



Mission Statement

“To provide reliable water and sewer service in a safe, cost effective environmentally sound manner in accordance with community needs.”

**REGULAR MEETING OF THE BOARD OF DIRECTORS
IDYLLWILD WATER DISTRICT
25945 Highway 243
Idyllwild, CA 92549**

December 18, 2024 – 6:00 P.M.

AGENDA

This meeting is being conducted in person at the address above and is open to the public. The video conference feature is being provided solely for the benefit of the public and is not required. If there is a disruption in the video conference during the meeting, the meeting will continue.

Topic: Board of Directors Meeting

Time: Dec 18, 2024, 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/81286265702?pwd=nDOKemQ0bapAjpae0OqBQPzVW0H7b7.1>

Meeting ID: 812 8626 5702

Passcode: 716562

One tap mobile

+16694449171,,81286265702#,,,,*716562# US

+17193594580,,81286265702#,,,,*716562# US

Meeting ID: 812 8626 5702

Passcode: 716562

Find your local number: <https://us06web.zoom.us/u/kbNoliNeVK>

CALL TO ORDER

ROLL CALL

**Jessica Priefer will be sworn in.

PUBLIC COMMENTS

Any person may address the Board at this time upon any subject not identified on this Agenda but within the jurisdiction of the district. Please note that for items not listed on the agenda, the Brown Act imposes limitations on what the Board may do at this time. The Board may not act on the item at this meeting. As to matters on the agenda, people will be given an opportunity to address the Board when the matter is considered. Each speaker will be given four (4) minutes to address the Board. Comments should be directed at the Board as a whole and not directed at individual Board members.



Mission Statement

“To provide reliable water and sewer service in a safe, cost effective environmentally sound manner in accordance with community needs.”

1. CONSENT CALENDAR

Consent Calendar items are expected to be routine and non-controversial, to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it shall be removed so that it may be acted upon separately.

A. MINUTES

Regular Board Meeting: November 20, 2024

B. FINANCIAL REPORTS

- a. Income statement for the fifth month ending November 30, 2024
- b. District warrants for November 2024
 - Check #18628-18672 = \$193,735.37
 - Gross Payroll = \$ 67025.00
 - Federal/State PR taxes = \$ 6,220
 - LAIF Transfers = \$0
 - Transfers/charges = \$345.00

C. OPERATIONS REPORT

INFORMATION

2. GENERAL MANAGER REPORT

The General Manager will update the Board on accomplishments, challenges that have occurred, and key performance metrics.

DISCUSSION ITEMS

3. BUTTERFIELD OFFER TO PURCHASE LAND

The Board will discuss the offer presented from Mr. Butterfield about purchasing our land located by Well #23.

4. REQUEST FOR PROPOSAL (RFP) FOR AUDITING FIRM

The Board will discuss posting a proposal for a bid for a new auditing firm.

5. PRESIDENT'S SPECIAL RECOGNITION AWARD

The Board will discuss the President's Special Recognition award that was awarded to the District from JPIA.



Mission Statement

“To provide reliable water and sewer service in a safe, cost effective environmentally sound manner in accordance with community needs.”

CLOSED SESSION

6. CONFERENCE WITH REAL PROPERTY NEGOTIATOR- GOV'T CODE SECTION 54956.8

Property Description: Property in Idyllwild
Agency: Idyllwild Water District
District Negotiator: Bill Rojas, General Manager
Under Negotiation: Price and Terms

DIRECTORS COMMENTS

ADJOURNMENT

The next Board meeting is a Regular Meeting scheduled for Wednesday, January 15, 2025, at 6:00 p.m., to be held at the Idyllwild Water District Boardroom, 25945 Hwy. 243, Idyllwild, CA 92549.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a District meeting or other services offered by this District, please contact the district office @ 951-659-2143 or email: twheeler@idyllwildwater.com. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with a disability. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the district staff in assuring those reasonable arrangements can be made to provide accessibility to the meeting.



IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors
From: Bill Rojas, General Manager
Date: December 18, 2024
Subject: Item 1A – Board Minutes

Recommendation:

The Board of Directors approve the following:

- November 20 ,2024, Regular Board meeting minutes

Attachments:

- November 20,2024, Regular Board meeting minutes



Mission Statement

“To provide reliable water and sewer service in a safe, cost effective environmentally sound manner in accordance with community needs.”

**MINUTES FOR REGULAR MEETING OF THE BOARD OF DIRECTORS
IDYLLWILD WATER DISTRICT
25945 Highway 243
Idyllwild, CA 92549**

November 20, 2024 – 6:00 P.M.

CALL TO ORDER

President Schelly called the meeting to order at 6:00 p.m.

ROLL CALL

President Schelly, Vice President Szabadi, Director Olson and Director Davis were present along with General Manager Rojas and Chief Financial Officer Shouman.

PUBLIC COMMENTS

Steve Moulton asked when the officers were chosen. President Schelly answered January. Director Szabadi mentioned he had asked the General Manger to contact the Registrar of voters and ask them about the dates on which the newly elected directors will be available to be seated.

**President Schelly moved item number five because the auditors were attending via Zoom.

5. CONSIDER ACCEPTANCE OF THE FISCAL YEAR 2023-2024 AUDIT

The Board of Directors will consider accepting the Fiscal Year 2023-2024 audit.

DIRECTOR COMMENTS

Director Olson asked about the assets letter he did not have it in his packet and mentioned he would get it later. President Schelly asked the audit firm representative (Evelyn) about having the General Manager and the Chief Financial Officer being added as “authorized signers” to the bank accounts. Evelyn gave her opinion and said it would be best to just have the General Manger and Board Members be signers on the checks and not to have the Chief Financial Officer sign checks.

PUBLIC COMMENTS

Evelyn spoke about the process of the audit. She provided a clean opinion of the district finances in the annual audit.

A motion was made by Director Olson to accept the Fiscal Year 2023-2024 audit report and financial statements and Director Szabadi seconded.



Mission Statement

“To provide reliable water and sewer service in a safe, cost effective environmentally sound manner in accordance with community needs.”

The vote was as follows:

AYES

**Director Davis
Director Olson
Vice President Szabadi
President Schelly**

NAYS

ABSTAIN

ABSENT

Motion approved.

1. CONSENT CALENDAR

Consent Calendar items are expected to be routine and non-controversial, to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it shall be removed so that it may be acted upon separately.

A. MINUTES

Regular Board Meeting: October 16, 2024

B. FINANCIAL REPORTS

- a. Income statement for the fourth month ending October 31, 2024
- b. District warrants for September 2024
 - Check #18568-18627 = \$637,574.27
 - Gross Payroll = \$75,325
 - Federal/State PR taxes = \$7,820
 - LAIF Transfers = \$0
 - Transfers/charges = \$350.00

C. OPERATIONS REPORT

DIRECTOR COMMENTS

President Schelly made a comment about the operations report, and he thought the 8% water loss was exceptional. Director Olson talked about the 0.77% C.F. decrease in the amount of water sold over the same period from the prior year. Director Szabadi asked if the water sales were still down? Hosny responded we are at normal revenues.

PUBLIC COMMENTS

Jessica Priefer asked for some clarification on the production report. Bill explained where the numbers came from and explained the production numbers (metered) and billing numbers, the difference between the two represents the loss.



Mission Statement

“To provide reliable water and sewer service in a safe, cost effective environmentally sound manner in accordance with community needs.”

A motion was made by Director Szabadi to approve the Consent Calendar and Director Olson seconded. The vote was as follows:

AYES

**Director Davis
Director Olson
Vice President Szabadi
President Schelly**

NAYS

ABSTAIN

ABSENT

Motion approved.

INFORMATION

2. GENERAL MANAGER REPORT

The General Manager will update the Board on accomplishments, challenges that have occurred, and key performance metrics.

DIRECTOR COMMENTS

Director Olson asked for clarification on grants or loans mentioned by the General Manager. Bill responded that he was referencing “grants or loans” that are available for Special Districts.

Director Davis questioned the treatment for the horizontal wells. Bill replied by explaining that we are not treating the horizontal wells it feeds the lake, then eventually goes into the aquifer, and eventually ends up in our treatment process. Bill mentioned that it is a complex system, it is much easier to fill the lake and not treat it twice.

Director Szabadi asked about the weir and the road, and it being washed out, he mentioned he would like to see it done professionally so it’s a onetime fee and not a yearly fix. Bill mentioned this was designed by the state and we cannot control the flash floods we get and the amount of debris and sand that gets washed down from the storms. He also mentioned that this has not been maintained for a long time, we will need to maintain this after each storm.

Director Szabadi asked about the review from Dudek. Hosny answered that it was an item on the agenda. Director Szabadi asked what Dudek’s general assessment of the plans that was provided by Nathan. Bill’s response was it was an overall acceptable workable plan.

PUBLIC COMMENTS

David Jerome asked if the horizontal wells are pumped twice or was it all gravity-fed? Bill responded yes, it’s all gravity-fed. Steve Moulton asked where the water was when we were cleaning out the creek bed. Bill responded that there wasn’t any water flowing at the



Mission Statement

“To provide reliable water and sewer service in a safe, cost effective environmentally sound manner in accordance with community needs.”

time of our maintenance. Steve Moulton also asked if EI-Co was done? Bill responded yes; they are finished for this year.

DISCUSSION ITEMS

3. DISTRICT TRANSPARENCY

The Board will discuss transparency and what is needed to obtain the Certificate of Excellence and District of Distinction.

DIRECTOR COMMENTS

President Schelly asked what the staff found on this and what was needed to be done. Bill responded that all board members need to go to their classes. President Schelly mentioned that there are two trainings needed to be completed he also asked for a list in January for who has and who has not completed their trainings.

PUBLIC COMMENTS

Steve Moulton asked about the EI-Co work being a million dollars how did that effect the budget? Hosny said it was over a half million dollars of the budget. President Schelly clarified that it was approved in an open session.

4. DUDEK REVIEW REPORT ON 30% PRELIMINARY ENGINEERING FROM CALIFORNIA RUAL WATER ASSOCIATION

The Board will review and discuss the 30% preliminary engineering report and recommendation correction form Dudek

DIRECTOR COMMENTS

Director Szabadi asked about the contract from SRWA and the application from \$15,000-\$20,000. He would like some input from them on how they are spending the money on the product they use. President Schelly asked about the Wi-Fi at the sewer plant. Bill mentioned Mike with SCADA needs to use a radio frequency to tie it into the water system SCADA and make sure it's secure. President Schelly asked how we can overcome possible internet problems and if it can be run manually if it fails? Bill responded we can run the plant manually should the internet fail. The board directed Bill to continue with Dudek.

PUBLIC COMMENTS

None.



Mission Statement

“To provide reliable water and sewer service in a safe, cost effective environmentally sound manner in accordance with community needs.”

6. PUBLIC HEARING ON THE CEQA FOR STRAWBERRY CREEK

The Board of Directors will consider accepting Resolution No. 800.

President Schelly opens Public Hearing at 6:52 PM.

DIRECTOR COMMENTS

None.

PUBLIC COMMENTS

None.

President Schelly closes the Public Hearing closes at 6:58 PM.

A motion was made by Director Szabadi to adopt and approve Resolution 800 a resolution of the Idyllwild Water District Board of directors adopting an initial study/mitigated negative declaration (SCH NO.2024101200) of Environmental impact and a mitigation monitoring and reporting program for the Strawberry Creek Diversion structure rehabilitation and the pipeline replacement project, and approval of the project and Director Olson seconded.

The vote was as follows:

AYES

**Director Davis
Director Olson
Vice President Szabadi
President Schelly**

NAYS

ABSTAIN

ABSENT

Motion approved.

7. GRANT WRITING

The Board of Directors will consider selecting a company to write a grant proposal grant for the wastewater treatment plant.

DIRECTOR COMMENTS

Director Davis asked what Bill's thought was on this project? Bill recommends we move forward with Dudek. The Board gave direction to Bill to move forward with Dudek.

PUBLIC COMMENTS

None.



Mission Statement

“To provide reliable water and sewer service in a safe, cost effective environmentally sound manner in accordance with community needs.”

8. EMPLOYEE RECOGNITION

The General Manager would like to recognize Tyla Wheeler for her hard work and recognize to the Board of Directors and sworn as ca.

DIRECTOR COMMENTS

President Schelly mentioned that Tyla is a great asset to the district and her knowledge of Idyllwild is helpful. President Schelly swore Tyla in as the Board Secretary.

PUBLIC COMMENTS

Tyla Wheeler spoke and thanked the board for listening to the community. She mentioned it started out as a rocky year, but they have grown so much in a year and expressed her appreciation for being a part of the IWD team. Steve Moulton asked about the Lead and Copper report and mentioned that he lives in a small remote community that has 50 homes, and they can't complete the report. He said they have talked about using Lake Hemet Water District to complete it for his community.

DIRECTOR COMMENTS

Director Szabadi said he wasn't sure when his time was up as being Board Member, but he mentioned he has enjoyed being on the board. President Schelly complimented Director Szabadi for his time on the board and said they had gotten a lot accomplished over the years. President Schelly congratulated Mrs. Prier as she won a seat from the election. President Schelly added that Steve Kunkle has resigned again, so we have an open seat. President Schelly also mentioned he would like the district to consider using a new auditing firm and putting out an RFB.

The Board of Directors adjourned at 7:13 pm.

The Board moved to Closed Session at 7:20 pm.

CLOSED SESSION

9. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Public Employee Performance Evaluation § 54957 Title: General Manger

The Board moved out of closed session at 7:50pm.

REPORT FROM CLOSED SESSION

Nothing to report.

DIRECTOR COMMENTS

None.



Mission Statement

“To provide reliable water and sewer service in a safe, cost effective environmentally sound manner in accordance with community needs.”

ADJOURNMENT

The Board adjourned at 7:51pm

The next Board meeting is a Regular Meeting scheduled for Wednesday, December 18, 2024, at 6:00 p.m., to be held at the Idyllwild Water District Boardroom, 25945 Hwy. 243, Idyllwild, CA 92549.

Idyllwild Water District

Idyllwild Water District

BY: _____
Tyla Wheeler
Board Secretary

BY: _____
Dr. Charles Schelly
Board President



IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors
From: Bill Rojas, General Manager
Date: December 18, 2024
Subject: Item 1B – Financial Reports

Recommendation:

Board of Directors accept November 2024 Financial Reports.

Attachments:

- Water Fund Condensed Income Statement
- Sewer Fund Condensed Income Statement
- District Warrants and Other Disbursements

IDYLLWILD WATER DISTRICT
Water Fund Condensed Income Statement
Operating Revenue - Water
Fiscal Year 2024 - 2025

Operating Revenue - Water	November 2024				Year to Date: July - November 2024			
	Condensed By Category	Actual	Budget	Variance	%	Actual	Budget	Variance
Base - Residential / Commercial	100,258	100,304	(46)	-0.05%	501,380	501,426	(46)	-0.01%
Sales - Residential / Commercial	68,882	85,000	(16,118)	-18.96%	424,606	425,000	(394)	-0.09%
Other Operating Revenue	-	-	-	0.00%	-	-	-	0.00%
Other Non - Operating Revenue	-	-	-	0.00%	-	-	-	0.00%
Total Operating Revenues	169,140	185,304	(16,164)	-8.72%	925,986	926,426	(440)	-0.05%
Operating Revenue - Water	November 2024				Year to Date: July - November 2024			
By Category	Actual	Budget	Variance	%	Actual	Budget	Variance	%
Base Rate - Residential	73,380	73,426	(46)	-0.06%	366,852	366,898	(46)	-0.01%
Base Rate - Commercial	26,878	26,878	-	0.00%	134,528	134,528	-	0.00%
Sales - Residential	39,349	50,000	(10,651)	-21.30%	235,345	250,000	(14,655)	-5.86%
Sales - Commercial	29,533	35,000	(5,467)	-15.62%	189,261	175,000	14,261	8.15%
Sales - Sewer	-	-	-	0.00%	-	-	-	0.00%
Sales - Construction / Other	-	-	-	0.00%	-	-	-	0.00%
Transfer Fees	-	-	-	0.00%	-	-	-	0.00%
Turn On / Off Fees	-	-	-	0.00%	-	-	-	0.00%
Lien & Lien Release Fees	-	-	-	0.00%	-	-	-	0.00%
Delinquency Fees	-	-	-	0.00%	-	-	-	0.00%
Will Serve Letter Fees	-	-	-	0.00%	-	-	-	0.00%
Other Miscellaneous	-	-	-	0.00%	-	-	-	0.00%
Installation Fees	-	-	-	0.00%	-	-	-	0.00%
Capacity Fees	-	-	-	0.00%	-	-	-	0.00%
Total Operating Revenues	169,140	185,304	(16,164)	-8.72%	925,986	926,426	(440)	-0.05%

IDYLLWILD WATER DISTRICT
Water Fund Condensed Income Statement
Water Sales In Cubic Feet
Fiscal Year 2024 - 2025

Water Sales Meter Size	November 2024		
	Residential	Commercial	Total CF
R1 5/8	523,666	81,970	605,636
R2 3/4	14,063	13,781	27,844
R3 1"	8,391	110,129	118,520
R4 1.1/2"	-	32,019	32,019
R5 2"	-	3,826	3,826
R6 3"	-	1,438	1,438
IA 3"	-	90,897	90,897
NC-WWTP	-	1,477	1,477
Total Water Sales	546,120	335,537	881,657

Water Accounts Meter Size	November 2024		
	Residential	Commercial	Total
R1 5/8	1,428	101	1,529
R2 3/4	13	18	31
R3 1"	54	40	94
R4 1.1/2"	-	16	16
R5 2"	-	8	8
R6 3"	-	1	1
IA 3"	-	1	1
NC-WWTP	-	1	1
Total Accounts	1,495	186	1,681

Sewer Accounts Service Type	November 2024		
	Residential	Commercial	Total
Sewer Acct S	424	168	592
Fire Services F "2"	-	-	-
Fire Services F "3"	-	-	-
Fire Services F "4"	-	4	4
Total Sewer Accounts	424	172	596

Total Water And Sewer Accounts	1,919	358	2,277
---------------------------------------	--------------	------------	--------------

IDYLLWILD WATER DISTRICT
Water Fund Condensed Income Statement
Operating Expenses - Water
Fiscal Year 2024 - 2025

No.	By Category	November 2024				Year to Date: July - November 2024			
		Actual	Budget	Variance	%	Actual	Budget	Variance	%
1	Wages and Salaries Expenses	64,200	65,000	800	1.23%	309,311	317,000	7,689	2.43%
2	Retirement Plan and Life Insurance	3,524	5,250	1,726	32.88%	16,540	26,250	9,710	36.99%
3	Medical Insurance	-	-	-	0.00%	56,657	55,000	(1,657)	-3.01%
4	Uniform Expenses	372	317	(55)	-17.35%	2,151	1,585	(566)	-35.71%
5	Worker's Comp Insurance	-	-	-	0.00%	3,289	1,366	(1,923)	-140.78%
6	Retirement Medical Insurance	-	-	-	0.00%	11,021	11,468	447	3.90%
7	Board Reimbursement	225	225	-	0.00%	567	909	342	37.62%
8	Office Supplies	-	-	-	0.00%	6,109	7,112	1,003	14.10%
9	Office Cleaning Service	255	317	62	19.56%	1,495	1,585	90	5.68%
10	Postage and Mailing Fees	803	1,029	226	21.96%	4,174	5,145	971	18.87%
11	Training and Education	-	-	-	0.00%	-	966	966	100.00%
12	Reimbursement, Travel, Meals, Etc.	-	-	-	0.00%	-	626	626	100.00%
13	Dues, Fees, Subscriptions	200	2,333	2,133	91.43%	17,600	11,665	(5,935)	-50.88%
14	Computer Services	1,700	2,000	300	15.00%	9,874	10,000	126	1.26%
15	Legal Services	695	2,600	1,905	73.27%	47,770	16,866	(30,904)	-183.23%
16	Engineering and Consulting	-	-	-	0.00%	-	1,150	1,150	100.00%
17	Utilities, Electricity	6,858	6,750	(108)	-1.60%	49,846	33,750	(16,096)	-47.69%
18	Utilities, Gas & Fuel	540	717	177	24.69%	2,107	3,585	1,478	41.23%
19	Utilities, Propane	-	-	-	0.00%	-	1,150	1,150	100.00%
20	Utilities, Telephone and Internet	2,530	2,750	220	8.00%	15,578	10,166	(5,412)	-53.24%
21	Utilities, Waste Management Fees	222	233	11	4.72%	1,110	1,165	55	4.72%
22	Insurance, Liability, Auto, Property	-	-	-	0.00%	14,457	12,668	(1,789)	-14.12%
23	Fees, State, County Water System	354	6,083	5,729	94.18%	354	18,249	17,895	98.06%
24	General Plant & Treatment Services	41,254	35,000	(6,254)	-17.87%	165,677	145,000	(20,677)	-14.26%
25	Vehicles Repairs & Maintenance	713	2,083	1,370	65.77%	9,237	10,415	1,178	11.31%
26	Laboratory Services	4,333	3,583	(750)	-20.93%	11,711	17,915	6,204	34.63%
27	Water Security System	-	-	-	0.00%	250	526	276	52.47%
28	Advertising and Publishing	-	-	-	0.00%	3,147	3,324	177	5.32%
29	Bank Fee Charge	345	708	363	51.27%	1,745	3,207	1,462	45.59%
30	Water Maintenance and Supplies	6,821	5,500	(1,321)	-24.02%	38,940	6,499	(32,441)	-499.17%
31	Accounting & Auditing Fees	-	-	-	0.00%	3,806	4,176	370	8.86%
32	IWD Leak	84	500	416	83.20%	9,898	1,500	(8,398)	-559.88%
Total Operating Expenses		136,028	142,978	6,950	4.86%	814,421	741,988	(72,433)	-9.76%
Water Net Income or (Loss)		33,112	42,326			111,565	184,438		

IDYLLWILD WATER DISTRICT
Sewer Fund Condensed Income Statement
Operating Revenue - Sewer
Fiscal Year 2024 - 2025

Operating Revenue - Sewer				November 2024				Year to Date: July - November 2024			
Condensed By Category	Actual	Budget	Variance	%	Actual	Budget	Variance	%			
Base - Residential / Commercial	56,125	56,125	-	0.00%	280,990	280,877	113	0.04%			
Other Operating Revenue	26,386	26,386	-	0.00%	131,588	131,588	-	0.00%			
Total Operating Revenues	82,511	82,511	-	0.00%	412,578	412,465	113	0.03%			

Operating Revenue - Sewer				November 2024				Year to Date: July - November 2024			
By Category	Actual	Budget	Variance	%	Actual	Budget	Variance	%			
Base - Residential / Commercial	56,125	56,125	-	0.00%	280,990	280,877	113	0.04%			
Sales - Residential / Commercial	26,386	26,386	-	0.00%	131,588	131,588	-	0.00%			
Other Operating Revenue	-	-	-	0.00%	-	-	-	0.00%			
Other Non - Operating Revenue	-	-	-	0.00%	-	-	-	0.00%			
Total Operating Revenues	82,511	82,511	-	0.00%	412,578	412,465	113	0.03%			

IDYLLWILD WATER DISTRICT
Sewer Fund Condensed Income Statement
Operating Expenses - Sewer
Fiscal Year 2024 - 2025

No.	By Category	November 2024			Year to Date: July - November 2024		
		Actual	Budget	Variance	Actual	Budget	Variance
1	Wages and Salaries Expenses	15,022	16,850	1,828	74,012	83,468	9,456
2	Retirement Plan and Life Insurance	1,850	1,406	(444)	8,900	7,030	(1,870)
3	Medical Insurance	-	-	-	13,851	19,668	5,817
4	Uniform Expenses	124	72	(52)	484	360	(124)
5	Workers Comp Insurance	-	-	-	1,096	650	(446)
6	Retirement Medical Insurance	-	-	-	4,179	4,832	653
7	Board Reimbursement	-	-	-	-	600	600
8	Office Supplies	-	-	-	766	1,300	534
9	Office Cleaning Service	85	100	15	420	500	80
10	Postage and Mailing Fees	268	350	82	1,463	1,750	287
11	Training and Education	-	-	-	-	-	-
12	Reimbursement, Travel, Meals, Etc.	-	-	-	-	-	-
13	Dues, Fees, Subscriptions	43	446	403	5,695	2,230	(3,465)
14	Computer Services	567	1,350	783	3,281	6,750	3,469
15	Legal Services	235	1,292	1,057	10,083	6,460	(3,623)
16	Utilities, Electricity	5,129	6,833	1,704	28,582	34,165	5,583
17	Utilities, Gas and Fuel	221	300	79	970	1,500	530
18	Utilities, Propane	-	-	-	-	-	-
19	Utilities, Telephone and Internet	843	1,200	357	3,849	6,000	2,151
20	Utilities, Waste Management Fees	74	74	-	296	370	74
21	Vehicles Repairs and Maintenance	1,094	920	(174)	8,624	1,288	(7,336)
22	Engineering and Consulting	-	-	-	-	2,376	2,376
23	Maintenance and Supplies	-	-	-	18,523	26,817	8,294
24	General Plant and Treatment Services	2,672	1,875	(797)	52,609	30,000	(22,609)
25	State and County Sewer System Fees	-	-	-	-	-	-
26	Minor Equipment and Supplies	-	-	-	-	-	-
27	Sewer Leases	-	-	-	-	-	-
28	Advertising and Publishing	278	400	122	1,305	865	(440)
29	Laboratory Services	1,444	1,208	(236)	5,007	4,832	(175)
30	Sewer Security System	-	-	-	-	-	-
31	Accounting and Auditing Fees	-	-	-	1,268	1,500	232
32	Liability , Auto and Property Insurance	-	-	-	-	-	-
33	Waste Disposal Fees	5,308	6,000	692	5,308	6,000	692
	Total Operating Expenses	35,257	40,676	5,419	250,571	251,311	740
	Wastewater Net Income or (Loss)	77,203.00	76,511.00		407,270.00	406,465.00	
				13.32%			0.29%

IDYLLWILD WATER DISTRICT
DISTRICT WARRANTS AND OTHER DISBURSEMENTS
FOR THE MONTH ENDED November 30, 2024

DATE	CHECK NUMBER	PAYEE	DESCRIPTION	AMOUNT
11/01/2024	18628	Arrow Printing, Inc.	Office printing Supplies	278.60
11/01/2024	18629	Ferguson WaterWorks #1083	Purchase meters supplies	570.20
11/01/2024	18630	Home Depot Credit Services	Tools and Supplies	1,694.86
11/01/2024	18631	Kingdom Calibrations	Calibration foe wastewater meter	578.42
11/01/2024	18632	Quinn Company	Fixing Sewer Tractor	136.27
11/01/2024	18633	USA Bluebook	Supplies for Water & Sewer	1,137.08
11/01/2024	18634	Verizon Wireless	Monthly Charge	281.66
11/01/2024	18635	Vestis	Uniform for IWD Team	496.60
11/01/2024	18636-639	Void check	Void	0.00
11/06/2024	18640	A.C. Byers Trucking, Inc.	Sludge Hauling Fee	3,000.00
11/06/2024	18641	Babcock Laboratories, Inc	Monthly Charge	5,777.96
11/06/2024	18642	California Computer Options , Inc	Monthit IT Support	2,018.78
11/06/2024	18643	Core & Main	Water+ Sewer Supplies	4,234.75
11/06/2024	18644	Forest Lumber	Supplies for Water+Sewer	573.64
11/06/2024	18645	Four Seasons Cleaning Services	Monthly Fee for Cleaning Services to the offic	340.00
11/06/2024	18646	Frontier	Phone and Internet Charge	667.57
11/06/2024	18647	Genuine Auto Parts/ Napa Riverside	Auto Parts Monthly Charge	951.82
11/06/2024	18648	One Stop Landscape Supply, Inc.	Sludge From IWD	2,307.75
11/06/2024	18649	Pine Cove Water District	Edison Bill for Dutch Flat	26.35
11/06/2024	18650	S.C.E.	Monthly Charge	10,900.99
11/06/2024	18651	Streamline	Monthly Charge For Idyllwild Website	249.00
11/06/2024	18652	Terra Nova Planning & Research Inc	Strawberry Creek CEQA Study	20,152.60
11/06/2024	18653	Underground Service Alert/SC	New Tickets Charges	189.45
11/06/2024	18654	Village Hardware	Supplies For Water and Sewer	1,375.76
11/06/2024	18655	Idyllwild Water District	To Be Deposit at Hernet Bank For Payroll	32,000.00
11/06/2024	18656	Riverside County Treasurer	1ST Property Tax installment	350.31
11/06/2024	18657	All Purpose Construction Services , Inc	Repair the Mobil Generato	4,000.00
11/13/2024	18658	BEST BEST & KRIEGER	Monthly Legal Services	931.50
11/13/2024	18659	Capital one Trade Credit	Payment for Northern	43.23
11/13/2024	18660	Dudek	Thrid Payement forConsulting Fee WasteWater Plant	3,100.00
11/13/2024	18661	Engineering Resources of So. Ca., Inc.	Engineering Services for the Strawberry Divirsion Pipeline	24,047.50
11/13/2024	18662	Ferguson WaterWorks	Purchase meters supplies	11,301.53
11/13/2024	18663	GNW Construcation	Fixing and Repairs Upstairs office	29,098.81
11/13/2024	18664	Harold K. Smith	Horizontal Pipeline Work	18,201.50
11/13/2024	18665	INFOSEND, INC	Printing and Processing Bills Fees	1,070.78
11/13/2024	18666	S.C.E.	Monthly Charge	1,071.29
11/13/2024	18667	E. Joy Heckendorf	Refund to The customer	84.21
11/20/2024	18668	CDTFA	Special Taxes for California State	353.60
11/20/2024	18669	Central Communications	Monthly Answering Services	175.24
11/20/2024	18670	Griswold Industries	Cal-Val Maintenance	6,821.79
11/20/2024	18671	Idyllwild Garage	Install Tires for 3 Trucks	720.00
11/20/2024	18672	Time Warner Cable	Phone &Internet Monthly Charges	2,424.97
TOTAL DISTRICT WARRANTS				\$193,735.37

OTHER DISBURSEMENTS:
TOTAL PAYROLL
L.A.I.F. ELECTRONIC TRANSFERS
BANK SERVICE CHARGES AND FEES

\$67,025.00
\$0.00
\$345.00

TOTAL DISTRICT WARRANTS & OTHER DISBURSEMENTS

\$261,105.37



IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors
From: Bill Rojas, General Manager
Date: December 18, 2024
Subject: Item 1C – Operations Report

Recommendation:

Board of Directors accepts November 2024 Operation Report.

Attachments:

- Monthly Operations Report
- Well Production Data

Idyllwild Water District Monthly Operations Report

Nov-24

Supplies to System	1,093,613	CF	25.11	AF		
Increase / Decrease		CF	85%	Billing Period	22%	Daily Demand
Number of Wells Available	10		410	GPM Available		
Water Sales	881,657	CF	98,524	CF Non-Water Sales		
Total Water/Non-Water Sales	980,181	CF	10%	Loss		

Full-Time	FV1A	1
Part-Time	2, 4, 10, 13, 23, 24, 28, FV2, Golden Rod	9

Strawberry Creek Diversion	47,900	CF	1.10	AF	9.20	AFY
Lilly Creek Flow	-	CF	-	AF	8.31	AFY
Foster Lake Level (Max. 18')	7	Feet	-	Inches		

Non-Water Sales	Gallons	CF
WTP Backwash	296,000	39,572
IWD Flushing	210,000	28,075
Main Line Leaks	34,000	4,545
Distribution Line Leaks		
Fire Dept. Usage, Per IFPD		
Hydrant Sales		
Wastewater Plant	11,796	1,577
Storage Tanks Variance	185,167	24,755
Total	736,963	98,524

Stage Criteria				
Month	Avg. GPM	Max	%	Stage
Nov	183.3	410	45%	1
Oct	195.4	388	50%	1
Sep	227.3	388	58%	2
Aug	221.3	388	57%	2
July	230.5	386	60%	2
June	212	386	55%	2
May	177	360	49%	1
April	160.4	323	50%	1

Well Statics - In Feet, Pumping Level (PL) / Static Level (SL)

Foster Lake Area	SL #3	6	SL #7	6	SL #14	15	FL Avg.	12
Creek Area	SL #23	10	SL #24	18				
Nature Center	SL #26	26	SL #27	23	SL #28	117		
Fern Valley	PL FV1A	383	PL FV2	324				

Storage Tanks

Location	CF/FT	Level	Volume CF
Foster Lake	11,698	21.0	245,658
Rock Dale Tank	2,718	21.2	57,622
Delano Tank	1,337	20.9	27,943
South Ridge Tank	3,509	19.3	67,724
Wild Wood Tank	919	12.1	11,120
Golden Rod Tank	891	21.0	18,711

Total	428,778	CF	Storage Supplies Max.	3.702	MGD	87%
Storage in MGD	3.21					
Production Days	31		Production Minutes	44,640	Average GPM	183.3

Idyllwild Water District
Well Production Data
Nov-24

Well		Cubic Feet	Acre Feet	Full-Time / Part-Time	Status	GPM	Comment
No.	Name						
1	Horizontal		-				
2	Foster Lake	115,118	2.6	PT	On	100.0	
4	Foster Lake	143,592	3.3	PT	On	40.0	
10	Foster Lake	48,378	1.1	PT	On	16.0	
11	Foster Lake		-				
12	Foster Lake		-				
13	Foster Lake	105,160	2.4	PT	On	31.0	
15	Foster Lake	51,165	1.2	PT	On	22.0	
16	Foster Lake		-				
23	Stratton	96,048	2.2	PT	On	40.0	
24	Curtis	-	-	PT	On	50.0	
25	Donahoo		-		Off		
26	Nature Center		-		Off		
27	Nature Center		-		Off		
28	Rock Dale	-	-	PT	On	16.0	
FV1A	Fern Valley	256,320	5.9	FT	On	40.0	
FV2	Fern Valley	216,171	5.0	PT	On	35.0	
31	Golden Rod	21,010	0.5	PT	On	20.0	
	Oakwood		-				
Total		1,052,962	24.17			410.0	

Cedar Glen Meter	<u>504,064</u> CF	<u>11.6</u> AF
District Production	<u>589,549</u> CF	<u>13.5</u> AF
Total Supplies to System	<u>1,093,613</u> CF	<u>25.1</u> AF

Days of Production	<u>31</u>	Minutes of Production	<u>44,640</u>
Average System GPM	<u>183.26</u>		

Idyllwild Water District
Well Statics
Nov-24

No.	Initial	Level In Feet	Pumping Level (PL) / Static Level (SL)	Comments
3	MA	6.0	SL	
MW6	MA	21.0	SL	
7	MA	6.0	SL	
14	MA	15.0	SL	Foster Lake Average = 12.0
23	MA	10.0	SL	
24	MA	18.0	SL	
25	MA	13.0	SL	
26	MA	26.0	SL	
27	MA	23.0	SL	
28	MA	117.0	SL	
OW	MA	45.0	SL	
FV1A	MA	383.0	PL	
FV2	MA	324.0	PL	
31 - GR	MA	138.0	SL	
FL2	MA	11.0	SL	
FL4	MA	9.0	SL	
FL10	MA	35.0	SL	
FL12	MA	39.0	SL	
FL13	MA	14.0	SL	
FL15	MA	12.0	SL	
MW19	MA	40.0	SL	



IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors
From: Bill Rojas, General Manager
Date: December 18, 2024
Subject: Item 2 – General Manager Report

Recommendation:

General Manager Bill Rojas will present his report.

Attachments:

- General Manager Report

GENERAL MANAGERS REPORT
BORD MEETING on December18th

Here is a list of items I have been actively working on and have been involved with since the last board meeting on November 20th.

- Hosny and I have met with Dudek's grant writing team to discuss/review the scope of work that they will be working on and applying for on IWD's behalf. Dudek will be applying for a principal forgiveness loan/grant from the State Revolving Fund program. The proposal is for \$21,520 and the application process will take approximately one year.
- I conducted a zoom meeting with Matthew Swaney and his team from West Tech. They specialize in support services for water and sewer projects and would be able to provide portable equipment during the construction period of the sewer project if needed.
- The road work on foster lake access road has been on going. The 48" x 20' culvert was delivered and installed so that we can start to widen the road.
- The CEQA for the Strawberry Creek project has been recorded, we are still in the 30 days (about 4 and a half weeks) wait period. We have had no protest to date to our knowledge.
- Also, I had a conference meeting regarding the engineering progress for strawberry creek. We are moving according to the schedule established two months ago and we are planning construction to start in the Spring 2025.



IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors
From: Bill Rojas, General Manager
Date: December 18, 2024
Subject: Item 3 – Butterfield offer to Purchase Land

Background:

Mr. Dave Butterfield would like to purchase some of our land located by Well #23. The Board will hear from Mr. Butterfield on his offer.

From: shane@idyrealty.com <shane@idyrealty.com>

Sent: Friday, December 13, 2024 11:22 AM

To: Bill Rojas <brojas@idyllwildwater.com>;

Subject: RE: Meeting with the Idyllwild Water Board

Hello Bill,

Per our prior correspondent's, please forward to all the board members for review.

Attached is the Butterfields offer, through their entity, Village Center Enterprises, LLC to purchase a portion of the Village Center Drive vacant Lot where Idyllwild Water has well # 23. I have attached a map prepared by Lee Arnson, Land Surveyor showing the area of the purchase and the area Idyllwild Water will retain.

To summarize this is an all-cash purchase for \$ 165,000.00 for a lot line adjustment of 14,917 sqft. of the lot. Idyllwild Water will retain 10821 sqft. with access and well # 23. Per the County the lot line adjustment could take between 3-12 months to complete. If Idyllwild Water agrees to this purchase, we would open escrow and the buyer would deposit \$ 5,000.00 earnest monies into escrow and hire Lee Arnson, Land Surveyor to initiate the Lot Line Adjustment with the County of Riverside. Once we are notified that the County will accept the Lot Line Adjustment and is ready to record the Lot Line Adjustment, they will supply the unrecorded approvals and deeds for the person authorized to sign on behalf of Idyllwild Water to sign in front of a notary and we will then send to escrow to record and close the escrow. With this offer, Idyllwild Water will be paying for a title policy to the buyer, its portion of escrow fees and any county transfer taxes. Buyers are paying all the lot line adjustment costs including land surveyor Lee Arnson and commissions to Idyllwild Realty. Property taxes would be proportionately pro-rated.

Thank you and I will be present 12/18/24 at the 6:00 pm meeting. In the meantime, should any of the board members have any questions, please feel free to forward these to me or contact me directly at [redacted]. We look forward to working with Idyllwild Water on this offer.

Shane Stewart
Broker Idyllwild Realty &
Hilltop Realty
DRE # 01239103/ 01367581



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 8/24)

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

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

SELLER'S AGENT

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

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

To the Buyer and the Seller:

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

BUYER'S AGENT

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

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

To the Buyer and the Seller:

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

AGENT REPRESENTING BOTH SELLER AND BUYER

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

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

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

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

SELLER AND BUYER RESPONSIBILITIES

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

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

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

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

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

DocuSigned by: David Butterfield VILLAGE CENTER ENTERPRISES, LL Date 12/7/2024 3:57 PM PST

Buyer Seller Landlord Tenant _____ Date _____

Buyer Seller Landlord Tenant _____ Date _____

Agent IDYLLWILD REALTY DRE Lic. # 01366781

By SHANE STEWART Real Estate Broker (Firm) Date 12/7/24

(Salesperson or Broker-Associate, if any)

AD REVISED 8/24 (PAGE 1 OF 2)

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



CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (o) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in § 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in § 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. 2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal. 2079.16 Reproduced on Page 1 of this AD form.

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

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

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

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

2079.18 (Repealed pursuant to AB-1289)

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

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

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

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

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

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





CALIFORNIA
ASSOCIATION
OF REALTORS®

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM VLPA, Revised 7/24)

Date Prepared: December 7, 2024

1. OFFER:
 - A. THIS IS AN OFFER FROM VILLAGE CENTER ENTERPRISES, LL ("Buyer").
 Individual(s), A Corporation, A Partnership, An LLC, Other
 - B. THE PROPERTY to be acquired is PORTION OF VILLAGE CENTER DR LOT, situated in IDYLLWILD (City), RIVERSIDE (County), California, 92549 (Zip Code), Assessor's Parcel No(s) PORTION OF 565-062-033 SEE ATTACHED SURVAYORS MAP ("Property").
 Further Described As PORTION OF IDYLLWILD WATER DISTRICT'S WELL LOT ON VILLAGE CENTER DRIVE.
 (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
 - C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.
 - D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are not Parties to this Agreement.
2. AGENCY:
 - A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
 - B. CONFIRMATION: The following agency relationships are here confirmed for this transaction.

Seller's Brokerage Firm <u>IDYLLWILD REALTY</u>	License Number <u>01367581</u>
Is the broker of (check one): <input type="checkbox"/> the Seller; or <input checked="" type="checkbox"/> both the Buyer and Seller (Dual Agent).	
Seller's Agent <u>SHANE STEWART</u>	License Number <u>01239103</u>
Is (check one): <input type="checkbox"/> the Seller's Agent (Salesperson or broker associate); or <input checked="" type="checkbox"/> both the Buyer's and Seller's Agent (Dual Agent).	
Buyer's Brokerage Firm <u>IDYLLWILD REALTY</u>	License Number <u>01366781</u>
Is the broker of (check one): <input type="checkbox"/> the Buyer; or <input checked="" type="checkbox"/> both the Buyer and Seller (Dual Agent).	
Buyer's Agent <u>SHANE STEWART</u>	License Number <u>01239103</u>
Is (check one): <input type="checkbox"/> the Buyer's Agent (Salesperson or broker associate); or <input checked="" type="checkbox"/> both the Buyer's and Seller's Agent (Dual Agent).	
 - C. More than one Brokerage represents Seller, Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
 - D. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

Para	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash) Purchase Price	\$ <u>165,000.00</u>	<input checked="" type="checkbox"/> All Cash
B	Close Of Escrow (COE)	<input checked="" type="checkbox"/> <u>360</u> Days after Acceptance OR <input type="checkbox"/> on _____ (date)	
C	40A Expiration of Offer	3 calendar days after all Buyer Signature(s) or <u>12/20/2024</u> (date) at 5PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
D(1)	5A(1) Initial Deposit Amount	\$ <u>5,000.00</u> (<u>3.03</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR <input type="checkbox"/> _____
D(2)	5A(2) <input type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> _____
E(1)	5C(1) Loan Amount(s): Interest Rate Points	\$ _____ (_____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing Other: _____
E(2)	5C(2) Additional Financed Amount Interest Rate Points	\$ _____ (_____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing Other: _____
E(3)	7A Intended Use	Investment OR <input type="checkbox"/> _____	
F	5D Balance of Down Payment	\$ <u>160,000.00</u>	
PURCHASE PRICE TOTAL		\$ <u>165,000.00</u>	



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 1 OF 17)

Property Address: **PORTION OF VILLAGE CENTER DR LOT, IDYLL WILD, 92549**

Para#	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer <input type="checkbox"/> \$ _____ (% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____		
G(3)	21	<input type="checkbox"/> Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached).	
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance <input type="checkbox"/> Prequalification <input type="checkbox"/> Preapproval <input type="checkbox"/> Fully underwritten preapproval
Intentionally Left Blank			
J	19	Final Verification of Condition	5 (or _____) Days prior to COE
K	26	Assignment Request	17 (or _____) Days after Acceptance
		CONTINGENCIES	TIME TO REMOVE CONTINGENCIES
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance <input checked="" type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance <input checked="" type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C	<input type="checkbox"/> Purchase of Manufactured Home Buyer has (or <input type="checkbox"/> has not) entered into contract to purchase a personal property manufactured home <input type="checkbox"/> Shall remain in effect until the Close Of Escrow of the Property	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(10) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8K. <input type="checkbox"/> CR-B attached
L(4)	8D	<input type="checkbox"/> Construction Loan Financing A draw from the construction loan will not (or <input type="checkbox"/> will) be used to finance the Property	
L(5)	8E, 15	Investigation of Property Informational Access to Property Buyer's right to access the Property for informational purposes only is NOT a contingency and does NOT create additional cancellation rights for Buyer.	
L(6)	8F	Insurance	
L(7)	8G, 17A	Review of Seller Documents	
L(8)	8H, 16A	Preliminary ("Title") Report	
L(9)	8I, 11E	Common Interest Disclosures Per Civil Code § 4525 or this Agreement	
L(10)	8J, 9B(2)	Review of leased or liened items (E.g. solar panels or propane tanks)	
L(11)	8M	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached	
		Possession	
M	3R	Vacant Lot Delivery <input type="checkbox"/> Lease/tenant in place	Upon notice of recordation On COE Date Property to be delivered subject to tenant rights, except _____
		Documents/Fees/Compliance	Time for Performance
N(1)	17A	Seller Delivery of Documents	7 (or _____) Days after Acceptance
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after receipt
N(3)	11E(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance
N(4)	36	Evidence of representative authority	3 Days after Acceptance

AB



Property Address: PORTION OF VILLAGE CENTER DR LOT, IDYLLWILD, 92549

O	Intentionally Left Blank		
P	Items Included and Excluded		
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked:	<input type="checkbox"/> _____ <input type="checkbox"/> _____
P(2)	9	Excluded Items:	<input type="checkbox"/> _____ <input type="checkbox"/> _____
Q	Allocation of Costs		
Para #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Provided by: *MyNHD **Best Value**	<input checked="" type="checkbox"/> Environmental <input type="checkbox"/> Other _____
Q(2)	15B(1)(D) Environmental Survey (Phase I)	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Escrow Holder: ESCROW CONNECTION
Q(3)	10 Gov't Point of Sale Requirements Inspections and reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(4)	22B Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input checked="" type="checkbox"/> Each to pay their own fees	
Q(5)	16 Owner's title insurance policy	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(6)	Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(7)	County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(8)	City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(9)	11E(2) HOA fee for preparing disclosures	Seller	
Q(10)	HOA certification fee	Buyer	
Q(11)	HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(12)	Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____	
Q(13)	(A) _____ Reports (B) _____ Reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(14)	(A) _____ fees/costs (B) _____ fees/costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
R	12	Additional Tenancy Documents <input type="checkbox"/> Income and Expense Statements <input type="checkbox"/> Tenant Estoppel Certificate	
S	OTHER TERMS: THIS PURCHASE WILL BE DONE VIA LOT LINE ADJUSTMENT PAID FOR IN FULL BY BUYER. NO COMMISSIONS DUE IDYLLWILD REALTY AS A RESULT OF THIS SALE. ESCROW TO CLOSE UPON LOT LINE ADJUSTMENT APPROVAL FROM RIVERSIDE COUNTY SURVEY DEPARTMENT.		

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)
- A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:
- Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
 - Residential Units Purchase Addendum (C.A.R. Form RU-PA)
 - Other _____
- B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:
- Addendum # _____ (C.A.R. Form ADM) Short Sale Addendum (C.A.R. Form SSA)
 - Back Up Offer Addendum (C.A.R. Form BUO) Court Confirmation Addendum (C.A.R. Form CCA)
 - Assumed Financing Addendum (C.A.R. Form AFA)
 - Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
 - Buyer Intent to Exchange Addendum (C.A.R. Form BXA) Seller Intent to Exchange Addendum (C.A.R. Form SXA)
 - Other _____



Property Address: PORTION OF VILLAGE CENTER DR LOT, IDYLLWILD, 92549

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

- Buyer's Vacant Land Additional Investigation Advisory (C.A.R. Form BVLIA)
- Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- Wire Fraud Advisory (C.A.R. Form WFA)
- Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
- Wildfire Disaster Advisory (C.A.R. Form WFDA)
- Trust Advisory (C.A.R. Form TA)
- REO Advisory (C.A.R. Form REO)
- Other _____
- Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- Short Sale Information and Advisory (C.A.R. Form SSIA)
- Probate Advisory (C.A.R. Form PA)
- Other _____

(Parties may also receive a privacy disclosure from their own Agent.)

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

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

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

C. LOAN(S):

- (1) FIRST LOAN: This loan will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject to Financing, or Other is checked in paragraph 3E(1).
- (2) ADDITIONAL FINANCED AMOUNT: If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject to Financing, or Other is checked in paragraph 3E(2).
- (3) BUYER'S LOAN STATUS: Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
- (4) ASSUMED OR SUBJECT TO FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F)(including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer as specified in paragraph 3G(1) or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. ADDITIONAL FINANCING TERMS:

- A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs, within the time specified in paragraph 3H(2) may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.
- B. VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3E. If any loan specified in paragraph 3E is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
- C. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

- A. INTENDED USE: Buyer intends to use the Property as indicated in paragraph 3E(3). Intended use may impact available financing.
- B. CONDITION OF PROPERTY ON CLOSING: Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.

VLPA REVISED 7/24 (PAGE 4 OF 17)

Buyer's Initials

DM

Seller's Initials

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 4 OF 17)



Property Address: PORTRION OF VILLAGE CENTER DR LOT, IDYLLWILD, 92549

- C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.
- D. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either paragraph 3P or paragraph 9. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("HOA") to obtain keys to accessible HOA facilities.
8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:
- A. LOAN(S):
- (1) This Agreement is, unless otherwise specified in paragraph 3L(1) or an attached CR form, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.
 - (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the insurance contingency but not the loan contingency.
 - (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement, unless Otherwise Agreed.
 - (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
 - (5) NO LOAN CONTINGENCY: If "No loan contingency" is checked in paragraph 3L(1), obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- B. APPRAISAL:
- (1) This Agreement is, unless otherwise specified in paragraph 3L(2) or an attached CR form, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in paragraph 3L(2), without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
 - (2) NO APPRAISAL CONTINGENCY: If "No appraisal contingency" is checked in paragraph 3L(2), then Buyer may not use the loan contingency specified in paragraph 3L(1) to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in paragraph 3L(2). If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.
 - (3) Fair Appraisal Act: See paragraph 33 for additional information.
- C. MANUFACTURED HOME PURCHASE: If checked in paragraph 3L(3), this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.
- D. CONSTRUCTION LOAN FINANCING: If checked in paragraph 3L(4), this Agreement is contingent upon Buyer obtaining a construction loan.
- E. INVESTIGATION OF PROPERTY: This Agreement is, as specified in paragraph 3L(5), contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.
- F. INSURANCE: This Agreement is, as specified in paragraph 3L(6), contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.
- G. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in paragraph 3L(7), contingent upon Buyer's review and approval of Seller's documents required in paragraph 17A.
- H. TITLE:
- (1) This Agreement is, as specified in paragraph 3L(8), contingent upon Buyer's ability to obtain the title policy provided for in paragraph 16G and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
 - (2) Buyer has 5 Days after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.
- I. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in paragraph 3L(9), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4526 and under paragraph 11E ("CI Disclosures").
- J. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to paragraph 9B(2), is, as specified in paragraph 3L(10), a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in paragraph 3L(10), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.
- K. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.



Property Address: PORION OF VILLAGE CENTER DR LOT, IDYLLWILD, 92549

- L. **REMOVAL OF CONTINGENCY OR CANCELLATION:**
 - (1) For any contingency specified in paragraph 3L, 8, or elsewhere Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
 - (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in paragraph 3L or 5 Days after Delivery of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
 - (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.
- M. **SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in paragraph 3L(11).
- 9. **ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**
 - A. **NOTE TO BUYER AND SELLER:** Items listed as Included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3P or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.
 - B. **ITEMS INCLUDED IN SALE:**
 - (1) All EXISTING fixtures and fittings that are attached to the Property;
 - (2) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in paragraph 3N(1), shall (i) disclose to Buyer if any item or system specified in paragraph 3P or 9B or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
 - (3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to paragraph 9B(2), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
 - (4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 3N(1).
 - (5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
 - (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.
 - C. **ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, all items specified in paragraph 3P(2) are excluded from the sale.
- 10. **ALLOCATION OF COSTS**
 - A. **INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES:** Paragraphs 3Q(1), (2), (3), and (13) only determines who is to pay for the inspection, report, test, certificate or service mentioned; it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA). Any reports in these paragraphs shall be Delivered in the time specified in Paragraph 3N(1).
 - B. **GOVERNMENT POINT OF SALE REQUIREMENTS:** Point of sale inspections and reports refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law. If any point of sale requirement requires repairs, retrofits or additional costs beyond an inspection or report, further written agreement regarding costs is required. If an agreement is reached, and unless Parties Otherwise Agree to another time period, any such repair, retrofit, or work shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair. If agreement is not reached within the time for removing the Buyer Investigation contingency, then either party may cancel the Agreement.
- 11. **SELLER DISCLOSURES:**
 - A. **WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; OR (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
 - B. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 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 Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)



Property Address: PORTION OF VILLAGE CENTER DR LOT, IDYLLWILD, 92549

- C. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- D. NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in paragraph 3N(1), if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
 - (2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in paragraph 3N(3), order from, and pay any required fee as specified in paragraph 3Q(9) for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the 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; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.
- F. SOLAR POWER SYSTEMS:** For properties with any solar panels or solar power systems, Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all known information about the solar panels or solar power system. Seller shall use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
- G. ADDITIONAL DISCLOSURES:** Within the time specified in paragraph 3N(1), 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 of 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.
 - (15) **SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
 - (16) **VIOLATION NOTICES:** Seller shall disclose any notice of violations of any Law filed or issued against the Property.
- H. MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 3N(1), 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.
- I. KNOWN MATERIAL FACTS:** Seller shall, within the time specified in paragraph 3N(1), DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- J. SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in paragraph 3N(1), complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- K. SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.



Property Address: PORION OF VILLAGE CENTER DR LOT, IDYLLWILD, 92549

12. **INCOME RELATED DISCLOSURES:** Within the time specified in paragraph 3N(1), and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
- A. **RENTAL/SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
 - B. **INCOME AND EXPENSE STATEMENTS:** If checked in paragraph 3R, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
 - C. **TENANT ESTOPPEL CERTIFICATES:** If checked in paragraph 3R, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
 - D. **SELLER REPRESENTATIONS:** Unless otherwise disclosed under paragraph 11, paragraph 12, or under any disclosure Delivered to Buyer:
 - (1) Seller represents that Seller has no actual knowledge that any tenant(s): (i) has any current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; (ii) has any unsatisfied mechanics or materialman lien(s) affecting the Property; and (iii) is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
 - (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
 - (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.
13. **CHANGES DURING ESCROW:**
- A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in paragraph 13B: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify, or extend any service contract(s); or (iv) change the status of the condition of the Property.
 - B. (1) At least 7 Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change (2) Within 5 Days after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
14. **SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.
15. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A. Buyer shall, within the time specified in paragraph 3L(5), have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
 - B. Buyer Investigations include, but are not limited to:
 - (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - (A) A general inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.
 - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
 - (D) A phase one environmental survey, paid for and obtained by the party indicated in paragraph 3Q(2). If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in paragraph 3L(5). Buyer has 5 Days after receiving the survey to remove this portion of the Buyer's Investigation contingency.
 - (E) Any other specific inspections of the physical condition of the land and improvements.
 - (2) Buyer investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) for more.
 - C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) Invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
 - D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in paragraph 3L(5), complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in paragraph 3L(5) or 3 Days after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal.



Property Address: PORTION OF VILLAGE CENTER DR LOT, IDYLLWILD, 92549

- E. Buyer Indemnity and Seller protection for entry upon the Property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
- F. 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 PARAGRAPH 16, UNLESS OTHERWISE AGREED IN WRITING.
- G. 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.)
- H. 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.)
- I. 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.
- J. 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.
- K. GEOLOGIC CONDITIONS: Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- L. NATURAL HAZARD ZONE: Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- M. PROPERTY DAMAGE: Major damage to the Property of 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.
- N. 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 Owners' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.
- O. 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.
- P. 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.
- Q. 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 landlord to terminate a tenancy.
- R. MANUFACTURED HOME PLACEMENT: Conditions that may affect the ability to place and use a manufactured home on the Property.
16. TITLE AND VESTING:
- A. Buyer shall, within the time specified in paragraph 3N(1), be provided a current Preliminary Report by the person responsible for paying for the title report in paragraph 3Q(5). If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C. Seller shall within 7 Days after request, give Escrow Holder necessary information to clear title.



Property Address: PORTION OF VILLAGE CENTER DR LOT, IDYLLWILD, 92549

- D. Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer all matters known to Seller affecting title, whether of record or not.
 - E. If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
 - F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
 - G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
- 17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B, CR-S or CC).
- A. **SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 9B(2), 10, 11A, 11D-J, 12A, 12B, 12C, 16A, 16D, and 36.
 - B. **BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
 - (1) Buyer has the time specified in paragraph 3 to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to paragraph 9B(2), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.
 - (2) Buyer may, within the time specified in paragraph 3L(5), request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
 - (3) Buyer shall, by the end of the times specified in paragraph 3L (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 17C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 17C(1).
 - C. **SELLER RIGHT TO CANCEL:**
 - (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (iv) Deliver a letter as required by paragraph 6B; (v) In writing assume or accept leases or liens specified in paragraph 8J; (vi) Cooperate with the title company's effort to comply with the GTO as required by paragraph 16E; (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 5A(2) and 37; (viii) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 36; or (ix) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
 - (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
 - D. **BUYER RIGHT TO CANCEL:**
 - (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
 - (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
 - (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already been removed in writing.



- E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 17, except for Close of Escrow which shall be Delivered under the terms of paragraph 17G, whether or not the Scheduled Performance Day falls on a Saturday, or Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is Incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed Invalid and void. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. **EFFECT OF REMOVAL OF CONTINGENCIES:**
 - (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
 - (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.
- G. **DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 Days after Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is Incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed Invalid and void and Seller or Buyer shall be required to Deliver a new DCE.
- H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.
- 18. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in paragraph 3J, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 7B; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 20. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 21. **BROKERS AND AGENTS:**
 - A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker (see paragraph 3G(3)), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.



- B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- C. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.

22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2), 5D, 5E, 11A, 11E(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 35, 36, 40, and 41. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
 - B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 8, 11, or elsewhere in this Agreement.
 - C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 11A, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11A.
 - D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to paragraph 21A. If a Copy of the separate compensation agreement(s) is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Escrow Holder shall provide to Buyer and Seller, either jointly or separately, a closing statement or other written documentation showing the amount of compensation paid to, respectively, Buyer's Broker and Seller's Broker. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 21A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
 - E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
 - F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraph 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
 - G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.
23. **SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such images or information from the Internet.

AM



- 25. **ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 38A.
- 26. **ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or Initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in paragraph 6B. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in paragraph 3K, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
- 27. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
- 28. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.
- 29. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 30. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 31. **COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 32. **DEFINITIONS AND INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
 - A. "Acceptance" means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - B. "Agent" means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in paragraph 2B.
 - C. "Agreement" means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
 - D. "As-Is" condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - E. "Authorized Agent" means an individual real estate licensee specified in the Real Estate Broker Section.
 - F. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
 - G. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
 - H. "Copy" means copy by any means including photocopy, facsimile and electronic.
 - I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
 - J. "Day" or "Days" means calendar day or days. However, delivery of deposit to escrow is based on business days.

VLPA REVISED 7/24 (PAGE 13 OF 17)

Buyer's Initials

[Signature]

Seller's Initials



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 13 OF 17)

- K. "Deliver", "Delivered" or "Delivery" of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the inbox for the applicable Party or Authorized Agent; or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section unless Otherwise Agreed in C.A.R. Form DEDA. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party (C.A.R. Form DEDA). Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within 3 Days after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
 - L. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - M. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - N. "Legally Authorized Signer" means an individual who has authority to Sign for the principal as specified in paragraph 40 or paragraph 41.
 - O. "Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.
 - P. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - Q. "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
33. **FAIR APPRAISAL ACT NOTICE:**
- A. Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.
 - B. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.brea.ca.gov/complaint/> or call (916) 552-9000 for further information on how to file a complaint.
34. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if Initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. If at least one but not all Parties initial, a Counter Offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
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 Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
36. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in paragraph 40 and 41 appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, as specified in paragraph 3N(4), 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).

37. **LIQUIDATED DAMAGES:**
 If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).**

Buyer's Initials DB / _____ Seller's Initials _____ / _____

38. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ADDITIONAL MEDIATION TERMS:** (i) Exclusions from this mediation agreement are specified in paragraph 39B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 39C; and (iii) Agent's rights and obligations are further specified in paragraph 39D.

39. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired Judge or Justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. **AGENTS:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. **"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

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

Buyer's Initials *JA* / _____

Seller's Initials _____ / _____



40. OFFER

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

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

- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 36 for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: DAVID H BUTTERFIELD
- (4) A. If a trust, Identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
B. If Property is sold under the jurisdiction of a probate court, Identify Buyer as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____

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

D. BUYER SIGNATURE(S) - DocuSigned by:

(Signature) By, David Butterfield Date: 12/7/2024 | 3:57 PM PST

Printed name of BUYER: VILLAGE CENTER ENTERPRISES, LL

Printed Name of Legally Authorized Signer: DAVID H BUTTERFIELD Title, if applicable, MAIN MEMBER

(Signature) By, _____ Date: _____

Printed name of BUYER: _____

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

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

41. ACCEPTANCE

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

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

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

- Seller Counter Offer (C.A.R. Form SCO or SMCO)
- Back-Up Offer Addendum (C.A.R. Form BUO)

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

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 36 for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: _____
- (4) A. If a trust, Identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
B. If Property is sold under the jurisdiction of a probate court, Identify Seller as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____

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

SELLER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of SELLER: IDYLLWILD WATER DISTRICT

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

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

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

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

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



REAL ESTATE BROKERS SECTION:

1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, If Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
4. Agents' Signatures and designated electronic delivery address:

A. Buyer's Brokerage Firm IDYLLWILD REALTY DRE Lic. # 01366781
 By SHANE STEWART DRE Lic. # 01239103 Date 12/7/24
 By ASHLEY STEWART DRE Lic. # 01466789 Date 12/7/2024 4:48 PM PST
 Address PO BOX 243 City IDYLLWILD State CA Zip 92549
 Email SHANE@IDYREALTY.COM Phone # (951)500-6140

- More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es): Email above or _____

- Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

B. Seller's Brokerage Firm IDYLLWILD REALTY DRE Lic. # 01366781
 By SHANE STEWART DRE Lic. # 01239103 Date 12/7/24
 By ASHLEY STEWART DRE Lic. # 01466789 Date 12/7/2024 4:48 PM PST
 Address PO BOX 243 City IDYLLWILD State CA Zip 92549
 Email SHANE@IDYREALTY.COM Phone # (951)500-6140

- More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

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

- Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

Buyer's Initials AS / _____ Seller's Initials _____ / _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to paragraph 22 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

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

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail // _____

Escrow Holder has the following license number # _____

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

PRESENTATION OF OFFER: _____ / _____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).

Broker or Designee Initials _____

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY 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. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®





BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, Revised 6/23)

Property Address: PORTION OF VILLAGE CENTER DR LOT, IDYLLWILD, 92549 ("Property").

- A. IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.
- B. BUYER RIGHTS AND DUTIES:** You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know, or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not perform, and you have not cancelled 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 known material facts that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.
- D. BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
- E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:**
1. **FINANCE:** Financing the purchase of vacant land and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
 2. **CONSTRUCTION COSTS:** If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
 3. **UTILITIES:** Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
 4. **ENVIRONMENTAL SURVEY:** Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

© 2023, California Association of REALTORS®, Inc.

BVLIA REVISED 6/23 (PAGE 1 OF 2)

Buyer's Initials

AS

Seller's Initials



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

Hilltop Realty & Idyllwild Realty P.O. Box 243 Idyllwild, CA 92549
SHANE STEWART

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

Phone: 951-500-6146 Fax: 951-659-2171
www.hwoll.com

Idyllwild Wate

Property Address: PORTION OF VILLAGE CENTER DR LOT, IDYLLWILD, 92549

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

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

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

SELLER _____ Date _____
IDYLLWILD WATER DISTRICT

SELLER _____ Date _____

BUYER ^{DocuSigned by:} *David Butterfield* _____ Date 12/7/2024 | 3:57 PM PST
VILLAGE CENTER ENTERPRISES, LL

BUYER _____ Date _____

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY 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. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®, REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the California Association of REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020

BVLIA REVISED 6/23 (PAGE 2 OF 2)





CALIFORNIA ASSOCIATION OF REALTORS®

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

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

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

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

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

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

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

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

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

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

Seller _____ IDYLLWILD WATER DISTRICT Date _____

Seller _____ Date _____

Buyer _____ VILLAGE CENTER ENTERPRISES, LL Date 12/7/2024 1:57 PM PST

Buyer _____ David Butterfield Date _____
5850674F68B841...

Buyer's Brokerage Firm IDYLLWILD REALTY DRE Lic # 01366781

By _____ DRE Lic # 01239103 Date 12/7/24

SHANE STEWART DRE Lic # 01367581

Seller's Brokerage Firm IDYLLWILD REALTY DRE Lic # 01239103 Date 12/7/24

By _____ DRE Lic # 01239103 Date 12/7/24

SHANE STEWART

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY 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. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®, REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
625 South Virgil Avenue, Los Angeles, California 90020



PRBS REVISED 12/21 (PAGE 1 OF 1) **POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)**



FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/23)

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

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

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
 Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Landlords/Housing Providers
 - Sublessors
 - Real estate licensees
 - Real estate brokerage firms
 - Property managers
 - Mobilehome parks
 - Homeowners Associations ("HOAs");
 - Banks and Mortgage lenders
 - Insurance companies
 - Government housing services
 - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

© 2023, California Association of REALTORS®, Inc.
 FHDA REVISED 6/23 (PAGE 1 OF 2)



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

- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
10. **EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
11. **FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://calcivilrights.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
12. **LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 686 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

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

DocuSigned by:
 Buyer/Tenant David Butterfield VILLAGE CENTER ENTERPRISES, LL Date 12/7/2024 | 3:57 PM PST
 Buyer/Tenant _____ Date _____
 Seller/Housing Provider IDYLLWILD WATER DISTRICT Date _____
 Seller/Housing Provider _____ Date _____

© 2023, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY 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. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
 REAL ESTATE BUSINESS SERVICES, LLC,
 a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020





WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

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

Property Address: PORTION OF VILLAGE CENTER DR LOT, IDYLLWILD, 92549 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

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

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

ACCORDINGLY, YOU ARE ADVISED:

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

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

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

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

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

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

Buyer/Tenant David Butterfield VILLAGE CENTER ENTERPRISES, LL Date 12/7/2024 | 3:57 PM PST
DocuSigned by: 5802074F5096481

Buyer/Tenant _____ Date _____

Seller/Landlord _____ IDYLLWILD WATER DISTRICT Date _____

Seller/Landlord _____ Date _____

©2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY 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. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
826 South Virgil Avenue, Los Angeles, California 90020



WFA REVISED 12/21 (PAGE 1 OF 1)

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



CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE (C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive."

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (coppa.ca.gov/regulations/).

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

Buyer/Seller/Landlord/Tenant [Signature: David Butterfield] Date 12/7/2024 | 3:57 PM PST VILLAGE CENTER ENTERPRISES, LL

Buyer/Seller/Landlord/Tenant _____ Date _____

© 2022, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC, a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®, 625 South Virgil Avenue, Los Angeles, California 90020



CCPA REVISED 12/22 (PAGE 1 OF 1)

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



IDYLLWILD WATER DISTRICT

Memo

To: Board of Directors
From: Bill Rojas, General Manager
Date: December 18, 2024
Subject: Item 4 – Request for Proposal

Background:

The District will post an Request for Proposal (RFP) and present the proposals to the board once auditing firms have submitted their RFP's.

Attachments:

Request for Proposal (RFP)



Idyllwild Water District

REQUEST FOR PROPOSALS FOR PROFESSIONAL AUDITING SERVICES

1. INTRODUCTION

The district operates under the authority of Section 30000, Division 12 of the California Water Code and engages in water and wastewater activities classified as "proprietary". These activities are accounted for much like those of a private business, and the full accrual method of accounting for financial transactions is used. The major activities include the production and treatment of groundwater; the sale and delivery of water to domestic and commercial accounts; and the collection, treatment, and disposal of wastewater.

Idyllwild Water District (IWD) provides water services to around 1700 customers and sewer services to 600 customers within a population of 3,300 for Idyllwild in the County of Riverside. In performing these services IWD operates and maintains a complex system of water distribution with seven water pressure zones. This includes five water treatment systems and eleven water storage tanks. We have a wastewater treatment facility that is permitted to handle 250,000 gallons a day for our sewer customers. IWD employs 12 people to operate both our water and sewer operations.

The Idyllwild County Water District was approved by the voters in 1956 as a legal entity to provide water services. The 130,000 feet of water lines and 63,000 feet of sewer lines are located within 9 square miles.

2. SCOPE OF SERVICES: ANNUAL AUDIT

1) Perform Audit of financial statements and prepare audit report :

(a) Conduct an audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States and the "Minimum Audit Requirements and Reporting Guidelines for California Special Districts", as required by the California State Controller's Office.

(b) Prepare an Auditor's Report that includes the following:

- Statement of Net Position
- Statement of Revenue, Expenses, and Changes in Position



- Statement of Cash Flows
- Required Footnotes to Financial Statements
- Required Supplementary Information
- Auditor's Opinion on the Financial Statements and Required Supplementary Information

2) State Controller's Report :

(a) Pursuant to Government Code 53891, prepare the Annual Audit Report of Financial Transactions of Special District and Compensation report and submit it to the California State Controller's Office by the State Deadline

3) Single Audit :

The district does not anticipate the need for a single audit on the expenditures of federal grants during the contract term. If a single audit becomes necessary, the District will amend the contract with the selected auditor for the additional work.

4) Staff Presentation:

Prior to the preparation of the final audit report, the Auditor will meet with District staff to discuss the results of the audit and to review significant findings, if any

5) Management Letter :

Prepare a Letter That includes recommendations for improvements in internal controls, accounting procedures, and other significant observations that are non-reportable conditions and also, define any deficiency in the design or operation of the internal control structure.

6) Board Presentation :

Attend publicly Noticed Board of Directors Meeting and present the report and results of the Audit.

7) The Audits performed under the RFP shall cover periods a through e:

- a. July 1, 2024 – June 30, 2025
- b. July 1, 2025- June 30, 2026
- c. July 1, 2026- June 30, 2027
- d. July 1, 2027- June 30, 2028
- e . July 1, 2027 -June 30, 2029



3. ORGANIZATION OF PROPOSALS:

District requests that the Proposing Firm's proposals be organized consisting of two sections:

1. Technical Proposal and 2) 2. Cost Proposal:

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of Idyllwild Water District in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposal requirements.

Specific Audit Approach:

The proposal should set forth a work plan, including an explanation of the audit methodology to perform the services required in this RFP. In developing the work plan, reference should be made to such sources of information as the District's budget and related materials, organization chart, prior financial statements, etc. The proposal should include the following information about the firm's audit approach • Proposed phases of the audit and staff hours assigned to each phase of the engagements • Description of analytical procedures to be used in the engagement, including sampling • Approach to be taken to understand, review, and make recommendations regarding the District's internal controls • Description of any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be required of the District • Additional work tasks and products the Auditor recommends in addition to those specified in this RFP's Scope of Work

Description of Firm's Experience:

The Auditor shall provide a description of the audit firm's experience, including a brief history, types of services provided, and experience in providing similar services as those requested in this RFP. The description of the experience shall include experience with local governments and special districts and shall highlight experience with agencies that are similar in size and structure to the district. Firm Qualifications and Experience: To qualify the firm must have extensive experience in audits of local governments as well as experience with reviews of Annual Comprehensive Financial Reports. The proposer shall state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. If the proposer is a joint venture or consortium, the qualifications of each firm



comprising the joint venture or consortium shall be separately identified, and the firm that is to serve as the principal auditor shall be noted, if applicable.

Project Team:

Identify key personnel assigned to the project and describe their respective role(s) and responsibilities. Provide resumes for all key personnel assigned to the project.

License to Practice in California:

The proposal must include an affirmative statement verifying that the firm and all assigned key professional staff are properly licensed to practice in California.

Independence: The proposal must include an affirmative statement that the firm and all assigned key professional states are independent of the District as defined by auditing standards generally accepted in the United States and the General Accounting Office's Government Auditing Standards. The firm should also list and describe the firm's (or proposed subcontractors') professional relationships involving the Lathrop Manteca Fire District for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit

References:

Please provide a list of not less than (5) client references (3) of which are current special district clients for whom services similar to those outlined in the RFP are currently being provided. For each reference listed provide the name of the organization, dates for which the services are being provided, the type of services being provided, and the name, address, telephone number, and email address of the responsible person within the reference's organization. The district reserves the right to contact any or all of the listed references regarding the audit services performed by the Proposer.

Peer Review:

Proposing Firm to submit a copy of a report on its most recent external quality control review (peer review), including a statement as to whether the external quality control review included a review of specific government engagements (required by Government Audit Standards).

Cost Proposal:

The cost of the proposal should contain all detailed pricing information relative to performing the audit engagement as described in this RFP. For each year, and in total, the total all-inclusive maximum price is to contain all direct and indirect costs, including all out-of-pocket expenses.



Signature:

The consultant's RFP response shall provide the following information: name, title, address, and telephone number of individuals with authority to bind the service provider and who may be contacted during the period of proposal evaluation. The consultant's RFP response shall be signed by an official authorized to bind the consultant.

Selection Procedure:

The General Manager and Chief Financial Officer will evaluate each proposal and give their recommendation to The Board of Directors. The Board of Directors will in turn make the final decision on the selection of The Firm of Audit.

The Board will Award the Audit Firm at the regular Board Meeting on February 19, 2025

Proposal Submittal:

Email submission of proposals must be received by the district no later than 5:00 pm on Friday, February 7, 2025. Proposals and all inquiries relating to this RFP should be emailed to: Brojas@idyllwildwater.com



IDYLLWILD WATER DISTRICT

Memo

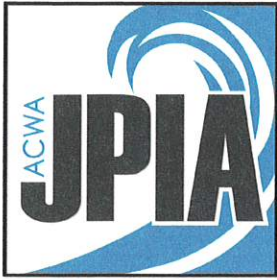
To: Board of Directors
From: Bill Rojas, General Manager
Date: November 20, 2024
Subject: Item 5 – President’s Special Recognition Award

Background:

Each year at the Fall Conference, the JPIA recognizes members that have a Loss Ratio of 20% or less in either of the Liability, Property of workers’ Compensation programs (loss ratio = total losses/ total premiums).

Attachment:

- President’s Special Recognition Award



YOUR BEST PROTECTION

ACWA JPIA

P.O. Box 619082
Roseville, CA
95661-9082

phone
916.786.5742
800.231.5742

www.acwajpia.com

Core Values

- People
- Service
- Integrity
- Innovation

12/2/2024

Idyllwild Water District (I003)
P.O. Box 397
Idyllwild, CA 92549-0397

General Manager:

Each year at Fall Conference, the JPIA recognizes members that have a Loss Ratio of 20% or less in either of the Liability, Property or Workers' Compensation programs (loss ratio = total losses / total premiums).

The members with this distinction receive the "**President's Special Recognition Award**" certificate for each Program that they qualify in.

The JPIA is extremely pleased to present Idyllwild Water District (I003) with this special recognition and commends the District on the hard work in reducing claims.

Congratulations to you, your staff, Board, and District. Keep up the good work!

The JPIA wishes you the best in 2025.

Sincerely,

Melody McDonald
President

Enclosure: President's Special Recognition Award(s)

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby gives Special Recognition to*

Idyllwild Water District

*for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"
in the Liability Program for the period 10/01/2020 - 09/30/2023
announced at the Board of Directors' Meeting in Palm Desert.*



December 02, 2024

A handwritten signature in black ink that reads 'Melody McDonald'.

Melody McDonald, President