



Successor Agency Oversight Board Special Meeting

(Dissolution of the City of Shasta Lake Redevelopment Agency)

NOTICE AND AGENDA

Shasta Lake City Council Chambers
(located in Shasta Lake Law Enforcement Center)
4488 Red Bluff Street
Shasta Lake, CA 96019

Monday, March 21, 2016 at 3:00 PM

Agenda packets are available for public review at City Hall, 1650 Stanton Drive, Shasta Lake, CA during normal business hours of 7:00 a.m. to 4:00 p.m. weekdays, excluding holidays.

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call (530) 275-7407. Notification 48 hours prior to the meeting is requested to enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II).

The City of Shasta Lake is the Successor Agency to the Shasta Lake Redevelopment Agency

1.0 CALL TO ORDER 3:00 PM

Call to order (please place cell phones and pagers on silent)

While it is not required, we request that members of the public fill out a speaker request form on the table at the back of the room and hand it to the Secretary.

Statement for the record of Board members present

2.0 COMMUNICATIONS

Public Comment Period:

- 2.1 This time is set aside for citizens to address the Board on matters listed on the Consent Agenda as well as other items not included on the Regular Agenda. If your comments concern an item noted on the regular agenda, please address the Board after that item is open for public comment. Each speaker is allocated three (3) minutes to speak. Speakers may not cede their time. Comments should be limited to matters within the jurisdiction of the Board. While it is not required, persons wishing to address the Board should fill out a Speaker Request Form prior to the beginning of the meeting and submit it to the City Clerk. Forms are available from the City Clerk, 1650 Stanton Drive, Shasta Lake, on the City's website, or at the back of the meeting hall. If you have documents to present to members of the Board to review, please provide a minimum of seven copies.

3.0 REGULAR AGENDA (Business Session)

- 3.1 Discussion and possible action on a Resolution of the Oversight Board approving a Purchase and Sale Agreement with City of Shasta Lake for the sale of vacant land (32 acres in Industrial Park, APN 064-150-068).

4.0 REPORTS AND INFORMATIONAL ITEMS

- 4.1 Staff Comments/Reports
- 4.2 Board Comments/Reports

5.0 ADJOURNMENT

This meeting is open to the public.



Report and Recommendations

Reviewed and Approved

Executive Director

3.1

AGENDA ITEM

Oversight Board to the City of Shasta Lake Successor Agency

TO: John N. Duckett, Jr., Executive Director

FROM: Jessaca Lugo, Community/Economic Development Manager

DATE: March 10, 2016

SUBJECT: Consideration of a Resolution of the Oversight Board to the Successor Agency to the Former Shasta Lake Redevelopment Agency Approving a Purchase and Sale Agreement with City of Shasta Lake for the sale of Vacant Land (32 Acres in Industrial Park APN: 064-150-068)

FILE NO.:

SUMMARY:

The Oversight Board will consider a resolution approving a purchase and sale agreement with the City of Shasta Lake for the sale of 32 acres of vacant land located in the Phase II of the City's Industrial Park APN: 064-150-068. Sale is contingent upon Department of Finance (DOF) approval and other buyer contingencies as outlined in the agreement. The sale is consistent with the approved Long Range Property Management Plan approved by the Oversight Board and DOF.

If approved and consummated, the net proceeds from the sale would be available for enforceable obligations and residual distributions to affected taxing agencies in accordance with the Dissolution Act after closing.

BACKGROUND:

Throughout the history of the former Shasta Dam Area Public Utility District, and now the City of Shasta Lake, the electric department's primary function is acquiring power supply and delivery. One alternative option is the consideration of utility owned generation. Various studies have opined the need for a portion of the City's power supply to be self-produced. With the continually increasing renewable portfolio standard requirements, as well as the growth of the solar industry, self-generation is becoming a more viable, feasible, and affordable alternative. Also, as the City's water, wastewater, electric, public works, motor pool services grow, the Corporation Yard gets smaller and smaller. It is possible, additional land will be needed for a shuffling of the utilities and a new pole yard as an example.

The property being considered is strategically located adjacent to the City's electrical transmission and distribution network. Natural gas transmission is in the vicinity for a possible small gas turbine in the future. The existing utility infrastructure (not only electric but water, waste water, roads, rail road, etc.) make the property an ideal location for a self-generation project. The property is large enough for a combination of projects which is attractive too.

Internally, staff is in the process of general review for environmental clearance. Staff wishes to understand the potential environmental impacts that may need to be addressed in the future.

Below are several pictures showing the location and real estate listing for the property under consideration:



Ken Murray
☆☆☆☆ Not Rated Yet | [write a review](#)

[Listing Activity](#) [Ratings & Reviews](#) [Local Expertise](#)

Monday, August 18, 2014

FOR SALE

\$39,498 -- Shasta Lake, CA

FISCAL IMPACTS:

The Successor Agency's real property assets to be sold are in the Agency's Community Redevelopment Property Trust Fund. The total purchase price of \$39,498 is gross of costs to be paid by the Successor Agency pursuant to the Purchase and Sales Agreement, as enumerated herein, in addition to the sale price the buyer is assuming bonds on the subject parcel in the approximate amount of \$52,600, this obligation will be relieved from the Successor Agency. The net proceeds would be collected at closing from escrow, and deposited into the Successor Agency's Redevelopment Obligation Retirement Fund. From there, the Successor Agency would report these proceeds on the next period's Redevelopment Obligation Payment Schedule (ROPS), and then be used to offset future RPTTF distributions for enforceable obligations and additional taxing agency residual payments, based on each agency's share of the tax levy. It is anticipated that these proceeds could be distributed sometime in the next 12 months, unless the due diligence period is extended pursuant to the Purchase and Sale Agreement.

While the taxing agency shares do change from year to year, the following represents the 2015-16 breakdown of each taxing agency's percentage of the residual distribution (and ultimately, net proceeds from a property sale) for illustrative purposes:

Taxing Agency	2015-16 Share¹
County General Fund	0.000%
County Superintendent of Schools	0.025%
ST&T Community College District	0.058%
Gateway USD	0.400%
County Water Agency	0.001%
Shasta Lake Fire Protection District	0.169%
City of Shasta Lake	0.346%
Total	1.000%

ATTACHMENTS:

Resolution
Purchase and Sale Agreement with City of Shasta Lake
Long Range Property Management Plan (December 2013)
May 2, 2014 DOF Approval Letter

DISTRIBUTION:

City Council

¹ Totals may not equal due to rounding.

RESOLUTION NO. SAOB-16-XX

A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER SHASTA LAKE REDEVELOPMENT AGENCY APPROVING A PURCHASE AND SALE AGREEMENT WITH CITY OF SHASTA LAKE FOR THE SALE OF VACANT LAND (32 ACRES IN INDUSTRIAL PARK APN: 064-150-068)

WHEREAS, on January 9, 2012, the City Council of the City of Shasta Lake adopted Resolution No. 12-02 electing to serve as the successor agency (“Successor Agency”) to the former Redevelopment Agency of the City of Shasta Lake (“Redevelopment Agency”) for the purposes of administering the dissolution of the Redevelopment Agency pursuant to Health and Safety Code Section 34173, and

WHEREAS, on March 20, 2013, the Successor Agency received from the California Department of Finance (“DOF”) approval of the other funds and accounts due diligence review which enumerated certain real property transferred from the former Redevelopment Agency to the Successor Agency pursuant to Section 34179.5(c)(5)(C) of the Health and Safety Code, and

WHEREAS, on March 29, 2013, the Successor Agency received from the DOF a finding of completion pursuant to Section 34179.7 of the Health and Safety Code, and

WHEREAS, following the receipt of the finding of completion, in accordance with the provisions of Section 34191.5(b) of the Health and Safety Code, the Successor Agency prepared and submitted to the Oversight Board to the Successor Agency and the DOF a long range property management plan (“PMP”) consisting of nine (9) separate parcels of property, and

WHEREAS, after review by the DOF, the Oversight Board approved an amended PMP on December 18, 2013 by Resolution No. 13-07, which was subsequently approved by the DOF on May 2, 2014, and

WHEREAS, in accordance with the approved PMP, the Successor Agency marketed the properties to qualified buyers and obtained an acceptable offer from the City of Shasta Lake for the sale of Vacant Land (32 Acres in Industrial Park APN: 064-150-068); and

WHEREAS, the Prospective Buyer has prepared the attached purchase contract for the purchase and sale of the vacant land in the form attached herewith as Exhibit “A”, (“Purchase and Sale Agreement”), which stipulates that the Prospective Buyer would purchase the vacant land and assume outstanding bonds for \$39,498, which is exactly the asking price on the Shasta MLS and slightly more than the \$15,498 estimated aggregate value in the approved PMP for the subject property, and

WHEREAS, the parties obligation to sell and purchase the vacant land is conditioned upon certain contingencies held by the Successor Agency and the Prospective Buyer, including but not limited to approval of the Purchase and Sale Agreement by the Oversight Board and DOF, and

WHEREAS, in order to execute the Purchase and Sale Agreement with the Prospective Buyer, the Successor Agency and Oversight Board shall approve and submit such the Purchase and Sale Agreement to the DOF for their discretionary review pursuant to Section 34181(a) of the Health and Safety Code, and

WHEREAS, on March 15, 2016, the Successor Agency adopted Resolution No.CC-SA-16-26XX approving and transmitting to the Oversight Board the Purchase and Sale Agreement, and

WHEREAS, on March 17, 2016, the Secretary duly noticed a public meeting of the Oversight Board to consider approval of the Purchase and Sale Agreement on March 21, 2016, pursuant to Section 34181(f).

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board to the Successor Agency of the City of Shasta Lake, California, as follows:

SECTION 1. The above recitals are true and correct and are adopted as the findings of the Oversight Board.

SECTION 2. The Oversight Board hereby approves the Purchase and Sale Agreement with the City of Shasta Lake, a municipal corporation for the sale of the vacant property 064-150-068 and directs staff to submit the purchase agreement to the Department of Finance for recommendation of approval.

SECTION 3. The Executive Director of the Successor Agency is hereby authorized and directed to execute the Purchase and Sale Agreement on behalf of the Oversight Board, and to make such changes or additions thereto with the concurrence of the Agency Attorney as are necessary or appropriate and which do not substantially alter the rights and obligations of the Oversight Board thereunder. The Executive Director of the Successor Agency is further authorized and directed to execute such other documents and to take such other actions as necessary to carry out and implement the obligations of the Oversight Board under the Purchase and Sale Agreement.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Oversight Board to the Successor Agency of the City of Shasta Lake held on this 21st day of March 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

LARRY J. FARR, Chair

ATTEST:

TONI M. COATES, Secretary of the SUCCESSOR AGENCY



**VACANT LAND PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**
(C.A.R. Form VLPA, Revised 12/15)

Date Prepared: February 26, 2016

1. OFFER:
- A. THIS IS AN OFFER FROM City of Shasta Lake ("Buyer"),
- B. THE REAL PROPERTY to be acquired is 31.9+- acres on Gateway Dr., situated in Shasta Lake (City), Shasta (County), California, 96019 (Zip Code), Assessor's Parcel No. 064-150-068 ("Property").
Further Described As Vacant Land
- C. THE PURCHASE PRICE offered is Thirty-Nine Thousand, Four Hundred Ninety-Eight Dollars \$ 39,498.00.
- D. CLOSE OF ESCROW shall occur on _____ (date) (or 45 Days After Acceptance).
- E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.
2. AGENCY:
- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
- B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
Listing Agent Redding Realty Inc. (Print Firm Name) is the agent of (check one):
 the Seller exclusively; or both the Buyer and Seller.
Selling Agent Redding Realty Inc. (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller.
- C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.
- A. INITIAL DEPOSIT: Deposit shall be in the amount of _____ \$
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, other _____ within 3 business days after Acceptance (or _____);
OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to _____ . The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or _____).
Deposit checks given to agent shall be an original signed check and not a copy.
(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)
- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of . . . \$ _____ within _____ Days After Acceptance (or _____).
If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.
- 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), subject to financing, 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), subject to financing 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 mandatory clause (C.A.R. Form FVAC) shall be a part of this transaction.
- E. ADDITIONAL FINANCING TERMS: Buyer to assume bonds on the subject parcel in the approximate amount of \$52,600.

Buyer's Initials (JA) (JD)
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VLPA REVISED 12/15 (PAGE 1 OF 11)

Seller's Initials (_____) (_____)



VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 1 OF 11)

Property Address: 31.9+- acres on Gateway Dr., Shasta Lake, 96019

Date: February 26, 2016

F. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of \$ 39,498.00
to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. **PURCHASE PRICE (TOTAL):** \$ 39,498.00

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

I. **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 19B(3), in writing, remove the appraisal contingency or cancel this Agreement within **17 (or ___) Days** After Acceptance.

J. **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 19, 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, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

K. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's 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.

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

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

(2) **TERMS:** Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 3D shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or _____) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.

(3) **ADDED, DELETED OR SUBSTITUTED BUYERS:** The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.

M. **ASSUMED OR "SUBJECT TO" FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

Buyer's Initials (JD) (JD)

Seller's Initials (_____) (_____)

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 2 OF 11)

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City of Shasta



Property Address: 31.9+- acres on Gateway Dr., Shasta Lake, 96019

Date: February 26, 2016

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. **MANUFACTURED HOME PURCHASE:** The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer has has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement, (or this contingency shall remain in effect until the Close Of Escrow of the Property).

6. **CONSTRUCTION LOAN FINANCING:** The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan will will not be used to finance the Property. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement (or this contingency shall remain in effect until Close Of Escrow of the Property).

7. ADDENDA AND ADVISORIES:

A. ADDENDA: Addendum # _____ (C.A.R. Form ADM)
 Back Up Offer Addendum (C.A.R. Form BUO) Court Confirmation Addendum (C.A.R. Form CCA)
 Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
 Short Sale Addendum (C.A.R. Form SSA) Other _____

B. BUYER AND SELLER ADVISORIES: Buyer's Inspection Advisory (C.A.R. Form BIA)
 Probate Advisory (C.A.R. Form PA) Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
 Trust Advisory (C.A.R. Form TA) REO Advisory (C.A.R. Form REO)
 Short Sale Information and Advisory (C.A.R. Form SSIA) Other _____

8. OTHER TERMS: See Text Overflow Addendum (C.A.R. Form TOA) paragraph 1

9. 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 _____
- (2) Buyer Seller shall pay for the following Report _____ prepared by _____
- (3) Buyer Seller shall pay for the following Report _____ prepared by _____

B. ESCROW AND TITLE:

- (1) (a) Buyer Seller shall pay escrow fee 1/2 Each Party
(b) Escrow Holder shall be Fidelity Title
(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 18E _____
(b) Owner's title policy to be issued by Fidelity Title
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

C. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or fee if any
- (2) Buyer Seller shall pay City transfer tax or fee _____
- (3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fee _____
- (4) Seller shall pay HOA fees for preparing all documents required to be delivered by Civil Code §4525.
- (5) Buyer to pay for any HOA certification fee.
- (6) Buyer Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (7) Buyer Seller shall pay for any private transfer fee _____
- (8) Buyer Seller shall pay for _____
- (9) Buyer Seller shall pay for _____

10. CLOSING AND POSSESSION: Possession shall be delivered to Buyer: (i) at 6 PM or (AM / PM) on the date of Close Of Escrow; (ii) no later than ___ calendar days after Close Of Escrow; or (iii) at AM / PM on _____. The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks. If Property is located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

11. 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 11B or C.

Buyer's Initials (JO) (JO)

Seller's Initials (_____) (_____)



B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) The following items: _____

- (3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
- (4) All items included shall be transferred free of liens and without Seller warranty.

C. ITEMS EXCLUDED FROM SALE: _____

12. STATUTORY AND OTHER DISCLOSURES AND CANCELLATION RIGHTS:

A. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS: Within the time specified in paragraph 19A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

B. WITHHOLDING TAXES: Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

C. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

D. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

- (1) SELLER HAS: 7 (or ___) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form VLQ).
- (2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ___) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 19B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

13. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:

A. Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

- (1) LEGAL PROCEEDINGS: Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
- (2) AGRICULTURAL USE: Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
- (3) DEED RESTRICTIONS: Any deed restrictions or obligations.
- (4) FARM USE: Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
- (5) ENDANGERED SPECIES: Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.
- (6) ENVIRONMENTAL HAZARDS: Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
- (7) COMMON WALLS: Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
- (8) LANDLOCKED: The absence of legal or physical access to the Property.
- (9) EASEMENTS/ENCROACHMENTS: Any encroachments, easements or similar matters that may affect the Property.
- (10) SOIL FILL: Any fill (compacted or otherwise), or abandoned mining operations on the Property.
- (11) SOIL PROBLEMS: Any slippage, sliding, flooding, drainage, grading, or other soil problems.
- (12) EARTHQUAKE DAMAGE: Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
- (13) ZONING ISSUES: Any zoning violations, non-conforming uses, or violations of "setback" requirements.
- (14) NEIGHBORHOOD PROBLEMS: Any neighborhood noise problems, or other nuisances.

B. RENTAL AND SERVICE AGREEMENTS: Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.

C. **TENANT ESTOPPEL CERTIFICATES:** Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

Buyer's Initials (JD) (_____)

Seller's Initials (_____) (_____)



Property Address: 31.9+ acres on Gateway Dr., Shasta Lake, 96019

Date: February 26, 2016

- D. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 19, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.
- E. **SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in paragraph 19, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
14. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.
15. **CHANGES DURING ESCROW:**
- A. Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 15B: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
- B. At least 7 (or ___) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes. Within 5 (or ___) Days After receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes, in which case Seller shall not make the Proposed Changes.
16. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "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.
- A. Seller shall, within the time specified in paragraph 19A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 19B, 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.
17. **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 19B. Within the time specified in paragraph 19B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). 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; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. **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 of Buyer's Investigations. 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 or cancellation of this Agreement and Close Of Escrow.
- D. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 17, UNLESS OTHERWISE AGREED IN WRITING.**
- E. **SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- F. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- G. **UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.

Buyer's Initials () ()

Seller's Initials () ()

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 5 OF 11)

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City of Shasta



Property Address: 31.9+ acres on Gateway Dr., Shasta Lake, 96019

Date: February 26, 2016

- H. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
- I. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- J. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- K. **PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- L. **NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.
- M. **COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- N. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- O. **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.
- P. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
- 18. TITLE AND VESTING:**
- A. Within the time specified in paragraph 19, 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 19B. 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, whether of record or not, as 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 19A, 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 of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a "CLTA/ALTA Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
- 19. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. **SELLER HAS: 7 (or ___) Days After Acceptance** to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 3M, 7A, 8, 9, 12A, B, and E, 13, 16A and 18A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) 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, 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 Disclosures and other disclosures Delivered by Seller in accordance with paragraph 12A.
- (2) Within the time specified in paragraph 19B(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 19B(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 19A, then Buyer has 5 (or ___) Days After Delivery of any such items, or the time specified in paragraph 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

Buyer's Initials () ()

Seller's Initials () ()



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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 6 OF 11)

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City of Shasta

(4) Continuation of Contingency: Even after the end of the time specified in paragraph 19B(1) and before Seller cancels, if at all, pursuant to paragraph 19C, 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 19C(1).

C. SELLER RIGHT TO CANCEL:

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

(2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a 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 3J(1); (iv) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) Return Statutory Disclosures as required by paragraph 12A; or (vi) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 27B; or (vii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. 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 NSP 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 NBP or NSP 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 19.

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, to 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).

20. REPAIRS: Repairs shall be completed 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 quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

21. 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 16; (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).

22. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.

23. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment

Buyer's Initials (20) (_____)

Seller's Initials (_____) (_____)



District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. 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.

24. 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 unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for 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.

25. 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 37 or 38 and attach a Representative Capacity Signature Addendum (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 that 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: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

26. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5, 6, 7A, 8, 9, 12B, 18, 19G, 23, 24A, 25, 26, 32, 35, 36, 37, 38 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 24A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of 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 9B(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 only. 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 9, 12 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 _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 12B, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 24A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 24A, 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 Seller 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.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

Buyer's Initials () ()

Seller's Initials (_____) (_____)



27. 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. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT 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).

Buyer's Initials dh / _____

Seller's Initials _____ / _____

28. 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, agree 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 28C.
- 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 transactional 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 28C.

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

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

Buyer's Initials _____ / _____

Seller's Initials _____ / _____

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 §2985; (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.

29. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee 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.

30. 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.

Buyer's Initials (dh) (_____)
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Seller's Initials (_____) (_____)



Property Address: 31.9+ acres on Gateway Dr., Shasta Lake, 96019 Date: February 26, 2016

- 31. **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 28A.
- 32. **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 AOAA).
- 33. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 34. **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 counteroffer 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.
- 35. **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.**
- 36. **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" means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, 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.
- 37. **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 Ken Murray @ Redding Realty Inc., 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 March 21, 2016 (date)).

One or more Buyers 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-B) for additional terms.

Date 2/26/16 BUYER [Redacted]
 (Print name) City of Shasta Lake
 Date _____ BUYER _____
 (Print name) _____

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

Buyer's Initials (JD) (_____)

Seller's Initials (_____) (_____)



Property Address: 31.9+- acres on Gateway Dr., Shasta Lake, 96019

Date: February 26, 2016

38. 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-S) for additional terms.

Date _____ SELLER _____
(Print name) City of Shasta Lake Successor Agency,

Date _____ SELLER _____
(Print name) a Municipal Corporation

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 _____
(Initials) 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 BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating 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.

Real Estate Broker (Selling Firm) Redding Realty Inc. CalBRE Lic. #00659532
By Ken Murray CalBRE Lic. # 00581789 Date _____
By _____ CalBRE Lic. # _____ Date _____
Address 1075 N. Court St. City Redding State CA Zip 96001
Telephone (530)243-5634 Fax (530)243-6923 E-mail kenm@shasta.com

Real Estate Broker (Listing Firm) Redding Realty Inc. CalBRE Lic. #00659532
By Ken Murray CalBRE Lic. # 00581789 Date _____
By _____ CalBRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

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

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

Escrow Holder _____ Escrow # _____
By _____ Date _____
Address _____
Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____
 Department of Business Oversight, Department of Insurance, Bureau of Real Estate.

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials _____

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VLPA REVISED 11/14 (PAGE 11 OF 11)

Buyer's Acknowledge that page 11 is part of this Agreement (JB) (_____)

Reviewed by
Broker or Designee _____





BUYER'S INSPECTION ADVISORY
(C.A.R. Form BIA, Revised 11/14)

Property Address: 31.9+ acres on Gateway Dr., Shasta Lake, 96019 ("Property").

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

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

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

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and 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 DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING 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 local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

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

Buyer [Signature] Buyer [Signature]
City of Shasta Lake

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Reviewed by _____ Date _____



BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)



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

(C.A.R. Form PRBS, 11/14)

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) Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) 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 City of Shasta Lake Successor Agency, Date
Seller a Municipal Corporation Date
Buyer City of Shasta Lake Date
Buyer Date

Real Estate Broker (Firm) Redding Realty Inc. CalBRE Lic # 00659532 Date 3/10/2014
By Ken Murray CalBRE Lic # 00581789 Date

Real Estate Broker (Firm) Redding Realty Inc. CalBRE Lic # 00659532 Date
By Ken Murray CalBRE Lic # 00581789 Date

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Reviewed by Date





The following terms and conditions are hereby incorporated in and made a part of the attached document on property known as 31.9+- acres on Gateway Dr., Shasta Lake, 96019

Vacant Land

in which City of Shasta Lake is referred to as ("Buyer") and City of Shasta Lake Successor Agency,, a Municipal Corporation is referred to as ("Seller").

1) Paragraph 8: Other Terms

Buyer is aware there are CC&R's affecting the use of the subject property. Buyer waives all Seller disclosures about the condition of the market or this property and it's condition or suitability for it's intended use. Sale contingent on approval by the City of Shasta Lake Oversight Board and State of California Department of Finacne approval. Purchase contingent on Environmental Clearance and Escrow may be extended at Buyer's choice to facilitate said Clearance.

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

Date Buyer City of Shasta Lake

Date Seller City of Shasta Lake Successor Agency,

Buyer

Seller a Municipal Corporation

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Reviewed by Date



RESOLUTION CC-16-18

A RESOLUTION OF THE CITY OF SHASTA LAKE CITY COUNCIL DIRECTING THE CITY MANAGER TO ACQUIRE APPROXIMATELY 32-ACRE LAND TRACK KNOWN AS APN 064-150-068-000

WHEREAS, City owns, operates, and maintains a retail electric distribution utility, and,

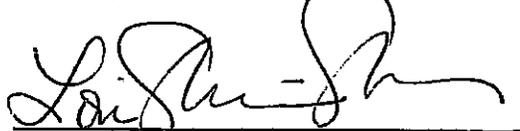
WHEREAS, the electric enterprise intends to use the property for future project use, and

WHEREAS, staff recommends the purchase of a 32-acre land track known as APN 064-150-068-000 and the retirement of associated of waste water bond assessments.

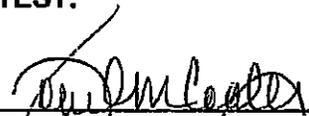
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Shasta Lake directs the city manager, or his designee, to complete all required tasks (including but not limited to: making an offer, negotiating price and stipulations, evaluating contingencies, obtaining agency approvals, etc.) associated with acquiring said property.

PASSED, APPROVED, AND ADOPTED, this 16th day of February, 2016, by the following vote:

AYES: FARR, KERN, MORGAN, WATKINS, CHAPMAN-SIFERS
NAYS: NONE
ABSENT: NONE


LORI CHAPMAN-SIFERS, Mayor

ATTEST:


TONI COATES, CMG, City Clerk

LONG-RANGE PROPERTY MANAGEMENT PLAN

City of Shasta Lake
Successor Agency



April 10, 2013

(Revised December 2, 2013)

LEGAL REQUIREMENT

Pursuant to Health and Safety Code section 34191.5, within six months after receiving a Finding of Completion from the Department of Finance ("DOF"), each Successor Agency is required to submit for approval to the Oversight Board and DOF, a Long-Range Property Management Plan ("PMP") that addresses the disposition and use of the real properties of the former redevelopment agency.

The LRPMP shall do all the following:

1. Include an inventory of all properties in the Community Redevelopment Property Trust Fund ("Trust"), which was established to serve as the repository of the former redevelopment agency's real properties. The inventory shall consist of all of the following information:
 - a. The date of acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.
 - b. The purpose for which the property was acquired.
 - c. Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.
 - d. An estimate of the current value of the parcel including, if available, any appraisal information.
 - e. An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.
 - f. The history of environmental contamination, including designation as a brownfield site, and related environmental studies, and history of any remediation efforts.
 - g. A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency
 - h. A brief history of previous development proposal and activity, including the rental or lease of property.
2. Address the use or disposition of all the properties in the Community Redevelopment Property Trust Fund. Permissible uses include 1) the retention of the property for governmental use pursuant to subdivision (a) of Section 34181, 2) the retention of property for future development, 3) the sale of the property, or 4) the use of the property to fulfill an enforceable obligation.
3. The Plan shall separately identify and list properties in the Trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all the following shall apply:
 - a. If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county.
 - b. If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than that specified in the bullet directly above, the proceeds from the sale shall be distributed as property tax to the taxing entities.

- c. Property shall not be transferred to a successor agency, city, county, or city and county, unless the PMP has been approved by the Oversight Board and DOF.

PROPERTY DESCRIPTION SUMMARY

The former Shasta Lake Redevelopment Agency owns nine non-housing properties. The nine properties are grouped into three property sites, as summarized below and described in greater detail in the Property Inventory section that follows.

Properties No. 1, 2, 3, 4



These four properties located at Shasta Dam Blvd. and Shasta Way, totaling approximately 11.3 acres, were identified in 1995 by the Redevelopment Agency as a potential commercial project. The purpose was to redevelop blighted properties into a parcel large enough to attract a commercial developer who would build a shopping center on the property. Since that time, the properties have been marketed several times for commercial development. On three separate occasions, the Redevelopment Agency advertised for proposals and began negotiations with different developers each time. Unfortunately for a variety of reasons detailed in the property inventory, the development of these properties was never brought to fruition. The Successor Agency at this time recommends that these properties be marketed together for commercial development with proceeds from the sale of the properties going to the taxing agencies. In the marketing and selection of potential buyers, it is the objective and intent of the Successor Agency and Oversight Board to obtain clear information on the capability of potential bidders for reuse properties not only to acquire, but to develop expeditiously, for development that maximizes the value of the properties and benefits the affected taxing agencies.

Property No. 5



This property, located at 1684 Cascade Blvd., is approximately 0.1 acres and is used as a gateway monument sign for the City of Shasta Lake. The Successor Agency is recommending that this property be transferred to the City of Shasta Lake, and that the use of the property remain a governmental use as a gateway monument sign.

Properties No. 6, 7, 8, 9



These four properties, totaling approximately 181 acres, were originally owned by the Shasta Dam Public Utility District. Upon incorporation of the City of Shasta Lake in 1993 all PUD properties were transferred to the City. In 1998, the City transferred these four properties to the Redevelopment Agency at no cost to allow the Agency to proceed with the sale and development of the parcels. Property Nos. 6 and 7 are vacant land that have been held for future industrial park expansion, and to provide a secondary access for the existing industrial park. Properties 8 and 9 are vacant sites that have been offered for sale in an improved business park. They have been offered for sale at \$35,500 per acre. The sales price offered includes the assumption or pay off of development bonds by the buyer.

Properties 8 and 9 were encumbered by a development bond on April 9, 1993. All four properties were encumbered by a wastewater bond on April 11, 1995. Principal and interest payments on those bonds have been made by the ratepayers of the City of Shasta Lake through the City's General and Wastewater Funds. Below is a summary of bond payments and balances.

Summary of Bond Payments and Approximate Balances for Properties 6-9

Property No.	Assessor Parcel Numbers	Wastewater Bond Prin/Int Payments	Remaining Prin Balance	Development Bond Prin/Int Payments	Remaining Balance
6	064-150-068-000	\$40,838	\$58,002	NA	NA
7	064-160-007-000	\$440,934	\$626,237	NA	NA
8	064-440-010-000	\$53,476	\$0	\$42,605	\$65,740
9	064-440-015-000	\$53,476	\$0	\$39,241	\$60,550
Totals		\$588,724	\$684,239	\$81,846	\$121,290

PROPERTY INVENTORY

Property No. 1

Parcel Number	007 380 037 000
Address	1429 Hillcrest Street
Lot Size	1.5 acres
Property Type	Commercial
Zoning	Commercial Planned Development
Date of Acquisition	6/30/1997
Value of Property at time of acquisition	\$21,000
Estimated current property value	\$45,000
Original Purpose of acquisition	Commercial development
Estimated income/revenue	None
Contractual obligations for income/revenue	None
Environmental contamination	None
Potential for TOD	None
Advancement of planning objectives of Successor Agency	As part of its duties and objectives when formed, the Successor Agency is charged with liquidating redevelopment assets and transferring proceeds from the sale of those assets to local taxing entities, as well as continuing to oversee development of properties. It is their objective in the disposition of this property that the Successor Agency and Oversight Board obtain clear information on the capability of potential bidders for reuse properties not only to acquire, but to develop expeditiously, for development that maximizes the value of the properties and benefits the affected taxing agencies.
History of previous development proposals and activity	<p>In conjunction with properties 2, 3, and 4 totaling approximately 11.3 acres, these properties were identified in 1995 by the Redevelopment Agency as a potential project to attract a commercial developer who would build a shopping center and possibly a hotel on the property. The RDA advertised for proposals from developers on three separate occasions in 1996, 1997 and 2007.</p> <p>Voit Development In October of 1996 the RDA and Voit Development came to agreement to sell the property to Voit for commercial development. During the next year it became apparent to Voit that they could not complete the terms of the agreement as originally stated. On January 28, 1997 Voit proposed major changes in the agreement. These were rejected by the RDA on March 19, 1997. The property was never transferred to Voit and the relationship with the RDA was terminated at that time.</p>

	<p>Shasta Gateway Development Group, LLC. (SGDG) On April 3, 1997 the RDA entered into a development agreement with SGDG. The developer paid \$1,000,000 to the RDA which was used to complete the purchase of the properties from the original owners and to pay for relocation costs. Another \$1.03 million was to be paid within 24 months of the date of the agreement. When the developer could not secure an anchor tenant and proceed with development, the RDA extended the requirement for the second payment for an additional 24 months by way of an amendment on February 12, 1999. Eventually, SGDG notified the RDA that it would not be able to fulfill the terms of the agreement and requested a return of its \$1 million investment. SGDG blamed the City and the RDA for misrepresenting the potential for development of the property. A lawsuit followed which finally ended in a settlement agreement signed by the parties on July 22, 2004. In that agreement the RDA returned \$1 million and allowed SGDG to keep .81 acres of the land for resale. That parcel was sold to a private party for a future Subway Sandwich shop, but remains undeveloped.</p> <p>Lewis Pipgras, Inc (Pipgras) In November of 2007 the RDA solicited proposals from commercial developers for development of the property. The asking price was \$2.225 million with a \$100,000 good faith deposit. After reviewing the offers, a committee of staff selected Pipgras as the developer. Staff opened negotiations with Pipgras who wanted a 90 day due diligence period before signing the development agreement and paying the good faith deposit. The RDA agreed to the 90 day period in order to avoid a repeat of the contentious agreements in previous attempts to market the property. This period was the beginning of the commercial real estate crash and Pipgras could garner no interest from anchor tenants. They eventually bowed out of the arrangement and the RDA received no interest from other developers who had participated in the proposal process.</p>
Use or disposition of property	Market properties (No. 1, 2, 3, 4) together for commercial development with proceeds from the sale of the properties going to the taxing agencies.

Property No. 2

Parcel Number	007 380 051 000
Address	Cascade Blvd. and Shasta Dam Blvd.
Lot Size	6.2 acres
Property Type	Commercial

Zoning	Commercial Planned Development
Date of Acquisition	8/12/2004
Value of Property at time of acquisition	\$141,400
Estimated current property value	\$600,000
Original Purpose of acquisition	Commercial development
Estimated income/revenue	None
Contractual obligations for income/revenue	None
Environmental contamination	None
Potential for TOD	None
Advancement of planning objectives of Successor Agency	As part of its duties and objectives when formed, the Successor Agency is charged with liquidating redevelopment assets and transferring proceeds from the sale of those assets to local taxing entities, as well as continuing to oversee development of properties. It is their objective in the disposition of this property that the Successor Agency and Oversight Board obtain clear information on the capability of potential bidders for reuse properties not only to acquire, but to develop expeditiously, for development that maximizes the value of the properties and benefits the affected taxing agencies.
History of previous development proposals and activity	See description for Property No. 1.
Use or disposition of property	Market properties (No. 1, 2, 3, 4) together for commercial development with proceeds from the sale of the properties going to the taxing agencies.

Property No. 3

Parcel Number	007 380 052 000
Address	Cascade Blvd. and Shasta Dam Blvd.
Lot Size	3.5 acres
Property Type	Commercial
Zoning	Commercial Planned Development
Date of Acquisition	8/12/2004
Value of Property at time of acquisition	\$79,200
Estimated current property value	\$250,000
Original Purpose of acquisition	Commercial development
Estimated income/revenue	None
Contractual obligations for income/revenue	None
Environmental contamination	None
Potential for TOD	None
Advancement of planning objectives of Successor Agency	As part of its duties and objectives when formed, the Successor Agency is charged with liquidating redevelopment assets and transferring proceeds from the sale of those assets to local taxing entities, as well as continuing to oversee development of properties. It is their objective in the disposition of this property that the Successor Agency and Oversight Board obtain clear information on the capability of potential bidders for reuse properties not only to acquire, but to develop expeditiously, for development that

	maximizes the value of the properties and benefits the affected taxing agencies.
History of previous development proposals and activity	See description for Property No. 1.
Use or disposition of property	Market properties (No. 1, 2, 3, 4) together for commercial development with proceeds from the sale of the properties going to the taxing agencies.

Property No. 4

Parcel Number	007 380 053 000
Address	Cascade Blvd. and Shasta Dam Blvd.
Lot Size	0.1 acres
Property Type	Commercial
Zoning	Commercial Planned Development
Date of Acquisition	8/12/2004
Value of Property at time of acquisition	\$3,900
Estimated current property value	\$5,000
Original Purpose of acquisition	Commercial development
Estimated income/revenue	None
Contractual obligations for income/revenue	None
Environmental contamination	None
Potential for TOD	None
Advancement of planning objectives of Successor Agency	As part of its duties and objectives when formed, the Successor Agency is charged with liquidating redevelopment assets and transferring proceeds from the sale of those assets to local taxing entities, as well as continuing to oversee development of properties. It is their objective in the disposition of this property that the Successor Agency and Oversight Board obtain clear information on the capability of potential bidders for reuse properties not only to acquire, but to develop expeditiously, for development that maximizes the value of the properties and benefits the affected taxing agencies.
History of previous development proposals and activity	See description for Property No. 1.
Use or disposition of property	Market properties (No. 1, 2, 3, 4) together for commercial development with proceeds from the sale of the properties going to the taxing agencies.

Property No. 5

Parcel Number	007 120 020 000
Address	1684 Cascade Blvd.
Lot Size	0.1 acres
Property Type	City Park/Gateway Monument
Zoning	Commercial Planned Development
Date of Acquisition	8/25/1995
Value of Property at time of acquisition	\$2,200
Estimated current property value	n/a
Original Purpose of acquisition	Gateway monument sign.

Estimated income/revenue	None
Contractual obligations for income/revenue	None
Environmental contamination	None
Potential for TOD	None
Advancement of planning objectives of Successor Agency	As part of its duties, the Successor Agency will perform obligations required by the EOPS, maintain reserves, dispose of assets and property, and enforce all rights for the benefit of taxing agencies. Transferring this property from the Successor Agency to the City meets their objective of disposing of assets and property.
History of previous development proposals and activity	None
Use or disposition of property	Transfer the property to the City of Shasta Lake. The City to retain the property for continued governmental use as a gateway monument sign.

Property No. 6

Parcel Number	064 150 068 000
Address	None
Lot Size	31.9 acres
Property Type	Industrial Park and City roadway
Zoning	Industrial Design Review (M-DR)
Date of Acquisition	4/29/1998
Value of Property at time of acquisition	\$0 (transferred at no cost to RDA)
Estimated current property value	\$ 73,500 Gross value - 58,002 Bond obligation \$15,498 Gross Equity
Original Purpose of acquisition	Originally owned by the Shasta Dam Public Utility District (PUD). Upon incorporation of the City of Shasta Lake in 1993, all PUD properties were subsequently transferred to the City. In 1998, the City transferred the property to the RDA, a portion to be used for sale to third parties for industrial development and a portion for governmental use as wastewater spray fields and city roadways.
Estimated income/revenue	None
Contractual obligations for income/revenue	\$58,002 remaining principal balance on wastewater bond issued on April 11, 1995
Environmental contamination	None
Potential for TOD	None
Advancement of planning objectives of Successor Agency	As part of its duties and objectives when formed, the Successor Agency is charged with liquidating redevelopment assets and transferring proceeds from the sale of those assets to local taxing entities, as well as continuing to oversee development of properties. It is their objective in the disposition of this property that the Successor Agency and Oversight Board obtain clear information on the capability of potential bidders for reuse properties not only to acquire, but to develop expeditiously, for development that maximizes the value of the properties and benefits the

	affected taxing agencies.
History of previous development proposals and activity	This property, with Property No. 7 are being used as vacant land being held for future industrial park expansion, a secondary public access roadway for the existing industrial park, and as a spray field for disposal of treated waste water produced b the City's treatment plant.
Use or disposition of property	Market the property for industrial development with any proceeds from the sale of the properties going to the taxing agencies.

Property No. 7

Parcel Number	064 160 007 000
Address	None
Lot Size	142.2 acres
Property Type	Industrial Park and City roadway
Zoning	Industrial Design Review (M-DR)
Date of Acquisition	4/29/1998
Value of Property at time of acquisition	\$0 (transferred at no cost to RDA)
Estimated current property value	\$ 326,900 Gross value (assessed value) - 626,237 Bond obligation <\$300,230> Gross Equity
Original Purpose of acquisition	Originally owned by the Shasta Dam Public Utility District (PUD). Upon incorporation of the City of Shasta Lake in 1992, all PUD properties were subsequently transferred to the City. In 1998, the City transferred the property to the RDA for sale and development.
Estimated income/revenue	\$0
Contractual obligations for income/revenue	\$626,237 Principal balance on wastewater bonds issued April 11, 1995
Environmental contamination	None
Potential for TOD	None
Advancement of planning objectives of Successor Agency	As part of its duties and objectives when formed, the Successor Agency is charged with liquidating redevelopment assets and transferring proceeds from the sale of those assets to local taxing entities, as well as continuing to oversee development of properties. It is their objective in the disposition of this property that the Successor Agency and Oversight Board obtain clear information on the capability of potential bidders for reuse properties not only to acquire, but to develop expeditiously, for development that maximizes the value of the properties and benefits the affected taxing agencies.
History of previous development proposals and activity	This property, with Property No. 6 are being used as vacant land being held for future industrial park expansion, a secondary access roadway for the existing industrial park, and as a spray field for disposal of treated waste water produced b the City's

	treatment plant.
Use or disposition of property	Market the property for industrial development with any proceeds from the sale of the properties going to the taxing agencies.

Property No. 8

Parcel Number	064 440 010 000
Address	None
Lot Size	3.6 acres
Property Type	Industrial
Zoning	Planned Development (SGIP-PD)
Date of Acquisition	7/2/1993
Value of Property at time of acquisition	\$0 (transferred at no cost to RDA)
Estimated current property value	\$ 127,800 Gross value (assessed value) - 65,740 Bond obligation \$ 62,060 Gross Equity
Original Purpose of acquisition	Originally owned by the Shasta Dam Public Utility District (PUD). Upon incorporation of the City of Shasta Lake in 1993, all PUD properties were subsequently transferred to the City. The City then transferred the property to the RDA for sale and development in 1998.
Estimated income/revenue	None
Contractual obligations for income/revenue	\$65,740 Principal balance on development bonds issued April 9, 1993
Environmental contamination	None
Potential for TOD	None
Advancement of planning objectives of Successor Agency	As part of its duties and objectives when formed, the Successor Agency is charged with liquidating redevelopment assets and transferring proceeds from the sale of those assets to local taxing entities, as well as continuing to oversee development of properties. It is their objective in the disposition of this property that the Successor Agency and Oversight Board obtain clear information on the capability of potential bidders for reuse properties not only to acquire, but to develop expeditiously, for development that maximizes the value of the properties and benefits the affected taxing agencies.
History of previous development proposals and activity	Together with Property No. 9, these parcels are vacant sites offered for sale in an improved industrial park. These two parcels have been offered for sale at \$35,500 per acre for more than 10 years with no consummated sales. The sales price includes the assumption or pay off of development bonds by the buyer. The bonds were issued in the early 1990's to pay for development of the park. The balance on the bond for this property is approximately \$65,740.
Use or disposition of property	Market the property for industrial development with any proceeds from the sale of the properties going to the taxing agencies.

Property No. 9

Parcel Number	064 440 015 000
Address	None
Lot Size	3.3 acres
Property Type	Industrial
Zoning	Planned Development (SGIP-PD)
Date of Acquisition	7/2/1993
Value of Property at time of acquisition	\$0 (transferred at no cost to RDA)
Estimated current property value	\$123,750 Gross value - 60,550 Bond obligation \$ 63,200 Gross equity
Original Purpose of acquisition	Originally owned by the Shasta Dam Public Utility District (PUD). Upon incorporation of the City of Shasta Lake in 1993, all PUD properties were subsequently transferred to the City. The City then transferred the property to the RDA for sale and development in 1998.
Estimated income/revenue	None
Contractual obligations for income/revenue	\$60,550 Principal balance on development bonds issued April 9, 1993
Environmental contamination	None
Potential for TOD	None
Advancement of planning objectives of Successor Agency	As part of its duties and objectives when formed, the Successor Agency is charged with liquidating redevelopment assets and transferring proceeds from the sale of those assets to local taxing entities, as well as continuing to oversee development of properties. It is their objective in the disposition of this property that the Successor Agency and Oversight Board obtain clear information on the capability of potential bidders for reuse properties not only to acquire, but to develop expeditiously, for development that maximizes the value of the properties and benefits the affected taxing agencies.
History of previous development proposals and activity	Together with Property No. 8, these parcels are vacant sites offered for sale in an improved industrial park. These two parcels have been offered for sale at \$35,500 per acre for more than 10 years with no consummated sales. The sales price includes the assumption or pay off of development bonds by the buyer. The bonds were issued in the early 1990's to pay for development of the park. The balance on the bond for this property is approximately \$60,550.
Use or disposition of property	Market the property for industrial development with any proceeds from the sale of the properties going to the taxing agencies.

PROPERTIES DEDICATED TO GOVERNMENTAL USE PURPOSES

Pursuant to HSC Section 34181 (a) the Oversight Board may "direct the Successor Agency to transfer ownership of properties that were constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, and local agency administration

buildings, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset.” The following are these properties:

Property No. 5 – 007 120 020 000 – 1684 Cascade Blvd.	This property is currently the location of a gateway monument sign. The property is to be retained and transferred to the City of Shasta Lake for the continued governmental use.
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PROPERTIES RETAINED FOR PURPOSES OF FULFILLING AN ENFORCEABLE OBLIGATION

At this time, there are no properties being proposed to be retained for purposed of fulfilling an enforceable obligation.



May 2, 2014

Mr. John Duckett, City Manager
City of Shasta Lake
P.O. Box 777
Shasta Lake, CA 96019

Dear Mr. Duckett:

Subject: Long-Range Property Management Plan

Pursuant to Health and Safety Code (HSC) section 34191.5 (b), the City of Shasta Lake Successor Agency (Agency) submitted a Long-Range Property Management Plan (LRPMP) to the California Department of Finance (Finance) on April 25, 2013. The Agency subsequently submitted a revised LRPMP to Finance on December 23, 2013. Finance has completed its review of the revised LRPMP, which may have included obtaining clarification for various items.

The Agency received a Finding of Completion on March 29, 2013. Further, based on our review and application of the law, we are approving the Agency's use or disposition of all the properties listed on the LRPMP.

In accordance with HSC section 34191.4, upon receiving a Finding of Completion from Finance and approval of a LRPMP, all real property and interests in real property shall be transferred to the Community Redevelopment Property Trust Fund of the Agency, unless that property is subject to the requirements of an existing enforceable obligation. Pursuant to HSC section 34191.3 the approved LRPMP shall govern, and supersede all other provisions relating to, the disposition and use of all the real property assets of the former redevelopment agency.

Agency actions taken pursuant to a Finance approved LRPMP are subject to oversight board (OB) approval per HSC section 34181 (f). Any subsequent OB actions addressing the Agency's implementation of the approved LRPMP should be submitted to Finance for approval.

Please direct inquiries to Wendy Griffe, Supervisor, or Medy Lamorena, Lead Analyst at (916) 445-1546.

Sincerely,

JUSTYN HOWARD
Assistant Program Budget Manager

cc: On the following page

Mr. John Duckett

May 2, 2014

Page 2

cc: Ms. Laura Redwine, Finance Director, City of Shasta Lake
Ms. Sheri Jenkins, Managing Accountant Auditor, Shasta County
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State
Controller's Office
California State Controller's Office

RESOLUTION CC13-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHASTA LAKE APPROVING THE LONG RANGE PROPERTY MANAGEMENT PLAN AS REVISED DECEMBER 2, 2013

WHEREAS, the Oversight Board of the Successor Agency to the Shasta Lake Redevelopment Agency ("Oversight Board") has been established to direct the Successor Agency to the Shasta Lake Redevelopment Agency ("Successor Agency") to take certain actions to wind down the affairs of the Redevelopment Agency (RDA) including submittal of a Long Range Property Management Plan (PMP) to the Department of Finance; and

WHEREAS, the Oversight Board approved a PMP which was submitted to the state Department of Finance on April 25, 2013; and

WHEREAS, that PMP contained language reserving title to Parcels 6, 7, 8, and 9, as described in the plan, to the City of Shasta Lake; and

WHEREAS, the Department of Finance subsequently found that PMP to be deficient as stated in a letter from that agency dated September 20, 2013; and

WHEREAS, the revised PMP now provides for ownership to remain with the Successor Agency, which will be responsible for payments on bonds which lien the properties, thereby relieving the City of more than \$64,000 (approximate) in annual payments; now therefore be it resolved

NOW THEREFORE, BE IT RESOLVED THAT HE CITY OF SHASTA LAKE HEREBY APPROVES THE LONG RANGE PROPERTY MANAGEMENT PLAN AS REVISED ON DECEMBER 2, 2013 AND RESERVES FOR ITSELF, ON BEHALF OF BY THE CITIZENS AND RATE PAYERS OF THE CITY OF SHASTA LAKE, THE RIGHT TO CLAIM FROM THE REDEVELOPMENT PROPERTY TAX TRUST FUND ALL AMOUNTS PREVIOUSLY PAID FOR BOND REPAYMENT WHICH REDUCED LEINS ON THE PROPERTIES.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Shasta Lake, on the 17th day of December, 2013, by the following vote:

AYES: CHAPMAN-SIFERS, DIXON, FARR, WATKINS, MORGAN
NOES: NONE
ABSENT: NONE



PAMELYN MORGAN, Mayor

ATTEST:



TONY COATES, CMC, City Clerk

RESOLUTION SAOB 13-07

**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SHASTA LAKE SUCCESSOR AGENCY
APPROVING THE LONG RANGE PROPERTY MANAGEMENT PLAN AS REVISED
DECEMBER 2, 2013**

WHEREAS, the Oversight Board of the Successor Agency to the Shasta Lake Redevelopment Agency ("Oversight Board") has been established to direct the Successor Agency to the Shasta Lake Redevelopment Agency ("Successor Agency") to take certain actions to wind down the affairs of the Redevelopment Agency (RDA) including submittal of a Long Range Property Management Plan (PMP) to the Department of Finance; and

WHEREAS, the Oversight Board approved a PMP which was submitted to the state Department of Finance on April 25, 2013; and

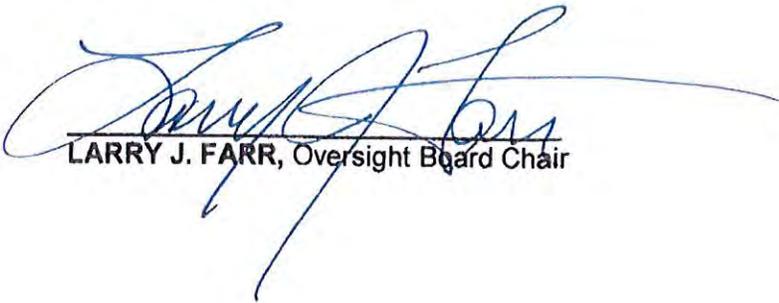
WHEREAS, the Department of Finance subsequently found that PMP to be deficient as stated in a letter from that agency dated September 20, 2013; and

WHEREAS, Successor Agency staff have made certain revisions to the PMP to bring it into compliance with Department of Finance requirements.

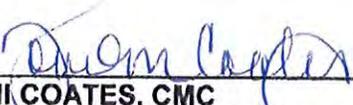
NOW, THEREFORE, BE IT RESOLVED THAT THE OVERSIGHT BOARD OF THE SHASTA LAKE SUCCESSOR AGENCY HEREBY APPROVES THE ATTACHED LONG RANGE PROPERTY MANAGEMENT PLAN AS REVISED ON DECEMBER 2, 2013.

PASSED, APPROVED AND ADOPTED at a special meeting of the Oversight Board, on the 18th day of December, 2013, by the following vote:

AYES: HILLMAN, LAWSON, LUGO, MORGAN, SCHAPPELL, FARR
NOES: NONE
ABSENT: RODRIGUE
ABSTAIN: NONE


LARRY J. FARR, Oversight Board Chair

ATTEST:



TONI COATES, CMC
Secretary of the Oversight Board