

**REAL ESTATE DONATION
MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE NICHOLAS G. REPANICH AND SUSAN M. REPANICH TRUST AND
PARADISE RECREATION AND PARK DISTRICT**

This Memorandum of Understanding (the “MOU”) is executed on the date last set forth below opposite the parties’ signatures by and between Nicholas G. Repanich and Susan M. Repanich, Trustees of the Nicholas G. Repanich and Susan M. Repanich Trust (the “Trust”) and Paradise Recreation and Park District, a California recreation and park district (the “District”) and is based on the following facts:

A. The Trust owns all of that certain undeveloped real property situated in Butte County, California, commonly known as Butte County Accessor’s Parcel Nos. 065-260-001, consisting of approximately 5.36 acres and 058-130-035, consisting of approximately 1.14 acres (collectively, the “Property”).

B. The District is a California recreation and park district formed under California Public Resources Code Sections 5780, et seq., whose Employer Identification Number is 94-600-3009.

C. The Trust wishes to gift, transfer, and contribute the Property to the District for use by the District for public recreation and park purposes.

D. In order to determine whether or not it can accept the Property for public recreation and park purposes, the District first must obtain, at its sole cost and expense, and approve, in its sole and absolute discretion, such reports, analyses, and studies it deems necessary or appropriate (collectively, the Reports”), including, but not limited to, the following: (1) a preliminary title report of the Property; (2) a Phase One Environmental Assessment of the Property; (3) a survey of the Property; and (4) an appraisal of the Property (the “Appraisal”).

E. Trust acknowledges that District will incur substantial expense in obtaining the Reports that it otherwise would not incur but for its reliance upon this MOU and the agreement of the Trust to gift, transfer, and contribute the Property to the District for public recreation and park purposes.

In consideration of the foregoing facts and of the mutual conditions, covenants, and agreements set forth below, the Trust and the District agree as follows:

1. **Trust Gift of Property.** Subject to satisfaction of the condition precedent discussed in Section 2 below, the Trust hereby agrees to gift, transfer, and contribute the Property to the District for District's use of the Property for public recreation and park purposes. Subject to satisfaction of the condition precedent set forth in Section 2 below, District shall accept the Property in its "AS-IS" condition without reliance on any representations or warranties of the Trust relating thereto, save and except the Trust's representation that is the sole owner of the Property with the full right and authority to gift, transfer, and contribute it to the District.

2. **Condition Precedent.** The District shall provide copies of the Reports to the Trust upon its receipt of the same. The District shall have 45 days from the date it receives the last of the Reports to be delivered to it in which to inform the Trust in writing that it accepts the gift of Property in the condition of the Property described in the Reports and not on the basis of any representations and/or warranties made by the Trust as to the Property or the condition thereof. The Trust understands and agrees that acceptance of the Property by the District from the Trust is conditioned expressly upon the District's receipt, review, and acceptance of the Reports, which acceptance shall be in the sole and absolute discretion of the District. In the event the District does not accept the transfer and contribution of the Property to it for any reason other than a material concern as to title to or the condition of the Property noted in any of the Reports, the District shall bear at its sole cost and expense all costs for the preparation, and completion of the Reports. If, however, the District does not accept the gift of the Property from the Trust due to any such material concern set forth in any of the Reports, including, without limitation, a condition preventing use of the Property for public recreation and park purposes, a condition suggesting uncertainty as to title to or the legal description of the Property, a condition suggesting the presence of hazardous substances on any of the Property, and such other material concerns affecting the District's use of the Property for public recreation and park purposes, the Trust shall reimburse the District for up to \$1,000 towards the cost of the Reports.

3. **Gift of Property.** Upon satisfaction of the above condition precedent, the District shall open an escrow with Mid Valley Title and Escrow Company, 6848 Skyway, # D, Paradise, CA (the "Escrow") to facilitate consummation of the gift and transfer of the Property to it. Subject to Section 4.

below the District shall be solely responsible for and pay any and all fees and costs incurred in connection therewith.

4. **Failure to Consummate Gift.** In the event the Trust for any reason other than those discussed in Section 2 above fails prior to consummate of the gift, transfer, and contribution of the Property to the District pursuant to the terms hereof within a reasonable time after satisfaction of the above condition precedent, the Trust shall reimburse the District for any and all costs incurred by the District in obtaining the Reports as well as its costs and expenses, including reasonable attorney's fees incurred by it in connection with preparation hereof, the review of the Reports, and the gifting and transfer of the Property up to the time such failure by the Trust, including any fees and costs of the Escrow.

5. **Right to Enter Upon Property.** Pursuant to this MOU, the Trust grants the District, its directors, officers, employees, agents, and contractors, and each of them (collectively, the "Authorized Individuals") the right to enter upon the Property for purposes of inspecting the Property and conducting the work necessary for the preparation of the Reports and each of them. In consideration therefor, the District agrees to indemnify and hold the Trust free and harmless from any and all claims, demands, actions, causes of actions, injuries, damages, liability, and/or judgments arising out of or any way connected with any entry upon the property by any of the Authorized Individuals. Additionally, should access by any of the Authorized Individuals result in damage to the Property, the District shall, at its sole cost and expense, restore to the extent reasonably possible, the Property to the condition it was in immediately preceding such damage.

6. **Attorney's Fees and Costs.** Should any dispute or disagreement arise among the Trust and the District over the terms, conditions, and/or interpretation of this MOU, the prevailing party thereto shall be entitled to recover from the other party, in addition to its damages arising therefrom, its attorney's fees in enforcing the provisions hereof.

7. **Binding Agreement.** While the Trust and the District may prepare a more complete agreement evidencing the transfer and contribution of the Property by the Trust to the District pursuant to the provisions hereof, the Trust and the District agree that this MOU shall be fully binding upon the parties

hereto and may be enforced in an action filed in Butte County Superior Court if necessary to enforce the terms hereof.

Executed in Butte County, California on the dates set forth below opposite the parties' signatures below.

TRUST:
Nicolas G. Repanich and Susan M.
Repanich Trust

___, 2021

By: _____
Nicholas G. Repanich, Trustee

___, 2021

By: _____
Susan M. Repanich, Trustee

DISTRICT:
Paradise Recreation and Park District, a
California recreation and park district

___, 2021

By: _____
Dan Efseaff, District Manager