

## RESOLUTION 97-7

### RESOLUTION OF THE SUNNYSLOPE COUNTY WATER DISTRICT AUTHORIZING THE ACQUISITION OF PROPERTY

WHEREAS, the Sunnyslope County Water District ("District") finds as follows:

A. District's Statutory Authority. District has the power under the California Water Code to do all acts necessary to carry out fully the provisions of the County Water District Law sufficient water in the District for any present or future beneficial use (section 31001) and to acquire and use any property necessary to carry out the business of the District (sections 31040 and 31041).

B. Acquisition of Necessary Property. The property located at 3570 Airline Highway, Hollister, San Benito County, California ("the Property") is necessary to carry out the business of the District. The property will provide a possible, alternative site for District's headquarters and corporation yard. The property has only recently been offered for sale, and the District's failure to acquire the property would deprive the District of a favorable alternative site for District's office and corporation yard. Acquisition of the Property will allow District to include the Property in District's planning for the location of such District facilities.

C. Terms of Purchase Negotiated. District has negotiated through a licensed agent for purchase of the Property, and District finds it to be in District's best interest to purchase the Property on the terms and conditions set forth in that certain Residential Purchase Agreement and Receipt for Deposit dated 10-22-97, and Counter-Offers Nos. 1 through 3, inclusive (collectively, "the Agreement"). The District further finds that the Agreement was approved as to form by legal counsel for District.

D. Finances. District has funds available to purchase the Property. District may determine later to refinance part or all of the purchase price under the authority of Water Code section 31300.

E. Conditions. The Agreement provides for certain conditions precedent to the purchase in favor of District. The Agreement gives District 21 days from acceptance to remove the conditions. The District's General Manager, working with the District's Engineer, Legal Counsel, and Real Estate Agent, has determined and advised the Board that the conditions may be removed, and

that it is appropriate for the Board to make a final decision on acquiring the Property.

F. CEQA Exemption. Pursuant to section 15061(a) of the California Environmental Quality Act ("CEQA"), District conducted a preliminary review of the proposed action of purchasing the Property to preserve the Property as an alternative site for District's headquarters and corporation yard, in order to determine whether the action is exempt from CEQA. The District found that the action is not a "project" under CEQA, pursuant to California Public Resources Code section 21065 and CEQA Guidelines section 15378(a), and is therefore exempt from CEQA pursuant to section 15061(b)(1) of the CEQA Guidelines.

The District further found that even if the action were determined to be a "project" under CEQA, the action nevertheless qualifies for a categorical exemption from CEQA pursuant to sections 15301 and 15303 of the CEQA Guidelines, and is therefore exempt from CEQA pursuant to CEQA Guidelines sections 15061(b)(2) and 15378(b)(1).

The District has adopted Resolution 97-6 on November 13, 1997 authorizing the filing of a Notice of Exemption pursuant to CEQA for the District's purchase of the Property.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. District adopts the above findings.
2. The Board approves the Agreement, a true copy of which is attached as Exhibit "A" to this Resolution, and authorizes the District to acquire the Property.
3. The conditions precedent to performance of the Agreement in favor of District are hereby removed. The District shall purchase the Property on the terms and conditions of the Agreement, and to expend District funds for such purpose. The General Manager is authorized and directed to notify the Sellers through the District's Real Estate Agent that the conditions have been removed and that the District has made a final determination to purchase the Property.
4. The Board directs and authorizes the General Manager of Sunnyslope County Water District to execute such documents and take such actions as may be necessary to proceed with the purchase of the Property.

THE FOREGOING RESOLUTION was passed and adopted at a regular meeting of the Board of Directors of the Sunnyslope County Water District held on November 13, 1997 by the following vote:

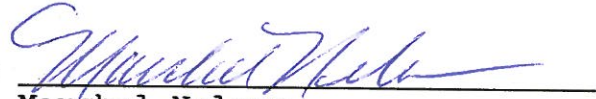
AYES: DIRECTORS: Nelson, Hailstone, R. Anderson, D. Anderson & Fitch

NOES: DIRECTORS: None

ABSENT: DIRECTORS: None

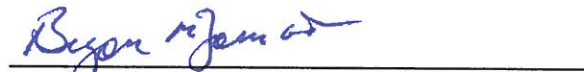
SUNNYSLOPE COUNTY WATER DISTRICT

By

  
Marchel Nelson,  
President

(S E A L)

ATTEST:

  
BRYAN M. YAMAOKA, Secretary





**RESIDENTIAL PURCHASE AGREEMENT  
(AND RECEIPT FOR DEPOSIT)**

For Use With Single Family Residential Property — Attached or Detached

Date: Oct. 21 1997, at Hollister, CA 95023, California,  
Received From SUNNYSLOPE COUNTY WATER DISTRICT ("Buyer"),  
A Deposit Of ONE THOUSAND AND NO/100 Dollars \$ 1,000., toward the  
Purchase Price Of TWO HUNDRED THIRTY FIVE THOUSAND Dollars \$ 235,000.,  
For Purchase Of Property Situated In HOLLISTER, County Of SAN BENITO,  
California, Described As 3570 AIRLINE HWY. AP# 020-033-005, ("Property").

1. **FINANCING:** Obtaining the loans below is a contingency of this Agreement. Buyer shall act diligently and in good faith to obtain the designated loans. Obtaining deposit, down payment and closing costs is not a contingency.
  - A. **BUYER'S DEPOSIT** shall be held uncashed until Acceptance and then deposited within 3 business days after Acceptance or  \_\_\_\_\_,  with Escrow Holder,  into Broker's trust account or  \_\_\_\_\_, by Personal Check  Cashier's Check  Cash or  \_\_\_\_\_ \$ 1,000.
  - B. **INCREASED DEPOSIT** shall be deposited with \_\_\_\_\_ within \_\_\_\_\_ Days After Acceptance, or  \_\_\_\_\_ \$ \_\_\_\_\_
  - C. **FIRST LOAN IN THE AMOUNT OF** \_\_\_\_\_ \$ 176,250.  
NEW First Deed of Trust in favor of LENDER, encumbering the Property, securing a note payable at maximum interest of 8 % fixed rate, or \_\_\_\_\_ % initial adjustable rate with a maximum interest rate cap of \_\_\_\_\_ %, balance due in 30 years. Buyer shall pay loan fees/points not to exceed 2 pts. If FHA/VA, Seller shall pay \_\_\_\_\_ % discount points, other fees not allowed to be paid by Buyer, not to exceed \$ \_\_\_\_\_, and the cost of lender required repairs not otherwise provided for in this Agreement, not to exceed \$ \_\_\_\_\_.
  - D. **ADDITIONAL FINANCING TERMS:** \_\_\_\_\_ \$ \_\_\_\_\_
  - E.  seller financing, (C.A.R. Form SFA-14);  junior or assumed financing, (C.A.R. Form PAA-14, paragraph 5)  
**BALANCE OF PURCHASE PRICE** (not including costs of obtaining loans and other closing costs) to be deposited .. \$ 57,750. with escrow holder within sufficient time to close escrow
  - F. **TOTAL PURCHASE PRICE** .. \$ 235,000.
  - G. **LOAN CONTINGENCY** shall remain in effect until the designated loans are funded ( or  \_\_\_\_\_ Days After Acceptance, by which time Buyer shall give Seller written notice of Buyer's election to cancel this Agreement if Buyer is unable to obtain the designated loans. If Buyer does not give Seller such notice, the contingency of obtaining the designated loans shall be removed by the method specified in paragraph 16B.)
  - H. **LOAN APPLICATIONS; PREQUALIFICATION:** For **NEW** financing, within 5 (or  \_\_\_\_\_) Days After Acceptance, Buyer shall provide Seller a letter from lender or mortgage loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified for the NEW loan indicated above. If Buyer fails to provide such letter within that time, Seller may cancel this Agreement in writing.
  - I.  **APPRAISAL CONTINGENCY:** (If checked) This Agreement is contingent upon Property appraising at no less than the specified total purchase price. The appraisal contingency shall remain in effect for the same period as specified for the Loan Contingency in paragraph 1G.
  - J. **ALL CASH OFFER:** If this is an all cash offer, Buyer shall, within 5 (or  \_\_\_\_\_) Days After Acceptance, provide Seller written verification of sufficient funds to close this transaction. Seller may cancel this Agreement in writing within 5 Days After: (1) time to provide verification expires, if Buyer fails to provide verification; or (2) receipt of verification, if Seller reasonably disapproves it.
2. **ESCROW:** Close Of Escrow shall occur 45 Days After Acceptance (or  on \_\_\_\_\_ (date)). Buyer and Seller shall deliver signed escrow instructions consistent with this Agreement  within \_\_\_\_\_ Days After Acceptance,  at least 5 Days before Close Of Escrow or  \_\_\_\_\_. Seller shall deliver possession and occupancy of the Property to Buyer at 9:00 AM/PM,  on the date of Close Of Escrow, or  no later than \_\_\_\_\_ Days After date of Close Of Escrow, or  \_\_\_\_\_. Property shall be vacant, unless otherwise agreed in writing. If transfer of title and possession do not occur at the same time, Buyer and Seller are advised to (a) consult with their insurance advisors, and (b) enter into a written occupancy agreement. Escrow instructions may include matters required to close this transaction which are not covered by this Agreement. The omission from escrow instructions of any provision in this Agreement shall not constitute a waiver of that provision.
3. **OCCUPANCY:** Buyer  does,  does not, intend to occupy Property as Buyer's primary residence.
4. **ALLOCATION OF COSTS:** (Check boxes which apply. If needed, insert additional instructions in blank lines.)

**TRANSFER FEES:**

- A.  Buyer  Seller shall pay County transfer tax or transfer fee. \_\_\_\_\_
- B.  Buyer  Seller shall pay City transfer tax or transfer fee. \_\_\_\_\_
- C.  Buyer  Seller shall pay Homeowners' Association transfer fee. \_\_\_\_\_

**TITLE AND ESCROW COSTS:**

- D.  Buyer  Seller shall pay for owner's title insurance policy, issued by CHICAGO TITLE company.
- E.  Buyer  Seller shall pay escrow fee. \_\_\_\_\_ Escrow holder shall be CHICAGO TITE.

**SEWER/SEPTIC/WELL COSTS:**

- F.  Buyer  Seller shall pay for sewer connection, if required by Law prior to Close Of Escrow.
- G.  Buyer  Seller shall pay to have septic or private sewage disposal system inspected. SELLER PAY FOR PUMPING
- H.  Buyer  Seller shall pay to have wells tested for water quality, potability, productivity, and recovery rate. \_\_\_\_\_

**OTHER COSTS:**

- I.  Buyer  Seller shall pay for zone disclosure reports, if any (paragraph 7). \_\_\_\_\_
- J.  Buyer  Seller shall pay for Smoke Detector installation and/or Water Heater bracing. \_\_\_\_\_  
Seller, prior to close of escrow, shall provide Buyer a written statement of compliance in accordance with state and local Law, unless exempt.
- K.  Buyer  Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards and inspections required as a condition of closing escrow under any Law. \_\_\_\_\_
- L.  Buyer  Seller shall pay the cost of a one-year home warranty plan, issued by BUYERS HOME WARRANTY with the following optional coverage: \_\_\_\_\_ Policy cost not to exceed \$ 250.

**PEST CONTROL REPORT:**

- M.  Buyer  Seller shall pay for the Pest Control Report ("Report"), which shall be prepared by DEANGELO PEST, a registered structural pest control company.
- N.  Buyer  Seller shall pay for work recommended to correct conditions described in the Report as "Section 1,".
- O.  Buyer  Seller shall pay for work recommended to correct conditions described in the Report as "Section 2," if requested by Buyer.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 6 Pages.

Buyer's Initials MM Seller's Initials BA

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY 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.

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Reviewed by Broker  
or Designee \_\_\_\_\_  
Date \_\_\_\_\_



BROKER'S COPY



5. PEST CONTROL TERMS:

- A. The Report shall cover the main building and attached structures and, if checked:  detached garages and carports,  detached decks,  the following other structures on the Property: \_\_\_\_\_.
- B. If Property is a unit in a condominium, planned development, or residential stock cooperative, the Report shall cover only the separate interest and any exclusive-use areas being transferred, and shall not cover common areas, unless otherwise agreed.
- C. If inspection of inaccessible areas is recommended in the Report, Buyer has the option, within 5 Days After receipt of the Report, either to accept and approve the Report by the method specified in paragraph 16B, or to request in writing that further inspection be made. If further inspection recommends "Section 1" and/or "Section 2" corrective work, such work, and the cost of inspection, entry, and closing of the inaccessible areas shall be paid for, respectively, by the party designated in paragraph 4N or 4O. If no infestation or infection is found in the inaccessible areas, the cost of the inspection, entry, and closing of those areas shall be paid for by Buyer.
- D. If no infestation or infection by wood destroying pests or organisms is found, the Report shall include a written Pest Control Certification. Certification shall be issued prior to Close Of Escrow unless otherwise agreed in writing.
- E. Inspections, corrective work and Pest Control Certification in this paragraph refers only to the presence or absence of wood destroying pests or organisms, and does not include the condition of roof coverings. Read paragraphs 9 and 12 concerning roof coverings.
- F. Nothing in paragraph 5 shall relieve Seller of the obligation to repair or replace shower pans and shower enclosures due to leaks, if required by paragraph 9B(3). Water test of shower pans on upper level units may not be performed unless the owners of property below the shower consent.

6. TRANSFER DISCLOSURE STATEMENT; SUBSEQUENT DISCLOSURES; MELLO-ROOS NOTICE:

- A. Within 5 (or  \_\_\_\_\_) Days After Acceptance, unless exempt, a Real Estate Transfer Disclosure Statement ("TDS") shall be completed and delivered to Buyer, who shall sign and return a copy of it to Seller.
- B. 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 (including those made in a TDS) of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure, in writing, covering those items **except for those conditions and material inaccuracies disclosed in reports obtained by Buyer.**
- C. Seller shall make a good faith effort to obtain a disclosure notice from any local agencies which levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act, and shall promptly deliver to Buyer any such notice made available by those agencies.
- D. If the TDS, the Mello-Roos disclosure notice, or a subsequent or amended disclosure is delivered to Buyer after the offer is signed, Buyer shall have the right to terminate this Agreement within **3 days** after delivery in person, or **5 days** after delivery by deposit in the mail, by giving written notice of termination to Seller or Seller's agent.

7. DISCLOSURES: Within the time specified in paragraph 16, Seller shall provide to Buyer the following disclosures and information, take the following actions, and disclose material facts pertaining to the following conditions. Buyer shall then, within the time specified in paragraph 16, investigate the disclosures and information, and provide written notice to Seller of any item disapproved.

- A. **PROPERTY DISCLOSURES:** Earthquake Fault Zones, Seismic Hazard Zones (when available), Special Flood Hazard Areas, State Fire Responsibility Areas, Earthquake Guides, Lead-Based Paint Disclosures, Environmental Hazards Booklet, and Energy Efficiency Booklet (when published), or any other federal, state, or locally designated zone for which disclosure is required by Law.
- B. **CONDOMINIUM/Common Interest Subdivision:** If Property is a unit in a condominium, planned development, or other common interest subdivision, Seller shall request from the Homeowners' Association ("HOA"), and upon receipt provide to Buyer, a statement indicating any current regular dues and assessments; known pending regular or special assessments, claims, or litigation and the location and number of parking and storage spaces; copies of covenants, conditions, and restrictions; articles of incorporation; "by-laws"; other governing documents; most current financial statement distributed; statement regarding limited enforceability of age restrictions, if applicable; current HOA statement showing any unpaid assessments; any other documents required by Law; and the most recent 12 months of HOA minutes for regular and special meetings, if available.
- C. **NOTICE OF VIOLATION:** If, prior to Close Of Escrow, Seller receives notice or is made aware of any notice filed or issued against the Property, of violations of city, county, state, or federal building, zoning, fire or health Laws, Seller shall immediately notify Buyer in writing. Buyer shall, within the time specified in paragraph 16, provide written notice to Seller of any items disapproved.

8. TITLE AND VESTING:

- A. Within the time specified in paragraph 16A, Buyer shall be provided a current preliminary (title) report (which is only an offer by the title insurer to issue a policy of title insurance, and may not contain every item affecting title). Buyer shall, within the time specified in paragraph 16, provide written notice to Seller of any items reasonably disapproved.
- B. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative, an assignment of stock certificate), including oil, mineral and water rights if currently owned by Seller. Title shall be subject to all encumbrances, easements, covenants, conditions, restrictions, rights, and other matters which are of record or disclosed to Buyer prior to Close Of Escrow, unless disapproved in writing by Buyer within the time specified in paragraph 16. However, title shall not be subject to any liens against the Property, except for those specified in the Agreement. Buyer shall receive an ALTA-R owner's title insurance policy, if reasonably available. If not, Buyer shall receive a standard coverage owner's policy (e.g. CLTA or ALTA with regional exceptions). Buyer shall pay for Lender's title insurance policy. Title shall vest as designated in Buyer's escrow instructions. The title company at Buyer's request, can provide information, about availability, desirability and cost of various title insurance coverages. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES.

9. NO WARRANTIES EXCEPT AS SPECIFIED:

- A. EXCEPT AS SPECIFIED BELOW, AND ELSEWHERE IN THIS AGREEMENT, Property is sold "AS IS", in its present physical condition.
- B. **(IF CHECKED) SELLER WARRANTS THAT AT THE TIME POSSESSION IS MADE AVAILABLE TO BUYER:**
  - (1) Roof shall be free of leaks KNOWN to Seller or DISCOVERED during escrow.
  - (2) Built-in appliances (including free-standing oven and range, if included in sale), heating, air conditioning, electrical, water, sewer and pool/spa systems, if any, shall be repaired, if KNOWN by Seller to be inoperative or DISCOVERED to be so during escrow. (Septic/Well systems are not covered in this paragraph. Read paragraphs 4G and H.)
  - (3) Plumbing systems, shower pans and shower enclosures shall be free of leaks KNOWN to Seller or DISCOVERED during escrow.
  - (4) All fire, safety, and structural defects in chimneys and fireplaces KNOWN to Seller or DISCOVERED during escrow shall be repaired.
  - (5) All broken or cracked glass, torn existing window and door screens, and broken seals between multi-pane windows shall be replaced.
  - (6) All debris and all personal property not included in the sale shall be removed.
  - (7) \_\_\_\_\_
- C. **PROPERTY MAINTENANCE:** Unless otherwise agreed, Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance.
- D. **PROPERTY IMPROVEMENTS** may not (a) be built according to codes or in compliance with Law, or (b) have had permits issued.
- E. **INSPECTIONS AND DISCLOSURES:** Items discovered in Buyer's Inspections which are not covered by paragraph 9B, shall be governed by the procedure in paragraphs 12 and 16. Buyer retains the right to disapprove the condition of the Property based upon items discovered in Buyer's Inspections. Disclosures in the TDS and items discovered in Buyer's Inspections do NOT eliminate Seller's obligations under paragraph 9B, unless specifically agreed in writing. **WHETHER OR NOT SELLER WARRANTS ANY ASPECT OF THE PROPERTY, SELLER IS OBLIGATED TO DISCLOSE KNOWN MATERIAL FACTS AND TO MAKE OTHER DISCLOSURES REQUIRED BY LAW.**

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 2 of 6 Pages.

Buyer's Initials (BA) Seller's Initials (JG)

OFFICE USE ONLY
Reviewed by Broker or Designee _____
Date _____





10. **FIXTURES:** All EXISTING fixtures and fittings that are attached to the Property, or for which special openings have been made, are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens and "AS IS," unless specifically warranted. Fixtures shall include, but are not limited to, existing electrical, lighting, plumbing and heating fixtures, fireplace inserts, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes and related equipment, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, water softeners (if owned by Seller), security systems/alarms (if owned by Seller), garage door openers/remote controls, attached fireplace equipment, mailbox, in-ground landscaping including trees/shrubs, and

**FIXTURES EXCLUDED:** \_\_\_\_\_

11. **PERSONAL PROPERTY:** The following items of personal property, free of liens and "AS IS," unless specifically warranted, are INCLUDED IN THE PURCHASE PRICE: \_\_\_\_\_

12. **BUYER'S INVESTIGATION OF PROPERTY CONDITION:** Buyer's Acceptance of the condition of the Property is a contingency of this Agreement, as specified in this paragraph and paragraph 16. Buyer shall have the right, at Buyer's expense, to conduct inspections, investigations, tests, surveys, and other studies ("Inspections"), including the right to inspect for lead-based paint and other lead hazards. No Inspections shall be made by any governmental building or zoning inspector or government employee without Seller's prior written consent, unless required by Law. Buyer shall, within the time specified in Paragraph 16, complete these Inspections and notify Seller in writing of any items reasonably disapproved. Seller shall make Property available for all Inspections. Buyer shall: keep Property free and clear of liens; indemnify and hold Seller harmless from all liability, claims, demands, damages and costs; and repair all damages arising from Inspections. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, worker's compensation, and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any 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 for work done on the Property at Buyer's direction. At Seller's request Buyer shall give Seller, at no cost, complete copies of all Inspection reports obtained by Buyer concerning the Property. Seller shall have water, gas, and electricity on for Buyer's Inspections, and through the date possession is made available to Buyer.

13. **FINAL WALK-THROUGH; VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property within 5 (or  \_\_\_\_\_) Days prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm that Repairs have been completed as agreed in writing, and that Seller has complied with Seller's other obligations.

14. **PRORATIONS AND PROPERTY TAXES:** Unless otherwise agreed in writing, real property taxes and assessments, interest, rents, HOA regular dues and regular assessments, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, payments on Mello-Roos and other Special Assessment District bonds and assessments which are now a lien, and payments on HOA bonds and special assessments which have been imposed prior to Close Of Escrow, shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow, except: \_\_\_\_\_ 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, shall be assumed by Buyer WITHOUT CREDIT toward the purchase price. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (1) For periods after Close Of Escrow, by Buyer; and, (2) For periods prior to Close Of Escrow, by Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.

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

A. This Agreement is NOT contingent upon the sale of Buyer's property, unless paragraph 15B is checked.

OR B.  (If checked) This Agreement IS CONTINGENT on the Close Of Escrow of Buyer's property, described as (address) \_\_\_\_\_ ("Buyer's Property"), which is (if checked)  listed for sale with \_\_\_\_\_ Company, and/or (if checked)  in Escrow No. \_\_\_\_\_ with \_\_\_\_\_ Escrow Holder, scheduled to Close Escrow on \_\_\_\_\_ (date). Buyer shall deliver to Seller, within 5 Days After Seller's request, a copy of the contract for the sale of Buyer's Property, escrow instructions, and all amendments and modifications thereto. If Buyer's Property does not close escrow by the date specified for Close Of Escrow in this paragraph, then either Seller or Buyer may cancel this Agreement in writing.

(Check ONLY 1 or 2; do NOT check both.) After Acceptance:

(1) Seller SHALL have the right to continue to offer the Property for sale. If Seller accepts another written offer, Seller shall give Buyer written notice to (a) remove this contingency in writing, (b) provide written verification of sufficient funds to close escrow on this sale without the sale of Buyer's Property, and (c) comply with the following additional requirement(s) \_\_\_\_\_

If Buyer fails to complete those actions within \_\_\_\_\_ hours or \_\_\_\_\_ Days After receipt of such notice, Seller may cancel this Agreement in writing.

(2) Seller shall not have the right to continue to offer the Property for sale, except for back-up offers.

16. **TIME PERIODS; INSPECTIONS; SATISFACTION/REMOVAL OF CONTINGENCIES; DISAPPROVAL/CANCELLATION RIGHTS:**

A. **TIME PERIODS:** The following time periods shall apply, unless changed by mutual written agreement:

(1) **SELLER HAS:** 5 (or  \_\_\_\_\_) Days After Acceptance (a) to deliver to Buyer all reports, disclosures, and information for which Seller is responsible under paragraphs 4G, 4H, 4M and 7A; and, (b) to request and 2 Days After receipt to provide to Buyer all reports, disclosures, and information for which Seller is responsible under paragraphs 7B and 8.

(2) **BUYER HAS:** (a) 10 (or  30) Days After Acceptance to complete all Inspections (including, if applicable, Inspections for wood destroying pests or organisms under paragraph 4M and lead-based paint and lead hazards under paragraph 12), investigations and review of reports and other applicable information, with an additional 7 Days to complete geologic Inspections. WITHIN THIS TIME, Buyer must either disapprove in writing any items which are unacceptable to Buyer or remove the contingency associated with such disapproval right, by the active or passive method, as specified below; (b) 5 (or  \_\_\_\_\_) Days After receipt of (i) each of the items in paragraph 16A(1); and (ii) notice of code and legal violations under paragraph 7C, to either disapprove in writing any items which are unacceptable to Buyer, or remove the contingency associated with such disapproval right by the active or passive method as specified below.

(3) **SELLER'S RESPONSE TO BUYER'S DISAPPROVALS:** Seller shall have 5 (or  \_\_\_\_\_) Days After receipt of Buyer's written notice of items reasonably disapproved to respond in writing. If Seller refuses or is unable to make repairs to, or correct, any items reasonably disapproved by Buyer, or if Seller does not respond within the time period specified, Buyer shall have 5 (or  \_\_\_\_\_) Days After receipt of Seller's response, or after the expiration of the time for Seller to respond, whichever occurs first, to cancel this Agreement in writing.

B. **ACTIVE OR PASSIVE REMOVAL OF BUYER'S CONTINGENCIES:**

(1)  **ACTIVE METHOD (APPLIES IF CHECKED):** If Buyer does not give Seller written notice of items reasonably disapproved, removal of contingencies, or cancellation, within the time periods specified, Seller shall have the right to cancel this Agreement by giving written notice to Buyer.

(2) **PASSIVE METHOD (Applies UNLESS Active Method is checked):** If Buyer does not give Seller written notice of items reasonably disapproved, or of removal of contingencies or cancellation within the time periods specified, Buyer shall be deemed to have removed the contingency associated with the disapproval right, or waived the contingency and the right to take those actions or to cancel.

C. **EFFECT OF CONTINGENCY REMOVAL:** If Buyer removes any contingency or cancellation right by the active or passive method, as applicable, Buyer shall conclusively be deemed to have: (1) Completed all Inspections, investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (2) Elected to proceed with the transaction; and, (3) Assumed all liability, responsibility, and expense for repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing if the contingency pertains to financing, except for items which Seller has agreed in writing to repair or correct.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 3 of 6 Pages.  
Buyer's Initials (initials) Seller's Initials (initials)

OFFICE USE ONLY  
Reviewed by Broker or Designee \_\_\_\_\_  
Date \_\_\_\_\_





- D. **CANCELLATION OF SALE/ESCROW; RETURN OF DEPOSITS:** If Buyer or Seller gives written NOTICE OF CANCELLATION pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to sign mutual instructions to cancel the sale and escrow and release deposits, less fees and costs, to the party entitled to the funds. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual, signed release instructions from both 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).**
- 17. **REPAIRS:** Repairs under this Agreement shall be completed prior to Close Of Escrow, unless otherwise agreed in writing. Work to be performed at Seller's expense may be performed by Seller or through others, provided that work complies with applicable laws, including governmental permit, inspection, and approval requirements. Repairs shall be performed in a skillful manner with materials of quality comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible.
- 18. **WITHHOLDING TAXES:** Seller and Buyer agree to execute and deliver any instrument, affidavit, statement, or instruction reasonably necessary to comply with state and federal withholding Laws, if required. (For example, C.A.R. FIRPTA and California compliance Forms AS-14 and AB-11.)
- 19. **KEYS:** At the time possession is made available to Buyer, Seller shall provide keys and/or means to operate all Property locks, mailboxes, security systems, alarms, and garage door openers. If the Property is a unit in a condominium or subdivision, Buyer may be required to pay a deposit to the HOA to obtain keys to accessible HOA facilities.
- 20. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase by reason of any default of Buyer, Seller shall retain, as liquidated damages for breach of contract, the deposit actually paid. However, if the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Buyer and Seller shall also sign a separate liquidated damages provision for any increased deposit. (C.A.R. Form RID-11 shall fulfill this requirement.)  
 Buyer's Initials MB Seller's Initials [Signature]

- 21. **DISPUTE RESOLUTION:**
  - A. **MEDIATION:** Buyer and Seller 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, subject to paragraphs 21C and D below. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
  - B. **ARBITRATION OF DISPUTES:** Buyer and Seller 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, subject to paragraphs 21C and D below. The arbitrator shall be a retired judge or justice, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

**"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 MB Seller's Initials [Signature]

- C. **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (a) 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; (b) An unlawful detainer action; (c) The filing or enforcement of a mechanic's lien; (d) Any matter which is within the jurisdiction of a probate, small claims, or bankruptcy court; and (e) An action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- D. **BROKERS:** Buyer and Seller agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the purchase and sale Agreement.
- 22. **DEFINITIONS:** As used in this Agreement:
  - A. **"Acceptance"** means the time the offer or final counter offer is accepted by the other party, in accordance with paragraph 30 of the Agreement or the terms of the final counter offer.
  - B. **"Agreement"** means the terms and conditions of this Residential Purchase Agreement and any counter offer.
  - C. **"Days"** means calendar days, unless otherwise required by Law.
  - D. **"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.
  - E. **"Close Of Escrow"** means the date the grant deed, or other evidence of transfer of title, is recorded.
  - F. **"Law"** means any law, code, statute, ordinance, regulation, or rule, which is adopted by a controlling city, county, state or federal legislative or judicial body or agency.
  - G. **"Repairs"** means any repairs, alterations, replacements, or modifications, (including pest control work) of the Property.
  - H. **"Pest Control Certification"** means a written statement made by a registered structural pest control company that on the date of inspection or re-inspection, the Property is "free" or is "now free" of "evidence of active infestation in the visible and accessible areas".
  - I. **Singular and Plural** terms each include the other, when appropriate.
- 23. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report the terms of this transaction to any MLS, to be published and disseminated to persons authorized to use the information on terms approved by the MLS.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 6 of 6 Pages.

Buyer's Initials MB Seller's Initials [Signature]

OFFICE USE ONLY	
Reviewed by Broker	_____
or Designee	_____
Date	_____





- 24. **QUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state, and local anti-discrimination Laws.
- 25. **ATTORNEY'S 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 attorney's fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 21A.
- 26. **SELECTION OF SERVICE PROVIDERS:** If Brokers give Buyer or Seller referrals to persons, vendors, or service or product providers ("Providers"), Brokers do not guarantee the performance of any of those Providers. Buyer and Seller may select ANY Providers of their own choosing.
- 27. **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. **This Agreement may not be extended, amended, modified, altered, or changed, except in writing signed by Buyer and Seller.**

28. **OTHER TERMS AND CONDITIONS, including ATTACHED SUPPLEMENTS:**  
 Buyer Inspection Advisory (C.A.R. Form BIA-14)  
 Purchase Agreement Addendum (C.A.R. Form PAA-14, paragraph number(s) \_\_\_\_\_)  
SALE SUBJECT TO THE APPROVAL BY BUYER'S ATTORNEY, LLOYD LOWREY, WITHIN 5 WORKING DAYS OF ACCEPTANCE HEREOF.

29. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:  
 Listing Agent: GABILAN PROPERTIES (Print Firm Name) is the agent of (check one):  
 the Seller exclusively; or  both the Buyer and Seller.  
 Selling Agent: BAUMBARTNER REALTY (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):  
 the Buyer exclusively; or  the Seller exclusively; or  both the Buyer and Seller.  
 Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

30. **OFFER:** This is an offer to purchase the Property on the above terms and conditions. All paragraphs with spaces for initials by Buyer and Seller are incorporated in this Agreement only if initialed by all parties. If at least one but not all parties initial, a counter offer is required until agreement is reached. Unless Acceptance of Offer is signed by Seller, and a signed copy delivered in person, by mail, or facsimile, and personally received by Buyer, or by DAVID BAUMBARTNER, who is authorized to receive it, by 10-23-97 (date), at 6:00 AM/PM, the offer shall be deemed revoked and the deposit shall be returned. Buyer has read and acknowledges receipt of a copy of the offer and agrees to the above 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 photocopy or facsimile, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Buyer and Seller acknowledge and agree that Brokers: (a) Do not decide what price Buyer should pay or Seller should accept; (b) Do not guarantee the condition of the Property; (c) Shall not be responsible for defects that are not known to Broker(s) and are not visually observable in reasonably accessible areas of the Property; (d) Do not guarantee the performance or Repairs of others who have provided services or products to Buyer or Seller; (e) Cannot identify Property boundary lines; (f) Cannot verify inspection reports or representations of others; (g) Cannot provide legal or tax advice; (h) Will not provide other advice or information that exceeds the knowledge, education and experience required to obtain a real estate license. Buyer and Seller agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

BUYER [Signature] President BUYER [Signature] Secretary

31. **BROKER COMPENSATION:** Seller agrees to pay compensation for services as follows:  
3% to GABILAN PROPERTIES, Broker, and  
3% to BAUMBARTNER REALTY, Broker,  
 payable: (a) On recordation of the deed or other evidence of title; or (b) If completion of sale is prevented by default of Seller, upon Seller's default; or, (c) If completion of sale is prevented by default of Buyer, only if and when Seller collects damages from Buyer, by suit or otherwise, and then in an amount equal to one-half of the damages recovered, but not to exceed the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any. Seller hereby irrevocably assigns to Brokers such compensation from Seller's proceeds, and irrevocably instructs Escrow Holder to disburse those funds to Brokers at close of escrow. Commission instructions can be amended or revoked only with the consent of Brokers. In any action, proceeding or arbitration relating to the payment of such compensation, the prevailing party shall be entitled to reasonable attorney's fees and costs, except as provided in paragraph 21A.

32. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of this Property or has the authority to execute this Agreement. Seller accepts the above offer, 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:  **SUBJECT TO ATTACHED COUNTER OFFER, DATED** 10-24-97

SELLER: [Signature] Trustee Date \_\_\_\_\_  
 SELLER: [Signature], TRUSTEE Date 10-24-97

**ACKNOWLEDGMENT OF RECEIPT:** Buyer or authorized agent acknowledges receipt of signed Acceptance on (date) \_\_\_\_\_, (Initials) \_\_\_\_\_ at \_\_\_\_\_ AM/PM.

Agency relationships are confirmed as above. Real Estate Brokers are not parties to the Agreement between Buyer and Seller. Receipt for deposit is acknowledged:

Real Estate Broker (Selling Firm Name) BAUMBARTNER REALTY By [Signature] Date 10-23-97  
 Address 470 TREES PINES RD. HOLLISTER Telephone 637-1148 Fax 638-0822

Agency relationships are confirmed as above. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

Real Estate Broker (Listing Firm Name) GABILAN PROPERTIES By [Signature] Date 10-23-97  
 Address 470 TREES PINES RD. HOLLISTER, CA 95023 Telephone 637-4252 Fax 657-4224



PURCHASE AGREEMENT ADDENDUM

MAY ALSO BE USED WITH COUNTER OFFER

This is an addendum to the  Residential Purchase Agreement,  Counter Offer, or  Other \_\_\_\_\_, ("Agreement"), dated 10-21-97.

On property known as 3570 AIRLINE HWY HOLLISTER, CA ("Property"), In which SUNNYSLOPE COUNTY WATER DISTRICT is referred to as Buyer, And DOHERTY is referred to as Seller.

1.  CANCELLATION OF PRIOR SALE; BACK-UP OFFER: (If checked) This Agreement is in back-up position number \_\_\_\_\_, 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 this 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 \_\_\_\_\_ (date), then either Buyer or Seller may cancel the Agreement in writing.

A. BUYER'S DEPOSIT CHECK SHALL BE held uncashed until copies of the written cancellations signed by all parties to the prior contracts are provided to Buyer, (OR if checked  immediately handled as provided in the Agreement).

B. TIME PERIODS in the Agreement for inspections, contingencies, covenants and other obligations, shall begin on the Day After Seller provides Buyer copies of signed cancellations of Prior Contracts, (OR, if checked,  all time periods shall begin as provided in this 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.

2.  SHORT PAY: (If checked) This Agreement is contingent upon Seller's receipt of written consent from all existing secured lenders and lienholders ("Short-Pay Lenders"), no later than 5:00 p.m. on \_\_\_\_\_ (date) ("Short-Pay Contingency Date"), to reduce their respective loan balances by an amount sufficient to permit the proceeds from the sale of the Property, without additional funds from Seller, to pay the existing balances on loans, real estate taxes, brokerage commissions, closing costs, and other monetary obligations the Agreement requires Seller to pay at Close Of Escrow (including, but not limited to, escrow charges, title charges, documentary transfer taxes, prorations, retrofit costs, and pest control inspection costs and repairs). If Seller fails to give Buyer written notice of all existing Short-Pay Lenders' consent by the Short-Pay Contingency Date, either Seller or Buyer may cancel the Agreement in writing. Seller shall reasonably cooperate with existing Lenders in the short pay-off process. Buyer and Seller understand that Lenders are not obligated to accept a short pay-off, and that Seller, Buyer and Broker(s) do not have any control over whether or not Short-Pay Lenders will accept a "short pay-off," or any act, omission, or decision by any Short-Pay Lender in the short pay-off process. Seller is informed that a short-pay may create credit or legal problems, or may result in taxable income to Seller. Seller is advised to seek advice from an attorney, certified public accountant, or other expert regarding such potential consequences.

3.  COURT CONFIRMATION: (If checked) This Agreement is contingent upon court confirmation on or before \_\_\_\_\_ (date). If court confirmation is not obtained by that date, Buyer may cancel this Agreement in writing. Court confirmation may be required in probate, conservatorship, guardianship, receivership, bankruptcy, or other proceedings. The court may allow open, competitive bidding, resulting in Property being sold to the highest bidder. Buyer is advised to be in court when the offer is considered for confirmation. Buyer understands that (a) Broker and others may continue to market the Property, and (b) Broker may represent other competitive bidders prior to and at the court confirmation.

4.  TENANT OCCUPIED PROPERTY: (This paragraph applies only if A or B is checked. Do not check both.)

A.  TENANT TO VACATE: Seller shall deliver Property vacant as of the date specified in the Agreement.

OR B.  TENANT TO REMAIN IN POSSESSION: Buyer shall take Property subject to the rights of existing tenants. Seller shall, within 5 (or  \_\_\_\_\_) Days After Acceptance, deliver to Buyer copies of all leases, rental agreements, outstanding notices sent to tenants, and current income and expense statements ("Rental Documents"). Buyer shall, within 5 (or  \_\_\_\_\_) Days After receipt of Rental Documents, provide written notice to Seller of any items reasonably disapproved, by the method specified in the Agreement. Seller shall make no changes in leases and tenancies, and shall enter into no new leases or rental agreements during the pendency of this transaction without Buyer's prior written consent. Seller shall transfer to Buyer, through escrow, all unused tenant deposits. No warranty is made concerning compliance with governmental restrictions, if any, limiting the amount of rent that can lawfully be charged, and/or the maximum number of persons who can lawfully occupy the Property, unless otherwise agreed in writing.

5.  JUNIOR OR ASSUMED FINANCING: (If checked) Obtaining the following loan or assumption is a contingency of this Agreement. Buyer shall act in good faith to obtain the designated financing.

A. Either:  NEW Second Deed of Trust in favor of LENDER; or  ASSUMPTION of Existing Deed of Trust; encumbering the Property, securing a note payable at maximum interest of \_\_\_\_\_% fixed rate, or \_\_\_\_\_% initial adjustable rate, with a maximum lifetime interest rate cap of \_\_\_\_\_%, balance due in \_\_\_\_\_ years. Buyer shall pay loan fees/points not to exceed \_\_\_\_\_.

B. This loan contingency shall remain in effect until the designated loan is funded or assumption of existing financing is approved by Lender and completed, (or  \_\_\_\_\_ Days After Acceptance, by which time Buyer shall give Seller written notice of Buyer's election to cancel this Agreement because of Buyer's inability to obtain the designated loan or assumption. If Buyer does not give Seller such notice, the contingency of obtaining the loan or assumption shall be removed by the method specified in the Agreement.)

C. For assumption, Seller shall, within 5 (or  \_\_\_\_\_) Days After Acceptance, request from Lender, and upon receipt provide to Buyer, copies of all applicable notes and deeds of trust, loan balances and current interest rates. Buyer shall, within 5 (or  \_\_\_\_\_) Days After receipt, provide written notice to Seller of any items reasonably disapproved by the method specified in the Agreement. Differences between estimated and actual loan balances shall be adjusted at close of escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing.

Date 10-21-97  
Buyer Buyer Mjoware  
Buyer \_\_\_\_\_

Date 10-24-97  
Seller [Signature]  
Seller TRUSTEE

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY 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.

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OFFICE USE ONLY Reviewed by Broker or Designee \_\_\_\_\_ Date \_\_\_\_\_



BROKER'S COPY





**DISCLOSURE REGARDING  
REAL ESTATE AGENCY RELATIONSHIPS**  
(As required by the Civil Code)  
CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.) STANDARD FORM

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

**SELLER'S AGENT**

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

To the Seller:

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

To the Buyer and the Seller:

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

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

**BUYER'S AGENT**

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

To the Buyer:

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

To the Buyer and the Seller:

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

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

**AGENT REPRESENTING BOTH SELLER & BUYER**

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

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

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

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

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

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.**

BUYER/SELLER: [Signature] Date 11-4-97 Time 8:00 AM/PM (M)

BUYER/SELLER: [Signature] Date 11-4-97 Time 8:00 AM/PM (M)

AGENT: BAUMGARTNER REALTY By [Signature] Date 10-21-97  
(Please Print) (Associate Licensee or Broker-Signature)  
**DAVID BAUMGARTNER**

This Disclosure form must be provided in a listing, sale, exchange, installment land contract, or lease over one year, if the transaction involves one-to-four dwelling residential property, including a mobile home, as follows:

- (a) From a Listing Agent to a Seller: Prior to entering into the listing.
- (b) From an Agent selling a property he/she has listed to a Buyer: Prior to the Buyer's execution of the offer.
- (c) From a Selling Agent to a Buyer: Prior to the Buyer's execution of the offer.
- (d) From a Selling Agent (in a cooperating real estate firm) to a Seller: Prior to presentation of the offer to the Seller.

It is not necessary or required to confirm an agency relationship using a separate Confirmation form if the agency confirmation portion of the Real Estate Purchase Contract is properly completed in full. However, it is still necessary to use this Disclosure form..

THIS STANDARDIZED DOCUMENT HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.) IN FORM ONLY. NO REPRESENTATION IS MADE AS TO THE APPROVAL OF THE FORM OF ANY SUPPLEMENTS NOT CURRENTLY PUBLISHED BY C.A.R. OR THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. IT SHOULD NOT BE USED WITH EXTENSIVE RIDERS OR ADDITIONS.

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REVISED 10/95

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Reviewed by Broker or Designee \_\_\_\_\_

Date \_\_\_\_\_







COUNTER OFFER No. 1

(For use by Seller or Buyer. May be used for Multiple Counter Offer.)
THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT - READ IT CAREFULLY.
CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.) STANDARD FORM

This is a counter offer to the: [X] Offer, [ ] Counter Offer, [ ] Other, dated 10-21-97, regarding (property address): 3570 AIRLINE HIGHWAY between SLANYSLOPE WATER DISTRICT, "Buyer," and DONALD & JANET DOHERTY, "Seller."

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. Paragraphs in the purchase contract (offer) which require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer.
B. Unless otherwise specified in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original offer.

C. SALES PRICE SHALL BE \$260,000.
D. PARA. 1, ITEM 1 SHALL BE DELETED FROM CONTRACT.
E. ESCROW SHALL CLOSE WITHIN 30 DAYS OF ACCEPTANCE.
F. BUYERS SHALL RELEASE ALL CONTINGENCIES WITHIN 14 DAYS OF ACCEPTANCE, INCREASE DEPOSIT TO 3%, SIGN FORM RID-11 AND INSTRUCT ESCROW TO RELEASE THE FULL DEPOSIT TO SELLERS IF THEY FAIL TO CLOSE ESCROW.
G. THE PROPERTY IS TO BE SOLD IN ITS PRESENT "AS IS" CONDITION WITHOUT WARRANTY OF ANY KIND.

- D. The following attached supplements are incorporated in this Counter Offer:
[ ] [ ] [ ] [ ]

- 2. [ ] (If Checked:) MULTIPLE COUNTER OFFER: Seller is making a Counter Offer(s) to another prospective buyer(s) on terms which may or may not be the same as in this Counter Offer.
3. RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to continue to offer the Property for sale or for other transaction, and to accept any other offer at any time prior to communication of acceptance, as described in paragraph 4.
4. EXPIRATION: Unless acceptance of this Counter Offer is signed by the person receiving it, and communication of acceptance is made by delivering a signed copy in person, by mail, or by facsimile which is personally received, to the person making this Counter Offer or to RON BROWN, by 5:00 PM on the third calendar day after this Counter Offer is written (or, if checked, [ ] date: 10-23-97, time 5 AM/PM), this Counter Offer shall be deemed revoked and the deposit shall be returned to Buyer.

As the person(s) making this Counter Offer on the terms above, receipt of a copy is acknowledged.

[Signature] Trustee Date: 10-21-97 Time: 5:00 AM/PM
[Signature] Trustee Date: 10-21-97 Time: 5:00 AM/PM

- 5. ACCEPTANCE: I/WE accept the above Counter Offer (If checked: [X] SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a copy.
[Signature] Date: 10-24-97 Time: 12:01 AM/PM
[X] Buyer Date: 10-24-97 Time: 12:01 AM/PM

- 6. ACKNOWLEDGMENT OF RECEIPT: Receipt of signed acceptance on (date) 10-24-97 at 5 AM/PM, by the maker of the Counter Offer, or other person designated in paragraph 4, is acknowledged. (A/B) (Initials)

7. MULTIPLE COUNTER OFFER SIGNATURE LINE: (Paragraph 7 applies only if paragraph 2 is checked.) By signing below, Seller accepts this Multiple Counter Offer, and creates a binding contract. (NOTE TO SELLER: Do NOT sign in this paragraph until after Buyer signs the acceptance in paragraph 5, and returns to Seller for re-signing.)
Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM
Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM

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COUNTER OFFER No. 2

(For use by Seller or Buyer. May be used for Multiple Counter Offer.) THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT - READ IT CAREFULLY. CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.) STANDARD FORM

This is a counter offer to the: [ ] Offer, [x] Counter Offer, [ ] Other, dated 10-23-97, regarding (property address): 3570 AIRLINE Hwy. HOLLISTER, CA between SUNNYVALE WATER DISTRICT, "Buyer," and DONALD STANET DOHERTY, "Seller."

1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:

- A. Paragraphs in the purchase contract (offer) which require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer.
B. Unless otherwise specified in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original offer.
C. - SALES PRICE TO BE \$ 245,000.

D. - ESCROW SHALL CLOSE WITHIN 45 DAYS OF ACCEPTANCE HEREOF.

E. - BUYERS SHALL RELEASE ALL CONTINGENCIES WITHIN 31 DAYS OF ACCEPTANCE HEREOF.

F. - THERE SHALL BE NO INCREASE OF DEPOSIT.

D. The following attached supplements are incorporated in this Counter Offer:

2. [ ] (If Checked:) MULTIPLE COUNTER OFFER: Seller is making a Counter Offer(s) to another prospective buyer(s) on terms which may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently re-signed by Seller in paragraph 7 below and returned to Buyer or Buyer's agent. Prior to the completion of all of these events, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property.

3. RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to continue to offer the Property for sale or for other transaction, and to accept any other offer at any time prior to communication of acceptance, as described in paragraph 4. Seller's acceptance of another offer prior to Buyer's acceptance and communication of acceptance of this Counter Offer shall revoke this Counter Offer.

4. EXPIRATION: Unless acceptance of this Counter Offer is signed by the person receiving it, and communication of acceptance is made by delivering a signed copy in person, by mail, or by facsimile which is personally received, to the person making this Counter Offer or to DAVID BAUNGAETER, by 5:00 PM on the third calendar day after this Counter Offer is written (or, if checked, [ ] date: \_\_\_\_\_, time \_\_\_\_\_ AM/PM), this Counter Offer shall be deemed revoked and the deposit shall be returned to Buyer. This Counter Offer may be executed in counterparts.

As the person(s) making this Counter Offer on the terms above, receipt of a copy is acknowledged.

[x] [Signature] Date: 10-24-97 Time: 12:02 AM/PM

[x] [Signature] Date: 10-24-97 Time: 12:02 AM/PM

5. ACCEPTANCE: I/WE accept the above Counter Offer (If checked: [x] SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a copy.

[x] [Signature] Date: 10-24-97 Time: 9:00 AM/PM

[x] [Signature] Date: 10-24-97 Time: 9:03 AM/PM

6. ACKNOWLEDGMENT OF RECEIPT: Receipt of signed acceptance on (date) \_\_\_\_\_, at \_\_\_\_\_ AM/PM, by the maker of the Counter Offer, or other person designated in paragraph 4, is acknowledged. (\_\_\_\_/\_\_\_\_) (Initials)

7. MULTIPLE COUNTER OFFER SIGNATURE LINE: (Paragraph 7 applies only if paragraph 2 is checked.) By signing below, Seller accepts this Multiple Counter Offer, and creates a binding contract. (NOTE TO SELLER: Do NOT sign in this paragraph until after Buyer signs the acceptance in paragraph 5, and returns to Seller for re-signing.)

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COUNTER OFFER No. 3

(For use by Seller or Buyer. May be used for Multiple Counter Offer.) THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT - READ IT CAREFULLY. CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.) STANDARD FORM

This is a counter offer to the:  Offer,  Counter Offer,  Other, dated 10-27-97

Property address: Sunnymede Water District Buyer and DONALD & JANET DOHERTY Seller

TERMS: The terms and conditions of the above referenced document are accepted subject to the following: Paragraphs in the purchase contract (offer) which require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer. Unless otherwise specified in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original offer.

SALES PRICE SHALL BE \$255,000
D. BUYERS SHALL INCREASE DEPOSIT TO \$5,000 AFTER 21 DAY FEASIBILITY PERIOD AND SIGN FORM RID-11.
E. CLOSE OF ESCROW SHALL BE 35 DAYS OR LESS FROM ACCEPTANCE OF OFFER.

The following attached supplements are incorporated in this Counter Offer:

(If checked:) MULTIPLE COUNTER OFFER: Seller is making a Counter Offer(s) to another prospective buyer(s) on terms which may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently re-signed by Seller in paragraph 7 below and returned to Buyer or Buyer's agent. Prior to the completion of all of these events, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property.

RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to continue to offer the Property for sale or for other transaction, and to accept any other offer at any time prior to communication of acceptance, as described in paragraph 4. Seller's acceptance of another offer prior to Buyer's acceptance and communication of acceptance of this Counter Offer shall revoke this Counter Offer.

EXPIRATION: Unless acceptance of this Counter Offer is signed by the person receiving it, and communication of acceptance is made by delivering signed copy in person, by mail, or by facsimile which is personally received, to the person making this Counter Offer or to written (or, if checked, ) date: 10-30-97 time 6 AM/PM this Counter Offer shall be deemed revoked and the deposit shall be returned to Buyer. This Counter Offer may be executed in counterparts.

As the person(s) making this Counter Offer on the terms above, receipt of a copy is acknowledged.
Signature: [Signature] Date: 10-27-97 Time: 1:30 AM/PM

ACCEPTANCE: I/WE accept the above Counter Offer (if checked:  SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a copy.

Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM
Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM

ACKNOWLEDGMENT OF RECEIPT: Receipt of signed acceptance on (date) \_\_\_\_\_ at \_\_\_\_\_ AM/PM, by the maker of the Counter Offer, or other person designated in paragraph 4, is acknowledged. (\_\_\_\_\_/\_\_\_\_\_) (Initials)

MULTIPLE COUNTER OFFER SIGNATURE LINE: (Paragraph 7 applies only if paragraph 2 is checked.) By signing below, Seller accepts this Multiple Counter Offer, and creates a binding contract. (NOTE TO SELLER: Do NOT sign in this paragraph until after Buyer signs the acceptance in paragraph 5, and returns to Seller for re-signing.)
Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM
Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM

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COUNTER OFFER No. 3

(For use by Seller or Buyer. May be used for Multiple Counter Offer.) THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT - READ IT CAREFULLY. CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.) STANDARD FORM

This is a counter offer to the:  Offer,  Counter Offer,  Other \_\_\_\_\_, dated 10-24-97, regarding (property address):

between Sunyslope Water District, "Buyer," and DONALD & JANET DOHERTY, "Seller."

1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:

A. Paragraphs in the purchase contract (offer) which require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer.

B. Unless otherwise specified in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original offer.

C. SALES PRICE SHALL BE \$ 255,000

D. BUYERS SHALL INCREASE DEPOSIT TO \$5,000 AFTER 21 DAY FEASIBILITY PERIOD AND SIGN FORM RID-11.

E. CLOSE OF ESCROW SHALL BE 35 DAYS OR LESS FROM ACCEPTANCE OF OFFER.

D. The following attached supplements are incorporated in this Counter Offer:

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

2.  (If Checked:) MULTIPLE COUNTER OFFER: Seller is making a Counter Offer(s) to another prospective buyer(s) on terms which may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently re-signed by Seller in paragraph 7 below and returned to Buyer or Buyer's agent. Prior to the completion of all of these events, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property.

3. RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to continue to offer the Property for sale or for other transaction, and to accept any other offer at any time prior to communication of acceptance, as described in paragraph 4. Seller's acceptance of another offer prior to Buyer's acceptance and communication of acceptance of this Counter Offer shall revoke this Counter Offer.

4. EXPIRATION: Unless acceptance of this Counter Offer is signed by the person receiving it, and communication of acceptance is made by delivering a signed copy in person, by mail, or by facsimile which is personally received, to the person making this Counter Offer or to Ron Brown, by 5:00 PM on the third calendar day after this Counter Offer is written (or, if checked,  date: 10-30-97, time 6 AM/PM) this Counter Offer shall be deemed revoked and the deposit shall be returned to Buyer. This Counter Offer may be executed in counterparts.

As the person(s) making this Counter Offer on the terms above, receipt of a copy is acknowledged.

X \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM

X \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM

5. ACCEPTANCE: I/WE accept the above Counter Offer (If checked:  SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a copy.

⊗ Byron H. Jones Date: 10-28-97 Time: 3:00 AM/PM

⊗ \_\_\_\_\_ Date: 10-28-97 Time: 3:00 AM/PM

6. ACKNOWLEDGMENT OF RECEIPT: Receipt of signed acceptance on (date) 10-28-97, at 3:45 AM/PM, by the maker of the Counter Offer, or other person designated in paragraph 4, is acknowledged. (HJB) (Initials)

7. MULTIPLE COUNTER OFFER SIGNATURE LINE: (Paragraph 7 applies only if paragraph 2 is checked.) By signing below, Seller accepts this Multiple Counter Offer, and creates a binding contract. (NOTE TO SELLER: Do NOT sign in this paragraph until after Buyer signs the acceptance in paragraph 5, and returns to Seller for re-signing.)

\_\_\_\_\_  
Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM

\_\_\_\_\_  
Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM

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