



Yolo County Housing

Lisa A. Baker, Executive Director

147 W. Main Street
WOODLAND, CA 95695

Woodland: (530) 662-5428
Sacramento: (916) 444-8982
TTY: (800) 545-1833, ext. 626

BOARD OF COMMISSIONERS

Duane Chamberlain
Marlene Games
Michael H. McGowan
Matt Rexroad
Helen M. Thomson
Steven Tupolo
Mariko Yamada

DATE: December 11, 2008
TO: YCH Board of Commissioners
FROM: Lisa A. Baker, Executive Director
SUBJECT: **Review and Ratify Execution of Purchase of 2439 Meadowlark, a four-bedroom home through MHPA funds.**

Agenda Item No. 4.06

RECOMMENDED ACTIONS:

That the Board of Commissioners ratify the purchase of 2439 Meadowlark, West Sacramento.

BACKGROUND / DISCUSSION

On January 10, 2008, the Board approved entering into an MOU with ADMH in order to provide housing services to ADMH. In particular, the YCH would provide services to assist in the acquisition and rehabilitation of one to two facilities for full service mental health clients.

On July 3, 2008, the Board approved a replacement MOU that allows the YCH to acquire and rehabilitate one to two properties for full service mental health clients. This MOU allowed the transfer of approximately \$700,000 in Mental Health Services Act (MHPA) funds to be used for acquisition, rehabilitation and furnishing of said properties.

The Board was previously apprised that the YCH, under the MOU, entered into escrow for the purchase of 2439 Meadowlark. After completing all due diligence, inspections and appraisal, escrow closed on October 28, 2008 for a total purchase price and fees of \$301,565. The Meadowlark property is a four-bedroom home. The maximum number of tenants in the home will be four adults. Each person will be determined suitable by ADMH for the placement and must undergo suitability checks as well as a criminal and sexual predator background check in order to be eligible for placement in the home.

In the approved MOU between YCH and ADMH, it was agreed that a separate Management and Operations MOU would be created to handle the operations of the home. Currently, YCH staff are planning general improvements to the home that will include curb appeal and painting, new carpet and rear exterior landscaping. The YCH will comply with City permitting requirements for the facility.

FISCAL IMPACT

None.

CONCLUSION

Staff requests that the Board ratify the purchase.

Attachment: Purchase Agreement and escrow document with Counter offers

Stewart Title of California, Inc. (818) 502-2700
Buyer's Final Closing Statement

Buyer(s) YCH, Lisa Baker, Dir
 Seller(s) US BANK NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE REGISTERED CERTIFICAR HOLDERS OF CITIGROUP MORTGAGE LOAN TRUST 2007-AMC2, ASSET-BACKED PASS
 Lender * Lender of Borrower's choice
 Property 2439 Meadowlark Circle, West Sacramento, CA 95691
 Closing date 10/28/2008 Proration date 10/28/2008
 Bank GLECNE - City National Bank
 Escrow Unit 3231 - LA - Glendale (Thorpe)
 Escrow Officer Melinda Thorpe

	<u>Debit</u>	<u>Credit</u>
Contract Sales Price	299,900.00	
Deposits:		
Deposit or earnest money from YCH, Lisa Baker, Dir.....		1,000.00
Additional Credits:		
Additional Deposit from YCH, Lisa Baker, Dir.....		302,073.25
Prorations:		
County taxes		
From 7/1/2008 to 10/28/2008 @ \$16.67039/day.....		1,950.44
Title Charges:		
Settlement or closing fee to Stewart Title of California, Inc.....	698.25	
Courier/Delivery processing fee to Stewart Title of California, Inc.....	30.00	
Recording Fees/Transfer Charges:		
Recording fees: to Stewart Title of California, Inc.		
Deed \$42.00.....	42.00	
Additional Charges:		
Reimbursement for inspections to Janet Vaughan.....	895.00	
Subtotal:	301,565.25	305,023.69
Balance due to Buyer:	3,458.44	
Totals:	305,023.69	305,023.69

The parties herein have been advised that the foregoing amounts are estimates only. We therefore, authorize the above captioned Escrow Holder to change estimated amounts to final amounts owing, to satisfy the items authorized, and to close escrow.

Standard Counter Offer
Loan #: 9000180001

This is a counteroffer to the Real Estate Purchase Contract and Receipt for Deposit dated August 12, 2008, for property known as: 2438 MEADOWLARK CIRC, WEST SACRAMENTO, CA 95691 (the "Property") where YCH Lisa Baker, Dk is referred to as Buyer and Citi Residential Lending is referred to as Seller.

Seller accepts the terms and conditions in this contract with the following changes:

1. Sales Price shall be \$ 299900.00.
2. Buyer's deposit shall be \$ 1000.00 in the form of a cashier's check or a certified check.
3. Seller agrees to pay up to \$ 0.00 for Buyer's closing costs, which are defined as prepaid, non-recurring, and non-allowable costs.
4. Seller agrees to pay up to \$ 0.00 toward repairs on the Property. Any repair amount in excess of the stated amount shall be the sole responsibility of Buyer. No repairs shall be started without the seller's consent.
5. Seller agrees to pay for the following items up to but not to exceed the following amount:

Natural Hazard Disclosure	<u>100.00</u>
---------------------------	---------------
6. Buyer to provide Seller's agent with a Source of Funds document prior to offer acceptance.
7. Buyer to make a written application loan approval within two (2) days. Buyer is to remove the appraisal contingency within (Ten) 10 days and have Lender's written loan approval within Twenty (20) days after acceptance of this counteroffer. If this is an all cash transaction, buyer agrees to waive all financing contingencies.
8. Buyer shall complete all inspections within Ten (10) days of counteroffer acceptance. Buyer is solely responsible for the costs of all inspections. Seller will not adjust the sales price due to the findings of any inspections. Seller will not pay for a property survey or abstract.
9. Buyer hereby elects to utilize Seller's attorney/title company/servicer company for the purpose of issuing title insurance. In consideration thereof, Seller agrees to pay for the Owner's title insurance policy. Seller will not provide a survey or abstract. Seller will transfer title with a Limited or Special Warranty Deed.
10. Home warranty to be provided by seller through First American at an expense not to exceed 375.0.
11. Unless otherwise specified, Buyer and Seller shall pay their own closing costs.

Buyer's Initials: (YCH) ()

Seller's Initials: (KS) ()

Citi Residential Lending Standard Counteroffer
DOM# RD-04 100-2

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Revised 8/1/2007

Citi Residential Lending, Inc. as servicer,
by National Default Servicing LLC, Inc.
authorized Representative



Standard Counter Offer
Loan #: 9000155001

12. Time is of the essence. If the transaction does not close by September 30, 2008, through no fault of Seller, Seller reserves the right to cancel the transaction. In the event Seller elects to extend the closing period, Buyer shall be charged a per diem of \$100.00 until the transaction closes. In the event Seller perceives escrow for Buyer's and/or Buyer's Lenders nonperformance or negligence, Buyer shall sign cancellation papers within 24 hours and forfeit Buyer's deposit to Seller.

13. Seller shall pay up to \$0.00 for Section 1 charges listed on the termite report. The Buyer shall pay any and all costs in excess of the stated amount.

14. The sale is subject to management approval of Seller. This sale may be subjected to NREIC/PMA and/or Investor approval.

15. The sale is contingent upon closing without the need for Seller to deposit funds to close. If funds are required, Seller may terminate the transaction without liability or obligation to Buyer.

16. Additional terms:

Seller to pay Transfer Tax, Escrow 60%. Offer subject to appraisal.

17. Buyer hereby holds Seller and Seller's Agent harmless from not completing and delivering a "Real Estate Transfer and Disclosure Statement" and acknowledges that Seller and Seller's Agent have made absolutely no representations or warranties, express or implied, as to the condition of the Property. Buyer acknowledges that Seller acquired the Property through foreclosure or default.

18. Buyer is aware that the Property is sold in its PRESENT, AS IS condition with all defects, if any. Seller strongly encourages Buyer to obtain expert advice by professional inspections as to, but not limited to, the electrical, structural, plumbing, geological, utilities, and roof condition of the Property. Buyer is purchasing the Property in its present condition without any obligation by Seller to make any changes, alterations or repairs. Seller and Seller's Agent do not warrant the existing structure as to its habitability or suitability for occupancy, nor that the Property meets city, county, state, or federal ordinances or codes. Buyer assumes all responsibility to check with the appropriate planning authority for the intended use. Buyer assumes all responsibility for Buyer's intended use and agrees to hold Seller harmless as to suitability for Buyer's intended use.

19. Buyer acknowledges that (i) he has sufficient information regarding the Property, (ii) he is relying on his own experts and not Seller or any information provided by Seller, if any; and (iii) he is not looking to Seller for any additional information with respect to the condition of the Property.


Buyer's Initials:  () ()

Seller's Initials: (KS) ()

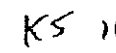
Old Residential Lending, Inc. as servicer,
by National Default Servicing LLC, Inc.
authorized Representative

Standard Counter Offer
Loan #: 9000168001

20. Buyer is advised that personal property is not included in the purchase. If Seller has any interest in personal property at this Property, Seller agrees to give Buyer its interest in the personal property, if any, without any warranties or representations, express or implied, as to the ownership or condition of the personal property. This includes, but is not limited to, keys, garage door opener, window and wall coverings, fixtures, and freestanding appliances, if any.
21. This instruction replaces and supercedes any and all statements concerning the condition of the Property and any "Seller's Representations" concerning the condition of the Property, the personal property, or any matter that may be included in the original contract. Should there be any discrepancy between the original contract and this counteroffer, the terms of this counteroffer shall control.
22. The closing of this transaction shall constitute Buyer's acknowledgement that the premises are unconditionally accepted without representation or warranty of any kind or nature and in its present condition based solely on Buyer's inspection.
23. Seller has acquired the Property via foreclosure and may be unaware of existing title defects and/or liens. Should Seller be unable or unwilling to clear said title defects and/or liens, Seller may terminate the transaction. In this event, Buyer's sole remedy shall be the return of the earnest money deposit.
24. Seller's Choice of Closing Company is to be:
- | | |
|----------|--------|
| Contact: | Phone: |
| | Fac: |
25. Bonds and Assessments now a lien shall be paid owned by the Seller, any payments not yet due are to be assumed by the buyer. Buyer and Seller agree that Taxes are to be prorated to the close date.
26. Addendum A is to be signed by the buyer and Seller and is to be made part of this agreement.
27. ~~Seller will not allow financing through company affiliate lenders. Buyer to find financing through any other lender of their choice.~~

Buyer's Initials: ()
Citi Residential Lending Resource Center
DOM 80-81300-3

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Seller's Initials: ()
Revised 9/1/2007

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by National Default Servicing LLC, Inc.
authorized Representative

Standard Counter Offer
Loan #: 8000150001

Seller reserves the right to continue to offer the Property for sale and accept any offer at any time prior to receipt by Seller or Seller's Agent of a copy of this Counteroffer, accepted and signed by Buyer. "Accept," as used herein, includes delivery in person, by mail, or by facsimile.

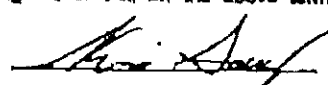
Unless this Counteroffer is accepted on or before September 7, 2008, at 12 noon, it shall be deemed revoked and the deposit shall be returned to Buyer. Seller's acceptance of another offer shall revoke this Counteroffer. This Counteroffer may be executed in two or more counterparts, all of which shall constitute one and the same writing.

Date: _____, 20__ Seller: 

- The undersigned Buyer accepts the above Counteroffer, or
- The undersigned Buyer accepts the above Counteroffer with the following changes:

Date: 7/12, 2005 Buyer: W. A. [unclear] for 4000 Cicely Housing
Date: _____, 20__ Buyer: _____

The following is required only if the Buyer has made changes or amendments above: Seller accepts the Buyer's changes to Seller's Counteroffer and agrees to sell on the above terms and conditions.

Date: 9/8/08, 2008 Seller: 

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OF ANY PROVISION OR THE ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Citi Residential Lending, Inc. as servicer,
by National Default Servicing LLC, Inc.
authorized Representative

**AMENDMENT A
FORECLOSURE PROVISION**

Addendum to (Purchase Contract and/or Contract Offer) dated _____ for the property located at 2439 MEADOWLARK CIRC. WEST SACRAMENTO, CA 95881

Buyer is aware that Seller acquired the property that is the subject of this transaction by way of foreclosure, and that Seller is selling and Buyer is purchasing the property in its present "As-Is" Condition without representations or warranties of any kind or nature.

Buyer acknowledges for Buyer and Buyer's successors, heirs and assigns, that Buyer has been given a reasonable opportunity to inspect and investigate the property and all improvements thereon, either independently or through agents or Buyer's choosing, and that in purchasing the property Buyer is not relying on Seller, or its agents, as to the condition or safety of the property and/or any improvements thereon, including but not limited to, electrical, plumbing, heating, sewer, roof, air conditioning, if any, foundations, soils and geology, lot size or suitability of the property and/or its improvements for particular purposes, or that appliances, if any, plumbing and/or utilities are in working order, and/or that the improvements are structurally sound and/or in compliance with any city, county, state and/or Federal statutes, codes or ordinances. Any reports, repairs or work required by Buyer's lender is to be the sole responsibility of the Buyer.

Seller does not warrant existing structure as to its habitability or suitability for occupancy. Buyer(s) assumes responsibility to check with the appropriate planning authority for intended use and hold Seller and Broker harmless as to suitability for Buyer(s) intended use.

Mold may or may not have been removed or covered in the course of any cleaning or repairing of the property. The purchaser acknowledges that, if seller or any of seller's employees, contractors, or agents cleaned or repaired the property or remediate Mold contamination, that seller does not warrant the cleaning repairs or remediation. Buyer to satisfy themselves with their own inspections at the Buyer's expense and Buyer acknowledges and agrees to accept full responsibility for any matters that may result from microscopic organisms and/or mold and to hold harmless, release and indemnify seller and or assigns, investors, Selling Broker/agent, their officers, employees, agents, heirs, associates, administrators and successors from any liability/recovery/damages (financial or otherwise).

Buyer(s) further states that they are relying solely upon their own inspection of subject property and not upon any representation made to them by any person whatsoever, and is purchasing subject property in the condition in which it now is, without any obligation on the part of the Seller to make any changes, alterations, or repair thereof.

Seller gives no warranties of fitness regarding such personal property that belongs to Seller that is transferred as a part of the purchase.

The closing of this transaction shall constitute as an acknowledgment by the Buyer(s) that THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT "AS IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.

<i>initials for Yolo County Housing</i>			
Buyer	<i>[Signature]</i>	Date	<i>9/18/08</i>
Seller	<i>[Signature]</i>	Date	<i>9/18/08</i>

Citi Residential Lending, Inc. as servicer,
by National Default Servicing LLC, Inc.
authorized Representative



CALIFORNIA ASSOCIATION OF REALTORS

ADDENDUM

(C.A.R. Form ADM, Revised 10/05)

No. 1

The following terms and conditions are hereby incorporated in and shall a part of the: [] Residential Purchase Agreement, [] Manufactured Home Purchase Agreement, [] Business Purchase Agreement, [] Residential Lease or Month-to-Month Rental Agreement, [] Vacant Land Purchase Agreement, [] Residential Income Property Purchase Agreement, [] Commercial Property Purchase Agreement, [] Other

dated August 7, 2008 on property known as 2418 Mendocino Cir. N. Sacramento CA 95825-5527 in which [] is referred to as ("Buyer/Tenant") and [] is referred to as ("Seller/Landlord"). Purchase price to be \$250,000. Purchase subject to appraisal. Escrow to close at balance of construction.

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

Date August 28, 2008

Date 9/8/08

Buyer/Tenant [Signature] R.N. Lisa Baker, D.R.

Seller/Landlord [Signature] for NDS

Seller/Landlord

Seller/Landlord

We warrant that the information contained herein is true and correct to the best of our knowledge and belief, and that we are not aware of any material misstatements or omissions. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. YOU SHOULD CONSULT WITH YOUR FINANCIAL ADVISOR BEFORE MAKING ANY INVESTMENT DECISION. THIS DOCUMENT IS NOT INTENDED TO BE USED AS A SUBSTITUTE FOR LEGAL COUNSEL. YOU ARE ADVISED TO CONSULT WITH YOUR ATTORNEY BEFORE SIGNING ANY CONTRACT. THE CALIFORNIA ASSOCIATION OF REALTORS (C.A.R.) AND REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OF TRANSACTIONS. IF YOU BELIEVE LEGAL OR OTHER ADVICE IS NECESSARY, YOU SHOULD CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL ADVISOR. YOU ARE ADVISED TO CONSULT WITH YOUR ATTORNEY BEFORE SIGNING ANY CONTRACT. THE CALIFORNIA ASSOCIATION OF REALTORS (C.A.R.) IS A REGISTERED EDUCATIONAL INSTITUTION WITH WHICH YOU MAY BE ABLE TO OBTAIN CERTAIN BENEFITS.

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Reviewed by: [Signature] Date: [Blank]



MEMBER Woodland Phone: (530) 962-7777

28 W. Main Street Woodland CA 95692 Fax: (530) 962-2224

ADDENDUM (ADM-51 PAGE 1 OF 1)

2008 Member



Mark Starns Finance Director

Yolo County Housing 147 W. Main St., Woodland, CA 95692

Subject to CHI RL Counter Offer Form

For housing inquiries: Yolo users only: YOC, 1-800-645-1855 Ext. 636

1-800-892-9626 Sacramento: (916) 444-8862 Woodland: (530) 962-2222 FAX: (530) 962-5428



**CALIFORNIA
RESIDENTIAL PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**
For Use With Single Family Residential Property - Attached or Detached
(C.A.R. Form RPA-CA, Revised 11/97)

Date August 7, 2008 at Woodland, California.

1. OFFER:
A. THIS IS AN OFFER FROM YCE, Alan Baker, DLR. (Buyer)

B. THE REAL PROPERTY TO BE ACQUIRED is described as 2133 Meadowlark Cir. W. Sacramento CA 95825-4624, Assessor's Parcel No. 045-772-07-1, located in W. Sacramento, County of Yuba, California. (Property)

C. THE PURCHASE PRICE offered is Typ Amended Street Right Easement Dollars \$ 278,000.00

D. CLOSING OF ESCROW shall occur on (Date) for 30 Days After Acceptance.

2. FINANCE TERMS: Obtaining the loans below is a contingency of this Agreement unless: (a) other 2K or 3L is checked below; or (b) otherwise agreed in writing. Buyer shall act diligently and in good faith to obtain the designated loans. Obtaining deposit, down payment and closing costs is not a contingency. Buyer represents that funds will be good when deposited with Escrow Holder.
A. NETRAL DEPOSIT: Buyer has given a deposit in the amount of \$ 1,000.00 to the agent submitting the offer (or to RE/MAX Woodland), by personal check (or RE/MAX Woodland), made payable to RE/MAX Woodland, which shall be held unencashed until Acceptance and then deposited within 3 business days after Acceptance (or Escrow Holder), with Escrow Holder, (or into Broker's trust account).

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

C. FIRST LOAN IN THE AMOUNT OF \$
(1) NEW First Deed of Trust in favor of lender, encumbering the Property, securing a note payable at maximum interest of % fixed rate, or % initial adjustable rate with a maximum interest rate of %, balloon due in years, amortized over years. Buyer shall pay loan installments not to exceed \$. (These loans apply whether the designated loan is conventional, FHA or VA)
(2) FHA VA: (The following items only apply to the FHA or VA loan that is checked.)
Seller shall pay % discount points. Buyer shall pay other fees not allowed to be paid by Buyer, not to exceed \$ \$. Seller shall pay the cost of lender required Repairs (including those for wood destroying pests) not otherwise provided for in this Agreement, not to exceed \$ \$. (Actual loan amount may increase if mortgage insurance premiums, funding fees or closing costs are financed.)

D. ADDITIONAL FINANCING TERMS: Seller financing (C.A.R. Form SFCA); secondary financing, \$ (C.A.R. Form PAA, paragraph 4A); assumed financing (C.A.R. Form PAA, paragraph 4B)

E. BALANCE OF PURCHASE PRICE (not including costs of obtaining loans and other closing costs) in the amount of \$ 277,000.00 to be deposited with Escrow Holder within sufficient time to close escrow.

F. PURCHASE PRICE (TOTAL): \$ 278,000.00

G. LOAN APPLICATIONS: Within 7 (or Days After Acceptance), Buyer shall provide Seller a letter from lender or mortgage loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for the NEW loan specified in 2C above.

H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 2G) shall, within 7 (or Days After Acceptance), provide Seller written verification of Buyer's down payment and closing costs.

I. LOAN CONTINGENCY REMOVAL: (a) Within 17 (or Days After Acceptance), Buyer shall, as specified in paragraph 14, remove the loan contingency or cancel this Agreement; OR (b) (if checked) the loan contingency shall remain in effect until the designated loans are funded.

J. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (OR, if checked, is NOT) contingent upon the Property appraising at or less than the specified purchase price. If there is a loan contingency, at the time the loan contingency is removed (or, if checked, within 17 (or Days After Acceptance), Buyer shall, as specified in paragraph 14B(3), remove the appraisal contingency or cancel this Agreement. If there is no loan contingency, Buyer shall, as specified in paragraph 14B(3), remove the appraisal contingency within 17 (or Days After Acceptance).

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

L. ALL CASH OFFER (if checked): No loan is needed to purchase the Property. Buyer shall, within 7 (or Days After Acceptance), provide Seller written verification of sufficient funds to close this transaction.

3. CLOSING AND OCCUPANCY:

A. Buyer intends (or does not intend) to occupy the Property as Buyer's primary residence.

B. Seller-occupied or vacant property: Occupancy shall be delivered to Buyer at 4:00 AM PM on the date of Close of Escrow; on ; or no later than Days After Close Of Escrow. (C.A.R. Form PAA, paragraph 2.) If transfer of title and occupancy do not occur at the same time, Buyer and Seller are advised to: (a) enter into a written occupancy agreement; and (b) consult with their insurance and legal advisors.

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RPA-CA REVISED 11/97 (PAGE 1 OF 6) **CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA) PAGE 1 OF 6**
Reviewed by Seller's initials (K) (S) Date 8/7/08
Agent: Janet Williams Phone: (530) 641-7777 Fax: (530) 641-2234 Prepared using WRNForms® software
Broker: RE/MAX Woodland 38 W. Main Street, Woodland, CA 95666

2439 Meadowlark Cir
Property Address: Y. Sacramento, CA 95695-6628

Date: August 7, 2008

G. Tenant-occupied property: (1) Property shall be vacant at least 6 (or _____) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.

OR (2) (if checked) Tenant to remain in possession. The attached addendum is incorporated into this Agreement (C.A.R. Form PAA, paragraph 3).

OR (3) (if checked) This Agreement is contingent upon Buyer and Seller entering into a written agreement regarding occupancy of the Property within the time specified in paragraph 14B(1). If no written agreement is reached within this time, either Buyer or Seller may cancel this Agreement in writing.

D. At Close Of Escrow, Seller assigns to Buyer any assignable warranty rights for items included in the sale and shall provide any available Copies of such warranties. Seller cannot and will not determine the assignability of any warranties.

E. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door opener. If Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowner's Association ("HOA") to obtain keys to accessible HOA facilities.

4. ALLOCATION OF COSTS (if checked): Unless otherwise specified here, this paragraph only determines who is to pay for the report, inspection, test or service mentioned. If not specified here or elsewhere in this Agreement, the determination of who is to pay for any work recommended or identified by any such report, inspection, test or service shall be by the method specified in paragraph 14B(2).

A. WOOD DESTROYING PEST INSPECTION:

(1) Buyer Seller shall pay for an inspection and report for wood destroying pests and organisms ("Report") which shall be prepared by _____, a registered structural pest control company. The Report shall cover the accessible areas of the main building and attached structures and, if checked: detached garages and carports, detached decks, the following other structures or areas: _____ The Report shall not include roof coverings. If Property is a condominium or located in a common interest subdivision, the Report shall include only the separate interest and any exclusive-use areas being transferred and shall not include common areas, unless otherwise agreed. Water tests of shower pans on upper level units may not be performed without consent of the owners of property below the shower.

OR (2) (if checked) The attached addendum (C.A.R. Form WPP) regarding wood destroying pest inspection and allocation of cost is incorporated into this Agreement.

B. OTHER INSPECTIONS AND REPORTS:

(1) Buyer Seller shall pay to have septic or private sewage disposal systems inspected _____

(2) Buyer Seller shall pay to have domestic wells tested for water quality and productivity _____

(3) Buyer Seller shall pay for a natural hazard zone disclosure report prepared by _____

(4) Buyer Seller shall pay for the following inspection or report: _____

(5) Buyer Seller shall pay for the following inspection or report: _____

C. GOVERNMENT REQUIREMENTS AND RETROFIT:

(1) Buyer Seller shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer a written statement of compliance in accordance with state and local Law, unless exempt.

(2) Buyer Seller shall pay the cost of compliance with any other without mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law: _____

D. ESCROW AND TITLE:

(1) Buyer Seller shall pay escrow fee 50/50 Split.
Escrow Holder shall be Planner Title - Woodland

(2) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 12B 50/50 Split.
Owner's title policy to be issued by Planner Title-Woodland.
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

E. OTHER COSTS:

(1) Buyer Seller shall pay County transfer tax or transfer fee _____

(2) Buyer Seller shall pay City transfer tax or transfer fee _____

(3) Buyer Seller shall pay HOA transfer fee _____

(4) Buyer Seller shall pay HOA document preparation fees _____

(5) Buyer Seller shall pay the cost, not to exceed \$ 375.00, of a one-year home warranty plan, issued by Eliability Comprehensive Five Plan, with the following optional coverage: _____

(6) Buyer Seller shall pay for _____

(7) Buyer Seller shall pay for _____

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

A. (1) Seller shall, within the time specified in paragraph 14A, deliver to Buyer, if required by Law: (a) Federal Lead-Based Paint Disclosure and pamphlet ("Lead Disclosure"); and (b) disclosure or notice required by sections 1102 et. seq. and 1103 et. seq. of the California Civil Code ("Statutory Disclosure"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHDS"), notice of actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act and Improvement Bond Act of 1915) and, if Seller has actual knowledge, an industrial use and military ordnance location disclosure (C.A.R. Form BSC).

(2) Buyer shall, within the time specified in paragraph 14B(1), return signed Copies of the Statutory and Lead Disclosures to Seller.

(3) 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 prepared and paid for by Buyer.

Seller's Initials (JS) (_____)
Buyer's Initials (JS) (_____) (KS)

Reviewed by _____ Date _____

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RPA-CA REVISED 11/07 (PAGE 2 OF 3)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 2 OF 3)

2439 Meadowlark

Subject to CRI RL Counter Offer Form

2439 Meadowlark Cir
Property Address: N. Sacramento, CA 95695-4628

Date: August 7, 2008

- (4) If any disclosure or notice specified in 5A(1), or subsequent or amended disclosure or notice is delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After delivery in person, or 5 Days After delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent. (Lead Disclosures sent by mail must be sent certified mail or better.)
- (5) Note to Buyer and Seller: Waiver of Retaliation and Lead Disclosures is prohibited by Law.
- B. NATURAL AND ENVIRONMENTAL HAZARDS: Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Intentional) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (ii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. MORGAN'S LAW DATABASE DISCLOSURES: Pursuant to Section 890.08 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.morganlaw.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 Broker 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.)
6. CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:
- A. SELLER HAS: () Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned unit development or other common interest subdivision (C.A.R. Form 650).
- B. If the Property is a condominium or is located in a planned unit development or other common interest subdivision, Seller has: () Days After Acceptance to request from the HOA (C.A.R. Form HOA); (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall review 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 14B(2).
7. CONDITIONS AFFECTING PROPERTY:
- A. Unless otherwise agreed: (i) the Property is sold (a) in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer'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.
- B. SELLER SHALL, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, AND MAKE OTHER DISCLOSURES REQUIRED BY LAW (C.A.R. Form 600).
- C. NOTE TO BUYER: You are strongly advised to conduct investigations of the entire Property in order to determine its present condition since Seller may not be aware of all defects affecting the Property or other factors that you consider important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.
- D. NOTE TO SELLER: Buyer has the right to inspect the Property and, as specified in paragraph 14B, based upon information discovered in these inspections: (i) cancel this Agreement; or (ii) request that you make repairs or take other action.
8. ITEMS INCLUDED AND EXCLUDED:
- A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, signs or marketing materials are not included in the purchase price or excluded from the sale prices specified in 8B or C.
- B. ITEMS INCLUDED IN SALE:
- (1) All EXISTING fixtures and things that are attached to the Property;
- (2) Existing electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air conditioning/coolers, pool/spa equipment, garage door openers/remotes/control, walk-in, in-ground landscaping, transoms, water softener, water purifiers, security systems/etc.; and
- (3) The following items: _____
- (4) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
- (5) All items included shall be transferred free of liens and without Seller warranty.
- C. ITEMS EXCLUDED FROM SALE: _____
9. 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 14B. Within the time specified in paragraph 14B(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) notify Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form 800). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Buyer shall complete Buyer Investigations and, as specified in paragraph 14B, remove the contingency or cancel this Agreement. Buyer shall give Seller, at no cost, complete Copies of all Buyer Investigation reports obtained by Buyer. Seller shall make the Property available for all Buyer Investigations. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 3 OF 8)

Buyer's Initials ()
Seller's Initials ()

Reviewed by _____ Date _____



2439 Meadowlark

Subject to Citi RL Counter Offer Form

2435 Meadowlark Cir
Property Address: W. Sacramento, CA 95895-4628

Date: August 7, 2008

10. **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, strict manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or structure may not be possible. Seller shall: (i) obtain 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 receipts and statements to Buyer prior to final verification of condition.

11. **BUYER INDEMNITY AND SELLER PROTECTION FOR ENTRY UPON PROPERTY:** Buyer shall: (i) keep the Property free and clear of liens; (ii) Repair all damage arising from Buyer investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, uninsured compensation and other appropriate insurances, 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-acceptability" (C.A.R. Form NRP) for Buyer investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

12. **TITLE AND INTERESTS:**

- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary (title) report, which is only an offer by the title insurer to issue a policy of title insurance and may not include 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 14B.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) Surveyor's Lien of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 14A, 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 GLTNALTA Homeowner's Policy of Title Insurance. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.

13. **SALE OF BUYER'S PROPERTY:**

A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.

OR B. (if checked): The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.

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

A. **SELLER HAS:** 7 (or) Days After Acceptance to deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraphs 4, 5A and 5, 5A, 7B and 12.

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

- (i) complete all Buyer investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 5 and leaseability of Buyer and the Property); and
- (ii) return to Seller Signed Copies of Statutory and Lead Disclosures delivered by Seller in accordance with paragraph 5A.

(2) Within the time specified in 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form NR). Seller has no obligation to agree to or respond to Buyer's requests.

(3) By the end of the time specified in 14B(1) (or 21 for loan contingency or 31 for appraisal contingency), Buyer shall, in writing, remove the applicable contingency (C.A.R. Form CR) or cancel this Agreement. However, if (i) government-mandated inspectional reports required as a condition of closing; or (ii) Common Interest Disclosures pursuant to paragraph 5B are not made within the time specified in 14A, then Buyer has 5 (or) Days After receipt of any such items, or the time specified in 14B(1), whichever is later, to remove the applicable contingency or cancel this Agreement in writing.

C. **CONTINUATION OF CONTINGENCY OR CONTRACTUAL OBLIGATION; SELLER RIGHT TO CANCEL:**

(1) **Seller right to Cancel; Buyer Contingencies:** Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit if, by the time specified in this Agreement, Buyer does not remove in writing the applicable contingency or cancel this Agreement. Once all contingencies have been removed, failure of either Buyer or Seller to close encumbered title may be a breach of this Agreement.

(2) **Continuation of Contingency:** Even after the expiration of the time specified in 14B, Buyer retains the right to make requests to Seller, remove in writing the applicable contingency or cancel this Agreement until Seller cancels pursuant to 14C(1). Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement pursuant to 14C(1).

(3) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (i) if Buyer fails to deposit funds as required by 2A or 2B; (ii) if the funds deposited pursuant to 2A or 2B are not good when deposited; (iii) if Buyer fails to provide a letter as required by 2C; (iv) if Buyer fails to provide verification as required by 2H or 2I; (v) if Seller reasonably disapproves of the verification provided by 2H or 2I; (vi) if Buyer fails to return Statutory and Lead Disclosures as required by paragraph 5A(2); or (vii) if Buyer fails to sign or initial a separate liquidated damage form for an increased deposit as required by paragraph 15. Seller is not required to give Buyer a Notice to Perform regarding Close of Escrow.

(4) **Notice To Buyer To Perform:** The Notice to Buyer to Perform (C.A.R. Form NRP) shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 24 (or) hours (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform may not be given any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet a 14C(1) obligation.

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 4 OF 8)

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



2435 Meadowlark

Subject to CHS RL Counter Offer Form

2439 Meadowlark Cir

Property Address: W. Sacramento, CA 95695-4528

Date: August 7, 2008

- D. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation right, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing.
- E. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to sign mutual instructions to cancel the sale and escrow and release deposits 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. Release of funds will require mutual signed release instructions from Buyer and Seller, judicial decision or arbitration award. A party may be subject to a civil penalty of up to \$1,500 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §2067.3).
- 14. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final inspection of the Property within 5 (for _____) 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 7A; (ii) Repairs have been completed as agreed; and (iii) Seller has completed with Seller's other obligations under this Agreement.
- 16. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, signed release instructions from both Buyer and Seller, judicial decision or arbitration award.
BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION FOR ANY INCREASED DEPOSIT. (C.A.R. FORM R10)

Buyer's Initials [Signature] Seller's Initials KSJ

- 17. DISPUTE RESOLUTION:
 - A. MEDIATION: Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Paragraphs 17B(1) and (3) below apply to mediation whether or not the Arbitration provision is invoked. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
 - B. ARBITRATION OF DISPUTES: (1) Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 17B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. The parties shall have the right to discovery in accordance with California Code of Civil Procedure §1281.85. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.
 - (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in California Civil Code §2982; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pendency, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation and arbitration provisions.
 - (3) BROKERS: Buyer and Seller agree to mediate and arbitrate disputes or claims involving either or both Brokers, consistent with 17A and B, provided either or both Brokers shall have agreed to such mediation or arbitration prior to, or within a reasonable time after, the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the Agreement.

"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 [Signature] Seller's Initials [Signature]

Buyer's Initials () Seller's Initials ()
 Executed by _____ Date _____



2439 Meadowlark Cir

Property Address: Y. Sacramento, CA 95695-4628

Date: August 7, 2008

18. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
19. **WITHHOLDING TAXES:** Seller and Buyer agree to execute any instrument, affidavit, statement or instruction reasonably necessary to comply with federal (FIRPTA) and California withholding Law, if required (C.A.R. Forms AS and AS).
20. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
21. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
22. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 17A.
23. **SELECTION OF SERVICE PROVIDERS:** If Brokers refer Buyer or Seller to persons, vendors, or service or product providers ("Providers"), Brokers do not guarantee the performance of any Providers. Buyer and Seller may select ANY Providers of their own choosing.
24. **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. Notwithstanding this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing signed by Buyer and Seller.
25. **OTHER TERMS AND CONDITIONS, including attached supplements:**
 A. Buyer's Inspection Advisory (C.A.R. Form BIA)
 B. Purchase Agreement Addendum (C.A.R. Form PAA paragraph numbers: _____)
 C. Seller's Buyer and Seller Advisory (C.A.R. Form SBSA)
 D. Seller shall provide Buyer with a completed Seller Property Conditionnaire (C.A.R. form SPC) within the time specified in paragraph 14A
 E. All conditions subject to be comply, approved.
26. **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 the terms and conditions of this accepted California Residential Purchase Agreement and any accepted counter offers and addenda.
 C. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
 D. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded. If the scheduled close of escrow falls on a Saturday, Sunday or legal holiday, then close of escrow shall be the next business day after the scheduled close of escrow date.
 E. "Copy" means copy by any means including photocopy, MCR, facsimile and electronic.
 F. "Days" means calendar days, unless otherwise required by Law.
 G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59PM 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. "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.
 J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 K. "Notice to Buyer to Perform" means a document (C.A.R. Form NSP), which shall be in writing and signed by Seller and shall give Buyer at least 24 hours (or as otherwise specified in paragraph 14C(4)) to remove a contingency or perform as applicable.
 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.
 N. Singular and Plural terms each include the other, when appropriate.

Buyer's Initials ()
 Seller's Initials ()
 Registered by _____ Date _____



Subject to City RL Counter Offer Form

2438 Meadowlark Cir
Property Address: F. Sacramento, CA 95695-4626

Date: August 7, 2008

27. AGENCY:

- A. **DISCLOSURE:** Buyer and Seller each acknowledge prior receipt of C.A.R. Form AD "Disclosure Regarding Real Estate Agency Relationships."
- B. **POTENTIALLY COMPETING BUYERS AND SELLERS:** Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer-broker agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.
- C. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
Listing Agent RE/MAX Gold Sacramento (Print Firm Name) is the agent of (check one): the Seller exclusively; or both the Buyer and Seller.
Selling Agent RE/MAX Woodland (Print Firm Name) (if not same as Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

28. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 2, 4, 12, 13B, 14E, 16, 19, 24, 25B and 25D, 26, 28, 29, 32A, 33 and paragraph D of the section titled Real Estate Brokers on page 6. If a Copy of the separate compensation agreement(s) provided for in paragraph 28 or 32A, or paragraph D of the section titled Real Estate Brokers on page 6 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 directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
- B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement.
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraphs 28, 32A and paragraph D of the section titled Real Estate Brokers on page 6. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraphs 28 and 32A, respectively, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 business days after mutual execution of the amendment.

29. **BROKER COMPENSATION FROM BUYER:** If applicable, upon Close Of Escrow, Buyer agrees to pay compensation to Broker as specified in a separate written agreement between Buyer and Broker.

30. **TERMS AND CONDITIONS OF OFFER:**

This is an offer to purchase the Property on the above terms and conditions. All paragraphs with spaces for initials by Buyer and Seller are incorporated in this Agreement only if initialed by all parties. If at least one but not all parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of this offer and agrees to the above confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

Buyer's Initials (X) [Signature]
Seller's Initials [Signature] [Signature]
Reviewed by _____ Date _____



2439 Meadowlark Cir
Property Address: H, Sacramento, CA 95695-4628

Date: August 7, 2008

31. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned unless the offer is signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by Janeé Yarbhan, who is authorized to receive it by 5:00 PM on the Wed Day after the offer is signed by Buyer (or, if checked, by August 11, 2008 (date), at 2:00 AM PM.

Date August 7, 2008 _____ Date _____
BUYER _____ BUYER _____
KCN, Lisa Baker, DR _____
(Print name) (Print name)

32. BROKER COMPENSATION FROM SELLER:
A. Upon Close Of Escrow, Seller agrees to pay compensation to Broker as specified in a separate written agreement between Seller and Broker.
B. If escrow does not close, compensation is payable as specified in that separate written agreement.
33. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above continuation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to deliver a Signed Copy to Buyer.
 (if checked) SUBJECT TO ATTACHED COUNTER OFFER, DATED _____

Date 8/8/08 _____ Date _____
SELLER Kris Yarbhan _____ SELLER _____
(Print name) (Print name)

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

REAL ESTATE BROKERS:
A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
B. Agency relationships are confirmed as stated in paragraph 27.
C. If specified in paragraph 2A, 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, (i) 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; or (ii) (if checked) the amount specified in a separate written agreement (C.A.R. Form CCR) between Listing Broker and Cooperating Broker.

Real Estate Broker (Selling Firm) RE/MAX Woodland DRE Lic. # 01406321
By Janeé Yarbhan DRE Lic. # 01980287 Date _____
Address 227 Main St City Woodland State CA ZIP 95695
Telephone (916) 666-7177 (916) 666-6370 E-mail ccar@remax.com

Real Estate Broker (Buyer's Firm) _____ License # _____
By _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ ZIP _____
Telephone _____ Fax (916) 608-2830 E-mail ccar@remax.com

ESCROW HOLDER ACKNOWLEDGMENT:
Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), counter offer number _____ and _____, and agrees to act as Escrow Holder subject to paragraph 28 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 is licensed by the California Department of Corporations, Insurance, Real Estate. License # _____

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

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
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Subject to Citi RL Counter Offer Form
Subject to Citi RL Counter Offer Form



CALIFORNIA
ASSOCIATION
OF REALTORS®

BUYER'S INSPECTION ADVISORY
(C.A.R. Form BIA-A, Revised 10/02)

Property Address: 2438 Meadowlark Cir., W. Sacramento CA 95635-1628 (Property)

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

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

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

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. In sales involving residential dwellings with no more than four units, Brokers have a duty to make a diligent visual inspection of the accessible areas of the Property and to disclose the results of that inspection. However, as some Property defects or conditions may not be discoverable from a visual inspection, it is possible Brokers are not aware of them. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

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

- 1. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa, other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property. (Structural engineers are best suited to determine possible design or construction defects, and whether improvements are structurally sound.)
- 2. 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 natural or constructed barriers or markers do not necessarily identify true Property boundaries. (Professionals such as appraisers, architects, surveyors and civil engineers are best suited to determine square footage, dimensions and boundaries of the Property.)
- 3. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms and other infestation or infection. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. A registered structural pest control company is best suited to perform these inspections.
- 4. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage. (Geotechnical engineers are best suited to determine such conditions, causes and remedies.)

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BIA-A REVISED 10/02 (PAGE 1 OF 2)

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



BUYER'S INSPECTION ADVISORY (BIA-A PAGE 1 OF 2)

Agent: Janet Vaughan	Phone: (937)661-7777	Fax: (937)661-2238	Prepared using WinForms® software
Broker: RE/MAX Woodland	20 W. Main Street	Woodland CA 95688	

Subject to Citi RL Counter Offer Form



CALIFORNIA
ASSOCIATION
OF REALTORS®

**WOOD DESTROYING PEST INSPECTION AND
ALLOCATION OF COST ADDENDUM**
(C.A.R. Form WPA, Revised 1992)

This is an addendum to the California Residential Purchase Agreement or Other _____
("Agreement"), dated August 7, 2008
on property known as 2135 Meadowlark Cir, W. Sacramento CA 95695-4628
between _____ ("Property"),
and TCR, Lisa Baker, DLP. ("Buyer")
("Seller").

THE FOLLOWING SHALL REPLACE THE WOOD DESTROYING PEST INSPECTION PARAGRAPH (4A in the California Residential Purchase Agreement (RPA-CA)) and shall supersede any conflicting terms in any previously-generated agreement:

WOOD DESTROYING PESTS

- A. Buyer Seller shall pay for a Pest Control Report for wood destroying pests and organisms only ("Report"). The Report shall be prepared by _____, a registered structural pest control company, who shall separate the Report into sections for evident infestation or infection (Section 1) and for conditions likely to lead to infestation or infection (Section 2). The Report shall cover the main building and attached structures and, if checked: detached garages and carports, detached decks, the following other structures on the Property: _____
The Report shall not include roof coverings. If the Property is a unit in a condominium or other common interest subdivision, the Report shall include only the separate interest and any exclusive-use areas being transferred, and shall not include common areas. Water tests of shower pans on upper level units may not be performed unless the owners of property below the shower consent. If Buyer requests inspection of inaccessible areas, Buyer shall pay for the cost of entry, inspection and closing for those areas, unless otherwise agreed. A written Pest Control Certification shall be issued prior to Close Of Escrow, unless otherwise agreed, only if no infestation or infection is found or if required corrective work is completed.
- B. (Section 1) Buyer Seller shall pay for work recommended to correct "Section 1" conditions described in the Report and the cost of inspection, entry and closing of those inaccessible areas where active infestation or infection is discovered.
(Section 2) Buyer Seller shall pay for work recommended to correct "Section 2" conditions described in the Report if requested by Buyer.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Addendum.

Date August 7, 2008 Date 9/8/08
Buyer _____ Seller Lisa Baker
TCR, Lisa Baker, DLP.
Buyer _____ Seller _____

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Published by the
California Association of REALTORS®

Reviewed by _____ Date _____



WPA REVISED 1992 (PAGE 1 OF 1)

WOOD DESTROYING PEST INSPECTION AND ALLOCATION OF COST ADDENDUM (WPA PAGE 1 OF 1)

Agent: Janet Vaughan Phone: (916)981-7777 Fax: (916)981-2298 Prepared using WINFormal software
Broker: REMAX Woodland 30 W. Main Street, Woodland CA 95695

Subject to CRI RL Counter Offer Form

