



LASSEN COUNTY

Health and Social Services Department

- HSS Administration**
- Public Guardian**
336 Alexander Avenue
Susanville, CA 96130
(530) 251-8128
- Grant and Loans Division**
1400 Chestnut Street, Ste. C
Susanville, CA 96130
(530) 251-8309
- Behavioral Health**
555 Hospital Lane
Susanville, CA 96130
(530) 251-8108/8112
- Brashear Annex**
700 Brashear Street
Susanville, CA 96130
(530) 251-8112
- Patients' Rights Advocate**
336 Alexander Avenue
Susanville, CA 96130
(530) 251-8322
- Public Health**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183
- Environmental Health**
1445 Paul Bunyan Road
Susanville, CA 96130
(530) 251-8183
- Community Social Services**
1400 Chestnut Street, Ste A
Susanville, CA 96130
- LassenWORKS**
Business & Career Network
PO Box 1359
1616 Chestnut Street
Susanville, CA 96130
(530) 251-8152
- Child & Family Services**
1600 Chestnut Street
Susanville, CA 96130
(530) 251-8277
- Adult Services**
PO Box 429
1400 Chestnut Street, Ste B
Susanville, CA 96130
(530) 251-8158
- HSS Fiscal**
PO Box 1180
Susanville, CA 96130
(530) 251-2614

Date: May 9, 2023
To: Gary Bridges, Chairman
Lassen County Board of Supervisors
From: Barbara Longo, Director
Health and Social Services
Subject: Lease Agreement between Lassen County Health and Social Services and McNeill Properties 2, LLC for the property located at 1345 Paul Bunyan Road, Unit A and 1445 Paul Bunyan Road, Unit A for the term of May 1, 2023 through June 30, 2028.

Background:

In February 2023, the Health and Social Services Agency (HSS) received a phone call from Banner Lassen informing us of their intent to vacate the buildings located at 1345 Paul Bunyan Road, Unit A and 1445 Paul Bunyan Road, Unit A, Susanville. The owner of both buildings is the same owner that we lease the Public Health Building from. HSS has been in contact with the property owner and he has agreed to move forward with a lease to HSS that would become effective May 1, 2023.

HSS has evaluated the buildings and have come up with a plan to expand Public Health Services into a newly formed Public Health Clinic to be located at 1345 Paul Bunyan Road, Unit A and a Public Health Education Center to be located at 1445 Paul Bunyan Road, Unit A.

HSS Administrative Staff will be moving from 336 Alexander to 1445 Paul Bunyan Road, Unit B in place of the staff that will be moving to the newly formed Clinic and Education Center.

This will allow the majority of the HSS Staff to be able to provide services from one central location.

Fiscal Impact:

There is no impact to County General Funds.

Action Requested:

- 1) Approve Agreement with McNeill Properties 2, LLC and 2) Authorize the CAO to execute the agreement

**LEASE AGREEMENT
BETWEEN
MCNEILL PROPERTIES 2, LLC
AND
LASSEN COUNTY HEALTH AND SOCIAL SERVICES**

ARTICLE 1: PARTIES

Section 1.01 This Lease is entered into between McNeill Properties 2, LLC, of California, hereafter referred to as "Landlord"; and LASSEN COUNTY, a political subdivision of the State of California, hereafter referred to as "Tenant".

ARTICLE 2: PREMISES

Section 2.01 Landlord Leases to Tenant, and Tenant hires from Landlord, for the term, at the rental and upon the conditions in this Lease, the real property in Susanville, County of Lassen, State of California, located at 1445 Paul Bunyan Road, Unit A, and 1345 Paul Bunyan Road, Unit A, Susanville, Lassen County, California.

ARTICLE 3: LEASE TERM

Section 3.01 The term of this Lease shall be May 1, 2023 to June 30, 2028.

Section 3.02 Holding over after the expiration of the term of this Lease, or upon earlier termination, shall be a tenancy from month to month, on the same terms and conditions of this lease.

Section 3.01 This lease may be terminated by either party with 90 days written notice.

ARTICLE 4: RENT

Section 4.01 For and during the term of this Lease, Tenant shall pay to McNeill Properties 2, LLC for the use and occupancy of the Premises, payable in advance on the first (1st) day of each and every month, commencing May 1, 2023, and on the 1st day of each succeeding month during the term hereof the sum as described below. Monthly Rent for 1445 Paul Bunyan, Unit A is \$650 per month and for 1345 Paul Bunyan Road, Unit A is \$1,750 per month for a total monthly rent amount of \$2,400 to be made payable to Susanville Real Estate in accordance with the attached Property Management Agreement.

ARTICLE 5: UTILITIES

Section 5.01 Tenant shall pay for all water, gas, heat, light, power, telephone service, rubbish removal, and all other utilities services of any kind and nature whatsoever, supplied to and used on the Premises by Tenant except as provided in Section 5.02, below.

Section 5.02 Landlord shall pay for all exterior lighting and the repair and maintenance of the parking lot and common areas, including snow removal.

____ County Initials

McNeill Properties 2, LLC v.1 23.28 (1345A & 1445A)

Agency Initials _____

AGREEMENT BETWEEN LASSEN COUNTY AND MCNEILL PROPERTIES 2, LLC

ARTICLE 6: USE AND OCCUPANCY

Section 6.01 Tenant shall use the Premises solely as an office and other related activities associated with the Lassen County Health and Social Services Programs. Landlord acknowledges that Landlord is familiar with and consents to the scope of use.

Section 6.02 Tenant shall comply with and conform to all laws and regulations, municipal, state, and federal, and any and all applicable requirements and orders of any municipal, state, or federal board or authority, present or future, in any way relating to the condition, use, or occupancy of the Premises throughout the entire term of this Lease.

Section 6.03 Tenant agrees, in using the Leased Premises:

- a) Not to commit any waste or suffer any waste to be committed upon the leased Premises;
- b) Not to commit any public or private nuisance or any other act or thing which might or would disturb the quiet enjoyment of any occupant of nearby property;
- c) Not permit any activity or activities which might cause unreasonable annoyance to adjoining landowners.

ARTICLE 7: ALTERATIONS, REPAIRS, RESTORATION

Section 7.01 Tenant may make installations, additions or improvements in or to the Premises, and structural alterations or changes either to the interior or exterior of the building on said Premises as Tenant desires, so long as all such work is done at Tenant's sole expense and upon approval of the Landlord in writing. Landlord's approval shall not be unreasonably withheld.

Section 7.02 All alterations, additions, or improvements which are made in or to the Premises shall be surrendered with said Premises upon the termination of this Lease.

Section 7.03 Landlord agrees, at the expense of Landlord, to maintain the Premises in good condition and repair throughout the term of this Lease, except that alterations or changes made by Tenant pursuant to Section 7.01 shall be maintained in good repair by Tenant.

ARTICLE 8: CONDEMNATION

Section 8.01 If during the term hereof there shall be a "total taking" by any other public authority under the power of eminent domain, then the leasehold estate of Tenant in the Premises shall cease and terminate as of the date actual physical possession thereof shall be taken. "Total taking" is defined to be the taking of the entire Premises under the power of eminent domain or a taking of so much of the Premises as to prevent or substantially impair the conduct of Tenant's business therein. All compensation and damages awarded for the taking of the Premises in such event shall be the sole property of Landlord.

ARTICLE 9: INDEMNITY AND INSURANCE

Section 9.01 Tenant agrees to protect, indemnify, and save Landlord harmless from and against any and all liability to third parties resulting from Tenant's occupation and use of the Premises, specifically including, without limitations, any claim, liability, loss, or damage arising by reason of:

- a) The death or injury of any person or persons, or by reason of the damage to or destruction of any property, including property owned by Tenant or any person who is an employee or agent of Tenant, and caused or allegedly caused by either the condition of the Premises, or some act or omission of Tenant or of some agent, contractor, employee, servant, subtenant, or concessionaire of Tenant on the Premises;
- b) Any work performed on the Premises or materials furnished to the Premises at the instance or request of Tenant or any agent or employee of Tenant; and
- c) Tenant's failure to perform any provision of this Lease or to comply with any requirement of law or any requirement imposed on Landlord or the Premises by any duly authorized governmental agency or political subdivision.

Except that Landlord shall be liable to Tenant for damage resulting from the acts or omissions of Landlord or Landlord's authorized representatives. Landlord shall hold Tenant harmless from all damages arising out of such damage.

Section 9.02 Tenant shall, at its own cost and expense, procure and maintain during the entire term of this lease public liability insurance and property damage insurance issued by an insurance company acceptable to Landlord and insuring Landlord against loss or liability caused by or connected with Tenant's occupation and use of the Premises under this lease in amounts not less than:

- a) \$500,000.00 for injury to or death of one person and, subject to that limitation for the injury or death of one person, of not less than \$1,000,000.00 for injury to or death of two or more persons as a result of any one accident or incident; and
- b) \$300,000.00 for damage to or destruction of any property of others.

General Liability (Bodily Injury and Property Damage) including Premises and Operations (including off-site operations), Blanket Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, Liability and Owners and Contractors Protective Liability in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Section 9.03 Landlord shall, during the term of this Lease, procure, carry, and pay for fire and extended coverage insurance, insuring the building and other improvements on the Premises. The term "extended coverage" as used herein shall mean any casualties that are commonly included under the term "extended coverage" as that term is known and used in the casualty insurance business.

Section 9.04 Landlord shall not be liable at any time for any loss, damage, or injury to the property or person of any person whomsoever at any time occasioned by or arising out of any act or omission of the Tenant, or of anyone holding under Tenant or the occupancy or use of the Premises.

Section 9.05 Tenant shall provide a certificate of insurance to Landlord.

Section 9.06 McNeill Properties 2, LLC shall be named as additional insured with respect to the use of the leased property under this lease.

____ County Initials

McNeill Properties 2, LLC v.1 23.28 (1345A & 1445A)

Agency Initials _____

AGREEMENT BETWEEN LASSEN COUNTY AND MCNEILL PROPERTIES 2, LLC

ARTICLE 10: ASSIGNMENT AND SUBLEASING

Section 10.01 Tenant shall not assign, mortgage, or hypothecate this Lease, in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Landlord in each instance. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Landlord's consent will not unreasonably be withheld. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

ARTICLE 11: DEFAULT OR REMEDIES

Section 11.01 Landlord may at their option, and without limiting Landlord in the exercise of any other right or remedy they may have on account of a default or breach by Tenant, exercise the rights and remedies specified in section 11.02 if:

- a) Tenant defaults in payment of any money agreed to be paid by Tenant to Landlord for rent or for any other purpose under this Lease, and if such default continues for thirty (30) days after written notice to Tenant by Landlord;
- b) Tenant abandons the Premises for a period of thirty-five (35) days;
- c) Tenant defaults in performance of any of the other of its agreements, conditions, or covenants under this Lease and such default continues for thirty-five (35) days, plus such a period of delay as Tenant may encounter in the performance of their agreements by reason of matters beyond the control of Tenant.

Section 11.02 On any breach, default or abandonment Landlord may exercise any of the following rights after the periods of times stated in section 11.01:

- a) Immediately re-enter and remove all persons and property from the Premises. In the event of any such re-entry by Landlord, Landlord may make any repairs, additions, or improvements in, to or upon the Premises which may be necessary or convenient; provided, however, that Landlord shall be entitled to recover from Tenant the expense of said repairs or alterations only to the extent necessary to restore the building to the condition that it was in on the commencement of the term of the Lease, reasonable wear and tear and improvements authorized as provided in Section 7.01 excepted. In such instance, the Lease will be terminated, and Landlord will be entitled to otherwise recover all damages allowable under law or this Lease.
- b) To collect by suit or otherwise each installment or other sum as becomes due hereunder, or to enforce, by suit or otherwise, any other term or provisions hereof or on the part of Tenant required to be kept or performed, it being specifically agreed that all unpaid installments of rent or other sums shall bear interest at the highest legal rate from the due date thereof until paid.
- c) Terminate this Lease, in which event Tenant agrees to immediately surrender possession of the Premises and to pay to Landlord, in addition to any other remedy Landlord may have, all damages Landlord may incur by reason of Tenant's defaults, including the cost of recovering the Premises.

- d) In the event that this lease is terminated due to an uncured default by the County hereunder, Landlord may declare all rent payments to the end of County's then current fiscal year to be due, including any delinquent rent from prior budget years. In no event shall Landlord be entitled to a remedy of acceleration of the total rent payments due over the term of the Lease. The parties acknowledge and agree that the limitations set forth above are required by Article 16, section 18 of the California Constitution. Landlord acknowledges and agrees that said Article 16, section 18 of the California Constitution supersedes any law, rule, regulation or statute which conflicts with the provision of this paragraph. Notwithstanding the foregoing, Landlord may have other rights or civil remedies to seek relief due to the County's default under the lease. Such rights or remedies may include a right to continue the County's right to possession under the Lease and sue for the rent as it becomes past due.
- e) Landlord's failure to take advantage of any default or breach of covenant on the part of the Tenant shall not be, nor be construed as a waiver thereof, nor shall any custom or any practice which may grow up between the parties in the course of administering this instrument be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant of any term, covenant, or condition hereof, or to exercise any rights given them on account of any such default.

ARTICLE 13: GENERAL PROVISIONS

Section 13.01 Tenant shall peaceably give up and surrender to Landlord the Premises and every part thereof to Landlord at the termination of this Lease in as good a condition and repair as reasonable use and wear thereof will permit.

Section 13.02 In the event of a sale or conveyance by the Landlord of the Premises or any part containing said Premises, Landlord shall be released from any future liability upon any of the covenants or conditions, expressed or implied, in favor to Tenant, and in such event, Tenant agrees to look solely to the responsibility of the successor in interest to the Landlord in and to this Lease.

Section 13.03 Landlord shall be entitled, at all reasonable times, to go on the Premises for the purpose of inspecting the Premises, or for the purposes of inspecting the performance by Tenant of the terms and conditions of this Lease, or for the purpose of posting and keeping posted thereon notice of non-responsibility for any construction, alteration, or repair thereof as required or permitted by any law or ordinance.

Section 13.04 All provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 13.05 Each and all of the covenants, conditions, and restrictions in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of the parties.

Section 13.06 This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or Premises made by any party, or to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid.

____ County Initials

McNeill Properties 2, LLC v.1 23.28 (1345A & 1445A)

Agency Initials _____

AGREEMENT BETWEEN LASSEN COUNTY AND MCNEILL PROPERTIES 2, LLC

Section 13.07 If any term, covenant, condition, or provision in this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Section 13.08 Shall either party commence any legal action proceeding against the other based on this Lease, the prevailing party shall be entitled to an award of attorney's fees.

LANDLORD

Dated: _____

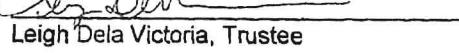
By: _____



Livi Dela Victoria, Trustee

Dated: _____

By: _____



Leigh Dela Victoria, Trustee

TENANT
LASSEN COUNTY

Dated: _____

By: _____



Richard Egan
County Administrative Officer

Dated: _____

By: _____



Barbara Longo, Director
Health and Social Services

Approved as to form:

Amanda Uhrhammer
Lassen County Counsel



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PROPERTY MANAGEMENT AGREEMENT

(C.A.R. Form PMA, Revised 6/17)

Date Prepared: October 22, 2014

Initial Inspection: 21/10/14

Owner: _____

3. APPOINTMENT OF BROKER: Carol Liberty Agents and Weiss Realtor, Inc., Broker, Property Manager, has exclusive right to receive, execute and manage the lease up to 12 months.

See information for regional properties.

After the term, below, for the stated period of time: _____, _____, and ending date: _____, _____ at 11:59 PM. Purchaser or other party may terminate this Property Management Agreement ("Agreement"), on at least 30 days written notice, within 120 days after the original commencement date of this Agreement. After the exclusive term expires, this Agreement will continue as a non-exclusive agreement that either party may terminate by giving at least 30 days written notice to the other.

2. PROPERTY MANAGER ACCEPTANCE: Property Manager accepts the appointment, subject to:

- A. Use the property in the performance of this Agreement.
- B. Furnish the services of its firm for the rental, leasing, operation and management of the Property.
3. AUTHORITY AND POWERS: Owner grants to Property Manager the authority and power, at Owner's expense, to:
 - A. ADVERTISING: Display FOR RENT, FOR LEASE and similar signs on the Property. Advertise the availability of the Property, or any part thereof, for rental or lease in the multiple listing Service and other online media.
 - B. RENTAL, LEASING: Lease, sign, renew, modify or cancel rental agreements and lease for the Property, or any part thereof, correct and just receipts for rents, other fees, charges and security deposits. Any lease or rental agreement executed by Property Manager for Owner shall not exceed 12 years(s). It shall be month-to-month. (less Owner's damages or actual and/or liquidated damages, OR 1/12 a month of \$____ per month. OR see attachment)
 - C. TENANCY TERMINATION: Sign and serve at Owner's name notices that are required of actual or potential noncompliance and prosecute action in court to recover possession of the Property, or Owner's name, recover rents and other sums due, and, with expedient, settle compromise and release claims, actions and suits against tenants. If Landlord permits Tenant to pay rent by direct deposit such as wire or electronic transfer or other online method, Landlord should discuss with a Landlord-Tenant attorney the implications of doing so in the event Tenant defaults and an eviction becomes necessary.
 - D. REPAIR: MAINTENANCE: Make, cause to be made, and/or supervise repairs, improvements, alterations and fixtures to the Property, purchase, and pay bills for, services and supplies. Owner agrees that state and local water use restrictions will supersede any obligation by Property Manager or any Tenant to water/fertilize gardens, landscaping trees or shrubs. Property Manager shall obtain prior approval of Owner for all expenditures over \$1,500.00, except for any one item. Other expenses shall not be claimed for non-duty or non-duty operating expenses or, in Property Manager's opinion, emergency expenditures over this maximum are needed to protect the Property or other properties from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a lease or rental agreement or by law, including, but not limited to, maintaining the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.40.
 - E. REPORTS, NOTICES AND SIGNS: Comply with federal, state or local law required delivery of reports or notices and/or posting of signs or notices.
 - F. CONTRACTS: SERVICES: Enter, hire, supervise and/or discharge firms and persons, including utilities, required for the operation and maintenance of the Property. Property Manager may perform any of Property Manager's duties through attorneys, agents, employees or independent contractors, and, except for persons working in Property Manager's name, shall not be responsible for their acts, omissions, defaults, negligence and/or costs of same.
 - G. EXPENSE PAYMENTS: Pay expenses and costs for the Property from Owner's funds held by Property Manager, unless otherwise directed by Owner. Expenses and costs may include, but are not limited to, property management compensation, fees and charges, expenses for goods and services, property taxes and other taxes, Owner's Social Security, unemployment, disability, workers' compensation, premiums.
 - H. SECURITY DEPOSITS: Enter, verify, deposit, disburse, withdraw, and/or refund security deposits held by Property Manager's trust account and held in Property Manager's trust account, or from Owner's funds, at the last in rental security deposit, if required by law, or otherwise, Owner shall be responsible for the safekeeping of security deposits and/or interest, but no security deposits held by Owner.
 - I. TRUST FUNDS: Deposit all receipts collected for Owner, less any sums properly deducted or deducted in a financial institution whose accounts are insured by an agency of the United States government. The funds shall be held in a trust account separate from Property Manager's personal accounts. Property Manager shall not be liable in event of bankruptcy or failure of a financial institution.
 - J. RESERVES: Maintain a reserve in Property Manager's trust account of \$500.00.
 - K. DISBURSEMENTS: Disburse Owner's funds held in Property Manager's trust account in the following order:
 - (1) Compensation due Property Manager under paragraph 3
 - (2) All other operating expenses, taxes and disbursements to be paid from Owner's funds held by Property Manager
 - (3) Reserves and security deposits held by Property Manager
 - (4) Balance to Owner

Signature _____ Date _____

Printed Name _____

PMA REVISED 6/17 (PAGE 1 OF 4)

PROPERTY MANAGEMENT AGREEMENT (PMA PAGE 1 OF 4)



7.1 **NAME OF SOURCE** - **WHERE CONSIDERED** - **CHANGES** made to the essential **Art understanding** between the parties to this Agreement. All terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to all subject matter and may not be contradicted by evidence of any other Agreement or contemporaneous oral agreement. If any term of this Agreement is found to be ineffective to avoid the intention, provision and, nevertheless, to give full force and effect. Neither this Agreement nor any term hereof may be extended, amended, modified, altered or changed except in writing. This Agreement and its supplements, addendum, exhibits, statements, representations, warranties, and other documents, by the parties, their respective successors and assigns, all of which shall constitute one and the same writing.

Owner warrants that Owner is the owner of the Property or has the authority to execute this Agreement. Owner acknowledges Owner has read, understands, accepts and has received a copy of the Agreement.

2. REPRESENTATIVE CAPACITY: This Agreement, Management Agreement is being signed for and/or by an individual acting in a capacity described and/or specified in the attached Representative Capacity Signature Disclosure (CAR) Form RCS001. All cover the signature or initials of the representative specified in the RCS001 Annex to the Agreement or any other documents. I shall be deemed to be a representative capacity for the entity described and not as an individual capacity unless otherwise specified. I warrant to represent that the entity for which the individual is signatory exists and he shall remain to Broker within 45 Days After Execution of the Agreement, evidence of authority to act return as well as initial or signature of his signature on the attached Annex to the CAR Form RCS001 and any other documents or information documents of the documents referred.

214 DECH & COTR A THOMAS Properties 2-1-77 \$2-4325539 10/24/69
Phone Name
882-2892 MURRAY DR. ST. 7009
S-80-375-7813 City City 45-242920

Geert Nootje, *Midnight Perspectives*, 2017

1860 June 2001

Owner has no record of removals, including asbestos, on the Property, except Owner has no knowledge of asbestos currently on the Property, except

LAWRENCE METZELER

PMA REVISED 6/17 (PAGE 3 OF 4)

PROPERTY MANAGEMENT AGREEMENT (PMA PAGE 3 OF 4)

Digitized with the help of the Royal Society of Medicine, London, 2002

bioactive functionality in *Leptospiral* cells.

PMA REVISED 6/17 (PAGE 2 OF 4)

CIVIL CODE SECTIONS 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.16 (Reproduced on Page 1 of the AD form)
2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller, who is acting as acting in the right capacity, if such is to be 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 buyer, the buyer's agent, and the seller, or by or in connection with execution of that contract by the buyer and the seller. (b) As soon as practicable, the buyer'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 in connection with the execution of that contract by the seller.

DISCLOSURE: The following relationships and roles are confirmed for this transaction:

Seller's Brokerage Firm	DO NOT COMPLETE IF SAMPLE FORM	located Number
is the broker of (check one) <input checked="" type="checkbox"/> the buyer or <input type="checkbox"/> both the buyer and Seller's dual agent.		
Seller's Agent	DISCLOSURE: SAMPLE E - SAMPLE FORM	License Number
is check one <input checked="" type="checkbox"/> the Seller's Agent, one person or broker in association with the Buyer's and Seller's Agent, ideal agent		
Seller's Brokerage Firm	DO NOT COMPLETE IF SAMPLE FORM	License Number
is the broker of (check one) <input checked="" type="checkbox"/> the Buyer's or <input type="checkbox"/> both the buyer and seller dual agent		
Buyer's Agent	DISCLOSURE: SAMPLE E - SAMPLE FORM	License Number
is check one <input checked="" type="checkbox"/> the Buyer's Agent, one person or broker in association with the Buyer's and Seller's Agent, ideal agent		

(d) no disclosure and confirmation required by this section shall be an addition to the disclosure required by Section 2072.14. An agent's duty to provide disclosure and confirmation of representations in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1209.)
2079.19. The controller, on the date of the filing of a complaint, or as agreed by the officer or person, or his/her attorney, representative, of a particular entity, relationship between an officer, and the entity or person. An equivalent notice, or as agreed by the officer or person may specify, may be maintained by the controller, or his/her representative, or attorney, for whom an officer, or person, is the head of a real estate brokerage, and the terms of any such agreement shall not exceed the date of the filing of a complaint.

and the number of the years required to accumulate the principal amount of the investment outside the state is being used to determine the time period during which the principal amount will be available for investment.

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AD REVISED 10/18 (PAGE 2 OF 2)
DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

Seller's Brokerage Form to Seller
Form 2079-13 (Rev. 12/18)
or A.B. Form A-2 Revised 12/18

(if checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as required by section 2079.13(g), (j) and (k).

When you enter into a disclosure with a real estate agent regarding a real estate transaction, you should think about the 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 dual 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 non-dishonesty and good faith
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property, but only to the extent 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 work 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 the agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent is a fiduciary 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 with the Seller
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property, but only to the extent 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 subpersons 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.

- (a) In this agreement, the agent has the following affirmative obligations towards the Seller and the Buyer:
 - (i) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer
 - (ii) 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 disclose to either party's confidential information, including but not limited to facts relating to either the Seller's or Buyer's financial situation, employment, bank accounts, credit history, or other information, unless the Seller and Buyer agree to do so, 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 listing price.

SELLER AND BUYER RESPONSIBILITIES

On the just cause 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 is your dual agent. Please pay attention to this information, as it will affect your rights and reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not prevent 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 represent your understanding of the transaction. A dual 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 in dealing property, including as to those facts about the property which are relevant to you with your agent's information and instructions.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional. Please use the following statement concerning a transaction, as it can be helpful and important to do so:

Disclosed real property transaction will 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. This form is not a substitute for the disclosure form provided by the agent(s) in the relationship. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. **WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

Seller: _____ Buyer: _____ Tenant: _____

Address: _____ City: _____ State: _____ Zip: _____



ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), (X) Other Property Management Agreement, dated _____, on property known as 1516 Main Street, Sun Prairie, WI 53590, in which and McNall Properties LLC is referred to as "Buyer/Tenant" and John D. McNall is referred to as "Seller/Landlord".

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

200

10/24/09

SuperTalent

1140 J. C. GARCIA

Published by the author, 1920.
THE ESTATE OF JESSE L. COLE,
Administrator of the Estate of Jessie L. Cole,
1920.

ADM REVISED 12/15 (PAGE 1 OF 10)

APPENDUM I/ADM PAGE 1 OF 11



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ADDENDUM No. 2

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

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR Residential Lease or Month-to-Month Rental Agreement, Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), Other Property Management Agreement dated June 1, 2019, on property known as 1516 Main Street, 2, various properties.

in which Susanville, CA 96130 ("Property/Premises"),
and McNeill Properties 2 LCC is referred to as ("Buyer/Tenant")
Buyer/Tenant and Seller/Landlord are referred to as the "Parties." is referred to as ("Seller/Landlord").
Property Agreement to be extended to 12/31/26. Additional properties are listed on addendum no. 1

Property Agreement to be extended to 12/31/26. Additional properties are listed on addendum no 1.

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

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord **Date** 04/05/2023

Seller/Landlord _____ Date _____

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ADDENDUM (ADM PAGE 1 OF 1)