

**SANTA CRUZ COUNTY
BOARD OF SUPERVISORS INDEX SHEET**

Creation Date: 6/12/07

Source Code: PLANN

Agenda Date: 6/19/07

INVENUM: 59425

Resolution(s):

Ordinance(s):

Contract(s): 63588

Continue Date(s):

Index: --Letter of the Planning Department of June 7, 2007
--ADM29 Request for Approval of Agreement Contract No. 63588
--independent Contractor Agreement with Bay City Tow

Item: 34. AUTHORIZED the Planning Director to sign a contract with Bay City Tow, in the amount of \$28,830 for the abatement of a neglected property located at 1251 Eureka Canyon Road, Watsonville, and to take necessary actions to recover these costs from the property owner, as recommended by the Planning Director



COUNTY OF SANTA CRUZ

PLANNING DEPARTMENT

701 OCEAN STREET, 4TH FLOOR, SANTA CRUZ, CA 95060
 (831) 454-2580 FAX: (831) 454-2131 TDD: (831) 454-2123
 TOM BURNS, PLANNING DIRECTOR

June 7, 2007

APPROVED AND FILED

BOARD OF SUPERVISORS

AGENDA DATE: June 19, 2007

DATE: 6/19/07
 COUNTY OF SANTA CRUZ

Board of Supervisors
 County of Santa Cruz
 701 Ocean Street
 Santa Cruz, CA 95060

SERENA A. MAURELLO

MEMBER CLERK OF THE BOARD

BY [Signature] DEPUTY

**SUBJECT: ABATEMENT OF A PUBLIC NUISANCE AND NEGLECTED
 PROPERTY PER COURT ORDER CVC #143711**

Members of the Board:

As you may be aware, the code compliance program administered by the Planning Department includes efforts to clean up nuisance, or neglected properties. In the majority of cases, the owner of the subject property ultimately takes responsibility for conducting the clean up work. In the most extreme cases, however, when it becomes clear that a property owner has no intention to comply with our requests to reduce or eliminate accumulated junk and debris, we may move to abate the nuisance under the authority provided by the County Code.

The purpose of this letter is to request your approval for a contract to abate a public nuisance and neglected property. We are proposing to focus our efforts on removing vehicles and other items that either have been or could be used for habitation. While there will be residual material that remains on the site following this abatement, a complete clean up of this property would exceed our available financial resources. The proposed abatement would include the removal of seventeen vehicles and utility trailers and a combination of seven travel trailers and storage containers.

We requested bids from four vendors that have been pre-qualified by the Purchasing Department to conduct this sort of work. This bidding process resulted in the submission of one bid in the maximum amount of \$28,830.00. Sufficient funds are available for this work in the Hazardous Structures-Repair and Demolition Fund No. 72210. The successful bidder was Bay City Tow, a local firm.

This property in question is located on Eureka Canyon Road and has long-standing code violations as a neglected property and for the storage and occupation of travel trailers and storage containers converted for habitation. The property does not have any sanitary facilities or any legal dwellings and, as such, is considered an undeveloped parcel. It is evident that the owner cannot or will not clean up the property and continues to allow persons to live on the property.

Abatement of Neglected Property
Agenda Date: June 19, 2007
Page: 2

It should be noted that this property abuts Corralitos Creek, which is a water supply for Watsonville. The storage of these vehicles and trailers is uphill from the creek and presents a possible contamination hazard to this water supply. Corralitos Creek is listed as a habitat for endangered steel head and is listed under the Regional Water Quality Control Board as being impaired as a result fecal coliform bacteria.

The property owner, Scott McCann, appealed all Notices of Violation and Administrative Hearing Orders as well as the Superior Court Order. The California Court of Appeals heard the appeal and upheld the trial court's Order After Trial finding for the County. The court order of Honorable Judge Robert B. Yonts required the property owner to complete the property clean up by March 31, 2006 and further authorized the County to abate the nuisance if the property owner failed to comply within the specified deadline.

The owner failed to comply with the order by that deadline and discussions with the property owner since that time have not resulted in any significant clean-up of the parcel. The court order authorizes the County of Santa Cruz to assess the costs of the abatement on the property and/or as a personal obligation of the property owner and we intend to pursue full recovery of these costs, including placement of a special assessment lien against the property.

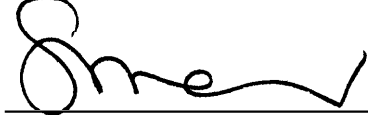
It is therefore RECOMMENDED that your Board authorize the Planning Director to sign a contract with Bay City Tow, in the amount of \$28,830 (Attachment 1), for the abatement of a neglected property located at 1251 Eureka Canyon Road, Watsonville, and to take necessary actions to recover these costs from the property owner.

Sincerely,



Tom Burns
Planning Director

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

Attachments: ADM-29 and contract

cc: Scott McCann

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Planning (Department)

BY: [Signature] (Signature) 6/11/07 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the County of Santa Cruz, Planning (Department/Agency)
and Bay City Tow, 62 Hangar Way, Suite B, Watsonville, CA 95076 (Name/Address)
2. The agreement will provide Abatement services for a neglected property at 1251 Eureka Canyon Road,
Watsonville, CA
3. Period of the agreement is from June 19, 2007 to September 15, 2007
4. Anticipated Cost is \$ 28,830.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed
- Remarks: _____
5. Detail: ☐ On continuing Agreements List for FY _____ . Page CC- _____ Contract No: _____ OR ☒ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement
6. Appropriations/Revenues are available and are budgeted in 135450 (Index) 3665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not will be

Contract No: 0063588

By: [Signature]
Auditor-Controller Deputy

Date: 6/11/2007

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Planning (Dept/Agency Head) to execute on behalf of the Planning

Date: 6/11/07

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller -
Auditor-Controller - Pink
Department - Gold

ADM - 29 (8/01)
Title I, Section 300 Proc Man

State of California
County of Santa Cruz

[Signature] ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 6/11/07 2007

By: [Signature]
Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO _____	\$ _____	_____	_____	_____	_____	_____
Document No.	JE Amount	Lines	H/TL	Keyed By	Date	
TC110 _____	\$ _____	_____	_____	_____	_____	_____
Auditor Description	Amount	Index	Sub object	User Code		

34

Contract No. 63588

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this date June 19, 2007, by and between the **COUNTY OF SANTA CRUZ**, hereinafter called COUNTY, and **Bay City Tow** hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: **See Attachment 1 for scope of work** for County of Santa Cruz Planning Department.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **Payment not to exceed \$28,830.00**, processed for payment in full after project completion, receipt of invoice, and approval of project manager. Payment will be based upon inventory of vehicles and trailers on site at start of abatement in comparison with the cost of vehicle/trailer removal per IFB#06T1-002. A Planning Department employee and a representative of Bay City Tow will conduct the inventory. A credit for any vehicle/trailer not on site or not removed will be applied to the contract amount.

3. TERM. The term of this contract shall be: **Date of Board approval through September 15, 2007.**

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at a minimum, all of the following insurance coverage(s). Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ____/____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here ~~____/____~~ *MTB* ____/____.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by the CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here ~~____/____~~ *MTB* ____/____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY *MTB* ____/____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:
 "This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

**Santa Cruz County
 Planning Department
 Attn: Fiscal Section
 701 Ocean Street, 4th Floor
 Santa Cruz, CA 95060**

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

**Santa Cruz County
 Planning Department
 Attn: Fiscal Section
 701 Ocean Street, 4th Floor
 Santa Cruz, CA 95060**

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of

goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. To be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.

10. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

12. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

13. ATTACHMENTS. This Agreement includes the following attachments:

Attachment 1

14. LIVING WAGE. This agreement is covered under Living Wage provisions if this section is initialed by COUNTY_____

This agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #14 above is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

"CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision."

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. Bay City Tow

By: _____

SIGNED

Debbie Ho

PRINTED

3. COUNTY OF SANTA CRUZ

By: _____

SIGNED

Tom Burns

PRINTED

Company Name: Bay City Tow

Address: 62 B Hanger Way
Watsonville, CA 95076

Telephone: 831-685-1313

Fax:

Email:

2. APPROVED AS TO INSURANCE:

Maryo R. A. 6-5-07
Risk Management

4. APPROVED AS TO FORM:

Shice
County Counsel

DISTRIBUTION:

- Planning Department
- Auditor-Controller
- Risk Management
- Contractor

ATT=CHAIR Jan BEAUTZ 1 of 1 PAGE

TO:FAX # (831) 454-3262

ATT: PLEASE MAKE 5 COPIES
OF THIS= ① COPY FOR ALL 5 BOARD
MEMBERS

FROM: SCOTT MCCANN CONCERNING
(34) ON CONCENT AGENDA

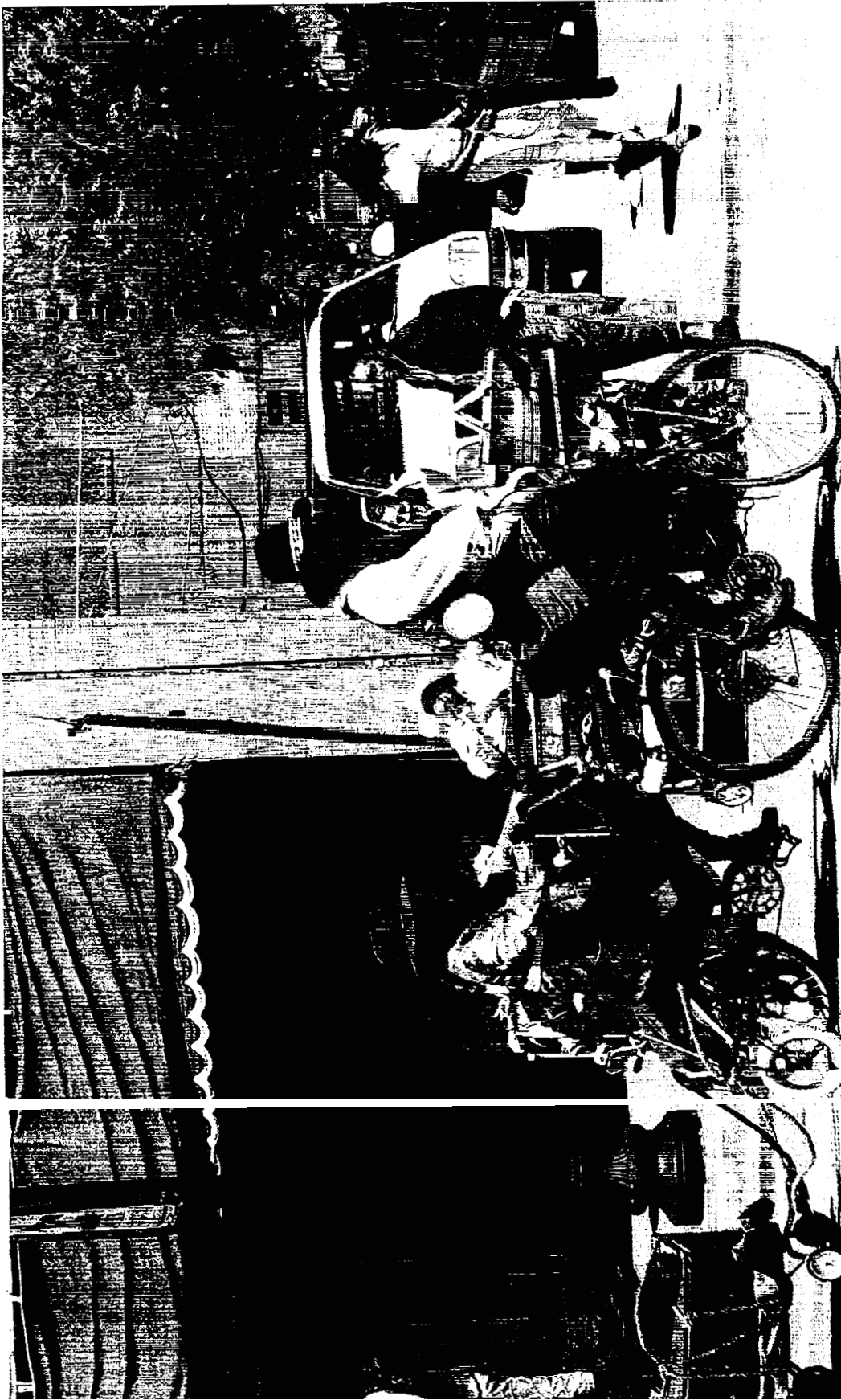
PROPERTY 1251 FERRERA CYN RD.

WHICH I HAD MADE GREAT PROGRESS
CLEANING UP WHILE TAKING 24 HR
CARE OF MY AILING 92 YEAR OLD
MOTHER APON HER PASSING I
HAVE SECURED A PROPERTY IN OKLA
TO TAKE MY THINGS FROM THIS
PROPERTY TO BEFORE ESCROW CLOSES
34



SCOTT & BERRY
2005

005♦1889^{res} DAY PARADE GUTHRIE, OKLAHOMA APRIL 23RD



THEME: TERRITORIAL MUSIC @ 91 YEARS YOUNG EVELYN E. M. GINN RODE 2 HOURS IN THE
PARADE WITH 24 HR CAREGIVER AND SON SCOTT W. MCGINN 2016 W. NOBLE AVE. GUTHRIE, (405) 282-1457



CALIFORNIA
ASSOCIATION
OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

(As required by the Civil Code)
(C.A.R. Form AD, Revised 4/06)

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

SELLER'S AGENT

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

To the Seller:

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

To the Buyer and the Seller:

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

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

BUYER'S AGENT

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

To the Buyer:

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

To the Buyer and the Seller:

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

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

AGENT REPRESENTING BOTH SELLER AND BUYER

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

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

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

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

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

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

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

☒ BUYER ☐ SELLER

Red Driscoll

Date May 15, 2007

Time 10

☒ AM ☐ PM

☐ BUYER ☐ SELLER

Date _____

Time _____

☐ AM ☐ PM

Agent David Lyng Real Estate
Real Estate Broker (Firm)

DRE Lic. # 00793982

By Sara Christiansen

(Salesperson or Broker-Associate)
Sara Christiansen

DRE Lic. # 01305605

Date May 15, 2007

THIS FORM SHALL BE PROVIDED AND ACKNOWLEDGED AS FOLLOWS (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer, the Listing Agent shall have one AD form signed by Seller and one signed by Buyer.
- When Buyer and Seller are represented by different brokerage companies, the Listing Agent shall have one AD form signed by Seller and the Buyer's Agent shall have one AD form signed by Buyer and one AD form signed by Seller.

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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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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



AD REVISED 4/06 (PAGE 1 OF 2)

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

Agent: David Lyng

Phone: (831) 476-0100

Fax: (831) 476-8368

Prepared using WINForms® software

Broker: David Lyng Real Estate 2170 41st Avenue, Capitola CA 95010

CIVIL CODE SECTION. 2079.13 THROUGH 2079.24 (2079.16 AP. ARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

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

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

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

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

(DO NOT COMPLETE, SAMPLE ONLY) _____ is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.
(Name of Listing Agent)

(DO NOT COMPLETE, SAMPLE ONLY) _____ is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or ☐ both the buyer and seller.
(Name of Selling Agent if not the same as the Listing Agent)

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

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

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

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

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

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

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

Buyer's Initials (JD) (_____)
Seller's Initials (X) (_____)

Reviewed by _____ Date _____





**CALIFORNIA
ASSOCIATION
OF REALTORS®**

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form VLPA, Revised 1/06)

Date May 15, 2007, at Watsonville, California.

B. THE REAL PROPERTY TO BE ACQUIRED is described as 1251 Eureka Canyon Road ("Buyer").

Assessor's Parcel No(s). 106-071-003

situated in Corralitas County of Santa Cruz, California, ("Property").

C. THE PURCHASE PRICE offered is Eighty - Five Thousand Dollars

D. CLOSE OF ESCROW shall occur on _____ (date) for 30 Days After Acceptance).

2. **FINANCE TERMS:** Obtaining the loans below is a contingency of this Agreement unless: (i) either 25 or 2 is checked below; or (ii) otherwise agreed in writing. Buyer shall act diligently and in good faith to obtain the designated loans. Obtaining deposit, down payment and closing costs is not a contingency. Buyer represents that funds will be good when deposited with Escrow Holder.

A. **INITIAL DEPOSIT:** Buyer has given a deposit in the amount of \$ 1,000.00 to the agent submitting the offer (or to ☐ _____), by Personal Check (or ☐ _____), made payable to _____, which shall be held uncashed until Acceptance and then deposited within 3 business days after Acceptance (or ☐ _____), with Escrow Holder, (or ☐ into Broker's trust account).

E. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of . . . \$ _____ within _____ Days After Acceptance, or ☐

C. FIRST LOAN IN THE AMOUNT OF8

☐ **NEW** First Deed of Trust in favor of ☐ lender. ☐ seller;
OR ☐ **ASSUMPTION** of Existing First Deed of Trust;

encumbering the Property, securing a note payable at maximum interest of, _____ % fixed rate, or
 _____ % initial adjustable rate with a maximum interest rate of, _____ % balance due in

_____ years, amortized over _____ years (OR, if checked, ☐ payable in interest-only installments). Payments due ☐ monthly, ☐ quarterly, ☐ semi-annually, ☐ annually.

D. ☐ ALL CASH OFFER (If checked): No loan is needed to purchase the Property. Buyer shall, within 7 (or

☐ _____) bays After Acceptance, provide Seller written verification of sufficient funds to close this transaction.

E. ADDITIONAL FINANCING TERMS: _____ \$ _____

F. **BALANCE OF PURCHASE PRICE:**
(not including costs of obtaining loans and other closing costs) in the amount of \$ 84,000
to be deposited with Escrow Holder within sufficient time to close escrow. 25.00

G. PURCHASE PRICE (TOTAL): \$ 85,000.

H. **LOAN APPLICATIONS:** Within 7 (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 or preapproved for any NEW loan specified above.

7 (or ☐) Days After Acceptance, provide Seller written verification of Buyer's down payment and closing costs.

J. **LOAN CONTINGENCY REMOVAL:** (i) Within 17 (or ☐ _____) Days After Acceptance Buyer shall, as specified in paragraph 78, remove the loan contingency or cancel this Agreement; OR (8) (☐ if checked), loan contingency shall remain in effect until the designated loans are funded.

K. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (OR, if checked, ☐ is NOT) contingent upon the Property appraising at no less than the specified purchase price. If there is a loan contingency, at the time the loan contingency is removed (or, if checked, ☐ within 17 (or ☐) days After Acceptance). Buyer shall, as specified in paragraph 18, remove the appraisal contingency or cancel this Agreement. If there is no loan contingency, Buyer shall, as specified in paragraph 18, remove the appraisal contingency within 17 (or ☐) days After Acceptance.

L. NO LOAN CONTINGENCY (If checked): Obtaining any loan in paragraphs 2C, 2E or elsewhere in this Agreement is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

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

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

Buyer's Initials (TV) ()
Seller's Initials X () ()

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VLPA REVISED 1/06 (PAGE 1 OF 8)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 1 OF 9)

Agent: David Lyng

Phone: (831) 476-0100

Fax: (831) 476-8366

Prepared using WINForms® software

Broker: David Lyng Real Estate 2170 41st Avenue, Capitola CA 95010



LEGAL MOUNTAIN APARTMENT

Property: 1251 Eureka Canyon RoadDate: May 15, 2007

- (2) **TERMS:** Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 2C shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or ☐) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.
- (3) **ADDED, DELETED OR SUBSTITUTED BUYERS:** The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.
- N. **ASSUMED OR "SUBJECT TO" FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 18, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 18B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.
3. **POSSESSION AND KEYS:** Possession and occupancy shall be delivered to Buyer at 1 ☐ AM ☒ PM, ☒ on the date of Close Of Escrow; ☐ on ; or ☐ no later than Days After Close Of Escrow. The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks.
4. **ALLOCATION OF COSTS (If checked):** Unless otherwise specified here, this paragraph only determines who is to pay for the report, inspection, test or service mentioned. If not specified here or elsewhere in this Agreement, the determination of who is to pay for any work recommended or identified by any such report, inspection, test or service is by the method specified in paragraph 18.
- A. **INSPECTIONS AND REPORTS:**
- (1) ☐ Buyer ☐ Seller shall pay to have existing septic or private sewage disposal system, if any, inspected
- (2) ☐ Buyer ☐ Seller shall pay for costs of testing to determine the suitability of soil for sewage disposal
- (3) ☐ Buyer ☐ Seller shall pay to have existing wells, if any, tested for water potability and productivity
- (4) ☐ Buyer ☐ Seller shall pay to have Property corners identified
- (5) ☐ Buyer ☐ Seller shall pay for a natural hazard zone disclosure report prepared by
- (6) ☐ Buyer ☐ Seller shall pay for the following inspection or report
- (7) ☐ Buyer ☐ Seller shall pay for the following inspection or report
- B. **ESCROW AND TITLE:**
- (1) ☒ Buyer ☒ Seller shall pay escrow fee Split 50/50
Escrow Holder shall be Old Republic Title
- (2) ☒ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 14 Split 50/50
Owner's title policy to be issued by Old Republic Title
(Buyer shall pay for any title insurance policy insuring Buyer's Lender, unless otherwise agreed in writing.)
- C. **OTHER COSTS:**
- (1) ☐ Buyer ☒ Seller shall pay County transfer tax or transfer fee
- (2) ☐ Buyer ☐ Seller shall pay City transfer tax or transfer fee
- (3) ☐ Buyer ☐ Seller shall pay HOA transfer fees
- (4) ☐ Buyer ☐ Seller shall pay HOA document preparation fees
- (5) ☐ Buyer ☐ Seller shall pay for
- (6) ☐ Buyer ☐ Seller shall pay for
5. **STATUTORY DISCLOSURES AND CANCELLATION RIGHTS:**
- A. **NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in paragraph 18, deliver to Buyer if required by Law: (i) earthquake guides (and questionnaire) and environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those Zones.
- B. **DATA BASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.mgganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

Buyer's Initials (TP) ()
Seller's Initials () ()Reviewed by Date 

Driscoll Purch

Property: 1251 Eureka Canyon RoadDate: May 15, 2007**6. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:**

- A. Within the time specified in paragraph 18, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
- (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
 - (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
 - (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
 - (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
 - (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.
 - (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
 - (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
 - (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
 - (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.
 - (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
 - (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
 - (12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
 - (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
 - (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
- B. **RENTAL AND SERVICE AGREEMENTS:** Within the time specified in paragraph 18, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.
- C. ☐ **TENANT ESTOPPEL CERTIFICATES:** (If checked) Within the time specified in paragraph 18, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.
- D. **MELLO-ROOS TAX: 1915 BOND ACT:** Within the time specified in paragraph 18, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.

7. CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:

- A. **SELLER HAS:** 7 (or ☐) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or located in a planned unit development or other common interest subdivision.
- B. If the Property is a condominium, or located in a planned unit development or other common interest subdivision, Seller has 3 for ☐) Days After Acceptance to request from the HOA (CAR Form HOA): (i) Copies of any documents required by law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; and (vi) the following if Seller has actual knowledge: (a) any material defects in the condition of common area (such as pools, tennis courts, walkways or other areas co-owned in undivided interest with other); and (b) possible lack of compliance with HOA requirements (collectively, "CI Disclosures"). Seller shall itemize and deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement, as specified in paragraph 18.
8. **SUBSEQUENT DISCLOSURES:** in the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.

9. CHANGES DURING ESCROW:

- A. Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 18: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
- B. At least 7 (or ☐) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes.

10. CONDITIONS AFFECTING PROPERTY:

- A. Unless otherwise agreed: (i) the Property is sold (a) in its **PRESENT** physical condition as of the date of Acceptance and (b) subject to Buyer investigation rights; and (ii) the Property is to be maintained in substantially the same condition as on the date of Acceptance.
- B. ☒ (If checked) All debris and personal property not included in the sale shall be removed by Close Of Escrow.
- C. **SELLER SHALL, within the time specified in paragraph 18, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS AFFECTING THE PROPERTY AND MAKE OTHER DISCLOSURES REQUIRED BY LAW.**
- D. **NOTE TO BUYER:** You are strongly advised to conduct investigations of the entire Property in order to determine its present condition since Seller may not be aware of all defects affecting the Property or other factors that you consider important. Property improvements may not be built according to code, in compliance with current law, or have had permits issued.
- E. **NOTE TO SELLER:** Buyer has the right to inspect the Property and, as specified in paragraph 18, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that you make repairs or take other action.

 Buyer's Initials (TV) ()
 Seller's Initials (X) ()

Reviewed by _____ Date _____



Property: 1251 Eureka Canyon RoadDate: May 15, 2007**11. ITEMS INCLUDED AND EXCLUDED:**

- A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 11B or C.
- B. ITEMS INCLUDED IN SALE:**
- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) The following items: _____
- (3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
- (4) All items included shall be transferred free of liens and without Seller warranty.
- C. ITEMS EXCLUDED FROM SALE:** _____

12. 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 18. Within the time specified in paragraph 18, Buyer shall have the right, at Buyer's expense, unless otherwise agreed, to conduct inspections, investigations, tests, surveys, and other studies ("Buyer Investigations"). Including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified below. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning Inspector, or government employee, unless required by Law.
- B.** Buyer shall complete Buyer Investigations and, as specified in paragraph 18, remove the contingency or cancel this Agreement. Buyer shall give Seller, at no cost, complete Copies of all Buyer Investigation reports obtained by Buyer. Seller shall make Property available for all Buyer Investigations. If the following have already been connected and available, 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.
- BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 12, UNLESS OTHERWISE AGREED IN WRITING.**
- C. SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may effect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATION ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- D. ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- E. UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.
- 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, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
- G. GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- H. NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- I. PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- J. NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

Buyer's Initials (TP) (_____)

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



Driscoll Purch

Property: 1251 Eureka Canyon RoadDate: May 15, 2007

- K. **COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, of other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- L. **SPECIAL TAX:** Any local agencies that levy a Special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- M. **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.
- N. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
13. **BUYER INDEMNITY AND SELLER PROTECTION FOR ENTRY UPON PROPERTY:** Buyer shall: (i) keep the Property free and clear of liens; (ii) Repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. 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.
14. **TITLE AND VESTING:**
- A. Within the time specified in paragraph 18, 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's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 18.
- 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: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 18, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (whether 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 owner's 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 pay any increase in cost.
15. **SALE OF BUYER'S PROPERTY:**
- A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.
- OR B. ☐ (If checked) The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.
16. ☐ **MANUFACTURED HOME PURCHASE** (If checked) The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer ☐ has ☐ has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 18, Buyer shall remove this contingency or cancel this Agreement, (OR, if checked, ☐ this contingency shall remain in effect until the Close Of Escrow of the Property).
17. ☐ **CONSTRUCTION LOAN FINANCING:** (If checked) The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan ☐ will ☐ will not be used to finance the Property. Within the time specified in paragraph 18, Buyer shall remove this contingency or cancel this Agreement (or, if checked, ☐ this contingency shall remain in effect until Close Of Escrow of the Property).
18. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph must be in writing (C.A.R. Form CR).
- A. **SELLER HAS:** 7 (or ☐) Days After Acceptance to deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraphs 2N, 4, 5A, 6, 7A, 10C and 14.
- B. (1) **BUYER HAS:** 17 (or ☒ 10) Days After Acceptance, unless otherwise agreed, in writing, to complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 5 and Insurability of Buyer and the Property).
- (2) Within the time specified in 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 Buyer's requests.
- (3) By the end of the time specified in 18B(1) (or 2J for loan contingency; 2K for appraisal contingency; 16 for manufactured home purchase; and 17 for constructive home financing, Buyer shall remove, in writing, the applicable contingency (C.A.R. Form CR) or cancel this Agreement. However, if the following inspections, reports or disclosures are not made within the time specified in 18A, then Buyer has 5 (or ☐) Days after receipt of any such items, or the time specified in 18B(1), whichever is later, to remove the applicable contingency or cancel this Agreement in writing: (i) government-mandated inspections or reports required as a condition of closing; (ii) Common Interest Disclosures pursuant to paragraph 7B; (iii) a subsequent or amended disclosure pursuant to paragraph 8; and (iv) Proposed Changes pursuant to paragraph 9.
- C. **CONTINUATION OF CONTINGENCY OR CONTRACTUAL OBLIGATION; SELLER RIGHT TO CANCEL:**
- ☒ **Seller right to Cancel:** Buyer Contingencies: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit if, by the time specified in this Agreement, Buyer does not remove in writing the applicable contingency or cancel this Agreement. Once all contingencies have been removed, failure of either Buyer or Seller to close escrow in time may be a breach of this Agreement.

Buyer's Initials (TD) ()Seller's Initials (X) ()Reviewed by Date 

Property: 1251 Eureka Canyon RoadDate: May 15, 2007

- (2) Continuation of Contingency: Even after the expiration of the time specified in 18B, Buyer retains the right to make requests to Seller, remove in writing the applicable contingency or cancel this Agreement until Seller cancels pursuant to 18C(1). Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement pursuant to 18C(1).
- (3) Seller right to Cancel: Buyer Contract Obligations: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (i) If Buyer fails to deposit funds required by 2A or 28; (ii) If the funds deposited pursuant to 2A or 28 are not good when deposited; (iii) If Buyer fails to provide a letter as required by 2H; (iv) if Buyer fails to provide verification as required by 2D or 2I or supporting documentation pursuant to 2M; or (v) if Seller reasonably disapproves of the verification provided by 2D or 2I or the credit report or supporting documentation pursuant to 2M. Seller is not required to give Buyer a Notice to Perform regarding Close Of Escrow.
- (4) Notice To Buyer To Perform: The Notice to Buyer to Perform (C.A.R. Form NBP) shall (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 24 (or) hours (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform may not be given any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an 18C(3) obligation.
- D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, 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 inability to obtain financing.
- E. 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 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 Buyer and Seller, judicial decision or arbitration award.
19. FINAL 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: (i) the Property is maintained pursuant to paragraph 10A; (ii) Repair have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement
20. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property. In applicable situations, for certain legislatively defined, environmentally hazardous substances: (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
21. 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.

Buyer's Initials TDSeller's Initials X

22. 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. Paragraphs 22B(2) and (3) below apply whether or not the Arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
5. ARBITRATION OF DISPUTES: (1) 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, including and subject to paragraphs 22B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional Law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. 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 III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.
- (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: 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; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. 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 waiver of the mediation and arbitration provisions.
- (3) BROKER'S: Buyer and Seller agree to mediate and arbitrate disputes or claims involving either or both Brokers, consistent with 22A and B, 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 Agreement.

Buyer's Initials (TD) ()
Seller's Initials (X) ()Reviewed by Date 

Property: 1251 Eureka Canyon RoadDate: May 15, 2007

"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

TD

Seller's Initials

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23. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. The 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. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
24. **WITHHOLDING TAXES:** Seller and Buyer agree to execute any instrument, affidavit, statement or instruction reasonably necessary to comply with federal (FIRPTA) and California withholding Law, if required (C.A.R. Forms AS and AB).
25. **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.
26. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination laws.
27. **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 attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
28. **SELECTION OF SERVICE PROVIDERS:** If Brokers refer Buyer or Seller to persons, vendors, or service or product providers ("Providers"), Brokers do not guarantee the performance of any Providers. Buyer and Seller may select ANY Providers of their own choosing.
29. **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. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
30. **OTHER TERMS AND CONDITIONS,** including attached supplements:

☐ Purchase Agreement Addendum (C.A.R. Form PAA paragraph numbers: _____)

1) Close of escrow to occur once Seller has removed all debris and personal property.

2) Property to be conveyed without any red-tags.

3) Buyer willing to pay up to \$5000 (Five Thousand Dollars) for both parcels (106-071-04 and 106-071-05) making total sale price for all three parcels \$90,000 (Ninety Thousand Dollars).

31. **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 that acceptance 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 the terms and conditions of this accepted Vacant Land Purchase Agreement and any accepted counter offers and addenda.
- C. "C.A.R. Form" means the specific form referenced, or another comparable form agreed to by the parties.
- D. "Close Of escrow" means the date the grant deed, or other evidence of transfer of title, is recorded. If the scheduled close of escrow falls on a Saturday, Sunday or legal holiday, then close of escrow shall be the next business day after the scheduled close of escrow date.
- E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- F. "Days" means calendar days, unless otherwise required by Law.
- 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.

Buyer's Initials

TD

Seller's Initials

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Reviewed by

Date



Property: 1251 Eureka Canyon RoadDate: May 15, 2007

1. "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 one to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
- J. "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.
- K. "Notice to Buyer to Perform" means a document (CAR Form NBP), which shall be in writing and signed by Seller and shall give Buyer at least 24 hours (or as otherwise specified in paragraph 18C(4)) to remove a contingency or perform as applicable.
- L. "Repairs" means any repairs, 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.
- N. Singular and Plural terms each include the other, when appropriate.
32. AGENCY
- A. **POTENTIALLY COMPETING BUYERS AND SELLERS:** Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer-broker agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.
- B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
- Listing Agent Century 21 Ladd Realty (Print Firm Name)
Is the agent of (check one): ☒ the Seller exclusively; or ☐ both the Buyer and Seller.
- Selling Agent David Lynn Real Estate (Print Firm Name)
(if not same as Listing Agent) is the agent of (check one): ☒ the Buyer exclusively; ☐ the Seller exclusively; or ☐ both the Buyer and Seller.
Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
33. **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: 1, 2, 4, 14, 15B, 16, 17, 18E, 23, 24, 29, 30, 31, 33, 35, 38A, 39 and paragraph D of the section titled Real Estate Brokers on page 9. If a Copy of the separate compensation agreement(s) provided for in paragraph 35 or 38A, or paragraph D of the section titled Real Estate Brokers on page 9 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 the Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional Instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
- B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business 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.
- C. Brokers are a party to the Escrow for the sole purpose of compensation pursuant to paragraphs 35, 38A and paragraph D of the section titled Real Estate Brokers on page 9. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraphs 35 and 38A, respectively, 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. Escrow Holder shall immediately notify 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.
- D. 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 2 business days after mutual execution of the amendment.
34. **SCOPE OF BROKER DUTY:** Buyer and Seller acknowledge and agree that: Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property; (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) shall not be responsible for identifying defects that are not known to Broker(s); (v) shall not be responsible for inspecting public records or permits concerning the title or use of the Property; (vi) shall not be responsible for identifying location of boundary lines or other items affecting title; (vii) shall not be responsible for verifying square footage, representations of others or information contained in inspection reports, MLS or PDS, advertisements, flyers or other promotional material, unless otherwise agreed in writing; (viii) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller in the course of this representation; and (ix) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
35. **BROKER COMPENSATION FROM BUYER:** If applicable, upon Close Of Escrow, Buyer agrees to pay compensation to Broker as specified in a separate written agreement between Buyer and Broker.
36. **TERMS AND CONDITIONS OF 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. 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 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 Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

Buyer's Initials (JD) (_____)
Seller's Initials (X) (_____)

Reviewed by _____ Date _____



who is authorized to receive it by 5:00 PM on the third Day after this offer is signed by Buyer (or, if checked, ☐ by _____
(date), at _____ ☐ AM ☐ PM.

Date May 15, 2007BUYER Ted DriscollBy Ted Driscoll

Print Name _____

Title _____

Address _____

Date _____

BUYER _____

By _____

Print Name _____

Title _____

Address _____

38. BROKER COMPENSATION FROM SELLER:

- A. Upon Close Of Escrow, Seller agrees to pay compensation to Broker as specified in a separate written agreement between Seller and Broker.
B. If escrow does not close, compensation is payable as specified in that separate written agreement.

39. 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, 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 _____

Date _____

SELLER ☒

By _____

Print Name _____

Title _____

Address _____

Date _____

SELLER _____

By _____

Print Name _____

Title _____

Address _____

(_____ / _____) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent
(Initials) on (date) _____ at _____ ☐ AM ☐ PM. A binding Agreement is created when
a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in
this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely
intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
B. Agency relationships are confirmed as stated in paragraph 32.
C. If specified in paragraph 2A, Agent who submitted offer for Buyer acknowledges receipt of deposit.
D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) The amount specified in the MLS or PDS, provided Cooperating Broker is a Participant of the MLS or PDS in which the Property is offered for sale or a reciprocal MLS or PDS, or ☐ (if checked) (ii) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker.

Real Estate Broker (Selling Firm) David Lynn Real EstateDRE Lic. # 00793982By Sara Christiansen DRE Lic. # 01305605Date May 15, 2007Address 55 Penny Lane, Ste 102City Watsonvillestate CAZip 95076Telephone (831) 763-6722Fax (831) 763-6741E-mail schristiansen@davidlynn.comReal Estate Broker (Listing Firm) Century 21 Ladd Realty

DRE Lic. # _____

By _____ DRE Lic. # _____

Date _____

Address _____ City _____

state _____

Zip _____

Telephone _____

Fax, _____

E-mail _____

ESCROWHOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____),
counter offer numbers _____ and _____

_____, and agrees to act as Escrow Holder subject to paragraph 33 of this Agreement, any
supplemental escrow instructions and the terms of Escrow Holder's general provisions.

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

Escrow Holder _____

Escrow # _____

By _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder is licensed by the California Department of ☐ Corporations, ☐ Insurance, ☐ Real Estate. License # _____

(_____ / _____) **REJECTION OF OFFER:** No counter offer is being made. This offer was reviewed and rejected by Seller on
(Sellers initials) (Date) _____

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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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



THE GUTHRIE NEWS LEADER

NE

Obituaries



**Evelyn Elizabeth
McCann**

*July 27, 1914 - Nov. 3,
2006*

Evelyn Elizabeth McCann, longtime Guthrie resident, died peacefully on November 3, 2006 near Freedom, California, after a long illness.

Mrs. McCann was born in Drumright, Oklahoma, July 27, 1914, the daughter of Elsie Luvina Miller (nee Kemp) and Everett Loren Miller, and sister of Buford, life-long Oklahoma resident, and Blanche. She graduated from Guthrie High School in 1932, attended Hill's Business College in Oklahoma City, and was employed in Guthrie by the Cooperative Publishing Company (1933-35) and then by the Masonic Children's Home, as Secretary to the Superintendent (1935-38).

She married George L. McCann of Wellington, Kansas on the last day of 1938 and lived in Tulsa, Kansas City (Mo.), Des Moines, Baltimore, and Rockford, Illinois before returning to Guthrie in 1975, where Mr. McCann died in 1990.

Throughout her life, Mrs. McCann gave selflessly to her

family and community. While in Guthrie, Mrs. McCann was very active in the First United Methodist Church. She served on the Red Cross Board, the Guthrie Job Corps Board the Logan County Youth and Shelter Board, and the Logan County Election Board, and was a docent at the Logan County Hospital. She also headed the local chapter of P.E.O. International, was a docent at the Territorial Museum, and was the Welcome Wagon Hostess for several years.

She is survived by four loving and devoted children, Karen Sue Neilson Weber (and husband Joseph Weber) of The Villages, Florida, Carol Lynn Baker of The Villages, Clifton E. McCann (and wife Marcia McCann) of Chevy Chase, Maryland, and Scott W. McCann of Freedom, California, and she was predeceased in 1976 by her first son, Brent L. McCann. She is also survived by four loving grandchildren, J. Christopher Neilson (and wife Tracy) of Baltimore, Timothy C. Neilson of Burlington, Vermont, and Gregory L. McCann and Jeanna L. McCann of Chevy Chase, and three great-grandchildren, Kelly, Ashley, and Brandon Neilson of Baltimore.

Services will be held at the First Methodist Church in Guthrie on Friday, November 10, at 11:00 a.m. and friends are invited to visit the family at Smith-Gallo Funeral Home from 6:00 to 8:00 p.m. on Thursday, November 9. Interment at Parkland Cemetery in Agra. Friends are

invited to make contributions to the Church in lieu of flowers.

Anna Bell Brown

*Sept. 23, 1918 - Nov. 6,
2006*

Anna Bell Brown, 88, of Guthrie, died on Monday, Nov. 6, 2006. She was born to Amos Martin and Alice (Ashcraft) Martin on Sept. 23, 1918. She was married on Sept. 28, 1933 to Lester Brown, and they raised four children, Dale, Eva Earline, Barbara, and Carl, in the Crescent area.

Anna Bell is survived by a sister, Melvina Henry of Cordell, a brother, Bill Martin of Okla. City, one son, Dale Brown of Carnegie, Okla., 14 grandchildren, and many great-and great-great grandchildren.

She was preceded in death by her parents and four siblings, daughters, Barbara Cox and Eva Brown, and son, Carl Brown.

Anna Bell received Jesus Christ as Lord and Savior many years ago and has anxiously awaited her promotion to Heaven. She requested no funeral or memorial service, and memorial contributions may be made to Hospice.

Earl Deter

Earl Deter, 82, of Guthrie died Nov. 8, 2006 at the Edmond Health Care Center. Services are pending with Community Funeral Home.

CONTRACT FOR SALE OF REAL ESTATE

This Contract is made and entered into this 24 day of May, 2007, by and between Mary Jaynelle Howard and Troy Howard, wife and husband; and Ronald Clay Walker, a single person, all of Stroud, Oklahoma, hereinafter called Sellers, and Scott W. McCann, of Guthrie, Oklahoma, hereinafter called Buyer, WITNESS.

Whereas, Sellers are the owners of the following described real property in Lincoln County, Oklahoma, to-wit:

A tract of land described as beginning 250 feet East of the Northwest Corner of the Northeast Quarter (NE/4), of Section Twenty-seven (27), Township Sixteen North (T16N), Range Five East (R5E) of the Indian Meridian, Lincoln County, Oklahoma; thence East 150 feet; thence South 450 feet; thence West 150 feet; thence North 450 feet to the point of beginning, LESS AND EXCEPT all oil, gas, and other minerals, and being subject to any Easements and Rights of Way of record.

And, whereas, the Sellers desire to sell and the Buyer desires to buy the above described property, and the parties desire to set forth herein the terms and conditions of said purchase and sale.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. Sellers do hereby sell and Buyer does hereby buy the above described property for the sum of \$22,000.00, payable at the times and manner hereinafter set forth

2. Buyer does hereby place in escrow the sum of \$none, and Sellers will provide a good and sufficient Warranty Deed covering said property at time of Closing.

3. Sellers provide no Abstracting under this sale and purchase. There is on deposit with Danny R. Beltz Law Office a base Abstract and supplemental Abstract which cover said property thru April 4, 2005. That this Abstract was the subject of an earlier transaction which fell through when the prior owner died. That there is owed against said Abstracts the sum of \$705.00. On receipt of \$705.00 from Buyer payable to Abstract and Guaranty Company, said base and supplemental Abstracts can be used for Buyer's title examination, and shall become the property of the Buyer at the time of Closing, and Buyer shall have the right to have title examined and submit written title opinion to Sellers within ³⁰reasonable days, showing any title requirements. Upon approval of the title as being marketable, the Buyer and Sellers will schedule a Closing date, at which time Buyer will pay the the sum of \$22,000.00 and all expenses attributable to Sellers and Buyer under this sale and purchase, and Sellers shall bear no expenses under this sale and purchase. The parties desire to close within 30 days of the Contract date where possible.

If the Buyer fails to complete the purchase of this property as specified herein, he shall be liable for the payment of the Buyer's and Sellers' legal and abstracting expenses to date of notice given of his default, as agreed liquidated damages for Buyer's breach of this Contract.

mgw
TEH
RW
SJM

mgw
TEH
RW
SJM

Page 2

(Contract for Sale of Real Estate, cont.)

Neither party shall be entitled to sue for specific performance of the Contract, but upon the breach of the other party to the Contract, shall be entitled only to the amount hereinabove set forth as agreed liquidated damages.

4. The parties further mutually agree that proper Documentary Stamps shall be placed on the deed in the sum of \$33.00.

5. It is further agreed by and between the parties hereto that all unpaid back taxes and the property taxes for the current year of 2007 will be paid by Buyer.

6. The parties further mutually agree that the improvements located on said property are minimal, and are such that any change or loss would not affect the purchase price under this sale and purchase.

7. That Sellers are selling said property "as is" with no warranties or representations of condition, and that Buyer is accepting said premises "as is".

9. There is no personal property remaining as a part of this sale/purchase.

10. The parties mutually agree that the Sellers are to bear no expenses under this sale and purchase.

That the Buyer will pay for all normal expenses generally attributed to a Buyer and Seller, including but not limited to Contract expense, ^{se, any abstracting, title examination, title} insurance (if requested or required), mortgage fees-taxes-certification and filing, loan origination fees, deed preparation and filing, any inspections such as termite, structural engineer, etc. that Buyer or a Lender may require, any surveys initiated by Buyer, and Closing Costs charged by Closing Agent, along with any loan related fees and expenses, under this proposed sale and purchase. 7C #
B w
mqk
Stew

This Agreement shall be binding upon the heirs, personal representatives, executors, administrators, and assigns of the parties hereto.

SELLERS:

X Mary Jaynelle Howard
MARY JAYNELLE HOWARD, SELLER
SS#:

Address: 506 Ford Ave
Stroud, OK
Tel: 918-987-0388

X Troy Howard
TROY HOWARD, SELLER

X Ronald Clay Walker
RONALD CLAY WALKER, SELLER
SS# [REDACTED]
Address: Stroud OK

(Contract for Sale, cont.)

Page 3

BUYER:

X 

SCOTT W. MCCANN, BUYER

SS#: 

Address: 2016 W. Noble Ave.

Guthrie, OK 73044

Tel: 405 282-1457

LENDER:

Contact Person: _____

Address: _____

Tel: _____

CONTRACT PREPARATION:

Danny R. Beltz Law Office

P. O. Box 385

503 W. 4th St.

Stroud, OK 74079

918 968-3232 (Tel)

918 968-4146 (Fax)

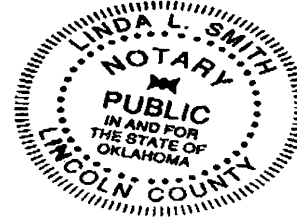
Subscribed and sworn to before me this

20th Day of May, 2007

11/21/10  #02019471

My Commission Expires

Notary Public



Direct: 202-344-8162
Switchboard: 202-344-4000
Toll-free: 888-836-2253
Fax: 202-344-8300
cemccann@venable.com

Home:
5508 Grove Street
Chevy Chase, MD 20815
301-986-8684

Also, I've talked with Scott and suggested that he be available by cell phone all day today to answer any questions you may have. He assured me that he would be available, and asked me to give you his cell phone number, which is 405-371-0755.

Sincerely,

Clifton E. McCann

6/19/2007

34

CBD BOSMAIL

From: CBD BOSMAIL
Sent: Monday, June 18, 2007 5:03 PM
To: CBD BOSMAIL
Subject: Agenda Comments

Meeting Date : 6/19/2007

Item Number : 34

Name : Scott Mc Cann

Email : Lockhartartists@aol.com

Address : 1251 Eureka Canyon Road

Phone : 405-282-1457

Comments :

I just wanted to let you know that I have removed lots and lots of items from the property. I have provide receipts so the county and have received an offer from a buyer to purchase the property and close escrow within the next 30 days. Please allow me to clean up the property the rest of the way by myself as the property is of little value as it is. If you could give me an additional 45 days to clean it up. You will save the county \$30,000 and there time. Please review the offer from the buyer that I have included as an attachment. Oh (no place to put the attachment?) I can fax you a copy in the morning so that you know I am serious about cleaning up the property and you can stop the abatement process and save the county the \$30,000 that is unnecessary.

Sincerely,

Scott McCann

CBD BOSMAIL

From: CBD BOSMAIL
Sent: Tuesday, June 19, 2007 6:41 AM
To: CBD BOSMAIL
Subject: Agenda Comments

Meeting Date : 6/19/2007**Item Number :** 34**Name :** Clifton E. McCann**Email :** cemccann@venable.com**Address :** 5508 Grove Street
Chevy Chase, MD 20815**Phone :** 202-344-8162**Comments :**

June 19, 2007

Dear Members of the Board,

I am an older brother of Scott McCann, residing in the Washington, D.C. area. Scott called me yesterday to tell me that he had received notice of the Board's plan to authorize the removal of vehicles and personal property from the land at 1251 Eureka Canyon Road. I know that discussions about my brother's use of the land have been frustrating for Santa Cruz County personnel, just as they have been frustrating and distressing for Scott. But because I am confident that my brother is doing the very best he can to comply with the County's order to address the nuisance issues, I ask that you please give him a short and definite period of additional time to take care of the problem on his own.

I say that Scott is doing the best that he can for a number of reasons. First of all, since 2004, he was taking care of our mother, Evelyn E. McCann. Our mom's care progressively demanded more and more of Scott's time. My mother's mental ability began declining in 2000 due to Pick's Disease (similar to Alzheimer's) and mini-strokes, and from 2004 to 2006, her needs became progressively worse. She died on November 3, 2006, and during the better part of her last year, Scott fed her, dressed her, bathed her, and attended to all her other personal needs.

Second, the time Scott spent taking care of our mother was fully justified. Scott has never married, and as the youngest of five children, has had a very strong bond with his nuclear family. He had spent up to several months a year visiting our mom in the 1990s, and he had a strong, loving desire to care for her when she started to decline. After he took over her care in 2004, I was in frequent contact with Scott to satisfy myself that she was getting good care. I also retained an experienced social worker, Carol Ann Rudolph here in the Washington suburbs, to monitor the matter and give advice through regular conference calls. Carol Ann encouraged me, as trustee of my mom's living trust, and Scott to continue having our mother cared for by Scott, assuring us that, for someone with dementia, our mom's most important

6/19/2007

needs were the companionship of a loved one and a safe environment. I am confident that Scott gave that and much more to our mother, and that his work was necessary and important.

Third, my mom's death on November 3 in Watsonville was a traumatic blow for Scott. He had basically lived for her for the last two years of her life. He was in a deep state of depression and despair for several months thereafter. I have convinced Scott to see a licensed counselor, Paula Evans of Stillwater, OK, at my expense. He has seen Ms. Evans and has assured me that he will continue to receive counseling when he returns to California, not only to deal with his grief but also to help him plan and execute what he has to do to quickly complete the removal of the nuisance, and then get on with his life. In addition to time lost for psychological reasons since November, Scott has spent a good deal of time helping to take care of loose ends concerning my mother's belongings and matters relating to her death.

Fourth, despite all the above, Scott has also made significant progress toward complying with the County's demands. While in California with our mother, up until November 2006, he continued to move vehicles and material off the property. He has also diligently looked for and found property to which he will be able to move vehicles from the Eureka Canyon property. He has also searched for and found suitable auctioneers who can help him liquidate the personal property and vehicles he does not plan to move.

Fifth, as I read the notice of today's meeting, the main justification for the contract with the towing company is that it has "become clear that [Scott] has no intention to comply with our requests to reduce or eliminate accumulated junk and debris." For the foregoing reasons, I respectfully submit that this is not true in the case of my brother. In fact I believe Scott has carried the burden and obligation of the County's request with him 24 hours a day, and that it is of very great importance to him that he comply. Since early 2006 he has foregone doing other things he had deeply wanted to do, including returning to my mom's home in Oklahoma before she died and having healing visits with his family on the East Coast after she died, so as not to get too far behind schedule on his efforts to clean up the property (as he calls it "to restore the property to its original grandeur"). He knows that the County will be removing his personal property if he does not act immediately, and since his personal property is extremely important to him, he fully intends to complete his work in removing the nuisance with great dispatch.

Sixth, Scott is on the verge of flying to California to complete the work he has started. If you were to simply vote to authorize the disbursement but then postpone the action of towing/destroying the property for three months, my brother would be able to return and perform most if not all of what the County would otherwise have the towing company do. The County would have an opportunity to save most if not all of the funds it would otherwise pay to the towing company. A simple postponement of action of this nature would also be of enormous value to my brother and his remaining family, who deeply cares for him.

If I may be of further assistance in considering this matter, please do not hesitate to call me. I am an attorney in good standing in Washington, D.C., and can be contacted at:

Office:
Venable LLP
575 7th Street, N.W.
Washington, DC 20004

34
6/19/2007