

**AGREEMENT TO CONVEY AN EASEMENT**  
**AND**  
**JOINT ESCROW INSTRUCTIONS**

This **AGREEMENT TO CONVEY AN EASEMENT AND JOINT ESCROW INSTRUCTIONS** (this "**Purchase Agreement**") is made as of the 7<sup>th</sup> day of April, 2026 (the "**Effective Date**"), by and between **ERIN MCCLURE**, in her capacity as Trustee of the Patricia Charley Trust ("**Seller**"), and the **CITY OF BLUE LAKE**, a California municipal corporation ("**Buyer**"). Buyer and Seller are also referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**".

**RECITALS**

WHEREAS, Seller owns real property located near the City of Blue Lake in Humboldt County, California identified by Assessor Parcel Numbers 312-131-037-000, 312-131-045-000, 312-131-046-000, and 312-190-010-000 (each, referred to herein as a "**Parcel**," collectively referred to herein as the "**Property**").

WHEREAS, beginning in 1912, the City has owned a leasehold interest in the Property recorded at Book 5, Page 302 of the Official Records of Humboldt County allowing the City to dig wells, and maintain reservoirs, tanks, and pipelines in and on a portion of the Property (the "**Lease**").

WHEREAS, in recognition that the term of the Lease has expired, Grantor has agreed to grant to the City certain easements (the "**Easement**") over, under, across, and on certain portions of the Property (the "**Easement Area**") to own, operate, replace, and maintain the water facilities consisting of a water tank, water line, related appurtenances, and access thereto, on the terms as set forth herein.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are material to the terms of this Agreement and the covenants and agreements of the parties contained herein, the parties hereto agree as follows:

**AGREEMENT**

1. **PURCHASE AND SALE.** Seller agrees to sell and convey the Easement to Buyer, and Buyer agrees to purchase the Easement from Seller, on the terms and conditions hereinafter set forth in this Purchase Agreement.

2. **PURCHASE PRICE.** The total purchase price for the Easement shall be Sixty Thousand Dollars (\$60,000) (the "**Purchase Price**"), payable as follows:

(a) Within five (5) business days after the Effective Date, Buyer shall deliver to Escrow Holder (as defined in Paragraph 12.1 below), the amount of Five Thousand Dollars (\$5,000) (the "**Deposit**") by good check or wire transfer of immediately available funds. The Deposit shall be

deemed to constitute adequate consideration for Buyer's right to terminate this Purchase Agreement at any time during the term of any Contingency (as defined in Paragraph 4.1 of this Agreement, below). The Seller expressly deems the Deposit to constitute adequate consideration in support of the enforceability of this Purchase Agreement, in its entirety. Upon Buyer's failure to terminate this Agreement within the time period permitted for Buyer to so terminate with respect to each contingency set forth in said Paragraph 4.1, or upon Buyer's express waiver of Buyer's right to terminate this Agreement with respect to any such contingency, the Deposit shall be deemed vested and shall be released to Seller upon Buyer's failure to Close Escrow for any reason other than Seller's default.

(b) The balance of the Purchase Price (i.e., the Purchase Price less the Deposit) shall be deposited in Escrow by Buyer prior to Close of Escrow for delivery to Seller by way of check of immediately available funds at the Close of Escrow.

(c) In addition to the Purchase Price, and solely as a transactional accommodation to facilitate this agreement, the City shall, at and conditioned upon the Close of Escrow, reimburse Seller for reasonable legal and professional fees actually incurred in connection with this transaction, in an amount not to exceed Five Thousand Dollars (\$5,000). Such reimbursement is not consideration for the Easement and shall not be deemed part of the Purchase Price.

### 3. TITLE / SURVEY.

3.1 Title. Title to the Easement shall be conveyed to Buyer upon the Close of Escrow by an Easement Deed, in substantially the form set forth in **Exhibit A** hereto, with title to the Easement evidenced by the commitment of the Escrow Holder to issue a standard CLTA policy of title insurance with liability in the amount of the Purchase Price showing title to the Easement vested in Buyer ("**Title Commitment**"). Within twenty (20) days of the Effective Date, Seller shall provide to Buyer a preliminary title report ("**Preliminary Report**") from a national title insurance company of Buyer's choice ("**Title Company**"), together with copies of all exceptions and the documents supporting exceptions shown in such Preliminary Report. Within ten (10) days of receipt of the Preliminary Report, Buyer shall review the Preliminary Report and notify Seller in writing (the "**Title Objection Notice**") of any title exceptions to which Buyer objects ("**Title Objections**"). Within ten (10) business days of receipt of the Title Objection Notice ("**Seller's Title Response Date**"), Seller shall notify Buyer as to which Title Objections, if any, Seller will cure prior to Close of Escrow (as defined in Paragraph 12.2 below). If Seller does not respond to the Title Objection Notice within ten (10) business days, then Seller shall be deemed to have elected to cure no Title Objections. If Seller does not elect to cure all Title Objections prior to Close of Escrow, then, at the option of Buyer, Buyer may (i) terminate this Purchase Agreement by providing written notice of such termination to Seller prior to 5:00 p.m. Pacific Time on the date that is ten (10) business days following Seller's Title Response Date, or (ii) proceed to close and take title subject to such Title Objections. In the event of termination as provided here in, the Deposit shall be returned to Buyer, the option consideration shall be returned to Seller, Buyer shall be responsible for the escrow costs, and the parties shall have no further rights, duties, liabilities or obligations hereunder, except for those matters that specifically survive termination of this Purchase Agreement. Any and all exceptions to

title to which Buyer does not object or which upon such objection, Seller does not agree to cure and Buyer does not elect to terminate this Purchase Agreement shall be deemed **"Permitted Exceptions"**.

#### **4. CONTINGENCIES.**

4.1 Buyer's obligation to purchase the Easement is subject to the following contingencies described in subparagraph (a) below in this Paragraph 4.1 (**"Contingencies"**). The following Contingency is for the sole benefit of Buyer and may be waived or deemed satisfied by Buyer in Buyer's sole and absolute discretion.

(a) Inspection/Due Diligence Contingency. Buyer's inspection and examination of the Condition of the Easement Area (as defined in Paragraph 9.1 below). Buyer shall have access to the Easement Area at reasonable times and shall have the right to conduct, at Buyer's expense, environmental investigations and such other studies with respect to the Condition of the Easement Area as Buyer may desire. Buyer shall have until 5:00 p.m. Pacific Time on the date which is **one hundred and twenty (120) days** following the Effective Date (the **"Inspection Period"**), to conduct such tests and studies, and to give written notice to Seller of any conditions unacceptable to Buyer. Buyer shall hold and save Seller harmless from and against any and all loss, cost, damage, liability, injury or expense, arising out of or in any way related to damage to property, injury to or death of persons, or the assertion of lien claims caused by such entry, inspection and implementation of environmental investigations and other studies with respect to the Condition of the Easement Area. If Buyer elects to terminate this Purchase Agreement by reason of failure of the Contingency set forth in this subparagraph (a), Buyer shall promptly upon such election deliver to Seller all written reports, studies and information prepared by third parties for Buyer which pertain to the Condition of the Easement Area.

4.2 If Buyer disapproves of the satisfaction of any Contingency within the applicable time periods provided above, Buyer's sole remedy shall be to terminate this Purchase Agreement and Seller shall have no obligation to remedy any Contingency which Buyer disapproves. If this Purchase Agreement terminates as a result of the failure of the satisfaction of any of the Contingencies, all sums and documents deposited in Escrow shall be returned to the parties who respectively deposited the same, and Buyer shall pay the Escrow costs, and the parties shall have no further rights, duties, liabilities or obligations hereunder, except for those matters that specifically survive termination of this Agreement. If the Deposit has become vested with respect to such Contingencies the Liquidated Damages provisions of Section 10, below, shall survive such termination and shall be applicable to the disposition of the Deposit.

4.3 If Buyer fails to give written notice to Seller of its disapproval of any Contingency within the respective applicable time limit set forth above in Paragraph 4.1, it shall conclusively be deemed that Buyer has waived such Contingency and such Contingency shall conclusively be deemed satisfied.

#### **5. [Intentionally Omitted.]**

#### **6. REPRESENTATIONS AND WARRANTIES BY SELLER.**

6.1 Seller makes the representations and warranties in this Paragraph 6, each and all of which shall survive any and all inquiries and investigations made by Buyer and shall survive the Close of Escrow and recordation of the Grant Deed.

6.1.1 The individual(s) signing this Purchase Agreement on behalf of Seller has the power and authority to enter into this Purchase Agreement and to consummate the transactions contemplated hereby.

6.1.2 To the best of Seller's knowledge, neither the entering into this Purchase Agreement nor the performance of any of Seller's obligations under this Agreement will violate the terms of any contract, agreement or instrument to which Seller is a party.

6.1.3 To Seller's actual knowledge (which shall mean the actual knowledge of Erin McClure, without necessity of an investigation of these matters) Seller has not been served (by means of formal, legal service of process as required by law) or formally notified in writing by any governmental or quasi-governmental authority (i) that the Easement Area or any adjoining property, contains or may contain any "**Hazardous Materials**" in violation of any "**Environmental Regulations**" (as those terms are defined in this Paragraph 6.1.3, below); or (ii) that the Seller has 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 Easement Area in violation of any Environmental Regulations. As used in this Purchase 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" shall mean (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, 42 U.S.C. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C.

Section 1801, et seq.; the Toxic Substances Control Act, 15 U.S.C., Section 2601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 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 42 U.S.C. Sections 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.

6.1.4 Seller has not leased to any person or entity (other than its existing lease with Buyer) all or any portion of the Easement Area that will extend beyond the Close of Escrow, and Seller shall ensure that any leases or other consents to any third party for the occupancy or use of the Easement Area will be terminated prior to the Close of Escrow and that the Easement Deed will convey to Buyer free and clear of any such leases or other use agreements.

6.2 If, prior to the Close of Escrow, new events have occurred which were beyond the control of Seller and which render any previously true representation or warranty untrue, Seller shall, within ten (10) days thereafter (but in no event after the Close of Escrow), disclose those matters by written notice to Buyer. Buyer shall have ten (10) days after the earlier of (i) such disclosure; or (ii) Buyer'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 Seller within said ten (10) day period, whether (1) to purchase the Easement or (2) terminate this Purchase Agreement. If Buyer elects to terminate this Purchase Agreement pursuant to this Paragraph 6.2, Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate this Purchase Agreement and all sums and documents deposited in Escrow shall be returned to the parties who deposited the same and Buyer shall pay all of Escrow costs. If Buyer fails to notify Seller and Escrow Holder of its election to terminate this Purchase Agreement within said ten (10) business day time period provided above, Buyer shall be deemed to have accepted the modified representations and warranties and elected to purchase the Easement.

6.3 Other than those express representations and warranties contained in Paragraphs 6.1 through 6.2 of this Purchase Agreement, above, Seller makes **no** warranty or representation, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, and all such other warranties are expressly disclaimed.

6.4 Except to the extent Seller has made a specific representation and warranty with respect thereto, no document or information provided by Seller to Buyer shall constitute a representation as to the completeness or accuracy of such documents or information.

## **7. REPRESENTATIONS AND WARRANTIES BY BUYER.**

7.1 Buyer makes the following representations and warranties in this Paragraph 7, each and all of which shall survive any and all inquiries and investigations made by Seller and shall survive the Close of Escrow and recordation of the Grant Deed.

7.1.1 Buyer has neither engaged nor dealt with any broker or finder in connection with the sale contemplated by this Purchase Agreement. Buyer shall pay any commission or finder's fee payable to any other party who represents or claims to represent Buyer.

7.1.2 Buyer is a California municipal corporation, duly organized, validly existing and in good standing under the laws of the State of California, and has the power and authority to enter into this Purchase Agreement and to consummate the transactions contemplated hereby. The Buyer, and the specific, individual parties signing this Purchase Agreement on behalf of Buyer represent and warrant that the parties signing this Purchase Agreement on behalf of the Buyer have the full legal power, authority and right to execute and deliver this Purchase Agreement.

7.1.3 Buyer has made or will make its own investigation concerning the Condition of the Easement Area (as said term is defined in Paragraph 9.1 of this Purchase Agreement, below), the condition of title or any other matter pertaining to the Easement, and, other than the specific representations and warranties made by Seller pursuant to Paragraphs 6.1 through 6.2 of this Purchase Agreement, above, Buyer is not relying on any representations, warranties or inducements of Seller with respect to the Condition of the Easement Area.

## **8. [Intentionally Omitted]**

## **9. "AS-IS" SALE; ASSUMPTION OF RESPONSIBILITIES.**

9.1 "As Is" Sale. Buyer and its representatives, prior to the Close of Escrow, will have been afforded the opportunity to make such inspections of the Easement Area and matters related thereto as Buyer and its representatives desire, including, without limitation, governmental laws and regulations and actions to which the Easement is subject, and Buyer shall accept the Easement upon the basis of its review and determination of the applicability and effect of such laws and regulations (the **"Condition of the Easement Area"**). Buyer acknowledges and agrees that the Easement is to be sold and conveyed to and accepted by Buyer in an "AS IS" condition with all

faults. Except for those limited representations and warranties stated in Paragraphs 6.1 through 6.4 of this Purchase Agreement, above, Seller does not make any representations or warranties, oral or written, past, present or future, of any kind whatsoever, either express or implied with respect to either the Easement or the condition, value, or quality of the Easement Area.

9.2 Effective as of the Close of Escrow and except for the limited representations and warranties and obligations of Seller contained in this Purchase Agreement, Buyer shall be deemed to have assumed any and all risks, obligations and liabilities relating to the Easement, expressly including, without limitation any and all risks, obligations and liabilities relating to the Condition of the Easement Area.

#### **10. [Intentionally Omitted]**

**11. BUYER'S RIGHT TO COMPEL SPECIFIC PERFORMANCE.** In the event of any breach or violation of this Agreement by Seller, Buyer expressly reserves the right to seek specific performance of the sale and conveyance of the Easement to Buyer, without limitation on any and all other rights and remedies available to Buyer at law or in equity.

#### **12. ESCROW AND CLOSING.**

12.1 As soon as possible after the Effective Date, Buyer and Seller shall open an escrow for the purpose of consummating the purchase and sale contemplated by this Purchase Agreement ("**Escrow**") by depositing an executed copy of this Purchase Agreement with Fidelity National Title Company, 515 J St, Eureka, CA 95501 ("**Escrow Holder**"). This Purchase Agreement shall constitute escrow instructions to Escrow Holder. Seller and Buyer shall, promptly upon request by Escrow Holder, execute such additional escrow instructions as may be reasonably required by Escrow Holder, including Escrow Holder's standard printed conditions and stipulations with respect to escrows concerning the purchase and sale of real property; provided, however, that if there is any conflict between the provisions of this Purchase Agreement and the provisions of any such additional instructions, the provisions of this Purchase Agreement shall prevail. Upon delivery to Escrow of a fully executed copy of this Purchase Agreement by both parties, Escrow shall be deemed opened on the terms and conditions set forth in this Purchase Agreement.

12.2 Escrow shall close, and the Grant Deed shall be recorded in the Office of the County Recorder of Humboldt County, California on or before the date which is **ten (10) days** following the expiration of the Inspection Period ("**Close of Escrow**"). Close of Escrow shall be deemed the Commencement Date of the Easement Deed and Agreement.

12.3 Within the time set forth below, or if none is specified, prior to the Close of Escrow, Seller shall deliver to Escrow Holder, or if so indicated, to Buyer, the following documents and items:

(a) At least one (1) day prior to the Close of Escrow, the duly executed and acknowledged Easement Deed.

12.4 Buyer shall deliver to Escrow Holder prior to the Close of Escrow the following documents and items:

(a) The balance of the cash portion of the Purchase Price set forth in Paragraph 2, together with an additional sum sufficient to cover Buyer's closing costs as set forth in Paragraph 12.7.1, below, and an additional sum sufficient to reimburse Seller's legal and professional fees as set forth in Paragraph 2, above.

(b) At least one (1) day prior to the Close of Escrow, the duly executed and acknowledged Easement Deed.

12.5 On the Close of Escrow, the Escrow Holder shall record the Easement Deed and shall deliver the monies and instruments to which each party is entitled pursuant to this Purchase Agreement, only when the Title Company is in a position to issue its CLTA policy of title insurance subject only (i) to the Permitted Exceptions; and (ii) Title Company's standard pre-printed exceptions, with liability in the amount of the Purchase Price, showing title to the Easement vested in Buyer ("**Title Policy**").

12.6 Upon Close of Escrow, the Easement shall be delivered to Buyer subject only to the Permitted Exceptions and the following items, documents and monies shall be delivered to the parties by Escrow Holder as set forth below:

(a) To Seller: the Purchase Price as set forth in Paragraph 2.

(b) To Buyer: the Title Policy.

12.7 Upon Close of Escrow, Escrow and title charges shall be paid in the manner provided below.

12.7.1 Seller shall pay:

(a) None, except as set forth in Paragraph 12.8, below.

12.7.2 Buyer shall pay:

(a) All recording fees; and

(b) The cost of any and all documentary transfer tax or stamps or other sales tax; and

(c) Escrow fees; and

(d) The cost of the Title Policy;

(e) Preliminary Title Report.

12.8 If Escrow fails to close as a result of the default of this Purchase Agreement by a party, the defaulting party shall pay all title and escrow charges; provided, however, that nothing in this Paragraph 12.8 shall be deemed to limit, and the provisions of this Paragraph 12.8 shall be in addition to, all other rights and remedies of the non-defaulting party pursuant to this Purchase Agreement.

**13. SURVIVAL OF CLOSE OF ESCROW.** All representations and warranties of the parties contained in or relating to this Agreement shall, except as expressly stated in this Agreement, survive the Close of Escrow and the recordation of the Easement Deed and shall not merge therein unless specifically stated otherwise in this Agreement for a period of five (5) years from the Close of Escrow after which they shall be of no further force and effect.

**14. NOTICES.** Any notices required by this Agreement or correspondence between the parties shall be addressed as follows, unless the parties shall provide written notice of a change:

Grantor: ERIN MCCLURE, Trustee of the Patricia Charley Trust

P.O. Box 1117  
Blue Lake, CA 95525-1117

City: City of Blue Lake  
C/O City Manager  
PO Box 458  
Blue Lake, CA 95525-0458

With copy to: Ryan T. Plotz  
The Mitchell Law Firm, LLP  
426 First Street  
Eureka, CA 95501  
E-mail: rplotz@mitchelllawfirm.com

**15. ENTIRE AGREEMENT.** This Purchase 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 Purchase 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 Purchase Agreement may not be modified except by a written agreement signed by both Buyer and Seller. Without limiting the foregoing, Buyer and Seller 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 Purchase Agreement.

**16. BINDING EFFECT.** This Purchase 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.

**17. WAIVER.** No waiver by any party at any time of any breach of any provision of this Purchase 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.

**18. CAPTIONS AND HEADINGS.** The captions and paragraphs numbers appearing in this Purchase Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Purchase Agreement.

**19. COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Purchase 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. Electronic scan signatures and/or facsimile signatures shall be deemed to constitute originals.

**20. 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, if a State action, in the Superior Court of the State of California for the County of Humboldt, or if a Federal action, in the District of the United States District Court in which the Easement is located.

**21. ATTORNEYS' FEES.** If either party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the Court.

**22. TIME OF ESSENCE.** Time is of the essence with respect to all matters contained in this Purchase Agreement.

**23. DATE OF AGREEMENT.** All references in this Purchase Agreement to the "Effective Date", "the date of this Purchase Agreement" or "the date hereof" shall be deemed to refer to the date set forth in the first paragraph of this Purchase Agreement.

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

**25. NO RECORDATION.** Buyer shall not record this Purchase Agreement, any memorandum of this Purchase Agreement, any assignment of this Purchase Agreement, or any other document which would cause a cloud on the title to the Property.

**26. DRAFTING OF AGREEMENT.** Buyer and Seller acknowledge that this Purchase Agreement has been negotiated at arm's length, that each party has been represented by

independent counsel and that this Purchase Agreement has been drafted by both parties and no one party shall be construed as the draftsman.

**27. NO THIRD PARTY BENEFICIARY RIGHTS.** This Purchase Agreement is entered into for the sole benefit of Buyer and Seller and no other parties are intended to be direct or incidental beneficiaries of this Purchase Agreement and no third party shall have any right in, under or to this Purchase Agreement.

**28. INCORPORATION OF EXHIBITS.** Each and all of the exhibits attached to this Purchase Agreement are incorporated herein as if set forth in full in this Purchase Agreement.

SIGNATURE PAGE FOLLOWS THIS PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Easement Deed to be duly executed as of the date first written above.

GRANTOR:

ERIN MCCLURE, in her capacity as Trustee of  
the Patricia Charley Trust

By: Erin McClure

Name: Erin McClure

Title: Trustee

GRANTEE:

THE CITY OF BLUE LAKE

By: Jennie Short

Name: Jennie Short

Title: City Manager

#### **SCHEDULE OF EXHIBITS**

**Exhibit A – Form of Easement Deed**