Georgetown Divide Recreation District

Today is July 19th, 2017 It is a fantastic day!

Board Members

Aloha Adams Cool area

Kim Taylor Greenwood area

Mark Arnold Georgetown area

Lisa Gillard Garden Valley / Kelsey area

Kris Syversen Pilot Hill area

Staff

Carl Clark General Manager

Jacqui Brunton Community Services Supervisor / Administrative Asst.

Jayne Captein Recreation Coordinator

Liz Dowell Office Assistant Sue Hennike, Principal Administrative Analyst County of El Dorado Chief Administrative Office 330 Fair Lane Placerville, CA 95667-4197

Re: Disbursement of Park Impact Fees for the purchase of Greenwood Park Property

Dear Ms. Hennike:

Per your directive we are making this request for disbursement of Georgetown Divide Recreation District (GDRD) Park Impact Fees.

AMOUNT OF REQUEST - \$ 95,000.00

USE OF FUNDS – Funds will be used to acquire 3 parcels of land adjacent the District Greenwood Park and Old Schoolhouse as outlined in the attached sales agreement with \$85,000 in purchase price and estimated \$10,000 in closing costs

RELATIONSHIP BETWEEN THE PROJECT AND THE PURPOSE OF THE FEES -

The purpose of the Park Impact fees imposed and collected on new residential development within the District is for development of parks and recreational facilities to meet the needs of the new residential population generated by new residential development. The park impact fees ensure that new development will not burden existing development with the cost of facilities required to accommodate growth as it occurs within the District.

Specifically, the District intends to acquire 3 parcels of land of approximately 3 acres of property for the eventual development of additional park land for use by the growing local population. Development will be completed within an estimated 5 year period using a combination of District tax revenues and additional Park Impact Fees in a phased development plan to be approved through input from the community.

GDRD has conducted several public meeting gaining input from the local community including a Town Hall meeting on May 17, 2017. There was wide-spread support for the acquisition. To date the primary uses suggested were development of sports fields and additional support facilities for the Old Greenwood Schoolhouse for parking and restrooms expanding usage of the facility. Specific plans will be developed through a community input process.

Thank you for your assistance. Please contact me if additional information is required. My direct line is 530-333-9500.

Yours in Community Service

GEORGETOWN DIVIDE RECREATION DISTRICT

Carl Clark, General Manager

Secretary/Clerk to the Board of Directors

Attachments

Resolution of the Georgetown Divide Recreation District RESOLUTION # 2017.7.1

Approving the purchase of property adjacent to Greenwood Park

WHEREAS, the Georgetown Divide Recreation District was formed in 1988 under provisions contained in the California State Public Resources Code Section 95000 et.al as an independent special district agency and an approved political subdivision of the State of California, governed by an elected Board of Directors; and

WHEREAS, the Georgetown Divide Recreation District Board of Directors conducted public input sessions on the possible acquisition of property adjacent to Greenwood Park as described in Exhibit "A" with records of those sessions contained in the Official minutes of the Georgetown Divide Recreation District Board of Directors; and,

WHEREAS, the public input sessions were advertised and noticed as required by law; and,

WHEREAS, the Board received an offer to consider acquisition of adjacent property from Georgetown CA Congregation of Jehowah's Witnesses to transfer ownership of the property to provide additional recreational opportunities for the residents of the Georgetown Divide Recreation District, and

WHEREAS, the Board found the attached (Exhibit "A") conditions and terms of sale acceptable and did cause opening of escrow and direction to prepare transfer documents; and,

NOW, THEREFORE, BE IT RESOLVED that the Georgetown Divide Recreation District:

- 1. Approves the acquisition of the said property as described in Exhibit "A"; and;
- 2. Certifies that the District has legal authority to own, operate and maintain the Greenwood Park as provided in Public Resource Code granting powers to Park and Recreation Districts; and
- 3. Certifies that the Board has reviewed, understands and agrees to the provisions and terms in Exhibit "A"; and
- 4. Appoints the Chairperson of the Board, currently Kris Syversen, and the Secretary/Clerk of the Board of Directors, currently Carl Clark, General Manager as agents to conduct all final negotiations, execute and submit all documents including, but not limited to, title documents, required declarations, and certifications necessary to complete the transfer of the property.
- I, the undersigned, hereby certify that the foregoing Resolution Number 2017-7-1 was duly adopted by the Georgetown Divide Recreation District Board of Directions on July 19, 2017 following a roll call vote:

Ayes:

Arnold, Gillard, Syversen, Taylor

Noes

none

Absent:

Adams

Attested to:

Carl Clark, General Manager

Secretary/Clerk to the Board of Directors



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form VLPA, Revised 12/15)

Da	te l	Prepared: <i>July 18</i> , <i>2017</i>
1.	OI	FFER:
	Α.	THIS IS AN OFFER FROM Georgetown Divide Recreation District ("Buyer"),
	В.	THE REAL PROPERTY to be acquired is 4090 Hwy 193 , situated in Greenwood (City), El Dortado (County), California, 95635 (Zip Code), Assessor's Parcel No.074-173-03/06/12 ("Property").
		Greenwood (City), El Dortado (County), California, 95635 (Zip Code), Assessor's Parcel No.074-173-03/06/12 ("Property").
	^	Further Described As (Three parcels)
	C.	THE PURCHASE PRICE offered is <u>Eighty-Five Thousand</u>
	D	CLOSE OF ESCROW - 1-11 Dollars \$ 85,000.00
	υ.	CLOSE OF ESCROW shall occur on
2	Δ.	Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.
۷.		
	Α.	DISCLOSURE: The Parties each acknowledge receipt of a x "Disclosure Regarding Real Estate Agency Relationships"
		(C.A.R. Form AD).
	Ь.	CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
		Listing Agent Premier Foothill Properties (Print Firm Name) is the agent of (check one): Selling Agent Seller.
		Line Seller exclusively; or X both the Buyer and Seller.
		Selling Agent Premier Foothill Properties (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or the Buyer and Seller.
	C	Esting Agent of the agent of (check one):
	U.	- 9-2011 ALTO DOTENS AND SELLERS. THE Parties each acknowledge receipt of a 1M "Possible Representation
2	FIN	of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
٥.	Δ	NANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.
	Λ.	INITIAL DEPOSIT: Deposit shall be in the amount of
		(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds
		transfer, Cashier's check, personal check, other within 3 business days
	OF	after Acceptance (or
	٠.	to the agent submitting the offer (or to), made payable to
		to the agent submitting the offer (or to), made payable to The deposit shall be held uncashed until Acceptance and then deposited
		Deposit checks given to agent shall be an original signed check and not a copy.
	(No	ote: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)
	В.	INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$
		within Days After Acceptance (or
		If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased
		deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID)
		at the time the increased deposit is delivered to Escrow Holder.
	C.	ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on
		Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to
		this offer or Buyer shall, within 3 (or) Days After Acceptance, Deliver to Seller such verification.
	D.	LOAN(S):
		(1) FIRST LOAN: in the amount of
		This loan will be conventional financing or FHA, VA, Seller financing (C.A.R. Form SFA),
		assumed financing (C.A.R. Form AFA), subject to financing, Other
		loan shall be at a fixed rate not to exceed % or, _ an adjustable rate loan with initial rate not
		to exceed%. Regardless of the type of loan, Buyer shall pay points not to exceed%
		of the loan amount.
		(2) SECOND LOAN in the amount of
		This loan will be conventional financing or Seller financing (C.A.R. Form SFA).
		(C.A.R. Form AFA), subject to financing Other This loan shall be at a fixed
		rate not to exceed % or, an adjustable rate loan with initial rate not to exceed %
		Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount
		(3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or) Davs After Acceptance to
		Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests
		Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless
		agreed in writing. A FHAVA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction
	E.	ADDITIONAL FINANCING TERMS:
		(antingent upon Allage at funds for
		DAK PORPACT FYL FUNDS BY FI NOVENTA
		[OVn 14.
uy	er's	Initials (LK5) (Seller's Initials () ()
		015, California Association of REALTORS®, Inc.
L	4	REVISED 12/15 (PAGE 1 OF 11)

Fax:

Property Address: 4090 Hwy 193, Greenwood, 95635	Date: July 18, 2017
Property Address: 4090 Hwy 193, Greenwood, 95635 F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of the deposition of the depo	ount of \$
to be deposited with Escrow Holder pursuant to Escrow Holder instruction. G. PURCHASE PRICE (TOTAL):	tions
H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buy	er (or Buyer's lender or loan broker pursuant to paragraph
3J(1)) snall, within 3 (or) Days After Acceptance, Deliver to Selle	er written verification of Buyer's down payment and closing
costs. (Verification attached.)	
I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (Property by a licensed or certified appraiser at no less than the purchase the purchase that the purchase the purchase the purchase that the purchase the p	hase price Ruyer shall as specified in paragraph 10P(3)
in whiling, remove the appraisal contingency or cancel this Agreement	within 17 (or) Days After Acceptance.
J. LOAN TERMS:	
(1) LOAN APPLICATIONS: Within 3 (or) Days After Acceptance or loan broker stating that, based on a review of Buyer's written	e, Buyer snall Deliver to Seller a letter from Buyer's lender
preapproved for any NEVV loan specified in paragraph 3D. If any loan	I specified in paragraph 3D is an adjustable rate loan, the
prequalification or preapproval letter shall be based on the qualifying ra	ate not the initial loan rate (Letter attached)
(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith loan(s) specified above is a contingency of this Agreement unless other	to obtain the designated loan(s). Buyer's qualification for the
the appraisal contingency has been waived or removed, then failure of the	e Property to appraise at the purchase price does not entitle
buyer to exercise the cancellation right pursuant to the loan contingency	if Buyer is otherwise qualified for the specified loan. Buyer's
contractual obligations regarding deposit, balance of down payment and c (3) LOAN CONTINGENCY REMOVAL:	losing costs are not contingencies of this Agreement.
Within 21 (or) Days After Acceptance, Buyer shall, as specified	in paragraph 19 in writing remove the loan contingency
or cancel this Agreement. If there is an appraisal contingency, remova	al of the loan contingency shall not be deemed removal of
trie appraisai contingency.	
(4) NO LOAN CONTINGENCY: Obtaining any loan specified above obtain the loan and as a result Buyer does not purchase the Property, Seller	is NOT a contingency of this Agreement. If Buyer does not
(5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from	any source for closing or other costs that is agreed to by
the Parties (Contractual Credit") shall be disclosed to Buyer's lender	er. If the total credit allowed by Ruver's lender ("Lender
Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit, and (ii) in the absence of a separate written agreement between	ntractual Credit shall be reduced to the Lender Allowable
the purchase price to make up for the difference between the Contracti	ual Credit and the Lender Allowable Credit
K. BUYER STATED FINANCING: Seller is relying on Buyer's represent	tation of the type of financing specified (including but not
limited to, as applicable, all cash, amount of down payment, or cor specific closing date, purchase price and to sell to Buyer in reliance	ntingent or non-contingent loan). Seller has agreed to a
pursue the financing specified in this Agreement. Seller has no ob-	oligation to cooperate with Buyer's efforts to obtain any
inancing other than that specified in the Agreement and the availability	ty of any such alternate financing does not excuse Buyer.
from the obligation to purchase the Property and close escrow as speci L. SELLER FINANCING: The following terms (or the terms specified in	ified in this Agreement.
SFA) apply ONLY to financing extended by Seller under this Agreemen	nt.
(1) BUYER'S CREDIT-WORTHINESS: Buyer authorizes Seller and/or credit report. Within 7 (or) Days After Acceptance	Brokers to obtain, at Buyer's expense, a copy of Buyer's
reasonably requested by Seller.	e, Buyer shall provide any supporting documentation
(2) TERMS: Buyer's promissory note, deed of trust and other documents	as appropriate shall incorporate and implement the following
additional terms: (i) the maximum interest rate specified in paragraph	3D shall be the actual fixed interest rate for Seller financing:
(ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEF, REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escro	AULT on senior loans; (III) Buyer shall sign and pay for a
deed of trust shall contain an acceleration clause making the loan due.	, when permitted by law and at Seller's ontion upon the sale
or transfer of the Property or any interest in it; (v) note shall contain a	a late charge of 6% of the installment due (or) if
the installment is not received within 10 days of the date due; (vi) title shall be provided insuring Seller's deed of trust interest in the Proper	e insurance coverage in the form of a joint protection policy
Buyer); and (VII) tax service shall be obtained and paid for by Buyer to i	notify Seller if property taxes have not been paid
(3) ADDED, DELETED OR SUBSTITUTED BUYERS: The addition, of	deletion or substitution of any person or entity under this
Agreement or to title prior to Close Of Escrow shall require Seller's Seller's sole discretion. Any additional or substituted person or enti	s written consent. Seller may grant or withhold consent in
documentation as required for the original named Buyer. Seller	and/or Brokers may obtain a credit report at Buyer's
expense, on any such person or entity.	*** F
M. ASSUMED OR "SUBJECT TO" FINANCING: Seller represents that	t Seller is not delinquent on any payments due on any
loans. Seller shall, within the time specified in paragraph 19, provide balances and current interest rates to Buyer. Buyer shall then, as sp	ecified in paragraph 198(3), remove this contingency or
cancel this Agreement. Differences between estimated and actual loar	balances shall be adjusted at Close Of Escrow by cash
down payment. Impound accounts, it any, shall be assigned and charc	ged to Buyer and credited to Seller. Seller is advised that
Buyer's assumption of an existing loan may not release Seller from lia the sale is contingent upon Seller being provided a release of liability	ibility on that loan. If this is an assumption of a VA Loan,
writing. If the Property is acquired subject to an existing loan, Buye	er and Seller are advised to consult with legal counsel
regarding the ability of an existing lender to call the loan due, and the co	onsequences thereof.
Buyer's Initials (EKS) (OT F	Seller's Initials () ()
VLPA REVISED 12/15 (PAGE 2 OF 11) VACANT LAND PURCHASE AGREEMENT	(VI DA DACE 2 OF 11)
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michie	(VLPA PAGE 2 OF 11) СФРОСКТИНПТУ gan 48026 www.zipLogix.com 4090 Hwy 193
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	roperty Address: 4090 Hwy 193, Greenwood, 95635	Date: <i>July 18, 2017</i>
	SALE OF BUYER'S PROPERTY:	
	A. This Agreement and Buyer's ability to obtain financing are NOT	Γ contingent upon the sale of any property owned by Buyer.
	in the attached addendum (C.A.R. Form COP).	contingent upon the sale of property owned by Buyer as specified
٠.	MANUFACTURED HOME PURCHASE: The purchase of the manufactured home to be placed on the Property after Close Of purchase of a personal property manufactured home.	Escrew Buyer has been not entered into a personal property
	purchase of a personal property manufactured home. Within	the time specified in paragraph 10. Pures shall remove this
	contingency of cancel this Adreement, (or this contingency shall	remain in effect until the Class Of Eggroup of the Dranget A
6.	CONSTRUCTION LOAN FINANCING: The purchase of the Pr	roperty is contingent upon Ruyer obtaining a construction loan. A
	draw from the construction loan will will not be used to finance	ce the Property Within the time specified in paragraph 10. Ruyou
	shall remove this contingency or cancel this Agreement (or this	s contingency shall remain in effect until Close Of Escrow of the
7	Property).	
	ADDENDA AND ADVISORIES: ADDENDA:	
Α.		Addendum # (C.A.R. Form ADM)
	Back Up Offer Addendum (C.A.R. Form BUO)	Court Confirmation Addendum (C.A.R. Form CCA)
	Septic, Well and Property Monument Addendum (C.A.R. Form S	
	Short Sale Addendum (C.A.R. Form SSA)	Other
R	BUYER AND SELLER ADVISORIES:	No. 11 di Alla
υ.	Probate Advisory (C.A.R. Form PA)	Buyer's Inspection Advisory (C.A.R. Form BIA)
	Trust Advisory (C.A.R. Form TA)	Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
	Short Sale Information and Advisory (C.A.R. Form SSIA)	REO Advisory (C.A.R. Form REO)
8	OTHER TERMS: "As la" Addardises and Bulletin SIA)	X Other
٠.	OTHER TERMS: "As Is" Addendum and Release, Indemnity, ar	nd Hold Harmless Agreement are a part of this contract.
9.	ALLOCATION OF COSTS	
	A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless other	erwise agreed, in writing, this paragraph only determines who is
	to pay for the inspection, test, certificate or service ("Report") me recommended or identified in the Report.	entioned; it does not determine who is to pay for any work
	(1) Buyer X Seller shall pay for a natural hazard zone disclosure	o roport including toy.
	prepared by <i>Property ID</i>	e report, including tax environmental Other:
	(2) Buyer Seller shall pay for the following Report	
	prepared by	
	(3) Buyer Seller shall pay for the following Report	
	prepared by	
	(1) (a) X Buyer X Seller shall pay escrow fee 50/50	
	(b) Escrow Holder shall be <u>Stewart Title</u>	
	(c) The Parties shall, within 5 (or) Days After receipt, sign	and return Escrow Holder's general provisions
	(2) (a) X Buyer X Seller shall pay for owner's title insurance policy	specified in paragraph 18F 50/50
	(b) Owner's title policy to be issued by Stewart Title	
	(Buyer shall pay for any title insurance policy insuring Buyer's le	ender, unless otherwise agreed in writing.)
	C. OTHER COSTS:	
	(1) Buyer X Seller shall pay County transfer tax or fee	
	(2) Buyer Seller shall pay City transfer tax or fee (3) Buyer Seller shall pay Homeowners' Association ("HOA	\"\ transfer foe
	(4) Seller shall pay HOA fees for preparing all documents require	red to be delivered by Civil Code 84525
	(5) Buyer to pay for any HOA certification fee.	·
	(6) Buyer Seller shall pay HOA fees for preparing all documents	ments other than those required by Civil Code \$4525.
	(1) Buyer Seller shall pay for any private transfer fee	
	(a) Dayer Gener shall pay for	
10	(9) Buyer Seller shall pay for CLOSING AND POSSESSION: Possession shall be delivered to But Of Escrow; (ii) no later than calendar days after Close Of It The Property shall be unoccupied uplace otherwise careed in the Property shall be unoccupied.	(1) 10004
	Of Escrow: (ii) \(\sum_{\text{no.}} \) later than calendar days after Close Of i	Jyer: (I) at 6 PM or (AM/ PM) on the date of Close
	The Property shall be unoccupied, unless otherwise agreed in v	writing Seller shall provide keys and/or magne to energically
	Property locks. If Property is located in a common interest subdivisi	ion. Buver may be required to pay a deposit to the Homeowners'
	Association ("HOA") to obtain keys to accessible HOA facilities.	,,, 20 .oquod to pay a doposit to the Homeowhers
11.	ITEMS INCLUDED IN AND EXCLUDED FROM SALE:	
	A. NOTE TO BUYER AND SELLER: Items listed as included of	or excluded in the MLS, flyers or marketing materials are not
	included in the purchase price or excluded from the sale unless	specified in 11B or C.
Buv	ver's Initials (EKS) (CAL)	Collada Initiala /
		Seller's Initials () ()
VLF	PA REVISED 12/15 (PAGE 3 OF 11)	

	erty Address: 4090 Hwy 193, Greenwood, 95635	Date: <i>July 18, 2017</i>
E	 ITEMS INCLUDED IN SALE: (1) All EXISTING fixtures and fittings that are attached to (2) The following items: 	
c		ase price, unless otherwise specified, are owned by Seller. nd without Seller warranty.
12. S	disclose if the Property is located in a Special Flood Ha State Fire Responsibility Area; Earthquake Fault Zone; a	SURES AND OTHER BOOKLETS: Within the time specified in paragraph 19A, earthquake guide(s) (and questionnaire), environmental hazards booklet; (ii) azard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Leve
В	. WITHHOLDING TAXES: Within the time specified in p	es. paragraph 19A, to avoid required withholding. Seller shall Deliver to Ruyor or
С	MEGAN'S LAW DATABASE DISCLOSURE: Notice: I registered sex offenders is made available to the pu www.meganslaw.ca.gov. Depending on an offender's offender resides or the community of residence and ZIF check this website. If Buyer wants further information, Buyer's inspection contingency period. Brokers do not ha	Pursuant to Section 290.46 of the Penal Code, information about specified ublic via an Internet Web site maintained by the Department of Justice at criminal history, this information will include either the address at which the Code in which he or she resides. (Neither Seller nor Brokers are required to Broker recommends that Buyer obtain information from this website during the expertise in this area.)
	you that information about the general location of gas National Pipeline Mapping System (NPMS) Internet V http://www.npms.phmsa.dot.gov/. To seek further informatic your local gas utility or other pipeline operators Code and county on the NPMS Internet Web site.	D TRANSMISSION PIPÉLINES: This notice is being provided simply to inform and hazardous liquid transmission pipelines is available to the public via the Veb site maintained by the United States Department of Transportation at formation about possible transmission pipelines near the Property, you may in the area. Contact information for pipeline operators is searchable by ZIP
	CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSI (1) SELLER HAS: 7 (or) Days After Acceptance to planned development or other common interest subdivision.	to disclose to Buyer whether the Property is a condominium, or is located in a
13. SI	(2) If the Property is a condominium or is located in a (or) Days After Acceptance to request from the H disclosure of any pending or anticipated claim or litigation designated parking and storage spaces; (iv) Copies of t and (v) the names and contact information of all HOAs of Deliver to Buyer all CI Disclosures received from the I	a planned development or other common interest subdivision, Seller has 3 HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) in by or against the HOA; (iii) a statement containing the location and number of the most recent 12 months of HOA minutes for regular and special meetings; governing the Property (collectively, "CI Disclosures"). Seller shall itemize and HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI iffied in paragraph 19B(3). The Party specified in paragraph 9, as directed by or management company to pay for any of the share.
A.	 Within the time specified in paragraph 19, if Seller has actu (1) LEGAL PROCEEDINGS: Any lawsuits by or against So or deficiency in the Property or common areas, or any I (2) AGRICULTURAL USE: Whether the Property is a (Government Code §§51200-51295). 	al knowledge, Seller shall provide to Buyer, in writing, the following information: eller, threatening or affecting the Property, including any lawsuits alleging a defect known notices of abatement or citations filed or issued against the Property. subject to restrictions for agricultural use pursuant to the Williamson Act
	 (3) DEED RESTRICTIONS: Any deed restrictions or oblic (4) FARM USE: Whether the Property is in, or adjacent to (5) ENDANGERED SPECIES: Presence of endangered, (6) ENVIRONMENTAL HAZARDS: Any substances, mate to, asbestos, formaldehyde, radon gas, lead-based paint (7) COMMON WALLS: Any features of the Property shadriveways, and agriculture and domestic wells whose (8) LANDLOCKED: The absence of legal or physical acc (9) EASEMENTS/ENCROACHMENTS: Any encroachme (10) SOIL FILL: Any fill (compacted or otherwise), or aban (11) SOIL PROBLEMS: Any slippage, sliding, flooding, dra (12) EARTHQUAKE DAMAGE: Major damage to the Prop (13) ZONING ISSUES: Any zoning violations, non-conform (14) NEIGHBORHOOD PROBLEMS: Any neighborhood n 	o, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6). threatened, 'candidate' species, or wetlands on the Property. erials, or products that may be an environmental hazard including, but not limited in the property of the property of the property. The property of the property of the property. The property of the property of the property. The property of the prope
В.	RENTAL AND SERVICE AGREEMENTS: Within the time and review, all current leases, rental agreements, service the operation or use of the Property. TENANT ESTOPPEL CERTIFICATES: Within the time certificates (C.A.R. Form TEC) completed by Seller or Se	e specified in paragraph 19, Seller shall make available to Buyer for inspection e contracts and other related agreements, licenses, and permits pertaining to me specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel eller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or ffect (or if modified, stating all such modifications); (ii) that no lesson defaults
Buyer's	s Initials (EKS) (ETC)	Seller's Initials () ()
/I D A	DEVICED 40/45 (DAGE 4 OF 4)	1 = 1

- D. MELLO-ROOS TAX; 1915 BOND ACT: Within the time specified in paragraph 19, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.
- E. SELLER VACANT LAND QUESTIONNAIRE: Seller shall, within the time specified in paragraph 19, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- 14. SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.
- 15. CHANGES DURING ESCROW:
 - A. Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 15B: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
 - B. At least 7 (or ____) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes. Within 5 (or ____) Days After receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes, in which case Seller shall not make the Proposed Changes.
- 16. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
 - A. Seller shall, within the time specified in paragraph 19A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
 - B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 19B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
 - C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.
- 17. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:
 - A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 19B. Within the time specified in paragraph 19B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
 - B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
 - C. Buyer indemnity and Seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.
 - D. BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 17, UNLESS OTHERWISE AGREED IN WRITING.
 - E. SIZE, LINES, ACCESS AND BOUNDARIES: Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
 - F. ZONING AND LAND USE: Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- G. UTILITIES AND SERVICES: Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.

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- H. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
- GEOLOGIC CONDITIONS: Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- NATURAL HAZARD ZONE: Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- K. PROPERTY DAMAGE: Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- L. NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS: Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6),schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.
- M. COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS: Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- N. SPECIAL TAX: Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants and the right of a landlord to terminate a tenancy.
- P. MANUFACTURED HOME PLACEMENT: Conditions that may affect the ability to place and use a manufactured home on the Property. 18. TITLE AND VESTING:
 - A. Within the time specified in paragraph 19, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 19B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
 - B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
 - C. Within the time specified in paragraph 19A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
 - D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
 - E. Buyer shall receive a "CLTA/ALTA Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
- 19. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
 - A. SELLER HAS: 7 (or) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 3M, 7A, 8, 9, 12A, B, and E, 13, 16A and 18A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
 - B. (1) BUYER HAS: 17 (or ___) Days After Acceptance, unless otherwise agreed in writing, to: i) complete all Buyer Investigations; review all disclosures, reports, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory Disclosures and other disclosures Delivered by Seller in accordance with paragraph 12A.
 - (2) Within the time specified in paragraph 19B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 19B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 19A, then Buyer has 5 (or Days After Delivery of any such items, or the time specified in paragraph 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

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(4) Continuation of Contingency: Even after the end of the time specified in paragraph 19B(1) and before Seller cancels, if at all, pursuant to paragraph 19C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 19C(1).

C. SELLER RIGHT TO CANCEL:

- (1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) Return Statutory Disclosures as required by paragraph 12A; or (vi) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 27B; or (vii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- D. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2(or) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph
- E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- F. CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.
- G. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursal of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).
- 20. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 21. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property within 5 (or to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 16; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 22. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
- 23. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment

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District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

24. BROKERS:

- A. COMPENSATION: Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 25. REPRESENTATIVE CAPACITY: If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 37 or 38 and attach a Representative Capacity Signature Addendum (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

26. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5, 6, 7A, 8, 9, 12B, 18, 19G, 23, 24A, 25, 26, 32, 35, 36, 37, 38 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 24A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 9B(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 9, 12 or elsewhere in this Agreement.
- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 12B, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 24A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 24A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

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27. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit nonrefundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).

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28. DISPUTE RESOLUTION:

- A. MEDIATION: The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center (www. consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 28C.
- B. ARBITRATION OF DISPUTES: The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 28C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' P

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C.	ADDITIONAL MEDIATION AND ARBITRATION TERMS:	

- - (1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
 - (2) PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
 - (3) BROKERS: Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.
- 29. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 30. MULTIPLE LISTING SERVICE ("MLS"): Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.

Buyer's Initials (EUS	11 56	~)
VLPA REVISE	D 12/15 (P.	AGE 9 OF 11)	

Seller's Initials ()()



Property Address: 4090 Hwy 193, Greenwood, 95635	Date: July 18, 2017
31. ATTORNEY FEES: In any action, proceeding, or arbitration between Buyer and Seller a Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-pre in paragraph 28A.	arising out of this Agreement, the prevailing evailing Buyer or Seller, except as provided
32. ASSIGNMENT: Buyer shall not assign all or any part of Buyer's interest in this Agreement w of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writerelieve Buyer's obligations pursuant to this Agreement unless otherwise agreed in writerelieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writerelieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writerelieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writerelieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writerelieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writerelieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writerelieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writerelieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writerelieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writerelieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writerelieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writerelieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writerelieve Buyer of Buyer's obligations agreement writerelieve Buyer of Buyer's obligations agreement which agre	ting. Any total or partial assignment shall no
33. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, sta 34. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property liquidated damages paragraph or the arbitration of disputes paragraph is incorporated ir if incorporated by mutual agreement in a counteroffer or addendum. If at least one be required until agreement is reached. Seller has the right to continue to offer the Proper any time prior to notification of Acceptance. Buyer has read and acknowledges receip confirmation of agency relationships. If this offer is accepted and Buyer subsequent payment of Brokers' compensation. This Agreement and any supplement, addendum o Signed in two or more counterparts, all of which shall constitute one and the same writing.	on the above terms and conditions. Then this Agreement if initialed by all Parties of put not all Parties initial, a counter offer is try for sale and to accept any other offer a but of a Copy of the offer and agrees to the ly defaults, Buyer may be responsible for modification, including any Copy, may be
35. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All incorporated in this Agreement. Its terms are intended by the Parties as a final, concerned with respect to its subject matter, and may not be contradicted by evidence of oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the given full force and effect. Except as otherwise specified, this Agreement shall be interested accordance with the Laws of the State of California. Neither this Agreement nor any present that the contradiction is accordance with the Laws of the State of California.	I understandings between the Parties are omplete and exclusive expression of their of any prior agreement or contemporaneous e remaining provisions will nevertheless be erpreted and disputes shall be resolved in
modified, altered or changed, except in writing Signed by Buyer and Seller. 36. DEFINITIONS: As used in this Agreement:	
 A. "Acceptance" means the time the offer or final counter offer is accepted in writing by received by the other Party or that Party's authorized agent in accordance with the ter B. "Agreement" means this document and any counter offers and any incorporated agreement between the Parties. Addenda are incorporated only when Signed by all P 	rms of this offer or a final counter offer. addenda, collectively forming the binding larties.
 C. "C.A.R. Form" means the most current version of the specific form referenced or another D. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of ti E. "Copy" means copy by any means including photocopy, NCR, facsimile and electron F. "Days" means calendar days. However, after Acceptance, the last Day for performance 	itle, is recorded. ic.
 (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday a G. "Days After" means the specified number of calendar days after the occurrence calendar date on which the specified event occurs, and ending at 11:59 PM on the fine H. "Days Prior" means the specified number of calendar days before the occurrence 	and shall instead be the next Day. of the event specified, not counting the al day.
calendar date on which the specified event is scheduled to occur.	
 "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, mea receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as Brokers on page11, regardless of the method used (i.e., messenger, mail, email, fax, or "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic or 	s specified in the section titled Real Estate other).
Law. Buyer and Seller agree that electronic means will not be used by either Party this Agreement without the knowledge and consent of the other Party.	to modify or alter the content or integrity of
 K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is ad federal legislative, judicial or executive body or agency. L. "Repairs" means any repairs (including pest control), alterations, replacements, n 	
provided for under this Agreement. M. "Signed" means either a handwritten or electronic signature on an original document.	
37. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, sh Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed b (date)).	nall be returned to Buyer unless the offer is Susan Cantrell
One or more Buyers is signing the Agreement in a representative capacity and not for representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms. Date 7/19/17 BUYER	nim/herself as an individual. See attached

(Print name) Georgetown Divide Recreation District
Date 3/15/10 BUYER
(Print name) CALL CALL Additional Signature Addendum attached (C.A.R. Form ASA). Buyer's Initials (EVG) (C52C) Seller's Initials (_____) (_

VLPA REVISED 12/15 (PAGE 10 OF 11)

Property Address: 4090 Hwy 193, Greenwoo	d, 95635	Date: In	ly 18, 2017
38. ACCEPTANCE OF OFFER: Seller warran	ts that Seller is the owner of the Pro-	norty or has the authority to s	wasuta this Assessment
delici accepts the above oner and agre	es to sell the Property on the above	we terms and conditions on	d agraca to the chave
ocimination of agency relationships, Sei	ler has read and acknowledges re	eceint of a Copy of this Agra	agrees to the above
Broker to Deliver a Signed Copy to Buyer.	The road and dollhowledges re-	celpt of a copy of this Agre	ement, and authorizes
	COURTEST TO ATTACHER COLUMN		
(If checked) SELLER'S ACCEPTANCE I	SOBJECT TO ATTACHED COUNT	TER OFFER (C.A.R. Form SC	O or SMCO) DATED:
One or more Sellers is signing the Agreer	nent in a representative capacity an	nd not for him/herself as an in	dividual. See attached
Representative Capacity Signature Disclos	ure (C.A.R. Form RCSD-S) for additi	ional terms.	
Date SELLER	d 10 002 topoccos		
(Print name) Georgetown CA Cong. of Jeho	El- 1874		
	van's witnesses		· · · · · · · · · · · · · · · · · · ·
(Print name)			
Additional Signature Addendum attached (C	.A.R. Form ASA).		
	ounter offer.) CONFIRMATION OF	ACCEPTANCE: A Comment of the	
(Initials) personally received by Buye	r or Buyer's authorized agent on (date	ACCEPTANCE: A Copy of S	
AM/ PM A hinding A	groupert is erected when a Const	(e)	at
Buyer or Buyer's author	greement is created when a Copy	of Signed Acceptance is p	ersonally received by
confirmation is not learly	ized agent whether or not con	firmed in this document.	Completion of this
the data that O will will the	required in order to create a bind	ding Agreement; it is solely	intended to evidence
the date that Confirmation	of Acceptance has occurred.		
REAL ESTATE BROKERS:			
A. Real Estate Brokers are not parties to th	e Agreement between Buyer and S	Pollor	
B. Agency relationships are confirmed as s	stated in paragraph 2	Seller.	
C. If specified in paragraph 3A(2), Agent who	submitted the offer for Duner sales and	Indiana in the following	
D. COOPERATING BROKER COMPENSATI	ON: Listing Broken across to	reages receipt of deposit.	
D. COOPERATING BROKER COMPENSAT	color color agrees to pay C	Cooperating Broker (Selling F	irm) and Cooperating
Broker agrees to accept, out of Listing Broker	ter's proceeds in escrow, the amoun	it specified in the MLS, provid-	ed Cooperating Broker
is a Participant of the MLS in which the Pr	operty is offered for sale or a recipr	rocal MLS. If Listing Broker a	nd Cooperating Broker
are not both raiticipants of the MLS, or a	reciprocal MLS, in which the Prope	erty is offered for sale, then o	compensation must be
specified in a separate writter agreement (C.A.R. Form CBC). Declaration of L.	icense and Tax (C.A.R. Form	DLT) may be used to
document that tax reporting will be required	or that an exemption exists	•	, ,
Real Estate Broker (Selling Firm) Premier Foo	thill Properties	CalBRE Lic. #01	1866174
By Alima (Aux)	Susan Cantrell CalBRE Lic. # 0110	00827 Date 7	1/18/117
Ву	CalBRE Lic. #	Date	12/11
Address 3006 Hwy 49, Ste. E	City Cool	State CA	Zip 95614
Telephone Fax (530)	820-9618 F-mail onecools	realtor@yahoo.com	2.1p <u>30014</u>
Real Estate Broker (Listing Firm) Premier Food	hill Properties	CalBRE Lic. #	
By Shalint	CalBRE Lic. #	Date 7/	1113
By	CalBRE Lic. #	Date //	9//
Address	City	State	Zip
Telephone Fax	E-mail	Otate	Zip
ESCROW HOLDER ACKNOWLEDGMENT:			
Escrow Holder acknowledges receipt of a Copy of the	s Agreement, (if checked, La deposit in	n the amount of \$),
counter offer numbers	Seller's Statement of Information	ation and	
supplemental escrow instructions and the terms of Es	, and agrees to act as Escro	ow Holder subject to paragraph 2	6 of this Agreement, any
Essential Color is advised that the data of O. S	crow Holder's general provisions.		
Escrow Holder is advised that the date of Confirmatio	n of Acceptance of the Agreement as bet	ween Buyer and Seller is	
E3010W Florder		Escrow #	
		Date	
Address			
Phone/Fax/E-mail_			
Escrow Holder has the following license number #			
Department of Business Oversight, Department	of Insurance, Bureau of Real Estate.		
PRESENTATION OF OFFER: (Listing Broker presented this offer to S	Seller on	(dota)
Broker or Designee Initi	als		(date).
REJECTION OF OFFER: ()() No			
REJECTION OF OFFER: ()() No	counter offer is being made. This offer wa	as rejected by Seller on	(date).
	Do a seed of the s		
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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 11 OF 11)
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BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address: 4090 Hwy 193, Greenwood, 95635	("Property"
	(opo.c,

- 1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
- 2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
- 3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.
 - A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
 - B. SQUARE FOOTAGE, AGE, BOUNDARIES: Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
 - C. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
 - D. SOIL STABILITY: Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
 - E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL: Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
 - F. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
 - G. EARTHQUAKES AND FLOODING: Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
 - H. FIRE, HAZARD AND OTHER INSURANCE: The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
 - BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS: Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
 - J. RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
 - K. SECURITY AND SAFETY: State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
 - L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability

adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural
activities, existing and proposed transportation, construction and development that may affect noise view or traffic airport
noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected
species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries
racilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing
documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or
religions, and personal needs, requirements and preferences of Ruver
By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory
Buyers are encouraged to read it carefully.
Buyer Buyer Buyer
Georgetown Divide Recreation-District
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BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)
BOTERS INSPECTION ADVISORY (BIA PAGE 1 OF 1)

remier Foothill Properties, 3006 Highway 49, Ste. E Cool, CA 95614 Fax: 4090 Hwy 193 Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com Susan Cantrell



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer) (As required by the Civil Code) (C.A.R. Form AD, Revised 12/14)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k) and (m).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a)Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b)A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b)A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b)Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

THE STATE OF A CELL AND ELECT.		
Buyer □ Seller □ Landlord □ Tenant	Date	7/19/17
Georgetown Divide Recreation District X Buyer Seller Landlord Tenant	Date	7/19/17
Agent Premier Foothill Properties	BRE Lic. # 01866174	1, ,
By Real Estate Broker (Firm) BRE Lic (Salesperson or Broker-Associate) Susan Cantr	c. # <u>01100827</u> Date	7/15/17
Agency Disclosure Compliance (Civil Code §2079.14): • When the listing brokerage company also represents Buyer/Tenant: The different AD form signed by Buyer/Tenant. • When Seller/Landlord and Buyer/Tenant are represented by different be Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one Appresented to Seller/Landlord for signature prior to presentation of the complex seller.	rokerage companies: (i) the Listing Agent shall h	nave one AD form signed by
Seller/Landlord Date Georgetown CA Cong. of Jehovah's Witnesses	Seller/Landlord	Date
The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy		_

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Reviewed by _____ Date _____



AD REVISED 12/14 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (I) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller acopy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

(c) The confirmation required by subdivisions (a) and (b) shall be	e in the following form.
(DO NOT COMPLETE, SAMPLE ONLY)	is the agent of (check one): □ the seller exclusively; or □ both the buyer and seller.
(Name of Listing Agent)	
(DO NOT COMPLETE, SAMPLE ONLY)	is the agent of (check one): □ the buyer exclusively; or □ the seller exclusively; or
(Name of Selling Agent if not the same as the Listing Agent)	□ both the buyer and seller.
(d) The disclosures and confirmation required by this agetics about	oll be in addition to the displacement of the Court of the Court

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.
2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD RE	VISED 12/14 (DAGE 2 OF 2)

Reviewed by _____ Date _____



AD REVISED 12/14 (PAGE 2 OF 2)



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, 11/14)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: (a) Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buver or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller	Georgetown CA Cong. of Jehovah's Witnesses Date
Seller	Date
Buyer Alkanian Buyer	Georgetown Divide Recreation District Date 7/19/17 Date 1/19/17
Real Estate Broker (Firm) Premier Foothill Properties By	CalBRE Lic # () (((() () () () () () ()
Real Estate Broker (Firm) Premier Foothill Properties By Susan Cantrell	CalBRE Lic # <u>01866174</u> Date <u>////////////////////////////////////</u>
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Susan Cantrell

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Reviewed by



4090 Hwy 193

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

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REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR BUYER REPRESENTATIVES)

(C.A.R. Form RCSD-B, Revised 6/16)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal

This is a d	isclosure to the 🗶 Purchase Agreem	ent, 🗌 Buyer Representation Agreemen	t, DOther
		, dated	7/x//7 ("Agreement"),
	perty known as	4090 Hwy 193	("Property"),
	Georgetown Cong. or	Jehovah's Witnesses, Inc.	("Seller", 🗌 "Buyer Broker").
and	Georgeto	wn Divide Recreation District	("Buyer")
If a trust, id	lentify Buyer as the trustee(s) of the t	rust or by simplified trust name (e.g. Joh	n Doe, co-trustee, Jane Doe, co-
trustee or I	Doe Revocable Family Trust 3.) Full r	name of trust should be identified in 1A b	elow. If power of attorney, insert
	name as Buyer.		
1. A.	IRUS1: (1):Assets used to acquire/le	ase the Property are held in trust pursuant	to a trust document titled
	(O) TI		dated
	(2) The person(s) signing below is/a	re Sole/Co/Successor Trustee(s) of the T	rust
B.	ENTITY: Buyer is a Corporation,	Limited Liability Company, Partnersl	nip [_] Other:
	which has authorized the officer(s),	managing member(s), partner(s) or pers	on(s) signing below to act on its
□c.	POWER OF ATTORNEY Private ("D	he applicable body of the entity described	above is is not attached.
_ ∪ 0.	"Power of Attorney" or "POA") to	rincipal") has authorized the person(s) s	igning below ("Attorney-In-Fact",
	(Specific Power of Attorney for	o act on his/her behalf pursuant to the Property), dated	This form is not a Down of
	Attorney, A Power of Attorney mus	st have already been executed before the	is form is used
	must be a second of the second	triave arready been executed before th	iis ioiii is useu.
2. Buyer's	Representative represents that the tru	ist, entity or power of attorney for which tha	at Party is acting already exists.
Buyer:	1.	*	
/,		1	7/10/1-
By <u>4</u>			Date: _///9//
(Sign Name	e of Trustee, Officer, Managing Memb	er, Partner, or Attorney-in-Fact)	- Cunit
(Print Repr	esentative Name)		Date:
(Sign Name	e of Trustee, Officer, Managing Memb	or Destroy or Attorney is 5 - 1)	Date:
		LILAK	Title: CGan n 617
	Igement of Receipt By Other Party:		
	(er) Premier Foothill Properties		
Ву	- Aling fuita	T.	Date: 2//5//7
	0 /01	· · · · · · · · · · · · · · · · · · ·	
(Seller)			Date:
	Name) Georgetown CA Cong. of J	ehovah's Witnesses	
(Seller)			Date:
(Print Selle	r Name)		
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4090 Hwy 193



Premier Foothill Properties, 3006 Highway 49, Ste. E Cool, CA 95614

SEPTIC INSPECTION, WELL INSPECTION, PROPERTY MONUMENT AND ALLOCATION OF COST ADDENDUM

(C.A.R. Form SWPI, Revised 4/12)

Vacant Land Purcha	ase Agreement , dated, dated, dated, dated, 95635	
in which	Georgetown Divide Recreation District	("Property" is referred to as Buyer
		is referred to as Selle
	The state of the s	is referred to as Selle
1. (If checked 🗌) S	EPTIC INSPECTION AND ALLOCATION OF COST (CHECK	ALL THAT APPLY):
A. INSPECTION		
Buyer Seller B. LOCATION A	shall pay for septic system to be inspected and a report prepare	ed by a licensed professional septic contractor.
	shall pay for locating, accessing and identifying septic system.	
C. PUMPING	shall pay for locating, accessing and identifying septic system.	
	shall pay for pump and dump fees.	
D. CERTIFICATION		
Buyer Seller	shall pay for certification by a licensed professional septic cont	ractor or Dby the City/County of
If, in order to obta	ain the certification, additional costs are needed to repair the s	septic system or otherwise bring it into complia
with applicable law	w, further written agreement is required. If agreement is not re	eached within the time for removing contingence
then either party m	nay cancel the Agreement.	
E. EXCAVATION		
Buyer Seller	shall pay for excavation of	
F. (If checked) ALTERNATIVE SEPTIC SYSTEMS: The Property has a	n alternative septic system (Alternative Syste
F. (If checked Seller shall provide) ALTERNATIVE SEPTIC SYSTEMS: The Property has a e to Buyer, if available to Seller, the following information: (i) the	n alternative septic system (Alternative Syste he name of the servicer of the Alternative Syste
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4090 Hwy 193

Fax:

Prop	perty Address: 4090 Hwy 193, Greenwood, 95635	Date:
i F	D. CHEMICAL/RADIOLOGICAL TESTING Buyer Seller shall pay for testing of organic, and inorganic chemical and radiological including, but not limited to,)
3. (Buyer	APPLY):
E	Buyer and Seller acknowledge that only a licensed surveyor can legally mark property corne Buyer Seller shall be responsible for identifying the location of Property monuments and co Buyer Seller shall pay for the services of a licensed land surveyor to locate and ic Property corners, Property boundaries, OTHER: Buyer Seller shall pay for	orners dentify Property monuments,
By s this	igning below, the undersigned acknowledge that each has read, understands, received a co Septic, Well Inspection, Property Monument and Allocation of Cost Addendum.	opy and agrees to the terms of
Buye	Georgetown Divide Recreation District	Date 7/19/17
Buye	r_Cul Clot	Date 7/19/15
Selle	Georgetown CA Cong. of Jehovah's Witnesses	Date
Selle	r	Date

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Reviewed by	Date	
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SWPI REVISED 4/12 (PAGE 2 OF 2)

RELEASE, IDEMNITY, AND HOLD HARMLESS AGREEMENT

For: 4090 Hwy 193, Greenwood, CA 95635

In my/our decision to purchase this property, I/we have relied solely upon my/our own due diligence and the advice of my/our own representatives, including my/our attorney, inspections, and Realtor. I/we therefore agree to release, indemnity and hold seller and seller's Realtors, agents and representatives harmless for any negligence, misrepresentation, or failure to disclose any information about the property or about any condition of the property, the neighborhood, or the community that could influence any decision to purchase the property.

This Release, Indemnity, and Hold Harmless Agreement is being executed contemporaneously with the Purchase Agreement and controls over any provision in the Agreement in the contrary, including any representation made in the Agreement about the property or about any condition thereof that could influence my/our decision to purchase the property.

Elle A	7/19/17
Buyer	Date
Curl Cles	2/18/13
Buver	Date

"AS IS" ADDENDUM

For: 4090 Hwy 193, Greenwood, CA 95635

"AS IS" Sale. Purchaser and Seller agree that: (1) Purchaser is purchasing the Property "AS IS" with "ALL FAULTS," that is, in its physical nature and condition as of the date of the execution of this Agreement; (2) Seller [has never/has] occupied the Property and makes no warranties or representations concerning the physical nature or condition of the Property; (3) except as set forth in this Agreement, Seller has not made any representation to Purchaser, either directly or through any agent, as to the physical nature or condition of the Property; and (4) Purchaser shall have the right to fully inspect the Property at all reasonable times prior to Closing.

Seller shall convey title by Special Warranty Deed or its equivalent.

Seller reserves the right to retain all Oil, Gas, and other Minerals rights owned by the Seller, if any.

Seller makes no representation or warranty as to whether the Property contains asbestos or any other harmful or toxic substances. Further, to the extent that Seller gives or has given to the Purchaser any information from, or copy of, any inspection, engineering or environmental report concerning asbestos or any other harmful or toxic substances, Seller makes no representation or warranty with respect to the accuracy, completeness, methodology, preparation or any other aspect of the content of any such report. Buyer waives and releases Seller from any and all present or future claims arising from or relating to the presence or alleged presence of asbestos or any other harmful or toxic substances in, on, under or about the Property including, without limitation, any claim under or on account of any Federal, State or local law, ordinance, rule or regulation, now or hereafter in effect. The terms and provisions of this section of the Agreement shall survive the Closing.

In the event of any inconsistency or conflict between the terms and provisions of this Addendum and those contained in the Purchase Contract to which this Addendum is attached, the terms and provisions of this Addendum shall govern and be binding. Further, in the event of any inconsistency or conflict between the terms and provisions of this Addendum and those contained in any other Addenda attached to the Purchase Contract to which this Addendum is attached, the terms and provisions of this Addendum shall govern and be binding.

Seller: By:	
Date:	
Purchaser: By: \(\lambda \lambda \text{N} \)	6.008
Date: 7/19/17	7/19/17

Georgetown Divide Recreation DistrictGreenwood Park Acquisiiton
Park Impact Fee Fund

Request for Funds		\$ 95,000.00
Purchase price		85,000.00
GM Contract work		5,000.00
Apr 1-15	175.00	
Apr 16-31	385.00	
May 1-15	122.50	
May 16-31	402.50	
Jun 1-15	175.00	
Jul 1-15	175.00	
Jul - Oct estimate	3,565.00	

Closing / other Cost estimate

5,000.00

<<< NOTE NEW ADDRESS "Creating Community Solutions" Greenwood, CA 95635 5401 Hollow Lane

Time Report Invoice to:

4401 Highway 193

Georgetown Divide Recreation District

Greenwood, CA 95635

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2,310.00

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0.99

Total Time Billed:

Total billed:

GDRD Omma charges to personal debit card required by Omma

GDRD Expenses to be reimbursed:

<<< NOTE NEW ADDRESS "Creating Community Solutions" Greenwood, CA 95635 5401 Hollow Lane

Time Report Invoice to:

Georgetown Divide Recreation District

4401 Highway 193 Greenwood, CA 95635

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<<< NOTE NEW ADDRESS 'Creating Community Solutions" Greenwood, CA 95635 5401 Hollow Lane

Time Report Invoice to:

Georgetown Divide Recreation District

Greenwood, CA 95635

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Adult Softball nteragency

RD by 21

BOMUSD

<<< NOTE NEW ADDRESS "Creating Community Solutions" 5401 Hollow Lane Greenwood, CA 95635

Time Report Invoice to:

Georgetown Divide Recreation District

4401 Highway 193 Greenwood, CA 95635

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"Creating Community Solutions" Greenwood, CA 95635 5401 Hollow Lane

Park visits/inspect.

Community mtg. Bd. Of Directors

Rec Programs

RD by 21

Adult Softball Interagency Comm. Partners

Election Costs

Finance/Budget

GW Comm. Ctr.

BOMUSD

Beam Project

Staff mtg./super

General Admin

Project/task

Time Report Invoice to:

Georgetown Divide Recreation District 4401 Highway 193

Greenwood, CA 95635

80.5% 8.0% 11.5% 0.0% 0.0% 100.0% %age Time \$0.00 \$0.00 \$0.00 \$4,522.50 35.00 280.00 122.50 157.50 227.50 122.50 122.50 210.00 175.00 17.50 1,225.00 175.00 1,522.50 Amount Billed Hours billed 43.5 4.5 3.5 0.5 0 0 2 0 0 Account 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 500-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 Pklmr GW A Total Time Billed: 15 1.0 1.0 2.0 Account totals= 14 0.5 3.0 0.5 13 1.0 1.0 4.0 7.0 11 12 0.5 0.5 5.5 0.5 1.0 10 0.5 0.5 (၈) 0.5 0. 4.0 0.5 0.5 0.5 5.5 ω 1.0 3.5 0.5 0.5 2.0 0.5 0.5 0.5 9 2017 2 1.0 1.0 0.5 1.5 4 0.5 June က 0.5 0.5 GDRD Expenses to be reimbursed: 1.0 0.5 7 Month: 5.5 0.5 1.0 0.5 EDC Plan/New facilities Adjust/Donation of hrs Gen. Proj. Mgt. Trails **GW Prop Acquisition**

GV Park Court case

Park Impact Fees

Reg Park Develop

GT Comm Ctr

"Creating Community Solutions" Greenwood, CA 95635 5401 Hollow Lane

Park visits/inspect.

Community mtg. Bd. Of Directors

Staff mtg./super

General Admin

Project/task

Georgetown Divide Recreation District Time Report Invoice to:

4401 Highway 193

Greenwood, CA 95635

52.6% 38.6% 8.8% 0.0% 100.0% %age **Fime** \$0.00 \$0.00 \$0.00 \$1,995.00 192.50 175.00 70.00 210.00 35.00 52.50 1,995.00 35.00 280.00 770.00 770.00 175.00 175.00 1,050.00 Amount Billed 69 Hours billed 57.0 1.5 22 0 30 0 0 Account 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 500-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 100-4310 Pklmr GW A Total Time Billed: 15 4.0 Account totals= 14 9.5 2.0 6.5 13 4.5 12 1.0 2.0 7.5 0.5 11 1.0 1.0 5.5 10 4.0 3.0 6 ∞ 0.5 2.5 0.5 9 1.0 2.5 2017 5 0.5 4.0 2.0 1.0 1.0 3.5 4 July 3.0 0.5 6.5 1.0 1.0 က GDRD Expenses to be reimbursed: 2 Month: EDC Plan/New facilities Adjust/Donation of hrs

GW Prop Acquisition

Beam Project

BOMUSD

Comm. Partners

Rec Programs

RD by 21

Adult Softball Interagency Election Costs

Finance/Budget

GW Comm. Ctr.

GV Park Court case

Park Impact Fees

Gen. Proj. Mgt. Trails

Reg Park Develop

GT Comm Ctr