RESOLUTION - ACTION REQUESTED 2019-305

MEETING:       June 4, 2019

TO:           The Board of Supervisors

FROM:         Dallin Kimble, County Administrative Officer

RE:           Approve the Agreement to Purchase Real Property at 5300 Highway 49

RECOMMENDATION AND JUSTIFICATION:

PUBLIC HEARING: Approve an Agreement to Purchase the Real Property Located at
5300 Highway 49N in Mariposa for a Health Clinic and County Office ($675,000); and
authorize the Board Chair to sign documents to close escrow and complete the
purchase.  [CONTINUED FROM MAY 28, 2019]

The property at APN 013-010-0330 is a single 1.59-acre parcel currently owned by
Robert and Carolyn Rose. The property was appraised for $625,000 and the assessed
value is $825,000. The County submitted a backup offer equal to the asking price of
$675,000 after the property went into escrow with another buyer; the previous escrow
has since been canceled by the seller and the County’s offer has been accepted.

Several inspections have been completed on the property while in escrow, including a
pest inspection, home inspection, preliminary title report, roof inspection and a
natural hazard disclosure. Staff has obtained copies of all leases for tenants in the
building.

Staff recommends the Board issue a note to the County treasury to fund this
acquisition. Once acquired, the County would rent this building to the Mariposa
County Health and Human Services Agency (HHSA) and the existing tenant.

Because the process of obtaining that note is not yet complete, staff is recommending
the Board open the public hearing and continue it to the May 28, 2019, meeting. The
Board will be able to discuss and potentially approve both the financing and the
purchase agreement at that time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The realtor for the sellers, John Thor, reached out to the County in February of this
year regarding the County’s interest in this property. Staff toured the facility and
reviewed all associated documents and, finding an interest in the property, pursued
the acquisition. An offer was discussed in closed session at the April 9, 2019, Board
meeting and accepted on April 18, 2019. The County’s offer is contingent on financing
Resolution - Action Requested 2019-305

and Board approval.

The County is currently in escrow on this property. The Board approved a Resolution of Intention to purchase the property at its April 23, 2019, regular meeting (Resolution 19-226). Approval of this agreement will authorize the completion of the purchase.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve this resolution. The County will not buy this property or staff will require additional direction.

FINANCIAL IMPACT:
The purchase of this property is not anticipated to require General Fund dollars as HHSA will be leasing the property for an amount equal or greater than the loan payments.

ATTACHMENTS:
Purchase Agreement Rose 5300 CA-49 (PDF)
Cancellation of Previous Contract (PDF)
Rose Receipt for Reports (PDF)
Rose Verification of Property Condition (PDF)
Rose Natural Hazard Disclosure (PDF)
Rose Public Notice (PDF)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
**Escrow Instructions**

Inter-County Title Co.,
Tuolumne-Mariposa Division
5160 Buillion Street, P.O. Box 838
Mariposa, Ca 95338
(209) 966-3653 Fax 742-6829

Escrow Contact: Tonya

Brokers Office:
Listing: Thor Commercial Real Estate, Inc.
Selling: Concierge Real Estate

Date: May 30, 2019
Escrow No.: M30369
Property Address: 5300 N Highway 49 Mariposa CA 95338
APN: 013-010-0330

To: Inter-County Title Co., Escrow Holder

SECTION I

Robert J. Rose, Trustee Carolyn J. Rose, Trustee

Seller(s) herein, hand you a deed conveying the property described herein to the vestee named below;

County of Mariposa

Buyer(s) herein

(X) have handed either escrow holder or seller a deposit in the amount of: $5,000.00

(X) and prior to the escrow time limit of: June 11th, 2019

- buyer shall deposit the balance of the purchase price and required closing costs
  To complete a purchase price of: $675,000.00

Except for ELECTRONIC PAYMENT or WIRE TRANSFERS, funds remitted to this escrow are subject to availability requirements imposed by California Insurance Code Section 12413.1 (Chapter 598, Statutes of 1989), effective January 1, 1990.

CASHIER's, CERTIFIED or TELLER'S CHECKS, payable to Inter-County Title Co. are generally available for disbursement on the next business day following the date of deposit. Other forms of payment may cause extended delays in closing of your transaction. Inter-County Title Co. will not be responsible for accruals of interest or other charges resulting from compliance with the disbursement restrictions imposed by State Law. Funds received shall be deposited into an escrow trust account and disbursed by escrow trust account checks. WIRE TRANSFER INFORMATION IS AVAILABLE UPON REQUEST

**"VERY IMPORTANT - Email hacking and fraud are on the rise to fraudulently misdirect funds. Prior to sending any funds by wire, please call your escrow officer to verify any wiring instructions received. Escrow holder is not responsible for any wires sent by you to an incorrect bank account"**

SECTION II

You are authorized and instructed to deliver and/or record all documents and disburse all funds, when you will issue your current form of CLTA Owners policy of title insurance with regional exceptions (and lender's policy as required by lender, if any), with a liability in the amount of the purchase price covering the real property described in your Preliminary Title Report No M30369 prepared for this transaction; and SHOWING TITLE VESTED IN:

County of Mariposa

Prior to close of escrow buyer shall provide escrow holder with the desired method of ownership (Vesting) pursuant to separate instructions. Vesting shall be added to the deed prior to recording.

Note: The manner of holding title may have tax consequences. You are advised to seek advice from legal counsel or your accountant. Acquiring title as married as your sole and separate property will require a notarized conveyance deed from your spouse.
Escrow Instructions - Page 2
(Escrow No. M30369)

SUBJECT TO:

(1) Real property general and special taxes for the current fiscal year, including reassessments if any, and special district assessments, bond assessments and personal property assessments included therein.

(2) The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.

(3) Covenants, conditions, restrictions, rights of ways, easements, reservations and other encumbrances of record, all of which, if any, are set forth on the preliminary title report. Additional encumbrances created through this escrow with buyers consent shall also be shown. Deeds of Trusts and other monetary liens being paid through escrow shall be deleted.

The matters set forth on the preliminary title report which are to remain of record are as follows: 1 through 12 and 16 and 17. The following items shall also be shown on the policy.

SECTION III

Seller and buyer instruct escrow holder to disburse funds as appropriate for the following items:

1. Taxes are to be paid current and prorated based upon the close of escrow. Depending upon the time of year, taxes may be coming due for which the buyer is responsible and has been credited with seller’s portion. These taxes are due whether buyer has received a tax bill or not. Seller shall attempt to deliver to buyer any tax bills received after close of escrow.

2. Escrow holder shall obtain payoff demand statements from any existing lenders, which demands shall be paid from sellers proceeds at close of escrow.

3. Escrow holder shall pay a real estate commission, if brokers are involved, pursuant to any Listing Agreement or Broker Compensation Agreement provided to escrow as set forth on the responsible party’s settlement statement attached hereto.

4. These instructions shall remain in full force and effect until the escrow time limit set forth herein. After the expiration of the time limit, you may proceed with the closing only if you are not in receipt of conflicting written instructions or demand for cancellation.

5. If after the expiration of the time limit set forth herein, written demand for cancellation is submitted to you by either seller and/or buyer, you are to notify each of the other parties and act in accordance with mutual written instructions with the respect to the disbursement of deposits and return of documents or other provisions in the purchase contract.

6. Buyer shall pay for any hazard insurance desired or required by any lender. If not required, buyer is advised to obtain insurance if property is improved.
SECTION IV
(Contingencies, conditions and other disbursements)

1. Buyer and Seller shall split the cost of the Escrow fee and the Owner's Title Insurance premium.

2. Seller shall pay for the County Transfer fees and a Natural Hazard Disclosure report.

Deposit into escrow of all funds and recording documents required to close escrow shall be deemed satisfaction of the above conditions and full release of all of the above contingencies and shall constitute authorization for Escrow Holder to close escrow without further need of contingency release documents.

SECTION V
(Tax Reform Act of 1986 Requirement)

In accordance with the Tax Reform Act of 1986, which requires settlement agents to disclose Seller's Social Security or Tax Payor Identification Number, Seller(s) shall provide escrow holder with a completed and signed Substitute 1099-S form.

If this sale or exchange involves the seller's principal residence, it may be exempt from reporting to the seller and to the Internal Revenue Service on form 1099-S. To determine if this transaction is exempt from reporting, a Certification For No Reporting must be requested, completed by the seller and submitted to escrow holder.

SALE PROCEEDS: Proceeds belong to the seller. If the seller is a Trust, the proceeds must be paid to the trust, in care of the trustee. Seller is advised to establish an account in the name of the trust, if not already established, prior to close of escrow. No exceptions.
SECTION VI
(Escrow Notices)

Trust Certification: If sellers or buyers are acting in the capacity of trustees under the terms of a trust, they hereby certify under penalty of perjury that they have the unrevoked power to execute all documents necessary to consummate this transaction without further authorization.

Instructions and other documents submitted to escrow holder by facsimile or other electronic transmission containing appropriate signatures acceptable to escrow holder, shall be deemed originals. Escrow holder is hereby appointed as agent for the purpose of submitting recordings to the County Recorder. If a mobilehome is included as part of this transaction, escrow holder is authorized to execute all documents necessary to transfer the mobile through the Department of Housing on behalf of the parties.

Settlement Statements attached hereto are hereby incorporated herein, as though fully set forth at length herein, by this reference. Some amounts may represent estimates only and shall be adjusted in escrow.

The Escrow Holder herein is Inter-County Title Co., Tuolumne-Mariposa Division, a California Corporation, licensed by the State of California Department of Insurance. Escrow holder shall have the absolute right to file an action in interpleader in any court to litigate any claims in the event of controversy between the parties hereto. In the event funds are retained in escrow after closing or after the designated escrow time limit, escrow holder shall be entitled to reasonable fees for maintaining, processing and accounting for said funds in escrow.

Sellers and buyers hereby acknowledge having read and approved all pages of these instructions, including the tax withholding notice and privacy policy notice attached hereto.

Seller's proceeds shall be paid by one trust account check payable to all sellers unless specified otherwise in writing. If multiple sellers are involved, please make your request prior to close of escrow.

Dated: 03-19

Robert J. Rose and Carolyn J. Rose, Trustees of the Robert J. Rose and Carolyn J. Rose Trust dated November 17, 1999

BY: ________________________________
Robert J. Rose, Trustee

BY: ________________________________
Carolyn J. Rose, Trustee

County of Mariposa

Mailing address after close of escrow

P.O. Box 2110
Mariposa, CA 95338

Mailing address after close of escrow

______________________________
Trust Certification: If sellers or buyers are acting in the capacity of trustees under the terms of a trust, they hereby certify under penalty of perjury that they have the unrevoked power to execute all documents necessary to consummate this transaction without further authorization.

Instructions and other documents submitted to escrow holder by facsimile or other electronic transmission containing appropriate signatures acceptable to escrow holder, shall be deemed originals. Escrow holder is hereby appointed as agent for the purpose of submitting recordings to the County Recorder. If a mobilehome is included as part of this transaction, escrow holder is authorized to execute all documents necessary to transfer the mobile through the Department of Housing on behalf of the parties.

Settlement Statements attached hereto are hereby incorporated herein, as though fully set forth at length herein, by this reference. Some amounts may represent estimates only and shall be adjusted in escrow.

The Escrow Holder herein is Inter-County Title Co., Tuolumne-Marijosa Division, a California Corporation, licensed by the State of California Department of Insurance. Escrow holder shall have the absolute right to file an action in interpleader in any court to litigate any claims in the event of controversy between the parties hereto. In the event funds are retained in escrow after closing or after the designated escrow time limit, escrow holder shall be entitled to reasonable fees for maintaining, processing and accounting for said funds in escrow.

Sellers and buyers hereby acknowledge having read and approved all pages of these instructions, including the tax withholding notice and privacy policy notice attached hereto.

Seller's proceeds shall be paid by one trust account check payable to all sellers unless specified otherwise in writing. If multiple sellers are involved, please make your request prior to close of escrow.

Dated:__________________________

Robert J. Rose and Carolyn J. Rose, Trustees of the Robert J. Rose and Carolyn J. Rose Trust dated November 17, 1999

BY: ____________________________
Robert J. Rose, Trustee

BY: ____________________________
Carolyn J. Rose, Trustee

Dated: June 10, 2019

County of Mariposa

BY: ____________________________

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

Mailing address after close of escrow

____________________________________

Mailing address after close of escrow

____________________________________
Notification of Withholding Requirements

"In accordance with Section 18662 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to 3 1/3% (.033) of the sale price, or an alternative withholding calculation amount certified by the seller in the case of a disposition of California real property interest by either:

* A seller who is an individual, trust, or estate, or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the sellers.

* A corporate or partnership seller that has no permanent place of business in California immediately after the transfer of title to the California property.

The buyer may become subject to penalty for failure to withhold. The penalty is an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars ($500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

* The sale price of the California real property conveyed does not exceed one hundred thousand dollars ($100,000).

* The seller executes a written certificate under the penalty of perjury certifying that the seller is a corporation or a partnership with a permanent place of business in California.

* The seller, who is an individual, trust, estate, partnership or a corporation without a permanent place of business in California, executes a written certificate under the penalty of perjury of any of the following:

  * The California real property being conveyed is the seller's or decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code (IRC)).

  * The last use of the property being conveyed was by the transferor as the transferor's principal residence (within the meaning of IRC Section 121).

  * The California real property being conveyed is, or will be, exchanged for property of like kind (within the meaning of IRC Section 1031), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under IRC Section 1031.

  * The California real property has been compulsorily or involuntarily converted (within the meaning of IRC Section 1033) and the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC Section 1033.

  * The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes."

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.

Additionally, under the federal "Foreign Investment in Real Property Tax Act", as amended (FIRPTA) and related laws, a buyer may be required to withhold, and could be liable for, an additional tax equal to 15 percent (15%) of the sales price of the real property being conveyed (10% if closed prior to Feb. 16, 2016), in the case of a non-exempt seller who may also be classified as a "foreign person" under Section 1445 of the Internal Revenue Code.

Due to the complexity of these tax laws, and the penalty provisions for failure to withhold, the parties hereto are advised to consult with their respective attorneys or financial advisors as to their obligations, if any, prior to close of escrow. All parties hereby acknowledge receipt of this notice and also that no representation or recommendation has been made by Escrow Holder concerning the above referenced withholding requirements.

Escrow holder may assist buyer with their withholding requirements upon request. Any request by buyer for assistance shall be in writing and buyer agrees to pay the sum of $45.00 for said assistance. If buyer requests withholding and seller does not submit required exemption certificates, escrow holder shall withhold in accordance with the above laws. Initials below represent an acknowledgment of this notice only and is not a request for withholding or for withholding assistance.

Initial: _______ initial: _______
Notification of Withholding Requirements

"In accordance with Section 18662 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to 3 1/3% (.0333) of the sale price, or an alternative withholding calculation amount certified by the seller in the case of a disposition of California real property interest by either:

* A seller who is an individual, trust, or estate, or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the sellers.

* A corporate or partnership seller that has no permanent place of business in California immediately after the transfer of title to the California property.

The buyer may become subject to penalty for failure to withhold. The penalty is an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars ($500). However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

* The sale price of the California real property conveyed does not exceed one hundred thousand dollars ($100,000).

* The seller executes a written certificate under the penalty of perjury certifying that the seller is a corporation or a partnership with a permanent place of business in California.

* The seller, who is an individual, trust, estate, partnership or a corporation without a permanent place of business in California, executes a written certificate under the penalty of perjury of any of the following:

  * The California real property being conveyed is the seller's or decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code (IRC)).

  * The last use of the property being conveyed was by the transferor as the transferor's principal residence (within the meaning of IRC Section 121).

  * The California real property being conveyed is, or will be, exchanged for property of like kind (within the meaning of IRC Section 1031), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under IRC Section 1031.

  * The California real property has been compulsorily or involuntarily converted (within the meaning of IRC Section 1033) and the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC Section 1033.

  * The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes."

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis for corporations or other entities.

Additionally, under the federal "Foreign Investment in Real Property Tax Act", as amended (FIRPTA) and related laws, a buyer may be required to withhold, and could be liable for, an additional tax equal to 15 percent (15%) of the sales price of the real property being conveyed (10% if closed prior to Feb. 16, 2016), in the case of a non-exempt seller who may also be classified as a "foreign person" under Section 1445 of the Internal Revenue Code.

Due to the complexity of these tax laws, and the penalty provisions for failure to withhold, the parties hereto are advised to consult with their respective attorneys or financial advisors as to their obligations, if any, prior to close of escrow. All parties hereby acknowledge receipt of this notice and also that no representation or recommendation has been made by Escrow Holder concerning the above referenced withholding requirements.

**Escrow holder may assist buyer with their withholding requirements upon request. Any request by buyer for assistance shall be in writing and buyer agrees to pay the sum of $45.00 for said assistance. If buyer requests withholding and seller does not submit required exemption certificates, escrow holder shall withhold in accordance with the above laws. Initials below represent an acknowledgment of this notice only and is not a request for withholding or for withholding assistance.**

initial _______ _______ initial _______
### Inter-County Title Co., Tuolumne-Mariposa Division
ALTA Universal ID
P.O. Box 838 / 5160 Bullion Street

<table>
<thead>
<tr>
<th>Description</th>
<th>Debit</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Financial</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sale Price of Property</td>
<td></td>
<td>$675,000.00</td>
</tr>
<tr>
<td><strong>Prorations/Adjustments</strong></td>
<td></td>
<td>$482.48</td>
</tr>
<tr>
<td>County Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/12/19 to 07/01/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Loan Charges to</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Settlement Escrow Fee</td>
<td>Inter-County Title Co., Tuolumne-Mariposa Division</td>
<td>$637.50</td>
</tr>
<tr>
<td>Settlement Doc Prep</td>
<td>Inter-County Title Co., Tuolumne-Mariposa Division</td>
<td>$100.00</td>
</tr>
<tr>
<td>Settlement Wire Fee</td>
<td>Inter-County Title Co., Tuolumne-Mariposa Division</td>
<td>$40.00</td>
</tr>
<tr>
<td><strong>Impounds</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Title Charges &amp; Escrow / Settlement Charges</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title - Owner's Title Insurance (optional)</td>
<td>$830.50</td>
<td></td>
</tr>
<tr>
<td>Coverage: $675,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Premium: $1,661.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Commission</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commission</td>
<td>Thor Commerical Real Estate, Inc.</td>
<td>$20,250.00</td>
</tr>
<tr>
<td>Commission</td>
<td>Conderge Real Estate</td>
<td>$20,250.00</td>
</tr>
</tbody>
</table>

Copyright 2015 American Land Title Association
All rights reserved
### Government Recording and Transfer Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Debit</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recording Fees</td>
<td></td>
<td>$ 14.00</td>
</tr>
<tr>
<td>Deed: $14.00 Mortgage: $0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer Taxes</td>
<td></td>
<td>$ 742.50</td>
</tr>
<tr>
<td>Reconveyance Fee for Success</td>
<td></td>
<td>$ 270.00</td>
</tr>
<tr>
<td>Capital</td>
<td></td>
<td></td>
</tr>
<tr>
<td>to Mariposa County Recorders</td>
<td></td>
<td></td>
</tr>
<tr>
<td>to Inter-County Title Co., Tuolumne-Mariopa</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Division</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Payoffs

<table>
<thead>
<tr>
<th>Description</th>
<th>Debit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payoff of First Mortgage Loan</td>
<td>$ 184,777.83</td>
</tr>
<tr>
<td>111675-379001 Loan Payoff</td>
<td>$ 184,687.05</td>
</tr>
<tr>
<td>As of 06/11/19</td>
<td></td>
</tr>
<tr>
<td>Include additional interest for</td>
<td></td>
</tr>
<tr>
<td>Days @ 30.260000 Per Diem/Day Plus 3 Extra Days</td>
<td></td>
</tr>
<tr>
<td>Payoff of Second Mortgage Loan</td>
<td>$ 32,884.85</td>
</tr>
<tr>
<td>2844754007 Loan Payoff</td>
<td>$ 32,884.85</td>
</tr>
<tr>
<td>As of 06/20/19</td>
<td></td>
</tr>
<tr>
<td>Include additional interest for</td>
<td></td>
</tr>
<tr>
<td>-9 Days @ Per Diem/Day</td>
<td></td>
</tr>
</tbody>
</table>

### Miscellaneous

<table>
<thead>
<tr>
<th>Description</th>
<th>Debit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Natural Hazard Disclosure Report</td>
<td>$ 99.00</td>
</tr>
<tr>
<td>3477376101</td>
<td></td>
</tr>
<tr>
<td>Demand Fee</td>
<td>$ 50.00</td>
</tr>
<tr>
<td>001</td>
<td></td>
</tr>
<tr>
<td>to Property L.D.</td>
<td></td>
</tr>
<tr>
<td>to Success Capital</td>
<td></td>
</tr>
</tbody>
</table>

### Subtotals

<table>
<thead>
<tr>
<th>Description</th>
<th>Debit</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance Due TO</td>
<td>$ 260,946.18</td>
<td>$ 675,482.48</td>
</tr>
<tr>
<td>TOTALS</td>
<td>$ 414,536.30</td>
<td>$ 675,482.48</td>
</tr>
</tbody>
</table>

### Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Inter-County Title Co., Tuolumne-Mariopa Division to cause the funds to be disbursed in accordance with this statement.

Robert J. Rose and Carolyn J. Rose, Trustees of the Robert J. Rose and Carolyn J. Rose Trust dated
November 17, 1999

BY: [Signature]

BY: [Signature]

Copyright 2015 American Land Title Association
All rights reserved
May 20, 2019

TO:        Board of Supervisors
            Steve Dahlem, County Counsel
            Dallin Kimble, CAO

FROM:      Sarah Williams, Planning Director

RE:        County’s Purchase of Real Property at 5300 Highway 49N, Mariposa; APN 013-010-0030

I have reviewed information regarding the County’s potential purchase of the real property located at 5300 Highway 49N in Mariposa (APN 013-010-0030), for a Health Clinic and County office. My review was pursuant to California Government Code §65402(a). This code requires that, if a general plan has been adopted, no real property shall be acquired for public purposes until the location, purpose and extent of such acquisition has been submitted to and reported upon by the planning agency as to conformity with said adopted general plan.

This confirms that the acquisition of the real property located at 5300 Highway 49N, Mariposa (APN 013-010-0030) for future use as a Health Clinic and County office is in conformity with the Mariposa County General Plan. This finding is based on the following:

1. General Plan Section 5.1.07: Mariposa’s growth, projected to increase substantially during the life of the General Plan, will require siting and development of new public facilities and/or expansion of existing facilities.
   This project, to acquire real property which is already developed with a structure previously used as a doctor’s office, will result in the relocation of Mariposa County’s public health facility and offices, to provide services to Mariposa County residents.

2. General Plan Goal 5-4/Implementation Measure 5-4a(1): Commercial, healthcare, financial, and other service businesses intended to serve the greater County population, a regional or greater customer base, shall be located only within Town Planning Areas.
   This project will result in the relocation of Mariposa County’s public health facility and offices on a parcel which is located within the Mariposa Town Planning Area.

3. General Plan Goal 5-7/Policy 5-7a: Public facilities and services may be sited in all General Plan land use classification with due consideration for area-specific issues.
This project will result in the siting of the Mariposa County’s public health facility and offices on a parcel in the Mariposa Town Planning Area which is zoned General Commercial. The General Commercial zone allows, as a permitted use, "professional offices of a service character located within a building". The site is developed with a structure previously used as a doctor’s office. The site has adequate on-site parking. The site has an improved encroachment off of a State-maintained highway, in an area where there is a continuous left-turn lane. The site is served by a public water system and a community wastewater treatment system, both of which have adequate capacity for the project. The site is less than 1,000 feet from the County’s Health and Human Services Agency, where many public services are available. This will create efficiencies in the provision of public services to county residents.

4. General Plan Section 5.3.01.B(1): All public uses, as defined in the General Plan, area consistent with the purpose of a town planning area.

This project is for a public use and is located in the Mariposa Town Planning Area.
COMMERCIAL PROPERTY PURCHASE AGREEMENT
AND JOINT ESCRROW INSTRUCTIONS
(NON-RESIDENTIAL)
(C.A.R. Form CPA, Revised 12/18)

Date Prepared: 04/12/2019

1. OFFER:

A. THIS IS AN OFFER FROM The County of Mariposa ("Buyer").
   [ ] Individual(s), [ ] A Corporation, [ ] A Partnership, [ ] An LLC, [ ] An LLP, or [ ] Other County Entity

B. THE REAL PROPERTY to be acquired is located at Mariposa (City), Mariposa (County), California, 95338 (Zip Code), Assessor's Parcel No. 017-016-0320 ("Property").

C. THE PURCHASE PRICE is offered in Six Hundred Seventy-Five Thousand Dollars ($675,000.00). The escrow shall occur on _30_ Days After Acceptance.

D. 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: Thor Commercial Real Estate, Inc., License Number, 01999679

   [ ] Buyer's Brokerage Firm: Concierge Real Estate Services, Inc., License Number, 02086692

   [ ] Seller's Agent: John Thor, License Number, 01024945

   [ ] Buyer's Agent: Kori Smith, License Number, 01221749

   [ ] The broker of (check one): [X] the seller; [ ] the buyer and seller; (dual agent)

   [ ] The broker of (check one): [X] the buyer; [ ] the buyer and seller; (dual agent)

   [ ] is (check one): [X] the Seller's Agent. (salesperson or broker associate) [ ] both the Buyer's and Seller's Agent. (dual agent)

   [ ] is (check one): [X] 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 $5,000.00.

      (1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, or other within 3 business days after Acceptance (or _30_ Days After Acceptance).

      OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or payable to the agent submitting the offer (or to _30_ Days After Acceptance). The deposit shall be held unencashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or

   (Note: Initial and increased deposit 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 $540,000.00 or ___ 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 R(D)) at the time the increased deposit is delivered to Escrow Holder.

   C. 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 $540,000.00

       This loan will be conventional financing or Seller financing (C.A.R. Form SFA). (check financing (C.A.R. Form AFA). subordinate 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 $525,000.00

       This loan will be conventional financing or Seller financing (C.A.R. Form SFA). (check financing (C.A.R. Form AFA). subordinate to financing, Other This loan shall be at a fixed rate not to exceed ___% or, an adjustable rate loan with initial rate not to exceed ___%.

       Regardless of the type of loan, Buyer shall pay points not to exceed ___% of the loan amount.

E. ADDITIONAL FINANCING TERMS:

F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of $130,000.00.

G. PURCHASE PRICE (TOTAL): $675,000.00
H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3C(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 14B(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 18, 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.

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.

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. ADDENDA AND ADVISORIES:
   A. ADDENDA:
      ☑ Back Up Offer Addendum (C.A.R. Form BUO) ☑ Court Confirmation Addendum (C.A.R. Form CCA)
      ☑ Septic, Well and Property Monument Addendum (C.A.R. Form SWPA)
      ☑ Short Sale Addendum (C.A.R. Form SSA) ☑ Other Representative Capacity Addendum
   B. BUYER AND SELLER ADVISORIES:
      ☑ Buyer's Inspection Advisory (C.A.R. Form BIA)
      ☑ Probate Advisory (C.A.R. Form PA)
      ☑ Trust Advisory (C.A.R. Form TA)
      ☑ Short Sale Information and Advisory (C.A.R. Form SSIA)
      ☑ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
      ☑ REO Advisory (C.A.R. Form REO)
      ☑ Other

6. OTHER TERMS:
   ☑ Sale is contingent on Board Approval.

7. 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 the following Report prepared by Property ID
      (2) ☑ Buyer ☑ Seller shall pay for the following Report prepared by
      (3) ☑ Buyer ☑ Seller shall pay for the following Report prepared by

Buyer's initials ☑ Buyer, ☩ Seller, ☑ Seller, ☑ Seller Initials ☑ Buyer, ☩ Seller, ☑ Seller Initials
B. GOVERNMENT REQUIREMENTS AND RETROFIT:

(1) Buyer [X] Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.

(2) (i) Buyer [X] Seller shall pay the cost of compliance with any other minimum mandatory government inspections and requirements as a condition of closing escrow under any Law.

(ii) Buyer [X] Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.

(iii) Buyer shall be provided, within the time specified in paragraph 18A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of the sale of the Property.

C. ESCROW AND TITLE:

(1) (a) [X] Buyer X Seller shall pay escrow fee split 50/50

(b) Escrow Holder shall be Inter County Title

(c) The Parties shall, within 5 (or ___) Days After receipt, sign and return Escrow Holder's general provisions

(2) (a) [X] Buyer X Seller shall pay for owner's title insurance policy specified in paragraph 17E split 50/50

(b) Owner's title policy to be issued by Inter County Title

(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

(1) [X] Buyer X Seller shall pay County transfer tax or fee

(2) Buyer X Seller shall pay City transfer tax or fee

(3) Buyer X Seller shall pay Owners' Association ("OA") transfer fee

(4) Seller shall pay OA fees for preparing all documents required to be delivered by Civil Code §4525.

(5) [X] Buyer X Seller shall pay OA fees for preparing all documents other than those required by Civil Code §4525.

(6) Buyer to pay for any HOA certification fee.

(7) [X] Buyer X Seller shall pay for any private transfer fee

(8) [X] Buyer X Seller shall pay for

(9) [X] Buyer X Seller shall pay for

6. 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 paragraph 8 B, C or D.

B. ITEMS INCLUDED IN SALE:

(1) All EXISTING fixtures and fittings that are attached to the Property;

(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms.

(3) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 16A.

(4) Seller represents that all items included in the purchase price are, unless otherwise specified or identified pursuant to 8B(7), owned by Seller. Within the time specified in paragraph 18A, Seller shall give Buyer a list of fixtures not owned by Seller.

(5) Seller shall deliver title to the personal property by Bill of Sale, free and clear of all liens and encumbrances, and without seller warranty of condition regardless of value.

(6) Any additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

(7) LEASED OR LIENED ITEMS AND SYSTEMS: Seller shall, within the time specified in paragraph 18A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 18B and C.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale:

D. OTHER ITEMS:

(1) Existing integrated phone and automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are [ ] are NOT included in the sale.

9. CLOSING AND POSSESSION:

A. Seller-occupied or vacant property: 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 (ii) [ ] at ____ AM/PM on

B. Seller Remaining in Possession After Close Of Escrow: If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as C.A.R. Form CL, and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property, and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.

C. Tenant Occupied Units: Possession and occupancy, subject to the rights of tenants under existing leases, shall be delivered to Buyer on Close Of Escrow.

Buyer's Initials ( ) ( )

Seller's Initials ( ) ( )

CPA REVISED 12/16 (PAGE 3 OF 11)
D. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall deliver to Buyer relevant copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.

E. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door opener. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Owners’ Association (“OA”) to obtain keys to accessible OA facilities.

10. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the Civil Code.

11. SELLER DISCLOSURES:

A. NATURAL AND ENVIRONMENTAL DISCLOSURES: Seller shall, within the time specified in paragraph 18, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide an NHD, 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; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

B. ADDITIONAL DISCLOSURES: Within the time specified in paragraph 18, Seller shall Deliver to Buyer, in writing, the following disclosures, documentation and information:

(1) RENTAL SERVICE AGREEMENTS: (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; and (ii) a rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates, or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any concession, rebate, or other benefit, except as set forth in these documents.

(2) INCOME AND EXPENSE STATEMENTS: The books and records, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents the books and records are those maintained in the ordinary and normal course of business, and used by Seller in the computation of federal and state income tax returns.

(3) LEASEHOLD ESTOPPEL CERTIFICATES: (if checked) Tenant estoppel certificates (C.A.R. Form TEC) completed by Tenant 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 lessee defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

(4) SURVEYS, PLANS AND ENGINEERING DOCUMENTS: Copies of surveys, plans, specifications and engineering documents, if any, in Seller’s possession or control.

(5) PERMITS: If in Seller’s possession, copies of all permits and approvals concerning the Property, obtained from any governmental entity, including, but not limited to, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.

(6) STRUCTURAL MODIFICATIONS: Any known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.

(7) GOVERNMENTAL COMPLIANCE: Any improvements, additions, alterations or repairs made by Seller; or known to Seller to have been made, without required governmental permits, final inspections, and approvals.

(8) VIOLATION NOTICES: Any notice of violations of any Law filed or issued against the Property and actually known to Seller.

(9) WATER CONSERVING PLUMBING DEVICES: Section 1101.5 of the Civil Code, requires that by January 1, 2019, all multi-family residential and commercial real property be equipped with water-conserving plumbing devices. Seller shall disclose in writing whether the property includes any noncompliant plumbing fixtures. Seller may use C.A.R. Form SPQ or ESD. See C.A.R. Form WCMC for further information.

(10) MISCELLANEOUS ITEMS: Any of the following, if actually known to Seller: (i) any current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) affecting the Property, or the right to use and occupy it; (ii) any unsatisfied mechanic's or materialman's lien(s) affecting the Property; and (iii) any tenant of the Property is the subject of a bankruptcy.

C. WITHHOLDING TAXES: Within the time specified in paragraph 18A, 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).

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.

(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 OA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claims or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; and (v) the names and contact information of all OAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller’s possession. Buyer’s approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 18B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to OAs or management company to pay for any of the above.

Buyer’s Initials ___________________________ ___________________________ ___________________________ ___________ Seller’s Initials ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________ ___________________________...
12. ☐ ENVIRONMENTAL SURVEY (if checked): Within ___ Days After Acceptance, Buyer shall be provided a phase one environmental survey report paid for and obtained by ☐ Buyer ☐ Seller. Buyer shall then, as specified in paragraph 18, remove this contingency or cancel this Agreement.

13. 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 deliver 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.

14. CHANGES DURING ESCROW:
   A. Prior to Close Of Escrow, Seller may only engage in the following acts, ("Proposed Changes"), subject to Buyer’s rights in paragraph 14B:
      (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify, or extend any service contracts; (iv) change the status of the condition of the Property.
   B. (1) 7 (or ___) Days prior to any Proposed Changes, Seller shall deliver written notice to Buyer of any Proposed Changes.
      (2) 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.

15. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold as (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 18A, 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 18B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
   C. Buyer shall be strongly advised to conduct investigations of the entire Property in order to determine its present condition. Buyer 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.

16. 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 18B. Within the time specified in paragraph 18B(1), Buyer shall have, 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. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestations or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) review the registered sex offender database; and (iv) perform an inspection of the Property including the availability and cost of flood and fire insurance; (v) review and seek approval of leases that may need to be assumed by Buyer; and (vi) 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 not make or cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing required to prepare a Pest Control Report; 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 18B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
   C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer’s Investigations and through the date possession is made available to Buyer.
   D. Buyer indemnity and seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair any damage arising from Buyer’s Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. 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 of this Agreement.

17. TITLE AND VESTING:
   A. Within the time specified in paragraph 18, Buyer shall provide 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 18B. 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. Buyer 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 Buyer has agreed to remove in writing.
   C. Within the time specified in paragraph 18A, Buyer 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 standard coverage owners CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for 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.

18. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutually written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be executed 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 5A, 6, 7, 8B(7), 11A, B, C, D and F, 12, 15A and 17A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.

B. (1) BUYER HAS: 17 (or ____) Days After Acceptance, unless otherwise agreed in writing, to: (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(7) and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property. (2) Within the time specified in paragraph 18B(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 request.

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 letter as required by paragraph 3C(1); (iii) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H, or (iv) in writing assume or accept leases or liens specified in 8B(7). (v) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 25B, or (vi) Provide evidence of authority to sign in a representative capacity as specified in paragraph 23. 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) signed by the applicable Buyer or Seller, and (iii) given to 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 18.

E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

F. CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller, and (ii) give the other Party at least 3 (or ___) Days After Delivery to close escrow. A DCE may not be delivered any earlier than 3 Days Prior to the scheduled close of escrow.

G. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release Instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursal of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to $1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057).
19. 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.

20. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property within 5 or [blank] 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 15; (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).

21. 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, OA 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.

22. 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 is not closed, as otherwise specified in the agreement between the Broker and that Seller or Buyer.

B. BROKERAGE: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify, defend, and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representations in this paragraph.

C. 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 areas 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 inspection reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining if fair market value of the Property or 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, insurance, title and other desired assistance from appropriate professionals.

23. 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 40 or 41 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).

24. 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, 5A, 6, 7, 10, 11D, 17, 18G, 21, 22A, 23, 24, 30, 38, 39, 41, 42 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 22A, or paragraph D of the section titled Real Estate Brokers on page 11 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 advise Escrow Holder of their instructions to Escrow Holder and will execute such provisions within the time specified in section 7C(1)(e). To the extent the general provisions are inconsistent or conflicting with this Agreement, the specific 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 (blank) Days, shall pay to Escrow Holder or HOA or HOA management company, or others, as required by paragraphs 7, 11 or elsewhere in this Agreement.

Buyer's Initials: [ ]
Seller's Initials: [ ]

CPA REVISED 12/18 (PAGE 7 OF 11)

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 7 OF 11)
Produced with zpForm68 by zpLogix 16070 Fifteen Mile Road, Fraser, Michigan 48026  www.ZpLogix.com
5360 Highway 49, Mariposa, CA 95338 Date: April 12, 2019
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 10C, 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 22A and paragraph D of the section entitled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 22A, 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) compensation pursuant to this Agreement.

D. Upon receipt, Escrow Holder shall provide Seller and Seller’s Broker verification of Buyer’s deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer’s initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.

E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

26. 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).

26. DISPUTE RESOLUTION:

A. MEDIATION: The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.02. 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 26C.

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 26C.

“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 or 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 enjoin the recording of a notice of a 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.

27. 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.

28. MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM: If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.

29. 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.

30. 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).

31. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.

32. 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 liabilities defined, environmentally hazardous substances; (ii) Broker(s) 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) have made no representation concerning the existence, testing, discovery, location and evaluation of, or, 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, or, risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.

33. AMERICANS WITH DISABILITIES ACT: The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer or other qualified professional of Buyer's or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.

34. COPIES: Buyer and Seller acknowledge that Copies of all reports, documents, certificates, approvals and other documents that are furnished to the other are true, correct and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.

35. QUALITY OF TRANSACTIONS: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

36. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

37. 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 initiated by all Parties or if incorporated by mutual agreement in a counter offer 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.

38. 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 will 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 amended, modified, altered or changed, except in writing and signed by Buyer and Seller.

39. 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 excepting those that bind the agreement between the Parties. Addenda are incorporated only when signed by all Parties.

Buyer's Initials [ ]

Seller's Initials [ ]

CPA REVISED 12/18 (PAGE 9 OF 11)

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 9 OF 11)

Produced with pRiform® by pRiform, 16076 Fifteen Mile Road, Fraser, Michigan 48026 www.pRiform.com

150 Highway 49

Date: April 12, 2019

Property Address: 5300 Highway 49, Mariposa, CA 95338

Property Address: 5300 Highway 49, Mariposa, CA 95338
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" or "COE" 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 page 11, 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.

40. AUTHORITY: Any person or persons signing this Agreement represent(s) that such person has full power and authority to bind that person's principal, and that the designated Buyer and Seller has full authority to enter into and perform this Agreement. Entering into this Agreement, and the completion of the obligations pursuant to this contract, does not violate any Articles of Incorporation, Articles of Organization, By Laws, Operating Agreement, Partnership Agreement or other document governing the activity of either Buyer or Seller.

41. 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 person 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) The County of Mariposa

Date _______________ BUYER _______________

(Print name) MILES M. MUNSTER, AS CHAIRMAN OF BOARD OF SUPERVISORS

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

42. 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) Robert Rose

Date _______________ SELLER _______________

(Print name) Carolyn Rose

☐ 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.

CPA REVISED 12/18 (PAGE 10 OF 11)

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 10 OF 11)

Produced with zFileForm® by zFileLogix 18070 Fifty Mile Road Fraser, Michigan 48026 www.zFileLogix.com

5300 Highway 49H, Mariposa, CA 95338

Date: April 12, 2019
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) 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 CS6). 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: Concierge Real Estate Services, Inc.

Kori Smith DRE Lic. # 01221746 Date 4/15/2019
By _____________________________
DRE Lic. # ______________________
Address 4898 Highway 140
City Mariposa
State CA
Zip 95338
Telephone (209)724-4580
Fax (866)213-0224
E-mail californiakori@gmail.com

Seller's Brokerage Firm: Thor Commercial Real Estate, Inc.

John Thor DRE Lic. # 01999679 Date 4/16/2019
By _____________________________
DRE Lic. # ______________________
Address 260 Cascade Way 5
City Oakhurst
State CA
Zip 93636
Telephone 559-780-0511
Fax _____________________________
E-mail johnthor@gmail.com

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 24 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 # ____________________________
Date ____________________________

Address ____________________________
Phone/Fax/E-mail ____________________________

Escrow Holder has the following license number # ____________________________

□ Department of Business Oversight, □ Department of Insurance, □ Department of Real Estate.

PRESENTATION OF OFFER: ( ) Listing Broker presented this offer to Seller on ____________________________ (date).

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

Buyer's Initials ____________________________
Seller's Initials ____________________________

©2018, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. This form has been APPROVED BY the CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.) NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
1. REAL ESTATE BUSINESS SERVICES, INC.
   a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
   525 South Virgil Avenue. Los Angeles, California 90020

CPA REVISED 12/18 (PAGE 11 OF 11)

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 11 OF 11)
Produced with zipForms by zipLogix 18070 Fifteen Mile Road. Fraser. Michigan 48026 www.zipLogix.com
5300 Highway 49
BUYER'S INSPECTION ADVISORY
(C.A.R. Form BIA, Revised 11/14)

Property Address 5300 Highway 49N, Mariposa, CA 95338

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

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

A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.

B. SQUARE FOOTAGE, AGE, BOUNDARIES: Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.

C. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.

D. SOIL STABILITY: Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.

E. WATER AND UTILITIES, WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL: Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, capacity, condition, and capacity of septic systems and components, connection to sewer, and applicable fees.

F. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold, airborne, toxic or otherwise, fungus or similar contaminants).

G. EARTHQUAKES AND FLOODING: Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.

H. FIRE, HAZARD AND OTHER INSURANCE: The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.

I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS: Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.

J. RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security measures for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.

K. SECURITY AND SAFETY: State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, laws,光纤, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other environmentally 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.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer: Buyer

The County of Mariposa

© 1991-2004, California Association of REALTORS®, Inc. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
525 South Virgil Avenue, Los Angeles, California 90023

BIA REVISED 11/14 (PAGE 1 OF 1)
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: Robert Rose
Date: 4/17/2019

Seller: Carolyn Rose
Date: 4/17/2019

The County of Mariposa
Date: 4/15/2019

 Seller: Thor Commercial Real Estate, Inc.

Buyer: Concierge Real Estate Services, Inc.

Buyer: Thork Commercial Real Estate, Inc.

Buyer: Concierge Real Estate Services, Inc.

Buyer: Thork Commercial Real Estate, Inc.

© 2018. California Association of REALTORS®. Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.

This FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

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

Concierge Real Estate Services, 4899 Highway 140 Mariposa CA 95338
Phone: (209) 742-8000 Fax: (866) 745-0124 5300 Highway 49

Produced with zForm® by zProduction 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zForm.com
BACK-UP OFFER ADDENDUM
(C.A.R. Form BUO, Revised 12/17)

This is an addendum to the Residential Purchase Agreement or □ Counter Offer No. ____________, or □ Other ____________, on Commercial Purchase Agreement ("Agreement"), dated April 12, 2019, on property known as 5300 Highway 49N, Mariposa, CA 95338 ("Property"), between The County of Mariposa ("Buyer"), and Robert Rose, Carolyn Rose ("Seller").

1. The Agreement is in back-up position number 1, and is contingent upon written cancellation of any prior contracts and related escrows ("Prior Contracts") between Seller and other buyers. Seller and other buyers may mutually agree to modify or amend the terms of Prior Contracts. Buyer may cancel the Agreement in writing at any time before Seller provides Buyer Copies of written cancellations of Prior Contracts Signed by all parties to those contracts. If Seller is unable to provide such written Signed cancellations to Buyer by July 31, 2019 (date), then either Buyer or Seller may cancel the Agreement in writing.

2. BUYER’S DEPOSIT shall be delivered to Escrow Holder within 3 business days After Copies of the written cancellations Signed by all parties to the Prior Contracts are provided to Buyer; OR (if checked) □ shall immediately be handled as provided in the Agreement.

3. TIME PERIODS in the Agreement for Investigations, contingencies, covenants and other obligations (I) shall begin on the Day After Seller provides Buyer Copies of Signed cancellations of Prior Contracts; OR (ii) (if checked) □ all time periods shall begin as provided in the Agreement. However, if the date for Close Of Escrow is a specific calendar date, that date shall NOT be extended, unless agreed to in writing by Buyer and Seller.

By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of and agrees to the terms of the Agreement and this Back-Up Offer Addendum.

Seller
Carolyn J. Rose
Date 4/17/2019

Seller
Robert J. Rose
Date 4/17/2019

Buyer
The County of Mariposa
Date April 15, 2019

NOTICE OF CANCELLATION OF PRIOR CONTRACTS

1. Seller hereby provides notice to Buyer that all Prior Contracts have been cancelled. Attached hereto are copies of the signed cancellation of Prior Contracts.

2. The Agreement is now in full force and effect.

Seller
Date

Seller
Date

Receipt acknowledged:

Buyer
Date

Buyer
Date

© 2012-2017, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.

This form has been approved by the California Association of REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTORS®. REALTORS® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.
CALIFORNIA ASSOCIATION OF REALTORS®

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE
(FOR BUYER REPRESENTATIVES)
(C.A.R. Form RCSD-B, Revised 6/16)

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

This is a disclosure to the Purchase Agreement or Buyer Representation Agreement OR □ Other , dated 04/12/2019 ("Agreement"), for the property known as 5300 Highway 49N, Mariposa, CA 95338 ("Property"), between □ Seller, □ Buyer Broker, □ Buyer ("Buyer") and □ Seller, □ Buyer Broker, □ Buyer ("Buyer")

If a trust, identify Buyer as the trustee(s) of the trust or by simplified trust name (e.g. 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 Buyer.

1. □ A. TRUST: (1) Assets used to acquire/lease the Property are held in trust pursuant to a trust document titled _______________________________, dated ________________.

□ B. ENTITY: Buyer is a □ Corporation, □ Limited Liability Company, □ Partnership □ Other: County 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 □ is not attached.

□ C. POWER OF ATTORNEY: Buyer ("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.

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

Buyer:

By _______________________________ Date: ____________________________
(Sign Name of Trustee, Officer, Managing Member, Partner, or Attorney-in-Fact)
(Print Representative Name) Miles Menetrey, Chairman of the Board
Title: Chairman of the Board

Acknowledgement of Receipt By Other Party:

(Buyer) Concierge Real Estate Services, Inc.

By _______________________________ Date: ____________________________
(Sign Name of Trustee, Officer, Managing Member, Partner, or Attorney-in-Fact)
(Print Representative Name)

(Seller) Carolyn J. Rose

By _______________________________ Date: ____________________________
(Sign Name of Trustee, Officer, Managing Member, Partner, or Attorney-in-Fact)
(Print Representative Name)

(Seller) Robert J. Rose

By _______________________________ Date: ____________________________
(Sign Name of Trustee, Officer, Managing Member, Partner, or Attorney-in-Fact)
(Print Representative Name)

(Seller) Carolyn Rose

© 2015-2016 California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

RCSD-B REVISED 6/16 (PAGE 1 OF 1)
CALIFORNIA ASSOCIATION OF REALTORS®

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

BUYER'S AGENT

A 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. An agent acting only for a Buyer has the following affirmative obligations:

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

To the Buyer and the Seller:

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

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more 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. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

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).

X Buyer ☐ Seller ☐ Landlord ☐ Tenant

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant

The Confid of Marriott

Date APRIL 15 2019

Agent

Concierge Real Estate Services, Inc.

Kori Smith

Real Estate Broker (Firm)

DRE Lic. # 01221745

Date 4/15/2019

(Salesperson or Broker-Associate, if any) Kori Smith


AD REVISED 12/18 (PAGE 1 OF 2)

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

Concierge Real Estate Services, 4909 Highway 140, Mariposa, CA 95338

Phone: (209) 742-2500

Fax: (866) 213-0724

Produced with ZeeP-Pin by ZeePLogic 18270 Fifteen Mile Road, Fraser, Michigan 48026

www.zeez.com
CIVIL CODE SECTIONS 2079.13 – 2079.24 (2018.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2075.14 to 2075.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 26 (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 brokers who perform as agents in the transaction. When a salesperson or broker owes a duty to any principal, or to any buyer or seller who is not a principal, 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 otherwise acquires the interest of an agent in a real property transaction, either directly through a salesperson or broker associate, or by representation of the seller, buyer, and the agent in the real property transaction.

(c) "Commercial real property" means all real property in the state, except (1) single-family residential real property.

(d) "Dwelling units" means one or more building units in a residential building, as defined in Section 15130 of the Business and Professions Code.

(e) "Dual agent" means an agent acting by representation of the seller, buyer, and the agent in the real property transaction.

(f) "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 be held by the agent pursuant to the terms of the agreement.

(g) "Offer price" means 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) "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.

(i) "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 mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent, pursuant to and in accordance with the authority conferred in Section 10131.15 of the Business and Professions Code.

(j) "Real property transaction" means a transaction involving 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. The seller or buyer, transactions for the creation of a real property sales contract within the meaning of Section 2965, and transactions for the creation of a contract for lease or leasehold tenancy exceeding one year's duration.

(k) "Seller" means an agent acting by representation of the seller, buyer, and the agent in the real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another.

(2) "Seller's agent" means an agent who acts as a seller's agent in the real property transaction.

2079.14. The amount of compensation to be paid to the seller's agent shall be determined by the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall be recorded. The seller's agent shall not be required to provide disclosure to the consumer of the amount of compensation that may be charged or paid to the seller's agent.

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. This is a disclosure statement on page 1 of this 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 buyer and the seller prior to or coincident with execution of that contract by the buyer and the seller, respectively. 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 agent's prior to or coincident with the execution of that contract by the seller.

2079.17(b) A person representing both the buyer and seller in a real property transaction is a dual agent and disclosure to the consumer of the nature of that representation is required.

2079.18. (Repealed pursuant to AB-1286)

2079.19. Any person or entity making 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 agent 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 a 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. 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 seller, disclose to the seller any confidential information obtained from the buyer. "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'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. (c) The list of topics shall not be in any way the duty of responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. In the case of a real estate agent acting as a dual agent, the real estate agent shall disclose to the consumer the nature of that representation and any obligations arising from that representation.

2079.23. In the case of a real estate agent acting as a dual agent, the real estate agent shall disclose to the consumer the nature of that representation and any obligations arising from that representation.

© 1991-2016, California Association of REALTORS®, Inc.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

AD REVISED 12/18 (PAGE 2 OF 2)

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

Produced with zipFilm™ by zipLogix 18070 Fifteen Mile Road, Frisco, Michigan 49626 www.zipFilm.com 5530 Highway 49

LEAR ESTATE BUSINESS SERVICES, INC.
A subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Published and Distributed by
REAL ESTATE BUSINESS SERVICES, INC.
WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY
(C.A.R. Form WFA, Revised 12/17)

Property Address: 5300 Highway 49N, Mariposa, CA 95338

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER 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 acknowledges that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant ____________________________ The County of Mariposa Date 4/17/19

Buyer/Tenant ____________________________ Date

Seller/Landlord ____________________________ Robert Rose Date 4/17/19

Seller/Landlord ____________________________ Carolyn Rose Date 4/17/19

©2016-2017, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.

This form has been approved by the California Association of REALTORS®. No representation is made as to the legal validity or accuracy of any provision in any specific transaction. A real estate broker is the person qualified to advise on real estate transactions. If you desire legal or tax advice, consult an appropriate professional.

This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
A subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

WFA REVISED 12/17 (PAGE 1 OF 1)
CANCELLATION OF CONTRACT, RELEASE OF DEPOSIT
AND CANCELLATION OF ESCRROW
(C.A.R. Form CC, Revised 11/14)

In accordance with the terms and conditions of the: [ ] California Residential Purchase Agreement; or [ ] Other CPA [ ] Other ("Agreement"), dated March 11, 2019, including all amendments and related documents, on property known as 5300 CA 49 N., Mariposa, CA 95338 ("Property"), between Alex Meshkin Yosemite Medical Community Alliance LLC ("Buyer") and Robert Rose, Trustee, Carolyn Rose Trustee ("Seller").

Paragraphs 1 and 2 below constitute escrow instructions to Escrow Holder. Release of funds (pursuant to paragraph 2) requires mutually signed release instructions from Buyer and Seller, judicial decision or arbitration award. A party may be subject to a civil penalty of up to $1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

1. CANCELLATION OF CONTRACT:

[ ] Buyer cancels
[ ] Seller cancels
[ ] Both Buyer and Seller cancel(s) the Agreement
[ ] As permitted by the good faith exercise of [ ] of the Agreement.
[ ] Buyer has failed to remove the applicable contingency after being given a Notice to Buyer to Perform (C.A.R. Form NBP).
[ ] Buyer has failed to take the applicable contractual action after being given a Notice to Buyer to Perform (C.A.R. Form NBP).
[ ] Buyer has failed to take the applicable contractual action after being given a Notice to Seller to Perform (C.A.R. Form NSP).
[ ] Seller has failed to remove the applicable contingency after being given a Notice to Seller to Perform (C.A.R. Form NSP).
[ ] Seller has failed to remove the applicable contingency after being given a Notice to Seller to Perform (C.A.R. Form NSP).
[ ] Per mutual agreement.

Robert J. Rose
Buyer or Seller's Signature (party cancelling the contract)
4/26/2019

Carolyn J. Rose
Buyer or Seller's Signature (party cancelling the contract)
Date 4/26/2019

2. RELEASE OF DEPOSIT and CANCELLATION OF ESCRROW

Buyer and Seller cancel escrow # FWFM-5019800187 with Chicago Title Co. and

[ ] Seller authorizes release of Buyer's deposit, less Buyer's fees and costs, to Buyer.

OR

[ ] Buyer authorizes release of Buyer's deposit, less Seller's fees and costs, to Seller. (Pursuant to a properly executed liquidated damages clause, Buyer's authorization of release of deposit to Seller is limited to no more than 3% of the purchase price. Any additional deposit shall be returned to Buyer.)

OR

[ ] Both Buyer and Seller acknowledge mutual cancellation of the Agreement and authorize Escrow Holder to continue to hold the deposit until receiving subsequent mutual instructions, judicial decision or arbitration award.

OR

[ ] Other: EMD was never received by Chicago Title

Buyer and Seller (i) mutually release each other from all obligation to buy, sell or exchange the Property under the Agreement, and unless otherwise specified, from all claims, actions and demands that each may have against the other(s) by reason of the Agreement; and (ii) intend that all rights and obligations arising out of the Agreement are null and void.

Date
Buyer
Alex Meshkin Yosemite Medical Community Alliance LLC
Buyer

Seller
Robert Rose, Trustee

Seller
Carolyn Rose Trustee

©2014, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.

This form has been approved by the California Association of REALTORS®. No representation is made as to the legal validity or accuracy of any provision in any specific transaction. A real estate broker is the person qualified to advise on real estate transactions. If you desire legal or tax advice, consult an appropriate professional.

This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020
In accordance with the terms and conditions of the: ☑ California Residential Purchase Agreement or ☐ Other __________

(“Agreement”), dated ______ April 12, 2019 ______, on property known as __________

5300 Highway 49N, Mariposa, CA 95338 ______ (“Property”),
between __________
The County of Mariposa __________ (“Buyer”)
and __________
Robert Rose, Carolyn Rose __________ (“Seller”).

Buyer acknowledges receipt of the following written report(s), document(s), inspection report(s) or disclosure(s)
(“Reports”) checked below. Broker and Seller have not verified the representations in such Reports and make no
representation themselves regarding the adequacy and completeness of such Reports or the performance of the
person conducting such inspections or preparing the Reports.

Any Reports not ordered by Buyer should not be considered as a substitute for Buyer obtaining their own
inspections and Reports covering the same items and any other matter affecting the value and desirability of the
Property.

<table>
<thead>
<tr>
<th>Report</th>
<th>Prepared By</th>
<th>Dated</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. ☑ Wood Destroying Pest Inspection</td>
<td>Great Pacific Exterminator</td>
<td>04/29/2019</td>
</tr>
<tr>
<td>B. ☑ Home Inspection Report</td>
<td>Great West Inspection</td>
<td>04/30/2019</td>
</tr>
<tr>
<td>C. ☑ Title: Preliminary Report</td>
<td>Inter County Title Co</td>
<td>04/18/2019</td>
</tr>
<tr>
<td>D. ☑ Roof Inspection</td>
<td>William R Dewitt Construction</td>
<td>04/29/2019</td>
</tr>
<tr>
<td>E. ☐ Sewer Lateral Report</td>
<td>NHD-Property ID</td>
<td>04/25/2019</td>
</tr>
<tr>
<td>F. ☑ NHD Reports</td>
<td>NHD-Property ID</td>
<td>04/25/2019</td>
</tr>
<tr>
<td>G. ☐ Domestic Well Test</td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. ☐ Septic/Private Sewage Inspection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>I. ☐ Government Inspection or Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>J. ☐ Other Inspection or Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>K. ☐ Condominium/Planned Development (HOA or OA) Disclosures required by Civil Code § 4525</td>
<td></td>
<td></td>
</tr>
<tr>
<td>L. ☐ Condominium/Planned Development (HOA or OA) Disclosures not required by Civil Code § 4525</td>
<td></td>
<td></td>
</tr>
<tr>
<td>M. ☑ Lease Documents</td>
<td>John C Fremont Hospital</td>
<td></td>
</tr>
<tr>
<td>N. ☑ Prelim Exceptions</td>
<td>Inter County Title Co</td>
<td></td>
</tr>
<tr>
<td>O.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>P.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Q.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>R.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NOTE: The following reports have been provided to the seller in previous transactions, and unless otherwise disclosed or noted, Seller has not verified the information and has no further knowledge regarding such disclosure. Such reports may not be updated or reflect the current condition of the Property.

<table>
<thead>
<tr>
<th>Report/document from Previous Transactions</th>
<th>Prepared By</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If any of the above reports recommends Buyer obtain additional investigations, you should contact qualified experts to determine if such additional investigations are necessary.

Buyer has been advised that if Buyer receives any report that has not been ordered by Buyer (whether prepared by or for Seller or others), Buyer may have no recourse against the preparer of the report for any errors, inaccuracies or missing information. Buyer is advised to check with the vendor of any report to determine if vendor will offer Buyer such recourse.

Buyer  The County of Mariposa  Date

Buyer  Date

© 2001-2018, California Association of REALTORS®, Inc.
United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.
THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

RFR REVISED 12/18 (PAGE 2 OF 2)
VERIFICATION OF PROPERTY CONDITION
(BUYER FINAL INSPECTION)
(C.A.R. Form VP, Revised 4/07)

Property Address 5300 Highway 49N, Mariposa, CA 95338

The purpose of this inspection is to satisfy Buyer regarding the condition of the Property. Buyer and Seller understand and agree that unless otherwise agreed in the prior contractual agreement between Buyer and Seller: (i) a final inspection is not a contingency of the purchase and sale, and (ii) the inspection or waiver is not intended in any way to alter the contractual obligations of Seller regarding the condition of Property to be delivered to Buyer at possession date. The inspection or waiver is not based upon any statement or representation by Broker(s), Associate-Licensee(s) or brokerage employees. The undersigned agree to hold Broker(s), Associate licensees and brokerage employees harmless from any liability, claims, demands, damages or costs arising out of the contractual obligations of Buyer and Seller concerning the condition of Property.

1. Buyer acknowledges that: (1) Property is in substantially the same condition as on the date of acceptance of the offer to purchase/sell; and (2) Seller has completed any repairs, alterations, replacements or modifications as agreed to by Buyer and Seller with the following exceptions:

The evaluation of the condition of the Property, including any items listed above, is based upon a personal inspection by Buyer and/or tests, surveys, inspections, or other studies performed by inspector(s) selected by Buyer.

OR (if checked):
2. Broker recommends that Buyer conduct a final inspection. If Buyer does not do so, Buyer is acting against the advice of the Broker.

Receipt of a copy is hereby acknowledged.

Date _______________  Buyer
Date _______________  Buyer
Date _______________  Seller
Date _______________  Seller

The County of Mariposa
Robert Rose
Carolyn Rose

© 1986-2007, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.

This form has been approved by the California Association of REALTORS®. No representation is made as to the legal validity or accuracy of any provision in any specific transaction. A real estate broker is the person qualified to advise on real estate transactions. If you desire legal or tax advice, consult an appropriate professional.

This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the National Association of REALTORS® who subscribe to its Code of Ethics.

VERIFICATION OF PROPERTY CONDITION (VP PAGE 1 OF 1)
This statement applies to the following property: 5305 STATE HIGHWAY 49 N MARIPOSA, CA 95338; MARIPOSA COUNTY; APN: 013-010-0320 Date: 04/25/2019

This disclosure statement is intended to be a part of the (the "Purchase Agreement") dated 4/12/2019.

Robert & Carolyn Rose is the Seller and County of Mariposa is the Buyer.

Note: This disclosure statement is not designed or intended to be used in place of the AIR standard Property Information Sheet.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency. Refer to Report.
Yes No X Do not know and information not available from local jurisdiction

AN AREA OF POTENTIAL FLOODING SHOWN ON A DAM FAILURE INUNDATION MAP pursuant to Section 8559.5 of the Government Code. Refer to Report.
Yes No X Do not know and information not available from local jurisdiction

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code. Refer to Report.
Yes No

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code. Refer to Report.
Yes X No

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code. Refer to Report.
Yes No X

A SEISMIC HAZARD ZONE pursuant to Section 2686 of the Public Resources Code. Refer to Report.
Yes (Landslide Zone) Yes (Liquefaction Zone) No Map not yet released by state X

The items listed below indicate additional statutory disclosures and legal information that are provided in the report.

- Additional Reports that are enclosed herein if ordered:
  - (A) ENVIRONMENTAL RISK REPORT (Enclosed if ordered)
  - (B) INDUSTRIAL USE ZONE DETERMINATION (where available) (C) MILITARY ORDNANCE FACILITIES pursuant to California Civil Code Sections 1102.15 and 1940.7 (C) MELLER-ROOS & SPECIAL ASSESSMENTS pursuant to Section 53311-53365.7 / 53754 of the California Government Code; Refer to Report.
  - Governmental Guides are delivered with printed reports and linked on electronically delivered reports (also available at https://propertyid.com/downloads)
  - (A) COMMERCIAL PROPERTY OWNER'S GUIDE TO EARTHQUAKE SAFETY pursuant to California Business and Professions Code Section 10147.

The above disclosure statement, legal, and government information do not substitute any inspections or warranties the principal(s) may wish to obtain. No representation or recommendation is made by any broker as to the legal sufficiency, legal effect, or consequences of this document, or the purchase agreement to which it relates. The representations made in this Natural Hazard Disclosure Statement do not constitute all of the seller's or agent's disclosure obligations in this transaction.

This Report contains the Mandatory Commercial Natural Hazard Disclosure Report. The Environmental Risk Report is only enclosed if it has been ordered. To order the Environmental Risk Report, please contact Property I.D. Customer Service at 800-626-0106.

IMPORTANT NOTICE: The "Easy NHD" is a summary of the complete Property I.D.® Mandatory NHD report. This summary does not replace the complete report and it does not remove the requirement to disclose. By signing below, you acknowledge that you have read the complete report in its entirety, before the close of escrow. This summary is subject to the Terms and Conditions of the complete report.

Reports can be emailed directly to recipients from Property Platinum accounts (www.propertyid.com), or call customer service at (800)626-0106.

Signature of Seller(s) Date__________________
Print Name

Signature of Seller(s) Date__________________
Print Name

Signature of Buyer(s) Date__________________
Print Name

Signature of Buyer(s) Date__________________
Print Name

Property I.D. ____________________________

Copyright © 2019 Property I.D., All rights reserved.
**EASY NHD™**

**Property I.D.**

**DISCLOSURE REPORT SUMMARY**

IMPORTANT NOTICE: This "Easy NHD" is a summary of the complete Property I.D.® Mandatory NHD report. This summary does not replace the complete report and it does not remove the requirement to disclose. Buyers and Sellers must read the complete report in its entirety before the close of escrow. This summary is subject to the Terms and Conditions of the complete report.

Reports can be emailed directly to recipients from Property Platinum accounts (www.propertyid.com), or call customer service at (800)626-0106.

**ORDER ID #:** 3477376  
**ORDER DATE:** 04/25/2019  
**SUBJECT PROPERTY:**  
5300 STATE HIGHWAY 49 N  
MARIPOSA, CA 95338  
MARIPOSA COUNTY  
APN: 013-010-0330  
**ORDERED BY:**  
JOHN THOR  
THOR COMMERCIAL REAL ESTATE INC.  
505 CASCADE WAY S  
MADERA, CA 93636

---

### STATUTORY DISCLOSURES

<table>
<thead>
<tr>
<th>Disclosure</th>
<th>Determination</th>
<th>Disclosure Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEMA Flood Zone</td>
<td>NOT IN</td>
<td>SPECIAL FLOOD HAZARD AREA. THE PROPERTY IS IN ZONE X (NOT SPECIAL FLOOD HAZARD AREA).</td>
</tr>
<tr>
<td>Dam Inundation - CA OES</td>
<td>NOT IN</td>
<td>DAM INUNDATION AREA</td>
</tr>
<tr>
<td>Very High Fire Hazard Severity Zone</td>
<td>NOT IN</td>
<td>VERY HIGH FIRE SEVERITY ZONE</td>
</tr>
<tr>
<td>Wildland Fire Area</td>
<td>IN</td>
<td>STATE FIRE RESPONSIBILITY AREA</td>
</tr>
<tr>
<td>Alquist-Priolo Fault Zone</td>
<td>NOT IN</td>
<td>ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE</td>
</tr>
<tr>
<td>CGS Landslide Hazard Zones</td>
<td>NOT IN</td>
<td>EARTHQUAKE-INDUCED LANDSLIDE HAZARD ZONE (NOTE: THE SUBJECT PROPERTY IS IN AREA FOR WHICH NO MAPS HAVE BEEN ISSUED BY THE STATE OF CALIFORNIA)</td>
</tr>
<tr>
<td>CGS Liquefaction Hazard Zone</td>
<td>NOT IN</td>
<td>LIQUEFACTION HAZARD ZONE (NOTE: THE SUBJECT PROPERTY IS IN AREA FOR WHICH NO MAPS HAVE BEEN ISSUED BY THE STATE OF CALIFORNIA)</td>
</tr>
</tbody>
</table>

### STATE-WIDE DISCLOSURES

<table>
<thead>
<tr>
<th>Disclosure</th>
<th>Determination</th>
<th>Disclosure Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Hazard Rating</td>
<td>IN</td>
<td>AREA WITH HIGH FIRE HAZARD SEVERITY RATING</td>
</tr>
<tr>
<td>CGS Faults</td>
<td>WITHIN 1/4 MILE</td>
<td>FAULT: UNNAMED WELL LOCATED OR WELL DEFINED FAULT</td>
</tr>
<tr>
<td>USFS Wildland-Urban Interface</td>
<td>IN</td>
<td>THE WILDLAND-URBAN INTERFACE</td>
</tr>
<tr>
<td>USGS Faults</td>
<td>NOT WITHIN 1/4 MILE</td>
<td>FAULT</td>
</tr>
<tr>
<td>USDA Expansive Soils</td>
<td>IN</td>
<td>SOILS WITH LOW SHRINK-SWELL POTENTIAL</td>
</tr>
<tr>
<td>Naturally Occuring Asbestos</td>
<td>WITHIN 1/4 MILE</td>
<td>AREA LIKELY TO CONTAIN NATURALLY OCCURRING ASBESTOS</td>
</tr>
</tbody>
</table>
# EASY NHD™

## STATE-WIDE DISCLOSURES (continued)

<table>
<thead>
<tr>
<th>Disclosure</th>
<th>Determination</th>
<th>Disclosure Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>CA Dept. Water Resources Groundwater Management</td>
<td>NOT IN</td>
<td>CALIFORNIA STATEWIDE GROUNDWATER ELEVATION MONITORING PROGRAM PRIORITIZED GROUNDWATER BASIN</td>
</tr>
<tr>
<td>Radon Gas</td>
<td>IN</td>
<td>ZONE 2 FOR RADON GAS POTENTIAL</td>
</tr>
<tr>
<td>Protected Species / Habitats</td>
<td>NOT IN</td>
<td>AREA WITH PROTECTED SPECIES OR HABITANTS</td>
</tr>
<tr>
<td>CNDD8 Protected Species / Habitats</td>
<td>NOT IN</td>
<td>AREA WITH RECORDED SIGHTINGS OF RARE SPECIES OR NATURAL COMMUNITIES</td>
</tr>
<tr>
<td>Duct Sealing Requirement</td>
<td>IN</td>
<td>ZONE SUBJECT TO CALIFORNIA ENERGY COMMISSION DUCT SEALING REQUIREMENTS</td>
</tr>
<tr>
<td>Airport Influence Area</td>
<td>NOT IN</td>
<td>AIRPORT INFLUENCE AREA</td>
</tr>
<tr>
<td>Airport Vicinity</td>
<td>WITHIN 2 MILES OF</td>
<td>FAA APPROVED LANDING FACILITY: JOHN C FREMONT HEALTHCARE DISTRICT HELIPORT</td>
</tr>
<tr>
<td>Military Facilities</td>
<td>NOT WITHIN 1 MILE</td>
<td>MILITARY SITE</td>
</tr>
<tr>
<td>FUDS Military Facilities</td>
<td>NOT WITHIN 1 MILE</td>
<td>FORMERLY USED DEFENSE SITE</td>
</tr>
<tr>
<td>Mining Operations</td>
<td>NOT WITHIN 1 MILE</td>
<td>MINING OPERATIONS</td>
</tr>
<tr>
<td>Abandoned Mining Operations</td>
<td>WITHIN 1 MILE</td>
<td>ABANDONED MINING OPERATIONS: UNNAMED MINE - MINE SHAFT</td>
</tr>
<tr>
<td>USGS Mining Operations</td>
<td>NOT WITHIN 1/4 MILE</td>
<td>MINE SITE IDENTIFIED BY THE U.S. GEOLOGICAL SURVEY</td>
</tr>
<tr>
<td>Oil and Gas Field Administrative Boundary</td>
<td>NOT WITHIN</td>
<td>THE ADMINISTRATIVE BOUNDARY OF OIL AND GAS FIELD</td>
</tr>
<tr>
<td>Oil and Gas Wells</td>
<td>NOT WITHIN 500FT OF</td>
<td>OIL OR GAS WELL, ACTIVE OR ABANDONED</td>
</tr>
<tr>
<td>Right to Farm</td>
<td>IN</td>
<td>AREA WITHIN ONE MILE OF AGRICULTURAL ACTIVITY</td>
</tr>
<tr>
<td>Land Conservation Act</td>
<td>NOT IN</td>
<td>LANDS UNDER CONTRACT PURSUANT TO THE CALIFORNIA LAND CONSERVATION (WILLIAMSON) ACT AT THE TIME THE DATA WAS OBTAINED</td>
</tr>
<tr>
<td>Ad Valorem Rate Based Taxes</td>
<td>SUBJECT TO</td>
<td>AD VALOREM TAXES</td>
</tr>
<tr>
<td>Mello-Roos Taxes</td>
<td>DOES NOT</td>
<td>CURRENTLY HAVE MELLO-ROOS TAXES LEVIED AGAINST IT</td>
</tr>
<tr>
<td>Special Tax Assessment District</td>
<td>IN</td>
<td>SPECIAL TAX ASSESSMENT DISTRICT</td>
</tr>
</tbody>
</table>

## LOCAL DISCLOSURES

<table>
<thead>
<tr>
<th>Disclosure</th>
<th>Determination</th>
<th>Disclosure Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five County Regional Landslides</td>
<td>IN</td>
<td>HIGH RISK FOR LANDSLIDES</td>
</tr>
<tr>
<td>Five County Regional Subsidence</td>
<td>NOT IN</td>
<td>SUBSIDENCE</td>
</tr>
<tr>
<td>Mariposa County Liquefaction</td>
<td>IN</td>
<td>AREA WITH MINIMAL LIQUEFACTION POTENTIAL</td>
</tr>
</tbody>
</table>

## PROPERTY TAX RECORDS

The following Total Annual Tax amount represents the annual property taxes based on the levies and property valuation as listed in the assessor’s tax records as of the beginning of the identified tax year. This amount is subject to change pursuant to the purchase price of the property and/or changes to the assessed value, and does not include supplemental tax bills or penalty fees.
# EASY NHD™

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Variable (Ad Valorem) Tax Rate</td>
<td>1.039985%</td>
</tr>
<tr>
<td>Variable (Ad Valorem) Tax Total</td>
<td>$8,918.42</td>
</tr>
<tr>
<td>Direct Assessment Total</td>
<td>$274.12</td>
</tr>
<tr>
<td>Annual Tax Total</td>
<td><strong>$9,192.54</strong></td>
</tr>
</tbody>
</table>

*The Annual Tax Total amount represents the total property tax fees on the subject property as billed at the beginning of the listed tax year. The levies and amounts listed in this report are based on the levies and property valuation on record at the beginning of the listed tax year. Items not found on the property tax bill provided by the county for the listed tax year, and/or deferred items, may not be found in this report. Property I.D. reserves the right to update these records during the course of the tax year, at Property I.D.'s discretion.*

**NOTE:** The taxes listed are for the tax year shown above. The amounts and levies are subject to change pursuant to the purchase price of the property, changes to the assessed value, or changes in the tax rolls. Supplemental tax bills and penalty fees are not included in this report. To see an estimate of the future taxes based on purchase price, please see the Property I.D. Tax Estimator at [https://propertyid.com/tax-estimator?apn=013-010-0330&county=MARIPOSA](https://propertyid.com/tax-estimator?apn=013-010-0330&county=MARIPOSA).
IMPORTANT NOTICE: This "Easy NHD" is a summary of the complete Property I.D.© Mandatory NHD report. This summary does not replace the complete report and it does not remove the requirement to disclose. Buyers and Sellers must read the complete report in its entirety before the close of escrow. This summary is subject to the Terms and Conditions of the complete report. Reports can be emailed directly to recipients from Property Platinum accounts (www.propertyid.com), or call customer service at (800)626-0106.

The Report is subject to each of the following Terms and Conditions. Each Recipient (as that term is defined below) of the Report hereby acknowledges and agrees that the Report is subject to the following Terms and Conditions, and each Recipient agrees to be bound by such Terms and Conditions. Use of this Report by any Recipient constitutes acceptance of the Terms and Conditions to the Report. The Terms and Conditions below are hereby incorporated by this reference to the Report. This Report is not an insurance policy.

The following persons or entities are deemed "Recipients" of this Report: (1) the seller of the real property that is the subject of the specific transaction for which this Report was issued; (2) that seller’s agent and broker; (3) the buyer of the real property that is the subject of the specific transaction for which this Report was issued; (4) that buyer’s agent and broker; and (5) the escrow officer and escrow company handling the specific transaction for which this Report was issued. This Report is for the exclusive use of the Recipients. No person or entity other than the Recipients, shall be entitled to use or rely on the Report. This Report may not be used, referred to, or relied upon by any person or entity other than the Recipients. No person or entity, other than the Recipients, shall be deemed, treated, or considered to be a beneficiary (intended or otherwise) of this Report. This Report is to be distributed only to make disclosures that are required by the parties to the actual transaction. This Report has been issued in connection with a particular transaction for the sale of the real property described in the Report. The Report may only be used in connection with that particular transaction. If an escrow number has been provided to Property I.D., then this Report may only be used in connection with that particular escrow. The Report may not be used for any other transaction or escrow.

The Report may not be used, for any purpose, if the Recipients have not paid for the Report.

This Report is made for the real property specifically described in the Report (the "Subject Property"). The Subject Property shall not include any property beyond the boundaries of the real property described in the Report. The Subject Property shall not include any structures (whether located on the Subject Property, or not), easements, or any right, title, interest, estate, or easement in any adjoining streets, roads, alleys, lanes, ways, or waterways. No determination is made and no opinion is expressed, or intended, by this Report concerning the right, entitlement, or ability to develop or improve the Subject Property. Property I.D. has no information concerning whether the Subject Property can be developed or improved. Property I.D. expresses no opinion or view, and assumes no responsibility, with respect to the development or improvement of the Subject Property.

No determination is made and no opinion is expressed, or intended, by this Report as to title to the Subject Property. No determination is made and no opinion is expressed, or intended, by this Report concerning whether the Subject Property is comprised of legal lots in conformance with the California Subdivision Map Act or local ordinances.

No determination is made and no opinion is expressed, or intended, by this Report concerning architectural, structural, mechanical, engineering, or legal matters. No determination is made and no opinion is expressed, or intended, by this Report concerning structures or soils on or outside of the Subject Property, including, without limitation, habitability, usability, or marketability of the Subject Property for construction or improvement, potential for soil settlement, drainage, soil subsidence, or other soil or site conditions. No determination is made and no opinion is expressed, or intended, by this Report concerning the marketability or value of the Subject Property. Property I.D. has not conducted any testing of the Subject Property. Property I.D. has not conducted any physical or visual examination or inspection of the Subject Property. This Report is not a substitute for a physical or visual examination or inspection of the Subject Property. If detailed on-site information regarding geologic, environmental, engineering, planning, or other professional studies is desired, Property I.D. recommends that an appropriate qualified professional consultant be retained.

No determination is made and no opinion is expressed, or intended, by this Report concerning the existence of hazardous or toxic materials or substances, or any other defects, on or under the Subject Property, unless specifically described in the Report.

No determination is made and no opinion is expressed, or intended, by this Report concerning any condition of the Subject Property, unless that condition is specifically described in the Report. The Report is intended to address only those matters expressly described in the text of the Report. The Report is not intended to address any matter (either expressly or impliedly) not specifically described in the text of the Report.

This Report is issued as of the date identified in the Report. Property I.D. shall have no obligation to advise any Recipient of any information learned or obtained after the date of the Report even if such information would modify or otherwise affect the Report. Subsequent to Property I.D.’s acquisition of Government Records, changes may be made to said Government Records and Property I.D. is not responsible for advising the Recipients of any changes. Property I.D. will update this Report upon request and at no charge during the transaction process for which this Report was issued, but not to exceed one year from the date of the Report. Likewise, Property I.D. is not liable for any impact on the Subject Property that any change to the Government Records may have.

No determination is made and no opinion is expressed, or intended, by this Report concerning the need to purchase earthquake or flood insurance for the Subject Property. In preparing the Report, Property I.D. has accurately reported on information contained in Government Records. Property I.D. has reviewed and relied upon those Government Records specifically identified and described in the Report. Property I.D. has not reviewed or relied upon any Government Records that are not specifically identified in the Report. Property I.D. also has not reviewed any parcel maps, plat maps, survey maps, surveyor maps, assessor maps, assessor parcel maps, developer maps, or engineering maps, whether or not such maps have been recorded. No determination is made and no opinion is expressed, or intended, by the Report concerning any matters identified in Government Records that were not reviewed by Property I.D. If any Recipient has a question concerning the specific Government Records reviewed (or not reviewed) by Property I.D., then the Recipients should contact Property I.D.’s Customer Service Department at (800) 920-5603.

Mapped hazard zones may represent generalized hazard information. If the questionable edge of a hazard zone impacts any portion of the Property, the report will reflect that the Property is "IN" the zone. If the Subject Property shares a common area with other properties (examples include condominiums, planned developments, town homes, and mobile homes) and any portion of the common area of the complex in which the Subject Property is located is situated in the specified hazard zone, due to the quality and availability of the parcel boundary information supplied by the county, "IN" may be reported even if the property/unit/lot that is the subject of this report is itself not in the specified hazard zone. If the county's parcel boundaries include only the individual unit's boundaries and do not include common areas for which property owners may also be responsible, hazards that exist only in the common areas may not be reported as "IN". When found in the hazard determination the terms "zone", "area", or "mapped" are words strictly defined as geographic locations delineated by specific boundaries identified in the maps and/or data prepared by the applicable governmental agency.

Property I.D. has relied upon the Government Records specifically identified in the Report without conducting an independent investigation of their accuracy. Property I.D. assumes no responsibility for the accuracy of the Government Records identified in the Report.

To the extent that any Recipient has provided information to Property I.D. (including, without limitation, a legal description of the Subject Property), Property I.D. has relied upon that information in preparing this Report. Property I.D. has not conducted an independent investigation of the accuracy of the information provided by the Recipient. Property I.D. assumes no responsibility for the accuracy of information provided by the Recipient. Property I.D. shall be subrogated to all rights of any partying party against anyone including, but not limited to, another party who had actual knowledge of a matter and failed to disclose it to the Recipients in writing prior to the close of escrow.

Except as specifically described in the Report, Property I.D. makes no warranty or representation of any kind, express or implied, with respect to the Report. Property I.D. expressly disclaims and excludes any and all express and implied warranties, including, without limitation, warranties of merchantability or fitness for a particular purpose.

Property I.D. shall have no responsibility, or liability, for any lost profits, consequential damages, special damages, indirect damages, or incidental damages allegedly suffered as a result of the use of, or reliance on, the Report.

The Report shall be governed by, and construed in accordance with, the laws of the State of California.

This Report constitutes the entire, integrated agreement between Property I.D. and Recipients, and supersedes and replaces all prior statements, representations, negotiations, and agreements.

If any provision of the Terms and Conditions in this Report is determined to be invalid or unenforceable for any reason, then such provision shall be treated as severed from the remainder of the Terms and Conditions, and shall not affect the validity and enforceability of all of the other provisions of the Terms and Conditions. Any dispute, controversy, or claim arising out of, or relating in any way, to the Report, shall be resolved by arbitration in Los Angeles, California, in accordance with the arbitration rules of the Judicial Arbitration and Mediation Service ("JAMS"). The prevailing party in the arbitration shall be entitled to its attorneys' fees and costs, including, without limitation, the fees of the arbitrator.
RESOLUTION OF INTENTION TO PURCHASE REAL PROPERTY

WHEREAS, Government Code Section 25350 requires the Board of Supervisors to provide notice of its intention to purchase real property in excess of $50,000; and

WHEREAS, the Board of Supervisors has determined that it is in the public interest to purchase the real property located at 5300 Highway 49N, Mariposa, California, and identified as Assessor’s Parcel Number 013-010-0350 (the “Property”), for the reason that the Property is suitable for the Mariposa County Health and Human Services Agency to utilize as a health clinic and county office; and

WHEREAS, the owners of the property, Robert and Carolyn Rose, desire to sell the Property to the County for the price of Six Hundred Seventy-Five Thousand Dollars; and

WHEREAS, the purchase is contingent upon securing financing and Board approval.

NOW THEREFORE, BE IT RESOLVED that the Mariposa County Board of Supervisors hereby gives notice of its intention to enter into a Commercial Property Purchase Agreement (“Agreement”) to purchase the Property upon the terms and conditions set forth in the Agreement, a copy of which is available for inspection at the office of the Clerk of the Board located at 5100 Bullion Street, Mariposa, California.

BE IT FURTHER RESOLVED that a public meeting shall be scheduled on Tuesday, May 21, 2019, at 9:00 AM or as soon thereafter as the matter may be heard in the Board of Supervisors meeting room located at 5100 Bullion Street, Mariposa, California, for the Board of Supervisors to consider entering into the Agreement.

BE IT FURTHER RESOLVED that, pursuant to Government Code sections 25350 and 6063, this Notice of Intention shall be published in a newspaper of general circulation in the County of Mariposa once a week for three successive weeks prior to the time the Board of Supervisors meets to consider entering into the Agreement.

PASSED AND ADOPTED the 23rd day of April 2019.

4/25, 5/2/19/2019.3C

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

[Signature] (Nicole W. Little, Publisher)

Date: 5/9/2019