



**Paradise Recreation and Park District  
Board of Directors - Regular Meeting**  
Terry Ashe Recreation Center, Room B  
Wednesday, October 13, 2021, 6:00 pm

The public may listen to this meeting via computer or telephone. The public may submit comments prior to the meeting via email to [BODclerk@paradisepprd.com](mailto:BODclerk@paradisepprd.com) before 1:00 p.m. on the day of the meeting and they will be read into the record. Please use the link to join the webinar: <https://us02web.zoom.us/j/84518561101?pwd=YlBnYlBpM0VMVj4vNzkxd2JXRHQzQT09> Or via Telephone: Dial by your location: +1 669 900 9128 US (San Jose), +1 346 248 7799 US (Houston), or +1 253 215 8782 US (Tacoma). Meeting ID: 845 1856 1101 Password: 282411

Members of the public may comment on Agenda items at the time the item is presented. Speakers may comment on items not listed on the Agenda under Public Comment. Comments should be limited to a maximum of three (3) minutes. State Law prohibits the PRPD Board of Directors from acting on items not listed on the agenda. Please notify the meeting clerk prior to the start of the meeting if you wish to be heard.

**1. CALL TO ORDER**

- 1.1. Pledge of Allegiance
- 1.2. Roll Call
- 1.3. Welcome Guests: Jenny Fales, Habitat for Humanity of Butte County
- 1.4. Special Presentations:
  - A. Sophia Oliverez-Munoz – Volunteer program highlights and recognition of service.
  - B. Jenny Fales – Habitat for Humanity of Butte County briefing on current efforts in Paradise.

**2. PUBLIC COMMENT**

**3. CONSENT AGENDA**

- 3.1. Board Minutes: Regular Meeting of September 8, 2021
- 3.2. Correspondence: CalOES Response to Interim Final Inspection Report – November 2018 Wildfires
- 3.3. Payment of Bills/Disbursements (Warrants and Checks Report)  
Check #052850 to and including #052953 check #900704 to and including #900713 in the total amount of \$ 194,545.27 including refunds and/or void checks reported.
- 3.4. Rural Recreation and Tourism Program – Staff seek Board approval of resolution # 21-10-01-506 to submit a proposal for the Rural Recreation and Tourism program grant. **Recommendation:** *Approve resolution #21-10-01-506 as presented and authorize District Manager to submit a proposal for the Rural Recreation and Tourism program grant.*
- 3.5. Paradise Charter Middle School (PCMS) Cooperators Agreement – Staff seek Board approval to enter into a Cooperators Agreement with PCMS. Under this agreement staff would be able to deliver multiple programs with PCMS. **Recommendation:** *Authorize District Manager to complete the agreement.*
- 3.6. PG&E Expanded PSPS Emergency Use Agreement – Staff seek Board approval to ratify the revised PG&E PPS agreement with an addendum to expand the agreement to include other Emergency Events. **Recommendation:** *Approve the attached addendum as presented.*

**4. COMMITTEE REPORTS**

**5. REPORT**

- 5.1. District Report
- 5.2. Board Liaison reports (Oral Reports)

6. **CLOSED SESSION:** None.

7. **OLD BUSINESS:** None.

## 8. **NEW BUSINESS**

- 8.1. Memorandum of Understanding (MOU): Paradise Community Center – Prior to the 2018 Camp Fire, the Paradise Community Center (PCC), formerly the Paradise Senior Center, owned and operated the multipurpose Paradise Community Center (877 Nunneley Road, Paradise, CA 95969 (APN: 053-120-085) for Paradise and the Upper Ridge. This MOU will develop a Feasibility Report to explore the mutual interests in completing the rebuild of the center, exploring operation and programing of the facility, partnerships, and strategies to complete the reconstruction of the facility. This process may yield a more complete agreement for next steps. **Recommendation:** *Authorize District Manager to finalize MOU.*
- 8.2. Memorandum of Understanding (MOU) - Donation of the Jordan Hill Property (APNs 065-260-001 and 058-130-035) from the Nicholas G. Repanich and Susan M. Repanich Trust. – The District has been working with the Landowner on a potential donation of the 6.5-acre property. The vacant property spans Jordan Hill Road east of the Coutolenc Road intersection and sits on the former Butte County Railway. The property meets multiple District goals, such as: opportunities for trail access, land management to reduce fire risks, and educational opportunities. Staff seeks authority to allow to complete the Memorandum of Understanding (MOU) and to provide for BOD review of property reports, and acceptance. **Recommendation:** *Approve the Memorandum of Understanding (MOU) and direct staff to provide for BOD review of property reports.*
- 8.3. Lakeridge Addition Acquisition. – The District has an opportunity to acquire a parcel (Assessor's Parcel Number (APN): 066-340-005 adjacent to the existing Lakeridge Park property. If acquired, the property provides cost savings in long-term development costs and existing features that may allow for short-term improvements. **Recommendation:** *Authorize the District Manager to sign a Purchase Agreement and complete due diligence to acquire parcel for \$100,000.*
- 8.4. Rural Recreation and Tourism Program Grant Resolution – Staff seek Board authorization for the District Manager to submit a proposal for the Rural Recreation and Tourism Program grant on behalf of the District and approve resolution #21-10-1-506. **Recommendation:** *Approve resolution #21-10-1-506 as presented and authorize staff to submit a proposal for the Rural Recreation and Tourism Program grant on behalf of the District.*

## 9. **BOARD COMMENT**

## 10. **ADJOURNMENT**

Adjourn to the next regular meeting on November 10, 2021 at 6:00 p.m., in Conference Room B, at the Terry Ashe Recreation Center (6626 Skyway, Paradise, California).



In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate in the meeting, please contact the District Administrative Office at 530-872-6393 or [info@paradisepd.com](mailto:info@paradisepd.com) at least 48 hours in advance of the meeting.

### **This institution is an equal opportunity provider and employer.**

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

004816

Paradise Recreation and Park District  
**Board of Directors Regular Meeting**  
Via Zoom Teleconference  
September 8, 2021

**MINUTES**

Special Notice:

The public may listen to this meeting via computer or telephone. The public may submit comments prior to the meeting via email to [bodclerk@paradisepspd.com](mailto:bodclerk@paradisepspd.com) before 1:00 p.m. on the day of the meeting and they will be read into the record.

Please use the link to join the webinar: <https://us02web.zoom.us/j/84518561101?pwd=YlBnYlBpM0VMVk4vNzkxd2JXRHQzQT09>  
Or via Telephone: Dial by your location: +1 669 900 9128 US (San Jose), +1 346 248 7799 US (Houston), or +1 253 215 8782 US (Tacoma)  
Meeting ID: 845 1856 1101 Password: 282411

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**1. CALL TO ORDER:**

The regular meeting of the Paradise Recreation and Park District Board of Directors was called to order by Board Chairperson Mary Bellefeuille at 6:01 p.m.

**1.1 PLEDGE OF ALLEGIANCE:**

Chairperson Bellefeuille led the Pledge of Allegiance.

**1.2 ROLL CALL:**

Present: Chairperson Mary Bellefeuille, Vice Chairperson Steve Rodowick, Secretary Robert Anderson, Director Al McGreehan, and Director Dennis Ivey.

**PRPD STAFF:**

Present: District Manager Dan Efseaff, Assistant District Manager Kristi Sweeney, Recreation Supervisor Jeff Dailey, District Accountant Catherine Merrifield, Administrative Assistants Lorrennis Leeds and Sunny Quigley.

Present via tele-conference: None

**1.3 WELCOME GUESTS:**

Chairperson Bellefeuille welcomed the following guests:

Present: Chris Thomas, consultant, and John Stonebraker, citizen.

**2. PUBLIC COMMENT:**

Citizen John S. stated he would like clarity on reopening of Closed Session for the public. Chairperson Bellefeuille moved Closed Session to after New Business.

John S. also stated that the Magalia Community Park Board would like to be on the next agenda. District Manager Dan Efseaff invited them to present for the next regular BOD meeting.

004817

**3. CONSENT AGENDA****3.1 Board Minutes: Regular Meeting of August 11, 2021****3.2 Correspondence: None****3.3 Payment of Bills/Disbursements (Warrants and Checks Report) – Payroll Checks and Payables Checks #052734 to and including #052849; and Check #900694 to and including #900703 in the total amount of \$172,161.45 including reported refunds and voided checks.****3.4 Information Items (Acceptance Only): None****3.5 Approval of Paradise High School Swim Team Agreement:**

Chairperson Bellefeuille asked if there were any items to be removed and heard separately. Seeing and hearing none, Chairperson Bellefeuille stated she would entertain a motion.

**MOTION:**

Director McGreehan moved to approve the Consent Agenda as presented. The motion was seconded by Secretary Anderson and carried with 5 ayes.

**ROLL CALL VOTE:**

Chairperson Mary Bellefeuille, aye; Vice Chairperson Steve Rodowick, aye; Secretary Anderson, aye; Director Al McGreehan, aye; and Director Dennis Ivey, aye.

**4. COMMITTEE REPORTS - NONE****5. REPORT****5.1 District Report**

Staff reports were provided by Assistant District Manager Sweeney, District Accountant Merrifield, Recreation Supervisor Dailey and Ice Rink Manager Leeds.

**5.2 Board Liaison Reports**

- Ivey Noted recent Gold Nugget Museum meeting.
- McGreehan Stated that he attended the LAFCO Zoom, PID, and CARPD meetings, and that the annual CARPD conference in May would again be at Lake Tahoe.
- Anderson Attended the URCC meeting, where the stand-alone emergency room for the Ridge was discussed, as well as Lakeridge Park. Secretary Anderson also queried about the tree removal at Crain Park.
- Rodowick Commented on the lake levels at Paradise Lake and that he'd attended the PID Board meeting.
- McGreehan Commended PRPD Staff on PCA Presentation.

004818

**8. OLD BUSINESS - NONE****9. NEW BUSINESS**

- 9.1 Consultant Agreement: Buffer and Acquisition Projects - Using already secured funding from The Nature Conservancy, the District sought action to finalize an agreement with Chris Thomas (Consultant) to build District capacity, Develop information for the acquisition and development of potential properties, explore funding sources, educate interested landowners, and complete due diligence on strategically located parks and trails to mitigate wildfire risks and provide new community amenities.**

District Manager Dan Efseaff asked consultant Chris Thomas to speak. Thomas introduced himself, explaining his work history and qualifications, as well as expressing his interest in this project.

After a brief discussion, Chairperson Bellefeuille stated she would entertain a motion.

**MOTION:**

Vice Chairperson Rodowick moved to approve to finalize the agreement. The motion was seconded by Secretary Anderson and carried with 5 ayes.

**ROLL CALL VOTE:**

Chairperson Mary Bellefeuille, aye; Vice Chairperson Steve Rodowick, aye; Secretary Anderson, aye; Director Al McGreehan, aye; and Director Dennis Ivey, aye.

- 9.2 Paradise-Opoly – Project Designer, Mr. Tanner Strauss is seeking permission and signed release to use the District logo and Terry Ashe Recreation Center signage likenesses depicted in the form of artwork as a part of the Paradise-Opoly board game. Proceeds from the game are intended toward local non-profit organizations. Staff is awaiting several follow-up questions on the organization’s legal status, mechanisms to ensure distribution to the organizations and per unit costs.**

District Manager Dan Efseaff noted that new legal counsel information had been received late that day. Director McGreehan suggested moving this business to the next meeting.

Chairperson Bellefeuille asked the Board to entertain a motion.

**MOTION:**

Director McGreehan moved to address this at the next regular BOD meeting. Secretary Anderson seconded the motion.

**ROLL CALL VOTE:**

Chairperson Mary Bellefeuille, aye; Vice Chairperson Steve Rodowick, aye; Secretary Anderson, aye; Director Al McGreehan, aye; and Director Dennis Ivey, aye.

004819

**9.3 Outdoor Equity Grant Program Resolution – Staff seeks Board authorization for the District Manager to submit a proposal for the Outdoor Equity Grant Program on behalf of the District and approve resolution #21.09.1-505.**

Assistant District Manager Kristi Sweeney presented details and answered questions about the grant. The Board brought up concerns regarding amounts being requested, overall program intentions, who the program would serve to assist, fund reimbursements, and the time period relative to its use.

Public comment was received from citizen John S., suggesting to use the money in the bank for program reimbursement.

Chairperson Bellefeuille stated she would entertain a motion.

**MOTION:**

Director McGreehan moved approval to submit the proposal. Secretary Anderson seconded the motion.

**ROLL CALL VOTE:**

Chairperson Mary Bellefeuille, aye; Vice Chairperson Steve Rodowick, aye; Secretary Anderson, aye; Director Al McGreehan, aye; and Director Dennis Ivey, aye.

Chairperson Bellefeuille called for a break before Closed Session, beginning at 7:19pm. Meeting resumed at 7:25 pm.

Meeting entered Closed Session at 7:34 pm.

**6. CLOSED SESSION**

**6.1 Pursuant to California Government Code Section 54956.8 – Potential interest in real estate negotiations related to park expansion within the incorporated and unincorporated areas of the District.**

Report from Chairperson Bellefeuille: Board discussed potential negotiations and gave staff direction.

Regular meeting resumed at 8:32 pm.

**10. BOARD COMMENT: None.**

**004820****11. ADJOURNMENT:**

Seeing no further business, the regular meeting of the Paradise Recreation and Park District Board of Directors was adjourned at 8:33 p.m. by Chairperson Bellefeuille until the next regular Board meeting scheduled on October 13, 2021, at 6:00 p.m. in Conference Room B, at the Terry Ashe Recreation Center, (6626 Skyway, Paradise, California).

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Mary Bellefeuille, Chairperson

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Robert Anderson, Secretary

September 24, 2021

Mr. Steve Rodowick  
Board Chairperson  
Paradise Recreation and Park District  
6626 Skyway  
Paradise, California 95969-3956

Subject: Response to Interim Final Inspection Report, Large Project Closeout –  
Project Worksheet 262  
FEMA-4407-DR-CA, November 2018 California Wildfires  
Cal OES ID: 007-91002 FEMA ID: 007-U7EUH-00  
Subrecipient: Paradise Recreation and Park District  
Cal OES Log: 727353.2 FEMA Log: 395843

Dear Mr. Rodowick:

On August 5, 2021, the California Governor's Office of Emergency Services (Cal OES) received the enclosed letter of the same date, from the Federal Emergency Management Agency (FEMA). This letter advises that FEMA has reviewed Paradise Recreation and Park District's (Subrecipient) Interim Final Inspection Report, Large Project Closeout of Project Worksheet (PW) 262. Total approved funding for this project is \$523,836.08, resulting in no funding adjustment. Please refer to the enclosed FEMA letter for specific details.

A closeout package (including any obligation adjustments) will be processed under separate cover by Cal OES' Financial Processing Unit (FPU). If you have any questions regarding payments, please contact FPU at (916) 845-8110.

If you require additional information related to these closeout procedures please contact Mr. Peter Crase, Program Manager, at (916) 869-2769 or Mr. Scott Wagner, Disaster Assistance Programs Specialist, at (916) 823-2260.

Sincerely,



DAVID GILLINGS  
Public Assistance Officer

cc: Robert Pesapane, Recovery Division Director, FEMA Region IX  
vf





U.S. Department of Homeland Security  
 FEMA Region 9  
 1111 Broadway, Suite 1200  
 Oakland, CA 94607



**FEMA**

RECEIVED

**727353.2**

Aug 05, 2021

PUBLIC ASSISTANCE

August 5, 2021

Mr. David Gillings  
 State Public Assistance Officer  
 California Governor's Office of Emergency Services  
 3650 Schriever Avenue  
 Mather, California

Reference: Interim Final Inspection Report, PW 262  
 FEMA-4407-DR-CA, P.A. ID: 007-U7EUH-00  
 Subrecipient: Paradise Recreation & Parks District  
 Cal OES Log: 727353; FEMA Log: 395843

Dear Mr. Gillings:

This responds to your letter dated May 7, 2021, which submitted a Project Completion and Certification Report (P.4) for Paradise Recreation & Parks District's (Subrecipient) large Project Worksheet (PW) under FEMA-4407-DR-CA. The Subrecipient requested approval from the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) for final total funding of \$523,836.08. Cal OES forwarded the P.4 recommending final total funding of \$523,836.08.

The Subrecipient's application consists of three (3) small PWs, two (2) large PWs, and one (1) Cat Z PW. This request addresses only one (1) large PW. The requested final cost adjustments are detailed in the table below.

PW #	FEMA Prior Approved Amount	Subrecipient Claimed Amount	CalOES Recommended Amount	FEMA Final Approved Amount	FEMA Approved Adjustment
262	\$523,836.08	\$523,836.08	\$523,836.08	\$523,836.08	\$0.00
<b>Large PW Total</b>	<b>\$523,836.08</b>	<b>\$523,836.08</b>	<b>\$523,836.08</b>	<b>\$523,836.08</b>	<b>\$0.00</b>

Large Project

FEMA approved PW 262 for the cost of \$523,836.08. The work was 100% complete upon the project approval. The Subrecipient utilized Force Account Labor, Equipment, and Contracts for debris removal operations throughout Paradise Recreation and Park District between 11/17/2018 and 12/11/2019. The Subrecipient claims \$523,836.00. Cal OES recommends \$523,836.08. FEMA concurs with Cal OES' recommendation. PW 262 is approved for \$523,836.08.

*Mr. David Gillings*  
*Interim Final Inspection Report*  
*FEMA-4407-DR-CA, P.A. ID: 007-U7EUH-00*  
*Page 2 of 2*

FEMA approves the Subrecipient's request to close their PWs in the table above in accordance with Title 44 Code of Federal Regulations § 206.205. Approved funding for this Subrecipient is \$523,836.08.

If you have any questions regarding this matter, please contact me at 510-627-7226.

Sincerely,

A handwritten signature in blue ink that reads "Robert Pesapane". The signature is written in a cursive style with a large initial "R".

Robert Pesapane, Director  
Recovery Division  
FEMA Region 9

**PARADISE RECREATION & PARK DISTRICT**  
**COUNTY MONTHLY CHECK REGISTER**

<b>Fund 2510</b>
<b>September</b>

CHECK	ISSUE DATE	VOID	PAYEE	SALARY AND BENEFITS	SERVICE SUPPLIES	FIXED ASSETS	NET CHECK	NOTES
*****								
052861-052889	9/8/2021		Payroll Summary	11,071.73	0.00	0.00	11,071.73	
*****								
Direct Deposit	9/8/2021		Payroll Summary	18,186.55	0.00	0.00	18,186.55	
*****								
052919-052934	9/22/2021		Payroll Summary	9,821.36	0.00	0.00	9,821.36	
*****								
Direct Deposit	9/22/2021		Payroll Summary	18,726.64	0.00	0.00	18,726.64	
*****								
052850	9/3/2021		DSM INC		300.00		300.00	
052851	9/3/2021		INDUSTRIAL POWER PRODUCTS		1,509.00		1,509.00	
052852	9/3/2021		INLAND BUSINESS SYSTEMS		1,264.18		1,264.18	
052853	9/3/2021		TONYA CALHOON		150.00		150.00	Refund
052854	9/3/2021		CLARK PEST CONTROL		575.00		575.00	
052855	9/3/2021		FOOTHILL MILL & LUMBER CO		296.16		296.16	
052856	9/3/2021		VERIZON WIRELESS		80.22		80.22	
052857	9/3/2021		DEPARTMENT OF JUSTICE		224.00		224.00	
052858	9/3/2021		BSN SPORTS LLC		2,028.58		2,028.58	
052859	9/3/2021		BUTTE COUNTY SHERIFF'S OFFICE		38.00		38.00	
052860	9/3/2021		DE LAGE LANDEN FINANCIAL		233.49		233.49	
052890	9/17/2021		VOYA INSTITUTIONAL TRUST CO	240.00			240.00	
052891	9/17/2021		VANTAGEPOINT TRANSFER AGEN	550.00			550.00	
052892	9/17/2021		PARADISE RECREATION & PARK	18,186.55			18,186.55	A
052893	9/17/2021	Y	ELLIS ART AND ENGINEERING		0.00		0.00	
052894	9/17/2021		NORTH STATE GROCERY INC		324.88		324.88	
052895	9/17/2021		THOMAS ACE HARDWARE		2,137.93		2,137.93	
052896	9/17/2021		INDUSTRIAL POWER PRODUCTS		282.43		282.43	
052897	9/17/2021		MJB WELDING SUPPLY		140.71		140.71	
052898	9/17/2021		TYLER WOODCOX		21.39		21.39	B
052899	9/17/2021		CLARK PEST CONTROL		420.00		420.00	
052900	9/17/2021		ALPINE PORTABLE TOILET SERV		505.00		505.00	
052901	9/17/2021		JC NELSON SUPPLY CO		1,142.39		1,142.39	
052902	9/17/2021		NORMAC INC		327.47		327.47	
052903	9/17/2021		O'REILLY AUTO PARTS		48.08		48.08	
052904	9/17/2021		PET WASTE ELIMINATOR		702.89		702.89	
052905	9/17/2021		FGL EVIRONMENTAL		53.00		53.00	
052906	9/17/2021		LES SCHWAB TIRES		135.35		135.35	
052907	9/17/2021		ALHAMBRA		127.79		127.79	
052908	9/17/2021		MELTON DESIGN GROUP		5,477.00		5,477.00	
052909	9/17/2021		RIEBES AUTO PARTS		30.40		30.40	
052910	9/17/2021		CARTER LAW OFFICES		2,767.50		2,767.50	
052911	9/17/2021		VERIZON WIRELESS		355.86		355.86	
052912	9/17/2021		REIMER PEST & WEED CONTROL		1,825.00		1,825.00	
052913	9/17/2021		CARDMEMBER SERVICE		459.22		459.22	
052914	9/17/2021		KELLER SUPPLY COMPANY		2,037.64		2,037.64	
052915	9/17/2021		UMPQUA BANK		9,250.46		9,250.46	
052916	9/17/2021		COMPUTER PLUS		169.26		169.26	
052917	9/17/2021		AIR APPLIED MULCH			17,204.40	17,204.40	C
052918	9/17/2021		PG&E		113.99		113.99	
052935	9/24/2021		BRANDON BARON		129.75		129.75	B
052936	9/24/2021		KHRYSTIE SHOEMAKER		50.00		50.00	Refund
052937	9/24/2021		TYLER WOODCOX		4.83		4.83	B
052938	9/24/2021		INLAND BUSINESS SYSTEMS		299.11		299.11	

052939	9/24/2021		PARADISE RECREATION & PARKS	18,726.64			18,726.64	A
052940	9/24/2021		NORTH STATE SCREENPRINTING		484.71		484.71	
052941	9/24/2021		NORTH FORK ENTERPRISES LLC		250.00		250.00	
052942	9/24/2021		COMP, INC		130.00		130.00	
052943	9/24/2021		JENNIFER ARBUCKLE CONSULT		1,567.50		1,567.50	
052944	9/24/2021		OFFICE DEPOT		553.72		553.72	
052945	9/24/2021		STREAMLINE		360.00		360.00	
052946	9/24/2021		CAPRI		8,468.68		8,468.68	
052947	9/24/2021		NORTHSTATE AGGREGATE, INC		271.54		271.54	
052948	9/24/2021		NORTHERN RECYCLING & WASTE		417.00		417.00	
052949	9/24/2021		IMMEDIATE CARE		170.00		170.00	
052950	9/24/2021		DEPARTMENT OF JUSTICE		160.00		160.00	
052951	9/24/2021		P.G.&E.		4,573.41		4,573.41	
052952	9/24/2021		COMCAST		89.83		89.83	
052953	9/24/2021		EVANS APPRAISAL SERVICE INC		20,250.00		20,250.00	D
900704	9/10/2021		ACH STATE PR TAX	1,142.86			1,142.86	
900705	9/10/2021		ACH FED PR TAX	8,285.84			8,285.84	
900706	9/10/2021		ACH CALPERS	700.00			700.00	
900707	9/10/2021		ACH CALPERS	5,750.54			5,750.54	
900708	9/10/2021		ACH CALPERS	13,802.64			13,802.64	
900709	9/10/2021		ACH CALIFORNIA STATE DISBURS	118.61			118.61	
900710	9/17/2021		ACH CALPERS	5,530.45			5,530.45	
900711	9/24/2021		ACH STATE PR TAX	1,169.15			1,169.15	
900712	9/24/2021		ACH FED PR TAX	8,341.54			8,341.54	
900713	9/24/2021		ACH CALIFORNIA STATE DISBURS	118.61			118.61	

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<b>TOTALS</b>				<b>82,663.43</b>	<b>73,784.35</b>	<b>17,204.40</b>	<b>173,652.18</b>	
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<b>GRAND TOTALS</b>				<b>103,556.52</b>	<b>73,784.35</b>	<b>17,204.40</b>	<b>194,545.27</b>	
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Notes:

Refunds = 200.00

- A) Transferring funds to the Five Star Bank account for direct deposit payroll
- B) Employee reimbursement
- C) Engineered mulch for Terry Ashe, Bille, and Aquatic Parks playgrounds
- D) Payment for appraisals performed on five sites

Z:\Finance\Reports\Month\_End\_Reports\[Disbursements report 2021.xlsx]Sep 2021

# Staff Report

October 13, 2021



DATE: 9/30/2021  
 TO: PRPD Board of Directors (BOD)  
 FROM: Kristi Sweeney, Assistant District Manager  
 SUBJECT: Resolution #21-10-1-506 California State Parks Rural Recreation and Tourism Program Grant

## Summary

Staff seek Board approval of resolution # 21-10-1-506 to submit a proposal for the Rural Recreation and Tourism Program grant.

**Recommendation:** *Approve resolution #21-10-1-506 as presented and authorize District Manager to submit a proposal for the Rural Recreation and Tourism Program grant.*

### 1. Background

The California Department of Parks and Recreation is accepting proposals for a Rural Recreation and Tourism Program grant (RRT). This funding opportunity is part of the 2018 California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act (Prop 68). Requirements of this grant program prioritize funding for rural park development (based on population limits) in communities with significant levels of poverty. The stated goal of this RRT grant is to build new parks, or new features in existing parks, that support the health and wellness of Californians, while supporting local economies by creating destination recreation opportunities for residents in the local and surrounding communities.

Staff have gathered public input using online surveys in 2019 and 2020 regarding Bille Park feature enhancements. Based on these surveys staff worked with Melton Design Group on a conceptual design plan that incorporated the elements most requested for Bille Park. Staff will be hosting two additional public input meetings to present the conceptual design plans and revise according to public preferences. The first public meeting will be held on Zoom Thursday October 7, 2021. The second meeting will be held on Saturday October 23<sup>rd</sup> at 10:00 am at lower Bille Park.

Proposals for the RRT program grant are due November 5, 2021. Funding awards are expected in January or February 2022.

### 2. Fiscal Impact

The total grant funding available statewide is \$23,125,000. The maximum funding available per proposal is \$3 million, and the minimum amount is \$200,000. While the funding available is significant it would not go far if all proposals funded were at the maximum grant award. Staff believe that a proposal targeting \$1.5 million would be the most to request in order to maintain a competitive proposal. The grant does not require any match funding from the District if the proposal is successful and awarded funding. However, the grant money is paid to award beneficiaries through a reimbursement process. This would mean that the District would incur some income loss from investment income interest.

### 3. Permits and Environmental Review

A CEQA study would be required, as would permits from the Town, though these costs can be included in the grant funding request.

### 4. Discussion

Staff have not yet been notified about the status of the two State Parks Program grant proposals to develop Lakeridge Park (Magalia) or Noble Park (Paradise). Staff had considered creating a safety-net proposal to fund development of these parks on a smaller scale in the event that neither proposal is awarded funding. However, based on the limited funds available through the competitive proposal process, funding smaller feature development at Lakeridge or Noble Parks did not seem like a viable option. The cost for parking and restrooms would need to be included in the grant proposal, which would leave less than \$800,000 dollars to fund recreational features that would become a recreation destination if staff maintained a not-to-exceed proposal request of \$1.5 million. The grant guidelines advise that proposals will be more competitive if the recreational feature(s) reflect the majority of the overall project budget. Parking, restrooms, lighting, and landscaping are considered support amenities, not recreational features according to grant guidelines and scoring.

**5. Recommendation**

*Approve resolution #21-10-1-506 as presented and authorize District Manager to submit a proposal for the Rural Recreation and Tourism program grant.*

**Attachments:**

A. Resolution #21-10-1-506

[https://paradisepd.sharepoint.com/sites/BODMeeting/Shared Documents/\\_BOD/2021/21.1013/2021.1013.Rural.Rec.and.Tourism.Grant.Staff.Report.docx](https://paradisepd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2021/21.1013/2021.1013.Rural.Rec.and.Tourism.Grant.Staff.Report.docx)  
10/7/2021

**Staff Report****October 13, 2021**

DATE: 10/5/2021  
 TO: PRPD BOD  
 FROM: Scott Amick, Recreation Supervisor  
 SUBJECT: Paradise Charter Middle School Agreement

**Report in Brief**

Continuing District efforts to partner with established community and educational organizations, Recreation Staff have met and discussed opportunities to teach classes, deliver an afterschool expanded learning program, and lead a field trip series with Paradise Charter Middle School administration. Through STEAM-oriented (STEAM = Science, Technology, Engineering, Art, Math), Trauma informed Social Emotional Learning, and adventure-based curriculum, PRPD will remain a qualified program provider for PCMS as this collaboration develops. Utilizing key, qualified curriculum design personnel, the experiences will mark a new standard for program design and delivery by PRPD staff. As this sort of contractor relationship has not yet existed between PCMS and PRPD, staff are seeking Board approval to execute this agreement and further develop collaborative opportunities.

**Fiscal Impact**

- a) Through an initial investment in 12 Arduino Micro Controller Kits, the industry standard for electronics and coding curriculum, as well as hiring a credentialed teacher, PRPD expects to absorb a nominal expense for program supplies in the first semester of the program (~\$300) while demonstrating a gross profit of \$1,700 annually (program delivered once each semester) for the Electronics and Coding with Arduino class.
- b) Expenses associated with delivery of the expanded learning afterschool program are labor costs for staff time. Initially, Recreation Supervisor staff will facilitate the afterschool program, while training lower-level staff to assume facilitation of the program in future semesters. Staff project a \$700 profit for the first semester of expanded learning program delivery. Revenue growth is forecast to increase in future semesters as new staff are trained to deliver the program.
- c) Expenses associated with the Friday field trip series are primarily labor costs. Revenue from the Friday field trip series is projected to gross \$1080 during the fall semester, and increase in future semesters as the program matures, new staff are trained to deliver the field trip series and the program is expanded to other school sites.

**Recommendation**

Authorize District Manager to complete the Cooperators Agreement with Paradise Charter Middle School.

**Attachments:**

- A. PCMS/PRPD Cooperators Agreement

[https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared Documents/\\_BOD/2021/21.1013/2021.1013.BOD.ParadiseCharterMiddleSchool.agreement.docx](https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2021/21.1013/2021.1013.BOD.ParadiseCharterMiddleSchool.agreement.docx)  
 10/7/2021

**Contract Number SP-21-\_\_\_\_\_****2021 SERVICES AGREEMENT  
BETWEEN THE PARADISE RECREATION AND PARK DISTRICT AND PARADISE  
CHARTER MIDDLE SCHOOL**

This agreement (the “Agreement”) is executed by and between Paradise Recreation and Park District, a California recreation and park district (the “District”), and Paradise Charter Middle School (“PCMS”), a California public charter school, and is based upon the following facts:

A. PCMS desires to engage the District as an independent contractor to perform services described in Section 1 below on the terms and conditions set forth below.

B. District desires to accept such engagement as an independent contractor for PCMS on the terms and conditions set forth below.

In consideration of the foregoing facts, the recital of which by this reference is incorporated in the Agreement below as though fully set forth, and of the mutual conditions, covenants and promises, set forth below, the parties agree as follows:

1. **Scope of Services.** PCMS hereby engages District to provide services as described in the Cooperative Agreement (the “Services”), a copy of which is attached hereto as Exhibit “A.” The Services may be amended from time to time as the parties may agree in writing, with all other terms hereof remaining in force. Notwithstanding the foregoing, District will not initiate any task described in Exhibit “A” unless and until the parties agree upon such in a writing signed and dated by them as to the scope, schedule, and budget, or not to exceed amount of the particular task. Additional Services may be added as needed upon signature of a written description of the additional Scope and a budgeted amount.

2. **Standard of Care.** District’s Services performed under this Agreement will be performed in a manner consistent with the care and skill ordinarily exercised by persons performing similar services under similar conditions and circumstances to third parties.

3. **Status as Independent Contractor.** District and PCMS agree that District, in performing the Services, shall be and is an independent contractor of PCMS and nothing herein at any time shall be



construed to create the relationship of employer-employee or of joint venturers between District and PCMS. Under no circumstances shall District look to PCMS as its employer or partner. District shall not be entitled to any benefits accorded to PCMS's employees, including, without limitation, Workers' Compensation, disability insurance, vacation or sick pay. District shall be free to perform similar or other services for other persons during the term hereof so long as such does not interfere with District's timely performance of the Services for and on behalf of PCMS.

4. **Term.** The term of this agreement shall commence October 1, 2021 and extend to December 31, 2022. The completion of initial Services is outlined in Exhibit A. These Services may be extended if PCMS secures additional funding and a written amendment extends the services and signed by both parties. Additional Services may be developed with an amendment with a scope, timeline, and budget mutually agreed upon in writing. This Agreement may be extended for two consecutive one-year extensions upon mutual written agreement of the parties. Notwithstanding the foregoing, this Agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this Agreement and such default not be cured within seven days following delivery of such notice to it. Further notwithstanding the foregoing, either party may terminate this agreement without cause upon 30 days advance written notice to the other. If the PCMS terminates this Agreement without cause, District shall be paid for services performed and costs incurred by it up to the effective termination date, including its costs and expenses in concluding the Services in an orderly manner and preparing files and documentation, therefor for delivery to PCMS. In addition, any direct expenses incurred by District, including but not limited to cancellation fees or charges, shall also be reimbursed by PCMS upon acceptable documentation thereof. District shall use reasonable efforts to minimize such additional charges.

5. **Payment.** PCMS shall pay District a total sum not to exceed the amount outlined in the Exhibits. District shall bill PCMS upon completion of each task and the Deliverables therefor as identified in Exhibit "A." Exhibit B illustrates the rate schedule and or budget used for this project.

6. **Insurance Coverage.** At all times during the term hereof District shall keep and maintain in full force and effect Worker's Compensation insurance as required by applicable state laws as well as

professional liability insurance with a limit of not less than \$2 million on claims made, annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$2 million on an occurrence basis and provide PCMS with a certification of insurance naming the PCMS as additional insured and an additional insured endorsement.

7. **Compliance with Laws.** District and PCMS each shall use reasonable care in their efforts to comply with applicable laws, codes, ordinances and regulations in force at the time of the performance by each of those obligations on their part to be performed under this Agreement.

8. **No Authority to Act as Agent.** District acknowledges and agrees that it has no implied, inherent or apparent authority to act as an agent for PCMS or bind PCMS in any manner other than in performing the above services or to in any way obligate or bind the PCMS. District further covenants that it shall not make any implied or actual representations to any other person that it has any such authority.

9. **Indemnification.** District agrees to defend, indemnify and hold harmless PCMS and its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of its acts or omissions in performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused directly or indirectly by or result from the acts or omissions of District, its officers, agents or employees.

PCMS agrees to defend, indemnify and hold harmless District, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of its acts or omissions in performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused directly or indirectly by or result from the acts or omissions of PCMS, its officers, agents or employees.

10. **General Provisions.**

- a. This Agreement shall constitute the entire agreement between the parties as to the subject matter hereof.
- b. This Agreement shall not be assigned by either party without advance written permission from the other party.
- c. This Agreement shall not be revised without the written consent of each party hereto.
- d. If any provision or portion thereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.
- e. This Agreement shall be interpreted and construed in accordance with the laws of the State of California.
- f. Either party's failure to enforce any provision or provisions of this Agreement shall not be in any way construed as a waiver of any such provision or provisions or prevent that party thereafter from enforcing each and every other provision of this Agreement.
- g. Should litigation or arbitration be brought to enforce the terms of this Agreement, the prevailing party will be entitled to costs and reasonable attorney's fees.

Executed by signatures on the dates below.

<b>FUNDER</b>		<b>CONTRACTOR</b>	
<b>PARADISE CHARTER MIDDLE SCHOOL</b>		<b>PARADISE RECREATION AND PARK DISTRICT</b>	
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Bev Landers, Executive Director		PRINTED NAME AND TITLE OF PERSON SIGNING Daniel S. Efseaff, District Manager	
ADDRESS/E-MAIL 6473 Clark Rd, Paradise, CA 95969 blanders@pcms.tv		ADDRESS/E-MAIL 6626 Skyway, Paradise, CA 95969 defseaff@paradisepprd.com	
AMOUNT ENCUMBERED BY THIS DOCUMENT	TOTAL AMOUNT ENCUMBERED TO DATE		
\$ 2660	\$		

**COOPERATIVE AGREEMENT**  
**Exhibit A – SCOPE OF WORK**

Paradise Recreation and Park District (District):

The following describes the role and responsibilities and scope of work and/or services that District will provide to the PCMS.

The District shall provide facilitation of an elective class, titled Electronics and Coding with Arduino (ECWA). Arduino is an open-source hardware and software company that provides the equipment and programming environment we will be using to teach students about coding and electronics. Their devices are popular among artists, engineers, scientists, makers, and many others.

The work will include the following tasks:

1. Preparation: District will provide an Instructor who will prepare curriculum and lesson plans, as well as equipment for student use during class. Instructor will be responsible for classroom setup to the extent that any other teacher would be.
2. Classroom teaching: District Instructor will facilitate classroom experiences for students so they may develop skills consistent with the course material, and provide timely feedback to guide student development. Class will take place Mon-Thurs during 6<sup>th</sup> and 7<sup>th</sup> period (1:25 PM – 3:15 PM) for 9 weeks, beginning on Monday, October 11. With one 3-day week, due to Veteran's Day, this amounts to 35 days at 2 hours of instruction each day.

....

Paradise Charter Middle School (PCMS) will provide the following support for the above tasks:

1. PCMS will provide classroom space appropriate for number of students enrolled in class (not to exceed 12 students), as well as Chromebooks for each student so they may engage with the curriculum.
2. PCMS will provide District Instructor with any resources normally available to classroom teachers at PCMS, such as a school-issued Chromebook with access to any attendance/grading interfaces and ability to communicate with students as any other classroom teacher would.

**COOPERATIVE AGREEMENT**  
**Exhibit B – Cost Schedule or Budget**

PRPD will provide services according to the following budget:

<b>Task</b>	<b>Description</b>	<b>Cost</b>
Preparation	Classroom setup, planning, cleanup, lesson planning.	(\$35/hr)*(6hr)=\$210
Classroom Teaching	Facilitation of elective class with students.	(\$35/hr)*(70hr)=\$2450
Supplies/Materials	.....	
<b>Subtotal</b>		<b>\$2,660</b>
Indirect Costs	District rate for projects is 15% of total projects.	
Contingency	10 % of Project subtotal	\$266
<b>Total Cost</b>		Not to exceed \$2660

Compensation shall be based upon actual invoices received and shall be paid according to the District's hourly rates noted above.

Note:

Supplies/Materials/Travel or other operating expenses required on this project will be charged at actual costs plus indirect costs of 15%. Indirect costs are already contained in the hourly rates listed above.

District will be notified of Supplies/Materials/Travel or other operating expenses prior to project commencement.

Hourly rates stated above may be modified without amendment based on administrative changes in pay scales. In such event PCMS shall provide 30 days advance notice of such change including its new rate schedule.

Hourly rates stated above are based upon an 8-hour work-day and 40 hour work week. Overtime will be charged at a premium rate of one and one-half times the rates above. Overtime must be approved in advance in writing (including Email) by an authorized representative of sponsor or funder.

# Staff Report

April 14, 2021



DATE: 3/22/2021  
 TO: Board of Directors (BOD)  
 FROM: Mark Cobb, Park Supervisor  
 Dan Efsseff, District Manager  
 SUBJECT: Amended Agreement  
 PG&E Usage of TARC for Public Community Resource Center (CRC) for  
 Public Safety Power Shut Off Events

## Report In Brief

At the March 10, 2021 BOD meeting the Board considered a PG&E usage agreement for the Terry Ashe Recreation Center for Public Safety Power Shut Off Events. The agreement will allow for PG&E usage of the facility and they will provide at their expense, upgrades to the facility to provide power during power shut off events. The agreement is in effect and appears to be working well. PG&E has offered an addendum to expand this to emergency events. Legal counsel has reviewed the document and had no objections.

***Recommendation:*** Ratify the revised agreement as presented and proceed with the project unless the County objects to the project.

## Attachments:

- A. TARC PSP Indoor CRC license

[https://paradisepd.sharepoint.com/sites/BODMeeting/Shared Documents/\\_BOD/2021/21.0414/2021.0414.BOD.PG&E.PSP.report.docx](https://paradisepd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2021/21.0414/2021.0414.BOD.PG&E.PSP.report.docx)  
10/7/2021

**ADDENDUM TO LICENSE AGREEMENT (PUBLIC SAFETY POWER SHUTOFF)**

This Addendum to the LICENSE AGREEMENT (PUBLIC SAFETY POWER SHUTOFF) (“License”) dated [REDACTED], is entered into by and between Paradise Parks and Recreation District, a state government entity (“LICENSOR”) and Pacific Gas and Electric Company, a California corporation, (“PG&E”),

Through this Addendum, PG&E desires, and LICENSOR is willing, to modify the License and grant the additional rights as follows:

LICENSOR grants to PG&E, PG&E’s Representatives, and PG&E’s customers the right to use the License Area and certain interior areas of the Property in connection with an Emergency Event. For purposes of this License Agreement, an "Emergency Event" means an event, natural or human-caused, that requires an emergency response to protect life or property and is not a PG&E designated Public Safety Power Shutoff event. Examples of Emergency Events include but are not limited to a significant earthquake, wildland fire, major heat event or winter storm requiring a warming or cooling center, wind event of over forty (40) miles per hour, major gas leak or gas-related fire, cyber incident that slows system response times, or other events of this scale.

For an Emergency Event, PG&E shall be subject to the same PSPS Event terms and conditions set forth in the License.

NOW, THEREFORE, PG&E and LICENSOR agree that the License shall be modified in the manner and to the extent hereinbefore stated and LICENSOR hereby grants to PG&E the rights necessary to effect such modification.

Except as expressly set forth herein, this Addendum shall not in any way alter, modify, or terminate any provision of the License.

This Addendum may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.

**"PG&E"**

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**"LICENSOR"**

Paradise Parks and Recreation District, a state  
government entity

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_





**District Manager's Report****Meeting Date: October 13, 2021**

DATE: 10/6/2021  
 TO: PRPD Board of Directors (BOD)  
 FROM: Dan Efseaff, District Manager  
 SUBJECT: Monthly District Report

**Monthly Report****Updates**

- a. Coutolenc Park Trees - With the final clearance from FEMA, the Hazard Tree removal at the archery range is scheduled to begin on Monday, October 4<sup>th</sup> (weather permitting). The program has experienced multiple delays due to high winds, poor AQI, and Red Flag Warning conditions. They estimate the work to take approximately 2-3 weeks.
- b. Camp Fire Clean-up – the District and our insurance carriers are starting to receive the invoices related to the clean-up. While this appears to be covered under FEMA, it is sobering to consider the staggering costs of the efforts. For example, the invoice for the clean-up at 502 Pearson (Gold Nugget Museum and shop) was \$647,114.08.
- c. Paradise Sign - Volunteers are nearing the build out of the Paradise Sign on Skyway. Staff is awaiting comments from Rotary (sign owner) on the draft agreement for long-term District management of the sign. This is an important milestone for the community and demonstrates the unique partnerships and dedicated volunteers that are accomplishing things in the Community. The group is posting on social media:  
 “Stay tuned.... soon we will be announcing the process for the local organization plaque process, which will be mounted to the sign as the original sign. Paradise Recreation and Park will be guiding the plaque process for the community”.

**Administrative and Visitor Services**

- a. Admin Assistant III/BOD Clerk Interviews – PRPD staff and one guest from a neighboring District held panel interviews for candidates applying for the PRPD Administrative Assistant III/Board Clerk position in the District. Approximately 55 people applied for the position and the panel was able to interview 4 candidates (1 no-show and 1 that bowed at the last moment). Staff will reconvene the panel for additional interviews the week of October 11<sup>th</sup> – 15<sup>th</sup>, and anticipate one-on-one interviews with District Manager Efseaff the week of October 18<sup>th</sup> – 22<sup>nd</sup>.

**Finance**

- a. Routine Reports – Balance Sheet (Attachment A), Year to Date (YTD) Profit & Loss Budget vs. Actual (Attachment B), Monthly Profit & Loss (Attachment C), Investment and Reserve (Attachment D), Recovery Project for the Fiscal Year (Attachment E) and Recovery Project from Nov. 2018 (Attachment F).
- b. Impact Fees - For the month of September, the District received a total of \$16,734.04 in impact fees.
- c. Investments – Five Star Bank Interest deposits: Investment Money Market = \$7,561.88 and Grant Money Market = \$39.19.
- d. Special District COVID Relief – California Department of Finance (CDF) offered a webinar hosted by CSDA, regarding the COVID-19 Fiscal Relief for Special Districts and the Application Process. The State Budget allocated \$100 Million for independent special districts that can demonstrate fiscal impacts due to the COVID-19 Public Health Emergency. Each district's allocation is based on its proportionate share of the total unanticipated costs and revenue losses incurred by all districts during the eligible periods. Revenue losses for 2020-21 will be compared to revenue from 2018-19. Unanticipated costs (costs incurred due to COVID-19) must have been incurred between March 4, 2020, and June 15, 2021. The Department of Finance is aiming for the application web portal for this fund to go live on October 1, with applications due on or before October 15. The estimated disbursement timeline is shown below:
  - Applications open Friday, October 1, 2021
  - Applications due by Friday, October 15, 2021
  - CDF completes application review and allocation calculation Friday, November 5, 2021
  - CDF submits final allocations to State of Controller's Office (SCO) Friday, November 12, 2021

- SCO submits final allocations to County Auditor-Controller's Friday, November 12, 2021
- SCO disburses payments to County Auditor-Controller's Thursday, December 9, 2021
- Auditor-Controller's disburse payments within 30 days of receipt of funding Friday, January 7, 2022.

### **Parks (Maintenance and Operations)**

#### **a. Aquatic Park:**

- We have converted the Aquatic Park area lighting from Metal Halide to LED. The LED conversion uses approximately 50% less energy, and last 75% longer (**Figures 1 & 2**). This is one more step towards the District's goal of going green.
- Staff have been compiling an approach to remove the excessive algae build up with the California Department of Fish and Wildlife. We hope to share a plan of action at the next BOD meeting.

b. Moore Rd.: The Moore Rd. Ballfields have been quite busy. We need to give a shout-out to Willie Davidson for his dedication to our Ridge Softball programs and making sure they stay alive on the ridge. The fields themselves are looking great (**Figure 3**). The new yellow fence caps really add safety for the players as well as defining the outfield fence line.

c. Bille Park: we are happy to report that the lower Bille ridgeline trail has been cleared of all tree hazards, and the trail itself has been cleared of hazards. This has been a group effort from the CalOES tree removal program, our volunteer program, (Orchestrated by Sophia Munoz-Oliveres, PRPD Volunteer Coordinator), and the Northern California Indian Development Council (NCIDC). Without everyone being involved in this monumental effort, we couldn't have completed this project anytime soon.

d. Safety: I'm very happy to announce that we have appointed Park Maintenance II staff member Dave Ricca as our District Safety Enforcement Officer. Having this position within our District will ensure one more line of defense for safety, for us all.

### **Programs**

- Softball – The third and final Battle on the Ridge Softball Tournament was held on September 18. Eight teams competed in this successful coed tournament. Adult slow pitch softball league continues on Monday and Wednesday nights at the Moore Road Ball Park and is scheduled to be completed on October 6.
- Cross Country – The PRPD Cross Country running program began September 16 and will continue Thursday afternoons at Bille Park through October 21. There are currently 35 children participating in the program. The racecourse runs throughout the park with different distances for each age group.
- Tiny Tots – The Tiny Tots preschool program is currently in session with 12 children on Monday and Wednesday mornings. Lori McCoslin continues to provide leadership in a nourishing environment. We have recently hired Trinity Stover to assist Teacher Lori.
- Youth Sports – Flag Football and Youth Basketball Skills are being offered at Pine Ridge School on Tuesday and Thursday afternoons. Tyler Woodcox is coaching these two programs.
- Community Halloween – PRPD is planning a Halloween celebration to be held outside at the Terry Ashe Recreation Center on Saturday, October 30. In addition to games, candy and prizes, this year will include a Halloween themed movie to be shown outside on the big screen.
- Baseball Movie Series – Staff welcomed a dozen baseball enthusiasts to Pine Ridge School to watch *The Jackie Robinson Story* as a part of our district wide efforts to celebrate our National Pastime. October is a big month for professional baseball as well as for our Baseball Movie Series. The TARC will show *Moneyball* on the big screen on October 14<sup>th</sup> at 6:30 pm as well as streaming the World Series LIVE from the TARC starting later in the month. Watch social media and our homepage for further details.
- Ice Rink - As of 9/23/2021, sponsorships have commenced. There are 5 sponsors who have paid, totaling \$10,500. Six pending sponsors totaling \$13,400. We have 2 new sponsors this season, and we are reaching for more. The ice rink has four field trips booked and awaiting payment. Staffing is almost complete, with the need for 6 more Ice rink Attendants, 1 supervisor and 1 maintenance fill-in. Hiring packets were sent out and have a deadline to turn in completed by October 20<sup>th</sup>, 2021. Staff Jackets and t-shirts have been ordered and will be screen printed with the newly designed logo at the end of this month locally through A Stitch Above. Mark's crew have begun the prep work for the set-up of the Ice Rink by placing lights on the TARC and taking down the basketball backdrops. Staff orientation meeting has been scheduled, and now we wait for the ice to show up. Forrest Melton and Ice Rink Manager Lorrennis Leeds will continue the efforts of raising the donations/sponsors to cover the operational cost of this season's ice rink.

## Outreach and Development

- a. Outdoor Equity Program (OEP) Grant – After careful consideration staff have decided not to pursue the OEP grant opportunity. There was insufficient time available to craft a competitive proposal and work to draft a proposal for the Rural Recreation and Tourism grant simultaneously. Staff are hopeful that the virtual site visit with State grant agency officials was scored well and that the Youth Action Committee grant

## Projects

### a. Volunteer Program –

- i. Volunteer of the Year Award – Volunteer of the year will be a way to show annual appreciation and recognition to one identified volunteer based on hours, attitude, and leadership. This year's 2021 volunteer of the year is Heather Brownlee who has been a consistent volunteer for the District (**Figures 5 & 6**). She was one of the first volunteers to come help and has not stopped coming! Heather has volunteered at every facility, helped both maintenance and recreation departments, accumulated the most hours past the 50-hour club, and has taken on leadership roles. To show appreciation and recognition Heather will receive the volunteer of the year award plaque for her dedicated volunteer service.
- ii. Park Steward – Park stewards are long term volunteers who adopt certain parks or trails. Stewards can perform regular duties such as litter pickup, cleaning trails, removing non-native plants, reporting encroachments and dumping activity, work on special projects, and more. Stewards set their hours and work with the support of PRPD staff. Steward roles require an application process and screening since more responsibility is given to an individual. Tim Umenhofer is a park steward at Bille Park who comes out 3 – 4 days a week to help with routine maintenance of the park, and special events.
- iii. Butte Creek Annual Clean Up – Back at it again! Staff and volunteers attended the Butte Creek Annual Clean up this year (**Figures 7 & 8**). Last year was a blast and this year staff were back to continue volunteering with neighbors. Staff provided transportation to and from the event, volunteers, donated coffee (Starbucks shout out), and additional supplies (pickers, vest, garbage bags, drinks). Staff received the following message of thanks from one of the cleanup coordinators, "Kristi, Sophia and all the good people at PRPD - Thank you so much for supporting us at our Butte Creek Canyon clean-up this past Saturday. The PRPD van arrived Saturday morning with plenty of coffee, pastries and helpers! We had a good turn-out from canyon folks and others from the surrounding community, and with the addition of PRPD helpers were done by noon. It means a lot to have your support and involvement."
- iv. Phoenix 5K – Staff has been collaborating with Paradise Stronger to provide volunteers for the Phoenix 5K. Health and wellness is a top priority up on the ridge to promote positive healthy regrowth and volunteers are here to help make that happen. We will assist with set up and take down, registration, handing out water and food, giving away goodie bags, helping runners navigate the course, and timing runners. Sign-ups on website. **Details:** November 6<sup>th</sup>, 2021. 6:30am – 12pm. Paradise Ca. Meeting location TBD.
- v. Garden Club Presentation – Staff was invited to present at a Garden Club meeting. On Mon. Sept. 13<sup>th</sup> staff presented on the volunteer program and opportunities to help within the District. Some individuals worried that with limited mobility and strength they may not have a place to plug in, but staff reassured that certain projects/tasks do not require manual labor.
- vi. Love Paradise Garden Project Update – Four-month update on TARC and Bille garden project done at the beginning of May 2021 has been blooming with color. In late September, staff was able to meet with crew leads who helped lead 30 – 40 volunteers' day of event planting over 200 native plants (**Figure 9**). Crew leads were astonished, excited, and grateful to see the progress that in their own words was a "good sign of hope". Garden projects like this provide people with the realization that nature is resilient, beautiful, and needed as the town rebuilds. Season to season people can visually see they invested their time wisely as their community thrives with color and pollinators. Before and after pictures were taken to see progress, spot the differences! (**Figures 10-18**).

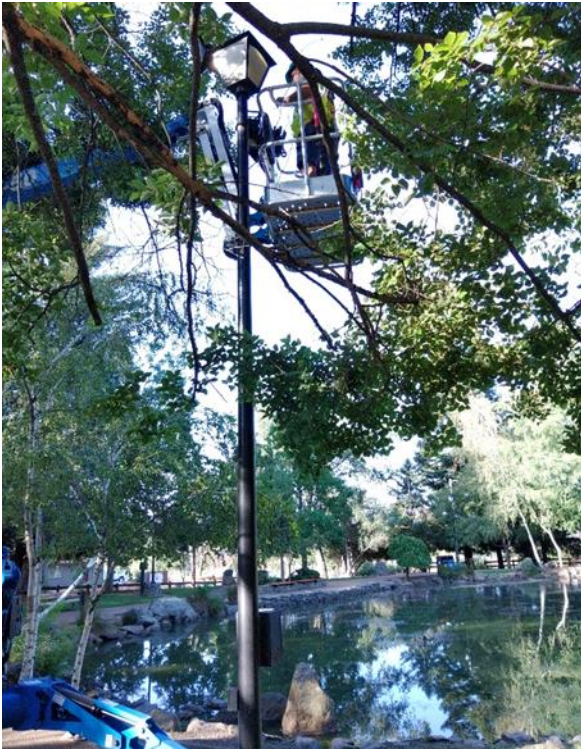
v. Total number of Volunteer Hours to Date (VHD) - 1,836.86      Last report of VHD – 1,786.86

- a. Paradise Lake: 1,076.26
- b. Bille: 104.5
- c. Noble: 73
- d. Lakeridge: 72
- e. Crain Memorial Park: 373.1
- f. Terry Ashe Recreation Center: 87
- g. Aquatic Park: 30
- h. Moore Road Ball Park: 21

**Upcoming**

- a. Baseball Movie Series – “Moneyball” starts at 6:30 at Terry Ashe Recreation Center on Thursday October 14, 2021.
- b. Bille Park Design Planning Site Visit – Staff will lead a site visit at lower Bille Park on Saturday October 23, 2021 with residents interested in providing input on new site features and support amenities at Bille Park.

## Photographs



*Figure 1. Staff on lift replacing metal halide light fixtures with LED.*



*Figure 2. PRPD getting greener one light at a time.*



*Figure 3. Moore Rd. baseball field ready for play.*



Figure 4. PRPD cross country program at Bille Park.



Figure 5. Heather Brownlee guiding volunteers during a gardening project. (Love Paradise, 2021).



Figure 6. Crew leads, Heather and Jaudie, enjoying their awesome work they helped lead at Terry Ashe Recreation Center.



Figure 7. Staff and volunteers at Butte Creek Canyon cleanup event



Figure 8. Volunteers at work during Butte Creek Canyon cleanup event



Figure 9. TARC Before.



Figure 10. TARC After.



Figure 11. TARC Before.



Figure 12. TARC After.





Figure 13. TARC Before.

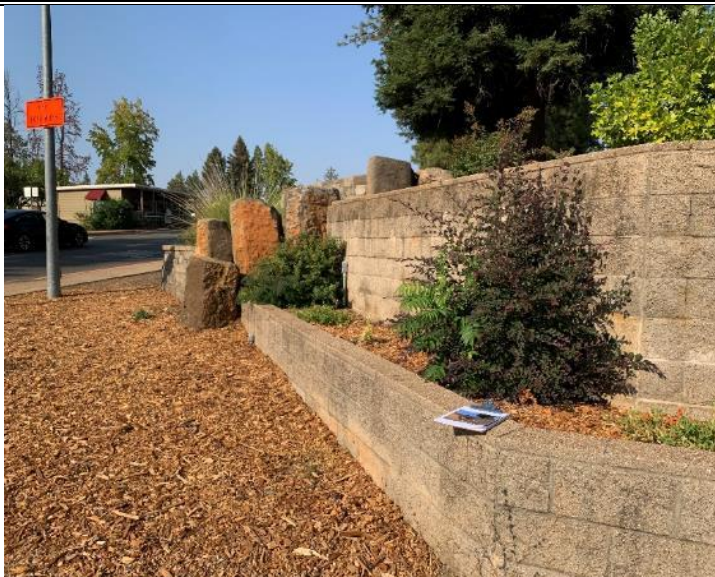


Figure 14. TARC After.



Figure 15. TARC Before.



Figure 16. TARC After.



*Figure 17. TARC Before.*



*Figure 18. TARC After.*

**Attachments:**

- A. Balance Sheet Y
- B. Year to Date (YTD) Profit & Loss Budget vs. Actual
- C. Monthly Profit & Loss
- D. Investment and Reserve
- E. Recovery Project for the Fiscal Year
- F. Recovery Project from Nov. 2018

[https://paradisepd.sharepoint.com/sites/BODMeeting/Shared Documents/\\_BOD/2021.BOD.DistrictReport.Template.19.0124.docx](https://paradisepd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2021.BOD.DistrictReport.Template.19.0124.docx)  
10/7/2021

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10/01/21  
Accrual Basis

**PRPD**  
**Balance Sheet**  
As of September 30, 2021

	Sep 30, 21
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1000 · Mechanics Bank - Operating	89,124.72
1003 · Five Star Bank - Payroll	25,010.52
1005 · Petty Cash	300.00
1008 · North Valley Community Found	2,414.77
1010 · Treasury Cash - 2510	
1011 · General Operating	-1,166,253.68
1012 · ACO Reserve	606,700.00
1013 · General Reserve	3,000.00
1014 · Deposits held for others	1,000.00
<b>Total 1010 · Treasury Cash - 2510</b>	-555,553.68
<b>1030 · Investments</b>	
1031 · Five Star Bank Money Market	3,662,868.10
1032 · Five Star Bank Grant M. M.	215,776.46
1033 · Investment Reserves	
1033.02 · Capital Improvement & Acquisit	9,498,902.29
1033.03 · Current Operations	8,011,725.70
1033.04 · Desig Proj/Sp Use/Grant Match	751,099.28
1033.05 · Future Operations	18,777,482.12
1033.06 · Technology	150,219.85
1033.07 · Vehicle Fleet & Equipment	751,099.28
<b>Total 1033 · Investment Reserves</b>	37,940,528.52
<b>Total 1030 · Investments</b>	41,819,173.08
<b>1100 · Designated Treasury Funds</b>	
1112 · Grosso Endowment-2512	53,632.13
1113 · Grosso Scholarship-2513	4,619.16
1114 · Designated Donations-2514	
1114-1 · Bille Park Donations	125.00
1114-10 · Swim Scholarship Fund	997.82
1114-11 · Dog Park Donations	2,874.61
1114-12 · Coutolenc Camp Fund	1,452.89
1114-13 · Ice Rink Donations	49,213.83
1114-14 · General Donations	7,020.75
1114-2 · Bike Park Fund	1,500.00
1114-3 · Lakeridge Park Donations	3,050.00
1114-4 · Sports Equipment Donations	
1114-41 · Wrestling Mat fund	773.60
<b>Total 1114-4 · Sports Equipment Donations</b>	773.60
1114-5 · Pam Young Fund	1,000.00
1114-6 · Easter Egg Scholarships	4,593.61
1114-7 · Child-Youth Scholarships	10.00
1114-8 · McGreehan Children's Schlshp	2,063.00
1114-9 · Skate Park Fund	3,044.36
1114 · Designated Donations-2514 - Other	223.24
<b>Total 1114 · Designated Donations-2514</b>	77,942.71
<b>Total 1100 · Designated Treasury Funds</b>	136,194.00
<b>1119 · Impact Fees</b>	
1120 · Sub Div Fees - 2520	8,236.81
1121 · Park Acqui Unincorp - 2521	64,154.64
1122 · Park Dev Unincorp - 2522	126,120.79
1124 · District Fac Unincorp - 2524	51,862.45
1126 · Park Acqui Incorp - 2526	156,391.71
1127 · Park Dev Incorp - 2527	461,997.21
1128 · District Fac Incorp - 2528	92,719.48

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Accrual Basis

**PRPD**  
**Balance Sheet**  
As of September 30, 2021

	Sep 30, 21
Total 1119 · Impact Fees	961,483.09
<b>Total Checking/Savings</b>	<b>42,478,146.50</b>
<b>Other Current Assets</b>	
1310 · Miscellaneous Receivables	20,504.10
1400 · Interest Receivable	
1410 · Interest Receivable	2,786.80
1413 · Interest Receivable - 2513	222.58
1420 · Interest Receivable - 2520	2,452.18
<b>Total 1400 · Interest Receivable</b>	<b>5,461.56</b>
1500 · FMV Adjustments	
1510 · FMV Adjustment-2510	13,599.33
1512 · FMV Adjustment-2512	2,420.78
1513 · FMV Adjustment-2513	11,997.91
1500 · FMV Adjustments - Other	1,978.92
<b>Total 1500 · FMV Adjustments</b>	<b>29,996.94</b>
<b>Total Other Current Assets</b>	<b>55,962.60</b>
<b>Total Current Assets</b>	<b>42,534,109.10</b>
<b>Fixed Assets</b>	
1710 · Land	750,088.53
1720 · Buildings	5,741,888.45
1730 · Furn., Fixtures & Equip (>\$5k)	1,094,125.02
1798 · Accum Depr - Furn Fixture Equip	-276,237.45
1799 · Accum Depr - Buildings	-4,241,039.94
1800 · Construction in Progress	
1810 · CIP-Planning	
1810.1 · CIP-BSF Park Planning	130,730.72
<b>Total 1810 · CIP-Planning</b>	<b>130,730.72</b>
1820 · CIP-Acquisition	
1820.1 · Oak & Noble Acquisition	18,347.50
1820.2 · Buffer (TNC)	15,250.00
<b>Total 1820 · CIP-Acquisition</b>	<b>33,597.50</b>
1830 · CIP-Development	
1830.1 · CIP-Aquatic Park Lighting	580.01
<b>Total 1830 · CIP-Development</b>	<b>580.01</b>
1840 · CIP-Facility & Park Amenities	
1840.1 · CIP-Paradise Pool Swim Blocks	1,247.17
1840.2 · CIP-Cal Recycle	170,805.52
1840.4 · CIP-RTGGP Trails Grant	36.19
1840.5 · Existing Park Improvements	17,204.40
<b>Total 1840 · CIP-Facility &amp; Park Amenities</b>	<b>189,293.28</b>
<b>Total 1800 · Construction in Progress</b>	<b>354,201.51</b>
<b>Total Fixed Assets</b>	<b>3,423,026.12</b>
<b>Other Assets</b>	
1900 · PCV Promissory Note	300,322.00
1950 · Deferred Outflow - Pension	164,084.00
<b>Total Other Assets</b>	<b>464,406.00</b>
<b>TOTAL ASSETS</b>	<b>46,421,541.22</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	

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Accrual Basis

**PRPD**  
**Balance Sheet**  
As of September 30, 2021

	Sep 30, 21
<b>Accounts Payable</b>	
2000 · Accounts Payable	39,286.29
<b>Total Accounts Payable</b>	39,286.29
<b>Other Current Liabilities</b>	
<b>2100 · Payroll Liabilities</b>	
2120 · Payroll Taxes Payable	-10,758.18
2130 · Health Benefits Payable	-7.82
2140 · FSA payable	-609.06
2160 · 457 Retirement Payable	790.00
2170 · CalPers Payable	26,162.43
2180 · Garnishments payable	-2.50
2190 · Accrued Leave Payable	
2192 · Sick leave payable	13,125.81
2193 · Vacation leave payable	31,148.82
<b>Total 2190 · Accrued Leave Payable</b>	44,274.63
<b>Total 2100 · Payroll Liabilities</b>	59,849.50
2300 · Deposits - refundable	1,000.00
<b>2400 · Deferred Revenue</b>	
2430 · Deferred Inflow - Pension	40,310.00
2440 · Deferred CIP Revenue	200,000.00
<b>Total 2400 · Deferred Revenue</b>	240,310.00
<b>Total Other Current Liabilities</b>	301,159.50
<b>Total Current Liabilities</b>	340,445.79
<b>Long Term Liabilities</b>	
2700 · FEMA Community Disaster Loan	461,680.00
2805 · CalPers Pension Liability	419,464.00
2806 · OPEB Liability	391,761.00
<b>Total Long Term Liabilities</b>	1,272,905.00
<b>Total Liabilities</b>	1,613,350.79
<b>Equity</b>	
2030 · Designated for Petty Cash	300.00
<b>3000 · General Fund Balances-2510</b>	
3010 · General Fund Available	291,149.99
3030 · General Reserve	3,000.00
3050 · Designated Captial Outlay	606,700.00
<b>Total 3000 · General Fund Balances-2510</b>	900,849.99
3100 · Net of Capital Investments	2,646,058.58
<b>3200 · Designated Fund Balances</b>	
3212 · Grosso Endowment-2512	54,619.72
3213 · Grosso Scholarship-2513	4,926.80
3214 · Donations - 2514	74,766.17
3220 · Impact Fees	790,446.35
<b>Total 3200 · Designated Fund Balances</b>	924,759.04
3280 · Invest. in General Fixed Assets	-140,627.23
3900 · Retained Earnings	40,845,724.81
3999 · Opening Balance Equity	-354,580.80
Net Income	-14,293.96
<b>Total Equity</b>	44,808,190.43
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>46,421,541.22</b>

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Accrual Basis

**PRPD**  
**Profit & Loss Budget vs. Actual**  
 July through September 2021

	Jul - Sep 21	Budget	\$ Over Budget	% of Bu...
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
4100 · Tax Revenue	0.00	718,000.00	-718,000.00	0.0%
4200 · Impact Fee revenue	45,578.25	120,000.00	-74,421.75	38.0%
4300 · Program Income	64,192.22	206,500.00	-142,307.78	31.1%
4350 · Concession & Merchandise sales	0.00	2,100.00	-2,100.00	0.0%
4400 · Donation & Fundraising Income	4,317.05	55,300.00	-50,982.95	7.8%
4500 · Grant Income	504,048.53	642,000.00	-137,951.47	78.5%
4600 · Other Revenue	0.00	405,500.00	-405,500.00	0.0%
4900 · Interest Income	25,442.99	251,900.00	-226,457.01	10.1%
<b>Total Income</b>	<b>643,579.04</b>	<b>2,401,300.00</b>	<b>-1,757,720.96</b>	<b>26.8%</b>
<b>Gross Profit</b>	<b>643,579.04</b>	<b>2,401,300.00</b>	<b>-1,757,720.96</b>	<b>26.8%</b>
<b>Expense</b>				
5000 · Payroll Expenses				
5010 · Wages & Salaries	355,726.70	1,220,400.00	-864,673.30	29.1%
5020 · Employer Taxes	28,233.53	61,800.00	-33,566.47	45.7%
5030 · Employee Benefits				
5030.1 · Retired Health Premium Employer	3,336.50			
5030.2 · Admin Fee for Active	89.90			
5030.3 · Admin Fee for Retired	407.42			
5030 · Employee Benefits - Other	66,980.18	257,100.00	-190,119.82	26.1%
<b>Total 5030 · Employee Benefits</b>	<b>70,814.00</b>	<b>257,100.00</b>	<b>-186,286.00</b>	<b>27.5%</b>
5040 · Workers Comp Expense	16,937.36	56,700.00	-39,762.64	29.9%
5060 · Other Personnel Costs	4,779.64	15,800.00	-11,020.36	30.3%
5000 · Payroll Expenses - Other	1,635.20	0.00	1,635.20	100.0%
<b>Total 5000 · Payroll Expenses</b>	<b>478,126.43</b>	<b>1,611,800.00</b>	<b>-1,133,673.57</b>	<b>29.7%</b>
5100 · Program Expenses				
5110 · Concession & Merchandise Exp.	292.49	6,900.00	-6,607.51	4.2%
5120 · Program Contract Labor	500.00	6,500.00	-6,000.00	7.7%
5130 · Program Supplies	6,645.60	27,700.00	-21,054.40	24.0%
5100 · Program Expenses - Other	0.00	0.00	0.00	0.0%
<b>Total 5100 · Program Expenses</b>	<b>7,438.09</b>	<b>41,100.00</b>	<b>-33,661.91</b>	<b>18.1%</b>
5140 · Fundraising Expense	0.00	18,200.00	-18,200.00	0.0%
5200 · Advertising & Promotion	1,891.61	11,200.00	-9,308.39	16.9%
5220 · Bank & Merchant Fees	1,557.86	5,200.00	-3,642.14	30.0%
5230 · Contributions to Others	2,500.00	25,600.00	-23,100.00	9.8%
5240 · Copying & Printing	2,597.37	7,100.00	-4,502.63	36.6%
5260 · Dues, Mbrshps, Subscr, & Pubs	5,066.61	32,600.00	-27,533.39	15.5%
5270 · Education, Training & Staff Dev	139.40	8,500.00	-8,360.60	1.6%
5280 · Equip., Tools & Furn (<\$5k)				
5282 · Office ET&F	638.60	10,300.00	-9,661.40	6.2%
5284 · Program ET&F	0.00	10,300.00	-10,300.00	0.0%
5286 · Small Tools & Equipment	8,974.83	21,200.00	-12,225.17	42.3%
5280 · Equip., Tools & Furn (<\$5k) - Other	0.00	0.00	0.00	0.0%
<b>Total 5280 · Equip., Tools &amp; Furn (&lt;\$5k)</b>	<b>9,613.43</b>	<b>41,800.00</b>	<b>-32,186.57</b>	<b>23.0%</b>
5290 · Equipment Rental	3,211.17	94,900.00	-91,688.83	3.4%
5300 · Insurance	40,424.00	76,400.00	-35,976.00	52.9%
5310 · Interest Expense	56.23	1,100.00	-1,043.77	5.1%
5320 · Miscellaneous Expense	0.00	300.00	-300.00	0.0%
5330 · Professional & Outside services				
5332 · Accounting	1,377.12	44,800.00	-43,422.88	3.1%
5334 · Legal	4,837.50	25,800.00	-20,962.50	18.8%
5336 · Engineering	24.29	203,000.00	-202,975.71	0.0%
5338 · Other Prof. & Outside Labor	10,989.34	365,000.00	-354,010.66	3.0%
5330 · Professional & Outside services - Other	250.00	0.00	250.00	100.0%
<b>Total 5330 · Professional &amp; Outside services</b>	<b>17,478.25</b>	<b>638,600.00</b>	<b>-621,121.75</b>	<b>2.7%</b>

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Accrual Basis

**PRPD**  
**Profit & Loss Budget vs. Actual**  
**July through September 2021**

	Jul - Sep 21	Budget	\$ Over Budget	% of Bu...
5340 · Postage & Delivery	1,051.40	2,000.00	-948.60	52.6%
5350 · Rent-Facility use fees	1,273.75	7,800.00	-6,526.25	16.3%
<b>5360 · Repair &amp; Maintenance</b>				
5361 · Building R&M	46.15	24,000.00	-23,953.85	0.2%
5362 · Equipment R&M	1,308.10	19,000.00	-17,691.90	6.9%
5363 · General R&M	2,402.30	21,000.00	-18,597.70	11.4%
5364 · Grounds R&M	12,156.17	57,000.00	-44,843.83	21.3%
5365 · Pool R&M	19,583.39	19,000.00	583.39	103.1%
5366 · Vehicle R&M	244.77	11,000.00	-10,755.23	2.2%
5367 · Janitorial	2,139.72	11,000.00	-8,860.28	19.5%
5368 · Security	252.66	7,000.00	-6,747.34	3.6%
5369 · Vandalism	0.00	1,000.00	-1,000.00	0.0%
5360 · Repair & Maintenance - Other	0.00	0.00	0.00	0.0%
<b>Total 5360 · Repair &amp; Maintenance</b>	<b>38,133.26</b>	<b>170,000.00</b>	<b>-131,866.74</b>	<b>22.4%</b>
<b>5370 · Supplies - Consumable</b>				
5372 · Office Supplies	2,250.32	12,900.00	-10,649.68	17.4%
5374 · Safety & staff supplies	2,514.86	16,500.00	-13,985.14	15.2%
5370 · Supplies - Consumable - Other	0.00	0.00	0.00	0.0%
<b>Total 5370 · Supplies - Consumable</b>	<b>4,765.18</b>	<b>29,400.00</b>	<b>-24,634.82</b>	<b>16.2%</b>
5380 · Taxes, Lic., Notices & Permits	3,329.48	4,200.00	-870.52	79.3%
5390 · Telephone & Internet	3,695.77	24,800.00	-21,104.23	14.9%
<b>5400 · Transportation, Meals &amp; Travel</b>				
5402 · Air, Lodging & Other Travel	2,255.45	9,000.00	-6,744.55	25.1%
5404 · Fuel	7,420.57	16,800.00	-9,379.43	44.2%
5406 · Meals	1,422.63	5,000.00	-3,577.37	28.5%
5408 · Mileage & Auto Allowance	0.00	8,900.00	-8,900.00	0.0%
5400 · Transportation, Meals & Travel - Other	0.00	0.00	0.00	0.0%
<b>Total 5400 · Transportation, Meals &amp; Travel</b>	<b>11,098.65</b>	<b>39,700.00</b>	<b>-28,601.35</b>	<b>28.0%</b>
<b>5410 · Utilities</b>				
5412 · Electric & Gas	14,859.48	60,900.00	-46,040.52	24.4%
5414 · Water	7,712.80	24,200.00	-16,487.20	31.9%
5416 · Garbage	1,852.78	15,200.00	-13,347.22	12.2%
5410 · Utilities - Other	0.00	0.00	0.00	0.0%
<b>Total 5410 · Utilities</b>	<b>24,425.06</b>	<b>100,300.00</b>	<b>-75,874.94</b>	<b>24.4%</b>
<b>Total Expense</b>	<b>657,873.00</b>	<b>2,992,600.00</b>	<b>-2,334,727.00</b>	<b>22.0%</b>
<b>Net Ordinary Income</b>	<b>-14,293.96</b>	<b>-591,300.00</b>	<b>577,006.04</b>	<b>2.4%</b>
<b>Net Income</b>	<b>-14,293.96</b>	<b>-591,300.00</b>	<b>577,006.04</b>	<b>2.4%</b>

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10/01/21  
Accrual Basis

**PRPD**  
**Profit & Loss**  
September 2021

	Sep 21
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
4200 · Impact Fee revenue	16,734.04
4300 · Program Income	12,733.69
4400 · Donation & Fundraising Income	2,924.00
4900 · Interest Income	7,646.10
	40,037.83
<b>Total Income</b>	40,037.83
<b>Gross Profit</b>	40,037.83
<b>Expense</b>	
5000 · Payroll Expenses	
5010 · Wages & Salaries	80,146.31
5020 · Employer Taxes	5,915.19
5030 · Employee Benefits	
5030.1 · Retired Health Premium Employer	1,239.25
5030.2 · Admin Fee for Active	31.31
5030.3 · Admin Fee for Retired	8.84
5030 · Employee Benefits - Other	15,412.14
	16,691.54
5040 · Workers Comp Expense	8,468.68
5060 · Other Personnel Costs	2,753.21
5000 · Payroll Expenses - Other	934.40
	114,909.33
5100 · Program Expenses	
5130 · Program Supplies	3,064.15
	3,064.15
5200 · Advertising & Promotion	1,500.00
5220 · Bank & Merchant Fees	434.48
5240 · Copying & Printing	307.78
5260 · Dues, Mbrshps, Subscr, & Pubs	591.97
5270 · Education, Training & Staff Dev	575.00
5280 · Equip., Tools & Furn (<\$5k)	
5282 · Office ET&F	632.18
5286 · Small Tools & Equipment	3,069.34
	3,701.52
5290 · Equipment Rental	1,351.40
5330 · Professional & Outside services	
5332 · Accounting	593.56
5338 · Other Prof. & Outside Labor	2,047.56
5330 · Professional & Outside services - Other	250.00
	2,891.12
5350 · Rent-Facility use fees	1,273.75
5360 · Repair & Maintenance	
5361 · Building R&M	19.66
5362 · Equipment R&M	506.90
5363 · General R&M	1,277.48
5364 · Grounds R&M	8,150.39
5365 · Pool R&M	3,870.51
5366 · Vehicle R&M	31.20
5367 · Janitorial	546.20
	14,402.34
5370 · Supplies - Consumable	
5372 · Office Supplies	1,019.44
5374 · Safety & staff supplies	1,280.72
	2,300.16



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Accrual Basis

**PRPD**  
**Profit & Loss**  
**September 2021**

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	Sep 21
Total 5370 · Supplies - Consumable	2,300.16
5390 · Telephone & Internet	1,204.13
5400 · Transportation, Meals & Travel	
5404 · Fuel	2,468.17
5406 · Meals	237.13
Total 5400 · Transportation, Meals & Travel	2,705.30
5410 · Utilities	
5412 · Electric & Gas	4,687.40
5414 · Water	3,856.40
5416 · Garbage	417.00
Total 5410 · Utilities	8,960.80
Total Expense	160,173.23
Net Ordinary Income	-120,135.40
Net Income	<b>-120,135.40</b>

**Paradise Recreation & Park District  
Investment & Reserves Report  
31-Jul-21**

Summary	Maximum Target	6/30/2021 Balance	2021/2022 Allocated	2021/2022 Interest	7/31/2021 Balance	Annual Funding Goal
<b>Reserve Funds</b>						
CalPERS 115 Trust	500,000	0.00	0.00	0.00	0.00	30,000
Capital Improvement & Acquisition	25,000,000	9,493,120.05	0.00	5,781.92	9,498,901.97	100,000
Current Operations	8,000,000	8,006,848.74	0.00	4,876.69	8,011,725.43	50,000
Designated Project/Special Use/Grant Matching	1,500,000	750,642.06	0.00	457.19	751,099.25	50,000
Future Operations	25,000,000	18,766,051.76	0.00	11,429.74	18,777,481.50	100,000
Technology	150,000	150,128.41	0.00	91.44	150,219.85	5,000
Vehicle Fleet & Equipment	1,000,000	750,642.06	0.00	457.19	751,099.25	75,000
<b>Total Reserves Funds</b>	<b>61,150,000</b>	<b>37,917,433.08</b>	<b>0.00</b>	<b>23,094.17</b>	<b>37,940,527.25</b>	<b>410,000</b>

**Detail**

Five Star Investment Money Market	2021 - 2022	
	7/31/2021	Interest Earned
CalPERS 115 Trust	0.00	0.00
Capital Improvement & Acquisition	9,498,901.97	1,728.04
Current Operations	8,011,725.43	1,457.49
Designated Project/Special Use/Grant Matching	751,099.25	136.64
Future Operations	18,777,481.50	3,415.99
Technology	150,219.85	27.33
Vehicle Fleet & Equipment	751,099.25	136.64
General Operating	3,626,633.92	659.76
<b>Sub-Total Five Star</b>	<b>41,567,161.17</b>	<b>7,561.88</b>
Add/Subtract Changes		
<b>Total Five Star</b>	<b>41,603,396.62</b>	

Five Star	Beginning Balance	Change	Interest Earned	Ending Balance
	Grant Money Market Account		215,737.27	0.00
Payroll Interest Checking	25,009.02	0.00	1.50	25,010.52
<b>Total Five Star</b>	<b>240,746.29</b>	<b>0.00</b>	<b>40.69</b>	<b>240,786.98</b>

**Mechanics**

Checking (as of August 31, 2021)	106,120.76	181,376.01 *	0.00	287,496.77
<b>Total</b>	<b>106,120.76</b>	<b>181,376.01</b>	<b>0</b>	<b>287,496.77</b>

\* Daily Deposits from patron payments

<b>Total in interest earning accounts</b>	<b>42,131,680.37</b>	<b>7,602.57</b>
<b>Other Investment Income</b>		<b>0.00</b>
<b>Total</b>		<b>7,602.57</b>

Paradise Recreation & Park District's (District) Investment Policy describes the District's commitment to managing risk by selecting investment products based on safety, liquidity and yield. Per California Government Code Section 53600 et. seq., specifically section 53646 and section 53607, this investment report details all investment-related activity in the current period. District investable funds are currently invested in Five Star Bank which meets those standards. That being said, the District's Investment Policy remains a prudent investment course, and is in compliance with the "Prudent Investor's Policy" designed to protect public funds.

PRPD  
**Recovery Project**  
July through September 2021

	<u>Recovery Project</u>
Ordinary Income/Expense	
Expense	
5000 · Payroll Expenses	
5010 · Wages & Salaries	158.64
5020 · Employer Taxes	13.08
5030 · Employee Benefits	30.48
Total 5000 · Payroll Expenses	<u>202.20</u>
5280 · Equip., Tools & Furn (<\$5k)	
5286 · Small Tools & Equipment	2,164.17
Total 5280 · Equip., Tools & Furn (<\$5k)	<u>2,164.17</u>
5290 · Equipment Rental	2,443.70
5360 · Repair & Maintenance	
5362 · Equipment R&M	185.51
5363 · General R&M	552.50
5364 · Grounds R&M	2,962.46
Total 5360 · Repair & Maintenance	<u>3,700.47</u>
5370 · Supplies - Consumable	
5374 · Safety & staff supplies	99.34
Total 5370 · Supplies - Consumable	<u>99.34</u>
5390 · Telephone & Internet	89.83
Total Expense	<u>8,699.71</u>
Net Ordinary Income	<u>-8,699.71</u>
Net Income	<u><u>-8,699.71</u></u>

PRPD  
**Recovery Project**

November 8, 2018 through September 30, 2021

	<u>Recovery Project</u>
Ordinary Income/Expense	
Income	
4600 - Other Revenue	1,587,992.78
Total Income	<u>1,587,992.78</u>
Gross Profit	1,587,992.78
Expense	
5000 - Payroll Expenses	
5010 - Wages & Salaries	185,890.06
5020 - Employer Taxes	13,324.82
5030 - Employee Benefits	48,274.84
Total 5000 - Payroll Expenses	<u>247,489.72</u>
5100 - Program Expenses	
5130 - Program Supplies	13,487.94
Total 5100 - Program Expenses	<u>13,487.94</u>
5200 - Advertising & Promotion	304.93
5240 - Copying & Printing	22.52
5270 - Education, Training & Staff Dev	50.00
5280 - Equip., Tools & Furn (<\$5k)	
5282 - Office ET&F	65.66
5284 - Program ET&F	1,412.32
5286 - Small Tools & Equipment	29,102.93
Total 5280 - Equip., Tools & Furn (<\$5k)	<u>30,580.91</u>
5290 - Equipment Rental	74,064.31
5320 - Miscellaneous Expense	505.61
5330 - Professional & Outside services	
5336 - Engineering	5,859.14
5338 - Other Prof. & Outside Labor	16,418.17
Total 5330 - Professional & Outside services	<u>22,277.31</u>
5350 - Rent-Facility use fees	14,800.00
5360 - Repair & Maintenance	
5361 - Building R&M	21,503.61
5362 - Equipment R&M	9,787.56
5363 - General R&M	379,219.56
5364 - Grounds R&M	126,139.68
5365 - Pool R&M	3,882.43
5366 - Vehicle R&M	11,463.48
5367 - Janitorial	1,767.46
5368 - Security	2,004.49
5369 - Vandalism	108.64
Total 5360 - Repair & Maintenance	<u>555,876.91</u>
5370 - Supplies - Consumable	
5372 - Office Supplies	5,707.63
5374 - Safety & staff supplies	7,053.65
Total 5370 - Supplies - Consumable	<u>12,761.28</u>
5380 - Taxes, Lic., Notices & Permits	120.34

PRPD  
**Recovery Project**

November 8, 2018 through September 30, 2021

	<u>Recovery Project</u>
5390 - Telephone & Internet	2,445.96
5400 - Transportation, Meals & Travel	
5402 - Air, Lodging & Other Travel	325.37
5404 - Fuel	5,046.18
5406 - Meals	345.22
5408 - Mileage & Auto Allowance	17.60
Total 5400 - Transportation, Meals & Travel	<u>5,734.37</u>
5410 - Utilities	
5412 - Electric & Gas	589.11
5416 - Garbage	10,698.01
Total 5410 - Utilities	<u>11,287.12</u>
Total Expense	<u>991,809.23</u>
Net Ordinary Income	596,183.55
Other Income/Expense	
Other Expense	
9999 - Misc. Expense	-1,000,000.00
Total Other Expense	<u>-1,000,000.00</u>
Net Other Income	<u>1,000,000.00</u>
Net Income	<u><u>1,596,183.55</u></u>

## Staff Report

October 13, 2021



DATE: 10/1/2021  
 TO: BOD members  
 FROM: Dan Efseaff, District Manager  
 SUBJECT: Memorandum of Understanding: Paradise Community Center

### Report In Brief

Prior to the 2018 Camp Fire, the Paradise Community Center (PCC) owned and operated the multipurpose Paradise Community Center for Paradise and the Upper Ridge (formerly the Paradise Senior Center) which served as a focal point for a variety of citizens. The Center was located at 877 Nunneley Road, Paradise, CA 95969 (Butte County Assessor's Parcel Number 053-120-085).

Over the past few weeks, staff have been working with representatives of the Paradise Community Center, (PCC) (formerly the Paradise Ridge Senior Center) to explore mutual interests in completing the rebuild of the center and exploring long-term operation and programing of the facility.

These conversations have progressed to the point where staff and PCC express interest in exploring the feasibility of a partnership and report back to our Boards to answer outstanding questions and explore community needs. The Feasibility Report will explore a potential partnership and strategy to complete the reconstruction of the facility, and if recommended, the 6-month effort will also yield a more complete agreement to move into the implementation phase.

As this development may provide opportunities for other community partners, the agreement will conduct outreach with the members of PATCH (Paradise Arts, Theater and Community Hub), and the Paradise Performing Arts Center (PPAC) representatives and the community to explore partnership options.

**Recommendation:** *Authorize District Manager to finalize the MOU with PCC.*

### Attachments:

- A. Draft 2021 Memorandum of Understanding between the Paradise Recreation and Park District and the Paradise Community Center

[https://paradisepd.sharepoint.com/sites/BODMeeting/Shared Documents/\\_BOD/2021/21.1013/BOD.Paradise.Community.Center.MOU.Report.21.0908.docx](https://paradisepd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2021/21.1013/BOD.Paradise.Community.Center.MOU.Report.21.0908.docx)

10/7/2021

**2021 MEMORANDUM OF UNDERSTANDING  
BETWEEN THE PARADISE RECREATION AND PARK DISTRICT AND  
PARADISE COMMUNITY CENTER**

This Memorandum of Understanding (“MOU”) is executed on the date last set forth below opposite the parties’ signatures by and between Paradise Community Center, a California nonprofit public benefit corporation (“PCC”) and Paradise Recreation and Park District, a California recreation and park district (“PRPD”) and is based upon the following facts:

A. Prior to the 2018 Camp Fire, PCC owned and operated a multipurpose Community Center for Paradise and the Upper Ridge (the “Center”) which served as a focal point of a community-based service delivery system for senior citizens and other community members. The Center was located at 877 Nunneley Road, Paradise, CA 95969, being Butte County Assessor’s Parcel Number 053-120-085 (the “Property”).

B. The Center was destroyed in the Camp Fire. PCC is anticipating recovery of casualty loss insurance proceeds for the Center from its insurer, the total sum of which should enable the Center to be reconstructed on the Property.

C. Due to the dislocation caused by the Camp Fire, the Town of Paradise has lost many of its citizens who have relocated to other locales. While PCC continues to believe that the Town of Paradise in the future shall need a facility similar to the Center, and although it anticipates receiving from its insurer sufficient proceeds to enable the reconstruction of the Center on the Property, its directors and officers believe this task better could be taken on by PRPD.

D. PRPD serves the recreation and park needs of the Greater Ridge Area including Paradise and the Upper Ridge and owns and maintains the facilities therefor, including, without limitation the Terry Ashe Recreation Center. It has substantial knowledge of and experience in the construction, ownership and operation of community facilities.

E. For the foregoing reasons PCC desires to engage with PRPD to explore options of the Center as a focal point for citizens of the Greater Ridge Area and to have PRPD to serve as PCC’s agent to

plan and undertake the reconstruction of the Center on the Property, using insurance funds to be received by it for such purpose, and to explore possession and operation options.

F. PCC additionally contemplates that because of the reduction in the population of citizens from the Greater Ridge Area, it may contemplate the future status of the organization; and assessment of insurance proceeds, settlement claims, and other assets for purposes of reconstruction of the Center, and the disposition of those funds after paying for organizational costs and debts and the reconstruction of a Community Center.

G. By the approval of its Board of Directors, PRPD is willing to explore options to assist in the reconstruction of the Center on the Property, using therefor the insurance proceeds recovered by PCC due to the loss thereof, and upon completion thereof, to maintain, manage and operate primarily for the benefit of the citizens of the Greater Ridge Area the reconstructed Center.

In consideration of the foregoing facts, which are incorporated in the below agreement of the parties as though fully set forth, PCC and PRPD agree as follows:

1. **Term.** The term of this agreement shall commence October 31, 2021, and conclude by May 1, 2022, with the option of one 3-month extension. Either party may terminate this agreement without cause with a written 30-day notice.

2. **Feasibility Report.** Before the term of the agreement PCC and PRPD will compile the information required and develop a report to consider a more complete agreement to reconstruct the Community Center, and next steps, if any. The written Feasibility Report (Report) will be submitted to PCC and PRPD boards and explore and provide recommendations on the following:

- a. **Roles and Responsibilities.** The Report will detail the potential role of PRPD as an agent of PCC to facilitate consultation; design, construct and contract with third parties; and other efforts to support a reconstructed Center on the Property. The roles of PCC will also be outlined as the owner and funder of the project. Additionally, PCC and PRPD will obtain



input from the community and other partners to assess needs for the Center and assess the possibility of other partners to support the reconstruction of the Center.

- b. **Funding Mechanisms and Accounting.** The accounting of and mechanism to track funds associated with reconstruction of the Center on a monthly basis.
  - c. **Reconstruction Approach.** PCC and PRPD shall meet and confer to develop a potential strategy to communicate, fund, design and reconstruct the Center. This may include, but is not limited to, the engagement of an architect to design the Center, engagement of a contractor to undertake the construction, application for and acquisition of any and all necessary permits, monitoring of permitting and construction activities, and payment of related fees and costs.
  - d. **Management of Center.** Upon completion of the reconstruction of the Center, PCC and PRPD will consider the operation of the Center for the benefit of citizens of the Greater Ridge Area. This will include consideration of the fiscal impact of operations.
  - e. **Consideration of PCC Status.** Due to the dislocation of many of the residents of the Greater Ridge Area as a result of the Camp Fire, PCC will develop an inventory of assets and obligations; consider future governance scenarios; and the disposition or transfer of assets and liabilities to an appropriate entity.
2. **Development of More Complete Agreement.** If PCC and PRPD agree to pursue a joint effort to reconstruct the Center, a more complete agreement shall be prepared and executed by PCC and PRPD for such purposes..

Executed at Paradise, California on the dates set forth below opposite the parties' signatures below.

**PCC:**  
Paradise Community Center, a California  
nonprofit public benefit corporation

October \_\_, 2021

By: \_\_\_\_\_  
Connie Wilhite, President

October \_\_, 2021

By: \_\_\_\_\_  
Bill Hopman, Secretary

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

October \_\_, 2021

By: \_\_\_\_\_  
Dan Efseaff, District Manager

## Staff Report

October 13, 2021



DATE: 9/30/2021  
 TO: BOD  
 FROM: Dan Efseaff, District Manager  
 SUBJECT: Memorandum of Understanding (MOU) for the Donation of the 6.5-acre Jordan Hill Property (APNs 065-260-001 and 058-130-035) from the Nicholas G. Repanich and Susan M. Repanich Trust

### Report in Brief

The District has been working with the Nicholas G. Repanich and Susan M. Repanich Trust (Landowner) on a potential donation of property at the top of Jordan Hill Road (APNs 065-260-001, consisting of approximately 5.36 acres and 058-130-035, consisting of approximately 1.14 acres). The Landowner has completed a Statement of Landowner Interest form (Attachment A) and Staff have attached a property briefing (Attachment B).

The vacant property spans Jordan Hill Road east of the Coutolenc Road intersection and sits on the former Butte County Railway. The site is often used for parking (recently for tree work in the area and traditionally (though illegally) for off-road motorized vehicles parking of Jordan Hill Road).

The property meets multiple District goals, such as: an opportunity for access and parking for the forthcoming Magalia Paradise Lake Loop Trail; land management to reduce fire risks (on a small but critical “top third of slope” area); and educational opportunities.

Staff seeks authority to allow the District Manager to complete the Memorandum of Understanding (MOU) and to provide for BOD review the following: (1) a preliminary title report of the Property; (2) a Phase One Environmental Assessment of the Property; (3) a survey of the Property; and (4) an appraisal of the Property (the “Appraisal”). This will be reviewed with the Parks Committee.

The full BOD will consider the Parks Committee recommendation at a future meeting and if accepted, the District will finalize the transaction with the Landowner. Once accepted, staff will pursue funding opportunities for improvements and potentially planning funds for appropriate recreational and off-road uses.

***Recommendation:*** Approve the Memorandum of Understanding (MOU) and direct staff to provide for BOD review of property reports.

### Attachments:

- A. Statement of Landowner Interest
- B. Repanich Property Briefing
- C. Memorandum of Understanding (MOU)



Paradise Recreation and Park District - Partnership Project  
Statement of Landowner Interest Form

Thank you for your interest in exploring your property as a potential community asset. Completing this form indicates your interest to explore an acquisition, donation, or easement of your property, but does not entail an obligation to do so. Please complete the following information as thoroughly as possible and return this form to us at your earliest convenience. You may attach additional sheets if necessary.

Name(s): NICK & SUZY REPANICH

Address: 5025 MALIBU DR

City: PARADISE State: CA Zip: 95969

Telephone: (day) (530) 520-2548 (eve) ( ) (cell) ( )

Assessor Parcel Number(s) of property: 058-130-035-000 , 065-260-001-000

Legal names of the property owner(s) as they appear on the deed (if different from above):

NICHOLAS G. & SUSAN M. REPANICH TRUST

Location of the property of interest: TOP 200 yds of Jordan Hill "Rd", both sides

Is there a mortgage or other lien on the property?  YES  NO

Is there a boundary survey for your property?  YES  NO

What is the total acreage of your property? 6.5 (1.14 + 5.36)

Are all property taxes, tree and debris removal, and utility fee expenses up to date?  YES  NO

Any outstanding clean-up activities, hazards, etc.?  YES  NO Describe: ongoing TREE Rem. Program (enrolled)

What is the principal use of your property (former or current residential, ranching, forestry, recreation, etc.)? prev. residence, empty lot, off-road staging (technically trespassing)

If you know the Zoning of your property, please insert here: R\*

Is your property enrolled in the Williamson Act or "Super" Williamson Act?  YES  NO ?

Please note significant improvements (structures, electricity, water meters or wells, roads, trails, etc.): septic on south lot, pad for trailer, had elec. quarter, not currently.

Any outstanding recreation, historical, or conservation features or potential future uses that should be considered  YES  NO  
( Describe: \_\_\_\_\_ )

Please describe the potential to reduce Community Fire Risks if this property was converted to a buffer (Park, Open Space, Agricultural, or other uses: its at the crest of the canyon & includes a road, although there is no easement for the road.

Are there individuals, other than you, who should be included in the transaction process?  YES  NO If yes, please indicate who they are: \_\_\_\_\_

Have you participated in any Farm Services Agency or NRCS programs before such as the Environmental Quality Improvement Program (EQIP)? Or do you have farm records established with the with the Farm Services Agency?  YES  NO

Do you have legal access to all of your property from a public road or by recorded easement?  YES  NO

Any adjacent public lands?  YES  NO

Do you own 100% of the mineral rights on the property?  YES  NO ?

Do you hold water rights to the property?  YES  NO

Is there a water source to the property? If so, circle one: 1) pump for groundwater, 2) Water Company meter, 3) Other: old well  YES  NO

Are you interested in discussing the possibility of donating the property or a portion of assessed value of your property? Such a donation could make your application more competitive.  YES  NO

Please note that any transaction must be based on a third-party appraisal of Fair Market Value (FMV). The District cannot pay more than the value. Do you have a current appraisal available?  YES  NO

What is your estimate of the total current or acceptable value of the property? This may certainly be subject to change depending on the FMV. \$ 46k

Do you currently have any agricultural or other leases your property?  YES  NO

For each lease, please specify tenant, nature of lease (e.g. grazing, hunting), beginning/end date of lease or verbal agreement.

- Attached is a copy of our current lease(s)
- Attached is a copy of my property deed.
- Attached is a map of my property, showing the Assessor's Parcels.
- Attached is a copy of the Fair Market Value Appraisal.

Signed: Nick Repanish

Date: 3/25/21

Signed: \_\_\_\_\_

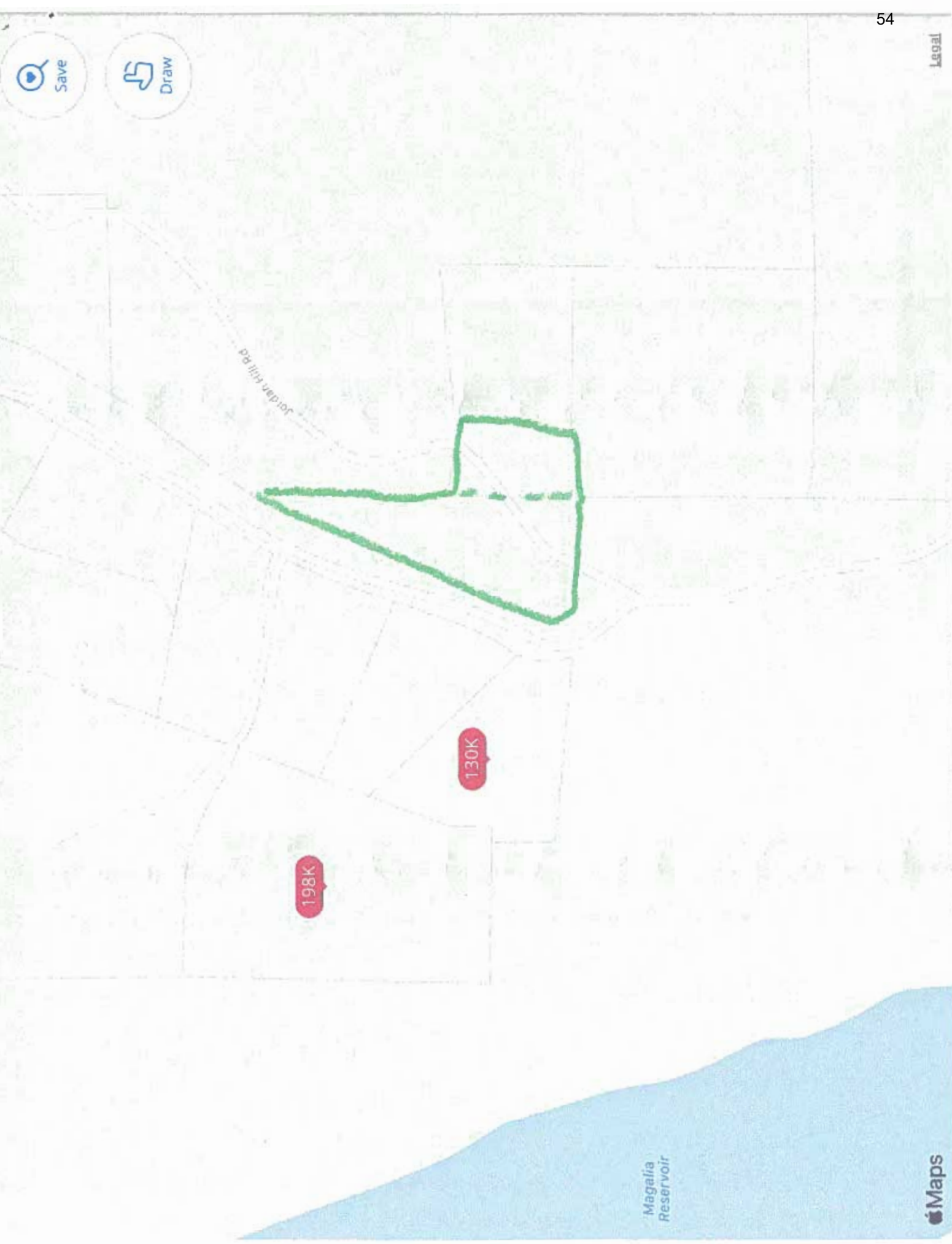
Date: \_\_\_\_\_

Thank you!

Please submit this completed Statement of Interest form and attachments to:

Paradise Recreation and Park District  
ATTN: Resiliency Park Project  
6626 Skyway  
Paradise, CA 95969

For more information, please call (530) 872-6393 or email ([info@paradisepdpd.com](mailto:info@paradisepdpd.com))



Magalia Reservoir



# Memo



Date: 10/7/2021  
 To: PRPD Board of Directors  
 From: Dan Efseaff, District Manager  
 CC:  
 Subject: **Jordan Hill Road (Repanich) Briefing**

<b><u>Location</u></b>	16041 Jordan Hill Road, Magalia
<b><u>Size</u></b>	6.5 acres (total)
<b><u>APNs</u></b>	065-260-001: 5.36 acres 058-130-035: 1.14 acres
<b><u>Owner</u></b>	Nicholas and Susan Repanich
<b><u>Jurisdiction</u></b>	Butte County
<b><u>Zone</u></b>	Rural Residential – 5 acre minimum (RR-5)
<b><u>General Plan</u></b>	Rural Residential
<b><u>Improvements</u></b>	None; accessible from Jordan Hill Road via a dirt road.
<b><u>Easements</u></b>	TBD
<b><u>Topography</u></b>	Moderately to steeply downward slope towards east (West Branch Feather River canyon) with a more level and cleared ~1.5-acre portion at the southwest corner.
<b><u>Condition</u></b>	Largely damaged by Camp Fire; cleared of debris and dangerous trees. Some surviving scrub oaks, pines and regrowth of brush. Property is not fenced. Soils are poorly suited to agricultural use and restricted to limited grazing.
<b><u>Appraisal</u></b>	065-260-001: \$161,000 058-130-035: \$36,000
<b><u>Title Report</u></b>	In progress (requested 9/24/21)
<b><u>Phase 1 Environmental Report</u></b>	In progress (requested 9/21/21)
<b><u>Land Survey</u></b>	In progress (requested 9/28/21)

The Repanich property is approximately three-quarters of a mile northeast of Magalia, and publicly accessible from Jordan Hill Road via Coutolenc Road. Portions of the property are almost level; however, overall slopes vary between 40 and 45 percent. The Union Pacific right-of-way borders the western boundary of the property; PID watershed land around Magalia Lake is about 600 feet to the west, and

the Lakeridge Circle parcels under consideration for a PRPD park are about a 3,500-foot walk by way of local roads. The property also borders Lassen National Park land extending east across the West Branch Feather River canyon and provides existing trail access to the West Branch of the Feather River.

Document2



**REAL ESTATE DONATION  
MEMORANDUM OF UNDERSTANDING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_, 2021

By: \_\_\_\_\_  
Nicholas G. Repanich, Trustee

\_\_, 2021

By: \_\_\_\_\_  
Susan M. Repanich, Trustee

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

\_\_, 2021

By: \_\_\_\_\_  
Dan Efseaff, District Manager

# Staff Report

## October 13, 2021



DATE: 10/5/2021  
 TO: BOD  
 FROM: Dan Efseaff, District Manager  
 SUBJECT: Potential Lakeridge Addition Acquisition

### Summary

The District has an opportunity to acquire a parcel (Assessor's Parcel Number (APN): 066-340-005 adjacent to the existing Lakeridge Park property. If acquired, the property provides cost savings in long-term development costs and existing features that may allow for short-term improvements.

***Recommendation:*** Authorize the District Manager to sign a Purchase Agreement and complete due diligence to acquire parcel for \$100,000.

### 1. Background

The District has had a long-term goal of developing park amenities in Magalia. After an extensive search for properties, the District purchased a 1.27-acre parcel (14040 Lakeridge Circle, Magalia, CA Assessor's Parcel Number (APN): 066-340-004) and developed a long-term agreement with the Paradise Irrigation District (PID) (an approximately 21-acre portion of APN: 065-260-011). The majority of the site is steep slopes with a portion of the property to the west level enough for development and access.

The District conducted numerous outreach efforts starting about 2011 which resulted in conceptual designs and a long series of proposals for funding. In 2019 and in March 2021, the District submitted funding proposals under the State Parks Program. Staff is awaiting the disposition of the approximately \$6M proposal. The state anticipates decisions made later this year. The BOD supported the proposal application at the October 14, 2020 meeting (Resolution #20-10-2-488).

Staff have been cultivating conversations with the owner of the 1.24-acre parcel (14030 Lakeridge Circle, Magalia, CA 95954; APN: 066-340-005). All structures on the property burned in the 2018 Camp Fire and have since been cleaned up under the debris removal program. The landowner did not intend to rebuild the structures on site.

### 2. Fiscal Impact

The landowner has agreed to the appraised value of the property (\$100,000). The project will be covered under the District's Capital Improvement and Acquisition Reserve (1152), a fund dedicated for such purposes. While the District will incur costs in the development and long-term maintenance of the site, the District has been committed to pursuing park development in the area for many years, and the property provides options to reduce development costs in comparison to the existing property.

### 3. Permits and Environmental Review

A California Environmental Quality Act (CEQA) Initial Study review has been submitted (Mitigated Negative Declaration) as part of the conceptual park development plan in June 2021 on the existing Lakeridge property. CEQA will be forthcoming as planning for the trails project moves along.

The acquisition, sale, or other transfer of land to establish a park is exempt under CEQA. Any future development of the site will likely require Butte County Building Permits or review, but the existing infrastructure on the site may help facilitate that effort, likely at reduced costs. Informal consultation with the County, suggests that the effort is consistent with current input on the Upper Ridge Community Plan.

### 4. Discussion

If acquired and integrated into existing conceptual park designs, the Lakeridge property will reduce the overall cost of park development. The property allows the development of buildings further away from the steep slope and reduces the amount of cut and fill required for park amenities and minimizing the impacts to more natural areas.

In addition, the parcel has existing infrastructure that provides an opportunity for short-term park improvements if our current park development proposal is not funded. The property may allow for the more immediate development of

minor amenities (trailhead amenities, existing parking, trail, signs, trash, drinking fountain, picnic tables, benches, and potentially a small play structure).

During recent park development outreach, we received considerable feedback on the need for parks and the parcel would bring this closer to reality. We also received some scattered concern about “removing land from commercial development” (we should also note that we also received enthusiastic comments about the prospect of the park fostering economic development). Approximately 14 acres of commercially zoned parcels have been for sale for about 2 years on Lakeridge Circle. The area has been zoned commercial for over 35 years without much development.

Upon completion of due diligence on the property (Preliminary Title Search, Survey, Review of Appraisal, and Phase I Environmental Report), Staff will review with the Parks Committee. Staff may return with a BOD resolution to authorize the District Manager signatory authority to purchase the parcel.

**Attachments:**

- A. Land briefing memo
- B. Vacant Land Purchase Agreement (VLPA)

[https://paradisepd.sharepoint.com/sites/BODMeeting/Shared Documents/\\_BOD/2021/21.1013/2021.1005.BOD.Report.Lakeridge.Purchase.Agreement.21.1005.docx](https://paradisepd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2021/21.1013/2021.1005.BOD.Report.Lakeridge.Purchase.Agreement.21.1005.docx)  
10/7/2021

# Memo



Date: 10/7/2021  
 To: PRPD Board of Directors  
 From: Dan Efseaff, District Manager  
 CC:  
 Subject: **Lakeridge Circle (Stimson) Briefing**

<b><u>Location</u></b>	16041 Lakeridge Circle, Magalia
<b><u>Size</u></b>	1.26 acres
<b><u>APNs</u></b>	066-340-005
<b><u>Owner</u></b>	Harold and Linda Stimson Trust
<b><u>Jurisdiction</u></b>	Butte County
<b><u>Zone</u></b>	General Commercial (G-C)
<b><u>General Plan</u></b>	Retail
<b><u>Improvements</u></b>	None; accessible from Lakeridge Circle.
<b><u>Easements</u></b>	TBD
<b><u>Topography</u></b>	Slopes gently downward to the east, towards Magalia Reservoir.
<b><u>Condition</u></b>	Former 3,600 sf commercial building (Subway as one tenant), parking lot with curb gutter and sidewalk on Lakeridge Circle. Two 1,500 sf residences towards east end of lot. These improvements burned in Camp Fire; property subsequently cleaned and debris removed. Water service from Del Oro Water District (unknown if meter survived fire). Three separate septic systems; unknown if they function properly.
<b><u>Appraisal</u></b>	\$100,000
<b><u>Title Report</u></b>	NA
<b><u>Phase 1 Environmental Report</u></b>	NA
<b><u>Land Survey</u></b>	NA

The rectangular Stimson property fronts on Lakeridge circle, overlooks Magalia Reservoir and is immediately adjacent to PRPD-owned parcel 066-340-004. The property is proximate to various PRPD uses under consideration, including the Lakeridge Circle park and the Magalia Reservoir – Paradise Lake loop trail.



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Buyer's Brokerage Firm to Buyer) (As required by the Civil Code) (C.A.R. Form AD, Revised 12/18)

(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(j), (k) and (l).

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.

BUYER'S AGENT

A Buyer's 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.

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.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, 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, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

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.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

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).

Buyer Seller Landlord Tenant Date Paradise Recreation and Park District

Buyer Seller Landlord Tenant Date

Agent n/a DRE Lic. #

By Real Estate Broker (Firm) DRE Lic. # Date

(Salesperson or Broker-Associate, if any) n/a

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AD REVISED 12/18 (PAGE 1 OF 2) DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)





**CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)**

2079.13. As used in Sections 2079.7 and 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. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate 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 salesperson or broker associate functions. (b) "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 of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller 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, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "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 seller's agent. (h) "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. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "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. (m) "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 of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the 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 buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer'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 buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction 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 seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number \_\_\_\_\_  
Is the broker of (check one):  the seller; or  both the buyer and seller. (dual agent)  
Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number \_\_\_\_\_  
Is (check one):  the Seller's Agent. (salesperson or broker associate)  both the Buyer's and Seller's Agent. (dual agent)  
Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number \_\_\_\_\_  
Is the broker of (check one):  the buyer; or  both the buyer and seller. (dual agent)  
Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number \_\_\_\_\_  
Is (check one):  the Buyer's Agent. (salesperson or broker associate)  both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

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) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) 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 seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that 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 REVISED 12/18 (PAGE 2 OF 2)

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

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PRPD - Stinson



## FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 10/20)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
  - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
  - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§12900-12996,12955; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
  - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
  - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
  - E. **OTHER FAIR HOUSING LAWS:** Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

Race	Color	Ancestry	National Origin	Religion
Sex	Sexual Orientation	Gender	Gender Identity	Gender Expression
Marital Status	Familial Status (family with a child or children under 18)	Source of Income (e.g., Section 8 Voucher)	Disability (Mental & Physical)	Medical Condition
Citizenship	Primary Language	Immigration Status	Military/Veteran Status	Age
Criminal History (non-relevant convictions)			Any arbitrary characteristic	

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
  - A. California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
  - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR §2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**  
 Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
  - Sellers
  - Landlords
  - Sublessors
  - Real estate licensees
  - Real estate brokerage firms
  - Property managers
  - Mobilehome parks
  - Homeowners Associations ("HOAs");
  - Banks and Mortgage lenders
  - Insurance companies
  - Government housing services
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
  - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
  - B. Refusing to rent (i) an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
  - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
  - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
  - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
  - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
  - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
  - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
  - H. Denying a home loan or homeowner's insurance;
  - I. Offering inferior terms, conditions, privileges, facilities or services;
  - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
  - K. Harassing a person;
  - L. Taking an adverse action based on protected characteristics;
  - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
  - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
    - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
    - (ii) Charging that person higher rent or increased security deposit, or
    - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
  - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
  - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
  - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
  - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
  - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp](https://www.hud.gov/program_offices/fair_housing_equal_opp)
  - B. State: <https://www.dfeh.ca.gov/housing/>
  - C. Local: local Fair Housing Council office (non-profit, free service)
  - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
  - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
  - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
  - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
  - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
  - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
  - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
  - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant \_\_\_\_\_ *Paradise Recreation and Park District* Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Seller/Landlord \_\_\_\_\_ *Harold A. Stimson, Trustee* Date \_\_\_\_\_

Seller/Landlord \_\_\_\_\_ *Linda C. Stimson, Trustee* Date \_\_\_\_\_

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

(C.A.R. Form PRBS, Revised 12/18)

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 dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth 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 Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller Harold A. Stimson, Trustee Date
Seller Linda C. Stimson, Trustee Date

Buyer Paradise Recreation and Park District Date
Buyer Date

Buyer's Brokerage Firm n/a DRE Lic # Date
By n/a DRE Lic # Date

Seller's Brokerage Firm n/a DRE Lic # Date
By n/a DRE Lic # Date

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PRBS REVISED 12/18 (PAGE 1 OF 1) POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/17)

Property Address: 14030 LAKERIDGE CIR., Magalia, 95954 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant Paradise Recreation and Park District Date
Buyer/Tenant Date
Seller/Landlord Harold A. Stimson, Trustee Date
Seller/Landlord Linda C. Stimson, Trustee Date

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WFA REVISED 12/17 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form VLPA, Revised 12/18)

Date Prepared: October 6, 2021

1. OFFER:

- A. THIS IS AN OFFER FROM Paradise Recreation and Park District ("Buyer"),
B. THE REAL PROPERTY to be acquired is 14030 LAKERIDGE CIR. situated in Magalia (City), Butte (County), California, 95954 (Zip Code), Assessor's Parcel No. 066-340-005-000 ("Property").
C. THE PURCHASE PRICE offered is One Hundred Thousand Dollars \$ 100,000.00
D. CLOSE OF ESCROW shall occur on (date) (or 45 Days After Acceptance).
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are confirmed for this transaction:
Seller's Brokerage Firm n/a License Number
Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
Seller's Agent n/a License Number
Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm n/a License Number
Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
Buyer's Agent n/a License Number
Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 1,000.00
(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 after Acceptance (or );
OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or ) to the agent submitting the offer (or to ), made payable to . The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or ). Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. 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 . This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate 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), assumed financing (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 % of the loan amount.
(3) FHAVA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or ) Days 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.

Buyer's Initials ( ) ( )

Seller's Initials ( ) ( )

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 1 OF 11)

Property Address: 14030 LAKERIDGE CIR., Magalia, 95954

Date: October 6, 2021

**E. ADDITIONAL FINANCING TERMS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of ..... \$ 99,000.00  
to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

**G. PURCHASE PRICE (TOTAL):** ..... \$ 100,000.00

**H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or \_\_\_) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (  Verification attached.)

**I. APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or  is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 19B(3), in writing, 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, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (  Letter attached.)

(2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the 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 closing costs are not contingencies of this Agreement.

**(3) LOAN CONTINGENCY REMOVAL:**

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, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4)  **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(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. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

**K. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

**L. SELLER FINANCING:** The following terms (or  the terms specified in the attached Seller Financing Addendum) (C.A.R. Form SFA) apply ONLY to financing extended by Seller under this Agreement.

(1) **BUYER'S CREDIT-WORTHINESS:** Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or \_\_\_\_\_) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.

(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 DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain 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 insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.

(3) **ADDED, DELETED OR SUBSTITUTED BUYERS:** The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same 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.

**M. ASSUMED OR "SUBJECT TO" FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



Property Address: **14030 LAKERIDGE CIR., Magalia, 95954**

Date: **October 6, 2021**

cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

**4. SALE OF BUYER'S PROPERTY:**

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.  
OR B.  This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5.  **MANUFACTURED HOME PURCHASE:** The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer  has  has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement, (or  this contingency shall remain in effect until the Close Of Escrow of the Property).

6.  **CONSTRUCTION LOAN FINANCING:** The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan  will  will not be used to finance the Property. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement (or  this contingency shall remain in effect until Close Of Escrow of the Property).

**7. ADDENDA AND ADVISORIES:**

- A. ADDENDA:
- |   |  |
|---|--|
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO)                       | <input type="checkbox"/> Addendum # _____ (C.A.R. Form ADM)            |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) | <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)                          | <input type="checkbox"/> Other _____                                   |

**B. BUYER AND SELLER ADVISORIES:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) |  |
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA)   | <input checked="" type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA)   | <input type="checkbox"/> REO Advisory (C.A.R. Form REO)                                    |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA)                            | <input type="checkbox"/> Other _____   |

**8. OTHER TERMS:**

\_\_\_\_\_

**9. ALLOCATION OF COSTS**

**A. INSPECTIONS, REPORTS AND CERTIFICATES:** Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**

- (1)  Buyer  Seller shall pay for a natural hazard zone disclosure report, including tax  environmental  Other: \_\_\_\_\_ prepared by \_\_\_\_\_.
- (2)  Buyer  Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_.
- (3)  Buyer  Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_.

**B. ESCROW AND TITLE:**

- (1) (a)  Buyer  Seller shall pay escrow fee **50/50**  
 (b) Escrow Holder shall be **Mid Valley Title**  
 (c) The Parties shall, within **5 (or \_\_\_\_\_) Days** After receipt, sign and return Escrow Holder's general provisions.
- (2) (a)  Buyer  Seller shall pay for owner's title insurance policy specified in paragraph 18E **50/50**  
 (b) Owner's title policy to be issued by \_\_\_\_\_  
 (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

**C. OTHER COSTS:**

- (1)  Buyer  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 fee \_\_\_\_\_
- (4) Seller shall pay HOA fees for preparing all documents required to be delivered by Civil Code §4525.
- (5) Buyer to pay for any HOA certification fee.
- (6)  Buyer  Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (7)  Buyer  Seller shall pay for any private transfer fee \_\_\_\_\_
- (8)  Buyer  Seller shall pay for \_\_\_\_\_
- (9)  Buyer  Seller shall pay for \_\_\_\_\_

**10. CLOSING AND POSSESSION:** Possession shall be delivered to Buyer: (i) at 6 PM or (  AM/  PM ) on the date of Close Of Escrow; (ii)  no later than \_\_\_\_\_ calendar days after Close Of Escrow; or (iii)  at \_\_\_\_\_  AM/  PM on \_\_\_\_\_. The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks. If Property is located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners'

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ ) Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

VLPA REVISED 12/18 (PAGE 3 OF 11)

**VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 3 OF 11)**





Property Address: **14030 LAKERIDGE CIR., Magalia, 95954**Date: **October 6, 2021**

Association ("HOA") to obtain keys to accessible HOA facilities.

**11. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**

**A. NOTE TO BUYER AND SELLER:** Items listed as included 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.

**B. ITEMS INCLUDED IN SALE:**

- (1) All EXISTING fixtures and fittings that are attached to the Property;  
 (2) The following items: \_\_\_\_\_

(3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.

(4) All items included shall be transferred free of liens and without Seller warranty.

**C. ITEMS EXCLUDED FROM SALE:** \_\_\_\_\_**12. STATUTORY AND OTHER DISCLOSURES AND CANCELLATION RIGHTS:**

**A. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 19A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

**B. WITHHOLDING TAXES:** Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

**C. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

**D. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

**E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**

(1) **SELLER HAS: 7 (or \_\_\_) Days** After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form VLQ).

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has **3 (or \_\_\_) Days** After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 19B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

**13. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:**

**A.** Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

(1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.

(2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).

(3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.

(4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).

(5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.

(6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.

(7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.

(8) **LANDLOCKED:** The absence of legal or physical access to the Property.

(9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.

(10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.

(11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.

(12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.

(13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.

(14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.

**B. RENTAL AND SERVICE AGREEMENTS:** Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.

**C.  TENANT ESTOPPEL CERTIFICATES:** Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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**VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 4 OF 11)**Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 [www.lwolf.com](http://www.lwolf.com)

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Property Address: **14030 LAKERIDGE CIR., Magalia, 95954**Date: **October 6, 2021**

- 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.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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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.
- I. 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.
- J. 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.
- O. 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 30 ) 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.**

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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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 19.
- 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 disbursement 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 \_\_\_ ) Days Prior 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.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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Property Address: 14030 LAKERIDGE CIR., Magalia, 95954Date: October 6, 2021

- 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 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 Disclosure (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 Acceptance (or \_\_\_\_\_). 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.**

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 8 OF 11)

Property Address: 14030 LAKERIDGE CIR., Magalia, 95954

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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.

**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 non-refundable) 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).**

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

**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](http://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' PROVISION TO NEUTRAL ARBITRATION."**

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

**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.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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Date: **October 6, 2021**

- 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.
- 31. ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 28A.
- 32. ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AOAA).
- 33. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 34. TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counteroffer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
- 35. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, 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 a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
  - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
  - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
  - D. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
  - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
  - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
  - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
  - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
  - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page11, regardless of the method used (i.e., messenger, mail, email, fax, other).
  - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
  - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
  - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
  - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 37. EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is 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 by Buyer (or by \_\_\_\_\_  AM/  PM, on \_\_\_\_\_ (date)).

One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date \_\_\_\_\_ BUYER \_\_\_\_\_  
(Print name) **Paradise Recreation and Park District**

Date \_\_\_\_\_ BUYER \_\_\_\_\_  
(Print name) \_\_\_\_\_

Additional Signature Addendum attached (C.A.R. Form ASA).

Property Address: **14030 LAKERIDGE CIR., Magalia, 95954**

Date: **October 6, 2021**

**38. ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: \_\_\_\_\_

One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date \_\_\_\_\_ SELLER \_\_\_\_\_

(Print name) **Harold A. Stimson, Trustee**

Date \_\_\_\_\_ SELLER \_\_\_\_\_

(Print name) **Linda C. Stimson, Trustee**

Additional Signature Addendum attached (C.A.R. Form ASA).

(\_\_\_\_/\_\_\_\_) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) \_\_\_\_\_ at \_\_\_\_\_  
 AM/  PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding 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 the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2.
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
- D. **COOPERATING (BUYER'S) BROKER COMPENSATION:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
- E. **PRESENTATION OF OFFER:** Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm **n/a** \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By \_\_\_\_\_ **n/a** DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Seller's Brokerage Firm **n/a** \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By \_\_\_\_\_ **n/a** DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked,  a deposit in the amount of \$ \_\_\_\_\_), counter offer numbers \_\_\_\_\_  Seller's Statement of Information and \_\_\_\_\_, and agrees to act as Escrow Holder subject to paragraph 26 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is \_\_\_\_\_

Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Escrow Holder has the following license number # \_\_\_\_\_

Department of Financial Protection and Innovation,  Department of Insurance,  Department of Real Estate.

**PRESENTATION OF OFFER:** (\_\_\_\_) Seller's Broker presented this offer to Seller on \_\_\_\_\_ (date).

\_\_\_\_\_  
Broker or Designee Initials

**REJECTION OF OFFER:** (\_\_\_\_)(\_\_\_\_) No counter offer is being made. This offer was rejected by Seller on \_\_\_\_\_ (date).

\_\_\_\_\_  
Seller's Initials

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**VLPA REVISED 12/18 (PAGE 11 OF 11)**

Buyer's Acknowledge that page 11 is part of this Agreement (\_\_\_\_) (\_\_\_\_)



**VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 11 OF 11)**





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, 11/13)

Property Address: **14030 LAKERIDGE CIR., Magalia, 95954**

("Property").

**A. IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. 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. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

**B. BUYER RIGHTS AND DUTIES:** 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. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

**C. SELLER RIGHTS AND DUTIES:** Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

**D. BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

**E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:**

1. **FINANCE:** Financing the purchase of vacant land finance and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
2. **CONSTRUCTION COSTS:** If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact directly any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
3. **UTILITIES:** Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
4. **ENVIRONMENTAL SURVEY:** Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

Buyer's Initials ( ) ( )

Seller's Initials ( ) ( )

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BVLIA 11/13 (PAGE 1 OF 2)

**BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY (BVLIA PAGE 1 OF 2)**

Simon Offord, Broker, 2501 Park Blvd., 2nd Fl. Palo Alto CA 94306  
Simon Offord

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5

Phone: (650)327-2900

Fax:

www.lwolf.com

PRPD - Stimson



Property Address: **14030 LAKERIDGE CIR., Magalia, 95954** Date: \_\_\_\_\_

- 5. **NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
- 6. **SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

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 providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) 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.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER \_\_\_\_\_ Date \_\_\_\_\_  
*Harold A. Stimson, Trustee*

SELLER \_\_\_\_\_ Date \_\_\_\_\_  
*Linda C. Stimson, Trustee*

BUYER \_\_\_\_\_ Date \_\_\_\_\_  
*Paradise Recreation and Park District*

BUYER \_\_\_\_\_ Date \_\_\_\_\_

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**BVLIA 11/13 (PAGE 2 OF 2)**

**BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY (BVLIA PAGE 2 OF 2)**

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CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (C.A.R. Form CCPA, 12/19)

As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)]. For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.

Buyer/Seller/Landlord/Tenant Paradise Recreation and Park District Date
Buyer/Seller/Landlord/Tenant Date

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CCPA 12/19 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)



REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR SELLER REPRESENTATIVES) (C.A.R. Form RCSD-S, Revised 6/19)

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 disclosure to one or more of the following: Listing Agreement, Purchase Agreement, or Other Agreement, specified below in which Harold A. Stimson, Trustee, Linda C. Stimson, Trustee is identified as ("Seller").

If a trust, identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.) Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

1. A. [X] TRUST: (1) The Property is held in trust pursuant to a trust document, titled (full name of trust): Harold A. Stimson and Linda C. Stimson, as Trustees of the Harold and Linda Stimson Trust dated December 28, 2017

(2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust.

B. [ ] ENTITY: Seller is a [ ] Corporation, [ ] Limited Liability Company, [ ] Partnership [ ] Other: which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above [ ] is [ ] is not attached.

C. [ ] POWER OF ATTORNEY: Seller ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney ( [ ] Specific Power of Attorney for the Property), dated . This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.

D. [ ] ESTATE: (1) Seller is an [ ] estate, [ ] conservatorship, [ ] guardianship, or [ ] identified by Superior Court Case name as , Case # . (2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Seller's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Seller: By Date: (Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor) (Print Representative Name) Title:

By Date: (Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor) (Print Representative Name) Title:

Acknowledgement of Receipt:

AT TIME OF LISTING

Seller and ("Seller's Broker") are parties to a Listing Agreement dated for property known as 14030 LAKERIDGE CIR., Magalia, 95954

Real Estate Broker By Date



**AT TIME OF SALE**

Seller and Paradise Recreation and Park District ("Buyer") are parties to a  
 Purchase Agreement dated \_\_\_\_\_ for property known as 14030 LAKERIDGE CIR., Magalia, 95954.  
 Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Paradise Recreation and Park District  
 Buyer \_\_\_\_\_ Date \_\_\_\_\_

**AT TIME OF OTHER AGREEMENT**

Seller and \_\_\_\_\_ ("Other Party") are  
 parties to an \_\_\_\_\_ Agreement  
 dated \_\_\_\_\_, if applicable, for property known as 14030 LAKERIDGE CIR., Magalia, 95954.  
 Other Party \_\_\_\_\_  
 \_\_\_\_\_  
 By \_\_\_\_\_ Date \_\_\_\_\_

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**RCSD-S REVISED 6/19 (PAGE 2 OF 2)**

**REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-S PAGE 2 OF 2)**

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**STATEWIDE BUYER AND SELLER ADVISORY**  
**(This Form Does Not Replace Local Condition Disclosures.**  
**Additional Advisories or Disclosures May Be Attached)**  
 (C.A.R. Form SBSA, Revised 6/21)

**BUYER RIGHTS AND DUTIES:**

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
- You should conduct thorough investigations of the Property both personally and with appropriate professionals.
- If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
- You should retain your own professional even if Seller or Broker has provided you with existing reports.
- You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you contain conflicting information. If there are discrepancies between reports, disclosures or other information, you are responsible for contacting appropriate professionals to confirm the accuracy of correctness of the reports, disclosures or information.
- You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to respond to you or make any such repairs, corrections or other requested actions.
- If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk.
- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.
- The terms of the Agreement and any counter offers and addenda establish your rights and responsibilities.

**YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

**SELLER RIGHTS AND DUTIES:**

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.
- The terms of the Agreement establish your rights and responsibilities.
- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.

**BROKER RIGHTS AND DUTIES:**

- Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it.
- For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals.
- Many defects and conditions may not be discoverable by a Broker's visual inspection.
- If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing.
- If a Broker gives you reports or other documents, unless otherwise specified, it is possible that different reports provided to you contain conflicting information. Broker has not and will not verify or otherwise investigate the information contained therein.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.



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## A. Investigation of Physical Conditions

- EASEMENTS, ACCESS AND ENCROACHMENTS:** Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised and Broker(s) recommend that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- ENVIRONMENTAL HAZARDS:** Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage

tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. Some municipalities may impose additional requirements regarding underground storage tanks, which may be more common in certain areas and cities throughout the State, especially where there are larger, older homes built before 1935. It is possible that these tanks, either now or in the future, may require inspections or abatement. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home." Brokers do not have expertise in this area.

3. **FORMALDEHYDE:** Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants." Brokers do not have expertise in this area.
4. **GEOLOGIC HAZARDS:** Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s). Brokers do not have expertise in this area.
5. **INSPECTIONS:** Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in these area.
6. **MOLD:** Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its





existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in this area.

7. **PETS AND ANIMALS:** Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
8. **SEPTIC SYSTEMS:** Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level. Brokers do not have expertise in this area.
9. **SOIL AND GEOLOGIC CONDITIONS:** Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion erosion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves or wells. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections. Brokers do not have expertise in this area.
10. **SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS:** Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others concerning square footage, lot size, Property corners or exact boundaries. Standard title insurance does not insure the boundaries of the Property. If the exact square footage or lot size or location of Property corners or boundaries is an important consideration in Buyer's decision to purchase the Property and/or how much Buyer is willing to pay for the Property, then Buyer must independently conduct Buyer's own investigation through appropriate professionals, appraisers, or licensed surveyors and rely solely on their data, recognizing that all measurements may not be consistent and that different sources may have different size assessments. Brokers do not have expertise in this area.
11. **WATER INTRUSION:** Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.
12. **WELL AND WATER SYSTEM(S):** Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain



bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.

- 13. WOOD DESTROYING PESTS:** Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 14. FIRE HARDENING, DEFENSIBLE SPACE, AND WILDFIRE DISASTERS:** California is subject to wildfires which have resulted in damage and destruction of many properties located in the state. Several recent state laws have mandated disclosures by sellers when selling properties in certain identified zones, such as "high" or "very high" fire severity zones. Additionally, state law mandates that sellers provide buyers with statements of compliance with local mandates if adopted by local agencies. The Property may be located in a high or very high fire severity zone. This may impact the availability of insurance and the ability to build or rebuild structures on the Property. Additionally, there may be requirements that certain fire prevention steps may be mandated. Information on fire hardening, including current building standards and information on minimum annual vegetation management standards to protect homes from wildfires, can be obtained on the internet website <http://www.readyforwildfire.org>. Cal Fire has made available a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. The viewer is available at <https://egis.fire.ca.gov?FHSZ/>. Below is a partial list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.
- California Department of Insurance "Wildfire Resource" <http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm>; 1-800-927-4357
  - Governor's Office of Emergency Services "Cal OES" California Wildfires Statewide Recovery Resources <http://wildfirerecovery.org/>
  - California Department of Forestry and Fire "Cal Fire" <http://fire.ca.gov/> and <https://www.readyforwildfire.org/>
  - California Department of Transportation <https://calsta.ca.gov/>
  - California Attorney General <https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1>

Brokers do not have expertise in this area.

## B. Property Use and Ownership

- ACCESSORY DWELLING UNITS:** Accessory Dwelling Units (ADUs) are known by many names: granny flats, in-law units, backyard cottages, secondary units and more. California has passed laws to promote the development of ADUs. Additional information about ADUs can be found at <http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml>. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use and rentability of the Property, its development and size. Brokers do not have expertise in this area.
- BUILDING PERMITS, ZONING AND CODE COMPLIANCE:** Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Certain governmental agencies may require periodic inspections to occur in the future. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- BUYER INTENDED FUTURE USE OF, AND MODIFICATIONS TO, THE PROPERTY:** Buyer and Seller are advised that Seller's existing use of the property may not be consistent with Buyer's intended use or any future use that Buyer makes of the property, whether or not Buyer has any current plans to change the use. Buyer is advised to check with appropriate government agencies or third party professionals to verify what legal requirements are needed to accommodate any change in use. In addition, neither Seller nor Broker make any representations as to what modifications Buyer can make to the Property after close of escrow as well as any cost factors associated with any such modifications. Buyer is advised to check with his own licensed contractor and other such professionals as well as with the appropriate government agencies to determine what modifications Buyer will be allowed to make after close of escrow. Brokers do not have expertise in this area.

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4. **CALIFORNIA FAIR PLAN:** Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.
5. **FUTURE REPAIRS, REPLACEMENTS AND REMODELS:** Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
6. **HEATING VENTILATING AND AIR CONDITIONING SYSTEMS:** Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC): (i) Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website <http://www.energy.ca.gov/title24/changeout>. Home warranty policies may not cover such inspections or repairs, (ii) the phase out of the use of HCFC-22 (R-22 Freon) will have an impact on repairs and replacement of existing air conditioning units and heat pumps. The production and import of HCFC-22 ended January 1, 2020. Existing systems may continue to be used and HCFC-22 recovered and reclaimed or that was produced prior to 2020 can help meet the needs of existing systems, however, costs may rise. More information is available from the Environmental Protection Agency at [https://www.epa.gov/sites/production/files/2018-08/documents/residential\\_air\\_conditioning\\_and\\_the\\_phaseout\\_of\\_hcfc-22\\_what\\_you\\_need\\_to\\_know.pdf](https://www.epa.gov/sites/production/files/2018-08/documents/residential_air_conditioning_and_the_phaseout_of_hcfc-22_what_you_need_to_know.pdf) and <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>, and (iii) New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at [http://www.eere.energy.gov/buildings/appliance\\_standards/product.aspx/productid/27](http://www.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27). If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
7. **HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS:** Buyer and Seller are advised that the Property may be: (i) designated as a historical landmark, (ii) protected by a historical conservancy, (iii) subject to an architectural or landscaping review process, (iv) within the jurisdiction of the California Coastal Commission or other government agency, or (v) subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions or requirements regarding Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.
8. **INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE:** Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner's Association Insurance and the type of insurance coverage that Buyer may purchase. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurer as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.
9. **LAND LEASE:** Buyer and Seller are advised that certain developments are built on leased land. This means that: (i)



Buyer does not own the land, (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.

**10. MARIJUANA, CANNABIS, AND METHAMPHETAMINE LABS:** Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" <https://oag.ca.gov/system/files/attachments/press-docs/MEDICINAL%20CANNABIS%20Guidelines.pdf> and the U.S. Department of Justice memo regarding marijuana prosecutions at <https://www.justice.gov/opa/press-release/file/1022196/download>. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.

**11. OWNER'S TITLE INSURANCE:** The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that Buyers be provided with the following notice: "IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING."

Additionally, even the CFPB on its "ask CFPB" "What is owner's title insurance?" page advises "You may want to buy an owner's title insurance policy, which can help protect your financial interest in the home." Moreover, not obtaining an owner's policy may increase the cost of the lender's policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.

Buyers who decide to opt out of obtaining an owner's title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code § 1057.6 and by the CFPB. Brokers do not have expertise in this area.

**12. RENT AND EVICTION CONTROL LAWS AND ORDINANCES:** Buyer and Seller are advised that California and some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**13. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS:** Buyer and Seller are advised that state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters, and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing or retrofitting low-flow toilets and showerheads, gas shut-off valves, fireplaces, and tempered glass. Further, there may be potential health impacts from air pollution caused from burning wood. Exposure to particulate matter from the smoke may cause short-term and long-term health effects. Buyers should consult with licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance. Brokers do not have expertise in this area.

**14. SHORT TERM RENTALS AND RESTRICTIONS:** Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent-



out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.

- 15. VIEWS:** Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 16. SWIMMING POOL, SECURITY AND SAFETY:** Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms, pool covers, exit alarms 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. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a non-invasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.
- 17. WATER SHORTAGES AND CONSERVATION:** Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.
- 18. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS:** Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in § 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyers are advised to discuss the matter with the appropriate entity and address the responsibility for payment in negotiations for the purchase agreement or amendment prior to removing contingencies. Some cities and other localities have begun, or have the intention to begin, the process of requiring the replacement of utility poles by requiring that utility lines be buried underground. These projects can result in special tax assessments and set-up costs that are imposed on individual property owners. Brokers do not have expertise in this area.

## C. Off-Site and Neighborhood Conditions

- 1. GOLF COURSE DISCLOSURES:** Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: (i) Stray golf balls – Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. (ii) Noise and lighting – The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. (iii) Pesticides and fertilizer use – A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. (iv) Irrigation system – Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. (v) Golf carts – Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. (vi) Access to golf course from residences – It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. (vii) View obstruction – Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. (viii) Water restrictions – As some municipalities face water shortages, the continued availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter. Brokers do not have expertise in this area.
- 2. NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS:** Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it:



neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, 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 medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions <http://www.faa.gov/uas/faqs/>). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at [www.cahighspeedrail.ca.gov/](http://www.cahighspeedrail.ca.gov/). The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions. Brokers do not have expertise in this area.

3. **NEIGHBORHOOD NOISE SOURCES:** Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.
4. **SCHOOLS:** Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.
5. **UNDERGROUND PIPELINES AND UTILITIES:** Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's inspection contingency period. Brokers do not have expertise in this area.
6. **WILDLIFE:** California is the home to many species of wildlife. The location of homes in California continues to expand into areas that are the natural habitat of wildlife and the Property may be in such an area. Wildlife may become a nuisance especially if the availability of their natural sources of food or water is limited. Buyer should investigate the need to implement mitigation measures at the Property including but not limited to the use of animal-resistant garbage containers, and other appropriate measures depending on the species and habitat involved. Brokers do not have expertise in this area.
7. **SEA LEVEL RISE/COASTAL PROPERTIES:** Sea level rise has the potential to affect coastal residents, recreation, and development. Coastal communities may or may not have addressed the potential impact. The following is a non-exclusive list of issues that may be impacted by sea level rise: (i) Shoreline, beach and bluff erosion; and sand replacement requirements; (ii) The effectiveness of seawalls and bulkheads, whether built with or without permits; (iii) Seaward construction, development or improvement to existing structures; (iv) The enactment of geological hazard abatement districts and assessments; and (v) The determination of the "mean high tide line" which is used to figure out the property's boundary. Buyer is advised to consult with appropriate professionals, including having a geological inspection, to identify the effect of the listed conditions, if any, on the property. Brokers do not have expertise in this area.

Below is a non-exhaustive list of potential resources provided as a starting point for Buyer investigations into sea level rise, and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.

- A. California Coastal Commission contact information: <https://www.coastal.ca.gov/contact/#/>
- B. State Lands Commission contact information: <https://www.slc.ca.gov/contact-us/>
- C. National Oceanic and Atmospheric Administration (sea level rise page): [https://search.usa.gov/search?affiliate=csc\\_search\\_all&query=sea=level=rise&submit=submit](https://search.usa.gov/search?affiliate=csc_search_all&query=sea=level=rise&submit=submit)
- D. California Coastal Commission (sea level rise page): <https://www.coastal.ca.gov/climate/slr/>
- E. Coastal Adaptation Planning Guidance: Residential Development (draft); California Coastal Commission: <https://www.coastal.ca.gov/climate/slr/vulnerability-adaptation/residential/>



## D. Legal Requirements (Federal, State and Local)

1. **DEATH ON THE PROPERTY:** California Civil Code § 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when § 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing. Brokers do not have expertise in this area.
2. **EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** Buyer and Seller are advised that California Public Resources Code §§ 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones. Brokers do not have expertise in this area.
3. **EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at <http://www.epa.gov/lead> for more information. Buyer and Seller are advised to consult an appropriate professional. Brokers do not have expertise in this area.
4. **FIRE HAZARDS:** Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code § 4136 and California Government Code §§ 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Buyer is advised that there is a potential for fires even outside designated zones. Brokers do not have expertise in this area.
5. **FIRPTA/CALIFORNIA WITHHOLDING:** Buyer and Seller are advised that: (i) Internal Revenue Code § 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the Buyer acquires the property as Buyer's residence and the price does not exceed \$1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is \$300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code § 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.
6. **FLOOD HAZARDS:** Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code § 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.
7. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <http://www.meganslaw.ca.gov/>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers, in any, are required to check this website. If Buyer wants further information, Buyer should obtain information directly from this website.) Brokers do not have expertise in this area.



- 8. NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING:** Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following notice to the Buyer:

"California property tax law requires the Assessor to revalue real property at the time the ownership of property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. Even if you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your Tax Collector's Office."

Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. A change (preliminary change) of ownership form is generally required to be filed by the Buyer with the local taxing agency. The form identifies the sales price of the Property. An assessor may value the Property at its fair market value regardless of the sales price declared by the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.

- 9. ZONE MAPS MAY CHANGE:** Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA. Brokers do not have expertise in this area.

## E. Contract Related Issues and Terms

- 1. ARBITRATION:** Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.
- 2. ELECTRONIC SIGNATURES:** The ability to use electronic signatures to sign legal documents is a great convenience, facilitating the ability to send and receive documents and reach agreement in a real estate transaction. However, Buyers and Sellers are cautioned to carefully read each provision. Arrows indicating "sign here" are merely there for the convenience of finding the next signature line. Only sign if you have taken the time necessary to read each document thoroughly, have full knowledge, and consent to the terms provided in the document. Brokers strongly advise Buyers and Sellers to read the entire document before signing even if they have reviewed an earlier draft. Do not just scroll through or skip to the next signature line. You are signing a legally binding agreement. Read it carefully. Ask your Broker, Agent or legal advisor if you have questions or do not understand a provision, and sign only if you agree to be bound by the terms. Brokers do not have expertise in this area.
- 3. ESCROW FUNDS:** Buyer and Seller are advised that California Insurance Code § 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.
- 4. HOME WARRANTY:** Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.
- 5. IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS:** The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require





U.S. title insurance companies to identify the natural persons behind shell companies used to pay "all cash" for high-end residential real estate in certain major metropolitan areas. FinCEN explained that it remains concerned that all-cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies or other similar structures. Since the original issuance, the GTOs have been renewed and may continue to be renewed. The GTOs cover the following areas in California: Los Angeles, San Francisco, San Mateo, Santa Clara and San Diego Counties. The monetary thresholds for each county is \$300,000. GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.

6. **LIQUIDATED DAMAGES:** Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form RID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code § 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.
7. **MEDIATION:** Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA-CA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails. Brokers do not have expertise in this area.
8. **NON CONFIDENTIALITY OF OFFERS:** 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 (such as C.A.R. Form CND). 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. Brokers do not have expertise in this area.
9. **ONLINE OR WIRE FUNDS TRANSFERS:** Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers, verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

## F. Other Factors Affecting Property

1. **COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES:** Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations § 1228 for more information and exceptions. Private transfer fees: (i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.
2. **GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION:** Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following non-exclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at <http://www.cpsc.gov/> during Buyer's inspection contingency period. Another source affiliated with the CPSC is <http://saferproducts.gov/> which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.

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- 3. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL:** Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code § 4745. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.
- 4. LEGAL ACTION:** Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: (i) whether the legal action or any resolution of it affects Buyer and the Property, (ii) if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and (iii) if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters. Brokers do not have expertise in this area.
- 5. MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA:** Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies, and it may or may not reflect the opinions or representations by the Broker. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.
- 6. PACE LOANS AND LIENS:** The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on a property for the amount owed plus interest. A property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. Residential Purchase Agreement (C.A.R. Form RPA), whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.

- 7. **RE-KEYING:** All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA.
- 8. **SOLAR PANEL LEASES:** Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyers willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.
- 9. **RECORDING DEVICES:** Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices.

## G. Local Disclosures and Advisories

### 1. LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

The following disclosures or advisories are attached:

- A.  \_\_\_\_\_
- B.  \_\_\_\_\_
- C.  \_\_\_\_\_
- D.  \_\_\_\_\_

Buyer and Seller are encouraged to read all 14 pages of this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of all 14 pages of this Advisory.

BUYER \_\_\_\_\_ *Paradise Recreation and Park District* Date \_\_\_\_\_

BUYER \_\_\_\_\_ Date \_\_\_\_\_

SELLER \_\_\_\_\_ *Harold A. Stimson, Trustee* Date \_\_\_\_\_

SELLER \_\_\_\_\_ *Linda C. Stimson, Trustee* Date \_\_\_\_\_

Real Estate Broker (Selling Firm) *n/a* \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

By \_\_\_\_\_ Tel. \_\_\_\_\_ E-mail \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_

*n/a*  
By \_\_\_\_\_ Tel. \_\_\_\_\_ E-mail \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_

Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA)

Real Estate Broker (Buyer's Firm) *n/a* \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

By \_\_\_\_\_ Tel. *(650)327-2900* E-mail \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_

*n/a*  
By \_\_\_\_\_ Tel. \_\_\_\_\_ E-mail \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_

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PRPD - Stimson

# Staff Report

## October 13, 2021



DATE: 9/30/2021  
 TO: PRPD Board of Directors (BOD)  
 FROM: Kristi Sweeney, Assistant District Manager  
 SUBJECT: Resolution #21-10-1-506 California State Parks Rural Recreation and Tourism Program Grant

### Summary

Staff seek Board approval of resolution # 21-10-1-506 to submit a proposal for the Rural Recreation and Tourism Program grant.

**Recommendation:** *Approve resolution #21-10-1-506 as presented and authorize District Manager to submit a proposal for the Rural Recreation and Tourism Program grant.*

### 1. Background

The California Department of Parks and Recreation is accepting proposals for a Rural Recreation and Tourism Program grant (RRT). This funding opportunity is part of the 2018 California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act (Prop 68). Requirements of this grant program prioritize funding for rural park development (based on population limits) in communities with significant levels of poverty. The stated goal of this RRT grant is to build new parks, or new features in existing parks, that support the health and wellness of Californians, while supporting local economies by creating destination recreation opportunities for residents in the local and surrounding communities.

Staff have gathered public input using online surveys in 2019 and 2020 regarding Bille Park feature enhancements. Based on these surveys staff worked with Melton Design Group on a conceptual design plan that incorporated the elements most requested for Bille Park. Staff will be hosting two additional public input meetings to present the conceptual design plans and revise according to public preferences. The first public meeting will be held on Zoom Thursday October 7, 2021. The second meeting will be held on Saturday October 23<sup>rd</sup> at 10:00 am at lower Bille Park.

Proposals for the RRT program grant are due November 5, 2021. Funding awards are expected in January or February 2022.

### 2. Fiscal Impact

The total grant funding available statewide is \$23,125,000. The maximum funding available per proposal is \$3 million, and the minimum amount is \$200,000. While the funding available is significant it would not go far if all proposals funded were at the maximum grant award. Staff believe that a proposal targeting \$1.5 million would be the most to request in order to maintain a competitive proposal. The grant does not require any match funding from the District if the proposal is successful and awarded funding. However, the grant money is paid to award beneficiaries through a reimbursement process. This would mean that the District would incur some income loss from investment income interest.

### 3. Permits and Environmental Review

A CEQA study would be required, as would permits from the Town, though these costs can be included in the grant funding request.

### 4. Discussion

Staff have not yet been notified about the status of the two State Parks Program grant proposals to develop Lakeridge Park (Magalia) or Noble Park (Paradise). Staff had considered creating a safety-net proposal to fund development of these parks on a smaller scale in the event that neither proposal is awarded funding. However, based on the limited funds available through the competitive proposal process, funding smaller feature development at Lakeridge or Noble Parks did not seem like a viable option. The cost for parking and restrooms would need to be included in the grant proposal, which would leave less than \$800,000 dollars to fund recreational features that would become a recreation destination if staff maintained a not-to-exceed proposal request of \$1.5 million. The grant guidelines advise that proposals will be more competitive if the recreational feature(s) reflect the majority of the overall project budget. Parking, restrooms, lighting, and landscaping are considered support amenities, not recreational features according to grant guidelines and scoring.

**5. Recommendation**

*Approve resolution #21-10-1-506 as presented and authorize District Manager to submit a proposal for the Rural Recreation and Tourism program grant.*

**Attachments:**

A. Resolution #21-10-1-506

[https://paradisepd.sharepoint.com/sites/BODMeeting/Shared Documents/\\_BOD/2021/21.1013/2021.1013.Rural.Rec.and.Tourism.Grant.Staff.Report.docx](https://paradisepd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2021/21.1013/2021.1013.Rural.Rec.and.Tourism.Grant.Staff.Report.docx)  
10/7/2021



## Paradise Recreation & Park District

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### RESOLUTION #21-10-1-506

#### **RESOLUTION OF THE (Title of Governing Body/Council, Board of Supervisors/Directors) OF (City, County, or District) Approving the Application for RURAL RECREATION AND TOURISM PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Rural Recreation and Tourism Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the PARADISE RECREATION AND PARK DISTRICT BOARD OF DIRECTORS hereby: APPROVES THE FILING OF AN APPLICATION FOR THE BILLE PARK ENHANCEMENTS FOR HEALTH, JOY AND DESTINATION RECREATION; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to (designated position) to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the 13<sup>th</sup> day of October, 2021

I, the undersigned, hereby certify that the foregoing Resolution Number \_\_\_\_\_ was duly adopted by the Paradise Recreation and Park District Board of Directors following a roll call vote:

Ayes:

Noes:

Absent:

\_\_\_\_\_ (Clerk)