessor’s Parcel Nos. 019-070-07-00, 019-070-010-00, 019-070-11-00, 019-080-14-00, 019-080-16-00 and 019-080-23-00 (the “Property”), which is described in greater detail in the document attached hereto as Exhibit “A,” incorporated herein by this reference.
- B. The Property is currently encumbered by several leases and subleases which Seller will clear from title prior to the close of Escrow. Seller intends to use the proceeds from this Purchase Agreement to clear these encumbrances.
- C. Seller desires to sell the Property and Agency desires to purchase all of Seller’s rights, title, and interest in the Property, on the terms and conditions set forth in this Agreement.

UPON ACCEPTANCE BY SELLER AND AGENCY, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

PURCHASE AGREEMENT

- 1. **Incorporation of Recitals.** The Recitals above are true and correct and incorporated into this agreement by this reference.
- 2. **Agreement to Sell and Convey.** As of the Effective Date of this Agreement, Seller agrees to sell and convey to Agency, and Agency agrees to purchase from Seller, subject to the Permitted Exceptions, all of Seller’s right, title, and interest in all rights, privileges, easements, appurtenances uses or in connection with the Property, upon the terms and for the consideration set forth in this Agreement.
- 3. **Effective Date.**

The effective date of this Agreement (the “Effective Date”) shall be March 27, 2023, which is the date this Agreement is executed by the authorized officers of both Seller and Agency.

- 4. **Purchase Price.** The total purchase price for the Property, payable in cash through escrow, shall be the sum of **Two Million Four Hundred Twenty Thousand Five Hundred Seventy-Nine Dollars (\$2,420,579.00)** (the “Purchase Price”). The Purchase

Price is all-inclusive of Seller's entire interest in the Property, all of Seller's maintenance and related equipment associated with the Property including approximately 40 Spypoint gaming cameras, and any rights and obligations which exist or may arise out of the acquisition of the Property.

5. **Conveyance of Title.** Seller agrees to convey by Grant Deed to Agency marketable fee simple title to the Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, subleases and taxes, EXCEPT, if any, Permitted Exceptions as defined in Section 6 below. Seller further agrees to convey a general assignment in the form of Exhibit "C" attached hereto (the "General Assignment"), duly executed by Seller; (iii) A California Natural Hazard Disclosure Statement in accordance with California Civil Code Section 1102;

6. **Title Report.** Seller has provided Agency with copies of all documentation reflecting recorded or unrecorded liens, easements, leases or other encumbrances against the Property, together with other property-related documents or information Agency may reasonably request concerning the Property. Agency will, at Agency's own cost, acquire a comprehensive preliminary title report ("PTR") from a title company licensed by the California Department of Real Estate, identifying all recorded liens, easements and other encumbrances against the Property as of the date of the report.

Agency will have the right to disapprove any exception or other title defect that causes title to Property to be unmerchantable or which constitutes a monetary or other substantial encumbrance; provided, that notice of such disapproval specifying the exception or defect shall have been given to Seller not later than ten (10) days after the Effective Date. "Permitted Exceptions" shall mean: the specific exceptions listed in the PTR and such other title and survey exceptions as Agency has approved or may approve in writing, in Agency's sole discretion; provided, however, that the "Permitted Exceptions" shall in no event include any existing leases, mortgage liens, mechanics liens or other monetary liens created or assumed by Seller against the Property.

Agency considers an Agreement and Lease of Real Property between Carlton Parker and Carol Parker as Lessee and Georgia-Pacific Corporation, a Georgia corporation as Lessor recorded on January 13, 1976 at Mendocino County Records at Book 1025 and Page 236-244 listed as Exception Number 5 on Schedule B of the Title report from Redwood Empire Title Company of Mendocino County dated September 12, 2022 to be a Permitted Exception.

Notwithstanding the foregoing, Seller shall be obligated to remove as exceptions to title to the Property as of the closing monetary liens (including mechanics liens) or encumbrances and all claims to fee title or leasehold or other possessory interests in the Property, other than the Permitted Exceptions.

If Seller does not state that it shall cause all of the matters disapproved by Agency to be cured prior to the closing date, then Agency may terminate this Agreement.

7. **Title Insurance Policy.** Agency's fee simple title to the Property shall be insured at the Close of Escrow by an American Land Title Association coverage owner's policy of title insurance in the amount of the Purchase Price, issued by the title company together with all endorsements requested by Agency (collectively the "Title Policy"). The Title Policy shall insure the fee simple interest in the Property is free and clear of all liens, encumbrances, restrictions, and rights of way of record, subject only to the exceptions in Section 5 of this Agreement. Agency will select the title company, and Seller agrees to pay the premium charged therefore.

8. **Escrow.**

8.1 **Opening Escrow.** Agency agrees to open an escrow at Redwood Empire Title Company of Mendocino County ("Escrow Company") in accordance with this Agreement. This Agreement constitutes the joint escrow instructions of Agency and Seller, and the escrow agent to whom these instructions are delivered ("Escrow Agent") is hereby empowered to act under this Agreement. The parties agree to do all acts necessary to close this escrow in the shortest possible time. Escrow shall close on or before March 31, 2023.

8.2 **Grant Deed.** Seller shall execute and deposit a Grant Deed with the Escrow Company (the "Grant Deed") concurrently with this Agreement, in accordance with section 5 of this Agreement. A true and correct copy of the Grant Deed is attached hereto as Exhibit "B", and is incorporated by this reference. As soon as possible after opening of escrow, Seller will deposit the executed Grant Deed, with a Certificate of Acceptance attached, with Escrow Agent on Seller's behalf. Deposit of the purchase price shall be made one (1) business day prior to the Close of Escrow, provided the Agency's conditions to closing set forth in this Agreement, including in particular Section 11, are satisfied. The Escrow agent shall record the deed upon the close of escrow. Agency and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

8.3 **Insurance.** Insurance policies for fire or casualty on the Property will be maintained by Seller, at Seller's sole expense, until the Close of Escrow. Insurance policies are not to be transferred, and Seller will cancel its own policies after Close of Escrow.

8.4 **Escrow Account.** All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other escrow trust account in any State or National Bank doing business in the State of California.

9. **Proration and Apportionment**

(a) Prorations. All prorations shall be done on the basis of a three hundred sixty-five (365) day year and the actual number of days elapsed to the Closing Date or the actual number of days in the month in which the Closing occurs and the actual number of days elapsed in such month to the Closing Date, as applicable.: (i) Seller will be responsible for the cost of any applicable utilities used prior to the Closing Date. (ii) All other items customarily apportioned between sellers and purchasers of real property and improvements located in Mendocino County, California shall be prorated as of the date of Closing.

(b) Apportionment of Taxes. Seller shall be responsible for all real estate taxes and assessment on the Property ("Property Taxes"), if any, payable in respect to: (i) in the current fiscal year of the applicable taxing authority in which the Closing Date occurs (the "Current Tax Year"), the period prior to the Closing Date, and (2) all fiscal years prior to the Current Tax Year. Agency shall be responsible for all Property Taxes payable in respect to, (i) in the Current Tax Year, the period on an after the Closing Date, and (ii) all fiscal years after the Current Tax Year.

(c) Schedule of Prorations. Except as otherwise expressly set forth in this Section 9, all prorations shall be made in accordance with customary practice in Mendocino County, California. Such prorations, if and to the extent known and agreed upon as of the Closing, shall be paid by Agency to Seller (if the prorations result in a net credit to the Seller) or by Seller to Agency (if the prorations result in a net credit to Agency) by increasing or reducing the cash to be paid by Agency at the Closing.

10. **Escrow Agent Authorization.**

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- 10.1 **Seller.** Pay and charge Seller for any amount necessary to place title in the condition necessary to satisfy Paragraph 5 of this Agreement.
- 10.2 **Agency.** Pay and charge Agency for all usual fees, charges, and costs which arise in this escrow, unless otherwise stated herein to the contrary.
- 10.3 **Seller.** Pay and deduct from the amounts payable to Seller under Paragraph 4 of this Agreement, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust on the Property, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s) including late charges and penalties, if any, for payment in full in advance of maturity.
- 10.4 **Seller.** Pay and deduct from amounts payable to Seller under Paragraph 4 of this Agreement, any amount necessary to satisfy any prorated and delinquent taxes on the Property together with penalties and interest thereon, and/or delinquent assessments or bonds, except those in accordance with the terms of this Agreement;

- 10.5 **Disbursement.** Promptly disburse funds and deliver the Grant Deed for recordation when conditions of this escrow have been fulfilled by Agency and Seller.
- 10.6 **Closing Statement.** Prior to the Close of Escrow, Escrow Agent shall provide Seller and Agency with a proposed closing statement for review and comment setting forth the payments and charges articulated in this Section.
- 10.7 **Close of Escrow.**
- A. The term “Close of Escrow,” if and where written in these instructions, shall mean the date the Grant Deed and other necessary instruments of conveyance are recorded in the office of the Mendocino County Recorder. Recordation of instruments delivered through this escrow is authorized, if necessary or proper upon the Title Company’s irrevocable commitment to issue the policy of title insurance described in Section 7 of this Agreement.
- B. Close of Escrow will not occur until all of the terms and conditions of this Agreement have been met, including but not limited to the conditions in Section 11 and Seller’s placing of title in the condition necessary to satisfy Paragraph 5 of this Agreement.
- 10.8 **Time Limits.** All time limits within which any matter specified is to be performed may be extended by mutual agreement of the parties in their sole and absolute discretion. Any amendment of, or supplement to, any instructions must be in writing.
- 10.9 **Time of the Essence.** **TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE.** If, except for the deposit of the Purchase Price by Agency, this escrow is not in condition to close within one hundred and twenty (120) days from the Effective Date, any party who then shall have fully complied with its instructions may, in writing, terminate this Agreement and demand the return of its money or property; but if neither party complied, no demand for return shall be recognized until five (5) days after Escrow Agent shall have mailed copies of the demand to all other parties at the respective addresses shown in these escrow instructions, and if any objections are raised within the five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. No such termination shall release either party then in default from liability for such default. If no demands are made, Escrow Agent shall proceed with closing of this escrow as soon as possible.
- 10.11 **Escrow Agent Responsibility.** The responsibility of the Escrow Agent under this Agreement is expressly limited to Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 17 and to its liability under any policy of title insurance issued in regard to this escrow.

10.12 **Escrow Fees, Charges and Costs.** Seller agrees to pay all usual fees, charges, and costs which arise in this escrow, unless otherwise stated herein to the contrary.

11. **Conditions Precedent to Close of Escrow.**

11.1 Agency's Conditions Precedent to Closing. The obligation of Agency to complete the purchase of the Property is subject to the satisfaction of the following conditions, in Agency's discretion:

A. Seller shall deliver through escrow an executed and recordable Grant Deed sufficient to convey fee simple title to the Agency as set forth in Paragraphs 5 and 8.2

B. Seller shall deliver through escrow such funds and documents as are necessary to comply with Seller's obligations under this Agreement.

C. Seller shall not be in default of any of its obligations under the terms of this Agreement, and all representations of Seller herein are true and correct.

D. Agency has acquired a current title report as required by Paragraphs 6 hereof.

E. Escrow Agent has delivered to Agency a title insurance policy as required by Paragraphs 7 hereof.

F. Seller shall provide Agency with copies of all existing agreements or encumbrances which may in any way affect or relate to the Property, together with any amendments to the preceding, up through the Close of Escrow. Seller warrants that starting from the Effective Date up through the Close of Escrow no new leases, agreements or encumbrances, and no amendments to the preceding, affecting or relating to the Property, will be executed by Seller without first obtaining Agency's prior written consent.

G. Seller shall deliver to Agency copies of any and all due diligence documents, environmental reports, corrective action plans, remediation plans, mitigation monitoring reports, analysis, studies, tests, documents and other correspondence, and any supplements to those documents, which arise out of, or which are in any way related to, the environmental condition of the Property, including but not limited to the Natural Hazard Disclosure Statement (collectively the "Environmental Documents").

H. Seller shall deliver to Agency through Escrow an executed General Assignment in substantial conformity to the General Assignment set forth in Exhibit "C".

I. Agency shall have reviewed and approved, in Agency's sole and absolute discretion, all of the following:

- 1) The title report required by Paragraph 6 of this Agreement;
- 2) The existing leases, agreements and encumbrances, if any, affecting the Property;

J. Agency shall not have terminated this Agreement, to the extent termination is permitted hereunder.

K. Seller shall deliver such evidence of Seller's authority as reasonably required by the Title Company and/or Escrow.

L. A closing statement prepared by the Title Company, reflecting all credits, prorations, apportionments and adjustments contemplated hereunder (the "Closing Statement"), executed by Seller.

11.2 Seller's Conditions Precedent to Closing. The obligation of Seller to complete the sale of the Property is subject to the satisfaction of the following conditions:

A. Agency is not in default of any of its obligations under the terms of this Agreement, and all representations of Agency herein are true and correct.

B. Agency shall have deposited with the Escrow Agent immediately available funds in an amount equal to the Purchase Price and the Agency's share of costs described herein.

C. Seller shall not have terminated this Agreement, to the extent termination is permitted hereunder.

12. **Delivery of Possession.** Seller shall deliver the Property and the maintenance equipment described in paragraph 4 to Agency at the Close of Escrow free and clear of all, leases, licenses and all possessory rights of any kind or nature, except as is specifically stated herein to the contrary.

13. **Due Diligence Review.** Agency's obligations under this Agreement, including, but not limited to, its obligations to purchase the Property, are subject to the approval or confirmation by Agency, in Agency's sole and absolute discretion, of its due diligence investigations of the Property, including without limitation, review and approval of the physical condition of the property, condition of title, or suitability of the Property for Agency's use from the Effective Date through 5:00 pm Pacific time on the date that is 15 (15) days after the Effective Date (the "Due Diligence Deadline"). If, Agency determines that it is dissatisfied, in Agency's sole and absolute discretion, for any reason, with any aspects of the Property and/or its condition or suitability, or with any of the results of Agency's inspections, then Agency may terminate this Agreement, and the Escrow created pursuant hereto, by delivering written notice to Seller and the Title Company on or before the close of escrow of Agency's election to terminate (a "Termination Notice"),

in which event any deposit, if any, and all interest accrued thereon shall be immediately returned to Agency, and this Agreement, the Escrow, and the rights and obligations of the Parties hereunder shall terminate, other than the obligations expressly stated herein as surviving, and neither party shall have any further right or obligation hereunder other than the surviving obligations.

Upon execution of this Agreement by Seller, Seller hereby grants to Agency, or its authorized agents, permission to enter upon the Property at all reasonable times upon not less than twenty-four (24) hours advance notice for the purpose of making necessary or appropriate inspections.

14. **Closing Statement.** Seller instructs Escrow Agent to release a copy of Seller's closing statement to Agency for the purpose of ascertaining if any reimbursements are due.
15. **Loss or Damage to Improvements.** Loss or damage to the Property, including any improvements thereon, by fire or other casualty occurring prior to the recordation of the Grant Deed shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Grant Deed, Agency may elect to require, and if Agency so elects, Seller shall pay to Agency the proceeds of any insurance policy or policies payable to Seller by reason thereof, or permit such proceeds to be used for the restoration of the damage done, or reduce the total price by an amount equal of the diminution in value of the Property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.
16. **Acquisition by Stipulated Judgment.** In the event Seller is unable to deliver title in a reasonable time in accordance with the terms of this Agreement, Agency may file a legal action on grounds of specific performance based on the agreed upon Purchase Price to have the Property transferred to Agency. Seller agrees to waive all claims and defenses to such an action, and agrees that this Agreement shall constitute a stipulation which may be filed in such action as final and conclusive evidence that the Purchase Price constitutes just and sufficient consideration for the Property and any associated rights.
17. **Possession and Disposition of Seller's Personal Property.** Possession of the Property at the Close of Escrow shall be given to Agency upon the recording of the Grant Deed. All Personal Property remaining on the Property after Close of Escrow not addressed by the General Assignment shall be considered abandoned and automatically become the property of Agency and Agency may dispose of same without liability as it alone sees fit. Seller agrees that Agency shall not be liable for any loss of or damage to the Personal Property, regardless of when loss or damage occurs.
18. **Warranties, Representations, and Covenants of Seller.** Seller hereby warrants, represents, and covenants to Agency that:
 - 18.1 **Pending Claims.** To the best of Seller's knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the Property or any

portion thereof, at law, or in equity before any court or governmental Agency, domestic or foreign.

- 18.2 **Encroachments.** To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements located on the Property encroach on other properties.
- 18.3 **Rental and Leasehold Interests.** Except for an Agreement and Lease of Real Property between Carlton Parker and Carol Parker as Lessee and Georgia-Pacific Corporation, a Georgia corporation as Lessor recorded on January 13, 1976 at Mendocino County Records at Book 1025 and Page 236-244 listed as Exception Number 5 on Schedule B of the Title report from Redwood Empire Title Company of Mendocino County dated September 12, 2022, Seller warrants that there are no third parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers, or invitees, and that there are no oral or written recorded or unrecorded leases or other agreements concerning all or any portion of the Property exceeding a period of one month. Seller further agrees to hold Agency harmless and reimburse Agency for any and all of its losses and expenses occasioned by reason of any undisclosed lease, tenancy at sufferance, trespasser or invitee, who claims a right or privilege to all or any portion of the Property at the time escrow closes.
- 18.4 **Condition of Property.** Until the Close of Escrow, Seller shall maintain the Property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.
- Seller warrants that, except as has been specifically disclosed to Agency in the Environmental Documents, Seller is unaware of any facts, documents or other information which might (or does in fact) indicate the presence of Hazardous Materials on the Property. If Seller becomes aware of any facts, documents or information which indicates the potential presence of Hazardous Materials on the Property, other than those facts which have already been disclosed in the Environmental Documents, Seller shall immediately notify Agency of those facts up through the Close of Escrow.
- 18.5 **Seller's Title.** Seller, at the time of execution of this Agreement, is in legal possession of the Property in fee simple absolute and is the lawful owner of and has good, indefeasible title to the Property. Until the Close of Escrow, Seller shall not do anything, which would impair Seller's title to any of the Property.
- 18.6 **Utilities.** There are no utilities, without limitation, including gas, electricity, water, sewage, and telephone, which are available to the Property.
- 18.7 **Conflict with Other Obligation.** To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will

conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, covenants, conditions and restriction, or other agreement or instrument to which Seller or Seller's Property may be bound.

- 18.8 **Change of Situation**. Until the Close of Escrow, Seller shall, upon learning of any fact or condition that would cause any of the warranties and representations in the section not to be true as of the Close of Escrow, immediately give written notice of such fact or condition to Agency.
- 18.9 **Authority**. Seller is the owner of and has the full right, power, and authority to sell, convey, and transfer the Property to Agency as provided herein and to carry out Seller's obligations hereunder.
- 18.10 **Bankruptcy**. Neither Seller nor any related entity is the subject of a bankruptcy proceeding, and permission of a bankruptcy court is not necessary for Seller to be able to transfer the Property as provided herein.

19. **Hazardous Waste Disclosure and Obligations**.

- (A) Except as may be specifically disclosed in the Environmental Documents or in this Agreement, neither Seller nor, to the best of Seller's knowledge, any current or previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous materials, hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about or the transportation of any Hazardous Materials to or from, the Property.
- (B) The term "Hazardous Material" as used in this Agreement shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill release or effect, either by itself or in combination with other materials expected to be on the Property: (i) is potentially injurious to the public health, safety or welfare, the environment or the Property; (ii) is or becomes regulated or monitored by any federal, state or local governmental authority; or (iii) is a basis for liability of either Seller or Agency to any governmental agency or third party under any applicable statute or common law theory.

Hazardous Materials shall specifically include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products, by-products or fractions thereof, or any material or substance which is: (i) defined as a "hazardous waste," "acutely hazardous waste," "restricted hazardous waste," or "extremely hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as "hazardous

substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act) or as may be amended; (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory) or as may be amended; (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances) or as may be amended; (v) petroleum; (vi) asbestos; (vii) polychlorinated byphenyls; (viii) designated as a “hazardous substance” pursuant to the Clean Water Act, 33 U.S.C. § 1321; (ix) defined as a toxic pollutant pursuant to the Clean Water Act, 33 U.S.C. Section 1317; (ix) defined as a “hazardous waste” pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6903; or (x) defined as a “hazardous substance” pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601.

- (C) Before the Close of Escrow, Seller will deliver to Agency the Environmental Documents, together with a statement providing Seller’s analysis of the environmental condition of the Property.
 - (D) Before the Close of Escrow, Agency will review the any environmental documents and Seller’s statement to determine the environmental condition of the Property. Agency, in its sole discretion, may also commission and acquire its own site characterization of the Property, which will include a Phase I and Phase II, and perform such other inspections and evaluations of the environmental condition of the Property as are determined by Agency to be reasonably necessary following such environmental tests. The Agency’s site characterization and all such tests will be conducted by or at the direction of Agency at Agency’s sole cost and expense.
20. **Indemnity.** Seller hereby agrees to indemnify, defend and hold harmless Agency and City, and their respective officers, officials, agents, and employees from and against any and all causes of action, obligations, liabilities, claims, liens, encumbrances, losses, judgments, damages, costs and expenses of litigation, including, without limitation, attorneys’ fees, incurred by Agency or City relating to the Property, arising or accruing from acts, occurrences or matters that take place on or before the Close of Escrow or resulting from any breach by Seller of its representations, warranties and covenants contained in this Agreement.
21. **Waiver, Consent and Remedies.** Each provision of this Agreement to be performed by Agency and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller’s and Agency’s performance hereunder, as appropriate, and any breach thereof by Agency or Seller shall be deemed a material default hereunder. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or

continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either party hereto may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

22. **Attorney's Fees.** In the event any declaratory or other legal or equitable action is instituted between Seller, Agency and/or Escrow Agent in connection with the enforcement, breach or rescission of this Agreement, then as between Agency and Seller, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees, incurred including on any appeal or in collection of any judgment.
23. **Notices.** Any notice, request, demand, consent, approval or other communication required hereunder or by law shall be validly given or made only if in writing and delivered in person to an officer or duly authorized representative of the other party or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

IF TO SELLER:

Mendocino Coast Recreation
and Parks District
300 S. Lincoln St
Fort Bragg CA 95437

IF TO AGENCY:

City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437

Any party may from time to time, by written notice to the other, designate a different address, which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received forty-eight (48) hours after mailing as provided above.

24. **Default.** Failure or delay by either party to perform any covenant, condition or provision of this Agreement within the time provided herein constitutes default under this Agreement. The injured party shall give written notice of default to the party in default, specifying the default complained of. The defaulting party shall immediately commence to cure such default and shall diligently complete such cure within fifteen (15) days from the date of the notice or such longer period if the nature of the default is such that more than fifteen (15) days is required to cure such default. The injured party shall have the

right to terminate this Agreement by written notice to the other party in the event of a default, which is not cured within the time set forth herein.

25. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
26. **Governing Law and Venue.** This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. The parties consent to the jurisdiction of the California Courts with venue in Mendocino County.
27. **Invalidity of Provision.** If any provision of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect, (to the maximum extent permissible by law), any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.
28. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by Agency and Seller.
29. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
30. **Time of Essence.** Time is of the essence of each provision of this Agreement.
31. **Binding upon Successors.** The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereof.
32. **Assignment.** The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. Agency may freely assign any or all if its interests or rights under this Agreement or under the Escrow without the consent of Sellers.
33. **Cooperation.** Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

34. **Section Headings.** The section headings contained in this Agreement are for the reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
35. **Mutually Prepared Agreement.** The parties acknowledge that this Agreement was the subject of negotiations between the parties and shall be considered as being mutually prepared. Each of the Parties specifically represents and warrants to the other Party was advised to have this Agreement reviewed by legal counsel of their choice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth herein above.

“AGENCY”

“SELLER”

By: _____

By: _____

Dated: _____

Dated : _____

ATTEST:

By: _____
June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

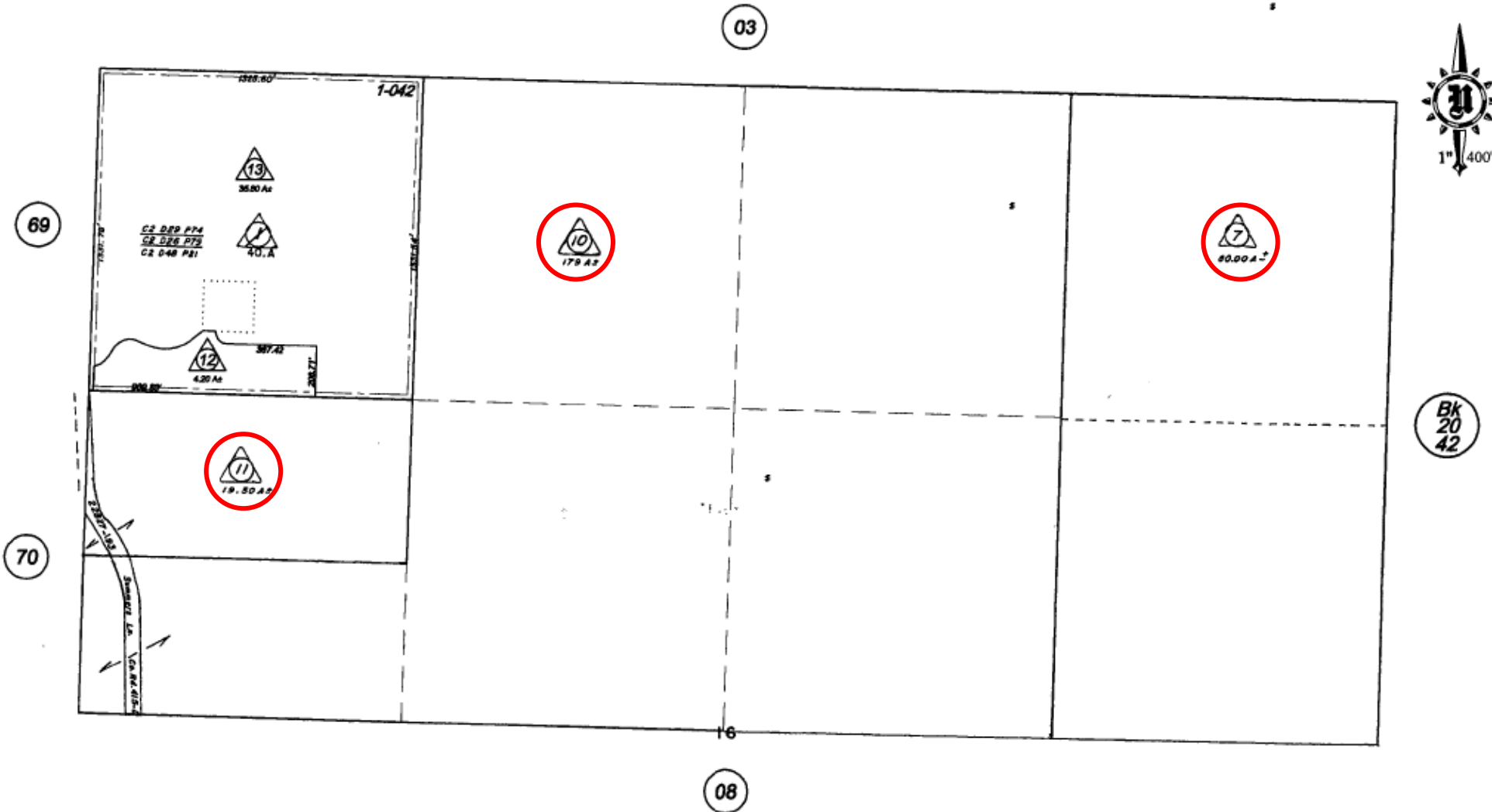
By: _____
Keith F. Collins, Agency Counsel

Exhibit A
(Map and Legal Description of Property)

N¹/₂ of Sec. 16 T.18N. R.17W. M.D.B.& M.

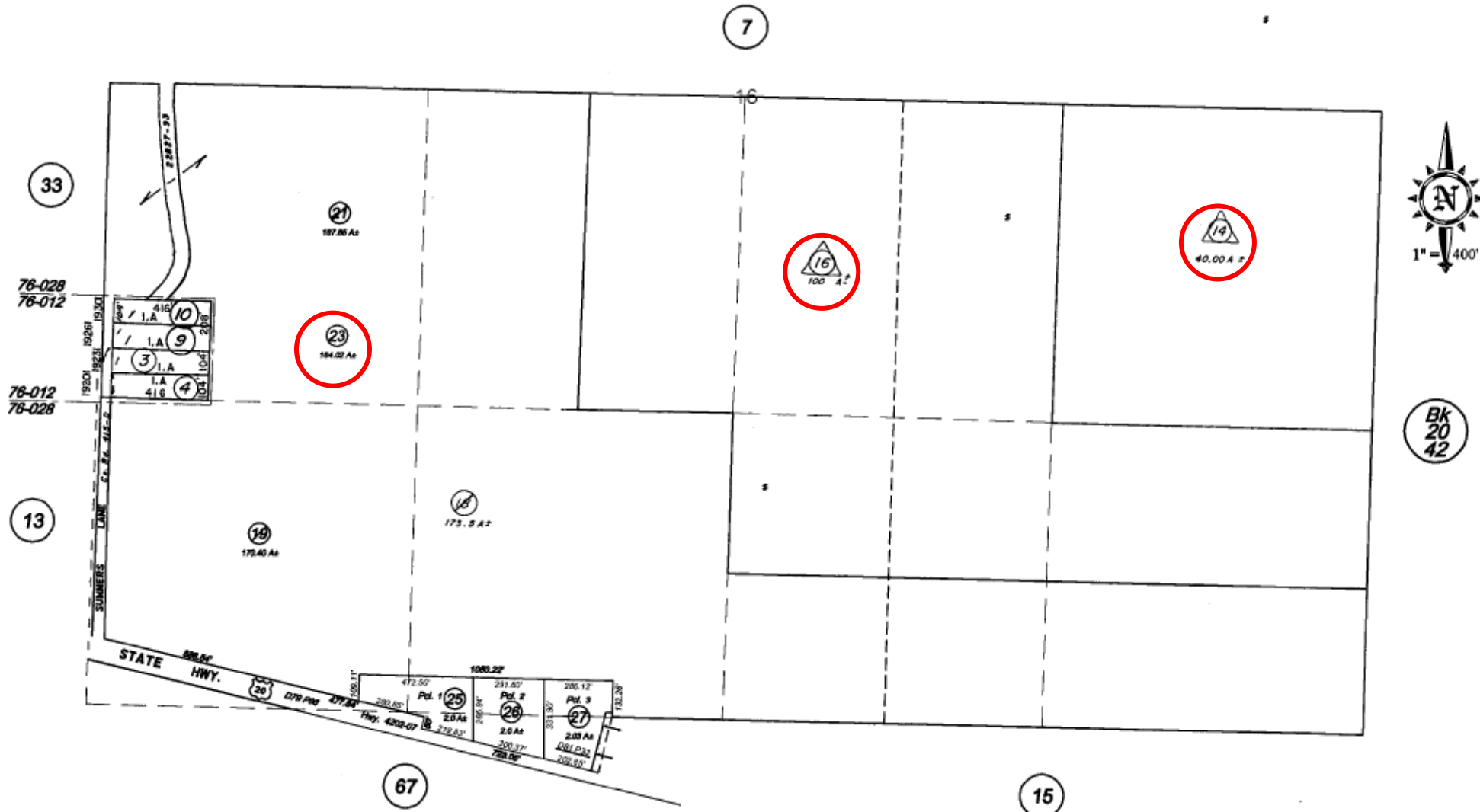
1-042
76-028

19-07



NOTE: This map was prepared for assessment purposes only. No liability is assumed for the data delineated hereon.

Assessor's Map
County of Mendocino, Calif.
Updated January 25, 2011



NOTE: This map was prepared for assessment purposes only. No liability is assumed for the data delineated hereon.

EXHIBIT "A"

All that certain real property situated in the County of Mendocino, State of California, more particularly described as follows:

Tract One:

All that certain real property situated in the unincorporated area, County of Mendocino, State of California and being a portion of Section 16, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, lying within the following described real property:

The North one-half of said Section 16.

Excepting therefrom the Northwest one-quarter of the Northwest one-quarter of said Section 16.

The East one-half of the Northeast one-quarter of the Southwest one-quarter of said Section 16.

The Southeast one-quarter of said Section 16.

Excepting therefrom the South one-half of the South one-half said Southeast one-quarter of said Section 16.

Also excepting therefrom all that portion of that certain County Road #415-0, known as Summers Lane deeded to the County of Mendocino recorded November 16, 1993 in Book 2129 of Official Records, Page 168, Mendocino County Records.

APN: 019-070-07, 019-070-10, 019-070-11, 019-080-14 and 019-080-16

Tract Two:

All that certain real property situated in the unincorporated area, County of Mendocino, State of California and being a portion of Section 16, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, lying within the following described real property:

The South one-half of the South one-half of the Southeast one-quarter of said Section 16.

All that portion of the Southwest one-quarter of said Section 16 lying Northerly of State Highway #20.

Excepting therefrom the East one-half of the Northeast one-quarter of the Southwest one-quarter of said Section 16.

Also excepting therefrom the Southerly 416 feet of the Westerly 456 feet of the Northwest one-quarter of the Southwest one-quarter of said Section 16.

Also excepting therefrom all that portion of that certain County Road #415-0, known as Summers Lane deeded to the County of Mendocino recorded November 16, 1993 in Book 2129 of Official Records, Page 168, Mendocino County Records.

Also excepting therefrom that portion conveyed in the deed executed by Mendocino Coast Recreation and Park District to Gordon Clark Weserling and Cathy Westerling, Trustees recorded June 25, 2008 as 2008-09099, Mendocino County Records.

Also excepting therefrom all that portion described in the deed to the State of California recorded March 5, 2007 as 2007-04202, Mendocino County Records.

APN: 019-080-23

Exhibit B
(Grant Deed & Certificate of Acceptance)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437
Attn: City Manager

AND ALL TAX STATEMENTS TO:

SAME AS ABOVE

Exempt from Recording Fee Pursuant to Gov Code § 27383 & 27388.1(a)(2)(D)

SPACE ABOVE THIS LINE
FOR RECORDER'S USE

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MENDOCINO COAST RECREATION AND PARKS DISTRICT, a California public agency (“**Grantor**”), hereby grants to the CITY OF FORT BRAGG, a municipal corporation (“**Grantee**”), the real property located in the County of Mendocino, State of California, described on Exhibit 1 attached hereto and made a part hereof (the “**Real Property**”).

The Real Property is also conveyed to Grantee subject to all liens, encumbrances, easements, covenants, conditions and restrictions and other matters of record, all of which matters are specifically incorporated herein by this reference.

GRANTOR:

MENDOCINO COAST RECREATION AND
PARKS DISTRICT, a California public agency

By: _____
Name:

State of California)
County of _____)

On _____, before me, _____, Notary Public,
(here insert name and title of the officer)

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 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 _____

(Seal)

Exhibit 1 to Grant Deed
Legal Description

Real property in the County of Mendocino, State of California, described as follows:

Tract One:

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The Southeast one-quarter of said Section 16.

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APN: 019-070-07, 019-070-10, 019-070-11, 019-080-14 and 019-080-16

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APN: 019-080-23

Exhibit B
(Grant Deed & Certificate of Acceptance)

CERTIFICATE OF ACCEPTANCE

Pursuant to the provisions of Government Code section 27281, this is to certify that the interest in real property conveyed by the grant deed from Mendocino Coast Recreation and Parks District, to the City of Fort Bragg, a municipal corporation, is hereby accepted by the Fort Bragg City Manager on behalf of Fort Bragg City Council pursuant to authority conferred by resolution of the Fort Bragg City Council adopted on March 27, 2023 and the City of Fort Bragg consents to recordation thereof by its duly authorized officer.

By: _____
Peggy Ducey, City Manager
City of Fort Bragg

Date: _____

Exhibit C
(General Assignment)

GENERAL ASSIGNMENT

This General Assignment (this “**Assignment**”) is made as of March 31, 2023 by and between The Mendocino Coast Recreation and Parks District, a public agency (“**Assignor**”), and the City of Fort Bragg, a municipal corporation (“**Assignee**”).

RECITALS

A. Assignor and Assignee are parties to that certain Agreement for Acquisition of Real Property and Escrow Instructions dated as of _____ (the “**Agreement**”), which provides, among other things, for the sale by Assignor to Assignee of that certain land (the “**Land**”) located in the County of Mendocino, State of California and described in Exhibit “A” attached hereto and incorporated herein by reference for all purposes, together with any improvements on the Property (the said Land and the improvements thereon being herein referred to as the “**Property**”), and the execution of this Assignment.

B. It is the desire of Assignor hereby to sell, assign, transfer and convey to Assignee all of Assignor's rights, titles and interests in the below described items.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, each intending to be legally bound, do hereby covenant and agree as follows:

1. Assignor does hereby assign, transfer, set over, and deliver to Assignee all of the following (the “**Assigned Properties**”):

1.1 All of Assignor's right, title and interest in all fixtures and other personal property of every nature and description located on the Property, to the extent the same exists, which are in the possession of Assignor; and

1.2 All of Assignor's right, title and interest in all books, records and tenant lists for the Property owned by Assignor and in the possession or reasonable control of Assignor, together with any and all files, reports, surveys, studies, and/or budgets owned by Assignor in connection with the ownership, operation, maintenance and/or management of the Property, and in the possession or reasonable control of Assignor, in each case, to the extent assignable without consent or cost (other than any consents obtained and costs paid by either party prior to the date hereof); and

1.3 All of Assignor's right, title and interest in any and all, if any, architectural, electrical, mechanical, plumbing and other plans and specifications and soil reports, grading plans and topographical maps produced in connection with the construction, repair and maintenance of the Property (including all revisions and supplements thereto), which are not owned by any of the tenants and are in the possession or reasonable control of Assignor in each case, to the extent assignable without consent or cost (other than any consents obtained and costs paid by either party prior to the date hereof); and

1.4 Condemnation proceeds and eminent domain proceeds relating to any taking occurring from and after the date hereof.

2. If any term, covenant or condition of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision. This Assignment shall be governed by and construed in accordance with the laws of the State of California without reference to choice of law principles which might indicate that the law of some other jurisdiction should apply.

3. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

*[Remainder of page intentionally left blank,
signatures commence on following page]*

IN WITNESS WHEREOF, this Assignment is made as of the day and year first above written.

ASSIGNOR:

By: _____
Name: _____
Title: _____

ASSIGNEE:

By: _____
Name: _____
Title: _____

Exhibit A (to General Assignment)

LEGAL DESCRIPTION OF THE REAL PROPERTY

EXHIBIT "A"

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