

CITY COUNCIL / LRA BOARD

Mayor/Chair
Richard D. O'Brien
Vice Mayor/Chair (CM-D3) Cal Campbell
Council/Authority Members:
District 1 Luis Uribe
District 2 Rachel Hernandez
District 4 Darlene Barber-Martinez



CITY OF RIVERBANK

**Regular City Council and
Local Redevelopment Authority
Board Meetings**

Council Chambers, 6707 Third St., Suite B
Riverbank, CA 95367



AGENDA

TUESDAY, OCTOBER 25, 2022 – 6:00 P.M.

(THE AGENDA PACKET IS ONLINE AT [HTTP://WWW.RIVERBANK.ORG/AGENDACENTER](http://www.riverbank.org/agendacenter))

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 59453, SUBDIVISION (e) OF THE RALPH M. BROWN ACT (CALIFORNIA GC § 54950, ET SEQ.), THE FEDERAL AMERICANS WITH DISABILITIES. WHILE THIS MEETING WILL BE PHYSICALLY OPEN TO THE PUBLIC, GIVEN THE STATE OF EMERGENCY REGARDING THE THREAT OF COVID-19, MEMBERS OF THE PUBLIC MAY ALSO PARTICIPATE AND COMMENT VIA THE ZOOM VIRTUAL PLATFORM. REFER TO THE LAST PAGE OF THE AGENDA FOR PARTICIPATION INFORMATION.

1. CALL TO ORDER

2. FLAG SALUTE

3. INVOCATION

4. ROLL CALL

5. AGENDA CHANGES

6. CONFLICT OF INTEREST: Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.

7. PRESENTATIONS (Informational only)- No Presentations Scheduled

8. PUBLIC COMMENTS (No action can be taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a **maximum of 3 minutes (or as stated by the presiding Officer)** and time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon.

Refer to the last page of this agenda for the Public Comment Procedures via ZOOM.

9. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless requested by an individual Council/Authority Member or member of the public for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by motion of the City Council/LRA Board.

Item 9.1

Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

-
- Item 9.2** Approval of the October 11, 2022 City Council and Local Redevelopment Authority Board Minutes.
- Item 9.3** A **Resolution** Authorizing the City Manager to sign the Memorandum of Understanding with Stanislaus Regional 911
- Item 9.4** A **Resolution** Authorizing the Purchase of 6825 3rd Street (APN 132-010-014) and 6813 3rd Street (APN 132-010-062) for \$350,000 from the American Rescue Plan Act Fund 136
- Item 9.5** Adopt a **Resolution** to Award Bid for the Stanislaus & 7th Street Valley Gutter and Curb Ramp Project to Sinclair General Engineering Construction Inc. and Authorize Execution of Future Change Orders.
- Item 9.6** A **Resolution** to Approve the Employment Agreement between the City of Riverbank and Sue Fitzpatrick as Director of Parks and Recreation and Authorize the City Manager to Execute the Agreement

10. PUBLIC HEARINGS

There is no Public Hearing Notice required for item 10.1 Appeal Hearing.

- Item 10.1** **Appeal Hearing for a City Issued Code Violation of Building Section 153.033 (B) (3)- R-1 Fence Requirement-** It is recommended that the City Council consider the appeal request and any evidence presented by City Staff and the Appellant to determine and declare (by minute order) whether to uphold or reverse the Notice of Violation and related Administrative Citation issued by the City for violation of the Riverbank Municipal Code Section 153.033 (B) (3).

11. NEW BUSINESS

- Item 11.1** **A Resolution to Name the Diamond Bar East Park/Basin “Bruin Park”-** It is recommended that the City Council consider the Resolution to name the Diamond Bar East Park/Basin “Bruin Park”.
- Item 11.2** **A Resolution Approving the Official Name of the Riverbank Emergency Shelter Location, currently known as the Sierra House-** It is recommended that the City Council discuss options and select and/or provide feedback on the official name of the Riverbank Emergency Shelter, currently known as the Sierra House.

12. COMMENTS/REPORTS

A brief report on notable attendance of a meeting or conference or other notable topics of City business shall be made. The Brown Act does not allow for discussion or action of items by the City Council/LRA Board during this time.

- Item 12.1** Staff

Item 12.2 Council/Authority Member

Item 12.3 Mayor/Chair

13. CLOSED SESSION -No Items Scheduled.

The public will have a limit of **3 minutes** to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing to Closed Session.

14. ADJOURNMENT

- The next regular City Council meeting will be on November 8th, 2022 at 6:00 p.m.
- The second meeting of November 22, 2022 is Canceled.

AFFIDAVIT OF POSTING
I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted at the meeting location, on the North City Hall public exterior bulletin board, and the City's website 72 hours prior to the meeting in accordance to the California Ralph M. Brown Act. Posted this 20 th day of October, 2022. <i>/s/ Gabriela Hernandez, City Clerk</i>



ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, and the Governor's Executive Order N-29-20, the City will make every effort to make reasonable modifications or accommodations from individuals with disabilities. Contact the Administration Dept. at (209) 863-7122 or the City Clerk at cityclerk@riverbank.org at least (48) hours prior to the meeting to enable the City to make reasonable arrangements for accessibility.

NOTICE REGARDING NON-ENGLISH SPEAKERS

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Riverbank City Council/LRA Board shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.



TELECONFERENCE/VIRTUAL PLATFORM PUBLIC PARTICIPATION COMMENT PROCEDURES FOR CITY COUNCIL MEETING HELD IN CONFORMANCE WITH THE BROWN ACT

PUBLIC “LIVE” VIEWING

- Government Channels: Charter– 2 and AT&T U-VERSE – 99
- YouTube Live – is no longer available due to technical difficulties, which is being worked on.
- Via ZOOM Platform (See instructions below)

SUBMITTING PUBLIC COMMENTS FOR THE RECORD

Written comments must be received before 4:00 p.m. on the date of the meeting in order for them to be distributed to the Council prior to consideration of the matter. Written comments will not be read aloud at the meeting, but will be reported as received for the record. If you do not receive an acknowledgement of receipt within an hour of submission or by 5:00 pm, please call the City Clerk’s Office at (209) 863-7198 or the Administration Dept. at (209) 863-7122.

ACCEPTABLE METHODS OF SUBMITTING COMMENTS BEFORE THE 4:00 PM DEADLINE

- **Via Mail Service:** Mail comments to City of Riverbank, Attn. City Clerk, 6707 Third Street, Suite A, Riverbank, CA 95367. (Call 209-863-7198 / 209-863-7122 to ensure they were received.)
- **Via Email:** Mail to cityclerk@riverbank.org (*Note: This technology is not a guaranteed method.*)
 - Indicate Agenda Item # in the **subject line**. (Call 209-863-7198 /209-863-7122 to ensure receipt)
- **Oral Comments In-Person:** The Mayor will ask the audience if anyone wishes to comment, at that time you may approach the podium. (A Spanish language interpreter is available for assistance.)
- **Oral Comments Via Zoom:** The Mayor will announce when public comments may be made for a limit of 3 minutes on the agenda item being considered, at which time you will:
(please make sure the volume on your video device or any nearby device is turned down.)
 - Using a computer – click on the “raise hand” feature in the webinar controls. This will alert staff that you wish to speak, and you will be unmuted.
 - Using a Phone – press *9 to “raise the hand”. This will alert staff that you wish to speak, and you will be unmuted.

Teleconference Phone Number (This system is a backup for ZOOM technical difficulties only when providing oral comments.) If there are technical difficulties or disconnection with ZOOM while making oral comments, please immediately call the teleconference phone number (209) 863-7151 so that Council may receive your comments. Council will be waiting for your call. Thank you

JOIN THE MEETING VIA ZOOM PLATFORM

Join by this link: <https://us02web.zoom.us/j/83811085397>

- Join by accessing website: <https://zoom.us/join>, enter **Webinar ID: 838 1108 5397**
- Join by telephone: **1 669 900 9128 or 1 346 248 7799, plus Webinar ID: 838 1108 5397**

Learn about using ZOOM - Visit <https://zoom.us/j/94943925973?status=success> for a free account or to download the app.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.1

SECTION 9: CONSENT CALENDAR

Meeting Date:	October 25, 2022
Subject:	Waiver of Readings
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

It is recommended that the City Council / LRA Board approve the waiver of readings of any proposed ordinances and resolutions for consideration, except by title.

SUMMARY

In lieu of reading the entire text of a proposed ordinance or resolution that is introduced for consideration for adoption and approval, by majority vote, the City Council/LRA Board may waive the reading of the text and introduce the ordinance or resolution by title only for the record.

The full text of the proposed ordinances and resolutions, and any related documents that are part of the agenda packet, are available for review by the public on the City's website and in the City Clerk's office at City Hall (North) upon distribution to a majority of the City Council/LRA Board; typically 72 hours prior to the scheduled date and time of the meeting.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.2

SECTION 9: CONSENT CALENDAR

Meeting Date:	October 25, 2022
Subject:	Approval of the October 11, 2022 City Council and Local Redevelopment Authority Board Minutes
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

It is recommended that the City Council / LRA Board approve the City Council/ Local Redevelopment Authority Board approve the City Council/LRA Meeting Minutes of October 11, 2022, as presented.

SUMMARY

The Draft Minutes of the City Council and the Local Redevelopment Authority Board meetings have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

1. The October 11, 2022 City Council and Local Redevelopment Authority Board Minutes.

CITY COUNCIL / LRA BOARD

Mayor/Chair
Richard D. O'Brien
Vice Mayor/Chair (CM-D3) Cal Campbell
Council/Authority Members:
District 1 Luis Uribe
District 2 Rachel Hernandez
District 4 Darlene Barber-Martinez



CITY OF RIVERBANK

**Regular City Council and
Local Redevelopment Authority
Board Meetings**
Council Chambers, 6707 Third St., Suite B
Riverbank, CA 95367



MINUTES

TUESDAY, OCTOBER 11, 2022 – 6:00 P.M.

(THE AGENDA PACKET IS ONLINE AT [HTTP://WWW.RIVERBANK.ORG/AGENDACENTER](http://www.riverbank.org/agendacenter))

- 1. CALL TO ORDER** - Mayor / Chair Richard D. O'Brien called the meeting to order at 6:00 P.M.
- 2. FLAG SALUTE** - Mayor / Chair Richard D. O'Brien led the pledge of allegiance.
- 3. INVOCATION** – Reverend Randy Richardson provided the invocation.
- 4. ROLL CALL** – A Roll Call of councilmembers was done by the City Clerk.

Members of the City Council / Local Redevelopment Authority Board present in the Chamber:

Council Member / Authority Member District 1 Luis Uribe
Council Member / Authority Member District 2 Rachel Hernandez
Council Member / Authority Member District 4 Darlene Barber-Martinez
Vice Mayor / Vice Chair (CM-D03) Cal Campbell
Mayor / Chair Richard D. O'Brien

5. AGENDA CHANGES

No changes to the Agenda.

6. CONFLICT OF INTEREST: Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.

7. PRESENTATIONS (Informational only)

Item 7.1 **Walk & Roll to School Day Proclamation-** It is recommended that City council present a proclamation for Walk & Roll to School Day for October 12th to Armando Nunez, Program/Grant Manager for CASA del Rio Family Resource Center.

Mayor O'Brien presented the Walk & Roll to School Day Proclamation to Armando Nunez, Program/Grant Manager for CASA del Rio Family Resource Center.

Item 7.2 **Lights on After School Proclamation-** It is recommended that City Council present a proclamation for Lights on After School for October 21st to Armando Nunez, Program/Grant Manager for CASA del Rio Family Resource Center.

Mayor O'Brien presented the Lights on Afterschool Proclamation to Armando Nunez, Program/Grant Manager for CASA del Rio Family Resource Center, California Avenue Elementary Staff and students.

Item 7.3 **Code Enforcement Week Proclamation-** It is recommended that City Council present a proclamation for Code Enforcement Week to Michele Garcia, Senior Neighborhood Improvement Officer.

Mayor O'Brien presented the Code Enforcement Proclamation to Michele Garcia, Senior Neighborhood Improvement Officer and Pat McCulloch, Neighborhood Improvement Officer.

8. PUBLIC COMMENTS (No action can be taken)

*At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a **maximum of 3 minutes (or as stated by the presiding Officer)** and time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon.*

Mayor O'Brien Opened Public Comment at 6:20 p.m.

Bianca Lopez with Valley Improvement Projects, spoke to invite everyone to the event Air Quality Community Workshop on Monday October 17, 2022 at 5:30 p.m. at St. Frances of Rome Parish Hall, 2827 Topeka Street. Learn about local air quality and opportunities for reducing harmful pollutants in our most vulnerable communities.

Residents who spoke in opposition of the Riverwalk Project

*Betsy Walton, Riverbank Resident
Jamie Aggers, Riverbank Resident
Kathy Spinell, Modesto Resident
Barney Aggers, Riverbank Resident*

There being no further public comments, Mayor O'Brien closed the Public Comment period at 6:33 p.m.

9. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless requested by an individual Council/Authority Member or member of the public for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by motion of the City Council/LRA Board.

Item 9.1 Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

Item 9.2 Approval of the September 27, 2022 City Council and Local Redevelopment Authority Board Minutes.

Item 9.3 A **Resolution 2022-117** to Authorize funds to retro-fit one Zerillo Park Tennis Court to a Pickleball Court.

Item 9.4 **A Resolution 2022-118** Authorizing the property owner Sukhueun Khun to drill a potable water well located on the property at 6307 Snedigar Rd. Riverbank CA.

Mayor O'Brien Opened Public Comment at 6:34 p.m.

Mayor O'Brien Closed Public Comment at 6:35 p.m.

There being no public comments, Mayor O'Brien brought the item back to City Council.

ACTION: *By motion moved and seconded (Barber-Martinez/Campbell5/0) to approve the consent calendar as presented.*

Motion carried by unanimous City Council and LRA Board roll call vote:

AYES: Uribe, Hernandez, Campbell, Barber-Martinez, and Mayor O'Brien

NAYS: None / ABSENT: None / ABSTAINED: None

10. PUBLIC HEARINGS- No Hearings Scheduled.

11. NEW BUSINESS

Item 11.1 **A Resolution Authorizing an Amendment to the Master Subscription Agreement with Epic I/O, formerly known as IntelliSite LLC, to Upgrade the Camera Equipment and Software and Authorizing a Budget Amendment for the Increased Amount, and,**

A Resolution to Add Additional Site Locations within the City of Riverbank Security Camera and License Plate Reader (LPR) System and Authorizing a Budget Amendment for the Additional Costs.- It is recommended that the City Council consider approval of the attached resolutions authorizing the City Manager to execute an amendment to the Master Subscription Agreement with Epic I/O formerly known as IntelliSite LLC to refresh our current camera equipment and software, and to add additional locations within the City.

Police Chief Ridenour introduced Elpidio Compres, Sales Director with Epic I/O formerly known as IntelliSite, LLC., who presented a comprehensive staff report & Power Point Presentation to upgrade the camera equipment and Software, and additional site locations within the City of Riverbank to add Security Camera and License Plate Reader (LPR) System.

City Council discussed item with Staff.

Opened Public Comment at 7:04 p.m.

Closed Public Comment at 7:04 p.m.

There being no public comments, Mayor O'Brien brought the item back to the City Council.

ACTION: *By motion moved and seconded (Uribe/Campbell 5/0) to approve and authorize an amendment to the Master Subscription Agreement between Epic I/O, formerly known as IntelliSite LLC, Approving **Resolution 2022-119** to upgrade the Camera Equipment and Software and **Resolution 2022-120** to Add additional Site Locations within the City of Riverbank Security Camera and License Plate reader (LPR) System.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Campbell, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None*

12. COMMENTS/REPORTS

A brief report on notable attendance of a meeting or conference or other notable topics of City business shall be made. The Brown Act does not allow for discussion or action of items by the City Council/LRA Board during this time.

Item 12.1 Staff

City Manager Garcia advised the City Council and the public on the following:

- *Thank you to Sue, Parks & Rec Staff, and All City Staff that worked this weekend on the Cheese & Wine Festival, to make sure that everything ran as smoothly as possible.*
- *Thank you to Tammy Alcantor, in finance who made sure that everything was working properly in funds collected and other miscellaneous items.*
- *The Turf Replacement Program funds have been reserved for the maximum that was allotted by the Council, at this time any applications that are received will be placed on a waiting list in the event, that any of the approved applications fall through.*

Item 12.2 Council/Authority Member

Councilmember Hernandez reported on the following:

- *Posed a question on project Resolve, Chief mentioned there would be some feedback received from the high schools, would like to know who is conducting it?
➤ Chief stated, Kate Trumpeter, a consultant, is the coordinator for project Resolve, she would be on site at the schools, have coordinated with the Superintendent and principal to be able to work with different groups of students.*
- *Attended the Cheese and Wine, would like to apologize for the translation. It is important to Council that we translate whenever possible. Would like to see translation services included in the budget and being provided in the years moving forward to our Hispanic and Latino populations.*

Councilmember Uribe reported on the following:

- *Attended the Cheese and Wine Festival on Saturday spent the day fundraising with Reverend Randy, Vice Mayor, and resident John Pimentel for Love Riverbank. Looking forward to continuing this tradition.*
- *Will be taking an updated tour of Aemetis, with Vice President Jarrett Hollis.*
- *Will be attending the Lights on Afterschool Celebration.*
- *Looking forward to the Dia de Los Muertos on October 28th.*
- *Will be on vacation next week for his birthday in Disneyland, and will not be able to attend the Air Quality Community Workshop.*

Councilmember Barber-Martinez reported on the following:

- *Attended the Homeless Coalition Meeting was presented by Stanislaus County Office of Education, it was noted that there were 500 youth that dropped out this year from Stanislaus County Schools this year. Key objectives for the group: To encourage the use of local ARPA Funds, inclusion of migrants and refugees, and to be mindful of humanity efforts for housing, warm clothes and food since the weather is changing, help families to adopt for readiness of Job openings.*
- *Really enjoyed the Dancing Horses and being a judge. All the horses were beautiful and so it was very tough decision.*
- *Thank you to City Staff and Tammy for all their efforts at the Cheese and Wine Festival.*
- *There will be a SHA Meeting tomorrow at 5:30 p.m. at 1010 10th Street in Modesto, in the Basement Council Chambers.*
- *Walk & Roll to School Day tomorrow October 12th will be there meeting at Castleburg Park at 7:15 a.m. if anyone would like to join.*

Vice Mayor Campbell reported on the following:

- *Would like to caution everyone dropping off their kids at school, with the Weather getting cooler and dark in the morning, remember to be safe, there are traffic jams, and there have been accidents. Think Safety for the kids.*

Item 12.3 Mayor/Chair

Mayor O'Brien reported on the following:

- *Would like to thank Staff for their efforts during this last year with the 100th Celebrations and the Cheese and Wine. Truly impressive the way the staff has handled each event, and this event is no exception. The event was flawless, there maybe some changes that need to be made as we change.*

- *Thank you to Riverbank Police Services for the way they handled the individuals that were out there not to have fun, but to disturb. Thank you to the Chief for all you have done.*
- *Code Enforcement is a tough job, but there are a lot of things that need to be pointed out to our residents and how they can improve their lot. One of those being encroachments. There has to be some way that we can enforce it, or change how we are addressing that.*

13. CLOSED SESSION

The public will have a limit of **3 minutes** to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing to Closed Session.

Item 13.1 CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to Government Code §54957.6)

Agency Representative: City Manager, Marisela Garcia

Employee Organizations: Riverbank Mid-Management Employee Association

Mayor O'Brien opened Public Comment at 7:13 p.m.

There being no public comments, Mayor O'Brien brought the item back to the City Council and went into Closed Session at 7:13 p.m.

City Council Reconvened at 7:35 p.m.

RECONVENE – REPORT FROM CLOSED SESSION

Item 14.1 Report from Closed Session on **Item 13.1 CONFERENCE WITH LABOR NEGOTIATORS**

(Pursuant to Government Code §54957.6)

Agency Representative: City Manager, Marisela Garcia

Employee Organizations: Riverbank Mid-Management Employee Association

ACTION: *Direction was provided to staff.*

15. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor / Chair O'Brien adjourned the regular meeting at 7:35 p.m. to the next regular scheduled City Council / LRA Meeting of October 25, 2022 at 6:00 p.m.

ATTEST: (Adopted 10/25/2022)

APPROVED:

Gabriela Hernandez
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.3

SECTION 9: CONSENT CALENDAR

Meeting Date:	October 25, 2022
Subject:	A Resolution Authorizing the City Manager to sign the Memorandum of Understanding with Stanislaus Regional 911
From:	Marisela H. Garcia, City Manager
Submitted by:	Michael Riddell, Public Works Director

RECOMMENDATION

It is recommended that the City Council consider adopting a resolution which will allow the City Manager to sign the Memorandum of Understanding (MOU) with Stanislaus Regional 911 (SR911)

SUMMARY

SR911 is proposing to install a communication facility within the City of Riverbank Corporation Yard.

BACKGROUND

In an effort to enhance and strengthen the communication infrastructure for emergency services within the County, staff from SR 911 identified a variety of locations that would benefit from the installation of additional communication towers. One such area was the City's Corporation Yard which would provide enhanced services for Riverbank and the eastern portion of the County.

SR911 shall provide and install the following equipment at the Communications Site and at its sole expense (collectively, the "Communication Facilities"):

- Maximum of 160-foot, free standing communication tower with antennas and mounting brackets.
- Two (2) microwave systems with dishes to provide connectivity between the Riverbank communication site and other sites in the county.
- One (1) 10ft. x 20ft. communications shelter to house communications equipment.
- Battery back-up for all communications equipment.

- Provide and install necessary repeaters, receivers, multiplexers and other communications equipment in shelter as needed to support public safety communications needs.
- Provide space on the tower and inside communications shelter for the City of Riverbank services existing or future communications needs.
- Install separate AC power service and meter.
- Cost of any construction or permits required to install the communication site.

The project will be constructed using AB109 funding and pursuant to Government Code section 6505, Office of Emergency Services shall be strictly accountable for all grant funds.

The City shall provide the following:

- Space at the communication site, sufficient to accommodate the Communication Facilities including, but not limited to, the tower and communications shelter.
- 24/7 access for SR911 technical staff and qualified third-party radio maintenance vendor that has met City and SR911 security requirements.

The City and County will both share use of new Communications Facilities.

STRATEGIC PLAN

This item is directly associated to the City Council's Strategic Plan Goal to "Improve Public Safety."

FINANCIAL IMPACT

There is no financial impact to the City. All costs will be borne by Stanislaus Regional 911.

ATTACHMENT

1. Resolution 2022-
2. SR911 Memorandum of Understanding

CITY OF RIVERBANK

RESOLUTION 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH
STANISLAUS REGIONAL 911 (SR911) TO INSTALL A COMMUNICATION FACILITY
AT THE CITY OF RIVERBANK CORPORATION YARD**

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS
THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:**

WHEREAS, SR911 proposes to install a communications facility at the corporation yard; and

WHEREAS, said facilities will enhance the ability of public safety to communicate thru out the county; and

WHEREAS, SR911 will install all equipment at no charge to the City of Riverbank; and

WHEREAS, the City of Riverbank will have the ability to utilize the tower and equipment shelter free of charge; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes approves the Memorandum of Understanding with Stanislaus Regional 911 and authorizes the City Manager to execute said agreement.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 25 th day of October, 2022; motioned by Councilmember , seconded by Councilmember , and upon roll call was carried by the following City Council vote of :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O’Brien
Mayor

Attachment: SR911 Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING (City of Riverbank Corporation Yard)

This Memorandum of Understanding (the "Agreement") is made and entered into by and between Stanislaus Regional 911 here to after known as ("SR911") and the City of Riverbank here to after known as ("City") on _____, 2022.

Introduction

- A. The City owns and operates a Corporation Yard facility located at 2901 High Street Riverbank, CA. Stanislaus County ("Communication Site").
- B. SR911 desires to locate communication equipment to utilize the Communication Site for the purpose of improving public safety communications systems and inter-operability between all agencies with in Stanislaus county (the "Project").
- C. The Project will provide a benefit to both SR911, the City and other Public Safety jurisdictions within Stanislaus County.
- D. Pursuant to the provisions of Chapter 5 (commencing with section 6500) of Division 7 of Title 1 of the Government Code, the parties wish to memorialize their respective joint use and responsibilities of the Communications Site.

NOW, THEREFORE, the parties agree to the following terms and conditions.

Terms and Conditions

1. Obligations of SR911

1.1 SR911 shall provide and install the following equipment at the Communications Site and at its sole cost and expense (collectively, the "Communication Facilities"):

- Maximum of 160 foot, free standing communications tower with antennas and mounting brackets.
- Two - microwave systems with dishes to provide connectivity between the Riverbank communications site and other sites in the county.
- One 10' x 20' communications shelter to house communications equipment.
- Battery back-up for all communications equipment.
- Provide and install necessary repeaters, receivers, multiplexers and other communications equipment in shelter as needed to support public safety communications needs.
- Provide space on the tower and inside communications shelter for the City of Riverbank services existing or future communications needs.

- Install separate AC power service and meter.
- Cost of any construction or permits required to install communications site.

1.2 The Project will be constructed using AB109 funding and, pursuant to Government Code section 6505, Office of Emergency Services (OES) shall be strictly accountable for all grant funds.

2. Obligations of City

2.1 The City shall provide and install the following equipment or property at its sole cost and expense:

- Provide space at the Communications Site, sufficient to accommodate the Communication Facilities including, but not limited to, the tower and communications shelter.
- 24/7 access for SR911 technical staff and qualified third party radio maintenance vendor that has met City and SR911 security requirements.

3. Joint Use and Ownership

3.1 The City and County will both share use of new Communication Facilities.

3.2 Both parties will share tower and communication shelter space for the mutual benefit of all public safety communications systems. At no time for the life of the Communications Site will either party charge the other party any fees or rent for use of the site.

3.3 The City or SR911 may elect, subject to approval of the other party as set forth below, to sublease available tower space to a private contractor or party, provided rent or lease payments are used to partially or wholly offset operation and maintenance costs of the tower and associated equipment. Any changes to the tower or use by third parties must not cause any interference to the emergency communications equipment or its functions. Any sublease must be approved by SR911 and the City to ensure operational compatibility and compliance. Installation of new equipment in shelter or tower must meet current R56 standards.

4. Mutual Obligations of the City and SR911

4.1 The term of this Agreement shall commence on the effective date of the Agreement and shall continue in effect unless and until it is terminated by mutual agreement of the parties.

4.2 Pursuant to Government Code section 6511, upon termination of this Agreement, any surplus property shall be returned, pro rata, to the Federal, State, or local agency that provided the property. The parties shall use good faith efforts and fair dealing in processing and dividing any surplus property that cannot be attributed to any single entity or jurisdiction, keeping in mind the position of the parties before they entered into this Agreement.

4.3 Pursuant to Government Code section 6512, any surplus money on hand after termination of the Agreement shall be returned to the funding source from which funds were furnished, or to the agency making the contribution. The parties shall use good faith efforts and fair dealing in processing and dividing any surplus money that cannot be attributed to any single fund source or agency, keeping in mind the position of the parties before they entered into this Agreement.

4.4 Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

4.5 This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter.

4.6 This Agreement may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties to the Agreement provided the amendment or change is in written form and executed the appropriate representatives of the parties and attached to the original Agreement to maintain continuity.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the parties as of the day and year first written above.

City of Riverbank

Marisela Garcia
City Manager

STANISLAUS REGIONAL 911

Richard Murdock
Director

President
Consolidated Emergency Dispatch
Agency Commission

Approved as to Form:

By: G. Michael Ziman, Deputy County Counsel for
Rob Taro, Assistant County Counsel
Counsel to SR911

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.4

SECTION 9: CONSENT CALENDAR

Meeting Date: October 25, 2022

Subject: **Resolution** Authorizing the Purchase of 6825 3rd Street (APN 132-010-014) and 6813 3rd Street (APN 132-010-062) for \$350,000 from the American Rescue Plan Act Fund 136

From: Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council consider adopting a Resolution authorizing the purchase of 6825 3rd Street (APN 132-010-014) and 6813 3rd Street (APN 132-010-062) for \$350,000 from the American Rescue Plan Act Fund 136.

SUMMARY

On September 27, 2022 the City Council provided staff direction to initiate negotiations for the purchase of these properties in order to provide additional parking for our downtown businesses. Tonight's action formalizes that approval and allows the allocation of funds from the American Rescue Plan Act funding received by the City.

BACKGROUND

In February 2019, the City Council participated in a Strategic Plan update wherein they developed eight Goals that would provide city staff with guidance on the priorities of the City Council. These Goals were developed to assist the City in reaching its Mission "...to *provide high quality, professional services and a safe family-oriented community for our diverse residents to thrive.*" The intent of the City's Mission statement is to provide opportunities for all of our residents to thrive, including our commercial businesses within the City. To that end, the City Council established a goal to "Improve Historic Downtown."

One of the on-going difficulties with our downtown is the lack of parking. Many of the businesses rely on on-street parking for their employees. This limits the amount of parking that is available for the patrons that are visiting our downtown. As new businesses continue to open and flourish, parking will continue to become more limited. In addition, the City's existing parking lot at the northeast corner of Third Street & Stanislaus is in progress to be sold to the Stanislaus Regional Housing Authority for the construction of a senior center thereby reducing further the amount of parking in this area.

With the goal of ensuring the long-term success of our downtown businesses, city staff have been actively seeking opportunities to enhance our downtown parking needs. The properties located at 6825 & 6813 3rd street have been vacant for quite some time. With the limited amount of vacant land in our downtown area, we believe that at this time these properties would be suitable for this purpose.

After direction was received on September 27th, a purchase offer was submitted to the sellers and has been accepted for a purchase price of \$350,000 with a 21-day escrow. Tonight's action will formalize the authorization for the City Manager to proceed with the purchase of the property and allocate American Rescue Plan Act Funds for said purchase.

STRATEGIC PLAN

This item is directly related to the City Council's Strategic Plan Objective to "Improve Historic Downtown."

FINANCIAL IMPACT

Purchase price negotiated at \$350,000 to be allocated from American Rescue Plan Act Fund 136.

ATTACHMENT

1. Resolution 2022-
2. Commercial Purchase Agreement

CITY OF RIVERBANK

RESOLUTION 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AUTHORIZING THE PURCHASE OF 6825 3RD STREET (APN 132-
010-014) AND 6813 3RD STREET (APN 132-010-062) FOR \$350,000 AND
ALLOCATING FUNDS FROM THE AMERICAN RESCUE PLAN ACT FUND 136 FOR
SAID PURCHASE**

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS
THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:**

WHEREAS, in February 2019 the City Council established a Strategic Plan Goal
to “*Improve Historic Downtown*”; and

WHEREAS, in order to achieve this Goal, the City Council understands the need
for additional parking in our downtown area for the benefit of our local businesses; and

WHEREAS, over the course of the past several months city staff has been
evaluating opportunities to provide additional parking for both employees and patrons of
our downtown businesses; and

WHEREAS, the purchase of these properties will allow the City to continue
implementing its Strategic Plan by providing much needed parking opportunities
downtown; and

WHEREAS, on September 27, 2022 the City Council provided the City Manager
with direction to proceed with the negotiation for the purchase of these properties; and

WHEREAS, the City Council desires to allocate \$350,000 in American Rescue
Plan Act Funds in order to complete this purchase.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of
Riverbank hereby authorizes the purchase of 6825 3rd Street (APN 132-010-014) and
6813 3rd Street (APN 132-010-062) and allocates \$350,000 from American Rescue Plan
Act funds for this purchase.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular
meeting held on the 25th day of September, 2022; motioned by Councilmember _____,
seconded by Councilmember _____, and upon roll call was carried by the following City
Council vote of _____ :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor



COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form CPA, Revised 6/22)

Date Prepared: September 28, 2022**1. OFFER:****A. THIS IS AN OFFER FROM**
☐ Individual(s), ☐ A Corporation, ☐ A Partnership, ☐ An LLC, ☒ Other City of Riverbank ("Buyer").
B. THE PROPERTY to be acquired is
6825 3rd St, 6813 3rd St, situated in Riverbank (City), Stanislaus (County), California, 95367 (Zip Code), Assessor's Parcel No(s). 132-010-014, 132-010-062 ("Property").

(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)

C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**D.** Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.**2. AGENCY:****A. DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.**B. CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.**Seller's Brokerage Firm**Central California RealtyLicense Number 01450340Is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (Dual Agent).**Seller's Agent**Sean T ConwayLicense Number 01450340Is (check one): ☒ the Seller's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).**Buyer's Brokerage Firm**PMZ Real EstateLicense Number 00405158Is the broker of (check one): ☒ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).**Buyer's Agent**Maribeth ReeceLicense Number 01214253Is (check one): ☒ the Buyer's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).**C.** ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).**D. POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).**3. TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B	Purchase Price	\$ <u>350,000.00</u>	☒ All Cash
B		Close of Escrow (COE)	☒ <u>21</u> Days after Acceptance OR on ☐ (date) (mm/dd/yyyy)	
C	39A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or (date) at 5PM or ☐ AM/ ☐ PM	
D(1)	5A(1)	Initial Deposit Amount	\$ <u>3,500.00</u> (<u>1.0</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or ☐) business days after Acceptance by wire transfer OR ☐
D(2)	5A(2)	☐ Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$ (☐ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR ☐ (date) OR ☐
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs	\$ (☐ % of purchase price) Fixed rate or ☐ Initial adjustable rate, not to exceed ☐ % Buyer to pay zero points or up to ☐ % of the loan amount 17 (or ☐) Days after Acceptance	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: ☐
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ (☐ % of purchase price) Fixed rate or ☐ Initial adjustable rate, not to exceed ☐ % Buyer to pay zero points or up to ☐ % of the loan amount	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: ☐
E(3)	7A	Occupancy Type	Investment	
F	5D	Balance of Down Payment	\$ <u>346,500.00</u>	
PURCHASE PRICE TOTAL			\$ <u>350,000.00</u>	

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Buyer's Initials

MHG

Seller's Initials

DMP, SLP**COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (CPA PAGE 1 OF 17)**PMZ Real Estate, Inc., 1230 E. Orangeburg Ave Ste A Modesto, CA 95350
Maribeth Reece

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 209.602.4929

Fax: 209.569.5015

www.lwof.com

Commercial 6825



	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	☐ \$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR ☐ Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____			
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or ☒ 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
I	Intentionally Left Blank			
J	19	Final Verification of Condition	5 (or <u>3</u>) Days prior to COE	
K	26	Assignment Request	17 (or _____) Days after Acceptance	
L	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	☒ No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or ☐ \$ _____	17 (or _____) Days after Acceptance	☒ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 15	Investigation of Property Informational Access to Property Buyer's right to access the Property for informational purposes only is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.	17 (or <u>7</u>) Days after Acceptance 17 (or <u>7</u>) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H. ☐ CR attached
L(4)	8D, 17A	Review of Seller Documents	17 (or <u>7</u>) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(5)	8E, 16A	Preliminary ("Title") Report	17 (or <u>7</u>) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(6)	8F, 11C	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(7)	8G, 9B(6)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(8)	8J	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ C.A.R. Form COP attached		
M	Possession			
M(1)		Vacant Units; Tenant Occupied Units being delivered subject to tenant rights	Time for Performance Upon notice of recordation On COE date	Additional Terms ☐ Tenant Occupied Unit(s) to be delivered vacant (#s _____)
M(2)	7C	Seller Occupied	Upon notice of recordation, OR ☐ 6 PM or _____ AM/ ☐ PM COE date or, if checked below, ☐ _____ days after COE (29 or fewer days) ☐ _____ days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form CL attached if 30 or more days.
N	Documents/Fees/Compliance			
N(1)	17A	Seller Delivery of Documents	Time for Performance 7 (or _____) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after receipt	
N(3)	11C(2)	Time to pay fees for ordering OA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	35	Evidence of representative authority	3 Days after Acceptance	



Date: September 28, 2022

O	Intentionally Left Blank		
P	Items Included and Excluded		
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: ☐ _____; ☐ _____; ☐ _____	
P(2)	9	Excluded Items: ☐ _____; ☐ _____; ☐ _____	
Q	Allocation of Costs		
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)
Q(1)	10A, 11D	Natural Hazard Zone Disclosure Report, including tax information	☐ Buyer ☒ Seller ☐ Both _____ ☒ Provided by: <u>Sellers' choice</u>
Q(2)	15B(1)(D)	Environmental Survey	☐ Buyer ☐ Seller ☐ Both _____
Q(3)		_____ Report	☐ Buyer ☐ Seller ☐ Both _____
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	☐ Buyer ☐ Seller ☐ Both _____
Q(5)	10A 10B(2)	Government Required Point of Sale inspections, reports	☐ Buyer ☐ Seller ☐ Both _____
Q(6)	10B(2)(A)	Government Required Point of Sale corrective/remedial actions	☐ Buyer ☐ Seller ☐ Both _____
Q(7)	22B	Escrow Fees	☐ Buyer ☐ Seller ☒ Both <u>1/2 each</u> ☐ Each to pay their own fees
Q(8)	16	Owner's title insurance policy	☐ Buyer ☒ Seller ☐ Both _____
Q(9)		Buyer's Lender title insurance policy	Buyer
Q(10)		County transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____
Q(11)		City transfer tax, fees	☐ Buyer ☐ Seller ☐ Both _____
Q(12)	11C(2)	OA fee for preparing disclosures	Seller
Q(13)		OA certification fee	Buyer
Q(14)		OA transfer fees	☐ Buyer ☐ Seller ☐ Both _____
Q(15)		Private transfer fees	Seller, or if checked, ☐ Buyer ☐ Both _____
Q(16)	10B(4)	Installation of safety features, required by law	☐ Buyer ☐ Seller ☐ Both _____
Q(17)		_____ fees or costs	☐ Buyer ☐ Seller ☐ Both _____
R	Additional Tenancy Documents ☐ Income and Expense Statements ☐ Tenant Estoppel Certificate		
S	OTHER TERMS: _____ _____ _____		

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- ☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
☐ Other _____

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- ☐ Addendum # _____ (C.A.R. Form ADM) ☐ Assumed Financing Addendum (C.A.R. Form AFA)
☐ Short Sale Addendum (C.A.R. Form SSA)
☐ Back Up Offer Addendum (C.A.R. Form BUO) ☐ Court Confirmation Addendum (C.A.R. Form CCA)
☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA) ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
☐ Other _____

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Buyer's Initials

MHy

Seller's Initials

DNP, SGP

COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (CPA PAGE 3 OF 17)

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Commercial 6825



Date: September 28, 2022

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- | | |
|--|---|
| ☒ Buyer's Investigation Advisory (C.A.R. Form BIA) | ☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA) |
| ☒ Wire Fraud Advisory (C.A.R. Form WFA) | ☒ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA) |
| (Parties may also receive a privacy disclosure from their own Agent.) | |
| ☐ Wildfire Disaster Advisory (C.A.R. Form WFDA) | ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| ☐ Trust Advisory (C.A.R. Form TA) | ☐ Short Sale Information and Advisory (C.A.R. Form SSIA) |
| ☐ REO Advisory (C.A.R. Form REO) | ☐ Probate Advisory (C.A.R. Form PA) |
| ☐ Other: | ☒ Other: Vacant Land Purchase Addendum |

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder. APN# 132-010-062

A. DEPOSIT:

- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
- (2) **INCREASED DEPOSIT:** Increased deposit to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
- (3) **RETENTION OF DEPOSIT:** Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.

B. ALL CASH OFFER: If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

- (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), Subject To Financing, Assumed Financing, or Other is checked in **paragraph 3E(1)**.
- (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Subject To Financing, Assumed Financing, or Other is checked in **paragraph 3E(2)**.
- (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
- (4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. 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.
- (5) Buyer shall, within the time specified in **paragraph 3E(1)**, Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. ADDITIONAL FINANCING TERMS:

- A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.
- B. VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
- C. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

- A. OCCUPANCY:** Buyer intends to occupy the Property as indicated in **paragraph 3E(3)**. Occupancy may impact available financing.



Date: September 28, 2022

B. CONDITION OF PROPERTY ON CLOSING:

- (1) Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
- (2) **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**

C. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW: If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed, (i) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; (ii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan; and (iii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties.

D. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.

E. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3P or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.**

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

(3) ☒ **Fair Appraisal Act:** The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).

C. INVESTIGATION OF PROPERTY: This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

D. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's review of Seller's documents required in **paragraph 16A**.

E. TITLE:

- (1) This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11C** ("CI Disclosures").



- G. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(7)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(7)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller disclosed leased or lienied items.
- H. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.
- I. REMOVAL OF CONTINGENCY OR CANCELLATION:**
- (1) For any contingency specified in **paragraph 3L or 8**, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
 - (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L or 5 Days** after receipt of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
 - (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.
- J. SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(8)**.
- 9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**
- A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.
- B. ITEMS INCLUDED IN SALE:**
- (1) All EXISTING fixtures and fittings that are attached to the Property;
 - (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not included in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window), attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3P**, if currently existing and owned by Seller at the time of Acceptance.
Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager, tenant, or other third party, the item should be listed as being excluded in **paragraph 3P(2)** or excluded by Seller in a counter offer.
 - (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
 - (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
 - (5) Non-Dedicated Devices: All smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Buyer is advised to change all passwords and ensure the security of any smart home features.
 - (6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P or 9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
 - (7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(6)**, and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
 - (8) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**.
 - (9) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
 - (10) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

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- C. ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in paragraph 3P(2); (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. **Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.**
- 10. ALLOCATION OF COSTS:**
- A. INSPECTIONS, REPORTS AND CERTIFICATES:** Paragraphs 3Q(1-3) and (5) only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).
- B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:**
- (1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in paragraph 3N(4). If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.
- (2) **POINT OF SALE REQUIREMENTS:**
- (A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.
- (B) Buyer shall be provided, within the time specified in paragraph 3N(1), unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.
- (3) **REINSPECTION FEES:** If any repair in paragraph 10B(1) is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.
- (4) **INSTALLATION OF SAFETY FEATURES:**
- (A) The following installations shall be completed prior to final verification of condition unless Otherwise Agreed: (i) approved fire extinguisher(s), sprinkler(s), and hose(s), if required by law; and (ii) drain cover and anti-entrapment device or system meeting the minimum requirements permitted by the U.S. Consumer Products and Safety Commission for any pool or spa.
- (B) If Buyer is to pay for these installations, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the installation.
- (5) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.
- 11. SELLER DISCLOSURES**
- A. WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR** (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR** (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
- B. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- C. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
- (2) If the Property is a condominium or is located in a planned development or other common interest development with a OA, Seller shall, within the time specified in paragraph 3N(3), order from, and pay any required fee for the following items to the OA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; (v) the names and contact information of all OAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to OA or management company to pay for any of the above.

- D. NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- E. WATER CONSERVING PLUMBING DEVICES:** Civil Code § 1101.5 requires all multi-family residential and commercial real property be equipped with water-conserving plumbing devices. Seller shall, within the time specified in **paragraph 3N(1)**, disclose in writing whether the property includes any noncompliant plumbing fixtures. Seller may use C.A.R. Form SPQ or ESD. See C.A.R. Form WCMD for more information.
- F. SURVEY, PLANS, AND ENGINEERING DOCUMENTS:** Seller, within the time specified in **paragraph 3N(1)**, shall provide to Buyer, Copies of surveys, plans, specifications, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
- G. PERMITS:** Seller, within the time specified in **paragraph 3N(1)**, shall provide to Buyer, if in Seller's possession, copies of all permits and approvals, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
- H. STRUCTURAL MODIFICATIONS:** Seller, within the time specified in **paragraph 3N(1)**, shall in writing disclose to Buyer, known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
- I. GOVERNMENTAL COMPLIANCE:** Within the time specified in **paragraph 3N(1)**,
 (1) Seller shall disclose to Buyer any improvements, additions, alterations, or repairs to the Property made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals
 (2) Seller shall disclose to Buyer if Seller has actual knowledge of any notice of violations of Law filed or issued against the Property.
- J. VIOLATION NOTICES:** Within the time specified in **paragraph 3N(1)**, Seller shall disclose any notice of violations of any Law filed or issued against the Property and actually known to Seller
- K. KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact lender to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- L. 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, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- 12. TENANCY RELATED DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
- A. RENTAL/SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
- B. INCOME AND EXPENSE STATEMENTS:** If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
- C. TENANT ESTOPPEL CERTIFICATES:** If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' 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. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
- D. SELLER REPRESENTATIONS:** Unless otherwise disclosed under **paragraph 11**, **paragraph 12**, or under any disclosure Delivered to Buyer:
 (1) Seller represents that Seller has no actual knowledge that any tenant(s): (i) has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; (ii) has any unsatisfied mechanics or materialman lien(s) affecting the Property; and (iii) is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
 (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
 (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.
- 13. 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 13B**: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify, or extend any service contract(s); or (iv) change the status of the condition of the Property.
- B.** (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change
 (2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
- 14. SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.



15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B. Buyer Investigations include, but are not limited to:
- (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - (A) A general inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.
 - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
 - (D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(3)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
 - (2) All other Buyer Investigations, such as insurance, not specified above. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.
 - (3) A review of reports, disclosures or information prepared by or for Seller and Delivered to Buyer pursuant to **paragraphs 3, 10, 11, 12, and 16A**.
- C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
- E. **Buyer indemnity and Seller protection for entry upon the 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.

16. TITLE AND VESTING:

- A. Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(8)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record 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. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C. Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
- D. Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- E. If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- G. 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 shall pay any increase in cost.

17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. SELLER DELIVERY OF DOCUMENTS: Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 9B(6), 9B(8), 10, 11A, 11C, 11D, 11F-K, 12, 16A, and 16D.

B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION

(1) Buyer has the time specified in paragraph 3 to perform Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 9B(6), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.

(2) Buyer may, within the time specified in paragraph 3L(3), 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 (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.

(3) Buyer shall, by the end of the times specified in paragraph 3L (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, is not Delivered within the time specified in paragraph 3N(1), then Buyer has 5 Days after Delivery of any such items, or the times specified in paragraph 3L, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency but there may be a right to terminate for a subsequent or amended disclosure under paragraph 11L.

(4) Continuation of Contingency: Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 17C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 17C(1).

C. SELLER RIGHT TO CANCEL:

(1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by paragraph 5C(5) (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (v) Deliver a letter as required by paragraph 6B; (vi) In writing assume or accept leases or liens specified in paragraph 8G; (vii) Cooperate with the title company's effort to comply with the GTO as required by paragraph 16E; (viii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 5A(2) and 36; (ix) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 35; or (x) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.

(3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. BUYER RIGHT TO CANCEL:

(1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.

(2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.

(3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

E. NOTICE TO BUYER OR SELLER TO PERFORM: The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 17, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

F. EFFECT OF REMOVAL OF CONTINGENCIES:

(1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, 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 the non-delivery of any reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

(2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.

- G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow cancellation fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**
- 18. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, OA regular assessments due 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. Seller shall pay any OA special or emergency assessments due prior to Close Of Escrow. 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 OA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. **TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.
- 21. BROKERS AND AGENTS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- C. BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.
- 22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 11A, 11C(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 33, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.**



- B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. 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 shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or OA or OA management company or others any fee required by **paragraphs 3, 8, 10, 11**, or elsewhere in this Agreement.
- C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11A**.
- D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A and paragraph 3 of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, 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). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1) and 5A(2)**. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment 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.
- G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.
23. **SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
25. **ATTORNEY FEES AND COSTS:** 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 37A**.
26. **ASSIGNMENT:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA).
27. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
28. **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) Agent(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) Agent(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, in any, located on or potentially affecting the Property.



- 29. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 30. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 31. COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 32. DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
 - C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
 - D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
 - F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
 - G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
 - H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
 - I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or legal holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or legal holiday ("Allowable Performance Day"), and ending at 11:59 pm. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed, the COE shall occur on the next day the Recorder's office in that County is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
 - J. **"Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
 - K. **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
 - L. **"Electronic Copy"** or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - M. **"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.
 - N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 39** or **paragraph 40**.
 - O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
 - P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - Q. **"Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

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- 33. TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
- 34. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 35. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 39** or **40** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, within as specified in **paragraph 3N(5)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).



36. LIQUIDATED DAMAGES:

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials

MTHG

Seller's Initials

DNP / SLP

37. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ADDITIONAL MEDIATION TERMS:** (i) Exclusions from this mediation agreement are specified in paragraph 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

38. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties, OR ☐ . The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) 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.
- C. **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- D. **AGENTS:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. **"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

MTHG

Seller's Initials

DNP / SLP

MTHG

DNP / SLP



39. OFFER

A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. ☒ ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or ☒ other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: Marisela H Garcia.
- (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

C. The CPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, Marisela H Garcia Date: 09-29-2022

Printed name of BUYER: City of Riverbank

☒ Printed Name of Legally Authorized Signer: Marisela H Garcia Title, if applicable, City Manager

(Signature) By, _____ Date: _____

Printed name of BUYER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

40. ACCEPTANCE

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

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.

Seller shall return and include the entire agreement with any response.

☐ **Seller Counter Offer** (C.A.R. Form SCO or SMCO)

☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)

B. ☐ Entity Sellers: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: _____.
- (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

C. The CPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, D M Patel Date: 10/7/22

Printed name of SELLER: Dhirendra M Patel

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, S D Patel Date: 10/7/22

Printed name of SELLER: Saroj D Patel

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____ / _____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials



Date: September 28, 2022

REAL ESTATE BROKERS SECTION:

1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. **Cooperating Broker Compensation:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
4. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm PMZ Real Estate Lic. # 00405158
By Maribeth Reece Maribeth Reece Lic. # 01214253 Date 09-29-2022
By _____ Lic. # _____ Date _____
☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es):

Email mreece@pmz.com Text # (209)602-4929
Alternate: _____
☐ if checked, Delivery shall be made to the alternate designated electronic delivery address only.
Address 1230 E Orangeburg Ave City Modesto State CA Zip 95350-4652

B. Seller's Brokerage Firm Central California Realty Lic. # 01450340
By Sean Conway Sean T Conway Lic. # 01450340 Date 10/7/22
By _____ Lic. # _____ Date _____
☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent):

Email _____ Text # _____
Alternate: _____
☐ if checked, Delivery shall be made to the alternate designated electronic delivery address only.
Address 460 N Yosemite Ave City Oakdale State CA Zip 95361-2755

ESCROW HOLDER 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 22 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder Seller choice Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

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

PRESENTATION OF OFFER: SC / _____ Seller's Brokerage Firm presented this offer to Seller on 10/6/22 (date).
Broker or Designee Initials

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CPA REVISED 6/22 (PAGE 17 OF 17)

Buyer's Initials

mtg

Seller's Initials

DAF SAP



COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (CPA PAGE 17 OF 17)

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/21)

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

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

SELLER'S AGENT

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

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

To the Buyer and the Seller:

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

BUYER'S AGENT

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

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

To the Buyer and the Seller:

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

AGENT REPRESENTING BOTH SELLER AND BUYER

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

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

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

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

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

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

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

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

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

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant Marisela H Garcia City of Riverbank Date 09-29-2022

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent PMZ Real Estate DRE Lic. # 00405158

By Maribeth Reece Real Estate Broker (Firm)

Maribeth Reece DRE Lic. # 01214253 Date 09-29-2022
(Salesperson or Broker-Associate, if any)

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AD REVISED 12/21 (PAGE 1 OF 2)



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

PMZ Real Estate, Inc., 1230 E Orangeburg Ave Ste A Modesto, CA 95350
Maribeth Reece

Phone: 209.602.4929 Fax: 209.569.5015
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Commercial 6825

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

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

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

2079.16 Reproduced on Page 1 of this AD form.

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

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

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

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

2079.18 (Repealed pursuant to AB-1289)

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

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

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller.

(b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered.

(d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

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

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

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AD REVISED 12/21 (PAGE 2 OF 2)

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

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FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/22)

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

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

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**

Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.

 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
 - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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FHDA REVISED 6/22 (PAGE 1 OF 2)

FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)



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

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

Buyer/Tenant	<u>Marisela H Garcia</u>	<u>City of Riverbank</u>	Date	<u>09-29-2022</u>
Buyer/Tenant	_____	_____	Date	_____
Seller/Landlord	<u>D M Patel</u>	<u>Dhirendra M Patel</u>	Date	<u>10/7/22</u>
Seller/Landlord	<u>S D Patel</u>	<u>Saroj D Patel</u>	Date	<u>10/7/22</u>

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FHDA REVISED 6/22 (PAGE 2 OF 2)

FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)



WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/21)

Property Address: 6825 3rd St, 6813 3rd St, Riverbank, CA 95367

("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

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

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

ACCORDINGLY, YOU ARE ADVISED:

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

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

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

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

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

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

Buyer/Tenant	<u>Marisela H Garcia</u>	<u>City of Riverbank</u>	Date <u>09-29-2022</u>
Buyer/Tenant			Date
Seller/Landlord	<u>D M Patel</u>	<u>Dhirendra M Patel</u>	Date <u>10-7-22</u>
Seller/Landlord	<u>S D Patel</u>	<u>Saroj D Patel</u>	Date <u>10-7-22</u>

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

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Commercial 6825

**BUYER'S INVESTIGATION ADVISORY**

(C.A.R. Form BIA, Revised 12/21)

Property Address 6825 3rd St, 6813 3rd St, Riverbank, CA 95367

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

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BIA REVISED 12/21 (PAGE 1 OF 2)**BUYER'S INVESTIGATION ADVISORY (BIA PAGE 1 OF 2)**PMZ Real Estate, Inc., 1230 E Orangeburg Ave Ste A Modesto, CA 95350
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L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

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

Buyer Marisela H Garcia City of Riverbank Date 09-29-2022

Buyer _____ Date _____

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BUYER'S INVESTIGATION ADVISORY (BIA PAGE 2 OF 2)

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FAIR APPRAISAL ACT ADDENDUM

(C.A.R. Form FAAA, 6/22)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other ("Agreement"), dated 09/28/2022, on property known as 6825 3rd St, 6813 3rd St, Riverbank, CA 95367 ("Property"), in which Dhirendra M Patel, Saroj D Patel is referred to as ("Seller") and City of Riverbank is referred to as ("Buyer").

Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.brea.ca.gov/complaint/> or call (916) 552-9000 for further information on how to file a complaint.

By signing below, Buyer and Seller has each read, understands and acknowledges receipt of a copy of this Fair Appraisal Act Addendum.

Buyer Marisela H Garcia Date 09-29-2022
City of Riverbank

Buyer _____ Date _____

Seller D Patel Date 10-7-22
Dhirendra M Patel

Seller S D Patel Date 10-7-22
Saroj D Patel

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

(C.A.R. Form PRBS, Revised 12/21)

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

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

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

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

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

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

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

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

Seller D. Patel Dhirendra M Patel Date 10/7/22
 Seller S. Patel Saroj D Patel Date 10/7/22
 Buyer Marisela H Garcia City of Riverbank Date 09-29-2022
 Buyer _____ Date _____
 Buyer's Brokerage Firm PMZ Real Estate DRE Lic # 00405158 Date 09-29-2022
 By Maribeth Reece DRE Lic # 01214253 Date _____
 Seller's Brokerage Firm Central California Realty DRE Lic # 01450340 Date 10/7/22
 By Sean T Conway DRE Lic # 01450340 Date 10/7/22

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PRBS REVISED 12/21 (PAGE 1 OF 1)



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

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 Maribeth Reece

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Phone: 209.602.4929

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Commercial 6825



**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY,
DISCLOSURE AND NOTICE**
(C.A.R. Form CCPA, Revised 12/21)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, "opt out" or stop the transfer of your PI to others, and the right to request that the business delete your PI entirely. You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Also, even businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant Marisela H Garcia Date 09-29-2022
City of Riverbank

Buyer/Seller/Landlord/Tenant _____ Date _____

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

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CALIFORNIA
ASSOCIATION
OF REALTORS®

BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

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

Property Address: 6825 3rd St, 6813 3rd St, Riverbank, CA 95367

("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

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

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

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

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

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

Buyer's Initials (MDH)

Seller's Initials (DNP) (SDA)

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BVLIA 11/13 (PAGE 1 OF 2)



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

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Commercial 6825

Property Address: 6825 3rd St, 6813 3rd St, Riverbank, CA 95367Date: 09-29-2022

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

Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

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

SELLER

Dhirendra M Patel

Date

10/7/22

SELLER

Sarof D Patel

Date

10/7/22

BUYER

Marisela H Garcia

Date

09-29-2022

BUYER

Date

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Commercial 6825



RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.5

SECTION 9: CONSENT CALENDAR

Meeting Date:	October 25, 2022
Subject/ Title:	Adopt a Resolution to Award Bid for the Stanislaus & 7 th Street Valley Gutter and Curb Ramp Project to Sinclair General Engineering Construction Inc. and Authorize Execution of Future Change Orders
From:	Marisela H. Garcia, City Manager
Submitted by:	Kathleen Cleek, Development Services Administration Manager Laura Graybill, Senior Project Coordinator

RECOMMENDATION

It is recommended that City Council approve two (2) actions by a roll call vote:

1. Adopt a Resolution to Award bid to the lowest responsible bidder, Sinclair General Engineering Construction Inc.; and
2. Authorize the City Manager to execute Change Orders within total project budget.

SUMMARY

The Stanislaus & 7th Street Valley Gutter and Curb Ramp Project, will consist of replacement of the Valley Gutter and ADA accessible ramps that are found to be out of code and to improve Americans with Disabilities (ADA) accessibility. The City has previously identified this project for using funding received through Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017. This Act was passed by the Legislature and signed into law by Governor Brown in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide. SB 1 includes accountability and transparency provisions that ensure residents of the City of Riverbank are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year.

The bid opening was held on Tuesday, October 18, 2022 to consider the bids for the Stanislaus & 7th Street Valley Gutter and Curb Ramp Project. The following bids were received:

Sinclair General Engineering Construction Inc.	\$ 89,549.00
George Reed, Inc.	\$ 108,592.00
FBD Vanguard Construction, Inc.	\$ 123,338.90
F. Loduca Co.	\$ 130,900.50
TBS Contractors	\$ 134,820.54
United Pavement Maintenance, Inc.	\$ 148,020.00
DRYCO Constrction	\$ 155,198.25

Work on the project includes, but is not limited to, furnishing all labor, materials, equipment, transportation, and incidentals necessary to construct all curb, gutter, ADA ramps, sidewalk, valley gutter, aggregate base and asphalt concrete paving, striping, adjusting structures to grade and all other work included on the plans for the above mentioned project.

Bids have been reviewed and Sinclair General Engineering Construction Inc. has been identified as the lowest responsible bidder for the project.

It is requested that the City Council provide the City Manager authorization to execute Change Orders if they are within total budget.

FINANCIAL IMPACT

Funding has been programmed for this project with SB1 Funds, \$96,820.00.

ATTACHMENT

1. Draft Resolution 2022-
2. Site Map

CITY OF RIVERBANK

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, TO AWARD A CONTRACT FOR THE STANISLAUS & 7TH STREET VALLEY GUTTER AND CURB RAMP PROJECT WITH SINCLAIR GENERAL ENGINEERING CONSTRUCTION INC. IN THE AMOUNT OF \$89,549.00, AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAID CONTRACT AND APPROVE THE CHANGE ORDERS UP TO THE PROJECT CONTINGENCY FUND OF \$7,271.00

THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE "CITY COUNCIL") DOES HEREBY RESOLVE THAT:

WHEREAS, the Stanislaus & 7th Street Valley Gutter and Curb Ramp Project includes to construct all curb, gutter, ADA ramps, sidewalk, valley gutter, aggregate base and asphalt concrete paving, striping, adjusting structures to grade; and

WHEREAS, the City published a Notice to Bidders inviting interested bidders to submit their sealed bids for the Project; and

WHEREAS, on October 18, 2022, the City of Riverbank received seven (7) bids and publicly opened and read the bids; and

WHEREAS, the apparent responsive and responsible low bidder is Sinclair General Engineering Construction Inc., in the amount of \$89,549.00; and

WHEREAS, staff also recommends that the City Council approve a project contingency of \$7,271.00 for the Project to fund additional work as needed during renovation and construction; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves a contract with Sinclair General Engineering Construction Inc., in the amount of \$89,549.00; and

AND NOW THEREFORE BE IT FURTHER RESOLVED that the City Council of the City of Riverbank authorizes the City Manager to execute the said contract and approve change orders up to the project contingency funds of \$7,271.00.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 25th day of October, 2022; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

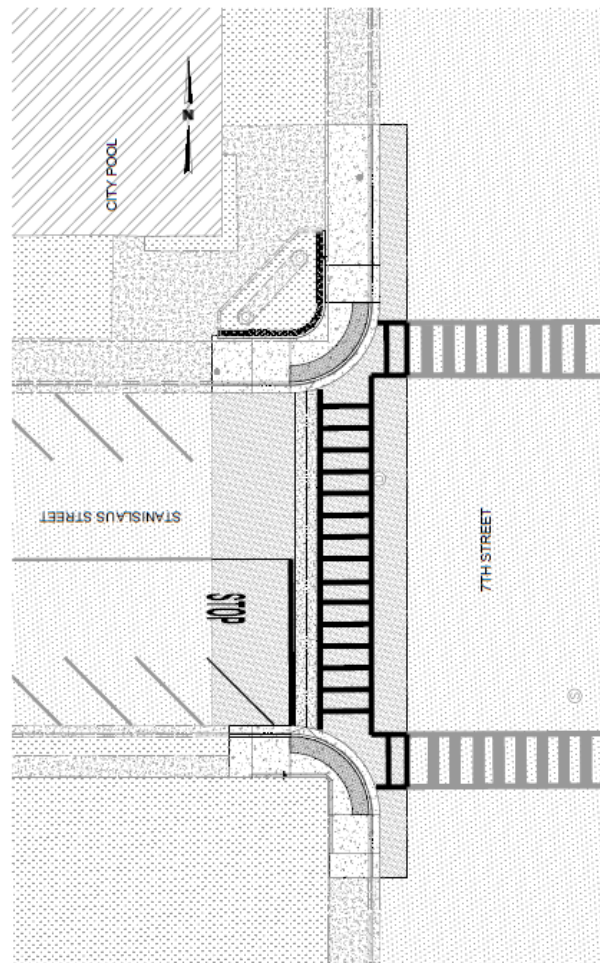
APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

Attachment: Sinclair General Engineering Construction Inc. Contract

Site Map

Stanislaus & 7th Valley Gutter and ADA Project

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.6

SECTION 9: CONSENT CALENDAR

Meeting Date: **October 25, 2022**

Subject: **Resolution** to Approve the Employment Agreement between the City of Riverbank and Sue Fitzpatrick as Director of Parks and Recreation and Authorize the City Manager to Execute the Agreement

From: **Marisela H. Garcia, City Manager**

RECOMMENDATION

It is recommended that the City Council consider a Resolution approving the Employment Agreement between the City and Sue Fitzpatrick, Director of Parks & Recreation.

SUMMARY

On December 11, 2022 the employment agreement with Mrs. Fitzpatrick was set to expire. Mrs. Fitzpatrick and the City Manager have been negotiating the terms of a new contract and have reached a tentative agreement that is being presented today for consideration by Council.

BACKGROUND

Sue Fitzpatrick has been the City's Director of Parks & Recreation since October 18, 1999. Over the past 23 years, Mrs. Fitzpatrick has achieved great success in obtaining grants for park improvements, developed maintenance standards for our parks, and initiated programs and events for our community to participate in. In addition, Sue and her staff have overseen the Cheese & Wine event for the past several years.

In 2019, a renegotiated contract was approved for Mrs. Fitzpatrick which extended her employment with the City through December 2022. Recently, Mrs. Fitzpatrick and the City Manager have been renegotiating the terms of the existing employment contract and have come to an agreement on the updated terms listed below.

TERMS

Mrs. Fitzpatrick's proposed contract will continue the terms from the 2019 Agreement with the following modifications:

1. Term: Date of Execution by both parties – December 29, 2023
2. Base Salary: Employee to be eligible for a 7% Cost of Living Adjustment effective the first full pay period starting September 23, 2022.

STRATEGIC PLAN

This item is directly related to the strategic goals of attract, develop, and retain quality staff.

FINANCIAL IMPACT

The attached employment agreement represents a 7% salary increase to the Director of Parks & Recreation base salary. Total fiscal impact of this increase: \$13,100

ATTACHMENTS

1. Resolution 2022-
2. Director of Parks & Recreation Employment Agreement-Draft

CITY OF RIVERBANK

RESOLUTION 2022-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
APPROVING AN EMPLOYMENT AGREEMENT WITH SUE FITZPATRICK AS
DIRECTOR OF PARKS AND RECREATION AND TO AUTHORIZE THE CITY
MANAGER TO EXECUTE THE AGREEMENT**

THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:

WHEREAS, the City of Riverbank currently has an employment agreement with Sue Fitzpatrick as Director of Parks and Recreation; and

WHEREAS, the agreement was set to expire on December 11, 2022; and

WHEREAS, Mrs. Fitzpatrick submitted a request for the City Manager to consider a renegotiation of her existing agreement; and

WHEREAS, the City Manager and Mrs. Fitzpatrick have reached a tentative agreement on the terms and conditions of said employment agreement; and

WHEREAS, the City and Sue Fitzpatrick now wish to enter into an Employment Agreement (the “Agreement”), which is attached hereto as Exhibit A, and

WHEREAS, based on the negotiated 7% Cost of Living Adjustment the salary range for the Director of Parks and Recreation is updated as follows:

Salary Range	Step A	Step B	Step C	Step D	Step E
226	9,717.85	10,203.74	10,713.93	11,249.63	11,812.11

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank does hereby approve the Agreement between Sue Fitzpatrick and the City for employment as Director of Parks and Recreation and authorizes the City Manager to execute the Agreement on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 25th day of October, 2022; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

Attachment(s): *Exhibit A – Employment Agreement*

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made by and between the City of Riverbank, a municipal corporation ("City"), and Sue Fitzpatrick, an individual ("Employee"). The City and Employee may individually be referred to herein as "Party" or collectively as "Parties". There are no other parties to this Agreement.

RECITALS

- A. Employee began employment with the City on October 18, 1999 ("Anniversary Date").
- B. Employee is presently employed with the City and serves as the Director of Parks and Recreation. The Director of Parks and Recreation is the head of the Parks and Recreation Department and provides departmental and complex administrative support to the Riverbank City Manager ("City Manager").
- C. The City Manager is authorized to appoint City staff pursuant to the City Code of Riverbank ("City Code") section 31.03(H)(12).
- D. The Parties wish to enter into a new employment agreement as Employee wishes to continue her employment with the City, and the City wishes to continue Employee's employment with the City as Director of Parks and Recreation.
- E. The Parties agree that this Agreement shall be the sole agreement between the Parties regarding the employment of Employee as Director of Parks and Recreation and replace any previous employment relationships and benefits previously conferred on the Director of Parks and Recreation.
- F. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of California Government Code ("Government Code") sections 36505 and 53260 *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above ("Recitals") are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 10 of this Agreement, Sections 1 through 10 will prevail.

Section 2. Effective Date. This Agreement shall become effective once executed by both the City and Employee (“Effective Date”).

Section 3. Appointment of Director of Parks and Recreation, Duties, and Term.

Section 3.1. Appointment of Director of Parks and Recreation and Duties. Employee shall serve as the Director of Parks and Recreation of the City, and shall be vested with the powers, duties, and responsibilities set forth in City Code, California law, ordinances, and resolutions, and such other duties and functions as the City Manager may from time-to-time assign.

Section 3.2. No Secondary Employment. Employee agrees to devote all of her productive time, ability, and attention to the City’s business to the fullest extent necessary to perform her duties and responsibilities to the satisfaction of the City. During the Term, as defined in Section 3.5 of this Agreement, Employee shall not hold secondary employment or engage in activities which conflict with, or present the appearance or possibility of conflicting with, City’s legitimate business interests. As such, Employee agrees that Employee will notify the City Manager in writing if Employee wishes to accept secondary employment, so the City Manager may determine whether there is the appearance of or an actual conflict, or potential conflict, with the satisfactory performance of Employee’s Duties and/or the best interest of the City. Employee shall not hold secondary employment, subject to any exceptions approved in writing by the City Manager; provided, however, that Employee has the right to volunteer for such nonprofit organizations as she may see fit and further provided that such volunteer services shall not interfere with Employee’s duties as Director of Parks and Recreation on behalf of the City.

Section 3.3. Exempt Employee. The general business hours for City employees are Monday through Friday, 7:30 a.m. to 5:30 p.m. However, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 *et seq.*). Employee shall not receive overtime or extra compensation for hours worked outside of the City’s general business hours, which are necessary to fulfill the duties of the Director of Parks and Recreation position, unless otherwise provided in this Agreement.

Section 3.4. Schedule. The Director of Parks and Recreation’s daily and weekly work schedule shall vary in accordance with the work required to be performed. The Director of Parks and Recreation position may include frequent attendance at evening meetings and frequent irregular hours as necessary to meet deadlines and achieve objectives. The City Council and the City Manager recognize that the Director of Parks and Recreation must devote a great deal of her time outside normal office hours to business of the City and, to that end, will be allowed to take Executive Leave, as defined in Section 5.11 of this Agreement, as she shall deem appropriate during said normal office hours.

Section 3.5. Term. The term of this Agreement shall commence on the Effective Date and shall expire on December 29, 2023. (“Term”). No later than three (3) months prior to the expiration of the Term, the City Manager shall provide written notice to

Employee as to whether the City Manager intends to extend the Term. Termination of this Agreement prior to the expiration of the Term shall be in accordance with Section 6 below.

Section 4. At-Will Employment. Employee is an at-will employee serving at the pleasure of the City Council and City Manager, as provided in Government Code section 36506 and City Code section 31.01. Accordingly, the City Manager may terminate Employee's employment and this Agreement at any time, with or without cause. Only if Employee is terminated by the City without Good Cause, as defined in Section 6.3 of this Agreement, shall Employee be entitled to a Severance, as defined in Section 6.3 of this Agreement.

Section 5. Compensation and Evaluations.

Section 5.1. Base Salary. City currently pays Employee an annual salary of One Hundred Thirty-Two Thousand Four Seventy-Two and Twenty Cents (\$132,472.20) ("Base Salary"), payable in installments at the same time the other City employees are paid.

Employee shall receive a cost of living increase ("COLA") in the amount of seven percent (7%) to be effective the pay period beginning September 23, 2022 bringing the updated base salary to One Hundred Forty One Thousand Seven Hundred Forty Five and Thirty Two Cents (\$141,745.32). Employee shall not receive a COLA in 2023.

Section 5.2. Pro-rata Decrease. Employee acknowledges that the Base Salary may be subject to a pro-rata decrease based on the City Council's adoption of an unpaid Mandatory Furlough Program adopted as a budgetary measure.

Section 5.3. Review and Evaluation. The City Manager agrees to review and evaluate Employee's performance of her duties as Director of Parks and Recreation, pursuant to the terms of this Agreement ("Review and Evaluation"), on not less than an annual basis and to provide Employee with a written performance review. The annual Review and Evaluation shall be conducted in November of each year, or at the City Manager's discretion. If Employee does not receive a performance evaluation of at least "Satisfactory", Employee may appeal to the City Council for a new performance evaluation.

Section 5.4. Healthcare Benefits. Employee shall receive healthcare benefits under the same terms and conditions as provided to employees under Section 7.01 the 2022-2025 Municipal Employee Association MOU during the Term of this Agreement.

Section 5.5. Life Insurance. City will provide Employee with life insurance in the amount of Fifty Thousand Dollars (\$50,000).

Section 5.6. Deferred Compensation. City shall establish and maintain a deferred compensation plan and pay the sum of Twenty-Five Dollars (\$25.00) each pay period on behalf of Employee into said deferred compensation plan. City will also match Employee's contribution to the deferred compensation plan in an amount not to exceed Twenty-Five Dollars (\$25.00) each pay period. City will also contribute One Hundred Ten Dollars and

Sixteen Cents (\$110.16) each month to the Union Pension Retirement Fund. Employee shall receive any adjustment to this program granted to all other City Department Heads.

Section 5.7. Retirement. City shall pay the employer cost of participation in the California Public Employees Retirement System (“CalPERS”). Employee will be enrolled in the CalPERS 2% @ 55 Classic plan. Employee shall pay the seven percent (7%) employee contribution.

Section 5.8. Vacation. Employee shall be entitled to five (5) weeks (200 hours) of vacation annually. Employee may not accumulate more than four hundred hours (400) of vacation leave.

Section 5.9. Sick Leave. Employee shall earn sick leave at the rate of one (1) working day for each month of service.

Section 5.10. Holidays. Employee shall be entitled to observe, with pay, the thirteen (13) observed holidays as outlined in the City’s Personnel Rules.

Section 5.11. Executive Leave. It is recognized that Employee must devote a great deal of time outside the normal office hours to City business. To that end, Employee shall receive ninety-six (96) hours of executive leave (“Executive Leave”) at the beginning of each fiscal year, sixteen (16) of which may be cashed out if not used. Any unused Executive Leave expires on the June 30 of each fiscal year.

Section 5.12. City Vehicle. Employee may have the use of a City vehicle for travel on all City-related business.

Section 5.13. Professional and Educational Development. City agrees to budget for reasonable costs of travel and business expenses for Employee to attend professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for the City, including, but not limited to, annual conferences of the League of California Cities, and such other regional and local government groups and committees thereof on which Employee serves as a member, provided such travel and business expenses are included within the annual budget. City agrees to pay Employee’s annual membership dues to professional organizations that benefit the Employee and the City as designated and approved in the final budget.

Section 5.14. Longevity Benefits. Longevity Pay is to recognize long-term employees of the City and designed to provide eligible employees compensation in addition to their regular Base Salary. Employee shall be eligible for longevity pay under the criteria in the Personnel Rules and Regulations as follows:

<u>Years of Continuous Service</u>	<u>Longevity Pay Rate</u>
13 but less than 20	5% of Base Salary
20+	additional 2.5% of Base Salary (total of 7.5%)

The maximum longevity pay increase employees can receive during the term of their employment with the City is seven and a half percent (7.5%). Longevity pay compensation shall be effective the first full pay period following Employee's meeting the eligibility criteria.

Section 6. Termination of Employment and Severance.

Section 6.1 Voluntary Resignation. Employee may resign at any time and agrees to give the City at least thirty (30) days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full time public service with the City, Employee shall provide three (3) months advance written notice. Employee's actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation or retirement, the City shall pay to Employee all salary and benefit amounts, both accrued and owing, under this Agreement. In the event of voluntary resignation or retirement, Employee shall not be entitled to Severance, as set forth in Section 6.3 of this Agreement.

Section 6.2. Termination by City Manager. The City Manager may terminate this Agreement and remove Employee from her position as Director of Parks and Recreation at any time with or without cause and with or without notice, subject to ratification by the City Council. If Employee's termination is based on charges of misconduct that publicly stigmatizes Employee's reputation or impairs her ability to earn a living, or might damage her standing in a community, Employee may, within five (5) business days of the City Manager's notice to Employee of his or her intent to terminate Employee's employment, make a written request for a "name-clearing" hearing (as described in *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340 and its progeny) before the City Council. The "name-clearing" hearing is solely to provide Employee the opportunity to clear her name. The hearing shall take place at a regularly scheduled City Council meeting or closed session in accordance with the City's Municipal Code, Personnel Rules, or standard practice, if applicable, and any applicable provisions of state law. The City Council may determine whether the allegations contained in the notice of termination are supported. If the City Council determines that the allegations are not supported, a decision shall be issued to reflect that Employee's termination was without fault. This decision will not, however, require that Employee be reinstated to. In the event Employee does not request a "name-clearing" hearing before the City Council, the City Manager's decision to terminate will be effective by the close of business on the fifth (5th) day after the City Manager provided notice to Employee of his or her intent to terminate Employee's employment.

Section 6.3. Termination Without Good Cause. In the event the City terminates this Agreement without Good Cause, as defined in Section 6.4 below, the City shall pay Employee a sum equal to four (4) months Base Salary ("Severance"). This Severance is

subject to the restrictions of Government Code section 53260. Any cash settlement related to the termination of this Agreement received by Employee from the City, shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of her office or position while employed with the City, pursuant to Government Code section 53243.2. Severance shall be paid in the same manner as to other City employees unless otherwise agreed to by the City and Employee. In the event the City terminates this Agreement, Employee shall be entitled to continued medical and dental benefits at her own cost, pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act (“COBRA”).

Section 6.4. Termination For Good Cause. The City may at any time immediately terminate this Agreement for Good Cause, as defined below. If Employee is terminated for Good Cause, the City shall not be required to pay any Severance under this Agreement, and the City shall have no obligation to Employee beyond those benefits accrued as of Employee’s last day of employment and those the City is obligated to provide under federal or state law.

“Good Cause” for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of City;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
5. Mismanagement;
6. Non-performance of duties;
7. Any conduct which violates the City’s Personnel Rules and for which a City employee may be terminated;
8. Repeated and protracted unexcused absences from the Director of Parks and Recreation’s office and duties;
9. Willful destruction or misuse of City property;
10. Conduct that in any way has a direct, substantial, and adverse effect on the City’s reputation;
11. Willful violation of federal, state or City discrimination laws;

12. Continued substance abuse which adversely affects performance of Employee's duties as the Director of Parks and Recreation;
13. Refusal to take or subscribe any oath or affirmation which is required by law; or
14. Disability that renders Employee unable to perform the essential functions of her job, which City is unable to reasonably accommodate without placing an undue burden on City;
15. Dishonesty; and
16. Engaging in other employment or activities which conflict with, or present the appearance or possibility of conflicting with, City's legitimate business interests.

Notwithstanding any provision in this Agreement to the contrary, the City Manager may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

Section 7. Indemnification. The City shall defend, hold harmless, and indemnify Employee against any tort, personnel, civil rights, or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director of Parks and Recreation in accordance with California's Tort Claims Act (Government Code section 825 *et seq.*), and shall provide a defense to Employee in accordance with Government Code sections 995-996.5. The City may decline to defend or indemnify Employee only as permitted by the Government Code. The City may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment; provided, however, that the City's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event the City provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse the City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.4.

Section 8. Bonding. City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 9. Notices. Any notice or communication required hereunder between the City and Employee must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical

10.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

10.4. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

10.5. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

10.6. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

10.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

10.8. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

10.9. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

10.10. Venue. Venue for all legal proceedings shall be in the Superior Court in and for the County of Stanislaus in the State of California.

10.11. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been entered into by and between
EMPLOYEE and CITY as of the date of the Agreement set forth above.

CITY:

City of Riverbank, a municipal corporation
of the State of California

By: _____
Marisela H. Garcia, City Manager

Date Signed: _____

By: _____
Gabriela Hernandez, City Clerk

Date Signed: _____

Approved as to Form and Content:

By: _____
Thomas P. Hallinan, City Attorney

EMPLOYEE:

By: _____
Sue Fitzpatrick, an individual

Date Signed: _____

RIVERBANK CITY COUNCIL / APPEALS BOARD

AGENDA ITEM NO. 10.1

SECTION 10: PUBLIC HEARING

Meeting Date:	October 25, 2022
Subject:	Appeal Hearing for a City Issued Code Violation of Building Section 153.033 (B) (3)- R-1 Fence Requirement
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk

RECOMMENDATION

It is recommended that the City Council consider the appeal request and any evidence presented by City Staff and the Appellant to determine and declare (by minute order) whether to uphold or reverse the Notice of Violation and related Administrative Citation issued by the City for violation of the Riverbank Municipal Code Section 153.033 (B) (3).

INTRODUCTION

Administrative citations are issued by City staff primarily to gain compliance with State or Municipal Codes and regulations in a timely and efficient manner, as well as to protect the public health, safety, and welfare of its citizens. In addition, it provides a method to hold parties responsible when they fail or refuse to comply with these provisions; it minimizes the expense and delay of pursuing compliance through the civil or criminal justice system; and allows the City to partially recover its costs to bring the responsible party into compliance.

BACKGROUND

No Public Notice is required for this Public Hearing.

The following appeal request is scheduled to be considered by the City Council:

CIT. #	NAME	DATE OF CITATION	RIVERBANK MUNICIPAL CODE	OFFENSE	FINE	VIOLATION
2022-0906	Kimberly Davidson	08/15/22	Building Section 153.033 (B) (3)	1st	Corrective Action	R-1 Fence Requirement (City Staff Reported)

The City Clerk received an appeal request for Notice of Violation and related corrective action citation issued to the resident. A timely notice of an appeal hearing scheduled for Tuesday, September 20th, 2022, at 7:00 p.m., or soon thereafter, before the Appeals Board was emailed and mailed via US Postal Service by the City Clerk, with additional follow up emails conducted to ensure the Appellant appeared for the hearing. On the evening of the hearing, the Appellant and city staff presented their case and evidence before the Appeals Board. After deliberation, the Board declared the citation and related corrective action upheld.

In accordance with policy, an Appellant has the opportunity to appeal the decision made by the Appeals Board to the City Council. As required, a notice of the hearing scheduled for October 25, 2022, at 6:00 p.m., to appear before the Council was emailed and mailed via US Postal Service to the Appellant on Tuesday, October 18th, by the City Clerk. Confirmation by the Appellant of receipt of the notice, and to appear at the hearing was received by the City Clerk via email.

The City Council is the final authority to consider this matter. Council's final action to declare whether the citation is upheld or reversed (i.e., dismissed) will stand, and a formal letter to the Appellant will be mailed soon thereafter to confirm the final decision.

FINANCIAL IMPACT

If the appeal request is granted, the City of Riverbank will allow the appellant to maintain her Fence as is, with no corrective action needed. If the appeal request is denied, the appellant will have 30 days to correct the Fence Requirement violation as stated and described by city Staff. If the appellant does not correct the violation within 30 days, a fine in the amount of \$100 dollars per day will be issued until the violation is corrected. Although the fine is established with the intent of being punitive, in the hope that it will deter building infraction activity, the fine amounts collected do go toward partially offsetting the significant cost that has been expended in enforcing this ordinance. The net effect of the ordinance enforcement as a whole is a negative budget impact as is the case with many code enforcement activities. In general, full cost recovery is not typically achievable when compliance (and not revenue) is the core goal of code enforcement.

ATTACHMENTS

1. Reference copy of RMC Building Section 153.033 (B) (3)
2. Appellants Statement
3. Photograph Evidence

§ 153.033 BUILDING REQUIREMENTS.

(A) *Height limit.*

(1) For dwellings and other main buildings, including accessory dwelling units – 35 feet.

(2) For accessory buildings and structures:

(a) Sheds: A subordinate structure or building used primarily for storage purposes, of a height no greater than 15 feet and the total square footage of which does not exceed 120 square feet. Sheds that exceed 120 square feet shall require a building permit;

(b) Gazebos 15 feet: An accessory building consisting of a detached, covered, free-standing, open-air structure not exceeding 300 square feet; and

(c) Skate ramps (half-pipes and similar structures):

1. For purposes of this section, **HALF PIPE** means a smooth-surfaced outdoor structure shaped like a trough and used in gravity extreme sports such as skateboarding, freestyle BMX, or in-line skating. Portions of the half-pipe may be located below ground, but in no case shall any portion of the half-pipe exceed four feet in height above ground level excluding hand rails. If a change in elevation has occurred since the original construction of the dwelling unit, for example a dirt pad constructed, the height of the half-pipe excluding hand rails shall be two feet less than the top of a surrounding six foot privacy fence.

2. Ramps shall be constructed with sound- dampening materials such as insulation, foam-board sheathing, rammed earth, and similar. Consistent with the general plan's noise element, the recurring impulse noises created by ramps shall not exceed 55 dBA between the hours of 7:00 a.m. and 10:00 p.m. or 40 dBA between 10:00 p.m. and 7:00 a.m. Noise measurements shall be taken at a side or rear property line.

(B) No fence (excluding wire fences and non-solid fences which do not limit visibility as determined by the Planning Director) shall be constructed in excess of eight feet in height within any side or rear yard, except fences within the side or rear yard which enclose electrical substations which may be constructed to the heights required by law.

(1) *Architectural accent fences.* Small architectural accent fences within the required ten foot front yard setback, are allowed to be constructed no higher than three feet out to the back of the sidewalk. They shall be constructed and maintained so to be harmonious with the neighborhood. In no case may a utility meter be enclosed. Fences shall remain a minimum of three feet from all sides of a fire hydrant.

(2) *Front yard courtyards.* Courtyard is defined as an uncovered area partly or wholly enclosed by buildings or walls and used primarily for supplying access, light, and air to the dwelling. Walls shall not enclose more than two sides of the courtyard. Courtyard walls shall be no higher than four feet six inches. Front yard courtyard fences shall be constructed of material and colors consistent and complementary to the design of the main structure. Courtyards shall be determined by the Community Development Director and it is recognized that not all dwelling types will have a courtyard. Courtyard fences shall be located no closer than 13 feet behind the front property line.

(3) *Solid fences, walls, hedges and retaining walls.* Solid fences, walls, hedges and retaining walls not more than seven feet in height may occupy any required yard or other space, except that fences, walls, hedges and retaining walls shall be no higher than three feet when located in the required front yard setback area, in the required setback areas along the side street of a corner lot and along the rear or side lot line of a reversed corner lot where it abuts the front yard of the adjoining key lot. Walls and retaining walls over four feet in height require engineering and a permit.

(4) *Corner lots.* Within the front or street side yard of a corner lot in any district there shall be no solid fence, wall or hedge height greater than three feet nor any obstruction other than a post, building column or tree not more than two feet in diameter, between the height of three feet six inches and ten feet above the top of the curb, or if no curb exists, above maximum street grade.

(5) *Transparent fences.* Notwithstanding any other regulation herein, fences with 90% transparency no higher than four feet may occupy the required front setback area along the side street of a corner lot and along the rear or side lot line or a reverse corner lot where it abuts the front yard of the adjoining key lot. Vision through the fence shall remain totally unobstructed at all times.

(6) *Fence height.* The height of a fence shall be measured from the higher property elevation.

(7) *Sight distance triangle - obstructions.* No obstruction to view in excess of three feet in height shall be placed in any corner or reverse corner lot within a triangular area formed by the extension of the lot line to a point of intersection and a line connecting them at a distance of 30 feet to said intersection. Except for natural land formations, a sight distance triangle for a driveway with a distance of ten feet from back of sidewalk towards the dwelling and ten feet along the sidewalk in either direction shall be maintained free of obstructions in excess of three feet in height.

(8) *Fence permits.* A fence permit, issued by the Community Development Department shall be obtained prior to the erection of any fence over six feet in height within the city.

(Ord. 87-11, passed 7-27-87; Am. Ord. 2004-001, passed 6-14-04)

(C) *Yards and open spaces required.*

(1) Front yard and side yard of a corner lot - not less than ten feet from the planned right-of-way line provided that no vehicle opening of any building is closer than 20 feet to the property line or planned right-of-way line toward which the opening faces. Corner lot driveways shall not be located on the half of the lot frontage nearest the radius return, or closer than 20 feet to said radius return.

(2) Side or rear yard when lot abuts an arterial - ten feet.

(3) Side or rear yard, interior lots all other cases - five feet.

(4) Detached accessory buildings - six feet from any other buildings.

(5) A detached accessory building or structure other than a covered patio as defined herein, may not occupy more than 50% of a required rear yard, subject to the following requirements:

(a) Within an "R" District, no detached accessory building shall be closer than six feet to the main building, exclusive of roof covering.

(b) Within the R-1 District, no skate ramp (half-pipes and similar structures) shall be closer than 12 feet to any property line and a minimum of six feet from other structures.

(Ord. 90-01, passed 1-22-90; Am. Ord. 2004-001, passed 6-14-04)

(D) *Lot coverage.* No more than 50% of the lot may be covered by buildings.

(E) *Off-street parking.* As required in § 153.184 of this chapter.

(F) *Minimum building size.*

(1) Single-family dwellings and mobile homes – 900 square feet.

(2) All other uses - no minimum size.

(G) *Building site area and density required.*

(1) Maximum permissible density is eight dwelling units per net acre.

(2) Minimum area - 6,000 square feet.

(3) Minimum width, interior lot – 55 feet.

(4) Minimum width, corner lot – 65 feet.

(5) Minimum depth – 100 feet unless otherwise approved by the Planning Commission or City Council, whichever is the final decision-making body. Plot plans of lots for which less than the minimum depth is requested, may be required to ensure that the lot is usable for residential purposes.

(Ord. 87-11, passed 7-27-87)

(H) *Open space requirements.* All multiple residential uses of two or more dwelling units on one lot shall provide a fenced playground (or other open space in the case of an adult-only facility) of at least 50 square feet per unit with a minimum area of 300 square feet provided regardless of the number of units. This area shall not be a lineal open space but should have a width to depth ratio not exceeding one to two (1:2). Except in very large complexes (more than 50 units) this required open space shall be in one location.

(1) Allowed uses include playgrounds, walking and biking paths/trails, picnic areas, and community flower and vegetable gardens.

(2) Open space can be managed by a third party using land trusts or conservation easements.

(`67 Code, § 10-3-4) (Ord. 2004-001, passed 6-14-04)

(I) *Landscape areas.* No more than 50% of a residential front yard shall be paved and no more than 50% of a rear yard shall be paved. An interior side yard may be paved if a minimum of one foot is left unpaved along the side property line.

(J) *Driveways.* The minimum distance between approaches serving the same parcel of land shall be 20 feet. The minimum setback of a driveway to a side property line is five feet and from a dwelling unit three feet.

(Am. Ord. 2017-010, passed 10-24-17; Am. Ord. 2018-005, passed 8-28-18)



CITY OF RIVERBANK APPEAL HEARING REQUEST FORM

(FOR GENERAL USE — NOT FOR WATER USE VIOLATIONS)

Date Stamp (received) and Staff initials:

RECEIVED
SEP 28 2022

BY: *CE*

Prepayment of fine not required

TO FILE: 1.) Read Pages 2 and 3 - Important deadlines and information of the appeals process; 2.) This form must be hand-delivered or mailed with any required payment/deposit to the City Clerk; emailed forms will only be accepted if the required payment/deposit is made prior to the deadline; and 3.) You may attach additional pages or any evidence for consideration.

(PLEASE PRINT LEGIBLY) **SUBMIT ONE (1) APPEAL REQUEST FORM FOR EACH CITATION YOU WANT TO APPEAL.**

☒ I have attached a full and complete copy (front and back) of the citation I wish to appeal.

Appealing to the: ☐ Appeals Board ☒ City Council (only mark if Appeals Board hearing has first occurred.)

Are you the property owner of where the violation occurred? ☒ Yes ☐ No If No, provide the name, and contact information of the property owner _____

Citation # 2022-0906 Date of Citation: 8-15-2022 Fine Amount: \$ 100.00

Address where violation occurred (indicated on citation): 3106 High St. Riverbank, CA 95367

First Name: Kimberly Last Name: Davidson

Your Mailing Address: 3106 High St. Riverbank, CA 95367

Contact Phone # [REDACTED] Email: [REDACTED]

(For expedient communication, a valid email address is important.)

REASON FOR CITATION: Fence violation

WHAT ARE YOUR REASON(S) FOR APPEALING?

- Extenuating circumstances - The fence prevents vehicles (with drivers) from using my property as a roadway.
- City did not respond to Underground Service Alert. Had they responded, the issue could have been resolved before installation.

WHAT FACTS SUPPORT YOUR REASON(S) FOR CHALLENGING THE CITATION? (ATTACH ADDITIONAL SHEETS AS NEEDED.)

I registered with the Underground Service Alert 3-25-22 before digging and installing fence, over 4 1/2 months before the work started. City did not respond. It was their job to respond. That was the time to advise me of the ordinance and voice any objections.

If the city of Riverbank wants the fence altered now, they will do so at their expense using my contractor.

I certify that the above statements and any attachments provided are true and correct to the best of my knowledge. I understand any final decision and any fine(s) or costs imposed is/are due and payable upon the final decision ordered by the Appeal Board or City Council.

Signature: Kimberly Davidson
(Signature required)

Date: 9-26-2022

REASONS FOR APPEALING

- 1) I am not in violation of this code (B).
- 2) Extenuating circumstances.
- 3) Removing the fence will endanger my residence, its inhabitants, and pedestrian and vehicle traffic.
- 4) Financial hardship.
- 5) A disabled adult in household.
- 6) This citation is discriminatory.

REASONS FOR CHALLENGING THE CITATION

- 1) I am not in violation of this code: Muni Code 153.033 (B) reads "(excluding wire fences and non-solid fences which do not limit visibility as determined by the Planning Director)". My fence meets all exclusion requirements.
- 2) Extenuating circumstances: I do not understand section 3 in its entirety. Perhaps I am in violation of this code but I plead extenuating circumstances and ask that the fence remain in place. This property is on a main thoroughfare. State highway 108 and county route J7 meet approximately 50 yards from my house. This is a high traffic area including big rigs carrying freight. The location of this property invites constant trespassing, theft, vandalism, camping by the homeless, drinking of alcoholic beverages, parking of vehicles, driving of vehicles through my yard, auto accidents on my property, etc.

A little history: My home was moved from Modesto to this corner lot in 1958 when the population of this town was about 20,000 less than today. I grew up in this house. Back then we had problems but not to the extent and frequency I have now. Although I do recall a drunk driver crashing into our kitchen wall when I was in high school and also tagging of our wooden fence even back then.

I returned to my childhood home 30 years ago and since then I have had one burglary, numerous thefts, 5 times that a vehicle has crashed into my fence and ended up in my yard (5 times that I can recall). One time it was a city vehicle - one of yours. 2 times that a vehicle has turned right onto High street and hit my car. One of my cars was vandalized to the point of a total loss. This was done by a couple of guys having "fun" with baseball bats. And yes, I called the police. I have had people camp on the side yard that is in dispute. I found a campfire they had built underneath my redwood tree within feet from my wood structure home and the fuel tanks at the gas station. I have picked up and cleaned up every kind of garbage imaginable but

human feces. (been spared that so far) And once when I wouldn't let a consumer of the Wine and Cheese Festival use my bathroom, he sprayed the side of my house. When we had storms in this valley, the wind blew my wooden fence over several times. My front sidewalk is damaged because a truck drove over my front lawn and clipped my sidewalk. People buy liquor at the Shell mini-mart, then sit on my property to drink it since the law won't allow them to drink it at the mini-mart.

I live on a .26 acre lot. I am a 68 year old woman with health issues and without partner support. I have done my best to maintain this property but it is a bit much. The last time my fence was damaged, I left it on the ground. Weed abatement is constant and futile. This very visible corner had become an eyesore. I was determined to clean it up and provide some measure of security to my residence. This is my responsibility and my right.

I laid gravel over the weeds - \$4,500. It's neat, clean and low maintenance. BUT, now cars are parking on the gravel and also driving through it. They leave the road, bypass other cars and come onto my property. So I built the fence - \$15,000.

3) I think the extenuating circumstances explain why removing the fence "will endanger my residence, its inhabitants, and pedestrian and vehicle traffic". When - not if - a pedestrian or vehicle accident occurs on my property, someone may be injured or worse. I will likely be sued. I will then sue the city.

I have made the city aware of the hazards of traffic using my property as a road. They have said they will do nothing about it. But they will not allow me to do anything about it either. Both federal and state law guarantee my right to protect and secure my property. The fence I erected does make it safer.

The graveled area is now enclosed. The fence clearly marks this as private property and not to be used as a road. The fence also impedes the speed of a moving vehicle when it hits the fence thus providing the residents some protection from injury. It is a cyclone fence and does not impede visibility. I will not be planting hedges or plants of any kind. And the eyesore is now neat, clean, low maintenance and safer for all.

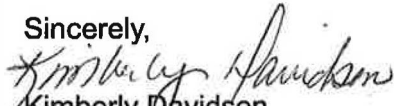
4) Financial hardship: I am a senior woman living on a retirement pension of less than \$20,000 a year. My federal tax filings will show this. I am the primary support of my household. My adult disabled son lives with me. I am his sole care provider. Laying gravel and erecting the fence were a huge financial sacrifice. Replacing the fence is not a financial option. I simply do not have the money to put up a new fence. And this property needs a fence.

5) My adult disabled son has several diagnoses including autism. He is intellectually, emotionally and mentally impaired. This fence provides a clear boundary to him which he needs. It also decreases his anxiety because it decreases the invasive incidents to my property. (It also decreases my anxiety as well as the time, energy and money I spend dealing with these incidents). This fence signifies security and protection to him. It truly is a matter of mental health and safety.

6) This citation is discriminatory: Why did I receive a citation when my neighbors on the other corners did not? They are in violation as well. One of those fences is only a year or two old. I did a quick drive through town and saw too many properties to count with fencing violations. I will be sure to do a more careful perusal in order to provide resident addresses to the city planning dept. so they may issue citations upon receiving my written complaints.

In closing, I had a situation that posed numerous hazards to myself, my family and the public. I also have a very visible property whose side yard was an eyesore. I am one of the first properties one sees when entering Riverbank from County J7. I made my property safer, neater and more attractive. My intentions were good and the results a huge improvement to my property and the community. I ask that the fence be allowed to remain and the citation removed. I encourage all parties of this judgment to view the disputed fence before making your final decision. Thank you.

Sincerely,


Kimberly Davidson

8-29-22

9-21-22

USA North 811 Confirmation for Ticket X208400339-00X

From: notification@usan.org

To: [REDACTED]

Date: Friday, March 25, 2022 at 08:42 AM PDT

EMLCFM 03407X USAN 03/25/22 08:42:41 X208400339-00X NEW NORM POLY LREQ

Ticket: X208400339 Rev: 00X Created: 03/25/22 08:42 User: CMH Chan: CSR

Work Start: 03/29/22 17:01 Legal Start: 03/29/22 17:01 Expires: 04/22/22 23:59
Response required: Y Priority: 2

Excavator Information

Company: P/O DAVIDSON

Co Addr: 3106 HIGH ST

City : RIVERBANK

State: CA Zip: 95367

Created By: KIMBERLY DAVIDSON

Language: ENGLISH

Office Phone: [REDACTED] SMS/Cell:

Office Email: kimberlydavidson@usan.org

Site Contact: CALLER

Site Phone: 209-689-4075

Site SMS/Cell:

Site Email:

Excavation Area

State: CA County: STANISLAUS

Place: RIVERBANK

Zip: 95367

Location: Address/Street: 3106 HIGH ST

: X/ST1: 1ST ST

: WORK THE BACK AND THE 1ST ST SIDE OF PROPERTY

Delineated Method: CHALK, WHITE PAINT

Work Type: INSTALL FENCE POSTS

Work For : SAME

Permit:

Job/Work order:

1 Year: N Boring: N Street/Sidewalk: N Vacuum: N Explosives: U

Lat/Long

Center Generated (NAD83): 37.738814/-120.938854 37.738815/-120.938501

: 37.738470/-120.938853 37.738471/-120.938500

Excavator Provided:

Map link:

https://newtin.usan.org/newtinweb/map_tkt.nap?TRG=D1Dn9v3r0vzDcB8-f

Members:

CHATVR CHARTER COMMUNICATIONS - TURL	Jason Moore	805-748-8725
	JASON MOORE	805-748-8725
COMNCA COMCAST - NORTHERN CALIFORNIA	UTILIQUEST24/7 SUPPORT	323-342-5552
	CAL XOC - Anyone	888-824-8219
COSTAN COUNTY OF STANISLAUS	Casey Roberts	209-499-3989

CTYRIV CITY OF RIVERBANK	EMERGENCY	209-495-3663
	Daren Martin	209-968-4685
	For emergencies	209-968-4685
LEVICAL LEVEL 3 COMMUNICATIONS - CALI	Specialist	877-366-8344
	CABLE PROTECTION MANAG C	877-366-8344
MODDOM MODESTO IRRIGATION - DOMESTIC	Name not available	209-557-1529
	For emergencies	209-526-8222
MODELE MODESTO IRRIGATION - ELECTRIC	Name not available	209-557-1529
	For emergencies	209-526-8222
MODFIB MODESTO IRRIGATION - FIBER	Name not available	209-557-1529
	For emergencies	209-526-8222
MODIRR MODESTO IRRIGATION - IRRIGATI	Name not available	209-557-1529
	For emergencies	209-526-8222
PACBEL PACIFIC BELL	Damage Prevention	510-645-2929
	Damage Prevention	510-645-2929
PGEMDO PGE DISTRIBUTION - MODESTO	Bradley White	408-940-2197
	EMERGENCY	800-743-5000

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FREE 811 Safe Digging Education and Training:

For FREE safe digging education and training, visit www.811pro.com. At 811 Pro, you can take our FREE virtual excavator safety course that covers all aspects of the 811 process, and state law requirements. Additionally, you can access and download other safe digging resources that will ensure you follow all the necessary steps and stay safe on your jobsite. Visit www.811pro.com for more information, and to sign up for our FREE virtual excavator training class.

Submit Your Request Online with E-Tickets:

85% of the contractors and excavators submitting tickets today are doing so online through our E-Tickets platform. It not only is saving them time and money, but allows us to keep our 811 phone lines open for damages, emergencies, curious homeowners, and new contractors who need help with the system. With your E-Ticket account you can submit any ticket you have, submit Renew or Re-mark requests, and have access to a stellar team of Web Operations Specialists who are available to help walk you through any questions or issues you might have. For more information on E-Tickets visit usanorth811.org and click the orange "Get Started" button on the top right corner of the page.

Legal Start Information:

You cannot begin digging until each facility owner has responded to your request and it has passed the legal start date and time on your request. If you wish to begin sooner than the legal date and time indicated on your ticket, you must contact each facility operator individually to request that they respond sooner. You must begin digging no later than 14 calendar days after your ticket was created. Phone numbers for the relevant facility operators are listed at the bottom of your ticket.

Missing a Response from a Utility Member Listed on Your Ticket?:

If the legal start date and time has passed and a facility operator has not marked an underground facility at the dig site, state law requires that you process a No Response notice to your ticket. This can be done online through the E-Ticket program at www.usanorth811.org or by calling 811.

Your Ticket Is Only Valid for 28 Calendar Days:

Your ticket will automatically expire 28 calendar days after the date of creation. If you need to continue digging beyond that date, state law requires that you renew your ticket before the expiration date. If the utility markings at your site are no longer clearly visible, you must request a re-mark. Re-mark requests must be submitted at

USAN EMLCFM 2022/03/29 #15062X X208400339-00X NORM RESP LREQ

From: notification@usan.org

To: [REDACTED]

Date: Tuesday, March 29, 2022 at 05:30 PM PDT

EMLCFM 15062X USAN 03/29/22 17:30:56 X208400339-00X NEW NORM POLY LREQ

Ticket: X208400339 Rev: 00X Taken: 03/25/22 08:37 AM

State: CA County: STANISLAUS Place: RIVERBANK

Address : 3106 HIGH ST

Utility	Description	Response
CHATVR	CHARTER COMMUNICATIONS - TURLO	03/25/22 10:03 AM 001
	CLEAR - NO CONFLICT	
COMNCA	COMCAST - NORTHERN CALIFORNIA	03/25/22 10:01 AM 001
	CLEAR - NO CONFLICT	
COSTAN	COUNTY OF STANISLAUS	03/29/22 05:30 PM 999
	Utility has not provided 811 center with information to be displayed	
CTYRIV	CITY OF RIVERBANK	03/29/22 05:30 PM 999
	Utility has not provided 811 center with information to be displayed	
LEVCAL	LEVEL 3 COMMUNICATIONS - CALIF	03/25/22 09:17 AM 001
	CLEAR - NO CONFLICT	
MODDOM	MODESTO IRRIGATION - DOMESTIC	03/28/22 06:59 AM 001
	CLEAR - NO CONFLICT	
MODELE	MODESTO IRRIGATION - ELECTRIC	03/28/22 06:59 AM 001
	CLEAR - NO CONFLICT	
MODFIB	MODESTO IRRIGATION - FIBER	03/28/22 06:59 AM 001
	CLEAR - NO CONFLICT	
MODIRR	MODESTO IRRIGATION - IRRIGATIO	03/28/22 06:59 AM 001
	CLEAR - NO CONFLICT	
PACBEL	PACIFIC BELL	03/25/22 09:30 AM 001
	CLEAR - NO CONFLICT	
PGEMDO	PGE DISTRIBUTION - MODESTO	03/29/22 03:00 PM 010
	LOCATE AREA MARKED	

Appeal Hearing
Payment

City of Riverbank
6707 Third St
Riverbank CA 95367 (209) 863-7109

Receipt No: 1.079871 Aug 29, 2022

KIMMERLY DAVIDSON

Misc
CITATION 2022-0906 25.00

Total: 25.00

Check
Check No: 547 25.00
Total Applied: 25.00

Change Tendered: .00

08/29/2022 12:43 PM



City Of Riverbank Development Services Department

Planning Division Building Division Neighborhood Improvement Division

6707 Third Street, Riverbank CA 95367

(209) 863-7190 Fax (209) 869-7126

August 15, 2022

DAVIDSON KIMBERLY
3106 HIGH STREET
RIVERBANK CA 95367

Notice #: 2022-0906

Notice Type: Zoning

Location: 3106 HIGH ST

APN: 132-003-028

SUBJECT: 3106 HIGH ST-Case#2022-0906.

Dear DAVIDSON KIMBERLY

On occasions it is brought to the City's attention of situations that may be contrary to adopted rules and regulations. Our department has received a complaint and/or we have observed violations that may exist on your property at the subject address.

<u>Muni Code</u>	<u>Violation</u>	<u>Corrective Action</u>	<u>Date Completed</u>
RCC 153.033 (B)(3)	R-1 FENCE REQUIREMENT	ALL FENCES, WALLS, HEDGES AND RETAINING WALLS MUST MEET HEIGHT AND SETBACK REQUIREMENTS/ 10' SET BACK FROM SIDEWALK REQUIRED.	OUTSTANDING

The City is requesting your cooperation in order to confirm that your property is in compliance with rules and regulations. Please call our office within 5-7 days from the date of this notice to arrange an inspection. Failure to contact our office will result in further investigation of this matter and possible enforcement action.

If you have any questions or concerns, please call the Neighborhood Improvement Division at (209) 863-7190. ***Para informacion, en espanol sobre esta carta, por favor llame al (209) 863-7190 y deje un mensaje y le regresamos su llamada.

Thank you for your cooperation in this matter.

Sincerely,

CITY OF RIVERBANK
Community Development Department

CC:



CITY OF RIVERBANK CITATION APPEAL REQUEST FORM

(USE THIS FORM IF THE CITATION DATE IS AFTER APRIL 30, 2016)

Date Stamp (received)
AUG 29 2022
BY: <i>Jalyp A.</i>
☒ \$25 fee paid.

DEADLINE TO FILE: This form will only be accepted if it is filed within fifteen (15) calendar days from the date of the citation. A \$25 administrative processing fee must be paid at the time of filing this form. (This form must be hand-delivered or mailed with payment (postmark within the 15-days) (Read Page 2)

(Please print legibly) SUMMIT ONE (1) APPEAL REQUEST FORM FOR EACH CITATION YOU WANT TO APPEAL.

Citation # 2022-0906 Date of Citation: 8-15-2022 Fine Amount: \$ _____
First Name: Kimberly Last Name: Davidson
Your Mailing Address: 3106 High Street Riverbank, CA 95367
Address on citation: same as mailing
Contact Phone # [REDACTED] Email: [REDACTED]
(For expedient communication, a valid email address is important.)

REASON FOR CITATION: R-1 Fence Requirement WHAT ARE YOUR REASON(S) FOR APPEALING?
1) not in violation of code (B9). 2) Extenuating circumstances.
3) Removal of fence will endanger myself and others.
4) Financial hardship. 5) Disabled adult in household.
6) Citation is discriminatory.
WHAT FACTS SUPPORT YOUR REASON(S) FOR CHALLENGING THE CITATION? (ATTACH ADDITIONAL SHEETS AS NEEDED.)

Please see attachments - 3 pages.

I, the recipient of the citation, certify that the above statements are true and correct to the best of my knowledge. I understand the decision of the Appeals Officer or Appeals Board is final and any fine imposed is due upon request.

Signature: *Kimberly Davidson* Date: ~~8-28~~ 8-29-2022
(Signature required) *kd*



City of Riverbank

Office of the City Clerk / Elections

6707 Third Street • Suite A • Riverbank CA 95367

Dept.: (209) 863-7122 • Direct: (209) 863-7198 • FAX: (209) 869-7100

E-mail: ghernandez@riverbank.org

(Sent via USPS and email: k [REDACTED])

September 21, 2022

Kimberly Davidson
3106 High Street
Riverbank, CA 95367

RE: DECISION OF APPEALS BOARD HEARING- CITATION UPHELD

Dear Ms. Kimberly Davidson,

This letter is notification that you requested appeal for Citation No. 2022-0906 was heard, **voted and upheld** by the City Appeals Board at the Hearing held on Tuesday, September 20, 2022. This citation was issued to you on 08/15/2022 for violation of Zoning violation of Riverbank Municipal Code Section 153.033 (B) (3), R-1 Fence Requirement. All Fences, Walls, Hedges and Retaining Walls must meet Height and Setback Requirements/10' Set back from sidewalk required.

We assure you that the Appeals Board strives to ensure a fair hearing is conducted and a final decision was made based on all information and evidence presented.

We ask that you begin taking corrective action into this matter, as soon as possible.

Please be advised that you do have the right, **within seven days (7) of this notice**, to submit an Appeal Request to the City Clerk's office to go before City Council, however, requesting an appeal hearing does not prevent the City from continuing to issue citations for the same violation, which at some point elevates this matter to higher forms of penalty.

If you have any questions, please send me an email and I will promptly respond.

Sincerely,

Gabriela Hernandez
City Clerk

cc: City Attorney
City Planning & Building Manager

Enclosures: Appeal Form









RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.1

SECTION 11: NEW BUSINESS

Meeting Date:	October 25 th , 2022
Subject:	A Resolution to Name the Diamond Bar East Park/Basin "Bruin Park"
From:	Marisela H. Garcia, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council consider the Resolution to name the Diamond Bar East Park/Basin "Bruin Park".

SUMMARY

The City Parks and Recreation Department has been working with LGI Homes-California, LLC and our Planning and Building Department on the park/basin within the Diamond Bar East Development. Since the park/basin is near Riverbank High School, "Home of the Bruins", it has been suggested to name this park "Bruin Park".

BACKGROUND

LGI Homes-California, LLC is currently working on the plans for the basin at Diamond Bar East. The basin will have a walking path at the top perimeter and exercise equipment in a few locations along the path. The developer would like to add a shade structure and some picnic tables to make the area attractive when selling their homes. They are willing to fund the shade structure and tables as additional amenities.

Since the Landscape Architect is working on the plans and sign, city staff would like to provide them with a park name. Since the park is near the High School, the idea was presented to name this park "Bruin Park".

FUTURE PARK NAMING

Recently a Resolution was brought to the City Council to name the first park that will be developed in Crossroads West "Centennial Park". This was approved by the Council and the park will be developed in the near future.

For future parks it would be helpful if a list is developed of potential new park names. The city newsletter that will be distributed soon will ask the community to email ideas to the Parks and Recreation Department. If any city staff or council members have suggestions those can be submitted as well.

It is suggested that the protocol be when a new park is in the development stages, staff present the list to City Council for review and a name is selected for the specific park.

FINANCIAL IMPACT:

There is no financial impact with the Resolution.

STRATEGIC PLAN

This report has been prepared to accomplish the following Goal established at the 2022-2027 Strategic Planning Session:

Maintain and refresh the parks, trails and facilities to provide exceptional experiences.

ATTACHMENTS:

1. Resolution 2022-

CITY OF RIVERBANK

RESOLUTION 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK TO
AUTHORIZE THE NAMING OF DIAMOND BAR EAST PARK/BASIN “BRUIN PARK”**

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS
THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:**

WHEREAS, the City of Riverbank has been working with LGI Homes-California, LLC for the development of the park/basin area within the Diamond Bar East Development; and

WHEREAS, although the area is a basin, there are some park amenities included in the top perimeter of the basin such as fitness equipment, shade structure, benches and a walking path; and

WHEREAS, the park/basin is currently being designed and the signage requires a name of the park/basin; and

WHEREAS, the location of the park/basin is close to Riverbank High School, “Home of the Bruins”, the name of the park being “Bruin Park” is proposed; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approve the naming of the Diamond Bar East Park/Basin to be “Bruin Park”

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 25th day of October, 2022; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O’Brien
Mayor

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.2

SECTION 11: NEW BUSINESS

Meeting Date: **October 25, 2022**

Subject: A **Resolution** Approving the Official Name of the Riverbank
Emergency Shelter Location, currently known as the Sierra House

From: Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council discuss options and select and/or provide feedback on the official name of the Riverbank Emergency Shelter, currently known as the Sierra House.

SUMMARY

The Sierra Street property is currently undergoing renovations and will become the City's first homeless overnight shelter and day use facility to provide resources and assistance to our homeless residents. If a consensus is reached, tonight's action will officially name our shelter, which we have been referring to as the Sierra House due to its location.

BACKGROUND

In February 2019, the City Council participated in a Strategic Plan update wherein they developed eight Goals that would provide city staff with guidance on the priorities of the City Council. These Goals were developed to assist the City in reaching its Mission "...to provide *high quality, professional services and a safe family-oriented community for our diverse residents to thrive.*" The intent of the City's Mission statement is to provide opportunities for all of our residents to thrive, including our homeless population within the City. To that end, one of the City Council's Goals to achieve this Mission is to "Enhance Quality of Life".

In order to achieve the City's goal, in 2021 the City Council began its efforts to provide services to our homeless residents in the City of Riverbank. American Rescue Plan Act Funds were used in July 2021 to purchase a home on Sierra Street that will serve as the City's first Emergency Overnight Shelter and Day Use Navigation Center. The intent is to provide a safe, warm environment for our homeless residents to sleep in overnight and

be able to have access to necessary services, such as job training, personal development, mental health, and substance abuse rehabilitation services. This is intended to provide our homeless population with an opportunity to move past this moment in life and set them up for the future where they may move on to a rental or homeownership opportunity. The services will be provided via a contract with Cambridge Academies which is currently in effect. Currently, Cambridge Academies holds office hours at Scout Hall on Tuesdays & Wednesdays.

Since its purchase staff has been referring to the property as the Sierra House, mainly due to its location. Our goal is to be able to name the property with a name that is representative of the desires and goals of the City as we continually work to provide services to our homeless population. With that end, staff has developed a few suggestions to consider:

1. Love in Action Home or Love in Action Shelter
2. H.O.P.E. Home or H.O.P.E House
 - a. Helping Other People Endure, or
 - b. Helping Our People Endure/Everyday, or
 - c. Home to Oppportunity Possibility Empowerment, or
 - d. Having Oppportunity Provides Empowerment, or
 - e. Helping Others Progress Everyday
3. Project S.O.A.R (Shelter, Opportunities, Assistance, & Respect)

Tonight's item provides the City Council an opportunity to discuss potential names and if a consensus is reached adopt a Resolution that will officially name our Sierra House.

SHELTER & DAY USE FACILITY STATUS

The City is currently finalizing the work necessary to officially open the Day Use Facility, which was delivered on October 5th. The Day use facility will include showers and washers & dryers and a location for Cambridge Academies to provide services. Once all utility hookups are completed (water, sewer, and electric) and the ADA path is completed, the City will hold a ribbon cutting ceremony to officially open the facility.

The overnight Shelter will undergo significant renovations to provide ADA access. Architecture plans are currently being reviewed by our building staff to ensure compliance with current regulations.



STRATEGIC PLAN

This item is directly related to the City Council's Strategic Plan Objective to "engage the community and non-profit partners in the development of programs and/or solutions for homeless services."

FINANCIAL IMPACT

There is no financial impact associated with this item.

ATTACHMENTS

1. Resolution 2022

CITY OF RIVERBANK

RESOLUTION 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING THE OFFICIAL NAME OF THE PROPERTY LOCATED
AT 3344 SIERRA STREET**

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE
“CITY COUNCIL”) DOES HEREBY RESOLVE THAT:**

WHEREAS, in February 2019 the City Council established a Strategic Plan Goal to “*Enhance Quality of Life*”, and

WHEREAS, in order to achieve this Goal the City Council established an Objective to “*engage the community and non-profit partners in the development of programs and/or solutions for homeless services*”, and

WHEREAS, over the course of the past year the City Council has begun to implement its plan to provide services to our homeless residents via the purchase of property for an overnight shelter/day use facility and a contract for services with Cambridge Academies; and

WHEREAS, the property is undergoing improvements that will allow the City to begin serving its homeless population, including access to showers, and laundry facilities; and

WHEREAS, it is the City Council’s desire to name the facility that is representative of the hopes, goals, and dreams of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the official name of the property located at 3344 Sierra Street as the _____.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 25th day of October, 2022; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of _____ :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

Gabriela Hernandez
City Clerk

APPROVED:

Richard D. O'Brien
Mayor