DATE: August 14, 2020

TO: Honorable Mayor and City Council Members

FROM: Ivette Iraheta, Grants Administrator

SUBJECT: August 19, 2020 City Council Meeting
Late Distribution of Report for Item D-3

I have requested inclusion of the above listed item on the August 19, 2020 City Council agenda, as a late distribution item because City of Madera (City) staff received a purchase offer on August 14, 2020 relating to the subject unit, a day after the agenda for the August 19, 2020 City Council was posted.

It is favorable for City of Madera to act on this item immediately. A prompt response to the purchase offer reduces the possibility of losing the buyer and reduces the possibility of continuing to incur costs associated with storage and maintenance of the unit.
SUBJECT:
Sale of a Manufactured Unit located at 1218 E. Cleveland Avenue, Space #4

RECOMMENDATION:
Approve a minute order accepting a purchase offer in the amount of $32,000 for a manufactured unit currently located at 1218 E. Cleveland Avenue, Space #4, and authorize staff to execute necessary documents to transfer title.

SUMMARY:
In December of 2015, Mr. and Mrs. Minjares obtained a CalHOME Manufactured Owner-Occupied Rehabilitation loan from the City to purchase a manufactured unit, which would be located at 1218 E. Cleveland Avenue, Space 4. The CalHOME loan was in the amount of $53,245, allowing them to purchase the unit, without having to make loan payments for up to 30 years, if they continuously resided in the unit. Failure to utilize the manufactured home as their primary residence in 2019 rendered them in default of the terms of the loan, requiring City to obtain possession of the unit on March 10, 2020. City staff listed it for sale and has received an offer in the amount of $32,000. City staff recommends that this offer be accepted and will then move forward with disposal of the asset.

DISCUSSION:
On May 13, 2019 the City was notified that Mr. and Mrs. Minjares were in default with the Meadows Home Community (The Meadows) due to failure to pay their space rent, located at 1218 E. Cleveland Avenue, Space #4, since October 2018. The Meadows intended to sell the manufactured unit, which was located on that space, as a means of recovering their lost rental income through an auction. City staff intervened to delay the auction and to obtain direction from Council on what to do with this matter. Staff was directed to list the manufactured unit for sale.
Staff listed the manufactured unit for sale in the amount of $35,000. After several weeks on the market, on May 27, 2020, the City received a cash offer in the amount of $25,000. Miracle Realty provided staff with comparable sales and this amount has been determined to be reasonable and fair market value. Council approved a minute order to accept the offer during its July 1, 2020 meeting; however, the offer did not move forward since the buyers backed down from the offer a few days after Council’s action.

The unit went back on the market and on August 14, 2020 Miracle Realty advised City staff that there was a new offer in the amount of $32,000. Staff recommends that this offer be accepted at the proposed amount. City would receive proceeds in this amount, minus any negligible deductions, as negotiated for damages/repairs that may be identified during an appraisal or any nominal fees that City staff deem necessary to close escrow. Should this offer fall through, staff requests that Council approve acceptance of any future comparable offer.

Selling the unit will alleviate the City from having to continue to pay rent for the space at The Meadows, recover administrative expenses, and deposit any remaining funds back into the CalHOME program income.

FINANCIAL IMPACT:

The sale of the manufactured home will not impact the General Fund. City will receive up to $32,000, which will help cover expenses incurred for gaining possession of the unit and staff will deposit remaining funds into the CalHOME program income account.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 101.10  Ensure adequate supply of affordable housing by promoting programs to assist in home ownership

Strategy 407  Elder Independence: Promote and Expand existing services to allow Madera’s elders to maintain independent lifestyles.

Strategy 135  Affordable, Accessible Housing: Ensure adequate supply of affordable, accessible and barrier-free housing citywide.

ALTERNATIVES:

Alternatives available for Council to consider are as follows:

1. Reject the offer. This alternative has the potential to create more fees in rental space and administrative costs.
2. Refer the item back to staff, to solicit more offers.

ATTACHMENTS:

A. Purchase offer
A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has

To the Buyer and the Seller:

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

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

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

To the Buyer and the Seller:

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

AGENT REPRESENTING BOTH SELLER AND BUYER
A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

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

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

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

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

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

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

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents and make sure you understand them.

AD REVISED 12/18 (PAGE 1 OF 2)
CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

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

(a) “Agent” means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase real property is obtained. The agent in the real property transaction bears responsibility for that agent’s salespersons or broker associates who perform as agents under that agent, or who perform as agents under other agents such as broker associates who perform as agents under that agent. When a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions.

(b) “Buyer” means a transferee in a real property transaction, and includes a person who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. “Buyer” includes any realty caused by any estate specified by Section 761 in property, except (1) single-family residential real property, (2) dwelling units subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 789.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. “Dual agent” means an agent acting, either directly or through a salesperson or broker associate, as agent for both the buyer and the seller in a real property transaction. “Listing agreement” means a written contract between a seller of real property and an agent, by which the agent has been authorized by the seller to list the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to be held by the agent pursuant to the terms of the agreement. “Seller’s agent” means a person who has obtained a listing of real property to act as an agent for compensation. “Listing price” is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller’s agent. “Offering price” is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. “Listing” includes any realty caused by any estate specified by Section 761 in property, and includes (1) single-family residential real property, (2) multiunit residential real property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. “Real property transaction” means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. “Sell,” “sale,” or “sold” refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year’s duration. “Sellers agent” means the transferor in a real property transaction and includes an owner who lists real property with the obligation to negotiate or who transfers ownership of the property which results in the owner being the seller of the property. “Seller” includes both a vendor and a lessor of real property. “Buyer’s agent” means an agent who represents a buyer in a real property transaction.

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

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

2079.16 Reproduced on Page 1 of this A D form. 2079.17(a) As soon as practicable, the buyer’s agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer’s agent, or as a dual agent representing both the buyer and the seller. The relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer’s agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller’s agent shall disclose to the seller whether the seller’s agent is acting in the real property transaction as the seller’s agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the buyer’s agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller’s Brokerage Firm ______________________________ License Number ______________________________

Is the broker of (check one): [ ] the seller, or [ ] both the buyer and seller. (dual agent)

Seller’s Agent ______________________________ License Number ______________________________

Is (check one): [ ] the seller’s Agent. (salesperson or broker associate) [ ] both the buyer’s and seller’s Agent. (dual agent)

Buyer’s Brokerage Firm ______________________________ License Number ______________________________

Is the broker of (check one): [ ] the buyer, or [ ] both the buyer and seller. (dual agent)

Buyer’s Agent ______________________________ License Number ______________________________

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

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

2079.18 (Repealed pursuant to AB-1298)

2079.19 (Repealed pursuant to AB-1298)

2079.20 (a) An agent is required to pay compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.21 (i) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. “Confidential information” means facts relating to the client’s financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Notwithstanding any other provision of this article, a salesperson or broker associate who performs as agents of the agent, when a salesperson or broker associate is appointed as a dual agent, or a salesperson or broker associate who serves as an agent for the principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions.

2079.23 Notwithstanding any other provision of this article, an agent may not, without the express permission of the client, disclose to the principal any confidential information obtained from the client. “Confidential information” means facts relating to the client’s financial position, motivations, bargaining position, or other personal information that may impact price, such as the client is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered.


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

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1128 E. Cleveland
POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT
(C.A.R. Form PRBS, Revised 12/18)

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

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

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

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

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

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

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

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

Seller ______________________________ Date ________________

Buyer ______________________________ Date ________________

Buyer's Brokerage Firm Coldwell Banker Premier
By ______________________________

Polly Fox

DRE Lic # 01103054 Date 08/13/2020

DRE Lic # 01975508 Date 08/13/2020

Carrie Haworth

Seller's Brokerage Firm Miracle Realty
By ______________________________

DRE Lic # 01952657 Date ____________

DRE Lic # 01969103 Date ____________

Brandy Delgadillo

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/17)

Property Address: 1218 E Cleveland Avenue #4, Madera, CA 93638 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

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

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

ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.

2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.

3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.

4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.

5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

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

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

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

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

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

Buyer/Tenant Polly Fox Date 08-13-2020
Buyer/Tenant Date
Seller/Landlord Date
Seller/Landlord Date

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WFA REVISED 12/17 (PAGE 1 OF 1)
MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCRROW INSTRUCTIONS (C.A.R. Form MHPA, Revised 12/18)

**Offer:**
A. **THIS IS AN OFFER FROM** Polly Fox ("Buyer").
B. **THE MANUFACTURED HOME** to be acquired is described in 1E and F below ("Property").
C. **THE PURCHASE PRICE** offered is **Thirty-Two Thousand, Five Hundred Dollars $32,500.00**

**Close of Escrow:**
D. **CLOSE OF ESCRROW** shall occur on **20 Days or Less** (date) or **Days After Acceptance**.
E. **TYPE OF MANUFACTURED HOME:** (Check the box below that applies: paragraphs (1)(a), (1)(b) or (2). Check ONLY one.)
   (1) PERSONAL PROPERTY MANUFACTURED HOME:
      a. [ ] A Manufactured Home On Leased Or Rented Land (complete paragraph F).
      b. [ ] A Manufactured Home To Be Sold With Real Property (complete paragraph F). Real Property situated in
         (City) California (County) California (Zip Code)
   OR (b) [ ] A Manufactured Home To Be Sold With Real Property (complete paragraph F). Real Property situated in
      (City) California (County) California (Zip Code)
   OR (2) [ ] A REAL PROPERTY MANUFACTURED HOME (complete applicable parts of paragraph F) situated in
      (City) California (County) California (Zip Code)

**Purchase Price Allocated as follows:**
- Manufactured Home $ _ _____
- Land $ _ _____
- TOTAL PURCHASE PRICE $ _ ____ 

**Disclosure Regarding Real Estate Agency Relationships**
- Seller's Brokerage Firm: Miracle Realty
- License Number: 01952657
- Is the broker of (check one): [ ] the seller; or [ ] both the buyer and seller. (dual agent)
- License Number: 01952657
- Is (check one): [ ] the Seller's Agent. (salesperson or broker associate) or [x] both the Buyer's and Seller's Agent. (dual agent)
- License Number: 01969103
- Buyer's Brokerage Firm: Coldwell Banker Premier
- License Number: 0118054
- Is the broker of (check one): [ ] the buyer; or [x] both the buyer and seller. (dual agent)
- License Number: 01103054
- Is (check one): [ ] the Buyer's Agent. (salesperson or broker associate) or [x] both the Buyer's and Seller's Agent. (dual agent)
- License Number: 01975508

**Additional Information:**
- Manufacture's Name: [ ]
- Model: [ ]
- Date Of Manufacture: [ ]

**Property:**
- Property is: [ ] On Local Property Tax Roll, or [ ] Annual Registration and in Lieu Tax, (sale/use tax may apply). Property shall be registered with the Department of Housing and Community Development ("HCD"), which must be notified upon sale, unless (i) Property has been converted to real property and title and registration surrendered to HCD or (ii) otherwise specified in writing.
- Approximate Width: [ ]
- Approximate Length: [ ]
- (Without Hitch) Expando Size: [ ]
- HCD/HUD License/Decal Number: [ ]
- HCD/HUD Label/Insignia: [ ]
- SERIAL NUMBERS: 1. [ ]
- 2. [ ]
- 3. [ ]

**Additional Information:**
- Manufacturer's Name: [ ]
- Model: [ ]
- Date Of Manufacture: [ ]

**Property:**
- Property is: [ ] On Local Property Tax Roll, or [ ] Annual Registration and in Lieu Tax, (sale/use tax may apply). Property shall be registered with the Department of Housing and Community Development ("HCD"), which must be notified upon sale, unless (i) Property has been converted to real property and title and registration surrendered to HCD or (ii) otherwise specified in writing.
- Approximate Width: [ ]
- Approximate Length: [ ]
- (Without Hitch) Expando Size: [ ]
- HCD/HUD License/Decal Number: [ ]
- HCD/HUD Label/Insignia: [ ]
- SERIAL NUMBERS: 1. [ ]
- 2. [ ]
- 3. [ ]

**Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.**

**Agency:**
- A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
- B. CONFIRMATION: The following agency relationships are confirmed for this transaction:
   - Seller's Brokerage Firm: Miracle Realty
   - License Number: 01952657
   - Is the broker of (check one): [ ] the seller; or [x] both the buyer and seller. (dual agent)
   - License Number: 01969103
   - Is (check one): [ ] the Seller's Agent. (salesperson or broker associate) or [x] both the Buyer's and Seller's Agent. (dual agent)
   - License Number: 01103054
   - Buyer's Brokerage Firm: Coldwell Banker Premier
   - License Number: 0118054
   - Is the broker of (check one): [ ] the buyer; or [x] both the buyer and seller. (dual agent)
   - License Number: 01975508
   - Is (check one): [ ] the Buyer's Agent. (salesperson or broker associate) or [x] both the Buyer's and Seller's Agent. (dual agent)

**Potentially Competing Buyers and Sellers:**
- The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

**Finance Terms:**
- Buyer represents that funds will be good when deposited with Escrow Holder.
- **A. INITIAL DEPOSIT:**
  - Buyer: [ ]
  - Funds will be good when deposited with Escrow Holder.
  - Buyer shall give the deposit by check (or cash)
  - Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer or cash if (check one):
    - Buyer gives the deposit by personal check (or cashier’s check) to the agent submitting the offer (or to ________ )
    - The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or ____________ ).
- **OR (2):** Buyer Deposit with Agent: Buyer has given the deposit by personal check (or cashier’s check) to the agent submitting the offer (or to ________ ). The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or ____________ ).
- **Deposit Checks:**
  - Buyer Deposits given to agent shall be an original signed check and not a copy.

**Alternate Acceptance:**
- Buyer represents that funds will be good when deposited with Escrow Holder.
- **A. INITIAL DEPOSIT:**
  - Buyer: [ ]
  - Funds will be good when deposited with Escrow Holder.
  - Buyer shall give the deposit by check (or cash)
  - Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer or cash if (check one):
    - Buyer gives the deposit by personal check (or cashier’s check) to the agent submitting the offer (or to ________ )
    - The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or ____________ ).
- **OR (2):** Buyer Deposit with Agent: Buyer has given the deposit by personal check (or cashier’s check) to the agent submitting the offer (or to ________ ). The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or ____________ ).
- **Deposit Checks:**
  - Buyer Deposits given to agent shall be an original signed check and not a copy.

**Buyer's Initials: ( )
Seller's Initials: ( )

**Date Prepared:** August 13, 2020
C. [ ] ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or [ ] Buyer shall, within 3 (or ____ ) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

(1) FIRST LOAN: in the amount of $______________

This loan will be conventional financing OR [ ] FHA, [ ] VA, [ ] Seller financing (C.A.R. Form SFA), [ ] assumed financing (C.A.R. Form AFA), [ ] Other __________. This loan shall be at a fixed rate not to exceed ______ % or, an adjustable rate loan with initial rate not to exceed ______ %. Regardless of the type of loan, Buyer shall pay points not to exceed ______ % of the loan amount.

(2) [ ] SECOND LOAN in the amount of $______________

This loan will be conventional financing OR [ ] Seller financing (C.A.R. Form SFA), [ ] assumed financing (C.A.R. Form AFA), [ ] Other __________. This loan shall be at a fixed rate not to exceed ______ % or, an adjustable rate loan with initial rate not to exceed ______ %. Regardless of the type of loan, Buyer shall pay points not to exceed ______ % of the loan amount.

(3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or ____ ) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

E. ADDITIONAL FINANCING TERMS:

F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of $______________

to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. PURCHASE PRICE (TOTAL): $32,500.00

H. ADDITIONAL SELLER FINANCING TERMS: The following terms apply ONLY to financing of a personal property manufactured home extended by Seller under this Agreement. Buyer's security agreement and other appropriate documents shall incorporate and implement the following additional terms: (i) a clause requiring Buyer to comply with the terms of any rental/lease agreement entered into between Buyer and Park Owner/landlord/Homeowners' Association ("HOA") and to deliver to Seller a Copy of any modifications to the rental/lease agreement within 30 days of Buyer's receipt; (ii) a clause requiring Buyer to provide Seller a written 30-day notice prior to relocating the Property; and (iii) a clause prohibiting Buyer from installing the manufactured home on a permanent foundation system or otherwise affixing the manufactured home to land in any way that could alter its legal character as personal property, without Seller's prior written consent.

I. [ ] ASSUMPTION: IF THIS IS AN ASSUMPTION OF A VA OR CAL VET LOAN, THE SALE IS CONTINGENT UPON SELLER RECEIVING A RELEASE OF LIABILITY AND SUBSTITUTION OF ELIGIBILITY, UNLESS OTHERWISE AGREED IN WRITING.

J. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3L(1)) shall, within 3 (or ____ ) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs.

K. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or [ ] is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 16B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or ____ ) Days After Acceptance.

L. LOAN TERMS:

(1) LOAN APPLICATIONS: Within 3 (or ____ ) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. ( [ ] Letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

Within 21 (or ____ ) Days After Acceptance, Buyer shall, as specified in paragraph 16, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) [ ] NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

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

M. BUYER STATED FINANCING:

[ ] Buyer is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, cash, amount of down payment, or contingent or non-contingent loan). Buyer has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

Buyer's Initials [ ] Seller's Initials [ ]
CAUTION: Obligations secured by mixed collateral (i.e., both personal and real property) are subject to complex rules and court decisions under the California Civil Code, Commercial Code and Code of Civil Procedure. Buyer and Seller are strongly cautioned to consult legal counsel in connection with the securing and enforcement of any such obligations.

4. SALE OF BUYER'S PROPERTY:
A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
OR B. [ ] This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. ADDENDA AND ADVISORIES:
A. ADDENDA:

<table>
<thead>
<tr>
<th>Addendum #</th>
<th>(C.A.R. Form ADM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Back Up Offer Addendum (C.A.R. Form BUO)</td>
<td>Court Confirmation Addendum (C.A.R. Form CCA)</td>
</tr>
<tr>
<td>Septic, Well and Property Monument Addendum (C.A.R. Form SWM)</td>
<td>Other</td>
</tr>
<tr>
<td>Short Sale Addendum (C.A.R. Form SSA)</td>
<td>Other</td>
</tr>
</tbody>
</table>

B. BUYER AND SELLER ADVISORIES:

| Trust Advisory (C.A.R. Form TA) | Other |
| Probate Advisory (C.A.R. Form PA) | Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| Buyer's Inspection Advisory (C.A.R. Form BIA) | REO Advisory (C.A.R. Form REO) |
| Short Sale Information and Advisory (C.A.R. Form SSIA) | Other |

6. OTHER TERMS:

7. ALLOCATION OF COSTS:
A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

(1) [ ] Buyer [ ] Seller shall pay for a natural hazard zone disclosure report, including tax [ ] environmental [ ] Other: ________________________________ prepared by Seller's Choice.

(2) [ ] Buyer [ ] Seller shall pay for the following Report prepared by ________________________________.

(3) [ ] Buyer [ ] Seller shall pay for the following Report prepared by ________________________________.

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

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

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

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

(iii) Buyer shall be provided, within the time specified in paragraph 15A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

1. (a) [ ] Buyer [ ] Seller shall pay escrow fee $50/50

(b) Escrow Holder shall be [ ] Seller's Choice

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

2. (a) [ ] Buyer [ ] Seller shall pay for owner's title insurance policy specified in paragraph 15E

(b) Owner's title policy to be issued by [ ] Seller's Choice

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

3. [ ] Buyer [ ] Seller shall pay HCO fees for providing registration and title documents.

D. OTHER COSTS:

1. [ ] Buyer [ ] Seller shall pay County transfer tax or fee [ ] if applicable

2. [ ] Buyer [ ] Seller shall pay City transfer tax or fee [ ] if applicable

3. [ ] Buyer [ ] Seller shall pay Homeowners' Association ("HOA") transfer fee

4. Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.

5. [ ] Buyer [ ] Seller shall pay HOA fees for preparing documents other than those required by Civil Code §4525

6. Buyer to pay for any HOA certification fee.

7. [ ] Buyer [ ] Seller shall pay for any private transfer fee

8. [ ] Buyer [ ] Seller shall pay for ________________________________

9. [ ] Buyer [ ] Seller shall pay for ________________________________

10. [ ] Buyer [ ] Seller shall pay for the cost, not to exceed $ ________________________________, of a standard (or [ ] upgraded) one-year home warranty plan, issued by ________________________________, with the following optional coverages: [ ] Air Conditioner [ ] Pool/Spa [ ] Other:

Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR [ ] Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of the Agreement.

Buyer's Initials (__________) (__________)

Seller's Initials (__________) (__________)

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MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (MHPA PAGE 3 OF 11)

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8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8B or C.

B. ITEMS INCLUDED IN SALE:

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

(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: [x] all stove(s), except [☐] all refrigerator(s) except [☐] all washer(s) and dryer(s), except [☐] all dishwasher(s), except [☐] all oven(s), except [☐] all cooktop(s), except [☐] all sink(s), except [☐] all oven range(s), except [☐] all microwave(s) except [☐] all air-conditioners, except [☐] all heat pumps, except [☐] all central air-conditioning, except [☐] all water heaters, except [☐] all other heating systems;

C. Seller Remaining in Possession After Close Of Escrow: If Seller has the right to remain in possession after Close Of Escrow, (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such warranty item or system. No warranty assignability notice is required where there is an agreement in writing.

D. Tenant-occupied property: Property shall be vacant at least 5 (or _ ) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.

10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

A. (1) Seller shall, within the time specified in paragraph 16A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclaimers (C.A.R. Form FLD) and pamphlet ('Lead Disclaimers'); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102.6d of the Civil Code for personal property manufactured homes, Natural Hazard Disclosure Statement ("NHD") notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD) and if the Property is or includes real property, a Real Estate Transfer Disclosure Statement ("TDS").

B. (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed the Seller section(s) and the Seller's Agent, if any, has completed and signed the Seller's Brokerage Firm section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Brokerage Firm, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Brokerage Firm.
13. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold as "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

Buyer's Initials: __________________________ Seller's Initials: __________________________

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MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (MHPA PAGE 5 OF 11)

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CAUTION: Sellers not using a licensed real estate agent or licensed manufactured home dealer are prohibited from selling a personal property manufactured home "AS IS" unless the manufactured home meets, as applicable, the requirements of HCD or the National Manufactured Housing Construction and Safety Standards Act of 1974.

A. Seller shall within the time specified in paragraph 16A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and all other disclosures required by law.

B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 16B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

14. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:
A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 16B. Within the time specified in paragraph 16B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed to, to conduct inspections, investigations, tests, surveys, and (i) other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company. Seller shall cover the main building and attached structures; may cover detached structures, shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas, and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property including the availability and cost of insurance; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form B/A). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or-destructive Buyer Investigations except for minimally invasive testing required to prepare a Pest Control Report, or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Buyer shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 16B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete copies of all such investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is available to Buyer.

D. Buyer Indemnity and seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

15. TITLE AND VESTING:
A. Within the time specified in paragraph 16B, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 16B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters of record or not of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.

C. Within the time specified in paragraph 16A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or Seller's leasehold interest), including all mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

F. If the manufactured home is personal property, title is to be free of liens and encumbrances, recorded, filed, registered or known to Seller, unless otherwise agreed in writing. Evidence of title shall be by delivery of: (i) a duly endorsed and dated Certificate of Ownership; and (ii) a current Registration Certificate, as required by Law. If Seller is unable to deliver title as herein provided, Buyer may cancel this Agreement, and Buyer's deposit shall be returned to Buyer. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

16. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph shall not be valid unless both Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

Buyer's Initials ___________________________ Seller's Initials ___________________________
A. SELLER HAS: 7 (or ___) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5A, 6, 7, 8B(5), 10A, B, C, and F, 13A, and 15A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSFR) may cancel this Agreement if Seller has not Delivered the items within the time specified.

B. (1) BUYER HAS: 17 (or ___) Days After Acceptance, unless otherwise agreed in writing, to:

(i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 85(4) and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and

(ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.

(2) Within the time specified in paragraph 16B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.

(3) By the end of the time specified in paragraph 16B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure, or information for which Seller is responsible is not Delivered within the time specified in paragraph 16A, then Buyer has 5 (or ___) Days After Delivery of any such items, or the time specified in paragraph 16B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

(4) Continuation of Contingency: Even after the end of the time specified in paragraph 16B(1) and before Seller cancels, if at all, pursuant to paragraph 16C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 16C(1).

C. SELLER RIGHT TO CANCEL:

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

(2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first delivering Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3L(1); (iv) Deliver verification as required by paragraph 3C or 3J or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3J;

(v) In writing assume or accept leases or liens specified in 85B; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 23B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 21. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

D. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSFR shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or ___) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NSFR or NSFP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 16.

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

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

G. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, held by the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to $1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

17. REPAIRS: Repairs shall be performed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of a quality and appearance comparable to those existing at the time of inspection. A change in use or appearance shall not be a basis for cancellation. If Seller and Buyer fail to agree as to what is required to complete repairs, then exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

18. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property within 5 (or ___) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 13;
Property Address: 1218 E Cleveland Avenue #4, Madera, CA. 93638  Date: August 13, 2020

(ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

19. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be PAID WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information).

TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

20. BROKERS:

A. COMPENSATION: Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

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

21. REPRESENTATIVE CAPACITY: If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 34 or 35 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which the party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: the equivalent of a certified copy of a corporate resolution, or formal organization documents of the business entity).

22. JOINT ESCRROW INSTRUCTIONS TO ESCRROW HOLDER:

A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 15, 16G, 19, 20A, 21, 22, 26, 32, 33, 35 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 20A, or paragraph D of the section titled Real Estate Brokers on page 11 is deposited with Escrow Holder by Broker, Escrow Holder shall accept and refer such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c).

To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder other than as specifically set forth in this Agreement. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or _ ) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.

B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or _ ) Days.) Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Buyer's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligations, Escrow Holder shall deliver Buyer a Qualified Substitute statement that complies with federal Law.

C. Broker(s) are a party to the escrow for the sole purpose of compensation pursuant to paragraphs 20A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 20A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

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

Buyer's Initials ___________________________  Seller's Initials ___________________________
23. REMEDIES FOR BUYER'S BREACH OF CONTRACT:
A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.

B. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 16G, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).

24. DISPUTE RESOLUTION:
A. MEDIATION: The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agrees to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 24C.

B. ARBITRATION OF DISPUTES:
The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 24C.

"NOTICE: BY INITIALIZING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALIZING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPelled TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:
(1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2988; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

(2) PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, Injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.

(3) BROKERS: Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

25. SELECTION OF SERVICE PROVIDERS: Brokers are not guaranteed the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select any Providers of their own choosing.

26. MULTIPLE LISTING SERVICE ("MLS"): Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
DigiSign Verified: B7A65D42-0D11-4793-9EDC-E953AB7D1B23

Property Address: 1218 E Cleveland Avenue #4, Madera, CA 93638 Date: August 13, 2020

27. ATTORNEY FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 24A.

28. ASSIGNMENT: Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R Form AOA).

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

30. PROPERTY DAMAGE OR DESTRUCTION: In the event of destruction or damage to a material part of the Property through no fault of Buyer before Buyer receives either title or possession, Seller cannot enforce this Agreement and Buyer is entitled to receive any portion of the purchase price Buyer has paid. In the event of destruction or damage to a material part of the Property through no fault of Seller, Buyer receives either title or possession, Buyer is not relieved of the obligation to purchase under this Agreement, and Buyer is not entitled to recover any portion of the purchase price Buyer has paid.

31. TERMS AND CONDITIONS OF OFFER:
   This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

32. TIME OF ESSENCE: ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

33. DEFINITIONS: As used in this Agreement:
   A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
   B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
   C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
   D. "Close Of Escrow" or "COE" means the date the grant deed, or other evidence of transfer of title, is recorded.
   E. "Copy" means copy by any means including photocopy, OCR, facsimile and electronic.
   F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
   G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
   H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
   I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 11, regardless of the method used (i.e., messenger, mail, email, fax, other).
   J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
   K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
   L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
   M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.

34. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by _____________ AM/ __PM, on _____________ (date)).

Date 08-13-2020 BUYER Polly Fox
(Print name) Polly Fox

Date _____________ BUYER
(Print name) _____________

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

MHPA REVISED 12/18 (PAGE 10 OF 11)

MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCRROW INSTRUCTIONS (MHPA PAGE 10 OF 11)
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Property Address: 1218 E Cleveland Avenue #4, Madera, CA 93638  
Date: August 13, 2020

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

☐ (If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:

☐ One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD) for additional terms.

Date _______  
(Sellerr's Name)

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

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

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. COOPERATING (BUYER'S) BROKER COMPENSATION: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

E. PRESENTATION OF OFFER: Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm Coldwell Banker Premier  
By Carrie Haworth DRE Lic. # 01975508  
Date 08-13-2020

Address 685 W Alluvial Ave Ste 103  
City Fresno  
State CA  
Zip 93711-5779

Telephone (559) 514-4920  
Fax (559) 514-4920

Seller's Brokerage Firm Miracle Realty  
By Brandy Delgadillo DRE Lic. # 01952657  
Date 08-13-2020

Address 17073 Road 26  
City Madera  
State CA  
Zip 93638

Telephone (559) 674-0091  
Fax (559) 674-1403

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of $_________), counter-offer numbers ___________, Seller's Statement of Information and ___________, and agrees to act as Escrow Holder subject to paragraph 22 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance as between Buyer and Seller is _________.

Escrow Holder _________.

By _________.  
Date _________.

Address _________.

Phone/Fax/E-mail _________.

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

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

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

☐ SELLER'S Initials  

☐ Buyer's Initials

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REAL ESTATE BUSINESS SERVICES, LLC.  
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MANUFACTURED HOME PURCHASE AGREEMENT AND JOINT ESCRROW INSTRUCTIONS (MHPA PAGE 11 OF 11)
BUYER'S INSPECTION ADVISORY
(C.A.R. Form BIA, Revised 11/14)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

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

Buyer

Polly Fox

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As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)]. For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.

Buyer/Seller/Landlord/Tenant  Polly Fox Date 08-13-2020
Buyer/Seller/Landlord/Tenant

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