

PURCHASE AND SALE AGREEMENT

By and Between

TAHOE CITY PUBLIC UTILITY DISTRICT, as Buyer

And

COUNTY OF PLACER, as Seller

**PURCHASE AND SALE AGREEMENT
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PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("**Agreement**"), dated as of _____ ("Effective Date") is entered into by and between the County of Placer, a political subdivision of the State of California ("**COUNTY**") as seller and Tahoe City Public Utility District, a California public utility district formed pursuant to the Public Utility District Act, hereinafter referred to as "District" ("**DISTRICT**") as buyer. COUNTY and DISTRICT are sometimes hereinafter each singularly referred to as "**PARTY**" and collectively referred to as the "**PARTIES.**" The PARTIES agree as follows:

ARTICLE 1. GENERAL

- 1.01 Property: An approximate 6,505 square foot portion of the 0.71 acres of real property designated as Parcel A on the map filed in Book 12 of Parcel Maps at Page 38 of the Official Records of Placer County and Placer County Assessor's Parcel No. 094-540-004-000, and located at 243 North Lake Boulevard, Tahoe City, California. Said portion, as described in **Exhibit A** and depicted on **Exhibit B**, is hereinafter referred to as the "**Property.**" For the purposes of this Agreement, the Property shall include the following:
- A. All land, encumbrances and improvements of the Property.
 - B. All privileges and appurtenances pertaining to the Property, including all appurtenant rights, title and interest of the COUNTY in or to adjacent streets, alleys or right(s) of way.
 - C. All Tahoe Regional Planning Agency (TRPA) conferred development rights existing as of the Effective Date which include Land Coverage, and/or other applicable jurisdictional rights, associated with the Property. DISTRICT acknowledges that COUNTY shall maintain ownership and is not transferring any other development rights including rights to sell or transfer Tourist Accommodation Units; Commercial Floor Area; Residential Units of Use and/or other "**Commodities**" as they are commonly referred to, associated with the Property.
- 1.02 Effective Date: The Effective Date of this Agreement shall be the date upon which the last PARTY signs the Agreement. The Effective Date shall be immediately communicated as provided for herein, and a fully executed copy of this Agreement shall be delivered to the other PARTY within five (5) days following the Effective Date.
- 1.03 Execution and Delivery: The execution and delivery by DISTRICT and COUNTY, and the performance under this Agreement, are within DISTRICT's and COUNTY's powers and have been duly authorized by all requisite actions. This Agreement constitutes the legal, valid, binding and enforceable obligation of DISTRICT and COUNTY.

ARTICLE 2. PURCHASE AND SALE

- 2.01 Purchase and Sale: DISTRICT and COUNTY prefer to reach a mutually acceptable agreement for the acquisition of the Property by the DISTRICT for its use of the Property for all lawful purposes. COUNTY agrees to sell, and DISTRICT agrees to buy the Property subject to the terms and conditions of this Agreement.
- 2.02 Price: The purchase price for the Property shall be THREE HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY AND NO/100 DOLLARS (\$357,580.00) ("**Purchase Price**").
- 2.03 Payment: Upon the close of escrow, the entire Purchase Price shall be paid in cash, and as provided for hereunder.

ARTICLE 3. ESCROW

- 3.01 Escrow Opening: The purchase and sale of the Property shall be consummated by means of an escrow opened at Placer Title Company ("**Title Company**"), Attention Debbie Yue ("**Escrow Officer**"), 193 Fulweiler Avenue, Auburn, CA 95603, Telephone (530) 885-7722, Fax (866) 885-1592.
- 3.02 Escrow Instructions: The escrow instructions given to Escrow Officer shall be consistent with the terms of this Agreement and, as between the PARTIES; the terms of this Agreement shall prevail if there is any inconsistency. No modification of this Agreement will occur without written consent of both PARTIES.
- 3.03 Close of Escrow: "**Close**", "**Close of Escrow**", "**Closing**", or "**Closing Date**" shall be defined as the date that the Grant Deed conveying the Property to the DISTRICT is recorded in the Official Records of Placer County, CA. Unless otherwise extended in writing by mutual consent of the PARTIES, Close of Escrow shall occur no later than thirty (30) calendar days, following a fully executed Agreement and Conditions of Close of Escrow are satisfied by both PARTIES.
- 3.04 Conditions to Close Escrow: The provisions of this Section 3.04 are conditions to the Close of Escrow and, unless otherwise provided expressly or by context, are covenants of the PARTY responsible for causing the condition to be satisfied. If any of such conditions are not fulfilled by either the date stated, or, where no specific date is stated, on or before the Close of Escrow, then, except as otherwise provided in this Agreement, the PARTY benefited by the condition shall have the right to cancel and terminate this Agreement and the Escrow, in which event all rights and obligations of the COUNTY and DISTRICT hereunder shall be terminated and be of no further force and effect. Nothing herein precludes the PARTIES from extending the Close of Escrow date to a later date mutually agreeable to the PARTIES. The PARTIES acknowledge that the following contingencies must be satisfied in order to Close Escrow:
- A. COUNTY has timely performed all of its obligations under this Agreement.
 - B. COUNTY and DISTRICT have determined and agreed that no Tahoe Regional Planning Agency development rights other than coverage will be transferred to DISTRICT under this Agreement. The DISTRICT will need to confirm and verify the coverage of the Property.
 - C. Property being conveyed is free of all liens, restrictions, encumbrances, and impositions other than the "**Permitted Exceptions**" defined herein.
 - D. COUNTY has not taken any action, or omitted to take any action, which would have the effect of violating or rendering untrue any representation, warranty, covenant or agreement contained herein.
 - E. COUNTY has not caused any change to the physical, title, or environmental condition of the Property following DISTRICT's removal of contingencies pursuant to Article 4 herein.
 - F. COUNTY has made any and all payments due and owing with respect to the Property, including, without limitation, real estate taxes, assessments, charges, fees, levies and impositions, which payment may be made at Close of Escrow with proceeds of the sale of the Property.
 - G. DISTRICT shall reimburse the COUNTY at closing for property taxes and assessments that have already been paid by the COUNTY for the period starting from the Closing Date to the end of the tax or assessment period. Any taxes or assessments owed in arrears by COUNTY shall be paid by COUNTY at Closing.

- H. COUNTY shall deliver possession of the Property to DISTRICT at Close of Escrow, free and clear of possession.

3.05 Delivery of Documents and Funds:

- A. By COUNTY: Prior to and as a condition to the Close of Escrow for the benefit of DISTRICT, COUNTY shall:
- (1) Deposit with Escrow Officer the Grant Deed conveying the Property to DISTRICT, fully executed and notarized; and
 - (2) Deposit with Escrow Officer a Transferor's Certificate of Nonforeign Status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, certifying that COUNTY is not a foreign person; and
 - (3) Deposit with Escrow Officer Form Withholding Exemption Certificate for Real Estate Sales; and
 - (4) Execute and deliver to Escrow Officer such other instructions and documents as may be required to Close Escrow in accordance with this Agreement.
- B. By DISTRICT: Prior to and as a condition to the Close of Escrow, for the benefit of COUNTY, DISTRICT shall:
- (1) Execute and deliver to Escrow Officer such other instructions, documents and funds as may be required by Escrow Officer to Close Escrow in accordance with this Agreement and the Escrow Instructions; and
 - (2) Deposit with Escrow Officer the Purchase Price in accordance with Section 2.02, plus or minus allowable prorations, by cashier's or certified check or electronic transfer of funds to Escrow Officer; and
 - (3) Deposit into escrow a Non-Exclusive Easement appurtenant to and for the benefit of the COUNTY's remaining property for Drainage, Utility and Ingress / Egress purposes, fully executed and notarized; and
 - (4) Deposit into escrow an easement over Property for drainage purposes in gross to the COUNTY to reestablish the easement recorded October 15, 1998 in Official Records under Doc-98-0084525 that was merged with the COUNTY's estate when it acquired the property; and
 - (5) Deposit with Escrow Officer a written statement that all of DISTRICT's Conditions Precedent to Close of Escrow set forth in Section 3.04 have been satisfied.
- C. By Escrow Officer: When all conditions for the Close of Escrow have been met, Escrow Officer shall promptly:
- (1) Disburse the Purchase Price as directed in writing by COUNTY, after deducting therefrom all items chargeable to the account of COUNTY; and
 - (2) Cause the Grant Deed to the DISTRICT to be recorded in the Official Records of Placer County; and
 - (3) Cause the Non-Exclusive Drainage, Utility, and Ingress/Egress Easement appurtenant to the COUNTY's remaining property to be recorded in the Official Records of Placer County; and
 - (4) Cause the Drainage Easement in gross to the COUNTY to be recorded in the Official Records of Placer County; and

- (5) Deliver to the DISTRICT a CLTA Standard Coverage Policy of Title Insurance insuring Title to the DISTRICT, subject only to exceptions consistent with the terms of this Agreement.

- 3.06 Escrow Costs and Expenses: DISTRICT shall pay any recording fees and the premium for DISTRICT's Standard Title Policy. DISTRICT shall be responsible for any premium for additional coverage beyond the Standard Title Policy. COUNTY and DISTRICT shall each pay one-half (1/2) of the escrow fees, document preparation costs and other related closing costs. COUNTY and DISTRICT shall each pay their own legal and professional fees, and fees of other consultants incurred regarding this transaction.
- 3.07 Taxes/Assessments: All real estate taxes, assessments and any similar charges imposed upon the Property by the County of Placer, or any governmental or special district, organization or body shall be prorated as of the Close of Escrow on the basis of a 30-day month.
- 3.08 Taxes: Taxes shall be apportioned and cleared in the manner required by Section 5081, et seq., of the California Revenue and Taxation Code; the date of apportionment shall be the same as the date of Close of Escrow.
- 3.09 Title/Title Policy: At the Close of Escrow, COUNTY shall convey the Property to the DISTRICT, subject only to the "Permitted Exceptions" defined in Section 4.04 (B). The title insurance policy issued at the Close of Escrow (the "**District Title Policy**") shall be a CLTA Standard Coverage Policy with liability in the amount of the Purchase Price, insuring title to the Property to the DISTRICT and insuring the DISTRICT against design professional, mechanics' and material liens, subject only to: (1) the Permitted Exceptions; and (2) the printed exceptions and exclusions common to CLTA Coverage policies other than the "arbitration" provision, which shall be deleted.

ARTICLE 4. INITIAL INVESTIGATION PERIOD – PROPERTY CONTINGENCIES

- 4.01 Initial Investigation Period: DISTRICT shall have thirty (30) calendar days following the Effective Date within which to investigate the Property ("**Initial Investigation Period**"). If, during the Initial Investigation Period, DISTRICT identifies any conditions that are inconsistent with any of the COUNTY's representations and warranties, pursuant to Article 6 (an "**Unacceptable Matter**" or "**Unacceptable Matters**"), DISTRICT shall notify COUNTY, prior to the end of the Initial Investigation Period. Upon receipt, the COUNTY shall have five (5) days to notify DISTRICT of its intention to cure or not to cure any Unacceptable Matter or Matters raised by DISTRICT. If the Unacceptable Matter or Matters are able to be cured by COUNTY, COUNTY shall have, upon receipt of DISTRICT's notification, until the Close of Escrow to cure the Unacceptable Matter or Matters or diligently commence curing the same. The PARTIES may, by mutual agreement, consent to extend the Close of Escrow Date until such Unacceptable Matter or Matters are cured. Unless otherwise agreed to in writing, the cost to cure any Unacceptable Matter or Matters shall be at COUNTY's expense. In the event COUNTY is unable or unwilling to cure the Unacceptable Matter or Matters, DISTRICT may either: (i) terminate this Agreement; or (ii) waive the Unacceptable Matter or Matters and agree to Close of Escrow. In the event that DISTRICT terminates this Agreement due to an Unacceptable Matter, such termination will be without liability to either PARTY.
- 4.02 Property Contingencies: The following Property-related conditions shall be considered contingencies of this Agreement and each item shall be referred to singularly as "**Property Contingency**" or collectively as "**Property Contingencies**".
- A. DISTRICT approval of physical condition: determine whether the Property is suitable for the DISTRICT's intended use, pursuant to Section 4.03 below.

- B. DISTRICT approval of Condition of Title pursuant to Section 4.04 below.
- C. DISTRICT approval of Investigations and Delivery of COUNTY Documents pursuant to Section 4.05 below.

If DISTRICT finds the Property Contingencies unacceptable, and COUNTY is unable to correct any Property Contingency, DISTRICT shall have the right, at its sole discretion, to cancel this Agreement and have its Deposit refunded in full.

If DISTRICT gives written notice to COUNTY on or before 5:00 p.m. of the final day of the Initial Investigation Period of dissatisfaction with any of the above listed Property Contingencies, and the PARTIES have not entered a mutually agreeable written resolution and/or mutual extension of the Initial Investigation Period by 5:00 p.m. one (1) day thereafter, this Agreement shall be deemed cancelled. DISTRICT's written approval of the Property Contingencies shall constitute DISTRICT's waiver of all Property Contingencies.

4.03 Inspection of the Property:

DISTRICT and COUNTY shall agree on a convenient time for DISTRICT to conduct a walk through to familiarize itself with the condition of the Property. This shall be done with no disruption to the existing tenants of adjacent building use and possession. The PARTIES agree that said walk through shall occur within five (5) working days after the Effective Date of this Agreement.

4.04 Property Condition of Title:

- A. Preliminary Report; the DISTRICT's Title Notice: Within fifteen (15) days of Effective Date of this Agreement, DISTRICT will obtain a Preliminary Report and legible copies of all documents referred to in the Preliminary Report (collectively, the "**Title Documents**"). COUNTY shall convey to DISTRICT the Property free and clear of all monetary liens or encumbrances, including deeds of trust except: a) the lien for non-delinquent real property taxes; b) the standard printed exceptions or exclusions on the form of title insurance policy issued pursuant to Section 3.09; c) the following known encumbrances:
 - i. a 50-foot easement over Property for right of way, road and utility purposes recorded July 12, 1950 in Book 571 of Official Records at Page 520;
 - ii. An easement over Property for sanitary sewer purposes recorded December 9, 1958 in Book 779 of Official Records at Page 428;
 - iii. a 20-foot easement over Property for ingress, egress and utilities purposes recorded April 7, 1978 in Book 12 of Parcel Maps at Page 38;
 - iv. a Road Maintenance Agreement recorded May 28, 1978 in Book 1979 of Official Records at Page 123;
 - v. an easement over Property for sidewalk, streetlighting, landscaping and related facilities granted to the DISTRICT recorded February 23, 1999 in Official Records under Recorder's Doc-99-0015387;
 - vi. an unrecorded Right of Entry and potential future non-exclusive easement to Southwest Gas Corporation for the relocation, construction and maintenance of gas line within the Property; and
 - vii. any other matters approved in writing by DISTRICT.
- B. DISTRICT's Review of Title: Within the first fifteen (15) calendar days of the 30-day Initial Investigation Period, DISTRICT shall notify COUNTY in writing as to whether DISTRICT

approves or disapproves of the condition of title of the Property. If DISTRICT disapproves of the condition of title of the Property, then within five (5) working days after such notice of disapproval, COUNTY shall notify DISTRICT as to whether COUNTY will agree to eliminate the title matters to which DISTRICT objects. If COUNTY and DISTRICT agree upon the timing and manner of eliminating such objectionable title or survey matters, then COUNTY shall be obligated to deliver title to the Property in the condition agreed upon. If COUNTY is unable or unwilling to remove any exception objected to by the DISTRICT by the Close of Escrow, DISTRICT may elect to either terminate this Agreement, or to waive the DISTRICT's objection. All title matters accepted by DISTRICT pursuant to this Section 4.04 shall be defined as "**Permitted Exceptions.**"

4.05 Investigations and Delivery of COUNTY's Documents: DISTRICT shall be permitted to investigate the Property in conformance with the Initial Investigation Period provisions of this Article 4, at its sole expense, to determine in the DISTRICT's sole and absolute discretion, the suitability of the Property for its intended uses. Within ten (10) calendar days after the Effective Date of this Agreement, COUNTY shall deliver to DISTRICT copies of all tests, surveys, maps, plans, records, permits, correspondence, reports or other materials affecting the Property which are in COUNTY's possession or control and which have not already been provided to DISTRICT.

ARTICLE 5. RIGHT OF FIRST OFFER

5.01 Right of First Offer: DISTRICT shall not transfer or agree to transfer the Property without first offering to sell the Property to the COUNTY. "Transfer" means any sale, transfer, or conveyance of all or any portion of the Property or DISTRICT's interest in the Property except for: (1) any Transfer of the Property to the COUNTY; or (2) a merger or boundary line adjustment with adjacent property of the DISTRICT. This Right of First Offer shall not apply and is terminated upon merger with or boundary line adjustment of Property with DISTRICT's adjacent property. This Right of First Offer is personal to the COUNTY and shall terminate upon the COUNTY's transfer or sale of their remaining property to a third-party. This Right of First Offer shall survive Close of Escrow and the termination of this Agreement. DISTRICT shall offer in writing to sell the Property to the COUNTY on the same terms and conditions that DISTRICT would be then willing to offer to a third party. The written offer shall at a minimum include: (1) purchase price; (2) method of payment of the purchase price; (3) the amount of the required earnest money deposit; and (4) the time and location for the close of escrow. COUNTY shall have thirty (30) business days from the date of the offer to accept the offer by delivering to DISTRICT its acceptance on or before 5:00 pm Pacific time on the last day of the period. If COUNTY fails to accept the offer before the period ends, the offer shall be deemed rejected.

ARTICLE 6. COUNTY'S REPRESENTATIONS AND WARRANTIES

6.01 Representations and Warranties in General: COUNTY acknowledges that the execution of this Agreement by the DISTRICT is made in material reliance by the DISTRICT on each one of the representations and warranties made by COUNTY in this Article 6. DISTRICT acknowledges that the execution of this Agreement by COUNTY is made in material reliance by the COUNTY on each one of the representations and warranties made by DISTRICT in Article 7. Such disclosures shall include but not be limited to information regarding present and future zoning and environmental matters affecting the Property, and regarding the condition of the Property, including, but not limited to, wetlands, structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks, in, on, or about the Property.

- 6.02 COUNTY's Representations and Warranties: COUNTY represents and warrants to the DISTRICT that to the best of COUNTY's knowledge, each one of the matters set forth in this Article 6 is true and correct as of the Close of Escrow.
- A. No Underground Tanks; No Releases: COUNTY has not used or installed any underground tank on the Property or used any portion of the Property for the release, dumping, storage, processing, disposal or use of Hazardous Materials. COUNTY is unaware of any Hazardous Materials present on the Property and is unaware of any release or discharge of Hazardous Materials in, upon, on or below any portion of the Property, including, but not limited to, soils and ground or surface water in and around the Property.
 - B. No Violations; No Notice: As of the Close of Escrow, the Property will not be in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions. COUNTY has received no notice and has no independent knowledge that there is any proceeding or inquiry by any governmental authority (including, without limitation, the California State Department of Toxic Substances Control) with respect to the presence of Hazardous Materials on the Property or the migration thereof from or to other property.
 - C. Breach of Other Agreements: Neither the execution of this Agreement nor the consummation of the transactions contemplated herein will constitute a breach under any contract or agreement to which COUNTY is a party or by which COUNTY is bound or affected which affects the Property or any part thereof.
 - D. No Other Parties: At the Close of Escrow, there are no other parties with any interest in the Property (marital, homestead, bankruptcy estate, trustor, or otherwise), and no other signatures are required to make this Agreement fully enforceable by the COUNTY.
 - E. Rights of Others: Property is subject to prior encumbrances as noted in the title report and in this Agreement. In addition, COUNTY will reserve a non-exclusive drainage, utility, and ingress / egress easement appurtenant to the remaining property of the COUNTY . At the Close of Escrow, except as stated herein, there are no parties in possession of any portion of the Property as lessees, tenants, tenants at sufferance, or trespassers.
 - F. No Grant of Other Rights: COUNTY has not granted to any party, other than the DISTRICT, any option, contract, or other agreement with respect to a purchase or sale of the Property or any portion thereof.
 - G. No Bankruptcy or Litigation: COUNTY represents and warrants that there are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy, or under any applicable debtor relief laws, or any other litigation contemplated by, pending or threatened against COUNTY or the Property.
 - H. Authority; Binding Obligation: The execution and delivery by COUNTY of this Agreement and COUNTY's performance under this Agreement are within COUNTY's powers and have been duly authorized by all requisite action.
 - I. No Retained Rights: To the best knowledge of COUNTY, no previous owner of any portion of the Property has any right to create any easements, rights-of-way or other interest in any portion of the Property, except as otherwise may be disclosed in the Title Documents and consented to in writing by DISTRICT.

- J. Disclosure: COUNTY has disclosed to DISTRICT any and all matters known to COUNTY that may have a material adverse impact on the Property and the DISTRICT's ability to use and/or develop the Property. All of the documents and materials supplied by COUNTY are in all material respects true, accurate and complete; and, COUNTY has no knowledge of any facts, which would render any information in such documents and materials untrue in any significant respect.
- K. Notice of Changed Circumstances: If COUNTY becomes aware prior to Close of Escrow of any fact or circumstance which would render false or misleading a representation or warranty made by COUNTY, then COUNTY shall immediately give written notice of such fact or circumstance to the DISTRICT, but such notice shall not relieve COUNTY of any liabilities or obligations with respect to any representation or warranty.
- L. Survival of Warranties: DISTRICT and COUNTY agree that each representation and warranty in this Article 6 shall survive the Close of Escrow.
- M. COUNTY's Covenants: COUNTY covenants that from the Effective Date and through the Close of Escrow, COUNTY:
 - (1) Shall not enter into or renew, replace or modify any agreement regarding the use, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on DISTRICT or the Property after the Close of Escrow absent the prior written approval of DISTRICT; and
 - (2) Shall maintain the Property in its condition as of the Effective Date, ordinary wear and tear excepted, and shall manage the Property substantially in accordance with COUNTY's established practices; and
 - (3) Shall make no material alteration to the Property without DISTRICT's prior written consent.

ARTICLE 7. DISTRICT'S REPRESENTATIONS AND WARRANTIES

- 7.01 DISTRICT's Representations and Warranties: DISTRICT represents and warrants to the COUNTY that each and every one of the matters set forth in this Article 7 is true and correct as of the Effective Date.
 - A. Authority; Binding Obligation: The execution and delivery by DISTRICT of this Agreement and DISTRICT's performance under this Agreement are within DISTRICT's powers and have been duly authorized by all requisite action.
 - B. Survival of Warranties: DISTRICT and COUNTY agree that each representation and warranty in this Article 7 shall survive the Close of Escrow.

ARTICLE 8. DISTRICT'S ACKNOWLEDGEMENTS

- 8.01 No Additional Representations: DISTRICT acknowledges and agrees that, except as expressly provided in this Agreement, COUNTY has not made, does not make, and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, of, as to, concerning, or with respect to: (i) the size and dimensions of the Property; (ii) the suitability of the Property for DISTRICT's intended use, including availability and adequacy of water, sewage, fire protection, and utilities; (iii) matters relating to title to the Property; (iv) compliance of the Property with governmental laws, statutes, rules, regulations, ordinances, or restrictions or requirements concerning the Property, (iv) natural hazards, including flood plain issues, currently or potentially concerning or affecting the Property; or (v) the physical, economic and environmental condition of the Property.

- 8.02 AS-IS Purchase: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, DISTRICT SPECIFICALLY ACKNOWLEDGES AND AGREES THAT COUNTY IS SELLING AND DISTRICT IS PURCHASING THE PROPERTY ON AN “AS-IS WITH ALL FAULTS” BASIS, THAT NO PATENT OR LATENT DEFECTS ON THE PROPERTY WHETHER KNOWN NOW OR DISCOVERED LATER SHALL AFFECT THIS AGREEMENT, AND THAT OTHER THAN AS EXPRESSLY PROVIDED IN ARTICLE 6, DISTRICT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM COUNTY AS TO ANY MATTERS CONCERNING THE PROPERTY.
- 8.03 Release by DISTRICT: DISTRICT, on behalf of itself and its successors and assignees, hereby waives, releases, remises, acquits and forever discharges COUNTY, its elected and appointed officials, employees, agents, and any other person acting on behalf of COUNTY, from any and all claims, actions, causes of action, legal or administrative proceedings, demands, rights, damages, costs, expenses and compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with:
- A. The physical condition of the Property.
 - B. The condition of title to the Property.
 - C. The presence on, under or about the Property of any Hazardous Material.
 - D. The Property's compliance with any applicable federal, state or local law, rule or regulation.
 - E. Any other aspect of the Property.

However, this release does not apply to COUNTY's breach of any of the representations and warranties of COUNTY set forth in this Agreement or to claims arising from or attributable to a material matter actually known to COUNTY (excluding constructive notice), and (a) not disclosed to DISTRICT, and (b) not discovered by DISTRICT prior to the Close of Escrow. In connection with foregoing waiver and release, DISTRICT expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR.”

DISTRICT's Initials

This Section 8.03 shall survive the Close of Escrow and the termination of this Agreement.

ARTICLE 9. NOTICES

- 9.01 Notices: All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if: (1) sent by email (upon confirmation by recipient); (2) delivered personally (upon delivery); or (3) deposited in the United States mail, postage prepaid and properly addressed as set forth below (three days after deposit). Notice given by any other means that is actually received shall also be effective with respect to the receiving PARTY.

Changes in contact person or address information shall be made by notice, in writing, to the other PARTY.

COUNTY:

County of Placer, Department of Facilities Management
Real Estate Services Division
Attention: Eric Findlay, Property Manager
11476 C Avenue
Auburn, CA 95603
Telephone: (530) 886-4900
Facsimile: (530) 889-6857
E-mail: eafindlay@placer.ca.gov

COPY TO:

County of Placer, Office of County Counsel
Attention: Clayton Cook
175 Fulweiler Avenue
Auburn, CA 95603
Facsimile: (530) 889-4069
E-mail: ccook@placer.ca.gov

DISTRICT:

Tahoe City Public Utility District
Attention: Sean Barclay, General Manager
P.O. Box 5249
221 Fairway Drive,
Tahoe City, CA 96145
Telephone: (530) 583-3796
Email: sbarclay@tcpud.org

DISTRICT GENERAL COUNSEL:

Porter Simon
Attention: Steve Gross
40200 Truckee Airport Road, #1
Truckee, CA 96161
Telephone: (530) 587-2002
Email: gross@portersimon.com

ARTICLE 10. MISCELLANEOUS

- 10.01 No Brokers: Both PARTIES acknowledge that neither PARTY has entered into an agreement with a real estate firm, broker or finder in connection with this sale, and no real estate firm, broker nor other person is entitled to any commission or finder's fee in connection with this sale. The COUNTY and DISTRICT each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, claim or expense incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying PARTY.
- 10.02 Captions: The captions of the sections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement. All references to article and section numbers refer to articles and sections in this Agreement.

- 10.03 Construction and Interpretation: It is agreed and acknowledged by the PARTIES that the provisions of this Agreement have been arrived at through negotiation, and that each of the PARTIES has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not apply in construing or interpreting this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine, and vice versa.
- 10.04 Severability: The invalidity of any term or provision of this Agreement as determined by a court of competent jurisdiction shall in no way effect the validity of any other provision hereof. Each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 10.05 Waiver: The waiver of any covenant, obligation or requirement under this Agreement must be in writing and signed by both PARTIES. Waiver by either PARTY of a breach of any covenant or a waiver of any obligation of this Agreement shall not constitute a waiver of any subsequent breach or obligation of this Agreement.
- 10.06 Benefit: This Agreement shall be binding upon and inure to the benefit of the successors and assigns (to the extent assignment is permitted) of each of the PARTIES hereto.
- 10.07 Joint and Several Liability: This Agreement is between COUNTY and DISTRICT, individually and severally. The named COUNTY is jointly and severally responsible and liable for the performance of all the terms, covenants and conditions contained in this Agreement, including all exhibits attached hereto.
- 10.08 Reasonableness of Terms: The PARTIES consider each and every term, covenant and provision of this Agreement to be material and reasonable.
- 10.09 Time of Essence: Time is of the essence with respect to the obligations to be performed under this Agreement.
- 10.10 Entire Agreement: This Agreement and any attachments or exhibits hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the PARTIES hereto concerning the subject matter addressed herein, and supersede all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.
- 10.11 Amendments: No revision or amendment to this Agreement shall be valid unless made in writing and signed by duly authorized representatives of both PARTIES.
- 10.12 Additional Documents: From time to time prior to and after the Close of Escrow, each PARTY shall execute and deliver such instruments of transfer and other documents as may be reasonably requested by the other PARTY to carry out the purpose and intent of this Agreement.
- 10.13 Dependency and Survival of Provisions: The respective warranties, representations, covenants, agreements, obligations and undertakings of each PARTY hereunder shall be construed as dependent upon and given in consideration of those of the other PARTY and shall survive the Close of Escrow and delivery of the Grant Deed.
- 10.14 California Law: The PARTIES hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The PARTIES hereto expressly agree that this Agreement shall be governed by, interpreted under and construed and enforced in accordance with laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, in Placer County. The PARTIES hereby waive any federal court removal rights and/or rights based on original jurisdiction that they may have.

- 10.15 Calculation of Time Periods: If any date for performance under this Agreement falls on a Saturday, Sunday or County holiday, then the date for performance shall be the next day which is not a Saturday, Sunday or County holiday, and the next time period shall be calculated from and after the date of such actual performance. Unless specifically described herein as calendar days, all time periods shall be calculated as working days.
- 10.16 Exhibits: The exhibits listed in this Agreement are hereby incorporated herein as if set forth in full.
- 10.17 Force Majeure: If either PARTY hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the PARTY obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- 10.18 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument.
- 10.19 Records: The PARTIES acknowledge that both the DISTRICT and the COUNTY are public entities subject to the Ralph M. Brown Act and the Public Records Act (Cal Govt. Code Sec. 54950 et seq and Cal Govt. Code Sec. 6250 et seq, respectively; (collectively the “**Acts**”). The PARTIES further acknowledge that the Purchase Price and other terms and conditions of this Agreement are subject to public disclosure as part of the PARTIES’ open session meeting considerations of this transaction. The PARTIES further acknowledge that this Agreement, and related transaction documents may be subject to public disclosure under the Acts.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the PARTIES have duly executed this Purchase and Sale Agreement, together with the herein-referred-to exhibits, which are attached hereto, on the day and year of the last signature below.

DISTRICT: Tahoe City Public Utility District

By: _____ Date: _____
Sean Barclay, General Manager

COUNTY: COUNTY OF PLACER, a political subdivision of the State of California

By: _____ Date: _____
Steve Newsom, Director
Department of Facilities Management

Approved as to Form

By: _____ Date: _____
District General Counsel

Approved as to Form

By: _____ Date: _____
County Counsel

Attachments:
Exhibit A: Property Legal Description
Exhibit B: Property Map

PROPERTY LEGAL DESCRIPTION

The land described herein is situated in the State of California, County of Placer, unincorporated area, described as follows:

A portion of the property conveyed to the County of Placer by Grant Deed recorded as Document No. 2021-0089784, Official Records of Placer County, being a portion of Parcel A as shown on that map filed in Book 12 of Parcel Maps, at Page 38, Official Records of Placer County, situated in the North half of Section 7, Township 15 North, Range 17 East, M.D.M., more particularly described as follows:

A fifty (50.00) foot wide strip of land lying entirely within said Parcel A, adjoining and lying westerly of, and parallel with the easterly boundary of said Parcel A.

The westerly sideline of said strip is to be prolonged or shortened to terminate on the northerly and southerly boundaries of said Parcel A.

PROPERTY MAP

