

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
INDIAN VALLEY COMMUNITY SERVICES DISTRICT

Resolution #0102

Adopted: Special Meeting, January 14th, 2002, 10:00AM

WHEREAS the District has entered into an agreement to purchase a certain parcel of real property from its present owner, Terry D. Hamilton, subject to approval of this Board, such property described in full in a deed recorded as Document #2001-08409, records of Plumas County, California; and

WHEREAS the terms of such purchase agreement are contained in a letter, dated January 11th, 2002, from attorney Peter C. Hentschel, acting on behalf of the District, to Suzanne Conry, acting on behalf of Terry D. Hamilton, a copy of which letter is attached to this resolution as Exhibit A; and

WHEREAS the District wishes to borrow Fifteen Thousand Dollars from Centella Tucker of Greenville, California, for the purpose of completing the purchase agreement and, once such purchase agreement is completed, to immediately sell all but five (5) acres of such property to Centella Tucker for Ninety Thousand Dollars on the following terms and conditions: Fifteen Thousand Dollars in cash, and a promissory note, secured by a first deed of trust against the property sold, for Seventy Five Thousand Dollars, without interest, all due and payable sixty days after the date of such note; and

WHEREAS Centella Tucker has offered to loan Fifteen Thousand Dollars to the District for the purposes set forth above and has agreed to purchase the property, excepting five (5) acres thereof, from the District (which five acres is described in Exhibit B attached hereto), on the terms described above, forthwith upon completion of the transfer from Terry D. Hamilton,

NOW THEREFORE it is

RESOLVED that the District approves the terms of the above described agreement to purchase Terry D. Hamilton's interest in the described property; and it is

FURTHER RESOLVED that upon confirmation that Terry D. Hamilton will complete his agreement to sell the property to the District, the District accepts Centella Tucker's offer to loan the District Fifteen Thousand Dollars, which funds shall be used to complete the District's contract with Terry D. Hamilton, and for no other purpose, and the District is hereby authorized to execute a promissory note to Centella Tucker, which note shall bear no interest and shall be all due and payable thirty days after its creation; and it is

FURTHER RESOLVED that upon completion of the sale of the property from Terry D. Hamilton to the District, the District shall forthwith sell the property, excepting the five (5) acre

portion thereof shown on Exhibit B hereto, to Centella Tucker on the terms and conditions set forth above, with her promissory note accepted as a credit against the cash portion of the purchase price; and it is

FURTHER RESOLVED that the District shall employ Cal-Sierra Title Company, Quincy office, to consummate the sales described in this resolution.

DULY ADOPTED BY THE BOARD ON JANUARY 14TH, 2002:

AYES:

NOES:

Abstain:

Director Nancy Lund	Aye
Director James Peter	Aye
Director Mark Delizio	Aye
Director Timothy Kearns	Aye

Director Williamson/Abstain

ATTEST:

Sharal Robinson
Secretary to the Board of Directors

EXHIBIT A

Peter C. Hentschel
Attorney at Law
75 Court Street
Quincy, CA 95971
(530) 283-1110

January 11th, 2002

Suzanne Conry
P.O. Box 273210
Fort Collins, Colorado 80527

Dear Ms. Conry:

Attached are copies of documents intended to consummate an agreement reached yesterday afternoon and this morning on the telephone with Jim Panash, acting on behalf of Terry D. Hamilton, as follows:

- a. Terry will transfer all of the Greenville property that he acquired from Louisiana-Pacific Corporation in January of 2000 to the Indian Valley Community Services District;
- b. Sharon Hamilton will sign a new interspousal transfer deed to confirm that she has no community property interest in the Greenville property;
- c. The Indian Valley Community Services District will pay Suzanne Conry, on behalf of Terry D. Hamilton, Fifteen Thousand Dollars (\$15,000.00), without offset or deduction.

To carry out this transaction I have employed Cal-Sierra Title Company, P.O. Box 238, Quincy, California 95971. Per the enclosed escrow instructions, they will pay you the cash amount set forth above when they have received the two deeds and have determined that neither of the Hamiltons have further encumbered the property, with the exception of real property taxes that have accrued during the Hamilton's ownership. As you can see from the instructions, escrow will close within two business days of receipt of the above documentation.

Please let me know if you have any questions or concerns about this matter. I will attempt to e-mail clean copies of the above documents to you.

Sincerely,


Peter Hentschel

EXHIBIT B

INDIAN VALLEY COMMUNITY SERVICES DISTRICT

Description of 5 Acre Parcel within old Cheney Mill Site (Portion of Parcel described in Book 79 of Deeds at Page 493)

Being a portion of the southeast $\frac{1}{4}$ of Section 2, Township 26 North, Range 9 East, MDM, more particularly described as follows:

Beginning at a point on the northerly right-of-way line of State Route 89, from which the record position (per 79 D 493) of the southeast corner of said Section 2 bears South $58^{\circ}26'$ West, 784.78 feet; thence along the easterly line of that certain parcel of land described in Volume 79 of Deeds at Page 493 in the Plumas County Recorder's Office, North $00^{\circ}40'$ West, 400.92 feet to a point on the southerly right-of-way line of the Burlington Northern Railroad (formerly Western Pacific Railroad); thence along said southerly right-of-way line, North $80^{\circ}48'$ West, 1425.93 feet to the **TRUE POINT OF BEGINNING** of this description, which point bears North $35^{\circ}34'21''$ West, 1278.24 feet from said record position of the southeast corner of said Section 2; thence continuing along said southerly right-of-way line, North $80^{\circ}48'$ West, 856.93 feet to the northwest corner of the above-described parcel of land; thence along the westerly line of said parcel, South $09^{\circ}22'$ West, 193.31 feet to a point on said northerly right-of-way line of State Route 89; thence along said right-of-way line, South $71^{\circ}52'$ East, 598.98 feet; thence along a 3950.00 foot radius curve to the left, through a central angle of $03^{\circ}26'32''$ and an arc length of 237.30 feet; thence leaving said right-of-way line, North $14^{\circ}41'28''$ East, 317.57 feet to the **TRUE POINT OF BEGINNING**.

This Parcel contains 5.00 Acres and is a portion of Assessor's Parcel 110-330-003.

