

**COUNTY OF SHASTA
STATE OF CALIFORNIA**

PROPERTY PURCHASE AGREEMENT

THIS AGREEMENT is entered into by and between the County of Shasta, a political subdivision of the State of California ("County"), and Michael B. Cogan and Louise H. Cogan as Trustees of the Michael B. Cogan and Louise H. Cogan Revocable Trust 2012, dated August 14, 2012 ("Grantors").

RECITALS

WHEREAS, the Grantors is the owner of two parcels of land located in the County of Shasta, State of California, legally described in Exhibit "A", to Exhibit "1" which is attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Michael B. Cogan Retirement Trust ("Retirement Trust") is the owner of a parcel of land located in County of Shasta, State of California, legally described in Exhibit "A", to Exhibit "2" which is attached hereto and incorporated herein (the "Retirement Property"); and

WHEREAS, the Grantors desire to sell the Property and Retirement Property to the County, in one transaction consisting of two (2) separate Property Purchase Agreements and the County desires to purchase the Property from the Grantors and the Retirement Trust; and

WHEREAS, the Retirement Trust and the County have concurrently entered into a separate Property Purchase Agreement to sell the Retirement Property to the County concurrently with the sale of this Property, for an additional \$220,000, in one transaction intended to occur concurrently for a total of \$440,000; and

WHEREAS, the Grantors and the Retirement Trust have previously executed a conveyance of the Real Property, in the form of Grant Deeds attached hereto as Exhibit "1" as to the Property and as Exhibit "2" as to the Retirement Property, to the County and will deliver the Grant Deeds to the Shasta County Public Works Director concurrently with the execution of this Property Purchase Agreement for the Property and the Property Purchase Agreement for the Retirement Property. Said Grant Deeds are to be held in trust by the County and deposited into the escrow for the sale and purchase of the Property and the Retirement Property.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. PURCHASE AND SALE.

Grantors agree to sell the Property to the County, and the County agrees to purchase the Property from the Grantors, on the terms and conditions set forth in this Agreement.

2. PURCHASE PRICE AND COSTS.

2.1 Property

2.1.1 The total purchase price for the Property shall be \$220,000, payable by the County to the Grantors in accordance with the terms of this agreement.

- 2.1.2 Within five days of execution of this agreement, an escrow shall be opened at Placer Title Company, Redding, California, to process the Property purchase unless Placer Title Company, Redding, California, declines to process this transaction in which event the County and Grantors shall mutually agree on an escrow company. If the parties are unable to agree on an escrow company, County may select an escrow company. The escrow company selected shall be referred to as the Escrow Holder. Each party shall execute instructions to Escrow Holder as are consistent with this Agreement at least five days prior to Closing.
- 2.1.3 Within 15 County business days of execution of this agreement by both parties, County shall pay into escrow for the benefit of Grantors the amount of \$220,000 for the purchase of the Property.
- 2.1.4 Once payment has been deposited into escrow, Grantors shall schedule the demolition of the building, located on APN: 101-780-011, and removal of all evidence of the building from the property. Grantors are responsible for all costs associated with the removal of the building at prevailing wage.
- 2.1.5 The purchase and sale contemplated in this agreement shall close at the office of Escrow Holder once demolition of the said building on APN: 101-780-011 by delivery to County of a grant deed in a form satisfactory to County and payment of the purchase price to Grantors.
- 2.1.6 County's obligation to proceed to closing of escrow shall be conditioned upon Grantors' performance of all of obligations in this agreement, provided that County may in County's sole discretion elect to waive failure by Grantors to perform any particular obligation and proceed to closing.
- 2.1.7 It is intended and agreed that the closing and sale of the Property shall occur concurrently with the closing and sale of the Retirement Property or there shall be no sale of either the Property or the Retirement Property.
- 2.2 Escrow and Fees.
 - 2.2.1 County shall pay the cost of the Escrow Fee, Title Insurance, E-Recording Service Fee, and the Building Homes and Jobs Act Fee at the close of escrow.
 - 2.2.2 Grantors shall, at their Grantors' cost, pay all remaining associated escrow fees at the close of escrow.
 - 2.2.3 County shall, at County's own cost, pay all recording fees.

3. CONVEYANCE OF TITLE.

- 3.1 Upon execution of this Agreement, County shall order and promptly deliver copies to Grantors a preliminary report on the Property from a title insurance company approved by County ("Preliminary Report"), copies of all documents relating to title exceptions referred to in the Preliminary Report, and a current California Land Title Association ("CLTA") survey in a form satisfactory to County, certified to County ("Survey").

- 3.2 The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of Title is defined as the date upon which all of the following have occurred: (i) acceptance of the Deed conveying the interest in the Property by the County (ii) close of escrow on this Property and the Retirement Property, and (iii) recordation of the grant deed conveying the Property to County.
- 3.3 Title to the Property shall be conveyed to the County by Grant Deed free and clear of all liens except for (i) any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any bonds except those which title is to be taken subject-to or in accordance with the terms of this agreement; and (ii) such other exceptions and reservations shown on a Preliminary Report, which are approved by the County. The County shall have 30 days after receipt of the Preliminary Report within which to notify Grantors in writing of the County's disapproval of any exceptions set forth in the Preliminary Report. In the event of the County's disapproval of the Preliminary Report, the Grantors, at their sole election (to be exercised by written notice to the County within 10 days after receipt of County's said notice of disapproval), shall have 30 days after the County's said disapproval within which to remove or otherwise remedy the disapproved exceptions. If the Grantors cannot eliminate or otherwise remedy the disapproved exceptions within said 30 day time period, this agreement shall thereupon terminate and all sums and documents deposited in escrow shall be returned to the parties who respectively deposited the same, and the County shall pay any escrow fees accrued. Failure of the County to provide written disapproval of the Preliminary Report within the above time period shall be deemed approval.
- 3.4 Taxes for the fiscal year shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086.
- 3.5 Title to the Property shall be evidenced by the commitment of the Title Company to issue a standard California Land Title Association policy of title insurance with liability in the amount of the Purchase Price showing title to the Property vested in the County.
- 3.6 Grantors shall vacate the Property upon execution of this agreement by both parties and shall conduct no business or any other activity on the Property except the removal of the building required by paragraph 2.1.4 above.

4. CONTINGENCY.

- 4.1 The County's obligation to purchase the Property is subject to the following contingency described in subsection 4.1.1 below ("Contingency"). The Contingency is for the sole benefit of the County and may be waived or deemed satisfied by the County in the County's sole and absolute discretion. If the County disapproves of the satisfaction of the Contingency within the applicable time period, the County's sole remedy shall be to terminate this agreement and the Grantors shall have no obligation to remedy the Contingency. If this agreement terminates as a result of the failure of the satisfaction of the Contingency, all sums and documents deposited in escrow shall

be returned to the parties who respectively deposited the same. If the County fails to give written notice to the Grantors of its disapproval of the Contingency within the time limit set forth in subsection 4.1.1, it shall conclusively be deemed that County has waived such Contingency and such Contingency shall conclusively be deemed satisfied.

4.1.1 The County shall have access to the Property at reasonable times and shall have the right to conduct, at the County's expense, building inspections, soil tests, engineering feasibility studies, environmental investigations, and such other studies, tests, and inspections with respect to the physical condition of the Property as the County may desire. The County shall have 10 County business days to conduct such tests and studies, and to give written notice to the Grantors of any conditions unacceptable to the County and that the County has elected to terminate this agreement.

5. REPRESENTATIONS AND WARRANTIES BY GRANTORS.

5.1 Grantors make the representations and warranties in subsections 5.1.1 through 5.1.9, each and all of which shall survive any and all inquiries and investigations made by the County and shall survive the Transfer of Title and recordation of the Grant Deed.

5.1.1 Grantors are the sole owners of the Property, and have the power and authority to enter into this agreement and to consummate the transactions contemplated hereby.

5.1.2 Neither entering into this agreement nor the performance of any of Grantors' obligations under this agreement will violate the terms of any contract, agreement, or instrument to which the Grantors are a party.

5.1.3 Grantors have not been served (by means of formal, legal service of process as required by law) with any litigation, and no arbitration proceedings have been commenced, which do or will affect any aspect of the Property or the Grantors' ability to perform his obligations under this agreement. In addition, within the last four years, the Grantors have not been threatened in writing with any litigation (or arbitration) by a third party which would affect any aspect of the Property or the Grantors' ability to perform their obligations under this agreement.

5.1.4 Grantors have not actually received any formal written notice of any presently uncured violation of any law, ordinance, rule or regulation (including, but not limited to, those relating to zoning, building, fire, health and safety) of any governmental authority bearing on the construction, operation, ownership, or use of the Property.

5.1.5 There are not any written commitments to, or written agreements with, any governmental authority or agency materially affecting the Property which have not been heretofore disclosed by the Grantors to the County in writing.

5.1.6 Grantors have not been served (by means of formal, legal service of process as required by law) or formally notified in writing by any governmental authority (i) that the Property or any adjoining property, contains or may contain any "Hazardous Materials" in violation of any "Environmental Regulations" (as those terms are defined in subsection 5.1.7, below); or (ii) that the Grantors have stored, used or maintained Hazardous Materials or suffered, permitted, allowed or acquiesced in any storage, use or maintenance of Hazardous Materials on, in or under the Property in violation of any Environmental Regulations. In addition, to the best of the Grantors' knowledge, but without any specific investigation therefore there are no Hazardous Materials in any way relating to all or any portion of the Real Property.

5.1.7 As used in this agreement, the terms "Environmental Regulations" and "Hazardous Materials" shall have the following meanings:

- (a) "Environmental Regulations" shall mean all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items, of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: (i) all requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, whether solid, liquid or gaseous in nature, into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, whether solid, liquid or gaseous in nature; and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.
- (b) "Hazardous Materials" means (i) any flammables, explosive or radioactive materials, hazardous wastes, toxic substances or related materials including, without limitation, substances defined as "hazardous substances," "hazardous materials", "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, title 42 United States Code section 9601, et seq.; the Hazardous Materials Transportation Act, title 49 United States Code section 1801, et seq.; the Toxic Substances Control Act, title 15 United States Code section 2601 et seq.; the Resource Conservation and Recovery Act of 1976, title 42 United States Code section 6901 et seq.; and in the regulations adopted and publications promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table (49 C.F.R. §172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as

hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) those substances defined as "hazardous wastes," "hazardous substances" or "toxic substances" in any similar federal, state or local laws or in the regulations adopted and publications promulgated pursuant to any of the foregoing laws or which otherwise are regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States of America, the State of California or any political subdivision thereof, (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended; (v) petroleum or any by-products thereof; (vi) any radioactive material, including any source, special nuclear or by-product material as defined at title 42 United States Code section 2011 et seq., as amended, and in the regulations adopted and publications promulgated pursuant to said law; (vii) asbestos in any form or condition; and (viii) polychlorinated biphenyls.

5.1.8 There are no rental agreements or leases in force as of the date of this agreement, and no person has any right to use, occupy or possess the Property or any portion thereof. No rent concessions are due any tenant; no rent has been paid more than one month in advance by any tenant; no security or other deposit or advance payments of any kind have been made by any tenant; no tenant has any claim against the Grantors for any security deposit or other deposits; no breach exists on the part of any tenant, whether in the payment of rent (or other sum), or the performance of any obligations or covenant; and no tenant has any defense or off-set to rent or any other obligation accruing after the Transfer of Title.

5.1.9 Grantors have not engaged nor dealt with any agent, broker, or finder in connection with the sale contemplated by this agreement. Grantors shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person who (or legal entity which) represents or claims to represent the Grantors.

5.2 If, prior to the Transfer of Title, new events have occurred which were beyond the control of the Grantors and which render any previously true representation or warranty untrue, Grantors shall, within three days thereafter, disclose those matters by written notice to the County. The County shall have 10 days after the earlier of (i) such disclosure; or (ii) the County's independent discovery that such representation or warranty has become untrue, to elect, in its sole and absolute discretion, and as its sole remedy, by written notice to the Grantors within said 10 day period, whether (i) to purchase the Property or (ii) terminate this agreement. If the County fails to notify Grantors of its election to terminate this agreement within the 10 day time period provided above, the County shall be deemed to have accepted the modified representations and warranties and elected to purchase the Property.

6. REPRESENTATIONS AND WARRANTIES BY THE COUNTY.

6.1 The County makes the following representations and warranties in this section 6, each and all of which shall survive any and all inquiries and investigations made by the Grantors and shall survive the Transfer of.

6.1.1 County has neither engaged nor dealt with any broker or finder in connection with the sale contemplated by this agreement. The County shall pay, and shall hold Grantors harmless from and against, any commission or finder's fee payable to any other person who (or legal entity which) represents or claims to represent the County.

6.1.2 County is a political subdivision of the State of California which has the power and authority to enter into this agreement and to consummate the transactions contemplated hereby. County and the specific, individual parties signing this agreement on behalf of County represent and warrant that the parties signing this agreement on behalf of the County have the full legal power, authority, and right to execute and deliver this agreement.

7. INDEMNIFICATION.

7.1 Subject to any other provisions of this agreement to the contrary, Grantors agree to indemnify County and hold County harmless from and against any claim, loss, damage or expense, including any reasonable attorney's fees (including attorney's fees on appeal), asserted against or suffered by County resulting from:

7.1.1 Any breach by Grantors of this agreement;

7.1.2 Any liability of the Grantors with respect to the Real Property, as provided in section 8, below; or

7.1.3 The inaccuracy or breach of any of the representations, warranties or covenants made by Grantors.

7.1.4 The failure of Grantors to pay prevailing wages for any work done that requires the payment of prevailing wage.

7.2 County shall submit any claim for indemnification under this agreement to Grantors in writing within a reasonable time after County determines that an event has occurred which has given rise to a right of indemnification under this section 7 and shall give Grantors a reasonable opportunity to investigate and cure any default of Grantors under this agreement and eliminate or remove any claim by a third party. Notwithstanding the foregoing, if the nature of Grantors' default or the third party claim is such that it would be impractical or unreasonable to give Grantors an opportunity to investigate and cure such default and remove such claim, County need not give Grantors such opportunity.

7.3 If such claim for indemnification relates to a claim or demand presented in writing by a third party against County, Grantors shall have the right to employ counsel reasonably acceptable to County to defend any such claim or demand, and County

shall make available to Grantors, or its representatives, all records and other materials in its possession or under its control reasonably required by Grantors for its use in contesting such liability. If Grantors do not elect to employ counsel to defend any such claim or demand, County may do so at its option, but shall not have any obligation to do so.

- 7.4 County agrees to indemnify Grantors and hold Grantors harmless from and against any claim, loss, damage or expense, including any reasonable attorney's fees (including attorney's fees on appeal), asserted against or suffered by Grantors resulting from:

7.4.1 Any breach by County of this agreement

7.4.2 The inaccuracy or breach of any of the representations, warranties or covenants made by County.

- 7.5 Grantors shall submit any claim for indemnification under this agreement to County in writing within a reasonable time after Grantors determine that an event has occurred which has given rise to a right of indemnification under this section 7 and shall give County a reasonable opportunity to investigate and cure any default of County under this agreement and eliminate or remove any claim by a third party. Notwithstanding the foregoing, if the nature of County's default or the third party claim is such that it would be impractical or unreasonable to give County an opportunity to investigate and cure such default and remove such claim, Grantors need not give County such opportunity.

- 7.6 If such claim for indemnification relates to a claim or demand presented in writing by a third party against Grantors, County shall have the right to employ counsel reasonably acceptable to Grantors to defend any such claim or demand, and the one party shall make available to the other party, or its representatives, all records and other materials in its possession or under its control reasonably required by County for its use in contesting such liability. If County does not elect to employ counsel to defend any such claim or demand, Grantors may do so at its option, but shall not have any obligation to do so.

8. ASSUMPTION OF LIABILITIES.

- 8.1 Effective as of the Transfer of Title, the County shall be deemed to have assumed all obligations and liabilities of the Grantors pertaining to the Property, except all obligations and liabilities with respect thereto which arise prior to the Transfer of Title or which arise as a result of events which occur prior to the Transfer of Title. Except for the foregoing assumption of obligations and liabilities by the County, the County does not assume and shall not be liable for any of the obligations or liabilities of the Grantors of any kind or nature affecting or otherwise relating to the Grantors, the Property, the operation of the business on the Property, or otherwise.
- 8.2 Grantors shall, prior to the Transfer of Title, timely perform and discharge all obligations and liabilities of every kind whatsoever to be discharged prior to the Transfer of Title and arising from or relating to (i) the Property, including, but not

limited to, the use and ownership of the Property; and (ii) the operation of the Property.

9. COUNTY ACCEPTS PROPERTY "AS IS"

9.1 County acknowledges and agrees that the Property is to be sold and conveyed to, and accepted by County, in an "as is" condition with all faults. County has investigated and has knowledge of operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations) to which the Property is or may be subject and accepts the Property solely upon the basis of its review and determination of the applicability and effect of such laws and regulations. County acknowledges that it is entering into this Purchase Agreement on the basis of County's own investigation of the physical and environmental conditions of the Property, including subsurface conditions, and County assumes the risk that adverse physical and environmental conditions may not have been revealed by its own investigation. County further acknowledges that Grantors, their agents and employees and other persons acting or claiming to act on behalf of Grantors have made no representation or warranty of any kind in connection with any matter relating to the condition, value, fitness, or zoning of the Property upon which County has relied directly or indirectly for any purpose. County hereby waives, releases, remises, acquits and forever discharges Grantors' employees, agents, or any other person acting on behalf of Grantors, of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which County now has or which may arise in the future on the account of or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto. This includes, but is not limited to in any manner, any claim that the Property contains any "Hazardous Materials" in violation of any "Environmental Regulations" (as those terms are defined in subsection 5.1.7, above).

9.2 The demolition being performed, as set forth in paragraph 2.1.4 above, is being performed by Eddie Axner Construction pursuant to the contract attached as Exhibit "3". Grantors shall have no obligation or liability to County in regard to Eddie Axner Construction and Exhibit "3" except that Grantors shall pay Exhibit 3 and as set forth in this paragraph 9.2. If, at any time, for any reason, County asserts that the work of Axner Construction is objectionable, flawed or below standard in any manner, County shall have no claim whatsoever of any kind on Grantors in regard to any and all aspects of the job performed by Eddie Axner Construction.

10. SURVIVAL OF TRANSFER OF TITLE.

All representations, warranties, covenants, conditions, agreements and obligations contained in or relating to this agreement shall survive the Transfer of Title and shall not merge therein unless specifically stated otherwise in this agreement.

11. NOTICES.

Any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing. Any

written or oral notices on behalf of County as provided for in this agreement may be executed and/or exercised by the County Executive Officer or the Public Works Director. All notices to be given pursuant to this agreement shall be given to the parties at the following respective address.

To the County: Public Works Director
Shasta County Public Works
1855 Placer Street
Redding, CA 96001-1759
Phone: 530-225-5661
Fax: 530-225-5667

To the Grantors: Michael Cogan
3515 Wasatch Drive
Redding, CA 96001
Phone: 530-515-7159

And

Louise Cogan
3515 Wasatch Drive
Redding, CA 96001
Phone: 530-515-2344

12. ENTIRE AGREEMENT.

This agreement, and the Exhibits attached hereto, represent the entire agreement between the parties in connection with the transactions contemplated hereby and the subject matter hereof and this agreement supersedes and replaces any and all prior and contemporaneous agreements, understandings and communications between the parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations or inducements of any kind existing between the parties relating to this transaction which are not expressly set forth herein. This agreement may not be modified except by a written agreement signed by both the County and the Grantors. Without limiting the foregoing, the County and the Grantors expressly acknowledge and agree that they have not relied on any written or oral statements made by the other party's real estate broker in entering into this agreement.

13. BINDING EFFECT.

This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors in interest and assigns.

14. WAIVER.

No waiver by any party at any time of any breach of any provision of this agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

15. CAPTIONS AND HEADINGS.

The captions and sections numbers appearing in this agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this agreement.

16. COUNTERPARTS.

This agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

17. GOVERNING LAW.

This agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this agreement shall be filed in the Superior Court of the State of California for the County of Shasta.

18. TIME OF ESSENCE.

Time is of the essence with respect to all matters contained in this agreement.

19. INVALIDITY OF ANY PROVISION.

If any provision (or any portion of any provision) of this agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.

20. DRAFTING OF AGREEMENT.

The County and the Grantors acknowledge that this agreement has been negotiated at arm's length and the parties agree that this agreement shall be deemed to have been drafted by both parties and that no one party shall be construed as the draftsman.

21. NO THIRD PARTY BENEFICIARY RIGHTS.

This agreement is entered into for the sole benefit of the County and the Grantors and no other parties are intended to be direct or incidental beneficiaries of this agreement and no third party shall have any right in, under or to this agreement.

22. INCORPORATION OF EXHIBITS.

Each and all of the exhibits attached to this agreement are incorporated herein as if set forth in full in this agreement.

23. NO JOINT VENTURE, PARTNERSHIP, OR OTHER RELATIONSHIP CREATED.

The relationship between the County and the Grantors is that solely of a seller and buyer and no joint venture, partnership or other relationship is created or implied by this agreement.

24. JOINT AND SEVERAL OBLIGATIONS

The obligations of the Grantors pursuant to this agreement and the representations and warranties made by Grantors are jointly and severally binding on the Grantors.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

APPROVED:
GRANTORS

MICHAEL B. COGAN AND LOUISE H. COGAN
REVOCABLE TRUST 2012, DATED AUGUST 14, 2012

By 
MICHAEL B. COGAN, TRUSTEE

Date 2-6-18

By 
LOUISE H. COGAN, TRUSTEE

Date 2-7-18

APPROVED:
COUNTY

By _____
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

Date _____


ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

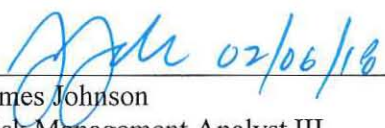
RUBIN E. CRUSE, JR.
County Counsel

By  2/6/18
David M. Yorton, Jr.
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

By 
PATRICK J. MINTURN, Director
Department of Public Works

RISK MANAGEMENT APPROVAL

By  02/06/18
James Johnson
Risk Management Analyst III

SCHEDULE OF EXHIBITS

Exhibit "1" Grant Deed – "Property"
Exhibit "A" Legal Description – "Property"
Exhibit "B" Legal Description Map – "Property"
Exhibit "2" Grant Deed – "Retirement Property"
Exhibit "A" Legal Description – "Retirement Property"
Exhibit "B" Legal Description Map – "Retirement Property"
Exhibit "3" Grantor's Contract with Eddie Axner Construction

RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 101-780-010 & 101-780-011

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA DTT = \$0 - R&T §11922

GRANT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

MICHAEL B. COGAN AND LOUISE H. COGAN, TRUSTEES OF THE MICHAEL B. AND LOUISE H. COGAN REVOCABLE TRUST 2012, DATED AUGUST 14, 2012, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, the following described real property situated in Section 10 of the P.B. Reading Grant, in the incorporated area of City of Redding, County of Shasta, State of California, more particularly described in **EXHIBITS "A" AND "B"**, attached hereto and made a part thereof.

MICHAEL B. AND LOUISE H. COGAN REVOCABLE
TRUST 2012, DATED AUGUST 14, 2012

By _____
MICHAEL B. COGAN, TRUSTEE

Dated _____

By _____
LOUISE H. COGAN, TRUSTEE

Dated _____

MBC

COUNTY OF SHASTA

STATE OF CALIFORNIA

GRANT DEED

**MICHAEL B. COGAN AND LOUISE H. COGAN, TRUSTEES OF THE
MICHAEL B. AND LOUISE H. COGAN REVOCABLE TRUST 2012**

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from MICHAEL B. COGAN and LOUISE H. COGAN, Trustees of the Michael B. and Louise H. Cogan Revocable Trust 2012, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on _____, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2018.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

LMC

EXHIBIT "A"

PARCEL ONE:

All that portion of Lot 6, Block 34 of the Town of Redding, now City of Redding, County of Shasta, State of California, as shown in Book of Old Plats 65, filed for Record September 25, 1872, Shasta County Records, as conveyed to Michael B. and Louise H. Cogan Revocable Trust 2012 by deed recorded September 7, 2012, in Official Records Document 2012-0030002, Shasta County Records, more particularly described as follows:

The easterly 100 feet of said Lot 6 measured at a right angle to and parallel with the easterly line of said Lot as shown on Exhibit "B" attached hereto and made a part thereof.

Being APN: 101-780-010

PARCEL TWO:

All that portion of Lot 6, Block 34 of the Town of Redding, now City of Redding, County of Shasta, State of California, as shown in Book of Old Plats at Page 65, filed for Record September 25, 1872, Shasta County Records, as conveyed to Michael B. and Louise H. Cogan Revocable Trust 2012 by deed recorded March 16, 2017, in Official Records Document 2017-0007791, Shasta County Records, more particularly described as follows:

All that portion of Lot 6, exempting the easterly 100 feet of said Lot measured at a right angle to and parallel with the easterly line of said Lot as shown on Exhibit "B" attached hereto and made a part thereof

Being APN 101-780-011



Mae

EXHIBIT "B"

NOT TO SCALE



PLACER STREET

COURT STREET

BLOCK 34
OF 65

101-780-011
PARCEL TWO
.08 acres

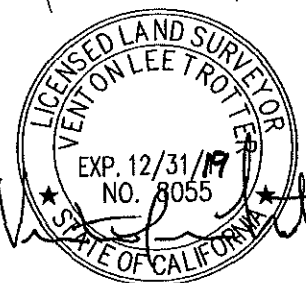
101-780-010
PARCEL ONE
.11 acres

70'

100'

WEST STREET

SACRAMENTO STREET



RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 101-780-009

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA DTT = \$0 - R&T §11922

GRANT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

MICHAEL B. COGAN AND LOUISE H. COGAN, TRUSTEES OF THE MICHAEL B. COGAN RETIREMENT TRUST, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, the following described real property situated in Section 10 of the P.B. Reading Grant, in the incorporated area of City of Redding, County of Shasta, State of California, more particularly described in **EXHIBITS "A" AND "B"**, attached hereto and made a part thereof.

MICHAEL B. COGAN RETIREMENT TRUST

By _____
MICHAEL B. COGAN, TRUSTEE

Dated _____

By _____
LOUISE H. COGAN, TRUSTEE

Dated _____

MB

COUNTY OF SHASTA

STATE OF CALIFORNIA

GRANT DEED

**MICHAEL B. COGAN AND LOUISE H. COGAN, TRUSTEES
OF THE MICHAEL B. COGAN RETIREMENT TRUST**

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from MICHAEL B. COGAN and LOUISE H. COGAN, Trustees of the Michael B. Cogan Retirement Trust, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on _____, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2018.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

MBC

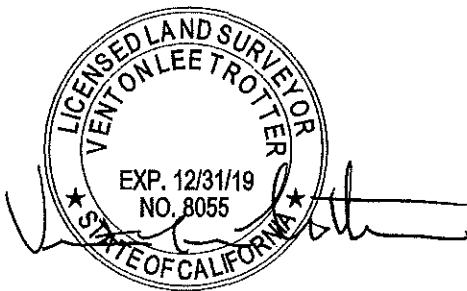
Legal Description -- Michael B. Cogan Retirement Trust

EXHIBIT "A"

PARCEL ONE:

Lot 5, Block 34 of the Town of Redding, now City of Redding, County of Shasta, State of California as shown in Book of Old Plats at Page 65, filed for Record September 25, 1872, Shasta County Records, as conveyed to Michael B. Cogan Retirement Trust by deed recorded March 26, 2015, in Official Records Document 2015-0007783, Shasta County Records.

Being APN: 101-780-009



dbc

EXHIBIT "B"

NOT TO SCALE



PLACER STREET

COURT STREET

BLOCK 34
OP 65

LOTS

170'

101-780-009
.20 acres

50'

WEST STREET

SACRAMENTO STREET

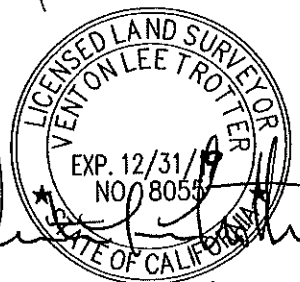


EXHIBIT "3"

5249A OLD OREGON TRAIL
REDDING, CA 96002
(530) 221-2103 - PHONE
(530) 221-4986 - FAX

Proposal

FROM: Eddle Axner Construction, Inc.
5249A Old Oregon Trail
Redding, CA 96002
(530) 221-2103

Date: 2/1/18

PROPOSAL SUBMITTED TO:

Name: Louise Cogan
Phone: 530-515-2344 email: louise@louiseecogan.com

Job Location: 1822 Sacramento St. Redding

I propose to furnish all materials and perform all labor necessary to complete the following:

- Apply for C.O.R. demolition permit.
- Demolish (1) house approx. 1,440.
- Haul all garbage/debris to a legal landfill.
- Demolish (1) 15'x15'x7' basement.
- Haul all concrete to a legal dumpsite.
- Cap sewer lateral.

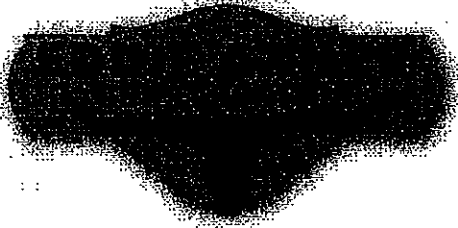
Prevailing wage rate total: \$12,210.00

"Axner agrees that any and all claims the Cogan Revocable Trust would have against Axner, if any, may be pursued by the County of Shasta directly and independently, without joining the Cogan Retirement Trust. Axner acknowledges the County of Shasta is a third-party beneficiary of this contract."


Thank you so much, Luisa
Sent from my iPhone

Exclusions: Abatement testing, Hauling or handling any hazardous waste, Re-compacting building pads, Geo-tech reports, Compaction testing, Utility disconnect or fees, Abandoning or demolishing any water wells or septic tanks. Any items that are not clearly included above, expect to be excluded from this proposal.

WBC



5242A OLD OREGON TRAIL
REDDING, CA 96002
(530) 221-2103 - PHONE
(530) 221-4986 - FAX

Authorized Signature 

ACCEPTANCE

Signature

Date

This proposal is valid for 30 days from date of original proposal.

Handwritten initials