

NORTH MARIN WATER DISTRICT
AGENDA - REGULAR MEETING
 December 2, 2025 – 4:00 p.m.
 Location: 999 Rush Creek Place
 Novato, California

Information about and copies of supporting materials on agenda items are available for public review at the District Office, at the Reception Desk, by calling the District Secretary at (415) 897-4133 or on our website at nmwd.com. A fee may be charged for copies. District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District Secretary as soon as possible, but at least two days prior to the meeting.

- | Item | Subject |
|------|---|
| | CALL TO ORDER |
| 1. | APPROVE MINUTES FROM REGULAR MEETING , November 18, 2025 |
| 2. | REORGANIZATION OF BOARD: <ol style="list-style-type: none"> 1. Election of President 2. Election of Vice President 3. Establishment of Meeting Times and Place, and Confirm 2026 Meeting Schedule 4. Establish the Manner of Calling Special Meetings 5. Appoint District Officers 6. Approve Board of Directors' Committee Appointments |
| 3. | GENERAL MANAGER'S REPORT |
| 4. | OPEN TIME: (Please observe a three-minute time limit)

This section of the agenda is provided so that the public may express comments on any issues not listed on the agenda that are of interest to the public and within the jurisdiction of the North Marin Water District. When comments are made about matters not on the agenda, Board members can ask questions for clarification, respond to statements or questions from members of the public, refer a matter to staff, or direct staff to place a matter of business on a future agenda. The public may also express comments on agenda items at the time of Board consideration. |
| 5. | STAFF/DIRECTORS REPORTS |
| | ACTION CALENDAR |
| 6. | Approve: Resolution of Appreciation for Robert Clark Resolution |
| 7. | Approve: Exception to CalPERS 180-day Wait Period Requirement for Retiring Employee Resolution |
| 8. | Approve: Employer Assisted Housing Program Loan Request – Brandon Pirinjian |
| 9. | Approve: District Property at 25 Giacomini Road, APN 119-270-04 |
| 10. | Approve: North Bay Watershed Association 2026 Conference Sponsorship – Direct Staff |
| | INFORMATION |
| 11. | TAC Meeting Agenda – December 1, 2025 |
| 12. | NBWA Meeting Agenda – November 7, 2025 |
| 13. | NEWS AND MISCELLANEOUS REPORTS
Disbursements – Dated November 6, 2025
Disbursements – Dated November 13, 2025
Disbursements – Dated November 20, 2025
Monthly Progress Report
Auditor-Controller's Monthly Report of Investments for October 2025 |

Item	Subject
-------------	----------------

	FERC Motion to Intervene re Potter Valley Project
	WAC/TAC Draft 2026 Meeting Schedule
	NOAA Three Month Outlook Precipitation Probability

News Articles:

Marin IJ – Decision made on key water project
Marin IJ – Marin reservoirs plentiful ahead of uncertain winter
Marin IJ – Drought buster pipeline planned
Pt. Reyes Light – County hires dedicated West Marin staffer

Social Media Posts:

NMWD Web and Social Media Report – October 2025

14. ***ADJOURNMENT***

1

DRAFT
NORTH MARIN WATER DISTRICT
MINUTES OF REGULAR MEETING
OF THE BOARD OF DIRECTORS
November 18, 2025

CALL TO ORDER

President Joly called the regular meeting of the Board of Directors of North Marin Water District to order at 10:00 a.m. at the District Headquarters, and the agenda was accepted as presented. Present were Directors Jack Baker, Ken Eichstaedt, Rick Fraites, Michael Joly, and Stephen Petterle. Also, present were General Manager Tony Williams, District Secretary Eileen Mulliner, and AGM/Chief Engineer Eric Miller, and Auditor-Controller Julie Blue.

Legal counsel, Craig Judson and Sharon Nagle, from Bold, Polisner, Maddow, Nelson, and Judson, were also in attendance.

MINUTES

On the motion of Director Petterle, seconded by Director Fraites, the Board approved the minutes of the November 5, 2025, regular meeting, by the following vote:

AYES: Director(s) Baker, Eichstaedt, Fraites, Joly, and Petterle

NOES: None

ABSENT: None

ABSTAIN: None

OPEN TIME

President Joly asked if anyone in the audience wished to bring up an item not on the agenda and there was no response.

INFORMATION ITEMS

FY 2025/26 FIRST QUARTER FINANCIAL STATEMENT

Julie Blue presented the highlights of the FY 2025/26 First Quarter Financial Statement to the Board.

PUBLIC WORKSHOP

TRAINING ON VARIOUS STATE LAWS GOVERNING BOARD ACTIONS

Tony Williams noted that the Board memo for this item was produced in the new Strategic Plan format.

Legal counsel gave a presentation and provided an overview of the laws on the Public Records Act and the Brown Act. The presentation also included public meeting procedural protocols under Robert's Rules of Order. During the workshop there was good discussion, including questions from the Directors and clarifications provided by Mr. Judson and Ms. Nagle. Legal counsel will also

1 provide subsequent follow-up on a few questions from the Board, including guidance regarding the
2 consent Agenda items for approval of meeting minutes.

3 **ADJOURNMENT**

4 President Joly adjourned the meeting at 12:48 p.m.

5 Submitted by

6
7
8 Eileen Mulliner
9 District Secretary
10
11

2

**MEMORANDUM**

To: Board of Directors
From: Eileen Mulliner, Executive Assistant / District Secretary 
Subj: Reorganization of Board of Directors in a Non-Election Year
t:\bod\annual reorg\2026\bod memo for reorganization_non election yr.doc

December 2, 2025

RECOMMENDED ACTION: That the Board:

- 1) Elect a Board President and Vice President;
- 2) Establish the Meeting Schedule;
- 3) Establish Manner of Calling Special Meetings;
- 4) Appoint District Officers;
- 5) Approve Committee Appointments.

FINANCIAL IMPACT: None

Following is an outline of procedures that may be followed at the December 2, 2025 meeting to meet the requirements of the County Water District Law and the California Election Code concerning organization of the Board of Directors. Since there was no Board election this fall, reorganization is not required this year, however, the Board has traditionally reorganized every year (since 1971).

The current President calls the meeting to order. He may conduct the nominations or he may instruct the Secretary to assume the Chair.

1. Election of President. Nominations, by a motion and a second, are received for the office of President of the Board. Directors vote on nominated candidates for President (Attachment 1).
2. Election of Vice President. The elected President assumes the Chair and presides over the election of Vice President. Nominations are received for the office of Vice President of the Board similar to the President. Directors vote on the nominated candidates for Vice President (Attachment 1).
3. Establishment of Board Meeting Times and Place and Confirm 2026 Meeting Schedule. By motion and second, the Board establishes the time and place of holding its regular meetings: generally, the first and third Tuesdays of each month at 4:00 p.m. at the District offices, with exceptions noted in the calendar, and accepts the proposed meeting dates for the upcoming calendar year with the understanding that the calendar may be adjusted as needed (Attachment 2).
4. Establishing the Manner of Calling Special Meetings. By motion and second, the Board establishes the manner of calling special meetings (under provisions of Section 54956 of the Government Code). The Board President, on their own initiative or at the request of two or more Directors, may call a special meeting of the Board of Directors, or as otherwise provided for by law. All special meetings shall be noticed and held in compliance with the Ralph M. Brown Act.

5. Appointment of District Officers. By motion and second, the Board appoints a General Manager, Assistant General Manager / Chief Engineer, Executive Assistant / District Secretary, and Auditor-Controller, and any other officers necessary and convenient to the District (Attachment 3).
6. Committee Appointments. Board review committee appointments recommended by the President. By motion and second, the Board approves the committee appointments. (Attachment 4).

ATTACHMENTS:

1. Board Officer Rotation - 2026
2. Board Meeting Schedule – 2026
3. District Officers Appointments - 2026
4. Committee Appointments - 2026

NMWD BOARD OF DIRECTORS
OFFICER ROTATION

Year	President	Vice President
2024	Jack Baker	Mike Joly
2025	Michael Joly	TBD
2026	Ken Eichstaedt	Steve Petterle
2027	Steve Petterle	Rick Fraites
2028	Rick Fraites	Jack Baker

2026 SCHEDULE
NORTH MARIN WATER DISTRICT
BOARD OF DIRECTORS MEETINGS

MONTH	DATE	TIME
January	20	4:00 p.m.
February	3 17	4:00 p.m. 4:00 p.m.
March	3 17	4:00 p.m. 4:00 p.m.
April	7 21	4:00 p.m. 4:00 p.m.
May	5 19	4:00 p.m. 4:00 p.m.
June	6 16	4:00 p.m. 4:00 p.m.
July	14	4:00 p.m.
August	4 18	4:00 p.m. 4:00 p.m.
September	15	4:00 p.m.
October	6 20	4:00 p.m. 4:00 p.m.
November	3 17 (tentative)	4:00 p.m. 4:00 p.m.
December	1 15	4:00 p.m. 4:00 p.m.

All Board meetings are typically held the first and third Tuesday of the month, or as indicated above, at the District's Office in Novato (and any others on an 'as-needed' basis).

If you would like information regarding agenda items, please contact District Secretary Eileen Mulliner at (415) 761-8921 or emulliner@nmwd.com.

APPOINTMENT OF DISTRICT OFFICERS

PROPOSED APPOINTMENTS

General Manager	Tony Williams
Assistant General Manager / Chief Engineer	Eric Miller
Executive Assistant / District Secretary	Eileen Mulliner
Auditor – Controller	Julie Blue

**NORTH MARIN WATER DISTRICT
BOARD OF DIRECTORS
COMMITTEE / ASSOCIATION ASSIGNMENTS
2026**

EXTERNAL COMMITTEES**NMWD Representative(s)/Alternate****North Bay Watershed Association****Rick Fraites/Jack Baker**

1 meeting per month – Friday

9:30 a.m. – 11:30 a.m.

Petaluma / Novato

Russian River Public Policy Facilitation Committee**Steve Petterle/TBD**

(Russian River Biological Assessment/Opinion)

1 meeting per year – Friday

9:00 a.m. – Noon

Santa Rosa/Ukiah

Water Advisory Committee**Jack Baker/Michael Joly**

1 meeting per quarter – Monday

9:00 a.m. – Noon

Santa Rosa

North Bay Water Reuse Authority/NorthBay Water**Jack Baker/TBD**

1 meeting per quarter – Monday

9:30 a.m.

Novato Sanitary District/Novato City Hall

Marin-Sonoma Water Coordination Committee**Rick Fraites/Mike Joly**

1 meeting per quarter – Thursday

8:30 a.m. – 10:00 a.m.

Novato / Petaluma

INTERNAL COMMITTEES**West Marin Services ad hoc Committee****Rick Fraites and Ken Eichstaedt**

As needed

Water Management ad hoc Committee**Steve Petterle and Michael Joly**

As needed

NMWD Board-to-Board ad hoc Committee**Mike Joly and Steve Petterle**

As needed

Note: Ad hoc Committees are deleted off the list once no longer in use


3

4

5

6

**MEMORANDUM**

To: Board of Directors
From: Tony Williams, General Manager 
Subject: Resolution of Appreciation for Robert Clark
t:\gm\bod memos 2025\clark appreciation memo resolution.docx

Date: December 2, 2025

RECOMMENDED ACTION: Board Approve the Resolution of Appreciation to Robert Clark

FINANCIAL IMPACT: None

Robert Clark is retiring on December 31, 2025 after 21 years of employment with North Marin Water District. His retirement was recognized at a special luncheon ceremony with Staff held on November 19. It is therefore appropriate to convey appreciation for Robert's years of service to the District and adopt the attached resolution of appreciation.

RECOMMENDATION:

Board adopt the resolution of appreciation to Robert Clark retiring after 21 years of employment with North Marin Water District.

ATTACHMENT

1. Resolution of Appreciation for Robert Clark

RESOLUTION 25-06
NORTH MARIN WATER DISTRICT
RESOLUTION OF APPRECIATION
TO
ROBERT CLARK

WHEREAS:

- Robert Clark was hired as the Facilities Maintenance Superintendent with the North Marin Water District on July 1, 2004; and was promoted to Operations & Maintenance Superintendent on January 16, 2008, and served as the head of the Operations & Maintenance Department, the District's largest department; and
- Over the course of his 21 years at the District, Robert's engineering mindset and problem-solving abilities helped him successfully ensure smooth water and wastewater system operations and earn the confidence of three different General Managers, the staff of the Operations & Maintenance Department, and his fellow co-workers; and
- Robert was instrumental in the performance and upgrades of many key infrastructure assets over the years, including the Stafford Treatment Plant, Point Reyes Treatment Plant, Stafford Dam, the North Marin Aqueduct, pump stations and storage tanks, and the Oceana Marin Lift Stations and Treatment and Storage Ponds, to name a few. In addition, Robert played a lead role in the establishment of operational protocols for the District's recycled water enterprise, including the requisite training for staff and end users, and;
- Robert oversaw several key projects that enhanced customer service, system resilience and reduced the District's overall energy usage, including the installation of solar panels at the Stafford Lake, the implementation of Advanced Metering Infrastructure (AMI) for Novato water customers, and the addition of a backup battery system at the San Marin Pump Station.
- Robert committed numerous hours during the master planning, design and construction phases of the Administration and Laboratory Building Upgrade Project, including the management and oversight of separate building systems such as security, audio-visual, electrical and gas utility connection, computer servers, and electric vehicle charging stations; and
- During his tenure, Robert developed key relationships with external stakeholders, local and regional partners, and regulatory agencies necessary for the successful operation of District facilities and programs; and
- Robert supported the District in the critical areas of safety and emergency management. Robert was a champion of staff safety and a recipient of many "Safety Bravo" awards. He played a key role in the development of the District's emergency operation plans, emergency response plans and the Stafford Dam emergency action plan, including coordinating and holding regular emergency trainings and tabletop exercises; and
- Robert has personally contributed to the communities served by the District, especially the West Marin customers through his membership in the Rotary Club of West Marin and the numerous volunteer hours he put in for the annual Western Weekend event in Point Reyes Station; and

- Robert's unique "matter of factness" quality, dependability, and expertise have been invaluable to the District, and he will be missed by everyone he worked with and the Board of Directors; and

THEREFORE, BE IT RESOLVED:

That the Board of Directors of North Marin Water District hereby commends and expresses its appreciation to Robert Clark for many years of dedicated and loyal service, and valued contributions to the District.

BE IT FURTHER RESOLVED:

That the Board of Directors, on behalf of the staff, officers and Directors of the North Marin Water District, extend to Robert Clark sincere good wishes in his retirement and for many happy productive years filled with all the good things of life.

Dated at Novato, California
December 2, 2025

Ken Eichstaedt, President
North Marin Water District

* * * * *

I hereby certify that the foregoing is a true and complete copy of a resolution duly and regularly adopted by the Board of Directors of North Marin Water District at a regular meeting of said Board held on the 2nd day of December, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Eileen Mulliner, District Secretary
North Marin Water District

(SEAL)

7



MEMORANDUM

To: Board of Directors

December 2, 2025

From: Tony Williams, General Manager 

Subj: Exception to CalPERS 180-Day Wait Period for Requirement for Retiring Employee
T:\GM\Agreements\Consultants\BOD Clark Retired Annuitant Memo 2025.docx

RECOMMENDED ACTION: Approve Exception to CalPERS 180-Day Wait Period Requirement for Retiring Operations/Maintenance Manager

FINANCIAL IMPACT: \$105.11/hour (total cost dependent on hours provided)

Robert Clark has over 21 years of service with North Marin Water District and is currently in the role of Operations/Maintenance Manager. He will be retiring on December 31, 2025. This position is critical to the District's operations, and Tim Kennedy has been hired as Robert's successor. Tim trained with Robert for several months and is now assuming full responsibility for the role.

While the District has hired a capable replacement, Robert's specialized skills and institutional knowledge remain essential for specific tasks. He will provide extra help on key assignments, including the annual water rights reporting requirement, which involves compiling and submitting detailed usage data to ensure compliance with state water regulations. In addition, Robert's extensive understanding of the District's systems, processes, and practices makes him a trusted resource to continue serving as an as-needed advisor to the Operations/Maintenance Manager and the General Manager.

CalPERS retirees are required to wait 180 days after retirement before accepting temporary employment with a CalPERS agency. However, applicable CalPERS regulations provide an exception to the 180-day rule for extra help in critical positions or projects where an annuitant possesses specialized skills. This exception will allow immediate appointment of an annuitant to an annuitant-designated extra help position with a Board-approved Resolution certifying the exception.

Pursuant to Government Code, sections 7522.56 & 21224, Attachment 1 is Resolution No. 25-07, titled A Resolution of the North Marin Water District Board for Exception to the 180-day Wait Period for Hiring Retiree, and Attachment 2 is an Employment Offer letter to Robert Clark, personnel appointment paperwork. The content in this board memo and the template used to develop the related attachments were previously reviewed by legal counsel to ensure compliance with CalPERS requirements.

RECOMMENDATION:

1. Approve the attached resolution for exception to the 180-day wait period for hiring a retiree.
2. Authorize the District to utilize Robert Clark on an as needed basis, at an hourly rate of \$105.11.

ATTACHMENTS:

1. Resolution No. 25-07 titled Resolution of the North Marin Water District for Exception to the 180-Day Wait Period for Hiring Retiree.
2. Employment Offer Letter to Robert Clark

RESOLUTION NO. 25-07**A RESOLUTION OF THE NORTH MARIN WATER DISTRICT
FOR EXCEPTION TO THE 180-DAY WAIT PERIOD FOR HIRING RETIREE
(Government Code Sections 7522.56 & 21224)**

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees Retirement Law, the Board of Directors (Board) of North Marin Water District (District) must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Robert Clark (CalPERS ID #5408475150) (Annuitant) will retire from North Marin Water District from the position of Operations/Maintenance Manager, effective December 31, 2025 and

WHEREAS, Government Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is June 30, 2026, without this certification resolution; and

WHEREAS, Government Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Board, the District and the Annuitant certify that the Annuitant has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the Board hereby appoints Robert Clark as an extra help retired annuitant to perform the duties similar to the Operations/Maintenance Manager for the District under Government Code section 21224 effective January 5, 2026; and

WHEREAS, the entire employment agreement, contract, appointment document between the Annuitant and the District has been reviewed by the Board and District and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to the retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$18,219 per month and the hourly equivalent is \$105.11, and the minimum base salary is \$14,989 per month and the hourly equivalent is \$86.48; and

WHEREAS, the hourly rate paid to Robert Clark will be \$105.11; and

WHEREAS, the Annuitant has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the North Marin Water District hereby certifies the nature of employment of Robert Clark as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critical needed position of Operations/Maintenance Manager for the North Marin Water District by January 5, 2026 in order to provide extra help for special projects and work in excess of what regular staff can do:

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the North Marin Water District, California, held on December 2, 2025 by the following vote:

* * * * *

I hereby certify that the foregoing is a true and complete copy of a resolution duly and regularly adopted by the Board of Directors of NORTH MARIN WATER DISTRICT at a regular meeting of said Board held on the 2nd of December 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

Eileen Mulliner, District Secretary
North Marin Water District

(SEAL)



999 Rush Creek Place
P.O. Box 146
Novato, CA 94948-0146

PHONE
415-897-4133

EMAIL
info@nmwd.com

WEB
www.nmwd.com

Dear Robert Clark,

December 2, 2025

It is my pleasure to confirm your appointment into a limited duration, retired annuitant position as extra help for special projects and work in excess of what regular staff can do, effective January 5, 2026. Under California Government Code section 7522.56(b), as a retiree of the California Public Employees' Retirement System (CalPERS), you may serve, without reinstatement from retirement from CalPERS, upon appointment by a public employer either during an emergency to prevent stoppage of public business, or because you have skills needed to perform work of limited duration. As we have discussed, in light of the current needs at the District, you possess the necessary skills to provide extra help for this limited duration assignment.

In compliance with applicable laws, your hourly rate will be \$105.11 and will align with your duties as Operations/Maintenance Manager. You will not accrue service credit or any additional retirement rights or District benefits, such as medical, dental, vision, etc. Without exception, you are limited to working a maximum of 960 hours within a fiscal year among all public employers (July 1 to June 30). You are solely responsible for keeping track of the total number of hours worked, and you must promptly notify the District if you are approaching the 960 hour maximum each and every fiscal year of your employment with the District.

Further, you have represented to the District, and the District relies on your representation, that you have not received any unemployment insurance payments within the 12 months prior to this appointment for previous retired annuitant work with any CalPERS employer. Should you have any questions regarding your employment as a retired annuitant, please contact CalPERS at (888) 225-7377.

Lastly, to comply with Government Code sections 7522.56 and 21224, this offer of employment is contingent upon the District's Board of Directors approval at its upcoming December 2, 2025 meeting, where this matter will be agendaized and considered at a public meeting subject to the Board's finding that this appointment is necessary to assist with special pending projects and extra help as needed. Again, thank you for offering your expertise to assist the District.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tony Williams", is written over a horizontal line.

Tony Williams, P.E.
General Manager

ACKNOWLEDGEMENT

I have read, understood, and agree to the above noted hiring arrangements and conditions, and I further certify that my representations to the District, as memorialized above, are true, complete, and correct.

Robert Clark

Date

cc: Human Resources

t:\acboard reports\board memos\2025\misc\rc offer letter retired annuitant.docx

8



MEMORANDUM

To: Board of Directors

December 2, 2025

From: Julie Blue, Auditor-Controller *JB*

Subj: Employer Assisted Housing Program Loan Request – Brandon Pirinjian

t:\ac\board reports\board memos\2025\eahp\pirinjian eahp 12.02.25.docx

RECOMMENDED ACTION: Approve Employer Assisted Housing Program Loan Request for \$300,000, and authorize the General Manager to sign the required documents to close the purchase transaction.

FINANCIAL IMPACT: \$300,000 Loan from Liability Contingency Fund

This memo provides details regarding a loan request under the District's Employer Assisted Housing Program (EAHP), Board-approved Policy No. 42. Brandon Pirinjian is a Utility Worker in the construction department, and he has worked at the District for close to two years. He has requested an EAHP District loan of \$300,000 to purchase a market rate home in Novato. His request is within the parameters of the Board-approved EAHP which, over the years, has provided 16 housing loans to District employees.

The 3-bedroom, 1 bath, 1,093 square foot home is located on Plaza Amapola and the sale price is \$730,000. A down payment of \$51,100 will be used to purchase the home and the first deed of trust will be \$378,900. The EAHP loan would cover the balance of the loan of \$300,000. If this property is not purchased, a similar home located in Novato will be considered, and the loan amounts and overall financing structure would remain the same.

The \$300,000 loan will be funded from the Liability Contingency Fund. Currently there are three EAHP loans totaling \$850,000 borrowed against the \$1.5 million that the Board has authorized for the program. Including the proposed \$300,000 loan for Brandon, the remaining balance for future housing assistance will be reduced to \$350,000. Under the EAHP policy, the District will earn interest on the loan, equal to what it would have earned if the funds had been invested in the District's investment portfolio.

RECOMMENDATION

Approve \$300,000 Employer Assisted Housing Program Loan Request, and authorize the General Manager to sign the documents to close the purchase transaction.



ATTACHMENT None

9

MEMORANDUM

To: Board of Directors

December 2, 2025

From: Tony Williams, General Manager 
Julie Blue, Auditor-Controller 

Subj: District Property at 25 Giacomini Road, APN 119-270-04

t:\gml\property\surplus property\disposition\12-2-25 bod memo sale offer 25 giacomini.docx

RECOMMENDED ACTION: That the Board:

- 1) Authorizes the General Manager to Execute a Purchase Agreement with CLAM for the Subject Property;
- 2) Approves the Right of First Refusal Agreement with CLAM

FINANCIAL IMPACT: Revenue of \$160,000 (in FY2026)Background

In 2005, the North Marin Water District (District) purchased the single-family home at 25 Giacomini Road (APN 119-270-04) for \$652,000. The house was purchased to provide employee housing and to benefit from having a staff member living within the West Marin Service Area. Beginning in 2015, after a District employee residing in the house moved to another residence, and no interest was received from other employees or agencies, the house has been rented to a private tenant. At the August 5, 2025 meeting, the District Board of Directors adopted Resolution 25-05 declaring certain District properties as “Exempt Surplus” status under the state’s Surplus Lands Act (SLA), including the subject property.

Surplus Lands Act Requirements

There are several exemptions allowed in the SLA for surplus lands, and two SLA exemptions apply to the subject property: “Small Surplus Land Parcels” for any parcel smaller than ½ acre; and “Land Transferred to a Community Land Trust¹”. After the Board’s adoption of Resolution 25-05, staff filed an exemption status request with the state Department of Housing and Community Development (HCD) on August 11, 2025 in accordance with SLA procedures. Because the subject property is in the state Coastal Zone (along with 5 other surplus properties), additional notification was required under the SLA. This notice was released by staff on August 27, 2025 and allowed for a 60-day period for eligible agencies² to express interest in the property. On October 27th, the 60-day period expired, and no interest was received. On November 18, 2025, HCD sent the District a notification confirming the exempt surplus status and therefore subject property is eligible for disposition under the SLA (see Attachment 1).

¹ The SLA allows for sale, lease or transfer to a Community Land Trust under this exemption category.

² The SLA requires notification in this case to any park or recreation department of the county; and to the Natural Resources Agency.

Offer to Purchase

District staff have been in contact with the Community Land Trust Association of West Marin (CLAM) about the subject property since August. After receiving direction from the Board at the October 7 Meeting regarding a potential sale, negotiations were held with CLAM regarding the purchase of the property. On November 20, a formal offer was received from CLAM staff as approved by their Board of Trustees. The purchase offer received from CLAM is summarized below:

- Sale Price = \$800,000
- Downpayment Amount = \$160,000 (20% of sale price)
- District-financing over a 3-year period (*using a 10-year amortization payment schedule*) at 4% interest rate, resulting in:
 - \$6,479.69 monthly payments
 - Balloon payment of \$474,049.36 at the end of year 3
- Distract financing to be secured by a first position Deed of Trust
- No buyer contingencies.

CLAM's offer is presented using standard California Association of Realtors (CAR) forms (see Attachments 2, 3, and 4). The offer and the associated CAR forms have been reviewed by District Special Counsel. The purchase offer from CLAM is acceptable to Staff.

Right of First Refusal Agreement

Associated with the property sale, a Right of First Refusal (ROFR) agreement was developed by District Special Counsel and reviewed by CLAM. The ROFR grants the District, along with other public agencies that provide critical services to the local community, the right of first refusal to lease the Giacomini Road property when it becomes available after a 10-year period³. Under the agreement, CLAM may elect to offer the same provision for other CLAM owned properties. A copy of the ROFR agreement is provided as Attachment 5.

RECOMMENDATION

That the Board authorizes the General Manager to execute the purchase agreement with CLAM, including associated CAR forms; and approves the Board President to execute the Right of First Refusal Agreement with CLAM.

ATTACHMENTS:

1. State Department of Housing and Community Development Findings Letter
2. Residential Purchase Agreement (and Real Estate Agency Relationship) Form
3. Seller Financing Addendum and Disclosure Form
4. Buyer Contingency Form
5. Right of Frist Refusal Agreement

³ It's staff's understanding that displaced ranch families from the Point Reyes National Seashore are a first priority for the subject property.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

651 Bannan Street, Suite 400, Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



November 18, 2025

Anthony "Tony" Williams, P.E., General Manager
North Marin Water District
999 Rush Creek Place
Novato, CA 94948-0146

SENT VIA EMAIL TO: twilliams@nmwd.com

Dear Tony Williams:

RE: North Marin Water District - APNs 153-064-07, 150-542-01, 150-581-26, 160-020-07, 143-160-31, 114-300-02, 114-300-03, 114-150-54, 114-100-60, 114-111-41, and 119-270-04 - Surplus Land Act Findings Letter

Thank you for notifying the California Department of Housing and Community Development (HCD) of the North Marin Water District's (District) determination of eleven parcel located within the City of Novato (City) or western Marin County, with Assessor's Parcel Numbers (APNs) 153-064-07, 150-542-01, 150-581-26, 160-020-07, 143-160-31, 114-300-02, 114-300-03, 114-150-54, 114-100-60, 114-111-41, and 119-270-04 (collectively, Properties), as "exempt surplus land." Your complete documentation was received on October 28, 2025.

HCD reviewed Resolution No. 25-05 (Resolution) and the District's supporting responses pursuant to Section 400 of the Surplus Land Act Guidelines. As explained below, HCD finds that the Properties qualify as "exempt surplus land" under Government Code section 54221, subdivisions (f)(1)(B), (f)(1)(C) and (f)(1)(D).

Analysis

According to the Resolution adopted on August 5, 2025, the District has declared the Properties as "exempt surplus land," pursuant to the following:

Small Surplus Land

As provided in Government Code section 54221, subdivision, (f)(1)(B), “exempt surplus land” includes “[s]urplus land that is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes.”

The Resolution identifies seven parcels that range in size from 0.06 acre to 0.29 acre, and include the following APNs: 153-064-07, 150-581-26, 114-300-03, 114-150-54, 114-100-60, 114-111-41, and 119-270-04. In addition to being less than one-half acre in size, the District confirmed on August 20, 2025, that none of the parcels are contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes.

Exchange of Surplus Land

Government Code section 54221, subdivision, (f)(1)(C), provides that “exempt surplus land” includes “[s]urplus land that a local agency is exchanging for another property necessary for the agency’s use. [Property] may include easements necessary for the agency’s use.”

The Resolution identifies two parcels, APNs 160-020-07 and 143-160-31, that will be conveyed to the County of Marin, Parks Department (County). The County intends to use and integrate the parcels with the surrounding County-owned open space lands. In exchange, the District will receive one County-owned parcel, APN 125-100-14, for its use with the adjacent Stafford Water Treatment Plant operations.

Local Agency to Agency Transfer of Surplus Land

Pursuant to Government Code section 54221, subdivision, (f)(1)(D), “exempt surplus land” includes “[s]urplus land that a local agency is transferring to another local, state, or federal agency, or to a third-party intermediary for future dedication for the receiving agency’s use, or to a federally recognized California Indian tribe. If the surplus land is transferred to a third-party intermediary, the receiving agency’s use must be contained in a legally binding agreement at the time of transfer to the third-party intermediary.”

The Resolution identifies two parcels for transfer to another agency. The District intends to transfer one parcel, APN 114-300-02, to the National Park Service, for the receiving agency’s use with the adjacent Point Reyes National Seashore forest lands. The District is also considering transferring another parcel, APN 150-542-01, to the City, another local agency, for the City’s use as an ingress and egress point to the adjacent, City-owned open space lands.

Written Notice of Availability for Open-Space Purposes

On August 20, 2025, the District confirmed that Government Code section 54221, subdivision (f)(2), applies to the Properties located within the western Marin County area (APNs: 114-300-02, 114-300-03, 114-150-54, 114-100-60, 114-111-41, and 119-270-04). The District then issued the required written notice of availability (NOA) for open-space purposes on August 27, 2025, to the required entities under Government Code section 54222, subdivision (a). On October 28, 2025, the District confirmed that none of the required entities responded to the NOA within the 60-day notice period, thus complying with Government Code section 54221, subdivision (f)(2), for disposition of the Property.

Conclusion

If the submitted documentation and assertions by the District are complete and accurate, HCD finds that the Properties qualify as “exempt surplus land” under Government Code section 54221, subdivisions (f)(1)(B), (f)(1)(C), and (f)(1)(D). Please note that any future disposition of the Properties, as defined in Government Code section 54221, subdivision (d)(1), by the respective receiving agency, is subject to the Surplus Land Act.

If you have any questions or need additional technical assistance, please contact Linda Ly, Senior Housing Policy Specialist, at Linda.Ly@hcd.ca.gov, or submit a request via the [Surplus Land Act Portal](#).

Sincerely,

Lisa Krause

Lisa Krause
Section Chief, Surplus Land Act

cc: Eileen Mulliner, District Secretary (emulliner@nmwd.com)



**DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIP**
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/24)

☐ (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. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. 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 their 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.

Signed by: Narrod Russell Community Land Trust Association of Date 11/20/2025
736CFEE440E14A2... Date _____
☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant
☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant Date _____
Agent Coastal Marin Real Estate DRE Lic. # 01477978
Decisigned by: Ryan Rodoni Real Estate Broker (Firm)
By Ryan Rodoni DRE Lic. # 01477978 Date 11/20/2025
6844881E1032490... (Salesperson or Broker-Associate, if any)

AD REVISED 12/24 (PAGE 1 OF 2)

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



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. (p) "Buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of § 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. (a) A copy of the disclosure form specified in § 2079.16 shall be provided in a real property transaction as follows: (1) The seller's agent, if any, shall provide the disclosure form to the seller before entering into a listing agreement. (2) The buyer's agent shall provide the disclosure to the buyer as soon as practicable before the execution of a buyer-broker representation agreement and 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. (b) The agent providing the disclosure form specified in § 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in § 2079.15.

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

Seller's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> 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 seller, disclose to the buyer any confidential information obtained from the seller.

(b) A dual agent may not, without the express permission of the buyer, disclose to the seller 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) 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. (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

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 RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM RPA, Revised 6/25)

Date Prepared: November 20, 2025**1. OFFER:**

- A. **THIS IS AN OFFER FROM** Community Land Trust Association of West Marin ("Buyer").
- B. **THE PROPERTY** to be acquired is 25 Giacomini Rd, situated in Point Reyes Station (City), Marin (County), California, 94956 (Zip Code), Assessor's Parcel No(s). 119-270-04 ("Property").
(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 hereby confirmed for this transaction.

Seller's Brokerage Firm Not Applicable License Number Not Applicable
Is the broker of (check one): ☐ the Seller; or ☐ both the Buyer and Seller (Dual Agent).

Seller's Agent Not Applicable License Number Not Applicable
Is (check one): ☐ the Seller's Agent. (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).

Buyer's Brokerage Firm Coastal Marin Real Estate License Number 01477978
Is the broker of (check one): ☒ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).

Buyer's Agent Ryan Rodoni License Number 01477978
Is (check one): ☒ the Buyer's Agent (Salesperson or broker associate); or ☐ 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>\$ 800,000.00</u>	<input type="checkbox"/> All Cash
B		Close Of Escrow (COE)	<input type="checkbox"/> Days after Acceptance OR on <input checked="" type="checkbox"/> <u>12/17/2025</u> (date)	
C	33A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or <u>December 5, 2025</u> (date), at 5PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
D(1)	5A(1)	Initial Deposit Amount	<u>\$ 24,000.00</u> (<u>3.00</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or <u> </u>) business days after Acceptance by wire transfer OR <input type="checkbox"/>
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit	See attached Increased Deposit Addendum (C.A.R. Form IDA)	
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points If FHA or VA checked, Deliver list of lender required repairs	<u>\$ 640,000.00</u> (<u>80.00</u> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed <u>4.000</u> % • Buyer to pay up to <u> </u> points to obtain the rate above 17 (or <u> </u>) Days after Acceptance	Conventional or, if checked, <input type="checkbox"/> FHA (Forms FVAC/HID attached) <input type="checkbox"/> VA (Form FVAC attached) <input checked="" type="checkbox"/> Seller Financing <input type="checkbox"/> Other: <u> </u>
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	<u>\$</u> (<u> </u> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed <u> </u> % • Buyer to pay up to <u> </u> points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other: <u> </u>
E(3)	7A	Occupancy Type	Primary, or if checked, <input type="checkbox"/> Secondary <input checked="" type="checkbox"/> Investment	
F	5D	Balance of Down Payment	<u>\$ 136,000.00</u>	
		PURCHASE PRICE TOTAL	<u>\$ 800,000.00</u>	

© 2025, California Association of REALTORS®, Inc.

RPA REVISED 6/25 (PAGE 1 OF 17)

Buyer's Initials

Initial
JR

Seller's Initials

**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 1 OF 17)**Coastal Marin Real Estate, 11100 State Rt 1, P.O. Box 909 Point Reyes Station CA 94956
Ryan RodoniPhone: 4152460459
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201Fax:
www.lwolf.com

25 Giacomini Rd

G SELLER PAYMENT TO COVER BUYER EXPENSES AND COSTS				
G(1)	5E	<input type="checkbox"/> Seller Credit to Buyer	\$ _____	For closing costs
G(2)		ADDITIONAL SELLER CREDIT TERMS (does not include buyer broker compensation): _____		
G(3)	18A	<input type="checkbox"/> Seller Payment to Compensate Buyer's Broker	Seller agrees to pay Buyer's Broker, out of transaction proceeds, _____ % of the final purchase price AND, if applicable \$ _____ OR, if checked <input type="checkbox"/> \$ _____.	
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
I	Intentionally Left Blank			
J	16	Final Verification of Condition	5 (or _____) Days prior to COE	
K	23	Assignment Request	17 (or _____) Days after Acceptance	
L		CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED
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, 12	Investigation of Property Informational Access to Property Buyer's right to access the Property for informational purposes is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.	17 (or _____) Days after Acceptance 17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(8) 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 8I . <input checked="" type="checkbox"/> CR-B attached
L(4)	8D	Insurance	17 (or _____) Days after Acceptance	
L(5)	8E, 14A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 13A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11L	Common Interest Disclosures Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6)	Review of leased or liened items (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8K	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		
M		Possession	Time for Performance	Additional Terms
M(1)		Time of Possession	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2)	7D	Seller Occupied or Vacant units	COE date or, if checked below, <input type="checkbox"/> _____ days after COE (29 or fewer days) <input type="checkbox"/> _____ days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
M(3)	4A, 7A	Occupied units by tenants or anyone other than the Seller	<input type="checkbox"/> Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached	See 7A if TOPA is not attached.
N		Documents/Fees/Compliance	Time for Performance	
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after Delivery	
N(3)	11L(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	32	Evidence of representative authority	3 Days after Acceptance	
O	Intentionally Left Blank			

Date: **November 20, 2025**

P Items Included and Excluded				
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input checked="" type="checkbox"/> Stove(s), oven(s), stove/oven combo(s); <input checked="" type="checkbox"/> Refrigerator(s); <input type="checkbox"/> Wine Refrigerator(s); <input checked="" type="checkbox"/> Washer(s); <input checked="" type="checkbox"/> Dryer(s); <input checked="" type="checkbox"/> Dishwasher(s); <input checked="" type="checkbox"/> Microwave(s); Additional Items Included: <input type="checkbox"/> _____ </div> <div style="width: 30%;"> <input type="checkbox"/> Video doorbell(s); <input type="checkbox"/> Security camera equipment; <input type="checkbox"/> Security system(s)/alarm(s), other than separate video doorbell and camera equipment; <input type="checkbox"/> Smart home control devices; <input type="checkbox"/> Wall mounted brackets for video or audio equipment; <input type="checkbox"/> _____ <input type="checkbox"/> _____ </div> <div style="width: 30%;"> <input type="checkbox"/> Above-ground pool(s) / <input type="checkbox"/> spa(s); <input checked="" type="checkbox"/> Bathroom mirrors, unless excluded below; <input type="checkbox"/> Electric car charging systems and stations; <input type="checkbox"/> Potted trees/shrubs; <input type="checkbox"/> _____ <input type="checkbox"/> _____ </div> </div>		
P(2)		Excluded Items: <input type="checkbox"/> _____; <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)	10A, 11A	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	<input type="checkbox"/> Environmental <input type="checkbox"/> Other _____
			<input checked="" type="checkbox"/> Provided by: JCP-LGS Disclosures or equal	
Q(2)		Optional Wildfire Disclosure Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
			Provided by: _____	
Q(3)		(A) _____ Report (B) _____ Report	<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(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(5)	10A 10B(2)	Government Required Point of Sale inspections, reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(6)	10B(2)	Government Required Point of Sale corrective/remedial actions	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(7)	19B	Escrow Fee	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	<input type="checkbox"/> Each to pay their own fees
			Escrow Holder: Fidelity National Title Company	
Q(8)	13	Owner's title insurance policy	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
			Title Co. (if different from Escrow Holder): _____	
Q(9)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(10)		County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(11)		City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(12)	11L(2)	HOA fee for preparing disclosures	Seller	
Q(13)		HOA certification fee	Buyer	
Q(14)		HOA transfer fees	<input type="checkbox"/> Buyer <input 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(15)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____	
Q(16)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(17)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(18)	10C	Home warranty plan chosen by Buyer. Coverage includes, but is not limited to: _____ _____	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ Issued by: _____ <input checked="" type="checkbox"/> Buyer waives home warranty plan	If Seller or Both checked, Seller's cost not to exceed \$ _____.
R	OTHER TERMS: _____ _____ _____			

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:

- ☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA) (Should be checked whether current tenants will remain or not.)
☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
☐ Manufactured Home Purchase Addendum (C.A.R. Form MH-PA)
☐ Tenancy in Common Purchase Addendum (C.A.R. Form TIC-PA)
☐ Stock Cooperative Purchase Addendum (C.A.R. Form COOP-PA)
☐ Mixed Use Purchase Addendum (C.A.R. Form MU-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)
☐ 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 **Right of First Refusal Agreement** ☒ Other **Seller Financing Addendum (C.A.R. Form SFA)**

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 Investigation Advisory (C.A.R. Form BIA) ☒ 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)
 (Parties may also receive a privacy disclosure from their own Agent.)
☐ Wildfire Disaster Advisory (C.A.R. Form WFDA) ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
☐ Trust Advisory (C.A.R. Form TA) ☐ Probate Advisory (C.A.R. Form PA)
☐ REO Advisory (C.A.R. Form REO) ☐ Other _____
☐ Other _____

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) **RETENTION OF DEPOSIT:** Paragraph 26, 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** FHA, VA, Seller Financing (C.A.R. Form SFA), 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), 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) **FHA/VA:** If FHA or VA is checked in **paragraph 3E(1)**, a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in **paragraph 3E(1)**, Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.

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. OCCUPANCY:** If Buyer intends to occupy as a primary or secondary residence (see **paragraph 3E(3)**), and unless Otherwise Agreed, such as in C.A.R. Form TOPA: (i) the unit Buyer intends to occupy shall be vacant at the time possession is delivered to Buyer, and (ii) if the Property contains more than one unit, within **3 Days** after Acceptance Buyer shall give Seller written notice of which unit Buyer intends to occupy. Occupancy may impact available financing. **Seller shall disclose to Buyer if occupied by tenants or persons other than Seller, and attach C.A.R. Form TOPA in a counter offer if not part of Buyer's offer.**
- 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; (iii) Except as specified in **paragraph 9C**, Seller is not responsible to repair any holes left after the removal of any wall hangings (such as pictures and mirrors), brackets, nails or other fastening devices; and (iv) 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.
- 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 REMAINING IN POSSESSION AFTER CLOSE OF ESCROW:** If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed: The Parties are advised to (i) consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (ii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties. Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- E. At Close Of Escrow:** (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.
- F. 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, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, 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 Homeowners' 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-B 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-B 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 29** for additional information.

- C. INVESTIGATION OF PROPERTY:** This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property. See **paragraph 12**.
- D. INSURANCE:** This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.
- E. REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 14A**.

F. TITLE:

- (1) This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 13G** 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.

G. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11L** ("CI Disclosures").

H. 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(6)**, is, as specified in **paragraph 3L(8)**, 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(8)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lienied items.

I. 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.**

J. 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 Seller Documents 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.

K. 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(9)**.

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 home 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) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not checked in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3P, if currently existing at the time of Acceptance.**

Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in **paragraph 3P(2)** or excluded by Seller in a counter offer.

- (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not.
- (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
- (5) Non-Dedicated Devices: If checked in **paragraph 3P**, all smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.
- (6) **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.

- (7) 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(6)**, 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.

- C. ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in **paragraph 3P(2)**; (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. **Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.**

10. ALLOCATION OF COSTS:

- A. INSPECTIONS, REPORTS, TESTS AND CERTIFICATES:** Paragraphs 3Q(1), (2), (3), and (5) only determine 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 3R, 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 REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:**

- (1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in **paragraph 3N(4)** and paid by the Party specified in **paragraph 3Q(4)**. If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.

- (2) **POINT OF SALE REQUIREMENTS:**

- (A) Point of sale inspections, reports and repairs 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 and paid by the Party specified in **paragraphs 3Q(5) and 3Q(6)** and any such repair, shall be completed prior to final verification of Property, unless Otherwise Agreed. Defensible space compliance shall be determined as agreed in C.A.R. Form FHDS. 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.

- (B) Buyer shall be provided, within the time specified in **paragraph 3N(1)**, unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

- (3) **REINSPECTION FEES:** If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.

- (4) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

- C. HOME WARRANTY:**

- (1) Buyer shall choose the home warranty plan and any optional coverages. Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in **paragraph 3Q(18)**. Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer and their cost.

- (2) **If Buyer waives the purchase of a home warranty plan in paragraph 3Q(18), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.**

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

- A. TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:**

- (1) Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).

- (2) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Agent.

- (3) Seller shall, within the time specified in **paragraph 3N(1)**, provide "Supplemental Disclosures" as follows: (i) unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; (ii) if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.

- (4) In the event Seller or Seller's Agent, 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 under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.**
- B. LEAD DISCLOSURES:**
- (1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").
- (2) Buyer shall, within the time specified in **paragraph 3L(3)**, have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.
- C. HOME FIRE HARDENING DISCLOSURE AND ADVISORY:** For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: (i) a home hardening disclosure required by law; and (ii) a statement of features on the Property of which Seller is aware that may make the home vulnerable to wildfire and flying embers; (iii) a list of possible low cost fire hardening retrofits identifying which ones Seller has completed; and (iv) a final inspection report regarding compliance with home fire hardening if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).
- D. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM:** For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer (i) a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and (ii) an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).
- E. WAIVER PROHIBITED:** Waiver of Statutory, Lead, and other Disclosures in **paragraphs 11A(1), 11B, 11C, and 11D** are prohibited by Law.
- F. RETURN OF SIGNED COPIES:** Buyer shall, within the time specified in **paragraph 3L(5)** OR **5 Days** after Delivery of any disclosures specified in **paragraphs 11A, B, C or D**, and defensible space addendum in **paragraph 11D**, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.
- G. TERMINATION RIGHTS:**
- (1) **Statutory and Other Disclosures:** If any disclosure specified in **paragraphs 11A, B, C, or D**, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within **3 Days** after Delivery in person, or **5 Days** after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.
- (2) **Defensible Space Compliance:** If, by the time specified in **paragraph 11F**, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.
- H. 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.
- I. 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.)
- J. 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.)
- K. 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.
- L. 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).

RPA REVISED 6/25 (PAGE 8 OF 17)

Buyer's Initials

Initial
JR

Seller's Initials



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 8 OF 17)

- (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(12)** 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.

M. 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).

N. BALCONIES, EXTERIOR STAIRWAYS AND OTHER ELEVATED ELEMENTS: For properties with any building containing 3 or more dwelling units with elevated balconies, stairways or other elements, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer the Wooden Balcony and Stairs Addendum (C.A.R. Form WBSA) and comply with its terms.

O. 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.

12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer shall, within the time specified in **paragraph 3L(3)**, 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 home 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) Any other specific inspections of the physical condition of the land and improvements.

- (2) Investigation 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 Investigation Advisory (C.A.R. Form BIA) 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(3)**, 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(3)** 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, except an appraisal received in connection with an FHA or VA loan.

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 persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. 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(8)**. 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.

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 (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's 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 "ALTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If an ALTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between an ALTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy as specified in this paragraph.

14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph 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 7A, 9B(6), 10, 11A, 11B, 11C, 11D, 11H, 11K, 11L, 11M, 11N, 11O, 13A, 13D, and 32.**

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(6)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11.**

(2) Buyer may, within the time specified in **paragraph 3L(3)**, 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 but there may be a right to terminate for a subsequent or amended disclosure under **paragraph 11G.**

(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 14C**, 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 contingency is Delivered to Seller before Seller cancels, Seller may not cancel this Agreement based on that contingency pursuant to **paragraph 14C(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 a notice of FHA or VA costs or terms, if any, as specified by **paragraph 5C(4)** (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; (v) Deliver a letter as required by **paragraph 6B**; (vi) In writing assume or accept leases or liens specified in **paragraph 8H**; (vii) Return Statutory and Other Disclosures as required by **paragraph 11F**; (viii) Cooperate with the title company's effort to comply with the GTO as required by **paragraph 13E**; (ix) Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 26**; (x) Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 32**; or (xi) 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 incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.

(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 incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Buyer's cancellation.

(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 14**, except for Close of Escrow which shall be Delivered under the terms of **paragraph 14G**, whether or not the Scheduled Performance Day falls on a Saturday, 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 above timeframe, 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.**
- 15. 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.
- 16. 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).
- 17. 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 to third parties, 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.
- 18. BROKERS AND AGENTS:**
- A. COMPENSATION:**
- (1) **Broker 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. The amount of compensation, if a percentage, will be based on the final purchase price. Buyer is advised that Buyer's Broker should not receive compensation from any source in excess of the amount in the buyer representation agreement. 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.
- (2) **Third party beneficiary:** Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this Agreement and may pursue Seller for failure to pay the amount specified in this Agreement.

- 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.
- 19. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. ESCROW INSTRUCTION PARAGRAPHS:** 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, 3R, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10C, 11H, 11L(2), 13 (except 13D), 14H, 17, 18A, 19, 23, 25, 31, 32, 33, and 34.** 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. ESCROW HOLDER GENERAL PROVISIONS:** 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, 10, 11,** or elsewhere in this Agreement.
- C. COPIES; STATEMENT OF INFORMATION; TAX WITHHOLDING INSTRUCTIONS:** 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 11H**, 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 11H**.
- D. BROKER COMPENSATION:**
- (1) **PAYMENT:** Agents are not a party to the escrow, except for Brokers for the sole purpose of compensation pursuant to **paragraph 18A**. If a Copy of the separate compensation agreement(s), including if applicable **paragraph 3G(3)** of this Agreement, 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). Buyer's obligation to pay Buyer's Broker shall be offset by any amount that Seller pays Buyer's Broker. Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 18A**, 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.
- (2) **COMPENSATION DISCLOSURE:** Escrow Holder shall provide to Buyer a closing statement or other written documentation disclosing the amount of compensation paid to Buyer's Broker. Escrow Holder shall provide to Seller a closing statement or other written documentation disclosing: (i) the amount of compensation paid to Seller's Broker; and (ii) if applicable pursuant to **paragraph 3G(3)** or other mutual instruction of the parties, the amount paid by Seller for Buyer's Broker compensation. Escrow Holder's obligation pursuant to **paragraph 19D**, is not intended to alter any preexisting practice of Escrow Holder to issue, as applicable, joint or separate closing statements. Escrow Holder's obligation pursuant to **paragraph 19D** is independent of, but may be satisfied by, any closing statement mandated by Buyer's lender.
- E. INVOICES:** 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. VERIFICATION OF DEPOSIT:** Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraphs 5A(1) and C.A.R. Form IDA**. 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. DELIVERY OF AMENDMENTS:** 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.
- 20. 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.
- 21. 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 input 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.
- 22. 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 27A**.



23. 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.

24. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

25. 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, 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 is 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.
- 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 recipient 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 33** or **paragraph 34**.
- 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.

26. LIQUIDATED DAMAGES (By initialing in the space below, you are agreeing to Liquidated Damages):
If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. 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 JR / _____

Seller's Initials _____ / _____

27. 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 28B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 28C; and (iii) Agent's rights and obligations are further specified in paragraph 28D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

28. 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 residential 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 JR / _____

Seller's Initials _____ / _____



29. 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.

30. 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.

31. 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.**

32. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 33 or 34** 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, within **3 Days** after Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

33. 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) **Non-Individual (entity) Buyers:** One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** 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 #): **Community Land Trust Association of West Marin, a California nonprofit public benefit corporation**

(3) **Contractual Identity of Buyer:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a 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: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 32** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: **Jarrod Russell**

C. The RPA 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):

(Signature) By, **Jarrod Russell** Date: **11/20/2025**

Printed name of BUYER: **Community Land Trust Association of West Marin**

☒ Printed Name of Legally Authorized Signer: **Jarrod Russell** Title, if applicable, **Executive Director**

(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).



34. 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) **Non-Individual (entity) Sellers:** One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** 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 #): North Marin Water District, a public agency

(3) **Contractual Identity of Seller:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a 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: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer:**

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 32** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: Tony Williams

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

D. SELLER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of SELLER: North Marin Water District

☒ Printed Name of Legally Authorized Signer: Tony Williams Title, if applicable, General Manager

(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

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
PROCEED TO NEXT PAGE**

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 Coastal Marin Real Estate DRE Lic. # 01477978
By Ryan Rodoni Ryan Rodoni DRE Lic. # 01477978 Date 11/20/2025
By 6844881E1032490... DRE Lic. # _____ Date _____
Address 11100 State Rt 1, P.O. Box 909 City Point Reyes Station State CA Zip 94956
Email ryanrodoni@coastalmarin.com Phone # _____
☐ 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 Not Applicable DRE Lic. # Not Applicable
By _____ Not Applicable DRE Lic. # Not Applicable Date _____
By _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Email _____ Phone # _____
☐ 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 JR / _____ 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 19** 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).
Agent or Seller Initials





FEDERAL REPORTING REQUIREMENT PURCHASE ADDENDUM

(C.A.R. Form FRR-PA, 10/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement ("Agreement"), dated 11/20/2025, on property known as 25 Giacomini Rd, Point Reyes Station, CA 94956, ("Property") in which North Marin Water District is referred to as ("Seller") and Community Land Trust Association of West Marin is referred to as ("Buyer").

This addendum is to be used with a: (i) Residential Purchase Agreement (C.A.R. Form RPA); (ii) New Construction Purchase Agreement (C.A.R. Form NCPA); (iii) Vacant Land Purchase Agreement, if the Property will be improved with a residential dwelling with one to four units (C.A.R. Form VLPA); (iv) Residential Income Purchase Agreement (C.A.R. Form RIPA), where the income property contains one to four units; or (v) Residential Units Purchase Addendum (C.A.R. Form RU-PA), where the mixed-use property contains one to four residential units.

1. **FEDERAL REPORTING OBLIGATION:** Pursuant to rules issued by the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury ("Treasury"), beginning December 1, 2025, a "Reporting Person" (typically the escrow or title company responsible for closing) is required to collect, and report to the Treasury, certain information about the Buyer and Seller in the sale of certain real property for the purpose of preventing money laundering. Originally scheduled to take effect December 1, 2025, the reporting requirements have been delayed to March 1, 2026. The Reporting Person may require the needed information from Buyer and Seller for applicable transactions for which an offer was accepted prior to March 1, 2026, if there is a possibility the transaction will close escrow on or after the March 1, 2026, implementation date even if scheduled to close escrow prior to that date.
2. **CONDITIONS FOR WHICH THE REPORTING OBLIGATIONS APPLY:** The collection and reporting obligations apply if: (i) the property being purchased is real property with one to four residential units or vacant land for which the transferee intends to build residential real property with one to four units, or shares in a cooperative housing corporation; (ii) the buyer is a legal entity or trust; and (iii) the buyer is making an "all-cash" purchase or financing the purchase through a bank or other institution that does not have an independent money laundering reporting obligation.
3. **REQUIRED REPORTING INFORMATION:** The following is a non-exclusive list of the "persons" from whom the Reporting Person is required to collect information as well as the type of information to be collected.
 - A. **Buyers:** Entity Buyers, Beneficial Owners of Entity Buyers, Signing Parties of Entity Buyers, Trust Buyers, Entity Trustee of Trust Buyers, and Individual trustees and beneficial owners of Trust Buyers;
 - B. **Sellers:** Individual sellers, Entity sellers, Trust Sellers, Individual and entity trustees of Trust Sellers;
 - C. **Information to be collected:** Legal names, dates of birth, dates of execution of trusts, addresses, dbas, citizenship (for trustees or beneficial owners of trust buyers) taxpayer identification numbers ("TIN"), and, if applicable, account number and financial institution name from which payment is made.
4. **DELIVERY OF REQUIRED INFORMATION:**
 - A. Buyer and Seller shall, within **7 Days** after receiving a request for FinCEN information from the Reporting Person for the transaction, deliver to the Reporting Person all necessary information to satisfy the reporting requirements.
 - B. Buyer and Seller agree to make a good faith effort to acquire such information from any entity, beneficial owner, trustee or signing party that is not Buyer or Seller.
5. **CONSEQUENCES OF FAILURE TO PROVIDE REQUESTED INFORMATION:**
 - A. The Reporting Person will not close escrow if the requested information is not provided in full, regardless of whether due from Buyer or Seller or another person on their behalf;
 - B. Any Buyer or Seller who fails to provide the requested information for themselves may be in breach of contract.
 - C. If the Reporting Person requires information from a related third party such as an entity, beneficial owner, signing party, or trustee, and the Reporting Person notifies a Buyer or Seller that the other has failed to provide such information, the performing Buyer or Seller may cancel after first giving the non-performing Buyer or Seller a notice to perform.

By signing below, Buyer and Seller acknowledge that each has read, understands, has received a copy of, and agrees to the terms of this Federal Reporting Requirement Purchase Addendum.

Signed by:			
Buyer	<u>Jarrod Russell</u>	<u>Community Land Trust Association of West Marin</u>	Date <u>11/20/2025</u>
Buyer	<u>736CFEE440E14A2...</u>		Date _____
Seller		<u>North Marin Water District</u>	Date _____
Seller			Date _____

© 2025, 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®

FRR-PA 10/25 (PAGE 1 OF 1)



FEDERAL REPORTING REQUIREMENT PURCHASE ADDENDUM (FRR-PA PAGE 1 OF 1)



BUYER'S INVESTIGATION ADVISORY (C.A.R. Form BIA, Revised 6/25)

1. **IMPORTANCE OF PROPERTY INVESTIGATION:** Unless otherwise specified in the Agreement, the physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A Broker's inspection is a limited visual inspection (see C.A.R. Form AVID), and a Broker is not qualified to conduct the investigations listed below nor will Broker conduct the investigations checked below by Buyer. For these reasons, you should conduct thorough inspections, investigations, tests, surveys and other studies (Inspections and Investigations) of the Property personally and with appropriate professionals (see C.A.R. Form SBSA), who should provide written reports of their Inspections. 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 any professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
2. **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to other professionals, Broker does not guarantee their performance.
3. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
 - A. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
 - B. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
 - C. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
 - D. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
 - E. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
 - F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
 - G. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
 - H. **FIRE, HAZARD, AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and insurance contingencies.
 - I. **BUILDING PERMITS, ZONING, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/mailling address and zip code may not accurately reflect the city which has jurisdiction over the Property.
 - J. **RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Dead bolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
 - K. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
 - L. **UTILITIES; SEWER; INTERNET:** Availability of gas, electric, water, sewer, garbage, internet and other services. The provider and quality of service may vary by location.
 - M. **SOLAR POWER SYSTEM:** The existence of a solar power system; whether it is owned, leased, financed, or otherwise subject to obligations, such as a power purchase agreement or maintenance agreement; the condition of and costs associated with the system.



N. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyer acknowledges that they have received a copy of this Buyer Investigation Advisory, and they have read and understand its terms. Buyer is encouraged to read it carefully.

Signed by: Jarrod Russell Community Land Trust Association of West Marin Date 11/20/2025
736CFEE440E14A2...
Buyer _____ Date _____

© 2025, 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®

BIA REVISED 6/25 (PAGE 2 OF 2)



BUYER'S INVESTIGATION ADVISORY (BIA PAGE 2 OF 2)



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

(C.A.R. Form PRBS, Revised 6/25)

1. BROKER AGENCY RELATIONSHIP WITH MULTIPLE PRINCIPALS: A real estate broker ("Brokerage"), whether a corporation, partnership or sole proprietorship, may legally represent more than one buyer or seller. This multiple representation can occur through a sole proprietor Brokerage; or through a salesperson or broker acting under the Brokerage's license ("Associate Licensee"). Associate Licensees under a Brokerage's license may be working out of the same or different office locations, and may or may not know one another. Clients of the Brokerage may have similar goals and may compete against each other for the same property or the same pool of prospective buyers. Some buyers and sellers prefer to work with individual, sole proprietor brokerages, some with brokerages that have multiple licensees, and others with large brokerage companies that have multiple offices and may have a regional, statewide or a national or international presence. Each has its own advantages. It is important for buyers and sellers to understand how the Brokerage representation of multiple buyers or sellers may impact them under various situations.

A. MULTIPLE BUYERS: Brokerage (individually or through any of its Associate Licensees) may work 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 by the Brokerage. Whether Brokerage is large or small, it is possible that one Associate-Licensee (agent 1) working with a buyer may not be aware that another Associate-Licensee (agent 2) is working with a different buyer who is interested in viewing or making an offer on the same property as agent 1's client, and vice-versa. Brokerage will not limit or restrict any buyer from making an offer on any specific property, whether or not the Brokerage represents other buyers interested in the same property.

B. MULTIPLE SELLERS: Brokerage (individually or through its Associate Licensees) may have listings on many properties at the same time. As a result, Brokerage 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 Brokerage and some may not. Brokerage will market all listed properties to all prospective buyers, whether or not Brokerage has other listed properties that may appeal to the same prospective buyers.

C. DUAL AGENCY IN A TRANSACTION: California law allows a brokerage to represent both a buyer and a seller in a transaction (Civil Code § 2079 et seq.).

(1) **Brokerage Dual Agency:** If one Associate-Licensee from the Brokerage is working with a buyer and another Associate-Licensee from the same Brokerage is working with a seller on the same transaction, the Brokerage is considered a dual agent with fiduciary duties to both buyer and seller. In that situation, each individual Associate Licensee working on the transaction is also considered a dual agent having the same knowledge and responsibility as the Brokerage.

(2) **Single Agent Dual Agency:** Another form of dual agency occurs when an individual Associate-Licensee is working with both the buyer and seller in the same transaction. In that situation, both the Brokerage company and the individual Associate-Licensee are dual agents with fiduciary duties to each side of the transaction. There is no one approach to this situation. Some brokerages allow the single agent dual agent to continue to represent both parties, as that Associate-Licensee is the chosen agent of the principal. Some brokerages recommend that the broker or an office manager get involved if there is a dispute between the buyer and seller. Some brokerages will require that the broker or an office manager assist the Associate-Licensee with one principal or the other, even if the parties do not have a dispute. Whether one of these approaches, or another, is taken in a single agent dual agency will depend on the circumstances and the brokerage policy. Regardless of the approach, the Associate-Licensee and Brokerage shall conduct activity consistent with the terms in paragraph 2C.

2. ACKNOWLEDGEMENT AND CONSENT:

A. OFFERS ARE NOT NECESSARILY CONFIDENTIAL: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer to other interested buyers and agents unless all parties and their agent have signed a written confidentiality agreement, (C.A.R. Form NDA). In the absence of a signed NDA, Buyer consents to such disclosure. 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.

B. MULTIPLE BUYERS OR SELLERS: If Seller is represented by Brokerage, Seller acknowledges that Brokerage may represent prospective buyers of Seller's property and consents to Brokerage acting as a dual agent for both Seller and buyer in that transaction. If Buyer is represented by Brokerage, Buyer acknowledges that Brokerage may represent sellers of property that Buyer is interested in acquiring and consents to Brokerage acting as a dual agent for both Buyer and seller with regard to that property.

C. DUAL AGENCY IN A TRANSACTION: In the event of dual agency, Seller and Buyer agree that: (i) 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 (ii) 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. Seller and Buyer should discuss with a dual agent the details and parameters of this requirement. Seller and/or Buyer consents to allowing Brokerage to act as a dual agent in a transaction.

PRBS REVISED 6/25 (PAGE 1 OF 2)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 2)



By signing below, Buyer and/or Seller acknowledge that each has received a copy of this Possible Representation of More Than One Buyer or Seller -- Disclosure and Consent, and each has read, understands, and agrees to its terms and consents to the agency possibilities disclosed.

Signed by: _____

Buyer Jarrod Russell Community Land Trust Association of West Marin Date 11/20/2025

Buyer 736CFEE440E14A2... _____ Date _____

Seller _____ North Marin Water District Date _____

Seller _____ Date _____

Buyer's Brokerage Firm Coastal Marin Real Estate DRE Lic # 01477978

By Ryan Rodoni DRE Lic # 01477978 Date 11/20/2025

Ryan Rodoni

Seller's Brokerage Firm Not Applicable DRE Lic # Not Applicable

By _____ DRE Lic # Not Applicable Date _____

Not Applicable

© 2025, 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®

PRBS REVISED 6/25 (PAGE 2 OF 2)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 2 OF 2)

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

25 Giacomini Rd





FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

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 (and race traits)	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 or Intersectionality

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
- Real estate licensees
- Mobilehome parks
- Insurance companies
- Landlords/Housing Providers
- Real estate brokerage firms
- Homeowners Associations ("HOAs");
- Government housing services
- Sublessors
- Property managers
- Banks and Mortgage lenders
- 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;

© 2024, California Association of REALTORS®, Inc.

FHDA REVISED 12/24 (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*, 666 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.

Buyer/Tenant Jarrod Russell Community Land Trust Association of West Marin Date 11/20/2025

Buyer/Tenant 736CFEE440E14A2... Date _____

Seller/Housing Provider _____ North Marin Water District Date _____

Seller/Housing Provider _____ Date _____

© 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®

FHDA REVISED 12/24 (PAGE 2 OF 2)

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

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

25 Giacomini Rd





BUYER HOMEOWNERS' INSURANCE ADVISORY

(C.A.R. Form BHIA, 6/24)

- 1. IMPORTANCE OF OBTAINING PROPERTY INSURANCE:** If the property you are purchasing is destroyed or damaged due to natural disaster or accident or some other event, insurance may be available to help with the cost of repair or rebuilding. In the absence of property insurance, the homeowner would be responsible for the full expense. If the property is purchased with a loan, or refinanced, the lender will require an insurance policy protecting its interest. Insurance policies can cover damage due to one or more of the following: fire, flood, earthquake and other causes. The policy or an insurance broker should be consulted to determine when coverage applies and whether a supplement or rider can be purchased to provide additional coverage or if a separate policy is necessary.
- 2. PROPERTY INSURANCE AND PURCHASE CONTRACT TERMS:** Your real estate purchase contract may contain a contingency that gives you the right to legally cancel the agreement within a specified time if you are unable to obtain or afford property insurance. This cancellation right may be a specific contingency pertaining to insurance or may be part of an overall investigation contingency. If buyer waives or removes the applicable contingency before determining the availability and cost of property insurance, buyer is acting against the advice of broker. Additionally, if the property is part of an HOA, lenders may require and buyers will want to know that the HOA has adequate insurance to cover the areas for which the HOA is responsible.
- 3. CALIFORNIA'S PROPERTY INSURANCE MARKET:** Some insurance carriers in California have stopped issuing new property insurance policies and others are limiting the number and location of new policies, due to rising replacement costs and an increase in natural disasters. These changes may affect both the availability and cost of insurance. However, over 50 insurance carriers are admitted to sell property insurance in California so it may be possible to obtain insurance even if some carriers will not write a new policy covering the property you intend to buy. An insurance broker may also be able to find a non-admitted insurance carrier offering to insure the property you intend to buy. Because locating an affordable insurance policy could take time and effort, buyers are advised to make all insurance inquiries as early in the home buying process as possible.
- 4. INSURANCE CONDITIONS:** Many insurance carriers impose physical condition standards before issuing a policy, or reserve the right to cancel policies even after they are issued, if certain minimum standards are not confirmed in an inspection or otherwise. Physical conditions standards could include, but are not limited to, prohibition of "knob and tube" electrical wiring, requirements related to piping/plumbing materials, standards related to the age and/or quality of the roof or foundation, minimal safety standards related to handrails, tripping hazards, and defensible space requirements.
- 5. RESOURCES:** The California Department of Insurance (DOI) maintains a website addressing Residential Home insurance. Resources on this State government webpage include: (i) Top Ten tips for Finding Residential Insurance; (ii) Residential Insurance Company Contact List; (iii) Home Insurance Finder; and (iv) information on other insurance issues. The webpage also includes information on how to contact the DOI, and suggestions on what to do if you cannot find insurance. The webpage and link to other documents is located at <https://www.insurance.ca.gov/01-consumers/105-type/5-residential/index.cfm>.
- 6. BROKER RECOMMENDATION:** Buyer is advised to explore available property insurance options early in the home buying process and to consult with a qualified insurance professional of buyer's choosing to understand insurance availability and cost prior to removal of any related contingencies. Real estate brokers do not have expertise in this area.

By signing below, Buyer acknowledges that Buyer has read, understands, and has received a copy of this Buyer Homeowners' Insurance Advisory.

Buyer Jarrod Russell Community Land Trust Association of West Marin Date 11/20/2025
 Buyer 738CFEE440E14A2... Date _____

© 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®

BHIA 6/24 (PAGE 1 OF 1)



BUYER HOMEOWNERS' INSURANCE ADVISORY (BHIA PAGE 1 OF 1)

Coastal Marin Real Estate, 11100 State Rt 1, P.O. Box 909 Point Reyes Station CA 94956
 Ryan Rodoni

Phone: 4152460459 Fax: _____
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

25 Giacomini Rd



**WIRE FRAUD AND ELECTRONIC FUNDS
TRANSFER ADVISORY**
(C.A.R. Form WFA, Reviewed 6/25)

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 Housing Providers 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 Housing Provider.
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, Housing Provider, 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.

The term "Housing Provider" also includes Landlord or Rental Property Owner.

By signing below, Buyer/Tenant and Seller/Housing Provider acknowledge that each has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory, and each has read and understands its terms.

Buyer/Tenant	Signed by:  736CFEE440E14A2...	Community Land Trust Association of West Marin	Date 11/20/2025
Buyer/Tenant			Date
Seller/Housing Provider		North Marin Water District	Date
Seller/Housing Provider			Date

© 2025, 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®

WFA REVIEWED 6/25 (PAGE 1 OF 1)



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



**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. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

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 may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

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 (cppa.ca.gov/regulations/).

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

Signed by: _____ Date 11/20/2025
 Buyer/Seller/Landlord/Tenant Garrod Russell
Community Land Trust Association of West Marin
 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. 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



CCPA REVISED 12/22 (PAGE 1 OF 1)

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

Coastal Marin Real Estate, 11100 State Rt 1, P.O. Box 909 Point Reyes Station CA 94956
 Ryan Rodoni

Phone: 4152460459 Fax: _____
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

25 Giacomini Rd

SELLER FINANCING ADDENDUM AND DISCLOSURE

(California Civil Code §§ 2956-2967)

(C.A.R. Form SFA, Revised 6/22)

This is an addendum to the Purchase Agreement, OR ☐ Counter Offer No. _____, ☐ Other _____, ("Agreement"), dated November 20, 2025.

On property known as 25 Giacomini Rd, Point Reyes Station, CA 94956 ("Property"),
 between Community Land Trust Association of West Marin ("Buyer"),
 and North Marin Water District ("Seller").

Buyer and Seller are referred to as the "Parties."

PRIOR TO ENTERING INTO THIS SELLER FINANCING ADDENDUM, BUYER AND SELLER ARE ADVISED TO SEEK LEGAL AND TAX ADVICE FROM A QUALIFIED CALIFORNIA REAL ESTATE ATTORNEY AND TAX CONSULTANT

Seller agrees to extend credit to Buyer as follows:

- 1. PRINCIPAL; INTEREST; PAYMENT; MATURITY TERMS:** ☒ Principal amount \$ 640,000.00, interest at 4.000 % per annum, payable at approximately \$ 6,479.69 per ☒ month, ☐ year, or ☐ other _____, remaining principal balance due in 3 years. (Note: An interest rate of "0" or other rate below the Applicable Federal Rate may trigger a tax on the seller for the amount of interest that would have been received if the minimum Applicable Federal Rate was charged.)
- 2. LOAN APPLICATION; CREDIT REPORT:** Within 5 (or ☐) Days After Acceptance: (a) Buyer shall provide Seller a completed loan application on a form acceptable to Seller (such as a FNMA/FHLMC Uniform Residential Loan Application for residential one to four unit properties); and (b) Buyer authorizes Seller and/or Agent to obtain, at Buyer's expense, a copy of Buyer's credit report. Buyer shall provide any supporting documentation reasonably requested by Seller. Seller, after first giving Buyer a Notice to Buyer to Perform, may cancel this Agreement in writing and authorize return of Buyer's deposit if Buyer fails to provide such documents within that time, or if Seller disapproves any above item within 5 (or ☐) Days After receipt of each item.
- 3. CREDIT DOCUMENTS:** This extension of credit by Seller will be evidenced by: ☒ Note and deed of trust; ☐ All-inclusive note and deed of trust; ☐ Installment land sale contract; ☐ Lease/option (when Parties intend transfer of equitable title); OR ☐ Other (specify) _____

THE FOLLOWING TERMS APPLY ONLY IF CHECKED. SELLER IS ADVISED TO READ ALL TERMS, EVEN THOSE NOT CHECKED, TO UNDERSTAND WHAT IS OR IS NOT INCLUDED, AND, IF NOT INCLUDED, THE CONSEQUENCES THEREOF.

- ☒ **LATE CHARGE:** If any payment is not made within 15 Days After it is due, a late charge of either \$ _____, or 5.000 % of the installment due, may be charged to Buyer. **NOTE:** On single family residences that Buyer intends to occupy, California Civil Code § 2954.4(a) limits the late charge to no more than 6% of the total installment payment due and requires a grace period of no less than 10 days.
- ☒ **BALLOON PAYMENT:** The extension of credit will provide for a balloon payment, in the amount of \$ 474,049.36, plus any accrued interest, which is due on December 17, 2028 (date).
- ☐ **PREPAYMENT:** If all or part of this extension of credit is paid early, Seller may charge a prepayment penalty as follows (if applicable): _____. Caution: California Civil Code § 2954.9 contains limitations on prepayment penalties for residential one-to-four unit properties.
- ☒ **DUE ON SALE:** If any interest in the Property is sold or otherwise transferred, Seller has the option to require immediate payment of the entire unpaid principal balance, plus any accrued interest.
- ☐ **REQUEST FOR COPY OF NOTICE OF DEFAULT:** (Note: Only applicable if seller is financing a loan secured by a second or junior lien.) A request for a copy of Notice of Default as defined in California Civil Code § 2924b will be recorded and recording fees paid for by Buyer, ☐ Seller. If Not, Seller is advised to consider recording a Request for Notice of Default.
- ☐ **REQUEST FOR NOTICE OF DELINQUENCY:** (Note: Only applicable if seller is financing a loan secured by a second or junior lien. Statutory request for notice of delinquency is only valid for 5 years but may be renewed.) A request for Notice of Delinquency, as defined in California Civil Code § 2924e, to be signed, recorded and sent to senior lienholders, and recording and statutory lienholder fees paid for by Buyer, ☐ Seller will be made to senior lienholders. **If not**, Seller is advised to consider making a Request for Notice of Delinquency. Seller is advised to check with senior lienholders to verify whether they will honor this request.
- ☐ **TAX SERVICE:**
 - A.** If property taxes on the Property become delinquent, tax service will be arranged to report to Seller. **If not**, Seller is advised to consider retaining a tax service, or to otherwise determine that property taxes are paid.
 - B.** ☐ Buyer, ☐ Seller, shall be responsible for the initial and continued retention of, and payment for, such tax service.
- ☒ **TITLE INSURANCE:** Title insurance coverage will be provided to **both** Seller and Buyer, insuring their respective interests in the Property. **If not**, Buyer and Seller are advised to consider securing such title insurance coverage.
- ☒ **HAZARD INSURANCE:** (Note: Not applicable to vacant land unless insurable structures are on the land.)
 - A.** The Parties' escrow holder or insurance carrier will be directed to include a loss payee endorsement, adding Seller to the Property insurance policy. If not, Seller is advised to secure such an endorsement, or acquire a separate insurance policy.
 - B.** Property insurance **does not** include earthquake or flood insurance coverage, unless checked:

☐ Earthquake insurance will be obtained; ☐ Flood insurance will be obtained.
- ☐ **PROCEEDS TO BUYER:** Buyer will receive cash proceeds at the close of the sale transaction. The amount received will be approximately \$ _____, from _____ (indicate source of proceeds). Buyer represents that the purpose of such disbursement is as follows: _____.

*(For Paragraphs 8-10) In order to receive timely and continued notification, Seller is advised to record appropriate notices and/or to notify appropriate parties of any change in Seller's address.

© 2022, California Association of REALTORS®, Inc.

SFA REVISED 6/22 (PAGE 1 OF 4)

Buyer's Initials

JR

Seller's Initials

/

SELLER FINANCING ADDENDUM AND DISCLOSURE (SFA PAGE 1 OF 4)



Property Address: **25 Giacomini Rd, Point Reyes Station, CA 94956**

Date: _____

14. ☐ **NEGATIVE AMORTIZATION; DEFERRED INTEREST:** Negative amortization results when Buyer's periodic payments are less than the amount of interest earned on the obligation. Deferred interest also results when the obligation does not require periodic payments for a period of time. In either case, interest is not payable as it accrues. This accrued interest will have to be paid by Buyer at a later time, and may result in Buyer owing more on the obligation than at its origination. The credit being extended to Buyer by Seller will provide for negative amortization or deferred interest as indicated below. (Check A, B, or C. CHECK ONE ONLY.)

- ☐ A. All negative amortization or deferred interest shall be added to the principal _____ (e.g., annually, monthly, etc.), and thereafter shall bear interest at the rate specified in the credit documents (compound interest);
- OR ☐ B. All deferred interest shall be due and payable, along with principal, at maturity;
- OR ☐ C. Other _____

15. ☐ **ALL-INCLUSIVE DEED OF TRUST; REAL PROPERTY SALES CONTRACT (INSTALLMENT LAND SALE CONTRACT):** This transaction involves the use of an all-inclusive (or wraparound) deed of trust or an real property sales contract. That deed of trust or contract shall provide as follows:

- A. In the event of an acceleration of any senior encumbrance, the party responsible for payment, or for legal defense is: ☐ Buyer ☐ Seller; OR ☐ is not specified in the credit or security documents.
- B. In the event of the prepayment of a senior encumbrance, the responsibilities and rights of Buyer and Seller regarding refinancing, prepayment penalties, and any prepayment discounts are: _____; OR ☐ are not specified in the documents evidencing credit.
- C. Buyer will make periodic payments to _____ (Seller, collection agent, or any neutral third party), who will be responsible for disbursing payments to the payee(s) on the senior encumbrance(s) and to Seller. NOTE: The Parties are advised to designate a neutral third party for these purposes.

16. ☒ **TAX IDENTIFICATION NUMBERS:** Buyer and Seller shall each provide to each other, through escrow if used, their Social Security Numbers or Taxpayer Identification Numbers. (Note: This information is necessary to report interest paid and received. Escrow will exchange the information on close of escrow.)

17. ☐ **OTHER CREDIT TERMS, CONDITIONS, AND ADDENDA** _____

18. ☐ **RECORDING:** The documents evidencing credit (**paragraph 3**) will be recorded with the county recorder where the Property is located, and recording fees paid for by Buyer, ☐ Seller. If not, Buyer and Seller are advised that their respective interests in the Property may be jeopardized by intervening liens, judgments, encumbrances, or subsequent transfers.

19. ☐ **JUNIOR FINANCING:** There will be additional financing, secured by the Property, junior to this Seller financing. Explain: _____

20. **SENIOR LOANS AND ENCUMBRANCES:** The following information is provided on loans and/or encumbrances that will be senior to Seller financing. NOTE: The following are estimates, unless otherwise marked with an asterisk (*). If checked: ☐ A separate sheet with information on additional senior loans/encumbrances is attached.

Lender/Service Name: _____

Loan Number: _____

	1st	2nd
A. Original Balance	\$ _____	\$ _____
B. Current Balance	\$ _____	\$ _____
C. Periodic Payment (e.g. \$100/month):	\$ _____	\$ _____ / _____
Including Impounds of:	\$ _____	\$ _____ / _____
D. Interest Rate (per annum)	_____ %	_____ %
E. Fixed or Variable Rate:	_____	_____
If Variable Rate: Lifetime Cap (Ceiling)	_____	_____
Indicator (Underlying Index)	_____	_____
Margins	_____	_____
F. Maturity Date	_____	_____
G. Amount of Balloon Payment	\$ _____	\$ _____
H. Date Balloon Payment Due	_____	_____
I. Potential for Negative Amortization? (Yes, No, or Unknown)	_____	_____
J. Due on Sale? (Yes, No, or Unknown)	_____	_____
K. Pre-payment penalty? (Yes, No, or Unknown)	_____	_____
L. Are payments current? (Yes, No, or Unknown)	_____	_____

21. **BUYER'S CREDITWORTHINESS:** (CHECK EITHER A OR B. Do not check both.) In addition to the loan application, credit report and other information requested under **paragraph 2**:

- A. ☐ No other disclosure concerning Buyer's creditworthiness has been made to Seller;
- OR B. ☐ The following representations concerning Buyer's creditworthiness are made by Buyer(s) to Seller:

Borrower

1. Occupation _____
2. Employer _____
3. Length of Employment _____
4. Monthly Gross Income _____
5. Other _____

Co-Borrower

1. Occupation _____
2. Employer _____
3. Length of Employment _____
4. Monthly Gross Income _____
5. Other _____

SFA REVISED 6/22 (PAGE 2 OF 4)

Buyer's Initials

JK

Seller's Initials

SELLER FINANCING ADDENDUM AND DISCLOSURE (SFA PAGE 2 OF 4)

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

25 Giacomini Rd



Property Address: 25 Giacomini Rd, Point Reyes Station, CA 94956

Date: _____

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

23. CAUTION:

- A.** If the Seller financing requires a balloon payment, Seller shall give Buyer written notice, according to the terms of Civil Code § 2966, at least 90 and not more than 150 days before the balloon payment is due if the transaction is for the purchase of a dwelling for not more than four families.
- B.** If **any** obligation secured by the Property calls for a balloon payment, Seller and Buyer are aware that refinancing of the balloon payment at maturity may be difficult or impossible, depending on conditions in the conventional mortgage marketplace at that time. There are no assurances that new financing or a loan extension will be available when the balloon prepayment, or any prepayment, is due.
- C.** If **any** of the existing or proposed loans or extensions of credit would require refinancing as a result of a lack of full amortization, such refinancing might be difficult or impossible in the conventional mortgage marketplace.
- D.** In the event of default by Buyer: (1) Seller may have to reinstate and/or make monthly payments on any and all senior encumbrances (including real property taxes) in order to protect Seller's secured interest; (2) Seller's rights are generally limited to foreclosure on the Property, pursuant to California Code of Civil Procedure § 580b; and (3) the Property may lack sufficient equity to protect Seller's interests if the Property decreases in value.

If this four-page Addendum and Disclosure is used in a transaction for the purchase of a dwelling for not more than four families, it shall be prepared by an Arranger of Credit as defined in California Civil Code § 2957(a). (The Arranger of Credit is usually the agent who obtained the offer.)

Coastal Marin Real Estate

Arranger of Credit - (Print Firm Name)

DocuSigned by:

Ryan Rodoni

11/20/2025

By Ryan Rodoni

Date

Address 11100 State Route One, PO Box 909City Point Reyes StationState CA Zip 94956Phone (415)246-0459

BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT BROKERS: (A) WILL NOT PROVIDE LEGAL OR TAX ADVICE; (B) WILL NOT PROVIDE OTHER ADVICE OR INFORMATION THAT EXCEEDS THE KNOWLEDGE, EDUCATION AND EXPERIENCE REQUIRED TO OBTAIN A REAL ESTATE LICENSE; OR (C) HAVE NOT AND WILL NOT VERIFY ANY INFORMATION PROVIDED BY EITHER BUYER OR SELLER. BUYER AND SELLER AGREE THAT THEY WILL SEEK LEGAL, TAX AND OTHER DESIRED ASSISTANCE FROM APPROPRIATE PROFESSIONALS. BUYER AND SELLER ACKNOWLEDGE THAT THE INFORMATION EACH HAS PROVIDED TO THE ARRANGER OF CREDIT FOR INCLUSION IN THIS DISCLOSURE FORM IS ACCURATE. BUYER AND SELLER FURTHER ACKNOWLEDGE THAT EACH HAS RECEIVED A COMPLETED COPY OF THIS DISCLOSURE FORM.

Signed by:

Buyer

Jarrod RussellCommunity Land Trust Association of West Marin Date 11/20/2025

Buyer

Date

Seller

North Marin Water District Date

Seller

Date



IMPORTANT SELLER FINANCING DISCLOSURE - PLEASE READ CAREFULLY

The Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank) has made significant and important changes affecting seller financing on residential properties. Effective January 10, 2014, sellers who finance the purchase of residential property containing 1-4 units may be considered "loan originators" required to comply with certain Truth In Lending Act ("TILA") requirements. Even under Dodd-Frank however, the following two exemptions exist:

1. The seller finances only **ONE** property in any 12 month period and:
 - a. The seller is a natural person, a trust or an estate, and
 - b. The seller did not construct the property in the ordinary course of business, and
 - c. The financing has a fixed rate or does not adjust for the first 5 years, and
 - d. The financing does not result in negative amortization.

OR

2. The seller finances no more than **THREE** properties in any 12 month period and:
 - a. The seller is a natural person or organization (corporation, LLC, partnership, trust, estate, association, etc.), and
 - b. The seller did not construct the property in the ordinary course of business, and
 - c. The loan is fully amortized, i.e., no balloon payment, and
 - d. The financing has a fixed rate or does not adjust for the first 5 years, and
 - e. The borrower has the reasonable ability to repay the loan.

Sellers who finance the purchase of residential property containing 1-4 units meeting either of the two exemptions are not subject to the TILA requirements above may continue to, and are required by California Law to, use the Seller Financing Addendum.


Sellers who finance the purchase of residential property containing 1-4 units who do not meet either of the two tests above should still complete the Seller Finance Addendum and speak to a lawyer about other TILA disclosures that may be required.

Sellers who finance the purchase of residential property containing 5 or more units, vacant land, or commercial properties are not subject to the TILA disclosures nor are they required to use the Seller Financing Addendum.

A seller who originates a single extension of credit through a mortgage broker and additionally meets the definition of a "high-cost" mortgage under Dodd-Frank may be subject to the Truth in Lending Act's requirement to verify the borrower's ability to repay.

Buyer's Initials / Seller's Initials /

© 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® (C.A.R.). 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

SFA REVISED 6/22 (PAGE 4 OF 4)



SELLER FINANCING ADDENDUM AND DISCLOSURE (SFA PAGE 4 OF 4)

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

25 Giacomini Rd



BUYER CONTINGENCY REMOVAL No. 1

(C.A.R. Form CR-B, Revised 6/24)

In accordance with the terms and conditions of the Purchase Agreement, OR ☐ Request For Repair (C.A.R. Form RR), ☐ Response And Reply To Request For Repair (C.A.R. Form RRRR), ☐ Other _____

dated 11/20/2025 ("Agreement"),
on property known as 25 Giacomini Rd, Point Reyes Station, CA 94956 ("Property"),
between Community Land Trust Association of West Marin ("Buyer")
and North Marin Water District ("Seller").

Buyer and Seller are referred to as the "Parties."

1. **BUYER REMOVAL OF BUYER CONTINGENCIES:** With respect to any contingency and cancellation right that Buyer removes, unless Otherwise Agreed in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and, expense, if any, for Repairs, corrections, or for the inability to obtain financing. Waiver of statutory disclosures is prohibited by law.

2. **Buyer removes ONLY the following individually checked Buyer contingencies:** (Paragraph numbers refer to C.A.R. Form RPA. Applicable paragraph numbers may be different for different forms.)

A. ☐ Loan (Paragraph 3L(1) and 8A)

B. ☐ Appraisal (Paragraph 3L(2) and 8B)

C. Investigation of Property (Paragraph 3L(3), 8C, and 12)

(1) ☐ Entire Buyer's Investigation Contingency (Paragraph 12)

OR (2) ☐ Only the part of the Investigation related to inspections concerning physical attributes of the Property (Paragraph 12B(1))

OR (3) ☐ All Buyer Investigations other than the physical attributes (Paragraph 12B(2))

OR (4) ☐ Entire Buyer's Investigation Contingency, EXCEPT: ☐ Other: _____

D. ☐ Insurance (paragraph 3L(4) and 8D)

E. Review of Seller Documents:

(1) ☐ Review of All Seller Documents (Paragraph 3L(5), 8E, 9B(6), 10A, and 11)

OR (2) ☐ Review of All Seller Documents, EXCEPT:

☐ Government Reports (Paragraph 10A);

☐ Statutory and other Disclosures (Paragraph 11);

☐ Other: _____

F. ☐ Preliminary ("Title") Report (Paragraph 3L(6), 8F, and 13)

G. ☐ Common Interest (HOA or OA) Disclosures (Paragraph 3L(7), 8G and 11L)

H. ☐ Review of leased or liened items (Paragraph 3L(8), 8H, and 9B(6))

I. Sale of Buyer's Property (Paragraph 3L(9) and 8K)

☐ Entering into contract for Buyer's Property ☐ Close of Escrow on Buyer's Property

J. ☐ Other: _____

OR 3. ☐ **ALL Buyer contingencies are removed, EXCEPT:**

☐ Loan Contingency (Paragraph 3L(1) and 8A);

☐ Appraisal Contingency (Paragraph 3L(2) and 8B);

☐ Insurance (Paragraph 3L(4) and 8D)

☐ Contingency for the Close of Buyer's Property (Paragraph 3L(9) and 8K);

☐ Condominium/Planned Development (HOA) Disclosures (Paragraph 3L(7), 8G and 11L);

☐ Other: _____

OR 4. ☒ **BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES.**

5. Once all contingencies are removed, whether or not Buyer has satisfied themselves regarding all contingencies or received any information relating to those contingencies, Buyer may not be entitled to a return of Buyer's deposit if Buyer does not close escrow. This could happen even if, for example, Buyer does not approve of some aspect of the Property or lender does not approve Buyer's loan.

NOTE: If this form is attached to a Request for Repairs (C.A.R. Form RR), Seller Response and Buyer Reply to Request for Repairs (C.A.R. Form RRRR), or another form or document such as an addendum (C.A.R. Form ADM) or Amendment to Existing Agreement (C.A.R. Form AEA) it is only valid if Buyer and Seller agree to the requests made on that form or document.

Signed by: _____
Buyer Jarrod Russell Community Land Trust Association of West Marin Date 11/20/2025
Buyer 736CFEE440E14A2... Date _____

© 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®

CR-B REVISED 6/24 (PAGE 1 OF 1)

BUYER CONTINGENCY REMOVAL (CR-B PAGE 1 OF 1)

Coastal Marin Real Estate, 11100 State Rt 1, P.O. Box 909 Point Reyes Station CA 94956
Ryan Rodoni

Phone: 4152460459 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

25 Giacomini Rd



RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (“**Agreement**”) is made and entered into effective November 20, 2025 (“**Effective Date**”) by and between COMMUNITY LAND TRUST ASSOCIATION OF WEST MARIN, a nonprofit public benefit corporation (“**CLAM**”) and NORTH MARIN WATER DISTRICT, a public agency (“**NMWD**”) with reference to the following facts and circumstances:

R E C I T A L S

A. CLAM is a nonprofit public benefit corporation that provides affordable housing for members of the community;

B. In connection herewith, CLAM and NMWD have entered into a Purchase and Sale Agreement whereby CLAM is purchasing from NMWD that certain residential real property commonly known as 25 Giacomini Road, Point Reyes Station, California (“**Giacomini Property**”); and

C. In connection with CLAM’s purchase of the Giacomini Property, NMWD and CLAM desire to enter into this Agreement whereby CLAM will grant to NMWD, for the benefit of NMWD and other public agencies described herein, a right of first refusal to lease the Giacomini Property subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE I RIGHT OF FIRST REFUSAL

1.1 Right of First Refusal. CLAM hereby grants NMWD and the third party beneficiaries set forth in Section 1.4 a right of first refusal to lease the Giacomini Property as a residence for one or more of their employees, subject to the following terms and conditions:

1.1.1 The Right of First Refusal shall not be effective until ten (10) years after the Effective Date (“**ROFR Term**”). CLAM may lease or make use of the Giacomini Property as it sees fit prior to the commencement of the ROFR Term;

1.1.2 The Right of First Refusal shall be cancelled if an occupant of the Giacomini Property placed there by CLAM becomes the owner of the Giacomini Property pursuant to the CLAM ownership program; and

1.1.3 CLAM may elect to partner with NMWD and/or other public agencies for a Right of First Refusal on other CLAM properties.

1.2 Notice of Availability. If the terms and conditions for the Right of First Refusal set forth in Section 1.1 are met, CLAM shall provide written notice to NMWD and the other third party beneficiaries set forth in Section 1.4 of the availability of the Giacomini Property for lease by an existing employee of one or more of NMWD and/or the third party beneficiaries. Such notice shall be given no later than six (6) months prior to the Giacomini Property becoming available. If circumstances do not permit six (6) months' written notice, the CLAM shall provide as much notice as possible. Prospective tenants must meet CLAM's income limitation of eighty percent (80%) or less of area median income, adjusted for household size, and rent will be set accordingly. In the event that more than one tenant group applies, selection of the tenant group will be at CLAM's discretion.

1.3 Exercise of Right of First Refusal. Upon receipt of a Notice of Availability in accordance with Section 1.2, NMWD or any of the third party beneficiaries shall have sixty (60) days to provide CLAM written acceptance on behalf of one or more of their employees. Upon CLAM's receipt of written acceptance, CLAM and the party accepting shall directly enter into a lease or other agreement for the use and occupancy of the Giacomini Property. If neither NMWD nor any of the third party beneficiaries provide written notice of acceptance within sixty (60) days of receipt of CLAM's Notice of Availability, then CLAM may proceed to lease or make other arrangements for the use and/or occupancy of the Giacomini Property without any further input or restrictions from NMWD or the third party beneficiaries.

1.4 Third Party Beneficiaries. The following agencies shall be third party beneficiaries of this Agreement and may enforce NMWD's rights and CLAM's obligations hereunder individually or collectively, with or without the participation of NMWD: Inverness Public Utility District, Marin County Fire Department and Marin County Educators Association. NMWD or CLAM may designate additional third party beneficiaries under this agreement provided (i) such designees shall provide services in Marin County for the public benefit; and (ii) NMWD provides CLAM written notice of such designation.

ARTICLE II MISCELLANEOUS PROVISIONS

2.1 Assignment. The respective rights and obligations of CLAM may not be assigned without the prior written consent of NMWD, which consent may be given or denied in NMWD's sole and absolute discretion.

2.2 Successors and Assigns. The terms and provisions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

2.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter of this Agreement.

2.4 Modification and Waiver. This Agreement may not be amended, modified, or supplemented except by written agreement signed by the party against which the enforcement of the amendment, modification, or supplement is sought. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision. No waiver shall be binding unless executed in writing by the party making the waiver.

2.5 Attorney Fees. If any legal action or other proceeding is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in the action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

2.6 Headings. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.

2.7 Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one counterpart has been signed by each party and delivered to the other party hereto.

2.8 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California.

2.9 Severability. In the event any provision of this Agreement is deemed to be invalid, illegal, or unenforceable, all other provisions of the Agreement that are not affected by the invalidity, illegality, or unenforceability shall remain in full force and effect.

2.10 Notices. Any notice, demand or request required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given (i) when delivered personally, (ii) five days after it is deposited in the U.S. mail, First Class with postage prepaid, or (iii) one day after deposit (prepaid) with a nationally recognized overnight courier, and addressed to the parties at the addresses of the parties set forth below or such other address as a party may request by notifying the other in writing.

CLAM
P.O. Box 273
Point Reyes Station, CA 94956
Attention: CLAM Staff

North Marin Water District
999 Rush Creek Place
Novato, CA 94945
Attention: _____

2.11 Injunctive Relief. The parties acknowledge that monetary damages may not be an adequate remedy for violations of this Agreement and that any party may, in its sole discretion, apply to a court of competent jurisdiction for specific performance or injunctive or such other relief as such court may deem just and proper to enforce this Agreement or to prevent any violation hereof and, to the extent permitted by applicable law, each party waives any objection to the imposition of such relief in appropriate circumstances.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COMMUNITY LAND TRUST
ASSOCIATION OF WEST MARIN

NORTH MARIN WATER DISTRICT

Signed by:
By: Jarrod Russell
Its: Executive Director

By: _____
Board President

10



MEMORANDUM

To: Board of Directors Date: December 2, 2025
 From: Tony Williams, General Manager *TW*
 Subject: North Bay Watershed Association 2026 Conference Sponsorship – Direct Staff
t:\gm\regional agencies_partners\nbwa\bod memos\12-2-25 bod memo nbwa 2026 conference.docx

RECOMMENDED ACTION: Provide Direction to Staff

FINANCIAL IMPACT: \$1,500 to \$5,000

The North Bay Watershed Association (NBWA) is a group of 18 regional and local public agencies located throughout Marin, Sonoma, and Napa Counties. The NBWA brings together these North Bay public agencies to address issues of common interest that cross political boundaries and to promote stewardship of the North Bay watershed resources. The North Marin Water District (District) is a member agency and serves on the NBWA Board of Directors. Meetings are held once a month, usually on the first Friday of the month and all meetings are open to the public. Director Fraites serves as the District delegate to the NBWA and Director Baker is an Alternate.

The District pays an annual NBWA membership of approximately \$6,200 which is included in the District budget (Operating Expenditures) along with other necessary membership and subscription costs related to operations and administration needs as well as water and sewer industry group membership (e.g. AWWA, ACWA, ASDSO, CWEA, etc.).

NBWA periodically hosts a biennial conference and the next planned event, “Meeting this Moment in a Climate of Change”, is scheduled for April 9, 2026 at the College of Marin (see Attachment 1). NBWA is seeking sponsorships for this event at three levels: \$1,500 (“Water Patron”); \$3,000 (“Water Champion”); and \$5,000 (Water Visionary”). The sponsorship levels are detailed in Attachment 2. Sponsorship costs are not included in the fiscal year current budget, only the annual NBWA membership dues. The District did sponsor the 2024 conference at the \$1,500 level. Staff is seeking direction from the Board regarding sponsorship for this event, as well as the contribution amount.

RECOMMENDATION

That the Board consider the NBWA 2026 Conference Sponsorship described above and provide direction to staff if sponsorship is recommended and at what level.

ATTACHMENTS:

1. October 22, 2025 Letter from NBWA Requesting Sponsorship of 2026 Conference
2. NBWA 2026 Sponsorship Opportunities



October 22, 2025

SENT VIA: EMAIL

Tony Williams, General Manager and NBWA Board Alternate
North Marin Water District

twilliams@nmwd.com

SUBJECT: Invitation to Sponsor NBWA's 2026 25-Year Anniversary
Biennial Conference: *Meeting this Moment in a Climate of Change*

Dear Tony,

The North Bay Watershed Association (NBWA) was established in 2000 to create partnerships across the region to support North Bay agencies, organizations, and communities. Since forming, NBWA has been an unwavering collaborative forum for local leaders, practitioners, organizations, and advocates to advance education, restoration, protection, and stewardship of the North Bay watersheds.

NBWA is hosting its biennial conference once again in Spring 2026, **celebrating 25 years of regional partnership and impact!** It's the perfect moment to reflect on where we are in these extraordinary times of change and together set our sights on creating a resilient future.

We are excited to invite you to become a sponsor of the North Bay Watershed Association's 2026 Silver Anniversary Conference:

Meeting this Moment in a Climate of Change

Thursday, April 9, 2026

9:00 a.m. to 3:00 p.m.

College of Marin - Jonas Center
1800 Ignacio Blvd Building 19
Novato, CA 94949

This conference will provide attendees opportunities to learn from and interact with local leaders and national experts as well as network with industry and government innovators. Topics will touch on the many uncertainties and new realities of our time — adapting to climate extremes, rising seas, and shifting regulations; and navigating unpredictable funding, aging infrastructure, changing public expectations, and evolving policy priorities. Yet by continuing to learn and work together, we will *meet this moment* with creativity, urgency, and shared goals.

NBWA is working to curate a dynamic program that balances content and connection, including:

Bel Marin Keys Community
Services District

Central Marin Sanitation Agency

County of Marin

County of Napa

County of Sonoma

Las Gallinas Valley Sanitary District

Marin County Stormwater Pollution
Prevention Program

Marin Municipal Water District

Napa Sanitation District

Napa County Flood Control District

North Marin Water District

City of Novato

Novato Sanitary District

City of Petaluma

Ross Valley Sanitary District

City of San Rafael

City of Sonoma

Solano County Water Agency

Sonoma Valley County
Sanitation Agency

Sonoma County Water Agency

Associate Members:

The Bay Institute

Group Members:

City of Mill Valley

Sewerage Agency of
Southern Marin

- An **Opening Keynote** to set the stage with urgency and optimism about resilience.
- **Panel Discussions** on funding, regulation, and community innovation.
- **Flash Talks** from NBWA's Small Grants and Scholarship Program award recipients showcasing bright spots of local success.
- **Breakout Sessions & Workshops** for case studies, interactive problem-solving, and peer conversations.
- **Networking Opportunities** throughout the day—meals, breaks, and a closing reception—to ensure meaningful connections.
- A **Closing Conversation** featuring diverse leaders, focused on charting future pathways.

Why your support matters: At NBWA's 2024 conference, Imagine Our Future North Bay, we brought together over 200 participants—in-person and virtual—from across California, Washington, and even Santiago, Chile. The event inspired collaboration on California's Water Plan, infrastructure investments, and next-generation workforce development. The energy was electric—proof of what happens when we unite diverse voices around shared challenges.

The 2026 conference will build on this momentum, convening early-career and seasoned professionals, agency staff, and community leaders to:

- **Connect** local agencies to work cooperatively and effectively on shared issues.
- **Spark influence** on local, state, and federal policy and program design.
- **Strengthen eligibility** for watershed-based funding by introducing partners ready to collaborate.
- **Inspire action** that turns uncertainty into resilience and opportunity.

Your sponsorship makes this possible — and positions your organization as a leader shaping resilient futures in the face of change. Early sponsors will benefit from prominent recognition as we launch our promotional campaign this fall. Please see the attached sponsorship benefits for details on how your contribution will be acknowledged. If you have any questions or would like to confirm your support, please contact Sabrina Marson at northbaywa@gmail.com.

Together, we can meet this moment and build a more resilient future.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Andy Rodgers', with a stylized flourish extending from the end.

Andy Rodgers, NBWA Executive Director
www.nbwatershed.org

cc: NBWA Director Fraites, rfraites@nmwd.com



NBWA 2026 Conference Sponsorship Opportunities

Level	Investment	Benefits
Watershed Visionary	\$5,000	<ul style="list-style-type: none"> • Standard logo placement plus digital event promotions (Facebook, LinkedIn, and Instagram) and during wellness breaks and networking hour • Recognition during opening remarks & throughout the day • Full-page ad in event program • 4 complimentary registrations
Watershed Champion	\$3,000	<ul style="list-style-type: none"> • Standard logo placement plus digital event promotions (Facebook, LinkedIn, and Instagram), and during wellness breaks • Half-page ad in event program • 3 complimentary registrations
Watershed Patron	\$1,500	<ul style="list-style-type: none"> • Standard logo placement • 1 complimentary registration

Recognition for All Sponsors

- Acknowledgment during the conference event
- **Standard logo placement:** Event program (Example: [2024 event program](#), page 8), NBWA website, day-of event signage, and registration page
- Exhibit Poster
- Sponsor-level identification on attendee badges
- Access to discounted registrations for additional staff

If you would like to donate or have questions, please contact Sabrina Marson at northbaywa@gmail.com.

Logo and Ad Submissions: Please submit your half page ad as a 4.25x11 PDF or JPEG. File preference for logos are eps or ai vector files. Alternatively, a JPEG, PNG or PDF may work at 300dpi. Please note that NBWA cannot guarantee the quality of the look of your logo on printed materials if anything outside of these specifications are submitted. You can send your logo and/or ad to northbaywa@gmail.com.

-----Mail in below form with check-----

Please complete all of the following areas and mail back with check:

Sponsor/Company Name _____

Website _____

Contact _____

Address _____

Phone _____

Email _____

(Email will be used to send complimentary registration code.)

Level of Sponsorship

☐ **Watershed Visionary \$5,000**

Full-page ad in event program: ☐ yes ☐ no

Exhibit Poster: ☐ yes ☐ no

☐ **Watershed Champion \$3,000**

Half-page ad in event program: ☐ yes ☐ no

Exhibit Poster: ☐ yes ☐ no

☐ **Watershed Patron \$1,500**

Exhibit Poster: ☐ yes ☐ no

☐ Supporting sponsor (another amount): _____

Please make checks payable to

The North Bay Watershed Association

Mail to

The North Bay Watershed Association

ATTN: Sabrina Marson, NBWA Staff

2235 Mercury Way, Suite 105

Santa Rosa, CA 95407.

11

FOR ACCESSIBLE
MEETING INFORMATION
CALL: (707) 543-3350
ADD: (707) 543-3031



TECHNICAL ADVISORY COMMITTEE

MONDAY: DECEMBER 1, 2025

Utilities Field Operations Training Center
35 Stony Point Road, Santa Rosa, CA

9:00 a.m. Utilities Field Operations Training Center, 35 Stony Point Road, Santa Rosa, CA

1. Check In
2. Public Comment
3. Water Supply Conditions and Temporary Urgency Change Order
4. Sonoma Marin Saving Water Partnership
 - a. 2025 Water Production Relative to 2013 Benchmark
 - b. Water Use Efficiency Messaging
5. Sonoma Water Capital Projects Update
6. Biological Opinion Status Update
7. Eel Russian Project Authority and Potter Valley Project Update
8. Business Services and External Affairs Division Update
9. Items for Next Agenda – January 5, 2026
10. Check Out

12

North Bay Watershed Association

Board Meeting - Agenda

November 7, 2025 | 9:30 – 11:30 a.m.

MEETING WILL BE HELD AT THE North Marin Water District

999 Rush Creek Place, Novato, CA 94945

For those wishing to attend virtually

Join Zoom Meeting:

<https://us02web.zoom.us/j/81630673971?pwd=dm94TXJCRWMyWFBLc3U5V2pTSmNRZz09>

Webinar ID: 816 3067 3971 Password: 216460

Agenda and materials will be available the day of the meeting at: www.nbwatershed.org

AGENDA

Time	Agenda Item	Proposed Action
9:30	Welcome and Call to Order – Roll Call and Introductions <i>Jean Mariani, Chair</i>	<i>N/A</i>
9:35	General Public Comments This time is reserved for the public to address the meeting about matters NOT on the agenda and within the jurisdiction of the association.	<i>N/A</i>
9:40	Agenda and Past Meeting Minutes Review <i>Jean Mariani, Chair</i> Treasurer's Report <i>Jean Mariani, Chair</i>	<i>Approve/ Accept</i>
9:50	Guest Presentation — River Otters as Ambassadors for Watershed Conservation <i>Megan Isadore, Executive Director, River Otter Ecology Project</i> River otters are charismatic, intelligent, and dynamic predators that naturally draw public fascination—making them powerful ambassadors for watershed conservation. Since its founding in 2012, the River Otter Ecology Project (ROEP) has worked to connect people to their local waterways through research, community science, education, and advocacy. Megan will highlight how ROEP's programs use community engagement and scientific data to inform conservation actions that protect both wildlife and aquatic ecosystems. The presentation will also share how ROEP's community science platform is now being adopted nationwide to strengthen local conservation efforts and foster deeper connections between people and their watershed environments.	<i>Presentation slides</i>

10:15	<p>Executive Director Report</p> <p><i>Andy Rodgers, Executive Director</i></p> <p>Andy will provide updates and solicit board input on activities since the October 10 Board meeting, including administrative updates, regional programs participation, grants, funding, sea level rise, 2026 conference planning, new website, and other activities, programs, and communications.</p>	<p><i>ED updates, Board questions, and input</i></p>
10:30	<p>Conference Planning Support – San Francisco Estuary Institute (SFEI) Budget Adjustment</p> <p><i>Andy Rodgers, Executive Director</i></p> <p>The Board will consider approval of a budget adjustment for the San Francisco Estuary Institute (SFEI) to support conference planning and day-of-event coordination. The adjustment would provide resources for logistical assistance, outreach, and event execution in alignment with conference objectives.</p>	<p><i>Presentation slides</i></p> <p><i>Board questions and input</i></p>
10:45	<p>Board Information Exchange and Updates</p> <p><i>Members</i></p> <p>Members will highlight issues and share items of interest.</p>	<p><i>N/A</i></p>
10:55	<p>Agenda Items for Future Meetings</p> <p><i>Andy Rodgers, Executive Director</i></p> <p>Andy will outline ideas for next and future Board meeting topics and solicit feedback.</p>	
11:00	<p>Announcements/Adjourn</p> <p>Next Board Meeting: December 5 Location TBD</p>	<p><i>N/A</i></p>

13

DISBURSEMENTS - DATED NOVEMBER 6, 2025

Date Prepared 11/3/25

The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District Law:

Seq	Payable To	For	Amount
1	Alpha Analytical Labs	Lab Testing	\$2,238.00
2	American Family Life Ins	AFLAC October Employee Paid Benefit	4,370.26
3	AT&T	Phone Line - Point Reyes Treatment Plant	31.47
4	Blue Earth Labs, LLC	Sand for STP Filter Media Cleaning (750 lbs)	2,785.22
5	Bobcat of Santa Rosa	Service Parts (Track Loader)	717.27
6	Breit, Adam	Exp Reimb: D2 Certification Renewal	80.00
7	Brenntag Pacific	Sodium Hydroxide (12 dry tons) (STP)	9,127.80
8	B.W.S. Distributors	Holster (STP)	356.78
9	Cla-Val	Pressure Relief Valve (Calle De La Mesa)	5,951.94
10	Core Utilities, Inc	September IT Support (\$6,000), CORE Billing Maintenance (\$250), SCADA Server Upgrade (\$1,400) & SCADA & Programmable Logic Controller Support (\$4,777)	12,426.94
11	Devcon Construction	Refund Security Deposit on Hydrant Meter Less Final Bill	608.99
12	Susan N. Dove	Exp Reimb: Large Scale Drawings for STP & P RTP	81.22
13	Environmental Resource Assoc	Metals (Lab)	183.22
14	Environmental Express	Certi-Tube (Lab)	222.16
15	Environmental Science Assoc	Prog Pymt#8: Construction Compliance Support for San Mateo Tank Project (Balance Remaining on Contract \$61,084)	12,169.76
16	Forevergreen Landscape and Maintenance	Landscaping October 2025 (999 Rush Creek Place)	885.00

Seq	Payable To	For	Amount
17	GHD Inc.	Prog Pymt#28: GIS Conversion to ESRI & Mapping Support (Balance Remaining on Contract \$10,780)	418.37
18	Goodpaster, Stacie	Exp Reimb: Contact Hours for D2 Renewal	80.00
19	Grainger	Utility Pump (\$444), Tool Cases (2) (\$157), Air Hose Reel (\$327), Lubricant (8) (\$242), Saw Blades (55) (\$260), Batteries (4) (\$224) & Miscellaneous Tools & Supplies	3,466.49
20	HERC Rentals Inc.	Boom Lift (Novato) (\$3,299), Rentals for WM Lagunitas Pipeline Project - Water Truck (\$3,823), Skidsteer Attachment Planer (\$2,805) & Message Board Rentals (\$2,397) (4 Weeks)	12,324.27
21	Idexx Laboratories	Colilert Media (\$4,195), Vessels (\$626) & Quanti Tray (\$1,354)	6,175.35
22	Kathleen Pickens - KP Prom.	Uniform Order	1,136.28
23	Marin County Ford	Service Parts ('21 F150, '19 F550, '18 Cargo Van, '25 F250, '22 Ranger)	821.85
24	McMaster-Carr Supply Co	Pipe Fitting	20.61
25	MISCOWater	Chemical Pump Parts (STP)	1,135.93
26	Mutual of Omaha	November 2025-Mutual of Omaha Group Life/ADD Insurance & Vision Premiums	2,435.85
27	Novato Sanitary District	April-Sept 2025 Discharge Treatment & Disposal STP (\$5,370), July (\$57,186), Aug. (\$49,496) RW Operating Expense & Annual Yard/Office Sewer Service Charges (\$3,139)	115,191.47
28	Novato Unified School District	Refund Security Deposit on Hydrant Meter Less Final Bill	156.85
29	OCT Water Quality Academy	Registration for Water Distribution Exam Review (Lemos)	500.00
30	Orkin Commercial Services	Initial Visit (\$358) & Monthly Pest Services	483.00
31	Pace Supply	Gaskets (7)	24.35
32	Pencco	Ferric Chloride (9 dry tons) (STP)	15,436.46
33	Peterson Trucks	Replacement of 6 Fuel Injectors ('15 Int'l)	7,346.16

Seq	Payable To	For	Amount
34	ScanForce	Inventory Software - Customize Description	975.00
35	Soiland Co., Inc.	Rock (17 yds)	530.88
36	Spex CertiPrep LLC	IC Standards (\$130), QC Samples (5) (\$262) & Settleable Solids (\$197)	588.87
37	State Water Resources Control	D1 Certification Renewal (Roberto)	70.00
38	Thomas Scientific	Citrajet Cleaner (1 gal) (Lab)	314.22
39	Underground Republic Water	Box Lids for Valves (4) (\$144) & Nipples (10)	232.59
40	Unicorn Group	Strategic Plan Printing (15 Booklets)	276.05
41	USA BlueBook	Turbidity Standard (\$367) (STP) & QR Injector (\$481) (WM)	848.85
42	VBS CAL LLC	CAD Inkjet Paper (3' x 150')	109.12
43	Verizon Wireless	October Cell Phone Charges	1,598.98
44	VertexOne Software LLC	September Monthly Fee	102.01
45	VWR International LLC	Hydrochloric Acid, Bromothymol Blue, Matrix Modifier (\$250), Flasks (20) (\$452), Magnesium Chloride, Sodium Thiosulfate, Pipettes (\$151) & Filter (\$271) (Lab)	1,366.86
46	Waste Management	Waste Disposal	319.01
47	Water Works Engineers LLC	Prog Pymt#3: Update of Emergency Response Plan (Balance Remaining on Contract \$61,782)	5,570.50
48	ZORO	Generator Transfer Switch (\$216), Rotary Hammer (\$387), Battery Backup System (\$295), Auto Drains (2) (\$227), Rain Downspout & Wire Connectors (12) (\$343)	1,489.62
TOTAL DISBURSEMENTS			<u>\$233,781.88</u>

The foregoing payroll and accounts payable vouchers totaling \$233,781.88 are hereby approved and authorized for payment.


Auditor-Controller

11/04/25
Date


General Manager

11/4/2025
Date

DISBURSEMENTS - DATED NOVEMBER 13, 2025

Date Prepared 11/10/25

The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District Law:

Seq	Payable To	For	Amount
P/R	Employees	Net Payroll P/E 10/31/25	\$221,204.66
90950*	Internal Revenue Service	Federal & FICA Taxes PPE 10/31/25	94,678.11
90951*	State of California	State Taxes & SDI PPE 10/31/25	24,547.73
90952*	CalPERS	Pension Contribution PPE 10/31/25	59,381.04
90947*	CalPERS	November 2025 Health Insurance Premium (Employer \$67,272, Retirees \$12,797 & Employees \$8,290)	88,359.11
90948*	Nationwide	Deferred Compensation-457 PPE 10/31/25	19,861.99
90949*	Nationwide	Deferred Compensation 10/31/25-401A Match	3,027.53
1	American Water Works Assoc	Membership Renewal (Williams, Kennedy, Ramudo, Kehoe, Pearlman, Miller & Corda)	5,233.00
2	Backflow Distributors	Backflow Freeze Bags (20)	1,601.35
3	Bio-Acoustical Corporation	Annual Hearing Tests	950.00
4	Brady Industries	Safety Supplies	437.46
5	Buck's Saw Service	Chain Saw Supplies (\$188) & Bungee Lanyard	217.38
6	Building Supply Center	Misc Hardware	77.92
7	Castellucci, Peter	Exp Reimb: Safety Boots	223.91
8	Chisholm, Graham	West Marin Grey Water Rebate Program	750.00
9	Coast Counties Peterbilt	Relay Valve & Brake Repair ('09 Peterbilt Crew Truck) (\$795)	892.26
10	Comcast	Nov. Internet (1250 Lynwood Dr)	224.11
11	Comcast	November Phone Charges (Yard & STP)	1,630.10
12	Comcast	November Internet (999 Rush Creek Place)	1,573.65
13	DataTree	October Subscription to Parcel Data Information	100.00

Seq	Payable To	For	Amount
14	Dell Computers	PC's & Brackets (13)	14,777.12
15	Direct Line Inc	October Telephone Answering Service	200.00
16	Environmental Express	Conical Tube (Lab)	383.12
17	Fisher Scientific	Citrajel Cleaner (\$171) & Hydrochloric Acid (Lab)	271.05
18	Friedman's Home Improvement	Plumbing Supplies (\$266), Tool Batteries (2) (\$373) & Miscellaneous Tools & Supplies	813.26
19	Frontier Communications	November Internet (STP)	640.00
20	HERC Rentals Inc.	Refuel Fee on Boom Rental	184.49
21	Hitech Instruments, Inc.	Stereo Microscope & Accessories (Lab)	6,309.75
22	InfoSend, Inc.	October Processing Fee for Water Bills (\$1,489), Postage (\$4,907) & Support Fee (\$1,216)	7,612.84
23	Inland Contracting, Inc.	Dirt Removal from Back Lot (Yard)	19,785.00
24	Jones, Nancy	Novato Washer Rebate Program	75.00
25	LeBrun, Kent	Exp Reimb: Safety Boots	323.71
26	Lincoln Life Employer Serv	Deferred Compensation PPE 10/31/25	7,663.36
27	Marin Landscape Materials	Concrete (42 sacks)	426.73
28	Marin County Ford	Service Parts ('24 F250-\$143, '22 Ford Ranger)	194.43
29	McMaster-Carr Supply Co	Valves (2) (\$128), Nipples (4), Pipe Fittings (6), Suction Water Hoses (16) (\$456) & Hex Bars (2) (\$145)	867.96
30	MG WEST	Delivery & Installation of Furniture (Admin Bldg)	4,357.77
31	Nave Motors	Smog Check ('12 F250 & '16 Nissan Frontier)	103.50
32	Norman, Christopher	Novato Smart Irrigation Controller Program	118.00
33	North Marin Auto Parts	Service Parts ('09 Peterbilt, '16 & '21 Nissan Frontier, '09 & '24 JD Backhoe, '18 Dodge Ram), Wiper Blades (10) (\$341), 5 Gallon Buckets (17) & Terry Rags (6 lbs) (\$144)	1,146.61
34	Novato Builders Supply	Lumber	60.43

Seq	Payable To	For	Amount
35	ODP Business Solutions, LLC	Miscellaneous Office Supplies & Desk Chair (\$339)	417.55
36	Pace Supply	Couplings (5) (\$3,758), Valve Boxes (5), Bushings (5), Valve Box Lids (4) (\$135), 2" Valves (10) (\$11,509) & Pipe (280) (\$342)	16,907.71
37	Pearlman, Avram	Exp Reimb: Prof. Engineers License Renewal	180.00
38	Pacific Gas & Electric Co	Power: Bldgs/Yd (\$8,818), Other (\$333), Pumping (\$68,757), Rect/Cont (\$831) & TP (\$5,858)	84,597.52
39	Pini Hardware	Miscellaneous Tools & Supplies	957.92
40	Recology Sonoma Marin	October Waste Removal	769.50
41	RoadSafe Traffic Systems, Inc.	Safety Supplies	101.99
42	Ross, Edward	Novato Washer Rebate Program	75.00
43	Sonoma County Water Agency	Conservation Support Program (7/1/25-9/30/25)	1,565.54
44	Steele, Benjamin	Exp Reimb: Safety Boots	228.28
45	SWAN Analytical USA Inc.	Replacement Turbidity Meter (STP)	10,322.05
46	Tamagno Green Products	Sludge Removal from STP (105 yds)	4,725.00
47	Thatcher Company	Chlorine (2,000 lbs) (STP)	1,899.00
48	Vanguard Cleaning Systems of the North Bay	November Janitorial Services (Rush Creek Pl- \$4,500 & STP-\$920)	5,420.00
49	Verizon Wireless	SCADA & AMI Collectors (\$650)	1,189.20
50	Water Works Engineers LLC	Prog Pymt#4:(\$6,758) & Prog Pymt#5: Update of Emergency Response Plan (\$741) (Balance Remaining on Contract \$54,283)	7,498.25
TOTAL DISBURSEMENTS			<u>\$728,139.95</u>

The foregoing payroll and accounts payable vouchers totaling \$728,139.95 are hereby approved and authorized for payment.


Auditor-Controller

11/12/25
Date


General Manager

11/12/2025
Date

DISBURSEMENTS - DATED NOVEMBER 20, 2025

Date Prepared 11/17/25

The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District Law:



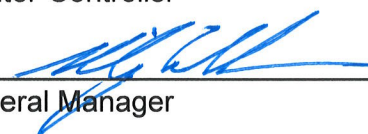

Seq	Payable To	For	Amount
1	Able Fence Company	Fence Supplies	\$200.99
2	All Star Rents	Propane (7 gal)	36.30
3		Retiree Exp Reimb (Nov Health Ins)	1,572.71
4	Automation Direct	Adjustable Thermostat, Analog Input Module (\$167) & Phase Monitor Relay (\$106)	307.54
5	Bank of Marin	Bank of Marin Loan (Pymt #169 of 240) Aqueduct Energy Efficiency Project	46,066.67
6		Retiree Exp Reimb (Nov Health Ins)	595.05
7	California Water Service	November Water Service (O.M.)	39.52
8	Canyon Rock Co., Inc.	EZ Asphalt (9 yards)	2,433.34
9		Retiree Exp Reimb (Nov Health Ins)	626.75
10		Retiree Exp Reimb (Nov Health Ins)	626.75
11	Covia Solutions Inc.	Filtersil Delivery Charge (STP)	1,900.00
12	CSW/Stuber-Stroeh Engineering	Prog Pymt#8: Hamilton Homeward Bound Project (Balance Remaining on Contract \$30,080)	720.00
13	Diesel Direct West	Diesel (186 gal) & Gasoline (693 gal)	3,801.75
14	Digi-Key	Cell Modems for Starlink at Oceana Marin (\$559) & Olema Tank (\$559)	1,118.72
15	Doughty, Steve & Sharon	Refund Overpayment on Closed Account	342.81
16	Enterprise FM Trust	Monthly Leases for Nissan Rogue (2), Nissan Frontier, F-150's (5), F-250's (4), Ford Rangers (6), Chevy Bolts (2) & Nissan Leaf	11,621.38
17	Federated Indians of Graton Rancheria	Prog Pymt#1: Tribal Monitoring for San Mateo Tank Project (Balance Remaining on Contract \$3,434)	4,066.25

Seq	Payable To	For	Amount
18	Ferguson Waterworks	8" Clamps (2)	1,064.97
19	Fisher Scientific	Magnesium Nitrate (Lab)	130.20
20	Gebremichael, Amanuel	Refund Excess Advance Over Actual Job Cost	2,263.80
21	Goodpaster, Stacie	Exp Reimb: D2 Certification Renewal	80.00
22	Grainger	Potassium Iodide (\$306), Pipe Thread Sealant (10) (\$226), Fiberglass Stakes (10) (\$412), Tarps (10) (\$396), Hydraulic Oil (5 gal) (STP) (\$404) & Miscellaneous Tools & Supplies	2,838.31
23	Hamilton Park HOA	Novato Cash for Grass Rebate Program	22,788.00
24	Justifacts Credential Verification	Pre-Employment Screening (Const)	175.76
25		Retiree Exp Reimb (Nov Health Ins)	626.75
26	Kiosk Creative LLC	October Marketing Communication & Outreach Services (\$5,551) (Balance Remaining on Contract \$69,038), Fall 2025 Digital Waterline Newsletter (\$2,990) & 5-Year Strategic Plan Consulting-August 2025 (\$500-Final Payment)	9,040.67
27		Retiree Exp Reimb (Nov Health Ins)	1,572.71
28	LGVSD	Recycled Water Deliveries (7/1/25-9/30/25)	17,197.68
29	Maggiora & Ghilotti	Release of Retention for Crest Pump Station Project	73,826.26
30	McLellan Co, WK	Miscellaneous Paving	25,745.65
31	McPhail Fuel Company	Propane Tank Lease (25 Giacomini Rd)	64.95
32	Miller Pacific Engineering	Emergency Compaction Testing (San Andreas Drive)	2,419.62
33	North Bay Gas	Acetylene (\$343), Argon (\$503), Carbon Dioxide, Compressed Air (\$380), Acetylene & Oxygen Regulators (\$312) & Nitrogen	1,627.95
34	ODP Business Solutions, LLC	Miscellaneous Office Supplies	76.92
35	Orkin Commercial Services	Monthly Pest Control Services	144.00

Seq	Payable To	For	Amount
36	Pace Supply	Nuts (300) (\$241), Valves (9) (\$3,955), Meter Stops (28) (\$1,619), Corp Stops (5) (\$343), 6" & 8" Victaulic Couplings (6 ea) (\$3,373), Elbows (7) (\$661) & Nipples (15) (\$357)	10,549.12
37	Parkinson Accounting Systems	October Accounting Software Support	487.50
38	Petrovic, Brandon	Novato Pool Cover Rebate Program	75.00
39	Recology Sonoma Marin	October Waste Removal (STP)	317.23
40	Red Wing Business Advantage	Safety Boots (Pirinjian)	301.95
41	Redwood Health Services, Inc.	Sept 2025 RHS Dental Claims (\$7,045) & November 2025 Fees Expense (\$305)	7,350.03
42		Retiree Exp Reimb (Nov Health Ins)	626.75
43	Siebel, Qianyu	Novato Washer Rebate Program	75.00
44	Sigma-Aldrich Inc.	Coli Dehydrated Media (Lab)	152.89
45	Staples Advantage	Miscellaneous Office Supplies	311.33
46	State Water Resources Control	SRF Loan Payment-RW North Plum Storage (Pymt#14 of 20) (\$40,196) & SRF Loan-RW North Segment 1 (Pymt #14 of 20) (\$29,414)	69,610.20
47		Retiree Exp Reimb (Nov Health Ins)	1,572.71
48	Team Ghilotti Inc.	Prog Pymt#3: Cherry Hill Pump Station Retaining Wall (Balance Remaining on Contract \$193,101)	19,527.96
49	Thomas Scientific	Agar (2) (\$355), Magnesium Standard & Medium (Lab)	538.97
50	Underground Republic Water Works, Inc.	Freight for Inventory Delivery	118.22
51	Univar	Sodium Hypochlorite (300 gal) (STP)	975.00
52	USA BlueBook	Ammonia Hydroxide (STP)	48.50
53	VWR International LLC	Replacement Payment-Original Check Lost in Mail-Incubator (\$5,961), Citric Acid (\$270), Pipette Controller (\$405), Polyclear Mix, Wash Bottles (6) & Nitric Acid (Lab)	6,928.47

Seq	Payable To	For	Amount
54	Waste Management	Waste Disposal	878.01
55	Western Truck Fabrication, Inc	Custom Service Body Builds (2 - '26 Int'l Crew Trucks)	498,286.40
56	Winzer Corporation	Misc Hardware for Auto Shop (\$472) & Heavy Duty Blades (10) (\$414)	886.35
57	ZORO	Relief Valves (2) (\$496), Couplers (8) (\$310), Reciprocating Saw (\$273), Anti-Oxidants (2), Air Hoses & Fittings, Washers, Hand Soap Refill (\$128) & Power Backup System (\$195)	1,564.18
TOTAL DISBURSEMENTS			<u>\$858,942.50</u>

The foregoing payroll and accounts payable vouchers totaling \$858,942.50 are hereby approved and authorized for payment.

	
Auditor-Controller	Date
	
General Manager	Date

NORTH MARIN WATER DISTRICT
MONTHLY PROGRESS REPORT FOR OCTOBER 2025
December 2, 2025

1.

Novato Potable Water Prod - SW & STP Combined - in Million Gallons - FYTD

Month	FY25/26	FY24/25	FY23/24	FY22/23	FY21/22	26 vs 25 %
July	248.1	264.8	218.6	224.5	282.9	-6%
August	250.8	252.9	230.9	235.9	212.4	-1%
September	238.5	237.7	212.4	203.5	214.5	0%
October	185.8	237.2	197.0	191.6	198.5	-22%
FYTD Total	923.1	992.7	859.0	855.4	908.2	-7%

West Marin Potable Water Production - in Million Gallons - FY to Date

Month	FY25/26	FY24/25	FY23/24	FY22/23	FY21/22	26 vs 25 %
July	8.1	8.9	7.1	6.3	6.0	-8%
August	8.3	8.7	7.5	6.8	5.7	-5%
September	7.9	7.9	6.7	6.3	5.9	0%
October	6.1	7.6	6.4	5.7	5.1	-20%
FYTD Total	30.4	33.2	27.6	25.2	22.7	-8%

Stafford Treatment Plant Production - in Million Gallons - FY to Date

Month	FY25/26	FY24/25	FY23/24	FY22/23	FY21/22	26 vs 25 %
July	93.4	0.0	67.0	56.3	67.0	-
August	85.8	0.0	98.3	67.9	31.3	-
September	79.4	0.0	112.6	57.8	41.7	-
October	75.3	0.0	109.4	54.0	28.2	-
FYTD Total	334.0	0.0	387.3	236.1	168.1	

Recycled Water Production* - in Million Gallons - FY to Date

Month	FY25/26	FY24/25	FY23/24	FY22/23	FY21/22	26 vs 25 %
July	47.1	54.6	31.0	43.1	42.9	-14%
August	49.3	50.1	34.8	41.6	41.4	-2%
September	32.3	41.0	26.1	29.2	39.6	-21%
October	16.2	28.9	22.4	24.7	18.3	-44%
FYTD Total*	144.9	174.6	114.3	138.6	142.2	-17%

*Excludes potable water input to the RW system: FY26=2.4MG, FY25=19MG, FY24=13.8MG, FY23=10.8 MG FY22=10 MG;

\\nmwdfserver\administration\ac\excel\wtr use\production.xlsx\srvc sm rpt

2. Regional and Local Water Supply

Lake Sonoma

	Current	2024
Lake Storage*	72,472 MG	72,859 MG
Supply Capacity	87 %	88 %

*Normal capacity =-245,000 AF (79,833.5 MG); deviation storage pool of 264,000 AF (86,025 MG)

Lake Mendocino

	Current	2024
Lake Storage *	19,251 MG	17,082 MG
Supply Capacity	74 %	65 %

*Normal capacity = 70,000-110,000 AF (22,800-35,840 MG); FIRO pool 26,000-36,170 MG

3. Stafford Lake Data

	October Average	October 2025	October 2024
Rainfall this month	1.41 Inches	1.06 Inches	.04 Inches
Rainfall this FY to date	1.68 Inches	1.10 Inches	.16 Inches
Lake elevation*	181.27 Feet	183 Feet	190.47 Feet
Lake storage**	517 MG	594 MG	1,012 MG
Supply Capacity	37 %	42 %	72 %

* Spillway elevation is 196.0 feet (NGVD29)

** Lake storage less 390 MG = quantity available for normal delivery

Temperature (in degrees)

	Minimum	Maximum	Average
October 2025 (Novato)	43	90	61.65
October 2024 (Novato)	40	103	65.89

4. Number of Services

October 31	Novato Water			Recycled Water			West Marin Water			Oceana Marin Sewer		
	FY26	FY25	Incr %	FY26	FY25	Incr %	FY26	FY25	Incr %	FY26	FY25	Incr %
Total meters installed	21,035	21,037	0.0%	107	103	3.9%	811	808	0.4%	-	-	-
Total meters active	20,887	20,887	0.0%	105	101	4.0%	802	799	0.4%	-	-	-
Active dwelling units	23,976	24,098	-0.5%	-	-	-	838	837	0.1%	241	240	0.4%

5. Oceana Marin Monthly Status Report

Description	October 2025	October 2024
Effluent Flow Volume (MG)	.301	.343
Irrigation Field Discharge (MG)	0	.373
Treatment Pond Freeboard (ft)	Empty	Empty
Storage Pond Freeboard (ft)	8.0	6.9

6. Safety/Liability

	Industrial Injury with Lost Time				Liability Claims Paid	
	Lost Days	OH Cost of Lost Days (\$)	No. of Emp. Injured	No. of Incidents	Incurred (FYTD)	Paid (FYTD) (\$)
FY 25/26 through Oct	30	\$13,065	3	3	0	\$3,618 (a)
FY 24/25 through Oct	0	\$0	0	0	0	\$0

Days since lost time accident through October 31, 2025 79 Days

(a) FY26 Harris Workers Comp Claim Settlement

7. Energy Cost

		October			Fiscal Year-to-Date thru October		
FYE		kWh	¢/kWh	Cost/Day	kWh	¢/kWh	Cost/Day
FY 25/26	Stafford TP	41,861	25.0¢	\$338	225,315	24.5¢	\$449
	Pumping	138,339	40.6¢	\$1,870	648,130	45.2¢	\$2,421
	Other ¹	44,189	51.4¢	\$757	155,060	47.4¢	\$608
		224,389	39.8¢	\$2,965	1,028,505	41.0¢	\$3,477
FY 24/25	Stafford TP	49,702	24.3¢	\$389	245,571	23.8¢	\$475
	Pumping	150,539	39.8¢	\$2,066	651,857	40.7¢	\$2,210
	Other ¹	33,264	52.3¢	\$600	147,113	48.5¢	\$594
		233,505	38.3¢	\$3,055	1,044,541	37.8¢	\$3,279
FY 23/24	Stafford TP	51,144	23.6¢	\$389	293,947	23.3¢	\$556
	Pumping	145,709	33.1¢	\$1,509	600,902	34.2¢	\$1,673
	Other ¹	35,252	39.6¢	\$436	140,758	39.7¢	\$455
		232,105	31.8¢	\$2,334	1,035,607	31.9¢	\$2,683

¹Other includes West Marin Facilities

\\nmwdfiler\server\administration\AC\Board Reports\PG&E Usage\FY 25.26\[PGE Usage 10.2025.xlsx]no rpt

8. Water Conservation Update

	Month of October 2025	Fiscal Year To Date	Program Total to Date
High Efficiency Toilet (HET) Rebates	2	8	4,691
Retrofit Certificates Filed	14	47	7,337
Cash for Grass Rebates	1	3	1,110
Washing Machine Rebates	3	5	6,062
Water Smart Home Survey	3	8	3,963

9. Utility Performance Metric

October 2025 Service Disruptions

SERVICE DISRUPTIONS (No. of Customers Impacted)	October 2025	October 2024	Fiscal Year to Date 2025	Fiscal Year to Date 2024
PLANNED				
Duration Between 0.5 and 4 hours	3	9	33	22
Duration Between 4 and 12 hours	112	0	112	0
Duration Greater than 12 hours	0	0	0	0
UNPLANNED				
Duration Between 0.5 and 4 hours	0	27	2	32
Duration Between 4 and 12 hours	21	27	21	27
Duration Greater than 12 hours	0	0	0	0
SERVICE LINES REPLACED				
Polybutylene	3	3	17	9
Copper Replaced or Repaired)	0	6	7	1

October 2025 Service Disruptions

For the month of October, we had 115 planned service disruptions:

Plastic: There were 3 plastic services replaced on Novato Blvd, Pico Vista, and Olive Ave.

Copper: There were no copper services replaced for the month of October

Mains/Valves: For planned main and valve work on Fairway Dr, Rowland Way, and Pelican Ln. required shutting off water to 112 customers.

Unplanned: There was a 12" ac main break on Rowland Blvd that affected 21 customers.

10. Summary of Complaints and Service Orders – October 2025

Tag Breakdown:

Total: **226** Consumer: 74 Office: 152

<u>Type</u>	<u>Oct-25</u>	<u>Oct-24</u>	<u>Added Notes</u>
<u>Billing</u>			
High Bill	<u>4</u>	<u>3</u>	
Total	4	3	
<u>Meter Replacement</u>	<u>90</u>	<u>45</u>	
Total	90	45	
<u>Need Read</u>	<u>0</u>	<u>2</u>	
Total	0	2	
<u>No-Water</u>	<u>4</u>	<u>5</u>	
Total	4	5	
<u>Leak</u>			
Consumer	71	114	
District	<u>18</u>	<u>15</u>	
Total	89	129	
<u>Check Pressure</u>	<u>1</u>	<u>5</u>	
Total	1	5	
<u>Turn Off / On</u>	<u>25</u>	<u>28</u>	
Total	25	28	
<u>Other</u>	<u>13</u>	<u>54</u>	
Total	13	54	
<u>TOTAL FOR MONTH:</u>	<u>226</u>	<u>271</u>	<u>-17%</u>

Bill Adjustments Under Board Policy:

October 25 vs. October 24

Oct-25	30	\$14,075
Oct-24	33	\$11,469

Fiscal Year vs Prior FY

FY 25/26	96	\$39,874
FY 24/25	125	\$42,741



MEMORANDUM

To: Board of Directors

December 2, 2025

From: Julie Blue, Auditor-Controller *JB*
Nancy Williamson, Accounting Supervisor *NW*

Subj: Auditor-Controller's Monthly Report of Investments for October 2025
t:\ac\word\invest\26\investment report 1025.doc

RECOMMENDED ACTION: Information

FINANCIAL IMPACT: None

At month end, the District's Investment Portfolio had an amortized cost value (i.e., cash balance) of \$22,828,073 and a market value of \$22,856,454. During October, the cash balance increased by \$1,357,150. The market value of securities held increased \$1,361,088 during the month. The total unrestricted cash balance at month end was \$729,090, 83% of the Target Reserves are funded, and 119% of the Minimum Reserves are funded.

At October 31, 2025, 64% of the District's Portfolio was invested in California's Local Agency Investment Fund (LAIF), 24% in Time Certificates of Deposit, 5% in the Marin County Treasury, and 7% retained locally for operating purposes. The weighted average maturity of the portfolio was 87 days, compared to 91 days at the end of September. The LAIF interest rate for the month was 4.15%, compared to 4.21% the previous month. The weighted average Portfolio rate was 3.75%, compared to 3.62% for the prior month.

Investment Transactions for the month of October are listed below: N/A

10/3/2025	US Bank	LAIF	\$500,000	Trsf to LAIF account
10/10/2025	US Bank	LAIF	\$500,000	Trsf to LAIF account
10/15/2025	CA State Treasurer	LAIF	\$141,171	7-9/25 Quarterly LAIF interest credit
10/27/2025	US Bank	LAIF	\$600,000	Trsf to LAIF account
10/28/2025	US Bank Investment Account	Institution for Savings in Newbury	\$249,000	Purchase 3.6% TCD due 10/28/27 - Monthly Pay
10/29/2025	US Bank	LAIF	\$300,000	Trsf to LAIF account

ATTACHMENTS:

1. Monthly Report of Investments – October 2025

NORTH MARIN WATER DISTRICT
AUDITOR-CONTROLLER'S MONTHLY REPORT OF INVESTMENTS
October 31, 2025

Type	Description	S&P Rating	Purchase Date	Maturity Date	Cost Basis ¹	10/31/2025 Market Value	Yield ²	% of Portfolio
LAIF	State of CA Treasury	AA-	Various	Open	\$14,708,169	\$14,736,550	4.15% ³	64%
Time Certificate of Deposit								
TCD	Farmers Ins Credit Union	n/a	1/18/24	1/20/26	249,000	249,000	4.50%	1%
TCD	Eagle Bank	n/a	2/21/24	2/23/26	244,000	244,000	4.60%	1%
TCD	Bank of America	n/a	2/22/24	2/23/26	244,000	244,000	4.65%	1%
TCD	Pacific Premier	n/a	3/15/24	3/16/26	244,000	244,000	4.75%	1%
TCD	Valley National Bank	n/a	4/9/24	4/9/26	244,000	244,000	4.70%	1%
TCD	Wells Fargo Nat'l Bank	n/a	6/11/24	6/11/26	248,000	248,000	5.10%	1%
TCD	First Merchant Bank	n/a	6/28/24	6/29/26	244,000	244,000	4.80%	1%
TCD	BMW Bank NA	n/a	7/9/24	7/13/26	244,000	244,000	4.70%	1%
TCD	Israel Disc Bk Ny	n/a	9/13/24	9/14/26	245,000	245,000	4.00%	1%
TCD	Ally Bank Sandy Utah	n/a	10/3/24	9/28/26	245,000	245,000	3.80%	1%
TCD	Utah First Fec CR UN Salt Lake	n/a	10/18/24	10/19/26	249,000	249,000	4.00%	1%
TCD	American Express Nat'l Bank	n/a	11/7/24	11/6/26	245,000	245,000	4.00%	1%
TCD	Bank of Hapoalim NY	n/a	11/26/24	11/23/26	245,000	245,000	4.10%	1%
TCD	Dr Bank Darien	n/a	12/20/24	12/21/26	249,000	249,000	4.10%	1%
TCD	Goldman Sachs Bk USA	n/a	1/28/25	1/28/27	244,000	244,000	4.15%	1%
TCD	Oregon Community CU	n/a	2/24/25	2/24/27	249,000	249,000	4.30%	1%
TCD	Security First Bk	n/a	3/21/25	3/22/27	245,000	245,000	4.00%	1%
TCD	Toyota Fncl Svgs BK NV	n/a	4/10/25	4/12/27	245,000	245,000	4.00%	1%
TCD	Transportation Alliance Bk	n/a	5/12/25	5/12/27	249,000	249,000	3.95%	1%
TCD	B1 Bank Baton Rouge La	n/a	6/30/25	6/30/27	249,000	249,000	4.00%	1%
TCD	Bny Melon	n/a	8/13/25	8/13/27	245,000	245,000	3.80%	1%
TCD	Institution Svgs Newbury	n/a	10/28/25	10/28/27	249,000	249,000	3.60%	1%
					\$5,414,000	\$5,414,000	3.92%	24%
MM	US Bank Mmda Global Fund		Various	Open	\$26,048	\$26,048	4.11%	0%
Other								
Agency	Marin Co Treasury	AAA	Various	Open	\$1,068,694	\$1,068,694	1.10%	5%
Other	Various	n/a	Various	Open	1,611,163	1,611,163	0.21%	7%
TOTAL IN PORTFOLIO					\$22,828,073	\$22,856,454	3.75%	100%

Weighted Average Maturity = **87 Days**

LAIF: State of California Local Agency Investment Fund.

TCD: Time Certificate of Deposit.

Treas: US Treasury Notes with maturity of 5 years or less.

Agency: STP State Revolving Fund Loan Reserve.

Other: Comprised of 5 accounts used for operating purposes. US Bank Operating Account, US Bank STP SRF Loan Account, US Bank FSA Payments Account, Bank of Marin AEEP Checking Account & NMWD Petty Cash Fund.

¹ Original cost less repayment of principal and amortization of premium or discount.

² Yield defined to be annualized interest earnings to maturity as a percentage of invested funds.

³ Earnings are calculated daily - this represents the average yield for the month ending October 31, 2025.

Interest Bearing Loans	Loan Date	Maturity Date	Original Loan Amount	Principal Outstanding	Interest Rate
Marin Country Club Loan	1/1/18	11/1/47	\$1,265,295	\$970,575	1.00%
Marin Municipal Water - AEEP	7/1/14	7/1/32	\$3,600,000	\$1,293,114	2.71%
Employee Housing Loan	Various	Various	\$850,000	\$850,000	Contingent
TOTAL INTEREST BEARING LOANS			\$5,715,295	\$3,113,689	

The District has the ability to meet the next six months of cash flow requirements.

t:\accountants\investments\26\1025.xls\mo rpt

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

In the Matter of)	
)	
Pacific Gas & Electric Company)	
)	FERC Project No. P-77-332
Potter Valley Hydroelectric Project)	
Application for Surrender of License)	
and Non-Project Use of Project Lands)	

MOTION TO INTERVENE OF
THE NORTH MARIN WATER DISTRICT

Pursuant to Rule 214 of the Federal Energy Regulatory Commission’s Rules of Practice and Procedure, 18 C.F.R. § 385.214, the North Marin Water District (“NMWD”) respectfully moves to intervene in the above-captioned proceeding concerning Pacific Gas & Electric Company’s Application for Surrender of License and Non-Project Use of Project Lands for the Potter Valley Hydroelectric Project, FERC Project No. 77-332.

I. COMMUNICATIONS

NMWD consents to electronic service. All communications, pleadings, and correspondence should be directed to:

Dustin C. Cooper
Special Counsel
1681 Bird Street
Oroville, CA 95969
(530)533-2885
dcooper@minasianlaw.com

With a copy to:

Anthony Williams
General Manager
North Marin Water District
P.O. Box 146
Novato, CA 94948
(415) 761-8945
twilliams@nmwd.com

///

Craig Judson
General Counsel
2125 Oak Grove Road, Suite 210
Walnut Creek, CA 94598
(925) 933-7777
Cjudson@bpmnj.com

II. INTERESTS OF THE NMWD

NMWD is a retail water utility serving approximately 62,000 residents in the City of Novato, California, and surrounding unincorporated areas in Marin County. Approximately 80% of the water delivered by NMWD to its customers is purchased from the Sonoma County Water Agency (“Water Agency”) and supplied from the Russian River. The Water Agency supplies cities and water districts in Sonoma and Marin Counties, serving over 600,000 people who rely on Russian River diversions for some or all of their water supply.¹

For over a century, water released from the Eel River into the East Branch Russian River through the Potter Valley Project has supported multiple beneficial uses in the Russian River Basin, including domestic, municipal, industrial, agricultural, water quality, and fish and wildlife purposes, and these uses have adapted to such longstanding imports. Average annual diversions from the Eel River historically exceeded 160,000 acre-feet for decades, then dropped to about 135,000 acre-feet between 1984 and 2006, and since 2006 have declined more significantly to a current average of 39,000 acre-feet. The declines in imported Eel River water have adversely impacted the reliability of supplies available to Russian River diverters, including the Water Agency and its customers such as NMWD.

The Eel River watershed is 2.5 times larger than the Russian River’s, with a mean annual discharge over four times greater; the approximate 90,000 acre-feet recent reduction in Eel River diversions has had a proportionately larger adverse impact on users dependent on the Russian River, including on meeting minimum instream flow requirements under State Water Resources Control Board Decision 1610 for protection of listed Russian River fish species. The Application to decommission the Potter Valley Project, even with the contemplated New Eel-Russian Facility (“NERF”), could further reduce or cease historical imports into the Russian River Basin.

III. GROUNDS FOR INTERVENTION

NMWD has a direct, substantial, and unique interest in the outcome of these proceedings because the proposed surrender and associated actions may

¹ Cities of Santa Rosa, Cotati, Petaluma, Rohnert Park, and Sonoma, North Marin Water District, the Town of Windsor, Valley of the Moon Water District and Marin Municipal Water District.

materially affect Russian River hydrology, water quality, and water supply reliability for NMWD. NMWD has or represents an interest which may be directly affected by the outcome of the proceeding, including as a consumer and customer, and NMWD's participation is in the public interest. (18 CFR § 385.214, subds. (b)(ii)(A)-(B), (b)(iii).)

NMWD's participation will assist in developing a complete record regarding impacts of the proposed decommissioning on the entire Russian River Basin and the necessity for appropriate mitigation for those impacts to the Russian River Basin. Further, NMWD is interested in the construction of the proposed NERF as one mechanism to mitigate further significant reduction or potential cessation of Eel River water imported into the Russian River Basin. Finally, NMWD is interested in the operation and maintenance of the NERF given the mobilization and transport of large volumes of sediment following Scott Dam removal could affect NERF operability and further reduce or cease diversions to the East Branch Russian River exacerbating increased risks to Russian River water supply reliability.

No other party can adequately represent NMWD's municipal water supply and service obligations to its customers.

IV. TIMELINESS AND PROCEDURAL MATTERS

The Commission's October 31, 2025 Notice established a December 1, 2025 deadline for motions to intervene, comments, and protests. This motion is timely.

V. CONCLUSION

For the foregoing reasons, the NMWD respectfully requests that the Commission grant this Motion to Intervene, add NMWD to the official service list, and afford NMWD full rights as a party in this proceeding.

Dated: November 25, 2025

Respectfully submitted,

/S/ Dustin C. Cooper

Special Counsel

North Marin Water District

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Motion to Intervene of the North Marin Water District in the above-captioned proceeding has this day been filed electronically with the Federal Energy Regulatory Commission and served, via email or U.S. Mail, upon each person designated on the Service List compiled by the Commission Secretary for this Project.

Dated at Oroville, California, this November 25, 2025.

/S/ Dustin C. Cooper

Special Counsel

North Marin Water District

2026 TAC AND WAC/TAC MEETING SCHEDULE

35 Stony Point Road, Santa Rosa, California

Month	Day	Body	Time
JANUARY	5	TAC	9:00 a.m.
FEBRUARY	2	WAC/TAC	9:00 a.m.
MARCH	2	TAC	9:00 a.m.
APRIL	6	SPECIAL WAC/TAC	9:00 a.m.
MAY	4	WAC/TAC	9:00 a.m.
JUNE	1	TAC	9:00 a.m.
JULY	6	TAC	9:00 a.m.
AUGUST	3	WAC/TAC	9:00 a.m.
SEPTEMBER	14*	TAC	9:00 a.m.
OCTOBER	5	TAC	9:00 a.m.
NOVEMBER	2	WAC/TAC	9:00 a.m.
DECEMBER	7	TAC	9:00 a.m.

* Irregular meeting date due to holiday.

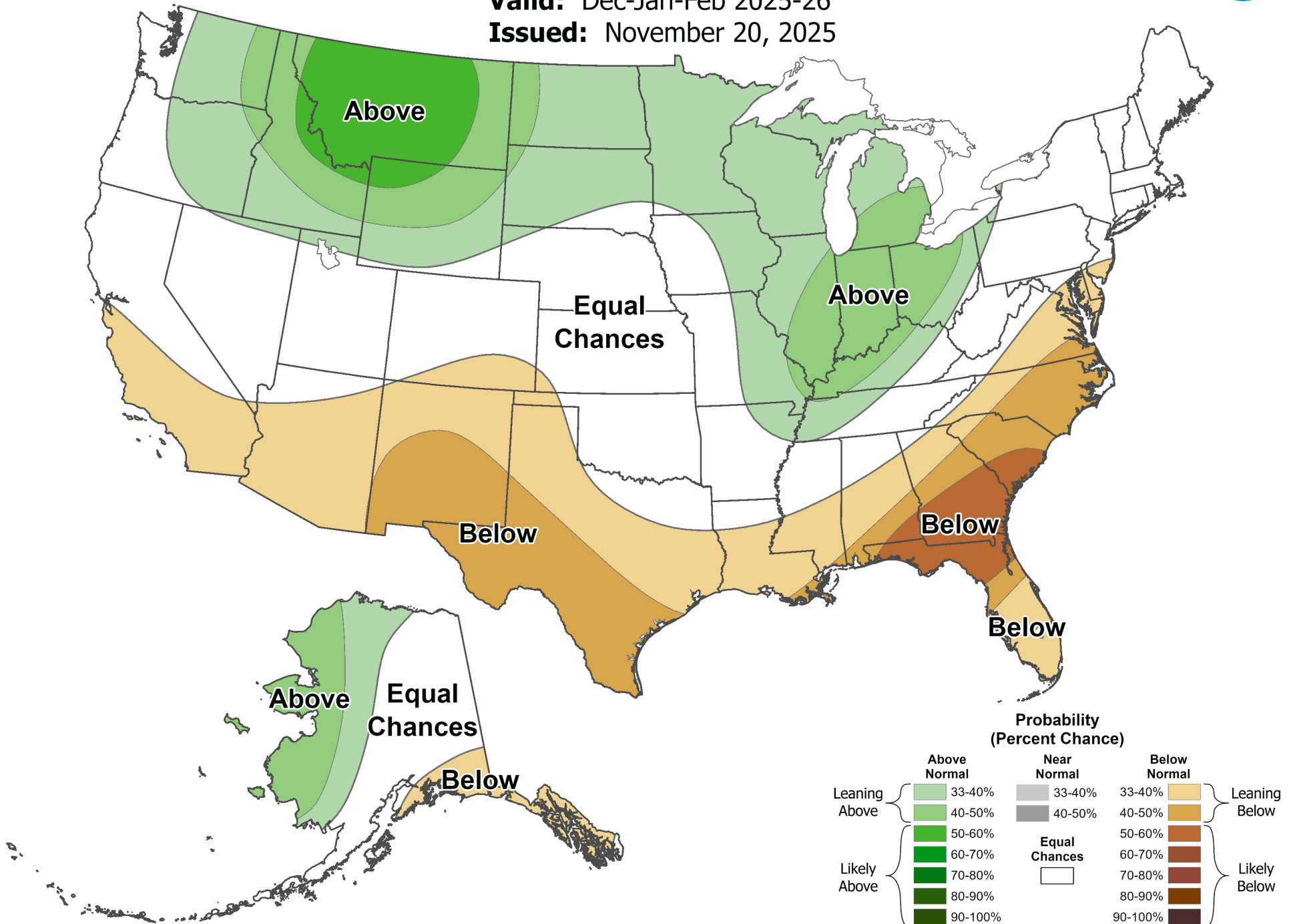


Seasonal Precipitation Outlook



Valid: Dec-Jan-Feb 2025-26

Issued: November 20, 2025



Decision made on key water project

MMWD plans partial pump station work

BY ADRIAN RODRIGUEZ

ARODRIGUEZ@MARINIJ.COM

The Marin Municipal Water District is preparing for a scaled-back upgrade to a key pump station at the Sonoma County line.

The pump station is between Kastania Road and Highway 101 in Petaluma. The project is considered pivotal to bringing water into Marin County.

Rather than pursuing the original plan to perform a complete overhaul — estimated at \$5.1 million — the district decided to downsize the endeavor in anticipation that utility needs could change.

The partial renovation is expected to cost \$2.1 million. When factoring in a 10% contingency, materials, fees, labor and inspection, the total estimated budget is \$3.5 million, district staff said at a planning committee meeting Tuesday.

The district expects to open contractor bids on Nov. 18. A project award is expected to be considered by the end of the year.

“Overall, this project strengthens the system’s reliability and supports future water supply flexibility while aligning with our long-term planning,” said Zachary Talbott, engineering manager.

The district needs flexibility because it is also developing a separate project to collect more Russian River water to replenish Marin reservoirs during droughts. The so-called “atmospheric river capture” project, which has been proposed to happen in phases, was not envisioned when the district began designing the pump station rebuild.

The first phase of the pipeline project involves tapping into the North Marin aqueduct to redirect water from the north into the Nicasio Reservoir. This is water that would otherwise spill into the ocean.

When completed, it could yield 3,800 to 4,750 acre-feet of water a year to store during droughts. The second phase, involving more pipeline improvements, could increase that replenishment capacity up to 8,100 acre-feet of water.

This is where the Kastania pump station comes into play. The station is critical for getting water into Marin, but it’s also nearly a half-century old and needs to be upgraded.

The pump station was constructed in 1977 and connected to the North Marin aqueduct. The district owned and operated the station until 1999, when it was transferred to the Sonoma County Water Agency.

In 2014, the pump station was disconnected because the North Marin Water District was replacing and relocating a portion of the aqueduct with a more energy-efficient pipe with greater hydraulic capacity. The project was completed in coordination with the Marin-Sonoma Narrows widening on Highway 101.

At the time, water providers said the Kastania pump station was no longer needed. Then the drought hit.

The Sonoma County agency transferred ownership of the pump station back to Marin Municipal Water District so it could reconnect it to boost water flow. That was completed in 2022 as phase one of the Kastania pump station project.

Phase two of the pump station project is to rebuild it. Design work began in 2023.

However, phase two of the “atmospheric river capture” pipeline would require the pump station to handle a demand of 42 million gallons per day, staff said. What’s more, the existing footprint of the station would not be compatible.

The pump station project would need to be completely redesigned if the district moved ahead with the second phase of the pipeline, staff said. A full rebuild as designed would need to be torn down, leaving the district to start from scratch.

Partial improvements would enable the district to upgrade the station with a single pump, motor and suction to increase flow up to 24 million gallons a day. This is sufficient to convey water to the Nicasio Reservoir. It also gives the district flexibility to consider in the future what other improvements may be needed, staff said.

“The full phase two that was originally conceived may not be as necessary if we’re moving water to our reservoirs now through the ARC project in the future,” said Ranjiv Khush, a district board member.

Assuming the board adopts the environmental reporting and moves forward with the pipeline, that would be the time to talk about further upgrades to the pump station, staff said.

If the pipeline project does not move forward, the district could choose to proceed with its original pump station rebuild plan.

Marin reservoirs plentiful ahead of uncertain winter

Forecast not clear what La Niña conditions mean



Lake Lagunitas, part of the Marin Municipal Water District reservoir system. The district's reservoirs are at 80% of storage capacity. Sherry LaVars — Marin Independent Journal



The spillway at Lake Lagunitas in the Mount Tamalpais watershed on Thursday. Sherry LaVars — Marin Independent Journal

BY ADRIAN RODRIGUEZ

ARODRIGUEZ@MARINIJ.COM

Thanks to three consecutive wet years, Marin's reservoirs are above average levels headed into a brewing La Niña winter, officials said.

Last month, federal forecasters said La Niña has arrived and is expected to continue through the winter. The phenomenon, which happens when Pacific Ocean waters off South America are cooler than normal, has been thought to signal a drier season, but experts say the impact in Northern California is less severe — and maybe even inconsequential — compared to southern parts of the state.

"We are observing La Niña conditions, but at this point it's quite uncertain what that means for us," Lucy Croy, water resources manager at the Marin Municipal Water District, said Tuesday while providing a water supply outlook to the district board. "It could mean wet, it could mean slightly dry, but we'll hopefully get a few atmospheric rivers to keep things wet."

Atmospheric rivers are storms that drag narrow, concentrated bands of rain from the tropics. These are the severe storms that have been blasting the county for the past three years, and are credited for the district's plentiful supply.

Last year ended with the district collecting 54.7 inches of rain, which is 104% of normal. The average annual rainfall is about 52 inches, Croy said.

The prior year, the district recorded 62 inches, or about 120% of average. In the 2022-23 season, the rainfall topped off Marin reservoirs and extracted the county from a significant drought. The district recorded 77 inches of rain, or about 150% of the average of 52 inches.

After the three wet winters, reservoirs were left replenished enough to put the district in a strong position.

Then the rainy season got off to an early start this year with storms in October. The district recorded 2.8 inches of rain for the month. As of Nov. 1, storage was above 65,000 acre feet, or about 80% of the total capacity. That put the reservoirs at 123% of average for this time of year, the district said.

"Overall, we don't expect to be in the place where we'd have to call for conservation come next April," Croy said.

"It's nice to be in a good spot and have some time to plan for the dry years, too," board president Matt Samson said.

The district's seven reservoirs comprise about 75% of its water supply, holding up to 80,000 acre-feet of water, equal to about a two-year supply. An acre-foot is about 326,000 gallons. The district serves about 191,000 residents.

Croy said the rain on Wednesday brought the district an estimated 1.5 to 2.5 inches.

"It's been a welcome start to our wet season and encouraging to see some creek levels rise and run off into the reservoirs already," Croy said. "The early storms will help saturate the soils and set us up for better runoff conditions as the season progresses."

The district also receives about 25% of its supply from the Sonoma County Water Agency. Last month, the agency and partner organizations agreed on a new water control manual for the Coyote Valley Dam and Lake Mendocino.

Lake Mendocino is a key drinking water source for approximately 650,000 people in Mendocino, Sonoma and Marin counties. The revised manual redefines operating rules using "forecast-informed reservoir operations," or FIRO, to enhance flood risk management and water supply security.

Croy said the FIRO approach allows the district to look at when storms are coming, or when dry periods are expected, to decide when to store or release water. It enables water managers to plan for up to an additional 11,650 acre-feet of water storage when needed.

Board member Larry Russell expressed concern about the FIRO model, saying there is a "hidden risk" if water is stored and then an unexpected storm hits.

"It could get a little tricky," he said.

This past year, the North Marin Water District recorded about 25 inches of rain at Stafford Lake, its reservoir in Novato. Its average is about 27 inches.

"We are looking pretty good heading into the winter with a Stafford Lake level slightly above average at this time of the year (182.9 feet) and a planned shutdown of the treatment plant this month as demands reduce," Tony Williams, general manager of the district, said in an email.

The district serves about 61,000 residents in the greater Novato area and parts of western Marin. It receives about 80% of its water supply from the Sonoma County Water Agency.

"Fortunately, Sonoma Water's Lake Sonoma is currently at a very good level heading into the winter, similar to last year, at about 90% of storage," Williams said. "We will be closely following the long-range climate predictions as we do every year but early indication are that the first half of the winter will be less impacted by La Niña conditions and this is usually how Stafford fills up."

Drought buster pipeline planned

MMWD seeks help to hike water supply

BY ADRIAN RODRIGUEZ

ARODRIGUEZ@MARINIJ.COM

The Marin Municipal Water District is developing potential collaborators for its proposed pipeline to bolster water supply during droughts, officials said.

District staff said the North Marin Water District could offer land it owns near Stafford Lake, its reservoir in Novato, as a possible site for a new pump station to support the pipeline.

“That’s a really significant contribution,” Paul Sellier, water resources director of the Marin Municipal Water District, said of the proposal. “Awesome, in terms of solving what is typically a very thorny problem: the acquisition of land for pump stations.”

Sellier presented the news as part of an update this month on the so-called “atmospheric river capture” project. The proposed 13-mile, 36-inch pipe would tap into an aqueduct system that runs along Highway 101, carrying water from the Russian River into Marin.

As proposed, the connection point would be near the highway at San Marin Drive in Novato. The pipe would need a pump station near that connection. Staff are considering sites near Rush Creek Place, Wood Hollow Drive and Somerset Drive.

The pipe would follow San Marin Drive west and take a right turn at Novato Boulevard past Stafford Lake before turning left at Point Reyes-Petaluma Road to the Nicasio Reservoir.

The project is designed to capture water during droughts to replenish the reservoir with up to about 3,800 acre-feet of water a year. An acre-foot is about 326,000 gallons of water.

A pump station near Stafford Lake isn’t crucial, but if the district wants to pursue proposed future phases of the pipeline, that second pump outlet would be needed. A future phase could increase replenishment of stored water to up to 8,100 acre-feet, staff said.

The Marin Municipal Water District serves about 191,000 residents in central and southern Marin. About 75% of its water comes from its seven reservoirs, while the rest is imported from Sonoma.

The North Marin Water District serves 61,000 residents in the greater Novato area and parts of western Marin. Nearly 80% of its water comes from Sonoma County Water Agency sources.

Lucy Croy, water quality manager at the Marin Municipal Water District, said the North Marin district sometimes feeds water from Sonoma into Stafford Lake.

“And so by putting in a secondary transmission main through Novato, it actually allows them to have less impact on their distribution,” Croy said. “That’s a secondary benefit that is for them in addition to the drought resiliency that we see for the region.”

In an email, Tony Williams, general manager of the North Marin district, said he doesn’t have much to offer on the topic right now. He said a project coordination meeting is planned later this month to discuss more.

Marin Municipal Water District officials said that meeting will involve representatives from both districts, the county, schools and the city of Novato.

“The ARC project is so new that there hasn’t been any definitive discussions with MMWD,” Williams said.

The Marin Municipal Water District has also had preliminary conversations with Marin County Parks about potential partnerships.

The parks department had a pipe that crossed Stafford Lake to carry drinking water to restrooms at the park and staff residences. It broke in 2023, and parks staff have trucked in water since then. The agency has been working on an alternatives and feasibility analysis to construct a new pipe for its purposes.

“When we heard that there might be a Marin Water project coming down Novato Boulevard, we reached out to see about a possible collaboration,” said Chris Chamberlain, director of Marin County Parks. “We met and they expressed a willingness to work together if we went with one of the alternatives that needed a trench down Novato Boulevard. We are still working to understand what that might look like from a timing and cost perspective and whether that ends up making the most sense for our project.”

Meanwhile, residents of Nicasio are keeping a close eye on the project.

Earlier this year, the Marin Municipal Water District withdrew its plans to increase capacity of the Nicasio Reservoir after ballooning costs and intensifying friction with the surrounding community.

Martha Davis, a member of the Nicasio Landowners Association, said residents want to meet with the district as the pipeline project develops. The key, she said, is having the district explain more clearly how it will operate. Residents are worried there isn't capacity to fill the reservoir with that much more water.

Davis said there hasn't been enough clear communication from the district that the project is designed to only bring more water in during a dry year, when there is more capacity.

"There are a lot of questions that are going to come up," Davis said. "I want to make sure there are no misunderstandings. That doesn't help anybody at this point."

The pipeline project is estimated to cost about \$167 million. Staff expect the design and environmental review to be completed by early 2027. Construction could begin soon after, and the pipeline could be operational in 2029.

POINT REYES LIGHT

NEWS

County hires dedicated West Marin staffer

by **Sophia Grace Carter**

November 12, 2025

For decades, West Marin’s rural communities had just one representative at the county level and little direct line to the bureaucracy that governs them.

That changed this year, when Summer Cassel, a 28-year-old Inverness native, became Marin County’s first West Marin Municipal Services Manager, a position created to give the region a stronger voice inside the county government.

“West Marin has lots going on and only one representative, Supervisor Rodoni,” Ms. Cassel said. “We realized it would be really helpful to have extra support—a person whose sole responsibility is working on West Marin issues.”

The job was established as part of a restructuring by County Executive Derek Johnson, who said there was a “need to have Marin evolve to a more integrated, accountable and strategic organization.”

Within the executive's office, Ms. Cassel serves as the point person for West Marin, working across departments on everything from housing to emergency response.

"The purpose is really to have someone serve as a west county manager and be sure that the needs of unincorporated residents are met and that they have one central person to go to," Mr. Johnson said. "The great thing is that Summer grew up in West Marin. She's sensitive to how the system works."

After his appointment last year, Mr. Johnson reorganized county operations, consolidating 18 department heads that had reported directly to the Board of Supervisors into four coordinated divisions—operations, community and environmental programs, justice and welfare, and health and human services—each led by a deputy executive. The overhaul, he said, aimed to streamline decision-making and cut through the layers of bureaucracy that often slowed local response.

Ms. Cassel was raised in Inverness on land her grandparents bought after emigrating from the Netherlands in the 1970s. Her mother, Julie, teaches eighth grade at West Marin School; her father, Brian, has served on the Inverness Volunteer Fire Department for over two decades. She attended local schools, from Papermill Creek Children's Corner up through Tomales High, then went on to the University of California, Santa Barbara, where she studied political science and history.

Her first taste of government came while serving on the Marin County Youth Commission in high school. "It was really small policy changes but getting to experience that and work with our local officials was really exciting for me," she said. "I think being part of the youth commission really kind of set me on this path."

After graduating, she returned to Marin and joined State Senator Mike McGuire's office as a district representative, handling constituent casework and coordinating on local projects.

She said her new position offers a chance to make an immediate impact on issues that resonate, including housing insecurity and affordability. "At the state level, there wasn't much I could do about these local issues," she said. "At the county level, there's a lot."

Since starting in August, Ms. Cassel has taken the lead on the county's response to tenant displacement, including from substandard housing at the Martinelli ranch and the Point Reyes National Seashore, which residents must vacate by March.

"We're staring down that deadline for when people have to move, so it's a top priority," she said. "There's something that I'm doing related to the seashore or Martinelli ranch every single day."

She meets weekly with the Nature Conservancy, the intermediary that financed the settlement that is forcing tenants out, and she convenes bi-weekly meetings of nonprofit service providers, government employees and community advocates.

"Because there was no position like Summer's, there was nobody whose role was to coordinate services, so we all jumped in to fill the gaps," said Valeria Brabata, director of programming for the West Marin Fund, which helps lead the group. "Now that Summer is here, she's able to take that effort to a more sustainable place. She knows the place, and she's getting up to speed on what's been done and what's still needed. She's filling an important gap."

The upheaval of the ranch closures, Ms. Cassel said, has forced West Marin to confront its future. "I think any community member would argue that with the ranches leaving, with this mass displacement event that's happening, we need to look ahead and say, 'Where do we go next from here?'"

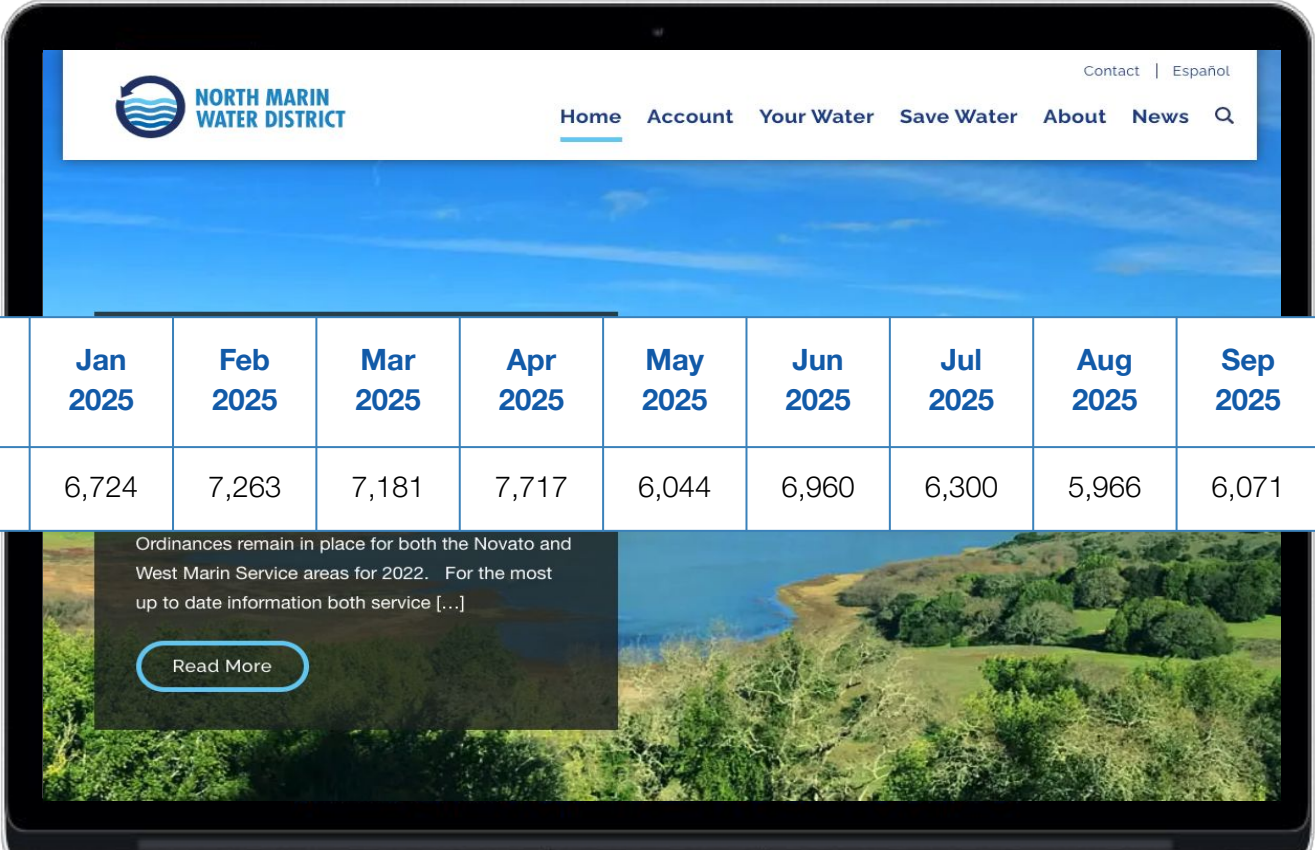


**NORTH MARIN
WATER DISTRICT**




Web & Social Media Report

October 2025

Website Statistics



Social Media Followers

	Dec-2024	Jan-2025	Feb-2025	Mar-2025	Apr-2025	May-2025	Jun-2025	Jul-2025	Aug-2025	Sep-2025	Oct-2025
 Facebook Followers	2,731	2,764	2,785	2,795	2,808	2,817	2,826	2,842	2,867	2,883	2,905
 X (Twitter) Followers	124	124	121	121	120	121	122	122	122	121	123
 Instagram Followers	957	965	977	977	980	986	985	990	1,003	1,007	1,015



NMWD Most Visited Pages

Pages	Views
Home	3,784
Online Billing	2,800
Novato Waterline Fall 2025	1,468
My Water Usage (WaterSmart Portal)	831
Weather & Production Statistics	297
What Is An Acre Foot?	270
NMWD Water Conservation Rebates	238
Meetings 2025	226
Contact	207

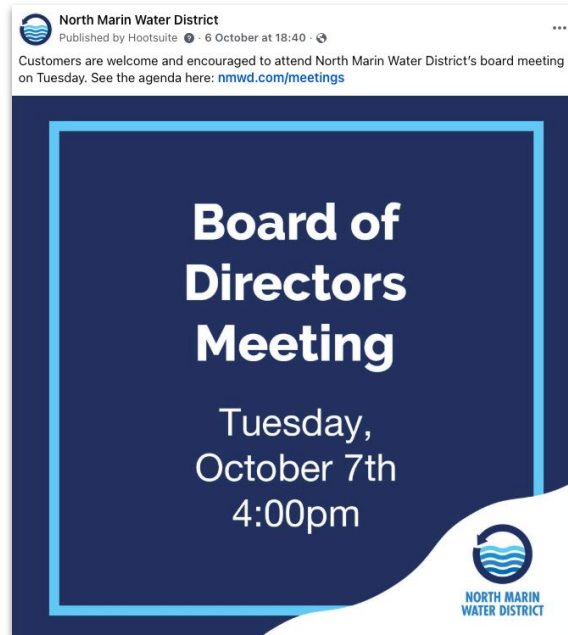




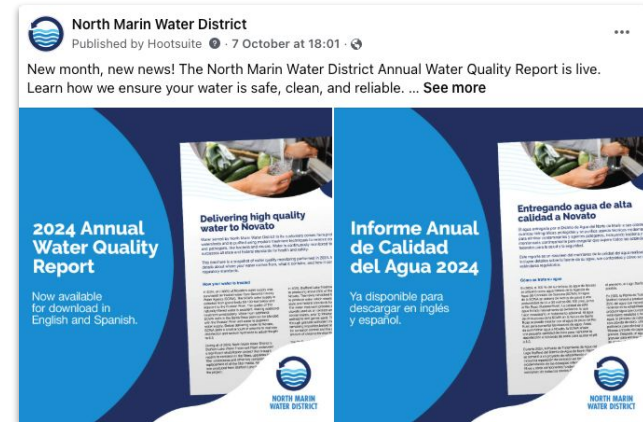
October Social Media Highlights | Facebook



175 people reached | 2 engagements



93 people reached | 2 engagements



57 people reached | 1 engagement

Engagements include likes, reactions, clicks and comments





October Social Media Highlights | Facebook



Engagements include likes, reactions, clicks and comments

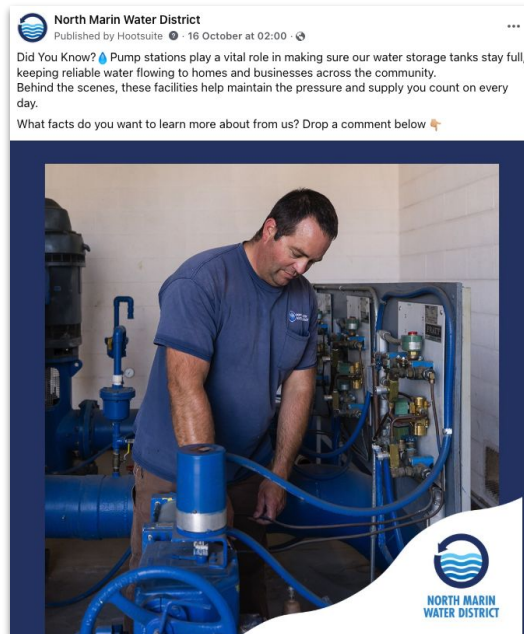




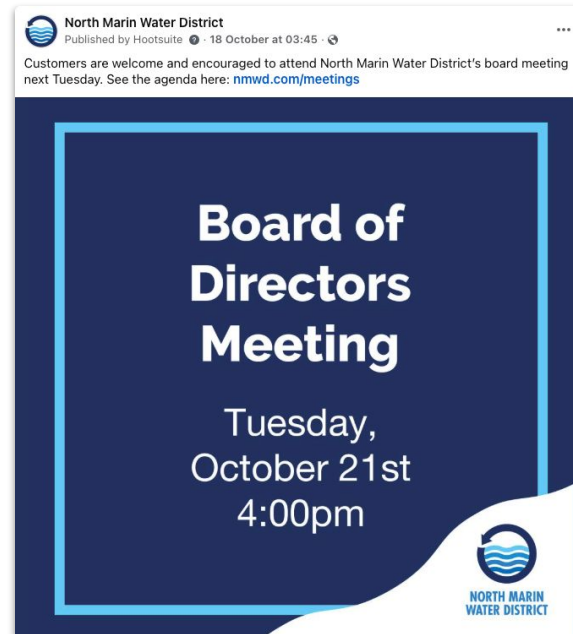
October Social Media Highlights | Facebook



121 people reached | 2 engagements



105 people reached | 6 engagements



72 people reached | 0 engagement

Engagements include likes, reactions, clicks and comments





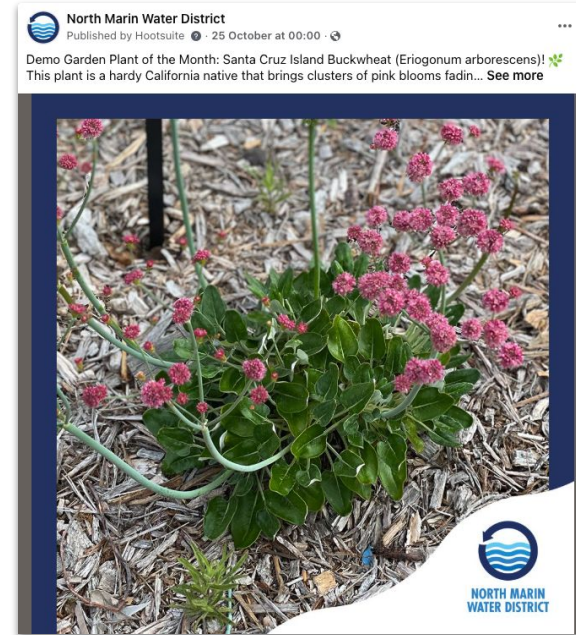
October Social Media Highlights | Facebook



177 people reached | 9 engagements



599 people reached | 8 engagements



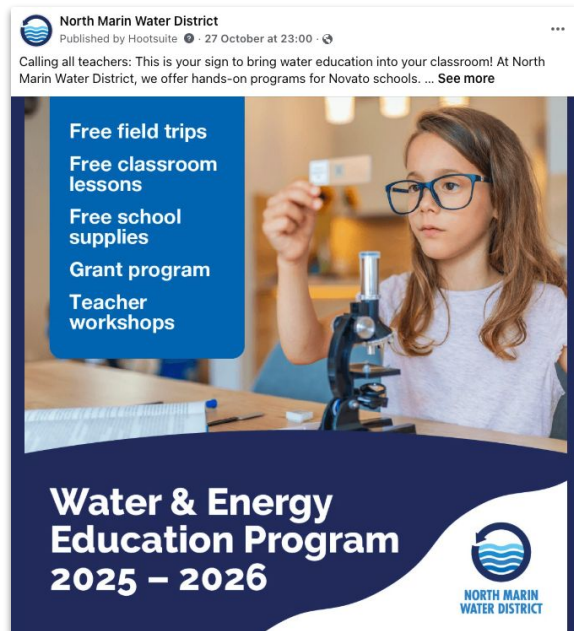
192 people reached | 5 engagements

Engagements include likes, reactions, clicks and comments





October Social Media Highlights | Facebook



130 people reached | 3 engagements



73 people reached | 3 engagements

Engagements include likes, reactions, clicks and comments





October Social Media Highlights | Instagram

Post likes

115
likes

1.8% from 113

Post engagement

127
engagements

9.5% from 116

Post engagement rate

9.24%
engagement rate

10.9% from 10.37%

Post views

3,356
views

1.1% from 3,392

Top posts



Thank you to everyone who joined us at our September Open House! It was a special day of connection and discovery, from strolling through the new Demo Garden, to stepping inside our brand-new Water Quality Laboratory, to touring the updated Administration Building, and meeting the dedicated

24 likes



This month we celebrate the dedicated staff who keep our community's water flowing. Thank you for your years of service! 🙌 Join us in the comments to congratulate these folks! Eileen Mulliner - Executive Assistant / District Secretary (35 years) Jeff Sloblom - Heavy Equipment Operator (24

22 likes



Did You Know? 💧 Pump stations play a vital role in making sure our water storage tanks stay full, keeping reliable water flowing to homes and businesses across the community. Behind the scenes, these facilities help maintain the pressure and supply you count on every day. What facts do

13 likes





October Social Media Highlights | X (Twitter)



Top tweets



Customers are welcome and encouraged to attend our Special Board Meeting on Tuesday, October 14th at 10am to discuss the 2025 Novato Water System Master Plan. View the agenda:

11.11% engagement rate



Thank you to everyone who joined our September Open House! From the Demo Garden to our new Water Quality Lab & updated Admin Building, it was a joy to share these spaces and celebrate the team that keeps

6.67% engagement rate

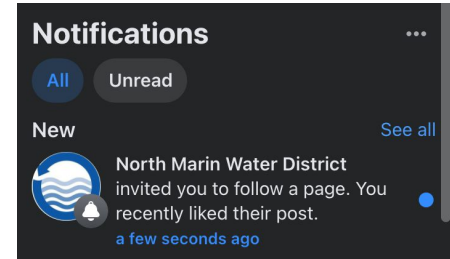
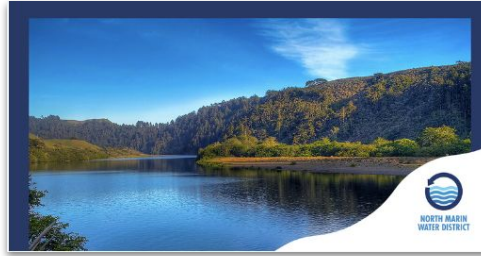


Don't let scary water bills haunt you this fall! 🎃 Simple steps like turning off irrigation when rain arrives and fixing leaks can save thousands of gallons (and dollars). Treat yourself to water savings:

0% engagement rate



Facebook Likes Campaign - October Report




We are running an evergreen ad which encourages customers in the NMWD service areas to 'like' (follow) the NMWD Facebook page. We selected images that have historically performed the best to drive more likes.

Spend in October 2025	Reach (Number of people who saw the ad)	Impressions	Results (New Page Likes)	Cost Per New Page Like
\$45.26	1,984	3,362	26	\$1.74

*This month, we were able to reach almost **2k** people with
the Likes Campaign*



What's Next?

- Kiosk is working on a new social campaign highlighting the facilities around Novato.
 - Kiosk to continue with the social campaign on drought tolerant plants featured in the new demonstration garden at the NMWD office.
 - Social media posts will also feature national holidays, fall water savings tips & resources, employees on their work anniversaries, as well as highlight outdoor rebates.
 - Kiosk to incorporate new photos and videos from NMWD in the upcoming months.
- 



Thank You