



TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: November 9, 2021

SUBJECT: Agenda Item 7B: Adoption of a Resolution Approving the Purchase Agreement of Vacant Land APN's 007-010-002 and 007-010-020 and Authorizing the General Manager to Sign the Agreement and Related Documents Regarding the Close of Escrow

RECOMMENDED ACTION:

I move to adopt Resolution 38-2021 approving agreement for the purchase of vacant land APN's 007-010-002 and 007-010-020 and authorizing the General Manager to sign the agreement and related documents regarding the close of escrow.

BACKGROUND:

On September 7, 2021, staff presented the Board with a vacant land purchase opportunity in closed session. The Board authorized its negotiators to enter into formal discussions for acquisition of the property and they were successful in having an offer accepted in the amount of \$178,000, \$72,000 less than the asking price and at the lowest end of the Board authorized offer range.

The land is comprised of 37 acres, is directly adjacent to the District's property and acquisition of which would allow for the improvements identified as priority through our current public engagement process. The land is extremely ideal for a number of priority uses identified in the park improvement planning process over the past two years including recreational, health and community building projects including:

- Connecting with the future planned park improvements and ridgetop overlook and birdwatching platform(s)
- Potential development of an RV park if determined economically and environmentally feasible to generate park operating revenue
- To provide an accessible class 1 paved trail route from the Groveland Resilience Center to Deer Flat Road
- Serving as a full-width alternate emergency ingress/egress route from the Pine Mountain Lake main gate to Deer Flat Rd, avoiding downtown and the Hwy 120/Ferretti Rd. intersection which could be used during evacuations or other emergency needs
- To provide the opportunity to reduce fire fuel loading adjacent to downtown
- To protect, preserve and educate the public on historic mining sites located on the property
- To provide land with excellent terrain for the future installation of secondary walking trails connecting with the main paved trail, tertiary/mountainous trails for hiking, running and cycling including organized sporting events to generate operating revenue

After the purchase offer was accepted, District staff and legal counsel performed extensive evaluation of property records and its history, to identify any fatal flaws, ensure clear title and determine that the property was suitable for use as open space and park land. Evaluations conducted in the land feasibility evaluation process included review of the preliminary title report and extensive property record, research into easements on the property, review of county planning department documents related to prior subdivision approvals and communication with the county CDD regarding zoning requirements and road access on Deer Flat, and a Phase 1 Environmental Site Assessment (ESA). District legal counsel has been extremely helpful and thorough in its review of documents and issues that could affect clear title, provided extensive guidance and assistance in documenting and clearing all concerning title conditions.

Over the past 50 days, all concerns were resolved, clean title report achieved, and the ESA's report revealed, *"...no evidence of recognized environmental conditions, controlled recognized environmental conditions, or historical recognized environment conditions in connection with this property."*

The Board was presented with the Purchase Sale Agreement and authorized the General Manager to enter into the agreement on September 7, 2021. Now that the offer has been accepted and land feasibility process completed, staff is requesting that the Board formally approve the Purchase Sale Agreement and authorize the general manager to sign all related documents regarding the close of escrow.

ATTACHMENTS:

- Purchase and Sale Agreement and Amendment 1
- Resolution 38-2021

FISCAL IMPACT:

Legal and ESA costs are estimated at less than \$20,000 and we have not yet received estimated closing costs, but they should be relatively small for the vacant land purchase. The \$178,000 cost of the acquisition of the property is expected to be reimbursed via the State's Per Capita Grant Program, as we have been informed that this is a qualifying project/expense.



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ADDENDUM No. 1 (C.A.R. Form ADM, Revised 12/15)

The following terms and conditions are hereby incorporated in and made a part of the: [] Purchase Agreement, [] Residential Lease or Month-to-Month Rental Agreement, [] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [X] Other Purchase and Sale Agreement (for unimproved land), dated 09/14/2021, on property known as 37 acres Deer Flat Rd, APNs 070-010-002&020, Groveland, CA 95321

in which Groveland Community Services District is referred to as ("Buyer/Tenant") and Mary L.E. Gomez is referred to as ("Seller/Landlord").

- 1. RE 1.01: Buyer must apply to Bureau of Land Management for a change of name for the Right of Way from Deer Flat Road after close of escrow.
2. Seller will not provide any disclosures other than the 3rd party NHD (4.03). Seller acquired the property by foreclosure and is not knowledgeable about the property, other than what is in the public record and in Seller's BLM ROW agreement.
3. RE 11 (a) (iv): Seller is not aware of any parties in possession, and will not warranty whether trespassers or squatters may be on the property at close of escrow.
4. Several references are made in the Agreement to contractors or consultants of the Seller. Seller has never engaged any contractors or consultants since acquiring the property in foreclosure.
5. Seller to receive copies of all environmental reviews or other feasibility studies prepared for buyer.
6. Subject to the provisions contained in the Purchase and Sale Agreement (for unimproved land) executed by the parties in conjunction with this Addendum No. 1, the Property is sold AS IS. Seller will not remove any debris, personal property, or the old trailer.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 09/14/2021 Date 09/14/2021
Buyer/Tenant Groveland Community Services District Seller/Landlord Mary L.E. Gomez
Buyer/Tenant Seller/Landlord

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Reviewed by _____ Date _____



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“**Agreement**”) is made and entered into by and between MARY LOUISE EDMUNDSON GOMEZ, as Trustee of THE MARY EDMUNDSON GOMEZ TRUST, U/A dated July 5, 2016 (“**Seller**”), and GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operated under the California Government Code section 61000, et seq. (“**Buyer**”), collectively the “**Parties**” and will be effective when signed by both Parties and dated by Escrow Holder as received (“**Effective Date**” and “**Opening of Escrow**”). This Agreement is made with reference to the following facts:

A. Seller is the owner of approximately 37 acres of real property located in the City of Groveland (“**City**”), Tuolumne County (“**County**”), State of California, comprised of all of APNs 007-010-002 and 007-010-020 (“**Property**”), as more particularly described in **Exhibit A** and depicted on **Exhibit B**, both attached hereto.

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller the Property, subject to and in accordance with the terms and conditions contained in this Agreement.

1. PURCHASE AND SALE OF REAL PROPERTY

1.01 Agreement of Purchase and Sale. For and in consideration of the promises, undertakings, and mutual covenants of the Parties set forth in this Agreement, Seller hereby agrees to sell and convey unto Buyer, and Buyer hereby agrees to purchase and take from Seller, the Property. The purchase and sale of the Property includes any and all improvements, rights and appurtenances pertaining thereto, including, but not limited to, all associated easements, privileges, entitlements, rights of way and appurtenances benefiting such land, development rights, air rights, water rights, mineral, oil and gas and other subsurface rights, and all right, title, and interest of Seller in and to easements over adjacent streets, alleys, rights-of-way, and any other easements to the extent of Seller’s interest therein (if any), all of such real property, rights, and appurtenances being referred to as the “**Property**.”

1.02 Purchase Price. The purchase price payable at Closing will be ONE HUNDRED EIGHTY-NINE THOUSAND AND NO/100 DOLLARS (\$189,000.00) (“**Purchase Price**”). The Purchase Price (including the components thereof) are payable as follows:

1.03 Deposit.

(a) Deposit. In consideration for the right to purchase the Property granted in this Agreement by Seller to Buyer, Buyer will, within five (5) business days after the Effective Date: (i) open escrow (“**Escrow**”) with Yosemite Title Company, Sonoma, California, Attn: Kayla Brown (“**Escrow Holder**”), and (ii) deposit with Escrow Holder the sum of Five Thousand and No/100 Dollars (\$5,000.00) (“**Deposit**”). Upon Buyer’s delivery of the Notice of Suitability to Seller as provided in Section 4.02, the Deposit will be nonrefundable to Buyer, except as otherwise provided in this Agreement.

(b) Termination. If Buyer fails to deposit the Deposit as required by this Agreement, and such failure continues for a period of 5 days after the date such deposit was

originally to have been deposited by Buyer, then either Party may terminate this Agreement by written notice to the other at any time prior to the deposit of the Deposit. If this Agreement is so terminated, this Agreement will be deemed to have terminated as of the date that the Deposit was originally to have been deposited by Buyer, and there will be no remedy hereunder to either Seller or Buyer other than the termination of this Agreement.

(c) Deposit Applicable. The Deposit will be applicable to the Purchase Price at the Closing (as defined below).

(d) Independent Consideration. In addition to the Deposit, Buyer will deposit the amount of One Hundred Dollars (\$100.00) ("**Independent Consideration**") at the time of funding the Deposit, which Independent Consideration will be non-refundable to Buyer as independent consideration for the rights extended to Buyer in this Agreement, including the right to terminate this Agreement as provided herein. If this Agreement terminates for any reason, Seller will retain the Independent Consideration. The Independent Consideration will not be applicable towards the Purchase Price.

1.04 Memorandum of Agreement. Concurrently with the execution of this Agreement, Seller and Buyer will execute and deliver to Escrow a memorandum of agreement ("**Memorandum of Agreement**") in substantially the form attached hereto as **Exhibit C**. Upon Buyer's delivery of the Notice of Suitability, Escrow Holder will record the Memorandum of Agreement with the County Recorder's office. Upon the termination of this Agreement, and subject to Buyer's receipt of the Deposit if Buyer is so entitled to the same pursuant to this Agreement, Buyer will deliver to Escrow Holder a notice of termination or quitclaim of the Memorandum of Agreement in recordable form and in form otherwise acceptable to Escrow Holder to remove the Memorandum of Agreement from the condition of title to the Property.

2. CLOSE OF ESCROW

2.01 Closing Date. Provided that Buyer has delivered its Notice of Suitability (defined below), the Closing will take place on the date ("**Closing**" or "**Closing Date**") that is the earlier of: (i) fourteen (14) days after the expiration of the Feasibility Period. Notwithstanding any other provision of this Agreement, the Closing must occur on a Tuesday, Wednesday or Thursday (a "**Permitted Closing Day**"), and if the scheduled Closing would otherwise occur on a day that is not a Permitted Closing Day, the Closing will be extended automatically to the next day that is a Permitted Closing Day.

2.02 Seller's Closing Obligations. At the Closing, Seller will:

(a) Execute and deliver to Buyer a Grant Deed for the Property in the Escrow Holder's standard form ("**Deed**"), duly executed and acknowledged, conveying to Buyer good fee simple title to the Property purchased at that Closing, free and clear of all liens, claims, and encumbrances except the Permitted Exceptions (as defined in Section 3.03);

(b) Cause the Escrow Holder to deliver a Title Report (as defined in Section 3.01) showing that all ad valorem or other taxes for the Property purchased at the Closing have been paid for the years prior to the year of the Closing, and pay at the Closing with the Escrow

Holder Seller's prorated share of all taxes for the Property purchased at that Closing for the current year up to the date of the Closing;

Buyer;

- (c) Deliver possession of the Property purchased at the Closing to

- (d) Pay Seller's closing costs as specified in this Agreement;

- (e) Cause to be secured from Seller's lender or other holder of any note, lien or other monetary obligation the Property purchased at such Closing, a properly-executed and recordable, complete and final release thereof for execution and delivery simultaneously with the Deed to Buyer;

- (f) Deliver an executed Certificate of Non-Foreign Status, in Escrow Holder's standard form, pursuant to Section 1445(b)(2) of the Internal Revenue Code certifying that Seller is a non-foreign person, and a properly executed California Form 593-C certifying that Seller is a California resident or, if not, evidence acceptable to Buyer that Buyer has satisfied the requirements for tax withholding required under the California Revenue and Taxation Code;

- (g) Deliver executed consents in the form attached hereto as **Exhibit F** or as otherwise reasonably acceptable to Buyer, from the civil engineer and geotechnical engineer, if any, engaged by Seller in connection with the Seller's entitlements consenting to the assignment and sale of all plans, specifications and work product and rights under all architect's, engineering and other consultant services contracts to Buyer at no cost to Buyer (the "**Professional's Consent(s)**");

- (h) Cause Yosemite Title Company ("**Title Company**") to issue and advise Buyer that it has issued an ALTA Extended Coverage Title Insurance Policy ("**Title Policy**") which will: (i) be in the amount of the total Purchase Price for the Property purchased at such Closing; (ii) insure fee simple title to the Property purchased in Buyer; (iii) include a mechanics' lien endorsement as may be required by Buyer; and (iv) contain no exceptions other than the Permitted Exceptions; and

- (i) Execute and deliver such other instruments and affidavits as the Escrow Holder may reasonably require.

2.03 Buyer's Obligations at Closing. At the Closing, Buyer will:

- (a) Pay to Seller the Purchase Price in cash for the Property less the amount of the Deposit;

- (b) Pay Buyer's closing costs as specified in this Agreement; and,

- (c) Execute and deliver such other instruments and affidavits as the Escrow Holder may reasonably require.

2.04 Closing Costs.

the Closing:

- (a) Seller will pay the following costs and expenses in connection with
 - (i) Seller's portion of the prorated taxes and fees;
 - (ii) Seller's attorneys' fees incurred in connection with the negotiation and consummation of this Agreement;
 - (iii) One-half of the cost of any escrow fee;
 - (iv) One-half of the premiums for the ALTA Standard Coverage Title Insurance Policy;
 - (v) One-half of the cost of recording the Deed;
 - (vi) City, if any, and County documentary transfer taxes; and
 - (vii) Such other incidental costs and fees customarily paid by sellers in land transactions of this nature in the County in which the Property is situated.

the Closing:

- (b) Buyer will pay the following costs and expenses in connection with
 - (i) Buyer's portion of the prorated taxes and fees;
 - (ii) Buyer's attorneys' fees incurred in connection with the negotiation and consummation of this Agreement;
 - (iii) One-half of the cost of recording the Deed;
 - (iv) One-half of the cost of the escrow fee;
 - (v) One-half of the premiums for the ALTA Standard Coverage Title Insurance Fee;
 - (vi) The additional premium to obtain ALTA Extended Coverage and the cost of any additional endorsements beyond those required of Seller pursuant to this Agreement; and
 - (vii) Such other incidental costs and fees customarily paid by purchasers in land transactions of this nature in the county in which the Property is situated.

2.05 Proration of Taxes and Assessments. Current ad valorem taxes, special taxes and all assessments of whatever kind will be prorated on the Property purchased at the Closing as of the Closing Date based on the latest information available to Escrow Holder without

giving effect to any exemption. Seller will be responsible for, and will pay, any delinquent or supplemental taxes attributable to the Property purchased at the Closing having been assessed for, or otherwise applicable to the subject Property prior to, the time period prior to such Closing at special use valuations or under any agricultural or open-space exemption, and will pay for such delinquent or supplemental taxes, whether such delinquent or supplemental taxes become due before or after Closing. Buyer will be responsible for all supplemental taxes assessed as the result of the Closing or applicable to the subject Property at any time after Closing. All prorations and/or adjustments called for in this Agreement are to be made on the basis of a thirty (30) day month, unless otherwise specifically instructed in writing. If, after Closing, either Party receives a bill for any such taxes or assessments, including supplemental taxes (collectively, “**Other Taxes**”), owed by the other Party applicable to the Property purchased at such Closing, then the Parties agree: (a) such Other Taxes will be prorated between the Parties to the Closing, and (b) the Party receiving the bill for the Other Taxes will notify the Party responsible for paying the Other Taxes in writing of the amount of such Other Taxes and the Party owing the Other Taxes will promptly pay its prorated share of such Other Taxes within thirty (30) days of demand therefor. The provisions of this Section 2.05 will survive Closing.

2.06 Escrow Holder’s Duties at Closing. Escrow Holder will cause the Closing to occur by: (a) recording the Deed and each other document required to be recorded; and (b) delivering funds and documents as set forth in Section 2.07 WHEN AND ONLY WHEN (i) all funds and instruments required pursuant to Sections 2.02 through 2.05, inclusive, for the Closing have been delivered to Escrow Holder and (ii) each of the conditions precedent to the Closing set forth in this Agreement have been satisfied or waived as provided for in this Agreement.

2.07 Distribution of Funds and Documents

(a) Escrow Holder will, at the Closing, deliver to Seller and Buyer a copy of the Deed (conformed to show recording date) and conformed copies of each document recorded to place title in the condition required by this Agreement. Escrow Holder will cause the County Recorder of the County to mail the Deed and each other recorded document after recordation, to the grantee, beneficiary or person: (i) acquiring rights under said document, or (ii) for whose benefit said document was acquired.

(b) Escrow Holder will, at the Closing, deliver by certified mail, overnight courier or United States mail (or will hold for personal pickup, if requested) one (1) copy of each non-recorded document received hereunder by Escrow Holder to the payee or person: (i) acquiring rights under said document, or (ii) for whose benefit said document was acquired. Escrow Holder will deliver copies of all documents deposited into Escrow to the parties herein.

(c) All disbursements by Escrow Holder will be made by wire transfer in accordance with instructions provided to Escrow Holder. Escrow Holder will deliver, at the Closing, to Seller, or order, all amounts to which Seller is entitled and will deliver any excess amount to Buyer.

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3. TITLE REPORT

3.01 Title Report; Title Review Period. Within two (2) business days after the Effective Date, Buyer will instruct Escrow Holder to deliver one or more preliminary title report(s) covering all of the Property, including true and correct copies of all instruments reflected as exceptions in the title report (collectively, the “**Title Report**”) to Buyer and Seller. Upon the later of: (i) the Effective Date; or (ii) receipt of the Title Report, Buyer will have twenty (20) days (the “**Title Review Period**”) to notify Seller in writing of any objection to exceptions in the Title Report. Whether or not Buyer objects, however, Seller agrees to remove at or prior to the Closing the following: (i) any mortgage or deed of trust, (ii) any mechanic’s lien, (iii) any other monetary liens and obligations of any kind whatsoever, except for non-delinquent taxes and assessments which constitute a lien on the Property, (iv) any rights of possession, and (v) any exceptions caused or created by Seller after the Effective Date.

3.02 Buyer’s Title Response; Cure Period. If Buyer does not notify Seller of any objection to the exceptions in the Title Report, then at the end of the Title Review Period, Buyer will be deemed to have objected to all of the exceptions in the Title Report. If Buyer objects or is deemed to have objected to any exception(s) in the Title Report, then Seller will have ten (10) business days following the end of the Title Review Period (the “**Cure Period**”) to commit in writing to modify or eliminate the objectionable exceptions as of the Closing, to the sole and absolute satisfaction of Buyer. If Seller has not agreed to modify or eliminate the objectionable exceptions, to the sole and absolute satisfaction of Buyer, within the Cure Period, Buyer may, at its option, and as Buyer’s sole remedies, elect to (A) waive its objections to the Title Report; or (B) terminate this Agreement. Buyer will notify Seller of its election in writing, within five (5) business days following the end of the Cure Period (the “**Buyer’s Title Waiver Period**”). If Buyer fails to notify Seller prior to the expiration of the Buyer’s Title Waiver Period, however, the Agreement will be deemed terminated as of the end of the Feasibility Period unless Buyer delivers the Notice of Suitability, in which event the approved condition of title will be as set forth in the last title commitment issued by Title Company received by Buyer at least one (1) business day prior to Buyer’s delivery of the Notice of Suitability, and Seller will be obligated to remove those objectionable exceptions, if any, that Seller is required to remove or that Seller previously agreed to remove in writing. If Buyer elects or is deemed to elect to terminate this Agreement, the Deposit will be promptly returned to Buyer, and thereafter neither Seller nor Buyer will have any further duties, rights or obligations hereunder.

3.03 Permitted Exceptions. The “**Permitted Exceptions**” will consist of the following with respect to the Property: (a) the lien for local real property taxes and assessments not yet due or payable; and (b) the exceptions in the Title Report that Buyer has notified Seller in writing are acceptable to Buyer.

3.04 New or Additional Exceptions. If any new or additional items appear of record after the date of the Title Report, the Escrow Holder will deliver to Buyer a supplemental title report, including true and correct copies of all instruments reflected as exceptions in the supplemental title report (“**Supplemental Report**”). Thereafter, the Parties will comply with Sections 3.01 and 3.02 above, except that the Title Review Period for any Supplemental Report will be five (5) business days, the Cure Period will be five (5) business days, Buyer will notify Seller of its election regarding any uncured exceptions within two (2) business days, and the

Closing will be extended as necessary to accommodate review of the Supplemental Report in accordance herewith.

3.05 Extended Owner's Coverage; Endorsements. Buyer will be solely responsible for furnishing any survey required by Escrow Holder, at Buyer's sole cost and expense, as a condition of issuing ALTA Extended Owner's Coverage. Notwithstanding the foregoing, Seller will provide an owner's affidavit, lien releases and an indemnity agreement in the forms reasonably required by the Title Company prior to the Closing, in order to remove the exception for parties in possession and to issue a 101.4 mechanic's lien endorsement to Buyer, and such endorsement will be included in the Title Policy as a condition to the Closing.

4. FEASIBILITY AND ACTIVITIES RELATING TO PROPERTY

4.01 Seller's Materials

(a) Within three (3) days after the Effective Date, Seller will provide to Buyer, for Buyer's review and approval, all information currently in its possession or control regarding the Property (collectively "**Seller's Materials**") excluding attorney-client privilege or work product or financial analysis or market studies prepared for internal use. Without limiting the generality of the foregoing, and to the extent they exist and are in Seller's possession or control, Seller will forward to Buyer the following items:

(i) All reports, designs, and schematics concerning the Property, including the soils and geologic condition of the Property;

(ii) Any draft Tentative Map (as defined below) for the Property, or any portion of it, pursuant to the California Subdivision Map Act;

(iii) All permits, approvals and inspection reports relating to the Property; and

(iv) Copies of all reports, studies, and other materials which Seller possesses or controls which pertain to the environmental condition of the Property and the property in the vicinity of the Property (collectively, the "**Existing Environmental Reports**"). Seller does not represent or warrant the accuracy or thoroughness of the Existing Environmental Reports.

(b) Seller will cause any leases or other possessory rights of third parties with respect to the Property to be terminated prior to Closing.

4.02 Buyer's Feasibility. Buyer, at its own expense, may conduct a feasibility study of the Property (including architectural, geotechnical, environmental, marketing, engineering and financial feasibility studies) to determine whether or not the Property is suitable to Buyer as determined by Buyer in its sole and absolute discretion. Such operations will be conducted in such a manner as to not permanently damage the Property, and if damage is done, Buyer will repair and restore it to substantially its former condition at Buyer's expense. If the feasibility study indicates, in Buyer's sole and absolute discretion, that the Property is suitable to Buyer, then Buyer will send written notice (the "**Notice of Suitability**") to Seller on or before the

date that is sixty (60) days after the Effective Date (the “**Feasibility Period**”). If (1) Buyer fails to send Seller the Notice of Suitability on or before the last day of the Feasibility Period and such failure continues for a period of five (5) days after written notice from Seller, or (2) if Buyer sends to Seller a notice terminating this Agreement prior to delivery of the Notice of Suitability, this Agreement will automatically terminate. In the event of such termination, Escrow Holder is irrevocably instructed to immediately return the Deposit to Buyer, and Seller and Buyer will have no further obligation to each other except for those obligations that survive termination of this Agreement.

4.03 Natural Hazard Disclosure Statement. Within ten (10) days of the Effective Date, Seller will provide Buyer with a Natural Hazard Disclosure Statement pursuant to the Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4, and 51183.5, and California Public Resources Code Sections 2621.9, 2694, and 4136 and any successor statutes or laws.

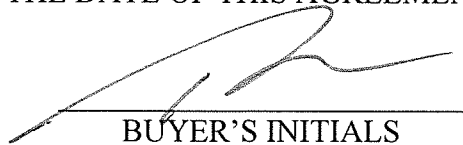
4.04 Requirements. Buyer hereby agrees to indemnify, protect, hold harmless, and defend Seller from and against any and all claims, liabilities, liens, penalties, demands, suits, actions, losses, damages, injuries, judgments, settlements, costs or expenses (including, without limitation, attorneys’ fees and costs, (collectively referred to as “**Costs or Expenses**”) to the extent arising out of or resulting from Buyer’s (and its agents, employees and contractors) entry upon the Property, or its feasibility investigations, or the placements or use of any trailer on the Property, or any combination thereof, but excluding the mere discovery of any environmental condition or contamination, provided that Buyer will not be obligated to indemnify, defend, protect or hold harmless the Property or Seller from Costs or Expenses caused by the sole negligence or willful misconduct of Seller or arising from matters merely discovered by Buyer during its investigation of the Property, including without limitation any costs of remediation incurred as a result of Buyer’s discovery of pre-existing Hazardous Substances on, in or under the Property or the results or findings of any tests, studies or reports resulting from or related to any inspections. Buyer’s liability to Seller, or its agents, with respect to the foregoing indemnity will not be limited by the liquidated damages provision set forth in this Agreement and will survive the Closing. Buyer will keep the Property free and clear of all liens and encumbrances in connection with the activities of Buyer and its agents, employees, contractors, subcontractors and consultants on or about the Property including, without limitation, mechanics’ and materialmen’s liens.

4.05 Estoppel Certificate. Seller will use commercially reasonable efforts to obtain and deliver to Buyer, on or before the date that is five (5) business days prior to the expiration of the Feasibility Period, an executed estoppel certificate in the form attached hereto as **Exhibit E** (“**Estoppel Certificate**”) with respect to each Lease (as such term is defined in the Estoppel Certificate) from the tenant thereunder dated no earlier than thirty (30) days prior to the expiration of the Feasibility Period.

5. REMEDIES

5.01 Seller’s Remedies; LIQUIDATED DAMAGES. If Seller performs all of Seller’s obligations pursuant to this Agreement and Buyer breaches any term of this Agreement, Seller will be entitled, after all applicable notice and cure periods, as Seller’s sole and exclusive remedy, to: (a) waive the contractual obligations of Buyer in writing; (b) extend the time for

performance by such period of time as may be mutually agreed upon in writing by the Parties hereto; or (c) if Buyer will have delivered its Notice of Suitability and Escrow fails to close solely due to Buyer's default under this Agreement, Seller may elect to terminate this Agreement and receive the amount of the Deposit to the extent delivered to Escrow Holder and all interest accrued, as liquidated damages (the "**Liquidated Damages**") in accordance with the provisions set forth below. IF SELLER ELECTS THE REMEDY SET FORTH IN SECTION 5.01(c), SELLER WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES. SUCH DAMAGES WILL, HOWEVER, BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN FOR THE FOLLOWING REASONS: (i) THE DAMAGES TO WHICH SELLER WOULD BE ENTITLED IN A COURT OF LAW WILL BE BASED IN PART ON THE DIFFERENCE BETWEEN THE ACTUAL VALUE OF THE PROPERTY AT THE TIME SET FOR THE CLOSING AND THE PURCHASE PRICE AS SET FORTH IN THIS AGREEMENT; (ii) PROOF OF THE AMOUNT OF SUCH DAMAGES WILL BE BASED ON OPINIONS OF VALUE OF THE PROPERTY, WHICH CAN VARY IN SIGNIFICANT AMOUNTS; AND (iii) IT IS IMPOSSIBLE TO PREDICT AS OF THE DATE ON WHICH THIS AGREEMENT IS MADE WHETHER THE VALUE OF THE PROPERTY WILL INCREASE OR DECREASE AS OF THE DATE SET FOR THE CLOSING. THE PARTIES DESIRE TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH PURCHASER MIGHT BE LIABLE SHOULD PURCHASER BREACH THIS AGREEMENT AND TO AVOID THE COSTS AND LENGTHY DELAYS WHICH WOULD RESULT IF SELLER FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. THEREFORE, IF AFTER PURCHASER DELIVERS A NOTICE OF SUITABILITY, ESCROW FAILS TO CLOSE DUE SOLELY TO PURCHASER'S DEFAULT, THEN THE AMOUNT OF THE LIQUIDATED DAMAGES SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE, AND SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF THE FAILURE TO CLOSE ESCROW RESULTING SOLELY FROM PURCHASER'S DEFAULT SHALL BE LIMITED TO SUCH AMOUNT AND SELLER SHALL HAVE NO RIGHT TO RECOVER ANY ADDITIONAL DAMAGES OR TO PURSUE ACTION FOR SPECIFIC PERFORMANCE OF ANY PROVISIONS OF THIS AGREEMENT. IN CONSIDERATION OF THE PAYMENT OF LIQUIDATED DAMAGES, SELLER WILL BE DEEMED TO HAVE WAIVED ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY INCLUDING ANY RIGHTS SELLER MAY HAVE PURSUANT TO SECTION 1680 OR SECTION 3389 OF THE CALIFORNIA CIVIL CODE RELATING TO PURCHASER'S DEFAULT RESULTING IN ESCROW NOT CLOSING AS PROVIDED UNDER THIS AGREEMENT. BY INITIALING THIS PROVISION IN THE SPACES BELOW, SELLER AND PURCHASER EACH SPECIFICALLY AFFIRM THEIR RESPECTIVE AGREEMENTS CONTAINED IN THIS AGREEMENT AND AGREE THAT SUCH SUM IS A REASONABLE SUM CONSIDERING THE CIRCUMSTANCES AS THEY EXIST ON THE DATE OF THIS AGREEMENT.


 BUYER'S INITIALS


 SELLER'S INITIALS

5.02 Buyer's Remedies. If Seller defaults in performing Seller's obligations hereunder for any reason other than Buyer's default, Buyer will be entitled, after all applicable

notice and cure periods, to: (a) waive the contractual obligations of Seller in writing; (b) extend the time for performance by such period of time as may be mutually agreed upon in writing by the Parties hereto but such extension period will not exceed 60 days; (c) terminate this Agreement and receive a return of the Deposit plus reimbursement of all reasonable out of pocket costs and expenses incurred by Buyer in connection with the transaction contemplated by this Agreement, not to exceed \$25,000.00; or (d) enforce specific performance of this Agreement, unless specific performance is not available, in which case Buyer may instead pursue any other remedy available except consequential, speculative or punitive damages. Buyer's extension of the time for Seller's performance pursuant to Section 5.02(b) will not constitute an election of remedies and will not prohibit Buyer's exercise of Buyer's other remedies set forth above in the event Seller fails to cure such breach prior to the expiration of such extension period.

5.03 Post-Closing Remedies. From and after the Closing, each Party will have the right to pursue its actual damages against the other Party: (a) for a breach of any covenant or agreement contained in this Agreement that is performable after or that survives the Closing (including the indemnification obligations of the Parties contained this Agreement), and (b) for a breach of any representation or warranty made by the other Party in this Agreement for the one year survival period set forth in Section 11(b) herein. The obligations described in this Section 5.03 will survive the closing and any termination of this Agreement.

5.04 Limitation on Remedies. In no event will either Party be liable for any speculative, consequential or punitive damages.

5.05 Escrow Cancellation Charges Due to a Default. If the Closing fails to occur due to Seller's or Buyer's default, the defaulting Party must pay all Escrow cancellation charges. If Escrow fails to close for any reason other than the foregoing, each Party must pay one-half of the Escrow cancellation charges. "**Escrow cancellation charges**" means all fees, charges and expenses incurred by Escrow Holder, including all expenses incurred in connection with issuance of the Preliminary Report and other title matters.

6. COMMISSIONS

6.01 Seller's Broker. The "**Seller's Broker**" is Lauree Borup and Vanessa Meyers of RE/MAX Yosemite Gold (Sonora, CA).

6.02 Buyer's Broker. Buyer is not represented by a Broker.

6.03 Commissions. If and when Closing occurs, but only if Closing occurs, Seller shall pay a commission to Seller's Broker pursuant to a separate written agreement.

6.04 No Other Broker. Except for Seller's Broker, each party represents to the other that the representing party has not had any contact or dealings regarding the subject matter of this transaction through any other licensed real estate broker or any other person who can claim a commission or finder's fee as a procuring cause of the sale contemplated herein. Seller agrees to indemnify, defend and hold Buyer harmless from and against all liability, loss, cost, damage, and expenses (including but not limited to attorney fees and costs) because of any claim by a broker, agent, or finder claiming through Seller, other than Seller's Broker, for any compensation with

respect to this Agreement, the sale and purchase of the Property, and the consummation of the transactions contemplated in this Agreement, whether or not such claim is meritorious. Buyer agrees to indemnify, defend and hold Seller harmless from and against all liability, loss, cost, damage, and expenses (including but not limited to attorney fees and costs) because of any claim by a broker, agent, or finder claiming through Buyer for any compensation with respect to this Agreement, the sale and purchase of the Property, and the consummation of the transactions contemplated in this Agreement, whether or not such claim is meritorious.

7. OPERATION OF PROPERTY AND TERMINATION OF LEASES

7.01 Termination of Leases. Seller will terminate any leases encumbering or affecting the Property and cause the tenants to vacate the Property prior to the Closing. During the term of this Agreement, Seller will not enter into any new leases, licenses or other occupancy agreements for the Property, or take any other action that adversely affects Buyer's anticipated use or ownership of the Property. If any tenant fails to vacate the Property upon termination of a lease, Seller will, at its sole cost and expense, take all commercially reasonable action to cause such tenant to vacate the Property prior to the Closing, including the prosecution of unlawful detainer proceedings. Buyer will have the right to extend the Closing Date without payment of any extension fee or deposit if any of the leases has not been terminated and/or any tenant has not vacated the Property prior to the scheduled Closing Date.

7.02 Compliance with Laws. Seller will comply with all laws, regulations and other requirements from time to time applicable of every governmental body having jurisdiction of the Property.

7.03 Cooperation. Seller agrees to cooperate with the Buyer and to take such actions as may be reasonably necessary in order to consummate the transactions contemplated by this Agreement.

8. ASSIGNMENT OF WARRANTIES

8.01 At the Closing, Seller will execute a General Assignment in substantially the form attached hereto as **Exhibit D** assigning the rights described therein to Buyer. Seller hereby assigns to Buyer, effective as of the Closing, all of Seller's right, title and interest in and to the following (as such right, title and interest relates to the Property acquired by Buyer): (1) rights and remedies under any product and construction contracts, including warranties and indemnification rights, received by Seller from third parties relating to the Property, including, without limitation, utility and other service providers, engineers, contractors and subcontractors; (2) any fee credits and prepaid impact fees attributed to the Property, to the extent assignable; (3) insurance policies maintained by Seller, or Seller's contractors or engineers relating to the construction of any improvements to the Property ("**Project Insurance Policies**") to the extent assignable; (4) rights and remedies, including indemnification rights, under any contract Seller may have with any engineers, architects, consultants, contractors, and subcontractors; and (5) all plans, designs and specifications relating to the design of improvements planned to be constructed on the Property. Prior to the Closing, Seller will request consents to the foregoing assignments (in form reasonably acceptable to Buyer and Seller) from all parties whose consent to such assignments is required. To the extent any of the foregoing rights and remedies is not assignable,

Seller will reasonably cooperate with Buyer in pursuing such remedies, with any benefits accruing to Buyer. The provisions of this Section will survive the Closing.

9. NOTICE AND RIGHT TO CURE

Unless this Agreement provides a different cure period, each Party will be given a five (5) day written notice and opportunity to cure any default before the other Party may exercise any remedy provided in this Agreement. If a default exists on any performance date (including the Closing Date), such date will be extended to provide the benefit of the above cure period. Each party agrees to reasonably cooperate with the other in any and all attempts by the defaulting party to cure any default within the default cure period.

10. CONDEMNATION AND EMINENT DOMAIN

In the event of destruction, damage or condemnation of all or any material portion of the Property, Seller will promptly notify Buyer in writing. Buyer may elect to terminate this Agreement in writing within ten (10) days of such notice from Seller. If this Agreement is terminated in accordance with this Section 10, the Deposit will be immediately returned to Buyer and neither party will have any further rights, obligations or liabilities under this Agreement. If Buyer does not elect to terminate this Agreement, Seller will assign to Buyer all of Seller's rights to any condemnation or insurance proceeds and Buyer will receive a credit towards the Purchase Price in the amount of any deductible associated with the insurance proceeds and/or in the amount of any uninsured casualty provided, and to the extent, that Buyer has consummated its purchase of the affected portion of the Property.

11. REPRESENTATIONS AND WARRANTIES OF SELLER

(a) Seller hereby makes the following representations, warranties and covenants which will also be true as of the Closing.

(i) Seller has the full right, power, and authority to sell the Property to Buyer as provided in this Agreement and to carry out its obligations hereunder; and all required action necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder has been or will have been taken prior to the Closing Date. Neither this Agreement nor anything provided to be done under this Agreement violates or will violate any contract, document, understanding, agreement or instrument to which Seller is a party or by which it is bound.

(ii) The Seller's Materials provided by Seller to Buyer are true and correct and complete copies and, to Seller's knowledge, there are no other documents or instruments in the possession or control of Seller that would materially and adversely affect Buyer's use or ownership of the Property. There is no default by Seller under any Seller's Materials or any other contracts, leases, agreements, easements or any other documents or instruments relating to or affecting the Property.

(iii) There will be no unpaid charges, debts, liabilities, claims, or obligations arising from the construction, occupancy, ownership, use, or operation of the Property pursuant to any contract to which Seller is a party.

(iv) There are no parties in possession of any portion of the Property as lessees, and there are no parties in possession of any portion of the Property as tenants at sufferance, or trespassers.

(v) To Seller's actual knowledge, there are no pending or threatened actions, condemnation or similar proceeding or special assessment affecting the Property, or any part thereof, nor is any such proceeding or assessment contemplated by any Governmental Agency or any other party or entity. The term "**Governmental Agency**" means the United States, the State of California and the County, and any agency, department, commission, board, or bureau of instrumentality of any of them. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property or any portion thereof, or any other proceedings arising out of injury or damage to the Property or any portion thereof, Seller will notify Buyer of the pendency of such proceedings.

(vi) To Seller's actual knowledge, Seller has not received written notice of any pending or threatened litigation, claim, action, proceeding, suit or arbitration before any court, tribunal or agency that materially and adversely affects the use or ownership of the Property, prevents Seller's performance hereunder or which would result in any unsatisfied lien, charge, encumbrance or judgment against any part of or any interest in the Property, and to Seller's knowledge no such litigation, claim, action, proceeding, suit or arbitration exists.

(vii) As of the Closing, to Seller's actual knowledge, no charges or assessments for public improvements or otherwise which would have been made against the Property will remain unpaid pursuant to any agreement to which Seller is a party or in connection with any other work performed by or on behalf of any previous owner of the Property or any other person or entity, including, without limitation, those for construction of sewer lines, water lines, storm drainage systems, electric lines, natural gas lines, streets (including perimeter streets), roads and curbs.

(viii) Seller is not a "foreign person", as defined in the Internal Revenue Code and, at or prior to the Closing, agrees to provide to Buyer an affidavit to that effect.

(ix) (A) To Seller's actual knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, codes, rules, orders, decrees, determinations, covenants and restrictions relating to the Property and every part thereof (collectively the "**Applicable Laws**"), including those promulgated or imposed by the FHA, the VA, and any other agency, department, commission, board, bureau, or instrumentality of any Governmental Agency or any board of fire underwriters (or any other body authorized to exercise any similar function); (B) no violation, condition, or any action which with the passing of time or giving of notice would be deemed a violation of any Applicable Laws; and (C) no default or breach exists, or as of the Closing will exist, under any of the covenants, conditions, restrictions, rights-of-way, or easements affecting the Property or any portion thereof.

(x) Neither Seller nor to Seller's actual knowledge any previous owner of the Property or any other person or entity has ever used, generated, processed, stored, disposed of, released or discharged in violation of any applicable Environmental Law any Hazardous Substance on, under, or about the Property or transported it to or from the Property,

nor, has any party ever alleged that any such activities have occurred; no use by Seller or, to Seller's actual knowledge any previous owner of the Property or any other person or entity, has occurred which violates or has been alleged by any party to violate any applicable Environmental Law; and the Property is not on any "**Superfund**" list under any applicable Environmental Law, nor is it subject to any lien related to any environmental matter. "**Hazardous Substance**" means all hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents, radon and urea formaldehyde), and any other similar substances or materials which are included or regulated by any local, state, or Federal law, rule, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, as amended (collectively, "**Environmental Laws**").

(b) The phrase "*to Seller's actual knowledge*" will mean the actual knowledge of Seller with no duty of investigation or inquiry. If any of the representations or warranties by Seller contained in this Agreement becomes materially untrue or incorrect, Seller will immediately notify Buyer thereof, and Seller will use good faith efforts to make such representations or warranties true and correct on the Closing Date. If any of the representations or warranties contained in this Agreement are untrue or incorrect on the Closing Date, Buyer may: (i) terminate this Agreement and receive the Deposit; or (ii) elect to close notwithstanding the failure of such representation or warranty, in which event such Closing will be deemed a waiver by Buyer of the failure of such representation or warranty and this Agreement will remain in full force and effect. Without limitation of but in addition to the foregoing, if Seller breaches any of the representations, covenants, or warranties in this Section, and Buyer has not waived the failure of such representation or warranty by electing to proceed with the Closing pursuant to clause (ii) above, Seller will indemnify, protect, defend (with counsel reasonably acceptable to Buyer), and hold Buyer, its successors and assigns, harmless for, from and against all claims, fines, penalties, fees, charges, and liabilities, including all actual damages, costs and losses, including reasonable attorneys' fees, arising out of or attributable to such breach. Seller's representations and warranties set forth in this Section 11 will survive Closing for a period of one (1) year, will not merge into the Deed to be delivered at such Closing and are deemed to be material to Buyer's execution of this Agreement and Buyer's performance of its obligations hereunder.

12. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby warrants that subject to the provisions of this Agreement, Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder; and all required action necessary to authorize Buyer to enter into this Agreement and to carry out its obligations hereunder has been or will have been taken prior to the Closing Date. If Buyer breaches any of the representations, covenants, or warranties in this Section 12, Buyer will indemnify, protect, defend (with counsel reasonably acceptable to Seller), and hold Seller, its successors and assigns, harmless for, from and against all claims, fines, penalties, fees, charges, and liabilities, including all actual damages, costs and losses, including reasonable attorneys' fees, arising out of or attributable to such breach. Buyer's representations, covenants and warranties set forth in this Agreement will survive the Closing, and will not merge

into the Deed to be delivered at such Closing and are deemed to be material to Seller's execution of this Agreement and Seller's performance of its obligations hereunder.

13. ENVIRONMENTAL CONDITION.

Buyer's obligation to proceed with the Closing is expressly conditioned upon: (a) Buyer's receipt, at Buyer's expense, of an environmental consultant report (or reports), addressed to Buyer, the form and content of which and the individual or firm preparing the report(s) being acceptable to Buyer, presenting the results of an environmental investigation and assessment of the Property and such property in the vicinity of the Property, including without limitation, any feasibility study authorized pursuant to Section 4.02, as may be appropriate in Buyer's discretion in light of the former use and intended use of the Property, with regard to the existence, generation, processing, storing, disposal, release or discharge of any Hazardous Substances, from, on, under, about, or in the vicinity of the Property and with respect to Environmental Laws relating to Hazardous Substances affecting the Property, including, without limitation, an investigation commonly referred to as a "Phase I Environmental Assessment" meeting the standards of practices set by ASTM under Designation E 1527-05 and the "all appropriate inquiry" standard contained in Part 312 of Title 40 of the Code of Federal Regulations in order to qualify Buyer for one or more of the defenses to owner liability available under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") and such further or supplemental investigation reasonably appropriate to address potential threats to human health or the environment associated with the historic use of Property or such property in the vicinity of the Property (collectively, the "**Buyer's Environmental Reports**"), which report(s) have been prepared or updated to no more than six (6) months prior to expiration of the Feasibility Period, and such further investigations and/or reports as Buyer may require due to the recommendation and conclusion obtained in the Buyer's Environmental Reports; and (b) Buyer's satisfaction with the contents of Buyer's Environmental Reports, in Buyer's sole and absolute discretion. In the event the Phase I Environmental Assessment recommends a Phase II Environmental Assessment or further investigations and/or reports as Buyer may require due to the recommendation and conclusion obtained in the Buyer's Environmental Reports then the Feasibility Period will be extended for the period of time necessary for Buyer to obtain such additional investigations or reports not to exceed an additional sixty (60) days. If Buyer is not satisfied with the results of such investigation(s) and report(s), Buyer may terminate this Agreement by providing written notice of the same to Seller prior to expiration of the Feasibility Period, neither Party will have any further rights, obligations or liabilities under this Agreement other than those that survive termination of this Agreement, and the Deposit will be returned to Buyer. Notwithstanding the foregoing, if and upon delivery by Buyer of its Notice of Suitability, Buyer will be deemed to have obtained and been satisfied all such Buyer's Environmental Reports. Buyer's obligation to proceed with the Closing is expressly conditioned upon there having been no change in the condition of the Property or the property in the vicinity of the Property that is material with respect to Buyer's Environmental Reports as determined by Buyer in its commercially reasonable discretion.

14. CONDITIONS PRECEDENT TO CLOSING

Buyer's obligation to close the purchase of the Property at the Closing is expressly conditioned upon the following conditions precedent, which conditions may be waived by Buyer, in Buyer's sole discretion:

14.01 To the extent applicable, Seller will have provided Buyer final unconditional lien releases from all contractors and subcontractors for all contract improvement costs incurred prior to and as of such Closing for all work on or related to the Property (or unconditional, but not final, lien releases for all work performed up through the date of such Closing, that is not complete and Buyer has elected to close with a Purchase Price reduction or a holdback for the remaining contract amount for such work).

14.02 The Title Company will be unconditionally committed to issue the Title Policy to Buyer.

14.03 All of Seller's representations and warranties as set forth in this Agreement will be true and correct as of such Closing.

14.04 Seller will have deposited with Escrow Holder the documents required to be deposited by Seller under the terms of this Agreement and will not be in default in performing Seller's obligations under this Agreement.

14.05 There will not have occurred any material adverse change with respect to the Property from the condition existing as of the Effective Date.

14.06 There will be no leases in effect or parties in possession of the Property, any such leases will have terminated and the tenants under the leases will have vacated the Property.

14.07 Buyer's Board of Directors has approved the acquisition of the Property pursuant to this Agreement.

If one or more conditions precedent are neither satisfied nor waived by Buyer by the Closing Date, Buyer may, in addition to all other rights and remedies: (a) terminate this Agreement by giving a written notice of termination to Seller, and in such case the Deposit will be returned to Buyer and neither party will have any further rights, obligations or liabilities under this Agreement other than those that expressly survive termination of this Agreement; (b) continue with such Closing and waive such condition as to such Closing; (c) extend the Closing Date until the date that is five (5) business days after the date that such condition is satisfied; (d) proceed to the Closing subject to Seller's obligation to satisfy the condition post-Closing, which obligation will survive the Closing; or (e) if the failure to satisfy a condition is due to a default by Seller under this Agreement, then in addition to any other rights or remedies in this Agreement, Buyer will have the rights set forth in Section 5.02.

15. NOTICE

Any notice authorized, required, or permitted to be given hereunder will be addressed to the party to be notified at the following address:

Seller: MARY LOUISE EDMUNDSON GOMEZ, as Trustees of THE MARY EDMUNDSON GOMEZ TRUST, U/A dated July 5, 2016
11380 W. Hazelwood Dr.
Boise, ID 83709-6388

With a copy to: Laureen Borup
RE/MAX Gold NorCal
19110 Moonrise Trail
Groveland, CA 95321
Telephone: (209) 628-4600
Email: remaxyosemite@gmail.com

Buyer: Groveland Community Services District
18966 Ferretti Rd.
Groveland, CA 95321
Attention: Peter J. Kampa, General Manager
Telephone: (209) 591-7100 cell, (209) 962-7161, ext 1024
E-Mail Address: pkampa@gcsd.org

With a copy to: Neumiller & Beardslee
3121 West March Lane, Suite 100
Stockton, CA 95219
Attention: Eric Nims
Telephone: (209) 948-8200
E-Mail Address: enims@neumiller.com

Escrow Holder/Title Company: Yosemite Title Company
ATTN: Kayla L. Brown
208 S. Washington St.
Sonora, CA. 95370
Phone: 209-532-8174 Ext. 218
Fax: 209-532-2623
E-mail:

Any notice delivered by United States mail, postage prepaid, certified mail or registered mail, return receipt requested, by hand delivery or sent by overnight courier will be deemed received on the date of actual receipt or upon refusal of delivery. Notice given by e-mail will be effective upon confirmation of transmission. If requested by the other Party, Buyer or Seller as the recipient of an e-mail notice will have an affirmative obligation to send an e-mail response acknowledging the receipt of the e-mail (but only one acknowledgement on behalf of each Party will be required). Any address for notice may be changed by ten (10) days prior written notice in the manner provided above.

16. MISCELLANEOUS PROVISIONS

16.01 Survival of Covenants. Any covenant or agreement in this Agreement which contemplates performance after the time of the Closing will not be deemed to be merged into or waived by the instruments of the Closing, but will expressly survive such Closing and be binding upon the Parties obligated thereby, subject to the limitations contained in this Agreement.

16.02 Successors and Assigns. The terms, provisions, warranties, representations, covenants, and agreements contained in this Agreement will apply to, be binding upon, and inure to the benefit of, the Parties hereto and their respective legal representatives, successors, and assigns. Seller will not assign this Agreement without Buyer's prior written approval, which may be withheld in Buyer's sole discretion.

16.03 Parties Cooperation; Additional Escrow Instructions. The Parties will each cooperate with each other, their employees, and agents to facilitate the purchase of the Property by Buyer under the terms and conditions in this Agreement. Buyer and Seller agree to execute any additional escrow instructions not inconsistent with the terms of this Agreement as will be reasonably required by Escrow Holder. To the extent of any conflict between such additional escrow instructions and this Agreement, this Agreement will control.

16.04 Governing Law. This Agreement will be governed and interpreted under the laws of the State of California without regard to its conflict of law rules.

16.05 Section Headings. The section headings used in this Agreement are for reference and convenience purposes only, and will not be used in the interpretation of this Agreement. Should there be any conflict between any such caption and the provision at the head of which it appears, the provision, and not the caption, will control and govern in the construction of this Agreement.

16.06 Exhibits and Schedules. All exhibits and schedules attached hereto are incorporated in this Agreement by reference and made a part of this Agreement.

16.07 No Waiver of Future Performance. Failure of Buyer or Seller to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement or to exercise any right or privilege in this Agreement conferred will not be construed as a waiver of any such covenant or condition.

16.08 Integration; Amendment in Writing. This Agreement contains the entire agreement between the Parties relating to the Property, and neither party will be bound by any oral statement or oral or written agreement made prior to or contemporaneous with this Agreement and not included within this Agreement. This Agreement cannot be amended except by written agreement executed by the Parties, including Buyer's Corporate Approval.

16.09 Survival of Representations. All of the representations, warranties, covenants, and agreements made by Seller and by Buyer will survive the Closing and will not be merged therein for the benefit of Buyer and Seller and their respective legal representatives, successors, and assigns.

16.10 Attorney's Fees. If Seller or Buyer become involved in any dispute arising out of the breach or alleged breach of this Agreement or otherwise concerning any provision of this Agreement or the rights and duties of any party under this Agreement, the prevailing party will be entitled to be paid its reasonable attorneys' fees, as well as all other reasonable fees and costs incurred in preparation for or investigation of any matter relating to the dispute (including any resulting litigation or other alternative dispute resolution proceeding). For the purposes of this Section 16.10, attorneys' fees will include, without limitation, fees incurred in the following: (a) post-judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; (e) any appeals; and (f) bankruptcy proceedings. This Section is intended to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

16.11 No Partnership or Joint Venture. Nothing contained in this Agreement is intended to create, nor will it ever be construed to make, Seller and Buyer partners or joint venturers.

16.12 Consent. Any consent requested or required by one party under the terms of the Agreement will not be unreasonably withheld or delayed by the other party hereto unless expressly stated in this Agreement to be at the sole and absolute discretion of such party, in which case such party will have sole and absolute discretion to withhold or delay such consent.

16.13 Severability. The provisions of this Agreement are severable, and if any provision or part hereof or the application thereof to any person or circumstances will ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provisions or part hereof to other persons or circumstances will not be affected thereby.

16.14 Dates for Performance. The time in which any act under this Agreement is to be done will be computed by excluding the first and including the last day. Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for in this Agreement fall on a Saturday, Sunday or other legal holiday, such date will be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday. For the purposes of this Agreement, the word "day" will mean "calendar" day and the phrase "business day" will mean those days on which the Tuolumne County Superior Court is open for business.

16.15 Counterparts and Electronic Signatures. This Agreement may be executed in one or more identical counterparts, of each which will be deemed an original, but all of which together will constitute one and the same instrument. The Parties acknowledge and agree that execution of this Agreement may be accomplished by electronic signature utilizing DocuSign or any other mutually acceptable similar online, electronic, or digital signature technology. The Parties agree that the Notice of Suitability may also be executed by Buyer (including Buyer's Authorized Officer) utilizing DocuSign or another similar online, electronic, or digital signature technology. The Parties agree that this Agreement may be transmitted by facsimile machine or by electronic scanning and email, and the Parties intend that faxed, scanned, and electronic signatures will constitute original signatures. A facsimile or scanned copy or any counterpart or conformed copy of this Agreement, including use of Adobe PDF technology to merge pages and create a conformed copy of this Agreement, with the signature (original, faxed, or scanned signature or permitted electronic signature) of all of the Parties will be binding on the Parties. Except as provided in this Section 16.15 with respect to electronic signatures (e.g., DocuSign) and faxing, scanning, and emailing: (1) Seller and Buyer do not assent or agree to and will not be bound by any electronic record, and without limiting the foregoing, (2) Buyer and Seller agree that the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act, and any other laws applicable to contracting electronically do not and will not apply to the execution of this Contract or any amendment hereto.

16.16 Construction of Agreement. The agreements contained herein will not be construed in favor of or against either Party but will be construed as if both parties prepared this Agreement. Buyer and Seller acknowledge that they have been represented, or have had the

opportunity to be represented, by counsel of their own choice. In this Agreement, the masculine, feminine or neuter gender, the singular or plural number will be deemed to include the other whenever the context so requires, and "will" and "agrees" are mandatory, and "may" is permissive. The parties acknowledge, understand and agree that their respective agents and representatives executing this Agreement on behalf of each of the parties are learned and conversant in the English language, and that the English language will control the construction, enforcement, governance, interpretation and performance of this Agreement.

16.17 No Third Party Beneficiaries. Nothing expressed or mentioned in this Agreement is intended or will be construed to give any person, other than the Parties hereto, their respective successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions herein contained, this Agreement and any conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the above mentioned Parties, persons and entities, and for the benefit of no other person.

EXECUTED by the parties hereto in multiple copies, each of which will be deemed to be an original, on the dates set forth below.

SELLER:

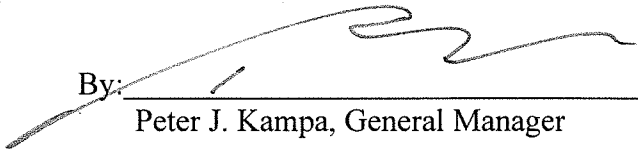
Mary L.E. Gomez

MARY LOUISE EDMUNDSON GOMEZ, as
Trustee of THE MARY EDMUNDSON
GOMEZ TRUST, U/A dated July 5, 2016

Date of Execution: 09/14/2021, 2021

BUYER:

GROVELAND COMMUNITY SERVICES
DISTRICT, political subdivision of the State of
California

By: _____
Peter J. Kampa, General Manager

Date of Execution: 09/14/, 2021

ACKNOWLEDGEMENT OF ESCROW HOLDER:

The undersigned Escrow Holder hereby agrees to (i) accept the foregoing Contract, (ii) be the Escrow Holder under said Contract and (iii) be bound by said Contract in the performance of its duties as Escrow Holder; provided, however, the undersigned will have no obligations, liability or responsibility under (a) this consent or otherwise unless and until said Contract, fully signed by the parties, has been delivered to the undersigned or (b) any amendment to said Contract unless and until the same will be accepted by the undersigned in writing.

Yosemite Title Company

By: _____

, Escrow Officer

Date of Receipt: _____, 2021 (the "Opening of Escrow")

EXHIBITS:

- EXHIBIT A: Legal Description of the Property
- EXHIBIT B: Depiction of the Property
- EXHIBIT C: Memorandum of Agreement
- EXHIBIT D: General Assignment
- EXHIBIT E: Estoppel Certificate
- EXHIBIT F: Professional's Consent

EXHIBIT A

Legal Description of the Property

Real property in the County of Tuolumne, State of California, described as follows:

[see following page]

Exhibit A

PARCEL 1:

LOT 10 IN BLOCK 6 OF THE TOWNSITE OF GROVELAND, ACCORDING TO THE OFFICIAL MAP THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER, TUOLUMNE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF THE HEREIN DESCRIBED CONTAINED IN DEED TO THE CITY AND COUNTY OF SAN FRANCISCO A MUNICIPAL CORPORATION, DATED JANUARY 14, 1918 AND RECORDED JANUARY 14, 1918 IN BOOK 80, DEEDS, PAGE 350, TUOLUMNE COUNTY RECORDS, BEING FURTHER SHOWN AND DELINEATED ON RECORD OF SURVEY 39, PAGE 12, FILED OCTOBER 22, 1996, TUOLUMNE COUNTY RECORDS.

APN: 007-010-02-00

PARCEL 2:

ALL THAT PORTION OF LOT 8 IN BLOCK 6 OF THE TOWNSITE OF GROVELAND, AS SHOWN ON MAP THEREOF PREPARED BY A.B. BEAUVAIS, TUOLUMNE COUNTY SURVEYOR, FILED JUNE 26, 1878 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF TUOLUMNE, STATE OF CALIFORNIA, LYING NORTH OF THE NORTHERN BOUNDARY OF THE RHODE ISLAND QUARTZ MINING CLAIM, AS SAID MINING CLAIM IS DESCRIBED IN A JUDGMENT AND DECREED DATED OCTOBER 13, 1900, RECORDED FEBRUARY 4, 1904 IN VOLUME 54, PAGE 357 OF DEEDS, TUOLUMNE COUNTY RECORDS, AND NORTH AND WEST OF LOT 10 OF BLOCK 6, SAID TOWNSITE OF GROVELAND.

EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO GROVELAND COMMUNITY SERVICE DISTRICT DESCRIBED IN DEED RECORDED JANUARY 6, 1999 IN VOLUME 1568, OF OFFICIAL RECORDS, PAGE 170, TUOLUMNE COUNTY RECORDS.

TOGETHER WITH A PORTION OF THAT PARCEL OF LAND DESCRIBED IN VOLUME 404 OF OFFICIAL RECORDS, AT PAGE 557, FILED IN THE TUOLUMNE COUNTY RECORDER'S OFFICE, LYING IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 16 EAST, M.D.M., IN AN UNINCORPORATED AREA OF TUOLUMNE COUNTY, CALIFORNIA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTH ONE-SIXTEENTH CORNER COMMON TO SECTIONS 20 AND 21, TOWNSHIP 1 SOUTH, RANGE 16 EAST, M.D.M., MARKED BY A 1" IRON PIPE WITH PLASTIC PLUG STAMPED LS 5287 IN A MOUND OF STONE AS SHOWN IN VOLUME 39 OF RECORDS OF SURVEY, AT PAGE 12, FILED IN SAID RECORDER'S OFFICE; THENCE ALONG THE NORTHERLY BOUNDARY OF THE TOWNSITE OF GROVELAND, SOUTH 88° 11' 29" WEST 174.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY SOUTH 88° 29' WEST 737.40 FEET; THENCE NORTH 71° 05' 17" EAST 385.76 FEET; THENCE SOUTH 74° 42' 19" EAST 385.76 FEET TO THE TRUE POINT OF BEGINNING.

APN: 007-010-20-00

Exhibit A

EXHIBIT B

Depiction of the Property

[see following page]

Provided by:

22

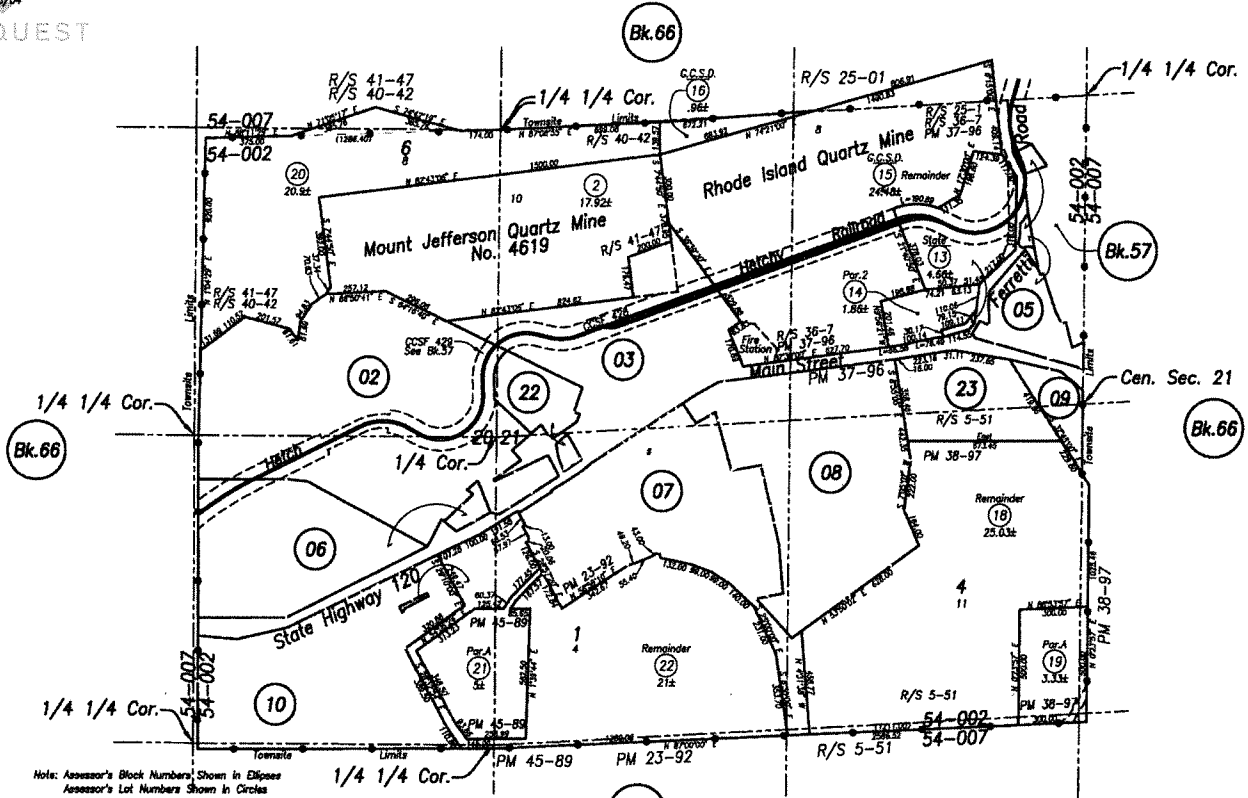
REVISION DATE
8/03/04

PARCELQUEST

POR. SEC. 20 & 21 T.1S., R.16E., M.D.B.&M.

Tax Rate Area
54-002

07-01



Note: Assessor's Block Numbers Shown in Ellipses
Assessor's Lot Numbers Shown in Circles

Note: This Plot Is For Assessment Purposes
Only And Not An Official Map.
Copyright © 1998 by Tuolumne Co. Assessor

Symbol connects Assessor Parcels currently
separated for tax purposes, but make up a
single legal parcel.

R/S 13-65 (Box of Sec.20 & 21)
R/S 16-56 (Box of Sec.20)

Assessor's Map 7-01
Goveland
County of Tuolumne, Calif.
1976

EXHIBIT C

Memorandum of Agreement

WHEN RECORDED MAIL TO:

Groveland Community Services District
18966 Ferretti Rd.
Groveland, CA 95321
Attention: Peter J. Kampa, General Manager

Above space for recorder's use

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("**Memorandum**") is made as of _____, 2021, between MARY LOUISE EDMUNDSON GOMEZ, as Trustee of THE MARY EDMUNDSON GOMEZ TRUST, U/A dated July 5, 2016 ("**Seller**"), and GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operated under the California Government Code section 61000, et seq. ("**Buyer**"), who agree as follows:

1. The parties have entered into that certain Purchase and Sale Agreement with an Effective Date of _____, 2021, ("**Agreement**"), which is incorporated herein by reference as if fully set forth herein. All capitalized terms not defined herein will have the meanings ascribed to them set forth in the Agreement.
2. Pursuant to the Agreement, Seller has agreed to sell to Buyer that certain real property described on Exhibit 1 hereto ("**Property**"). The Agreement is incorporated in this Memorandum by this reference.
3. The parties desire to make Buyer's right to purchase the Property a matter of public record and therefore have caused this Memorandum to be recorded in the Official Records of Tuolumne County, California. If there is any inconsistency between the Agreement and this Memorandum, the Agreement will control and govern the rights and duties of Buyer and Seller.
4. Pursuant to Sections 2881 and 2884 of the California Civil Code, Seller grants to Buyer a lien against the Property, and this Memorandum will constitute notice of the lien, to secure the performance of Seller's obligation to refund the Deposit provided by Buyer and disbursed to Seller if Buyer becomes entitled to the reimbursement in accordance with the terms of the Agreement.

EXECUTED as of the date first written above.

SELLER:

MARY LOUISE EDMUNDSON GOMEZ, as
Trustee of THE MARY EDMUNDSON
GOMEZ TRUST, U/A dated July 5, 2016

BUYER:

GROVELAND COMMUNITY SERVICES
DISTRICT, political subdivision of the State of
California

By: _____
Peter J. Kampa, General Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT 1

Legal Description

Real property in the County of Tuolumne, State of California, described as follows:

[see following page]

PARCEL 1:

LOT 10 IN BLOCK 6 OF THE TOWNSITE OF GROVELAND, ACCORDING TO THE OFFICIAL MAP THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER, TUOLUMNE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF THE HEREIN DESCRIBED CONTAINED IN DEED TO THE CITY AND COUNTY OF SAN FRANCISCO A MUNICIPAL CORPORATION, DATED JANUARY 14, 1918 AND RECORDED JANUARY 14, 1918 IN BOOK 80, DEEDS, PAGE 350, TUOLUMNE COUNTY RECORDS, BEING FURTHER SHOWN AND DELINEATED ON RECORD OF SURVEY 39, PAGE 12, FILED OCTOBER 22, 1996, TUOLUMNE COUNTY RECORDS.

APN: 007-010-02-00

PARCEL 2:

ALL THAT PORTION OF LOT 8 IN BLOCK 6 OF THE TOWNSITE OF GROVELAND, AS SHOWN ON MAP THEREOF PREPARED BY A.B. BEAUVAIS, TUOLUMNE COUNTY SURVEYOR, FILED JUNE 26, 1878 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF TUOLUMNE, STATE OF CALIFORNIA, LYING NORTH OF THE NORTHERN BOUNDARY OF THE RHODE ISLAND QUARTZ MINING CLAIM, AS SAID MINING CLAIM IS DESCRIBED IN A JUDGMENT AND DECREED DATED OCTOBER 13, 1900, RECORDED FEBRUARY 4, 1904 IN VOLUME 54, PAGE 357 OF DEEDS, TUOLUMNE COUNTY RECORDS, AND NORTH AND WEST OF LOT 10 OF BLOCK 6, SAID TOWNSITE OF GROVELAND.

EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO GROVELAND COMMUNITY SERVICE DISTRICT DESCRIBED IN DEED RECORDED JANUARY 6, 1999 IN VOLUME 1568, OF OFFICIAL RECORDS, PAGE 170, TUOLUMNE COUNTY RECORDS.

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COMMENCING AT NORTH ONE-SIXTEENTH CORNER COMMON TO SECTIONS 20 AND 21, TOWNSHIP 1 SOUTH, RANGE 16 EAST, M.D.M., MARKED BY A 1" IRON PIPE WITH PLASTIC PLUG STAMPED LS 5287 IN A MOUND OF STONE AS SHOWN IN VOLUME 39 OF RECORDS OF SURVEY, AT PAGE 12, FILED IN SAID RECORDER'S OFFICE; THENCE ALONG THE NORTHERLY BOUNDARY OF THE TOWNSITE OF GROVELAND, SOUTH 88° 11' 29" WEST 174.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY SOUTH 88° 29' WEST 737.40 FEET; THENCE NORTH 71° 05' 17" EAST 385.76 FEET; THENCE SOUTH 74° 42' 19" EAST 385.76 FEET TO THE TRUE POINT OF BEGINNING.

APN: 007-010-20-00

EXHIBIT D

General Assignment

THIS GENERAL ASSIGNMENT AGREEMENT (“**Assignment**”), is made as of the _____ day of _____, 2021, by and between MARY LOUISE EDMUNDSON GOMEZ, as Trustee of THE MARY EDMUNDSON GOMEZ TRUST, U/A dated July 5, 2016 (“**Assignor**”), and GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operated under the California Government Code section 61000, et seq. (“**Assignee**”).

W I T N E S S E T H:

Assignor has sold to Assignee the real property situated in the unincorporated area of Tuolumne County (the “**County**”), California, as are more particularly described in **Schedule 1** attached hereto (“**Property**”). Assignor desires to transfer to Assignee, and Assignee desires to acquire from Assignor, all of Seller’s rights, privileges and easements appurtenant to the Land (the “**Appurtenances**”), and all improvements thereon (the “**Improvements**”). The Property, the Appurtenances and the Improvements are hereinafter referred to collectively as the “**Real Property**.” The Real Property is being conveyed by Assignor to Assignee pursuant to a grant deed (“**Grant Deed**”) of on or about even date herewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee any and all of Assignor’s right, title, interest, benefits and privileges that Assignor possesses in and to the following (collectively, the “**Rights**”):

(a) All contract rights, warranties, guaranties and licenses which benefit the Real Property;

(b) all contractual and statutory indemnities and warranties received by Assignor from third parties relating to the Property, including utility and other service providers, engineers, architects, consultants, contractors and subcontractors, and the associated rights and remedies, including indemnification rights, under any contract Assignor may have with any engineers, architects, consultants, contractors, and subcontractors for claims related to the Property;

(c) All soils tests, appraisals, engineering, seismic and geological reports and similar materials relating to any or all of the Real Property;

(d) All governmental entitlements (including, but not limited to, all environmental impact reports, negative declarations, map approvals, conditional use permits, building permits and certificates of occupancy for the Improvements), approvals, permissions, environmental clearances, authority to subdivide the Land, rights, licenses, permits any prepaid impact fees, agricultural mitigation fees and/or school fees attributed to the Property or paid by Assignor that relate to all or any of the Real Property; and

(e) All general intangibles relating to the development or use of the Real Property, including, without limitation, all names under which or by which the Real Property or any portion thereof may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, all trademarks and goodwill in any way relating to the Real Property and all plans, designs and specifications relating to the design of the residences and other improvements planned to be constructed on the Property.

2. Notwithstanding anything in this Assignment to the contrary, Assignor does not grant, assign, transfer, convey or deliver, to Assignee, by operation of this Assignment or otherwise, any right, title, interest, benefit, or privilege in or to the following: (i) sewer entitlements or allotments to any lots or real property other than the Real Property except as agreed by Assignor,.

3. Assignor hereby represents and warrants to Assignee that, effective as of the date of recordation of the Grant Deed, (i) Assignor has not assigned, sold, mortgaged, pledged or otherwise transferred all or any of Assignor's right, title or interest in or to any of the Rights to any party other than Assignee and (ii) Assignor owns the Rights free and clear from any and all liens, encumbrances and security interests.

4. This Assignment will be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

5. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party will be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

6. This Assignment will be governed by, interpreted under, and enforced and construed in accordance with the laws of the State of California.

7. This Assignment may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first hereinabove written.

ASSIGNOR:

MARY LOUISE EDMUNDSON GOMEZ, as Trustee of THE
MARY EDMUNDSON GOMEZ TRUST, U/A dated July 5, 2016

ASSIGNEE:

GROVELAND COMMUNITY SERVICES DISTRICT, political
subdivision of the State of California

By: _____

Peter J. Kampa, General Manager

SCHEDULE 1

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the County of Tuolumne, State of California, described as follows:

[see following page]

PARCEL 1:

LOT 10 IN BLOCK 6 OF THE TOWNSITE OF GROVELAND, ACCORDING TO THE OFFICIAL MAP THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER, TUOLUMNE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF THE HEREIN DESCRIBED CONTAINED IN DEED TO THE CITY AND COUNTY OF SAN FRANCISCO A MUNICIPAL CORPORATION, DATED JANUARY 14, 1918 AND RECORDED JANUARY 14, 1918 IN BOOK 80, DEEDS, PAGE 350, TUOLUMNE COUNTY RECORDS, BEING FURTHER SHOWN AND DELINEATED ON RECORD OF SURVEY 39, PAGE 12, FILED OCTOBER 22, 1996, TUOLUMNE COUNTY RECORDS.

APN: 007-010-02-00

PARCEL 2:

ALL THAT PORTION OF LOT 8 IN BLOCK 6 OF THE TOWNSITE OF GROVELAND, AS SHOWN ON MAP THEREOF PREPARED BY A.B. BEAUVAIS, TUOLUMNE COUNTY SURVEYOR, FILED JUNE 26, 1878 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF TUOLUMNE, STATE OF CALIFORNIA, LYING NORTH OF THE NORTHERN BOUNDARY OF THE RHODE ISLAND QUARTZ MINING CLAIM, AS SAID MINING CLAIM IS DESCRIBED IN A JUDGMENT AND DECREED DATED OCTOBER 13, 1900, RECORDED FEBRUARY 4, 1904 IN VOLUME 54, PAGE 357 OF DEEDS, TUOLUMNE COUNTY RECORDS, AND NORTH AND WEST OF LOT 10 OF BLOCK 6, SAID TOWNSITE OF GROVELAND.

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APN: 007-010-20-00

EXHIBIT E

ESTOPPEL CERTIFICATE

Groveland Community Services District
18966 Ferretti Rd.
Groveland, CA 95321
Attention: Peter J. Kampa, General Manager

Re: _____
_____, California

Ladies and Gentlemen:

The purpose of this certificate is to confirm the current status of matters relating to the Lease described below. It is for the benefit of the owner, GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operated under the California Government Code section 61000, et seq. (“GCSD”) any other prospective purchaser or mortgagee of the Leased Premises and their respective successors and assigns. Tenant hereby certifies to Landlord, GCSD, their lenders, and each of their respective successors and assigns, as follows:

(1) The undersigned is the Tenant under a lease agreement between MARY LOUISE EDMUNDSON GOMEZ, as Trustee of THE MARY EDMUNDSON GOMEZ TRUST, U/A dated July 5, 2016, as Lessor (together with the successors in interest of said Lessor, “Landlord”), and _____, as Tenant, dated _____, covering the premises commonly known as County of Tuolumne, California, APNs 007-010-002 and 007-010-020 (the “Leased Premises”). A copy of the fully executed lease agreement and all amendments or modifications thereto, if any (collectively, the “Lease”), are attached hereto. There are no other modifications or amendments to the Lease.

(2) There are no unfulfilled written or oral promises, representations or warranties by the Landlord.

(3) There are no subleases of the Leased Premises or any portion thereof.

(4) The Lease is in good standing and in full force and effect. Landlord is not in default under the Lease, Tenant agrees to give notice of any Landlord default to any purchaser or lender making written request to Tenant for the same.

(5) Except for rents (if any) which may be due under the Lease for the current month, there are no rents or other charges which have been prepaid to Landlord under the Lease other than the following: _____

_____.

(6) Landlord holds a security deposit on behalf of Tenant in the amount of _____.

(7) Tenant acknowledges that the Leased Premises have been accepted by Tenant, that Tenant now occupies the Leased Premises, that the commencement date for the term of the Lease was _____, _____, and that the term of the Lease expires on _____.

(8) There are no rentals or other charges under the Lease which are due and unpaid. Rentals are fully paid (if required by the Lease) through the last day of the month in which this Estoppel Certificate has been executed except _____.

(9) Tenant has no known offsets or credits against rentals or other charges under the Lease except as expressly provided by the terms of the Lease. Tenant has no known right of recession of the Lease or any defense to Tenant's future obligations to pay the specified rentals and other charges under the Lease at the times and in accordance with the Lease terms. Tenant has not received any concession (rental or otherwise) or similar compensation not expressed in the Lease.

(10) Tenant has no options or rights of refusal to purchase the Leased Premises other than as set out in the Lease.

(11) Tenant acknowledges that this Estoppel Certificate and the statements therein may be conclusively relied upon by Landlord and by any prospective purchaser or lien holder of the Leased Premises.

(12) This certificate will inure to the benefit of the Landlord, any present or future mortgagee, Buyer, GCSD, any other prospective purchaser or master Lessee of the Leased Premises, and their successors and assigns. Tenant understands that GCSD will rely upon this certificate in deciding whether to purchase the Property. Tenant agrees that the statements in this certificate will be binding upon Tenant.

EXECUTED this ____ day of _____, 20__.

(Name of Tenant)

By: _____

Name: _____

Title: _____

EXHIBIT F

PROFESSIONAL’S CONSENT

This Professional Consent (“**Consent**”) is entered into as of _____, 2021, by _____ (“**Professional**”) in favor GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operated under the California Government Code section 61000, et seq. (“**GCSD**”).

1. Pursuant to the terms and conditions of a separate Purchase and Sale Agreement by and between MARY LOUISE EDMUNDSON GOMEZ, as Trustee of THE MARY EDMUNDSON GOMEZ TRUST, U/A dated July 5, 2016 as seller (“**Owner**”), and GCSD as buyer (the “**Purchase Agreement**”), GCSD is in contract with Owner to purchase that certain real property located in the County of Tuolumne, California, with APNs 007-010-002 and 007-010-020 (the “**Property**”). The sale of the Property to GCSD, if consummated, would include Owner’s rights to all engineering drawings, construction drawings, plans and specifications and all other work product created or prepared by Professional relating to the Property (collectively, the “**Plans and Specifications**”).

2. Professional hereby consents to the assignment to GCSD of Owner’s rights and benefits in and to the Plans and Specifications with regard to the Property, without the imposition by Professional of any fee or charge with respect to such assignment. Professional hereby agrees that GCSD will have the right to use the Plans and Specifications for the Property. Professional hereby grants GCSD and its successors, assigns, affiliates, professionals and consultants an irrevocable and unrestricted license and right to use the Plans and Specifications for the Property.

3. In the event of any action, claim, dispute, proceeding or litigation arising out of or relating to this Consent, the prevailing party will be entitled to the recovery of its reasonable attorneys’ fees and costs, in addition to any other amounts that may be awarded by a court of competent jurisdiction.

4. All of the covenants, terms and conditions set forth herein will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

5. The terms and provisions of this Consent will be construed in accordance with and will be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Professional has entered into this Consent as of the date first written above.

PROFESSIONAL:

By: _____
Name: _____
Title: _____

**FIRST AMENDMENT
TO
PURCHASE AND SALE AGREEMENT**

This First Amendment to Purchase and Sale Agreement (“*First Amendment*”) is entered into as of October 27, 2021 by and between MARY LOUISE EDMUNDSON GOMEZ, as Trustee of THE MARY EDMUNDSON GOMEZ TRUST, U/A dated July 5, 2016 (“**Seller**”), and GROVELAND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California and a community services district formed and operated under the California Government Code section 61000, et seq. (“**Buyer**”).

Recitals:

- A. Buyer and Seller did enter into that certain Purchase and Sale Agreement and Joint Escrow Instructions on or about September 14, 2021 (“*PSA*”) for the sale by Seller, and purchase by Buyer, of the Property.
- B. Buyer and Seller have since discovered the Purchase Price within the PSA is incorrect.
- C. Buyer and Seller now wish to revise the PSA to correct the Purchase Price.

NOW THEREFORE, Buyer and Seller agree as follows:

Agreement:

- 1. The first sentence of Section 1.02 within the PSA is deleted in its entirety and replaced with the following: “The purchase price payable at Closing will be ONE HUNDRED SEVENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$178,000.00) (“**Purchase Price**”).”
- 2. All provisions of the PSA, as amended, except as modified by this First Amendment, remain in full force and effect and are reaffirmed.
- 3. All capitalized terms used herein but not specifically defined herein have the meaning given to them in the PSA.
- 4. The recitals first-above written are incorporated into this First Amendment.
- 5. This First Amendment may be executed via telefax or electronic signatures and

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simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

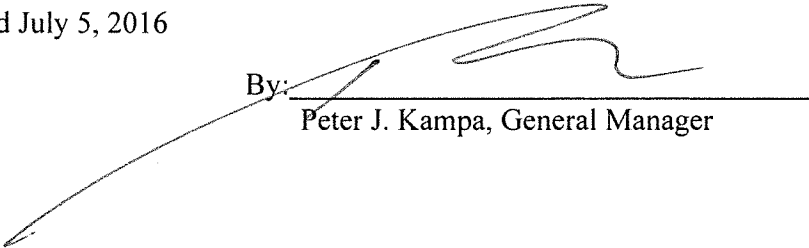
“SELLER”:

“BUYER”:

Mary L.E. Gomez
MARY LOUISE EDMUNDSON GOMEZ,
as Trustee of THE MARY EDMUNDSON
GOMEZ TRUST, U/A dated July 5, 2016

GROVELAND COMMUNITY SERVICES
DISTRICT, political subdivision of the State of
California

11/01/2021

By: 
Peter J. Kampa, General Manager

Escrow Holder acknowledges receipt of this First Amendment.

Dated: _____, 2021

YOSEMITE TITLE COMPANY

By _____
Its Authorized Officer

RESOLUTION 38-2021

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING THE PURCHASE OF VACANT LAND APN'S 007-010-002 AND 007-010-020 AND AUTHORIZING THE GENERAL MANAGER TO SIGN THE PURCHASE AGREEMENT AND RELATED DOCUMENTS REGARDING THE CLOSE OF ESCROW

WHEREAS, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, the District entered into negotiations for the purchase of vacant land intended to be used for public purposes identified in the 2021 Park Improvements Plans; and

WHEREAS, a purchase offer in the amount of \$178,000 was accepted by the Seller and the terms and conditions of the land sale and purchase has been documented in an agreement prepared by District legal counsel; and

WHEREAS, the District and its legal counsel have completed the evaluation of the property, it's incumbrances and any concerns with environmental or land title conditions; and

WHEREAS, the District and its legal counsel have determined that the property title is adequately clear and that there are no impediments identified to the district's future use of the property for public purposes and to meet the park facility priorities identified by the community through this Board.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY adopts Resolution 38-2021 approving the purchase of vacant land APN's 007-010-002 and 007-010-020 and authorize the General Manager to sign the purchase and sale agreement and related documents regarding the close of escrow.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on November 9, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Rachel Pearlman, Board Secretary

Janice Kwiatkowski, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on November 9, 2021.

DATED: _____