

AUCTION REAL ESTATE SALES AGREEMENT

The Piatelli Company, Inc., hereinafter referred to as AUCTIONEER, conducted an auction of that certain property commonly known as 13927, 13899, and 13891 Mono Way, Sonora, California 95321, more properly described in Exhibit A, hereto, hereinafter referred to as THE PROPERTY.

_____, was the Successful Bidder at said Auction, and is hereinafter referred to as the PURCHASER.

Fredrick A. Wentworth and Judy A. Wentworth are hereinafter referred to as SELLER.

PURCHASER hereby agrees to purchase and SELLER hereby agrees to sell the THE PROPERTY under the terms and conditions set forth below.

The Purchase Price is _____
_____, all cash at close of escrow, or

_____.

In addition to the Purchase Price, the Purchaser agrees to pay a “buyer’s premium” equal to ten per cent (10%) of the Purchase Price, which constitutes the Brokers’ commission.

The Escrow for the Purchase and Sale of the property will be handled by First American Title Company Escrow. Purchaser shall have thirty (30) or _____ days within which to close the escrow for the Purchase and Sale of said property.

PURCHASER has provided his certified bid funds to AUCTIONEER in the amount of One Hundred Thousand Dollars (\$100,000.00), which AUCTIONEER is holding in his Broker’s Trust Account which will be deposited into the Purchase and Sale Agreement Escrow at First American Title Company Escrow Number 4942748, and applied to the purchase price prior to the close of escrow, at such time as the Escrow is ready for closing.

In the event the Purchaser fails to close the escrow, the Purchaser’s deposit of One Hundred Thousand Dollars (\$100,000) will be forfeited.

PURCHASER states that PURCHASER has had an opportunity to review the Preliminary Title Report dated June 18, 2015, issued by First American Title Company and has approved the title, with the exception of outstanding property taxes and the

financial obligations of record that will be cleared at the time of closing the escrow, plus CC&Rs, Modifications and Easements of record.

PURCHASER is aware that the property is divisible into three separate parcels and the Preliminary Title Report reflects easements for ingress and egress, road and utilities signage and electrical facilities.

SELLER warrants that SELLER's title to said property is presently encumbered by financial obligation liens which will be cleared upon closing of the Escrow for Purchase, and the Purchaser will receive a Title Insurance Policy from First American Title Company guaranteeing title.

PURCHASER BY ITS EXECUTION HEREOF, ACKNOWLEDGES THAT (1) SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING WIWITHOUT LIMITATION, THE WATER SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE HABITABILITY, MERCHANTABILITY, MARKETBILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (E) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, (G) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REULATIONS OF ANY APPLICABLE GOVRNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITHOUT DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY OF ANY HAZARDOUS MATERIALS AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABLITY ACT OF 1980, AS AMENDED, AND OTHER

APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER, INCLUDING, WITHOUT LIMITATION, SOLID WASTE AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261.

PURCHASER FURTHER ACKNOWLEDGES AND AGREES AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT THAT PURCHASER HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE AND DELIVERY OF THE PROPERTY CONTEMPLATED BY THIS AGREEMENT IN 'AS IS AND WHERE IS WITH ALL FAULTS' AND THAT NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM OR COURSE OF DEALING WITH PURCHASER. PURCHASER REPRESENTS THAT PURCHASER HAS MADE (OR DOES HEREBY WAIVE): (i) INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY PURCHASER, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR ASBESTOS, PESTICIDE RESIDUES, AND/OR OTHER TOXIC OR POTENTIALLY TOXIC SUBSTANCES, AND/OR (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY. PURCHASER'S INSPECTION OF THE PROPERTY (OR WAIVER THEREOF) SHALL RELIEVE SELLER OF ANY LIABILITY TO PURCHASER AS A RESULT OF ANY ENVIRONMENTAL HAZARD ON OR TO THE PROPERTY AND PURCHASER SHALL ACCEPT ALL LIABILITY THEREFORE AS BETWEEN PURCHASER AND SELLER AND SHALL INDEMNIFY AND HOLD HARMLESS SELLER FROM AND AGAINST ANY CLAIMS, LIABILITIES, DEMANDS OR ACTIONS INCIDENT TO, RESULTING FROM OR IN ANY WAY ARISING OUT OF SUCH DISCOVERY. SUCH INDEMNITY SHALL SURVIVE ANY TERMINATION OF THE AGREEMENT AND SHALL SURVIVE CLOSING AND NOT BE MERGED THEREIN.

Real Estate Taxes and assessments on THE PROPERTY shall be prorated as of the date of closing.

SELLER and PURCHASER agree that such documents as may be legally necessary to carry out the terms of this contract shall be executed and delivered by such parties at the time the sale is consummated. SELLER states that when the sale is consummated the improvements on THE PROPERTY will be in the same condition as on the date hereof,

normal wear and tear excepted. However, should the premises be destroyed or substantially damaged before the contract is consummated, then both PURCHASER and SELLER retain the right to cancel or negotiate the contract.

NOTICE

Any Notices to either party shall be communicated as follows:

To SELLER: Fredrick and Judy Wentworth
430 Ashwood Court
Manteca, CA 95336
(209) 239-2006

To PURCHASER: _____

This Agreement inures to the heirs, executors, representatives and assigns of both parties herein.

IN WITNESS WHEREOF, the parties execute this Agreement below.

SELLER

PURCHASER

Fredrick A. Wentworth

Judy A. Wentworth

SONORA
MONDWAY

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Tuolumne, State of California, described as follows:

PARCELS A AND B AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER, TUOLUMNE COUNTY, CALIFORNIA ON JULY 23, 1991 IN BOOK 29 OF PARCEL MAPS AT PAGES 68 AND 69, TUOLUMNE COUNTY RECORDS.

APN: 097-020-0400 (Affects: A portion of Parcel A)
097-020-2700 (Affects: Parcel B)
097-020-2800 (Affects: A portion of Parcel A)

Mono Way

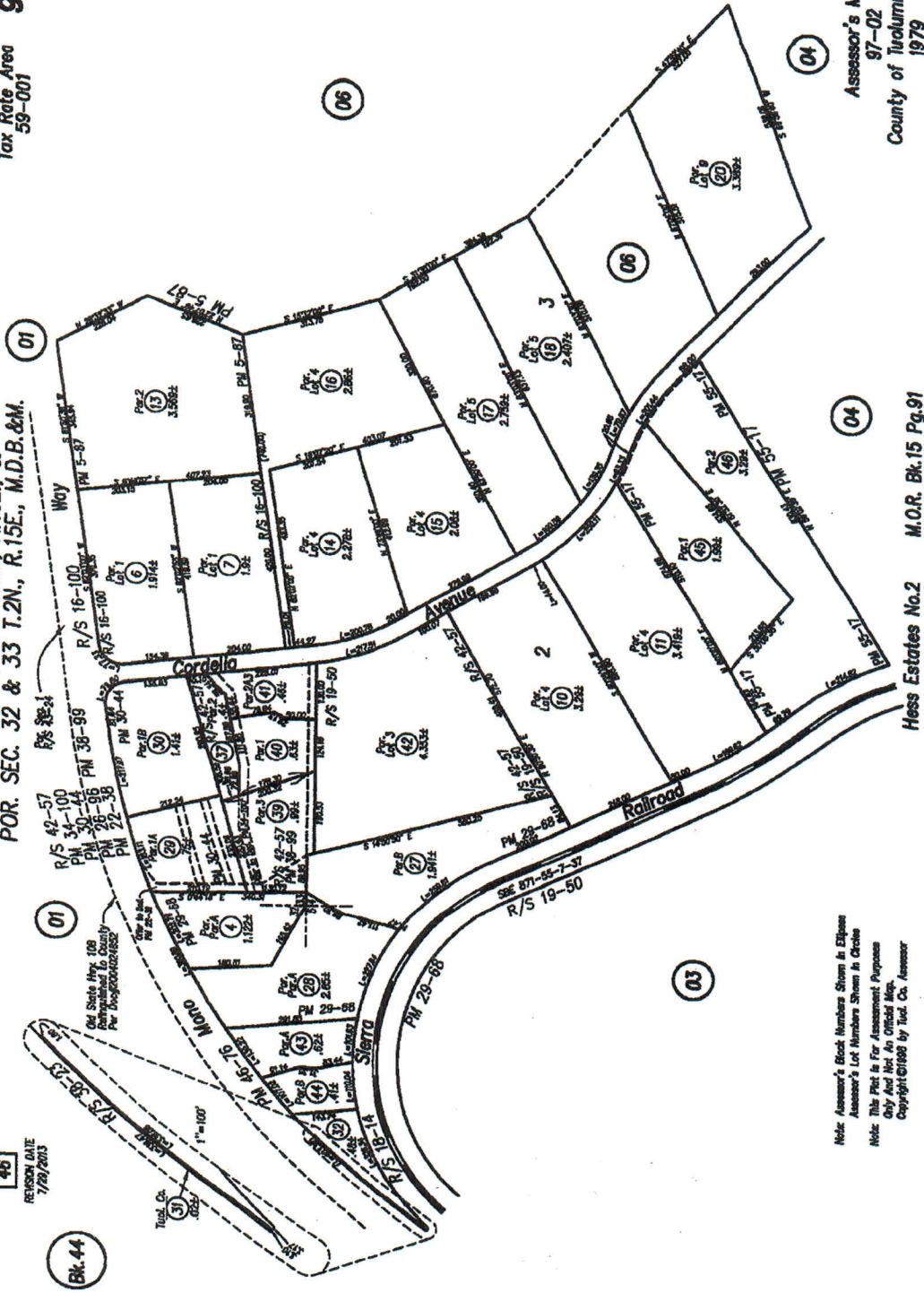
Order Number: 5005-4942745
Page Number: 8

Tax Rate Area
59-001 97-02



POR. SEC. 4 & 5 T.1N., R.15E., &
POR. SEC. 32 & 33 T.2N., R.15E., M.D.B.&M.

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RECORD DATE
7/29/2013



Note: Assessor's Block Numbers Shown in Ellipses
Assessor's Lot Numbers Shown in Circles
Note: This Plot is For Assessment Purposes
Only And Not An Official Map.
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Assessor's Map
97-02
County of Tuolumne, Calif.
1979

Hess Estates No.2 M.O.R. Bk.15 Pg.91