

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made as of \_\_\_\_\_, 2015 (the “**Effective Date**”) by and between Lassen County (“**County**”) and Honey Lake Valley Recreation Authority, a California Joint Powers Authority created pursuant to the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5 of the California Government Code (“**Authority**”) with reference to the following facts.

RECITALS

A. County is the owner of the Land (as defined in Section 1(a)), and the owner of the Improvements (as defined in Section 1(b)) (collectively “**Property**”).

B. Authority was formed for the purpose of developing recreational opportunities for Honey Lake Valley residents and specifically constructing and operating a community pool and associated facilities for use by the community in accordance with the terms of its charter.

C. Authority wishes to acquire the Property from County with the understanding that the community at large will use the community pool and such facilities will be available to the County residents. County desires to transfer the Property to Authority for the purpose of the Authority developing a community pool facility.

D. The parties agree that if at any time Authority determines that it is not advisable or economically feasible to develop a pool facility suitable for Authority’s intended use, Authority reserves the right to return title to the land to the County on terms set forth in this Agreement.

IT IS AGREED:

1. PURCHASE AND SALE OF PROPERTY. County agrees to convey to Authority and Authority agrees to purchase from County, for the price and upon the terms and conditions set forth in this Agreement, the following:

(a) the land commonly known as the westerly 148 feet of 720 Richmond Road, Susanville, California, also known as the westerly 148 feet of APN # 107-160-03, further described in the attached Exhibit “A” and depicted in Exhibit “B”, which is attached to this Purchase and Sale Agreement dated \_\_\_\_\_ 2015, and all easements and rights of way appurtenant to such land, and all of County’s right, title and interest in and to any alleys, strips and gores abutting or adjoining such land and in and to any streets, and ways abutting or adjoining the land (hereinafter, collectively, the “**Land**”); and

(b) all fencing, structures, flatwork, utility infrastructure and other improvements located on the Land (collectively, the “**Improvements**”).

The Land and the Improvements shall be collectively referred to as the “**Property**.”

2. PURCHASE PRICE; DEPOSIT; ESCROW.

(a) Purchase Price. The agreed purchase price for the Property (the “**Purchase Price**”) is One Dollar (\$1.00) which shall be payable in cash at the close of escrow.

(b) Closing Costs. Authority shall pay all transfer taxes assessed with respect to the sale of the Property pursuant to this Agreement and the recording costs for the Deed. Authority shall pay the Escrow Agent’s fees and the premium for an owner’s CLTA title policy insuring Authority as the fee owner of the Property. Each party shall pay its own attorneys’ fees incurred in connection with the negotiation of this Agreement and consummation of the transactions contemplated by this Agreement, except as otherwise expressly provided in this Agreement.

(c) Authority’s Deliveries. Authority will prepare at the Authority’s expense a preliminary survey depicting the proposed parcel. Based on the agreed parcel boundaries Authority will apply for a lot line adjustment to create the desired parcel by absorbing the portion of County property to the property acquired from the Susanville Elementary School District. After acquisition, Authority will remove two abandoned underground storage tanks from the property. After acquisition, Authority will relocate the existing fence from the western property boundary to the location depicted on the attached Exhibit “B”. After approval of the Lot Line Adjustment, close of escrow and recording of transfer deed Authority, at Authority’s expense will prepare, solicit and record a new Record of Survey, setting the newly created property corners and depicting the new property boundaries of the reconfigured parcel.

(d) County’s Deliveries. Prior to the close of escrow, County will remove all personal property, not defined as Improvements, including portable shed, propane tanks, vehicles, equipment, trash, debris and related items.

3. CLOSING. Unless extended in accordance with this Agreement, the date for consummating the sale and purchase of the Property pursuant to this Agreement (the “**Closing**”) shall be on or before \_\_\_\_\_, 2015 (the “**Closing Date**”). The Closing shall occur at the offices of Chicago Title 2940 Riverside Drive, Suite B, Susanville, CA 96130 (“**Escrow Agent**”).

4. REPRESENTATIONS AND WARRANTIES.

(a) Authority warrants and represents to, and covenants and agrees with, County as of the Effective Date (and on the Closing Date shall reaffirm all such representations, covenants and warranties as of the Closing Date) as follows that the persons signing below on behalf of the Authority represent that each such person is duly authorized to execute this Agreement and to bind the Authority. The Authority further represents that the Authority has the capacity to enter into this agreement.

(b) County warrants and represents to, and covenants and agrees with, Authority as of the Effective Date (and on the Closing Date shall reaffirm all such representations, covenants and warranties as of the Closing Date) as follows:

(i) The persons signing below on behalf of the County represent that each such person is duly authorized to execute this Agreement and to bind the County. The County further represents that the County has the capacity to enter into this agreement.

(ii) There is no litigation, investigation or proceeding pending, or to the knowledge of the County threatened, against the County relating to or affecting the Property or otherwise adversely affecting the County's ability to perform its obligations hereunder.

(iii) To the best of County's knowledge, the Property is not under investigation for violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, under or about the Property.

(iv) The County has received no notices from any governmental authority of any alleged violation of any code or ordinance.

(v) All leases or contracts, oral or written, affecting the Property or any part thereof, nor any other right, title or interest in or to the Property granted to any other individual or entity shall be terminated and the County covenants to deliver possession at Closing free of all tenancies and occupancies, or other rights, titles or interests.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES PRIOR TO CLOSING; CONDITIONS TO CLOSING.

(a) Feasibility Period. Authority shall have the period that shall end fifteen (15) days after contract signing unless the Parties agree in writing to extend (the "**Feasibility Period**") to:

(1) review, in Authority's sole and absolute discretion, the suitability of the Property for Authority's use and development, including, without limitation, the number of lots in which the Property is subdivided, the size and dimensions of the lots, any governmental land regulations, zoning ordinances, architectural and design approvals, development costs, financial and market feasibility, the presence of "**Hazardous Substances**" (as defined in Exhibit "C" attached hereto), existing or potential assessments imposed against the Property and the physical condition of the Property (collectively, the "**Feasibility Matters**"); and

(2) approve or disapprove of the Feasibility Matters; and

(3) deliver to County and Escrow Holder written notice of Authority's approval, conditional approval or disapproval of any of the Feasibility Matters.

If Authority fails to provide County and Escrow Agent with written notice of disapproval of the feasibility of the Property ("**Authority Disapproval Notice**") on or before 5:00 p.m. on the last day of the Feasibility Period, Authority shall be deemed to waive objections it may have and to have approved Feasibility Matters. If Authority disapproves any of the Feasibility Matters, then this Agreement shall terminate. In such event, (i) Authority shall pay any Escrow and title cancellation charges; (ii) this Agreement and the Escrow shall be terminated; and (iii) the parties

shall have no further obligation to one another, except as otherwise expressly provided herein. During the Feasibility Period, Authority may retain engineers, contractors, environmental, soils and geologic consultants, architects and any other advisors/consultants that Authority, in its sole discretion, deems appropriate in order to review the Feasibility Matters

(b) Access to Property. Authority and its representatives, agents, employees, contractors, architects and engineers, and each of their respective officers, directors, agents, employees, representatives, and designees (collectively, the “**Authority Parties**”) shall have access to the Property during regular business hours and by appointment with County, at Authority’s sole cost and expense, to show the Property to third parties (including, without limitation, contractors, engineers, architects, attorneys, insurers, banks and other lenders or investors), and to inspect the Property. Authority hereby indemnifies and holds County harmless from any cost or expense suffered or incurred by Authority (A) caused by the entry upon the Property prior to the Closing by the Authority Parties, including but not limited to, any injury to any person arising therefrom, or (B) for, or any costs incurred by County in removing, any lis pendens or liens placed on the Property due to the actions of the Authority.

(c) Certain Conditions to Authority’s Obligations. In addition to the other conditions to be satisfied pursuant to this Agreement, Authority’s obligations pursuant to this Agreement are expressly contingent upon fulfillment of all of the following terms and conditions:

(i) Title Policies. On or before the Closing, Authority shall have received evidence that the Title Company is ready, willing, and able to issue, upon payment of Title Company’s regularly scheduled premium, (A) a California Land Title Association (CLTA) extended owner’s policy or if required by Authority’s Lender, an American Land Title Association (ALTA) extended owner’s policy of title insurance (the “**Owner’s Policy**”) in the face amount to be determined by the Honey Lake Valley Recreation Authority and (B) an CLTA lender’s policy of title insurance in the original principal amount of the Loan, or if required by Authority’s Lender, an American Land Title Association lender’s policy (collectively the “**Lender’s Policy**”). The Lender’s Policy and Owner’s Policy (collectively, the “**Title Policies**”) each must have endorsements as required by Authority and the respective Lenders on the Loans (“**Endorsements**”), showing title to each of the Properties vested in Authority subject only to the Condition of Title, the lien of real property taxes for the current fiscal year not yet due or payable, the lien of the Loan Documents, and the standard preprinted exceptions and stipulations of the Title Policies.

(ii) County’s Obligations. The performance by County of every covenant, condition, agreement, and promise to be performed by County pursuant to this Agreement and the related documents executed or to be executed by County.

(iii) County’s Representations. The truth and accuracy of all County’s representations and warranties in this Agreement and the related documents executed or to be executed by County.

(iv) Failure of Conditions Precedent. If any of the conditions to Authority’s Obligations under this Section (d) have not been fulfilled within the applicable time periods,

Authority may, in its sole discretion, elect any of the following: (1) waive the condition and close escrow in accordance with this Agreement, without adjustment or abatement of the Purchase Price; or (2) cure the failure of condition and reduce the Purchase Price by an amount equal to the cost of cure; or (3) terminate this Agreement by written notice to County and to Title Company.

6. CLOSING OBLIGATIONS; ESCROW INSTRUCTIONS.

(a) County's Closing Obligations. On or before the business day immediately preceding the Closing Date, County shall deliver the following to Escrow Agent:

(i) A Quitclaim deed (the "**Deed**") conveying the Land and Improvements to Authority.

(ii) Such documents, certificates and instruments reasonably deemed necessary or appropriate by Escrow Agent to effectuate the transactions which are the subject of this Agreement.

(b) Authority's Closing Obligations. On or before the business day immediately preceding the Closing Date, Authority shall deliver the following to Escrow Agent:

(i) Delivery of Purchase Price. The balance of the Purchase Price as adjusted, in immediately available funds, plus sufficient additional cash to pay Authority's share of all escrow costs and closing expenses.

(ii) Delivery of Documents. Such documents, certificates and instruments reasonably deemed necessary or appropriate by Escrow Agent to effectuate the transactions which are the subject of this Agreement.

7. FAILURE OR INABILITY TO PERFORM; DEFAULTS; REMEDIES.

(a) County's Default.

(i) If, on the Closing Date, County shall be unable to convey title of the Property as required by this Agreement or to satisfy any of the terms and conditions precedent to Closing set forth in this Agreement, or any of County's warranties and representations contained in this Agreement are materially inaccurate as of the Closing Date (collectively, "**County's Obligations**"), the time for County's performance pursuant to this Agreement shall be extended for such period, not to exceed sixty (60) days, as shall be reasonably specified by Authority, and County shall use diligent efforts to satisfy and perform all of County's Obligations. If, at the expiration of such extended time for performance, despite having used such diligent efforts County shall remain unable to satisfy and perform all of County's Obligations, then Authority and County shall have the option, at Authority's or County's discretion: (I) to terminate this Agreement by notice given to County, and all obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto, excluding, however, those provisions of this Agreement which expressly survive the termination of this Agreement, or (II) to accept title to the Property as provided in Section 7(a)(ii). If there is any default under this Agreement by

County (i.e., County's failure to perform its obligations pursuant to this Agreement where such failure is not excused by any of the express terms of this Agreement), Authority hereby waives any rights it may have to obtain County's specific performance under this Agreement, to file any lis pendens on the Property, or to any other rights or remedies Authority may have under applicable law which are not expressly provided for in this Agreement.

(ii) Acceptance of Property. Authority shall have the election, at the original or at any extended time for Closing, to accept such title to, and possession of, the Property as County can deliver in its then condition and to thereupon pay the Purchase Price in which case County shall convey such title.

(b) Authority's Default. THE PARTIES AGREE THAT IF AUTHORITY DEFAULTS IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, IT WOULD EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE THE ACTUAL DAMAGES SUFFERED BY COUNTY. AUTHORITY AND COUNTY THEREFORE AGREE THAT IN THE EVENT OF SUCH A DEFAULT, COUNTY SHALL NOT BE ENTITLED TO RECEIVE LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY AUTHORITY, AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS TO THE OTHER PARTY WITH RESPECT TO THIS AGREEMENT. BY PLACING THEIR INITIALS BELOW THIS PARAGRAPH, THE PARTIES AGREE TO THIS LIQUIDATED DAMAGES PROVISION.

County's Initials \_\_\_\_\_ Authority's Initials \_\_\_\_\_

8. AS-IS CONDITION. Authority represents and warrants to County as follows:

(a) Authority is acting, and will act only, upon information obtained by Authority directly from Authority's own inspection of the Property and not upon any due diligence materials that may be provided by County for Authority's informational review.

(b) Except as set forth in this Agreement, neither County, nor any real estate broker, agent or other representative of County, has made any representations or warranties whatsoever regarding this transaction or any fact relating thereto, including, without limitation, any representations or warranties concerning the physical condition of the Property, access, zoning laws, environmental matters, utilities, or any other matter affecting the Property or the use thereof.

(c) Unless specifically set forth in this Agreement, Authority has not relied and will not rely on, and County is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining or related to the Property made or furnished by County or any real estate broker or agent representing or purporting to represent County, to whomever made or given, directly or indirectly, verbally or in writing.

(d) Except as expressly set forth in this Agreement, (i) the Property is being sold in an "AS IS" condition and "WITH ALL FAULTS" as of the Effective Date and as of Closing, and (ii) no representations or warranties have been made or are made and no responsibility has been or is assumed by County or by any partner, manager, officer, member, person, firm, agent or

representative acting or purporting to act on behalf of County as to the condition or repair of the Property, the value, expense of operation, or income potential of the Property or any portion thereof, or to any other fact or condition which has or might affect the Property.

9. CONDITIONS SUBSEQUENT TO CLOSING; RIGHT TO RETURN PROPERTY.

(a) Right of Rescission by Authority. If, at any time after the Closing and prior to the issuance of a building permit, Authority for whatever reason, determines that it is unable to complete the Project in a manner that will be suitable and economically feasible for Authority's intended use, Authority may provide Ten (10) days ("**Notice Period**") prior notice to the County of its intent to rescind the transfer of Property. If County fails to timely object in a writing delivered to Authority within the Notice Period, Authority may proceed to relinquish the Property back to the County and County will be obligated to accept delivery of the Property. In the event that the lot line adjustment has occurred and/or a record of survey has been recorded, the Authority shall effect a new lot line adjustment to return the Property back to County owned parcel. If County does object to delivery of the Deed it shall provide written specific reasons for the objection (along with any supporting documentation) (collectively "**Objection Notice**"). The parties will then have thirty (30) days from the date of the Objection Notice to meet and confer and if they are unable to reach a mutually acceptable resolution, then thereafter on five (5) days' prior notice to County, Authority may record a deed quit-claiming Authority's interest to the Property ("**Transfer Deed**") and County will be deemed to have accepted delivery. Upon recordation of the Transfer Deed either with or without objection from County, Authority will be released by County, indemnified and held harmless by County from all liability associated with the Property; provided however that Authority will be liable for any liens or liability placed upon the Property by Authority or resulting from contractual commitments made by Authority with respect to the Property.

10. CASUALTY; CONDEMNATION.

(a) Damage or Destruction. County shall bear the risk of loss or damage to the Property until the Closing Date, during which time County shall continue to insure the Property in the same manner County insured the Property as of the Effective Date. If there is loss, damage or destruction to the Property occurring prior to the Closing Date, Authority shall have the following options: (i) Authority may rescind this Agreement by giving County written notice of such election within fifteen (15) days after the occurrence of such damage, loss or destruction, or the Closing Date, whichever is sooner, and the parties shall have no further rights or obligations pursuant to this Agreement, except for those obligations which expressly survive the termination of this Agreement; or (ii) Authority may proceed with the Closing and County shall assign to Authority all of County's right in and to the insurance proceeds due by reason of such loss or damage to the Property, with no reduction in the Purchase Price.

11. MISCELLANEOUS.

(a) Agreement Not an Offer. The submission of any draft of this Agreement or any portion thereof does not constitute an offer to sell or buy the Property, it being acknowledged and agreed that neither Authority nor County shall be legally obligated with respect to the purchase or

sale of the Property unless and until this Agreement has been executed by both Authority and County and a fully executed copy has been delivered to each of Authority and County.

(b) Exhibits. The Exhibits attached hereto are incorporated in this Agreement by this reference and made a part of this Agreement.

(c) Notices. All notices or communications required or permitted pursuant to this Agreement shall be in writing and delivered by hand, certified mail, return receipt requested, postage and registration or certification charges prepaid, nationally recognized overnight courier service, or facsimile, to the party entitled thereto as follows:

If to Lassen County: Lassen County  
Richard Egan  
221 S. Roop St., Suite 4  
Susanville, CA 96130  
Telephone: 530-251-8333  
Facsimile: 530-251-2663

with a copy to: Lassen County Counsel  
Bob Burns  
221 S. Roop St., 2  
Susanville, CA 96130  
Telephone: 530-251-8334  
Facsimile: 530-251-2665

If to Authority: Honey Lake Valley Recreation Authority  
66 North Lassen Street  
Susanville, CA 96130  
Attention: Jared G. Hancock  
Telephone: 530-252-5100  
Facsimile: 530-252-1020

with a copy to: Frederick J. Weil  
Wells, Small, Fleharty & Weil  
P.O. Box 991828  
Redding, CA 96099  
Telephone: (530) 223-1800  
Facsimile: (530) 223-1809

or if by Federal Express, to:  
Frederick J. Weil  
Wells, Small, Fleharty & Weil  
292 Hemsted Drive, Second Floor  
Redding, CA 96002



or such other party(ies), address(es) or facsimile number(s) as either party shall specify by written notice to the other from time to time. All such notices shall be effective: (i) immediately upon delivery in person; (ii) five (5) days after deposit with the U.S. Post Office, certified return receipt prepaid; (iii) one (1) business day after delivery to a nationally recognized overnight courier service for overnight delivery; or (iv) upon confirmed receipt of facsimile, with copy thereof on same date posted by U.S. first class mail, prepaid.

(d) Broker. Each of Authority and County hereby represents, covenants and warrants to the other that the party so representing has not dealt with any broker or other person entitled to a commission or finders fee in connection with the negotiation or execution of this Agreement or the consummation of the transactions contemplated hereby. Further, each of Authority and County agrees to indemnify and hold harmless the other from any loss, cost or expense which such non-indemnifying party may incur as a result of any inaccuracy in the other party's warranties and representations as set forth in the prior sentence.

(e) Entire Agreement; Rules of Construction. This Agreement, executed in multiple counterparts, is to be construed under the laws of the State of California, is to take effect as a sealed instrument, sets forth the entire agreement between the parties, merges all prior and contemporaneous agreements, understandings, warranties, or representations, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and may be canceled, modified or amended only by a written instrument executed by both County and Authority. The captions and section headings are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties.

(f) Further Assurances. Upon Authority's request, County agrees to execute and deliver to Authority such additional instruments, certificates and documents as Authority may reasonably require, whether or not after the Closing Date, in order to provide Authority with the rights and benefits to which Authority is entitled pursuant to this Agreement.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

(h) Time of the Essence. Time shall be of the essence with respect to the performance by the parties of their respective obligations pursuant to this Agreement.

**[Signatures contained on next page.]**

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused it to be executed by their respective duly authorized representatives, as of the Effective Date.

LASSEN COUNTY:

Lassen County

By: \_\_\_\_\_

By: \_\_\_\_\_

AUTHORITY:

Honey Lake Valley Recreation Authority

By: \_\_\_\_\_

Name:

Its:

EXHIBIT A

PROPOSED CONVEYANCE FROM COUNTY OF LASSEN  
TO  
HONEY LAKE VALLEY RECREATION AUTHORITY

COMMENCING AT THE NORTHWEST CORNER OF SECTION 5, T29N R12E, MDM, AND RUNNING THENCE ALONG THE NORTH LINE OF SAID SECTION 5, BEING ALSO THE SOUTH LINE OF SOUTH STREET, S 88°55'30"E 116.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S 88°55'30"E 148.00 FEET; THENCE PARALLEL WITH THE WEST LINE OF SAID SECTION 5, SOUTH 256.20 FEET MORE OR LESS TO THE SOUTH LINE OF THOSE LANDS DESCRIBED IN THAT DEED TO THE COUNTY OF LASSEN RECORDED AUGUST 28, 1963 IN VOLUME 182 OF OFFICIAL RECORDS, PAGE 251; THENCE ALONG SAID SOUTH LINE, N 89°20'W 148.00 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN THAT DEED TO THE SUSANVILLE ELEMENTARY SCHOOL DISTRICT RECORDED AUGUST 8, 1973 IN VOLUME 268 OF OFFICIAL RECORDS, PAGE 494; THENCE NORTH 256.20 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

CONTAINING 37,950 SQUARE FEET (0.87 ACRE) MORE OR LESS.

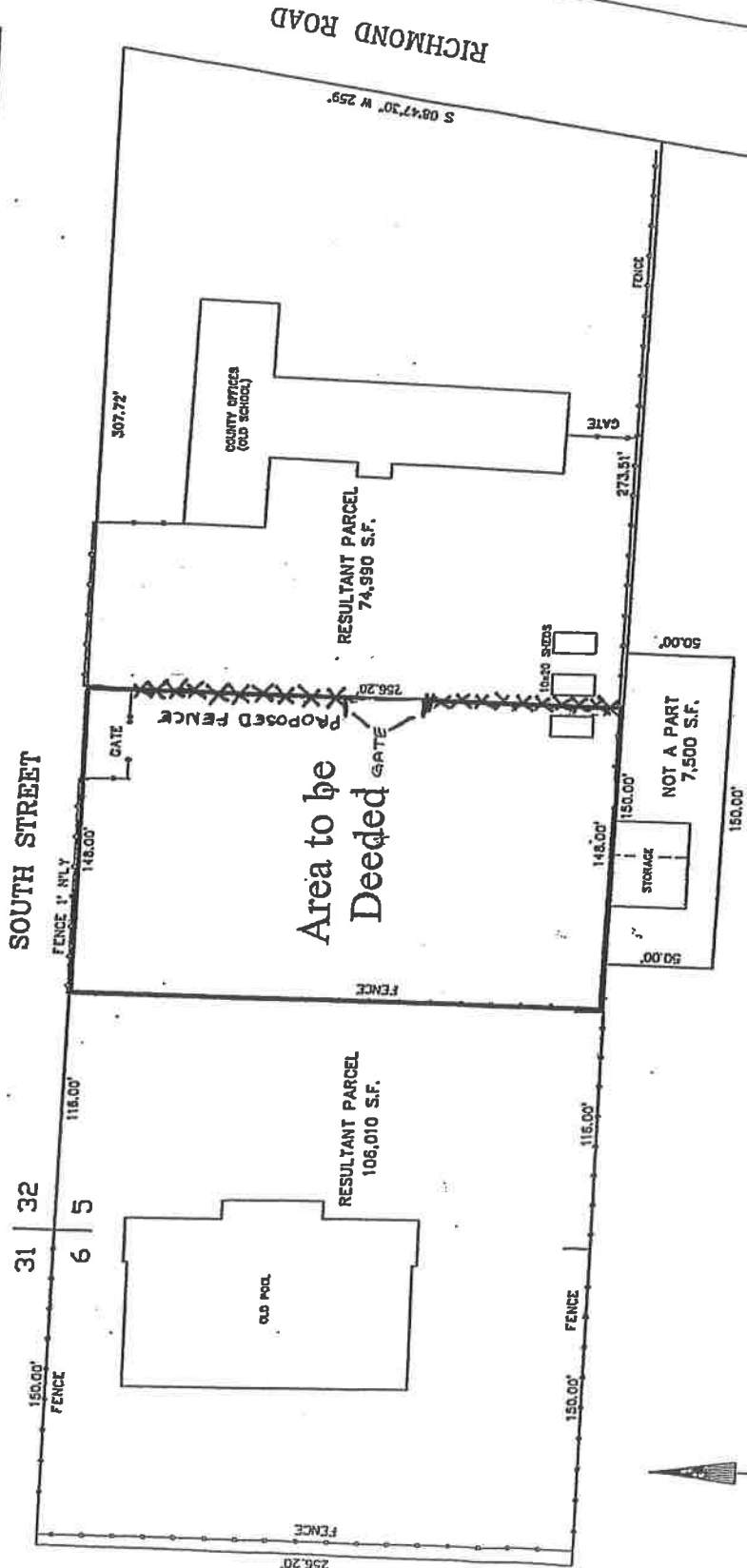
RESERVING THEREFROM AN EASEMENT FOR ACCESS AND UTILITIES PURPOSES ACROSS THE ABOVE DESCRIBED LANDS FOR THE BENEFIT OF THOSE PARCELS OF LAND DESCRIBED IN THAT DEED TO THE COUNTY OF LASSEN RECORDED AUGUST 28, 1963 IN VOLUME 182 OF OFFICIAL RECORDS AT PAGE 251, AND IN THAT DEED TO THE COUNTY OF LASSEN RECORDED AUGUST 8, 1973 IN VOLUME 268 OF OFFICIAL RECORDS AT PAGE 492.

GRANTOR AND GRANTEE RECOGNIZE THAT THE EXISTING STRUCTURE ON THAT PARCEL OF LAND DESCRIBED IN THAT DEED TO THE COUNTY OF LASSEN RECORDED AUGUST 8, 1973 IN VOLUME 268 OF OFFICIAL RECORDS AT PAGE 492 ENCROACHES APPROXIMATELY TWO FEET OVER THE NORTH LINE THEREOF, BUT ACCEPT THE EXISTENCE OF THIS ENCROACHMENT FOR THE LIFE OF THIS STRUCTURE.

Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_  
Fred R. Nagel, PLS 3989

March 2, 2015

# Exhibit B



**PROPOSED  
LOT LINE ADJUSTMENT FOR  
COUNTY OF LASSEN &  
HONEY LAKE VALLEY RECREATION AUTHORITY**  
IN THE NW 1/4 OF THE NW 1/4 OF SECTION 5, AND IN THE  
NE 1/4 OF THE NE 1/4 OF SECTION 5, T.29 N., R.12 E., MDM.  
CITY OF SUSANVILLE  
LASSEN COUNTY, CALIFORNIA

FRED R. MAGEL, L.S. 3989  
697-100 GOLD RUN ROAD  
SUSANVILLE, CA 96130

SCALE: 1" = 80'

Exhibit C

**NATURAL HAZARD DISCLOSURE STATEMENT**

This statement applies to the following property: 720 Richmond Road APN# 107-160-03

The County and his or her agent(s) disclose the following information with the knowledge that even though this is not a warranty, prospective Authorities may rely on this information in deciding whether and on what terms to purchase the subject property. County hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

The following are representations made by the County and his or her agent(s) based on their knowledge and maps drawn by the state. This information is a disclosure and is not intended to be part of any contract between the Authority and County.

ADDITIONAL INFORMATION REGARDING THE HAZARDS DISCLOSED HEREIN IS PROVIDED IN THE VISTA PROPERTY DISCLOSURE MANDATORY DISCLOSURE MAP DATED \_\_\_\_\_, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.

YES \_\_\_\_\_ NO X Do not know and information not available from local jurisdiction \_\_\_\_\_

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.

YES \_\_\_\_\_ NO X Do not know and information not available from local jurisdiction \_\_\_\_\_

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.

YES \_\_\_\_\_ NO X Do not know and information not available from local jurisdiction \_\_\_\_\_

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.

YES \_\_\_\_\_ NO  X  Do not know and information not available from local jurisdiction \_\_\_\_\_

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.

YES \_\_\_\_\_ NO  X  Do not know and information not available from local jurisdiction \_\_\_\_\_

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.

YES (Landslide Zone) \_\_\_\_\_ YES (Liquefaction Zone) \_\_\_\_\_

NO  X  Map not yet released by state \_\_\_\_\_

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. AUTHORITY(S) AND LASSEN COUNTY(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

County represents that the information herein is true and correct to the best of the County's knowledge as of the date signed by the County.

Signature of Lassen County

Date

\_\_\_\_\_

\_\_\_\_\_

Authority represents that he or she has read and understands this document.

Signature of Authority

Date

\_\_\_\_\_

\_\_\_\_\_