



ATCR

AMADOR TUOLUMNE COMMUNITY RESOURCES

We are a 501(c)3 Nonprofit Organization.
Federal Tax ID #94-3136027

SUPPORTING AMADOR TUOLUMNE COMMUNITY ACTION AGENCY IN PROVIDING CRITICAL HUMAN SERVICES

10590 Highway 88, Jackson, CA. 95642

Phone: +1 (209) 223-1485 / Fax: +1 (209) 223-4178

Amador Tuolumne Community Resources, Inc.

BOARD OF DIRECTORS' MEETING

Friday, August 15, 2025 | 1:00 P.M. – 2:00 P.M.

LOCATION

Host, Joseph Bors, Janessa Stone: **ATCAA Sonora Service Center**, 427 N. Hwy 49, Ste. 305, Sonora, CA 95370 +1 (209) 533-1397

AGENDA

1. CALL TO ORDER:
2. ROLL CALL:

ATCR Board of Directors			
	<i>Candace Raupach, President</i>		Tuolumne
	<i>Vacant, Vice President & Secretary</i>		Amador/Tuolumne
	<i>Kelley Putnam, Treasurer</i>		Tuolumne
Amador		Tuolumne	
	Joseph Bors, ATCR Executive Director		Diane Bennett, Community Member
	Joni Drake, Low-Income Representative		Jennifer Grenland, Low-Income Representative

ATCAA Support Staff	
	Bruce Giudici, Outgoing Fiscal Officer
	Jennifer Kraskouskas, Incoming Fiscal Officer
	Janessa Stone, Board Secretary
	Cheryl Clark, Sonora Service Secretary

Others Present:

3. **PUBLIC MATTERS NOT ON THE AGENDA:** Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject; however, any matter that requires action may be referred to Staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note there is a five (5) minute limit per topic.
4. **APPROVAL OF AGENDA:** Approval of agenda for this date, *August 15, 2025*, any and all off-agenda items must be approved by the Board (*Pursuant to Government Code 54954.2*) **(ACTION ITEM)**
5. **CONSENT CALENDAR:** Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and made a part of the regular agenda at the request of a board member(s).

- 5.1. Consideration and Approval of Minutes of *Tuesday, July 29, 2025*, meeting (*Org Std. 2.3*)
(**ACTION ITEM**) Pg. 3

6. NEW BUSINESS:

- 6.1. Consideration and Approval of ATCAA approved ACTION to transfer \$420,000 as a loan to ATCR to purchase property located at 427 Hwy-49, Sonora, California, secured by a Promissory Note for ATCR to repay the loan. (**ACTION ITEM**) Pg. 6
- 6.2. Consideration and Approval of Purchase Agreement and purchasing property located at 427 Hwy-49, Sonora, California. (**ACTION ITEM**) Pg. 7

7. ADJOURNMENT:

LATE AGENDA MATERIAL: Late agenda material can be inspected at the ATCAA Jackson Service Center 10590. State Hwy. 88 Jackson, CA and the ATCAA Sonora Service Center 427 N. State Hwy. 49 Sonora, CA.

SPECIAL NEEDS: Persons who need auxiliary aids or services are requested to call our Sonora Service Center at 209-533-1397 or our Jackson Service Center at 209-223-1485 during business hours at least 48 hours before the meeting so appropriate arrangements may be made.



MINUTES OF THE ATCR BOARD MEETING – MEETING
REGULAR MEETING, JULY 29, 2025, 1:00 P.M.
ATCAA Sonora Service Center, 427 N. Hwy 49, Sonora, CA 95370
+1 (209) 533-1397

1. **CALL TO ORDER:** The meeting was called to order at **1:01 P.M.** by Candace Raupach, ATCR President.

2. **ROLL CALL:**

PRESENT: Candace Raupach, (*Tuolumne*) – President; Joni Drake, LIR (*Amador*); Diane Bennett, PRI (*Tuolumne*); Jennifer Grenland, LIR (*Tuolumne*); Joseph Bors, ATCAA Executive Director; Bruce Giudici, ATCAA Outgoing Fiscal Officer; Janessa Stone, ATCAA Board Secretary; Jennifer Kraskouskas, ATCAA Incoming Fiscal Officer.

ABSENT: Kelley Putnam (*Tuolumne*) – Board Treasurer.

3. **PUBLIC MATTERS NOT ON THE AGENDA:** Candace Raupach, President, announces this item.

ATCR Board Member, Diane Bennett, questioned if Varley Place will be added to future agendas as an item.

ATCAA Executive Director, Joe Bors, stated that it will be added under ‘Programmatic Reports’. Bors elaborated on working diligently with Tuolumne services, which in response to Varley Place. He noted there are no program issues currently.

ATCR Board Member, Joni Drake, questioned if ATCAA and Joe, as Executive Director, is working with Amador county as well in the same regard.

Bors answered, yes.

4. **CONSENT CALENDAR:**

- a. **Approval of Minutes:** Bors announced the item from ***December 19th, 2024. (Org Std. 2.3)***

MOTION: Approval of Minutes from ATCR, ***December 19th, 2024***, meeting.

RESULT:	<u>Approved</u>
MOVER:	Drake
SECONDER:	Bennett
AYES:	5-0
ABSENT:	Putnam

5. **NEW BUSINESS:**

- a. **Update on ATCR Audit Fiscal Year End 2024:** Raupach announced the item.

ATCAA's Outgoing Fiscal Officer, Bruce Giudici, summarized the full audit to the Board. Giudici stated there is nothing unusual in this audit and it has been processed the same way as last year.

6. **PROGRAMMATIC REPORTS:** Raupach announced the item.

Nothing to report.

7. **FINANCIAL MATTERS AND REPORTS:** Raupach announced the item.

- a. **ATCR Aged Payables and Receivables through June 2025:** Raupach announced the item.
- b. **ATCR Assets and Liability through June 2025:** Raupach announced the item.
- c. **ATCR Combined Revenue and Expenditures through June 2025:** Raupach announced the item.
- d. **ATCR Accounts Payable Details through June 2025:** Raupach announced the item.

Giudici summarized the items under 'Financial Matters and Reports'. Giudici mentioned a new formatted spreadsheet on reporting these items to create better efficiency.

8. **EXECUTIVE DIRECTOR REPORT:** Raupach announced the item.

- a. **ATCAA's Final (Board-Approved) CAP/CNA:** Raupach announced the item.

Bors highlighted the community needs and Community Action Plan that was submitted to CSD (*Community Services and Development*) for a CSBG (*Community Services Block Grant*) requirement under ATCAA.

9. **OTHER BUSINESS:** Raupach announced the item.

- a. **CLOSED SESSION - Conference with Real Property Negotiations – Status of Northtown Property Lease/Buy Option (Authority: Government Code Section 54956.8) Negotiators: Joe Bors, Executive Director, related to leased property located at 427 Hwy-49, Sonora, California.**

Raupach announced the item, and Raupach recessed the Board into **CLOSED** Session at **1:28 P.M.** The Board came out into **OPEN** Session at **2:20 P.M.** with nothing to report out of closed session.

- b. **OPEN SESSION - Consideration of adopting Resolution 2025-01 to publish a Notice of Intent to purchase real property located at 427 North Highway 49, Sonora, California (APNs: 001-053-011-000 and 001-053-012-000) and schedule a special meeting to approve a purchase agreement.**

The Board concluded *August 15th*, 2025 at **1:00 P.M.** as the next ATCR 'Special' meeting date to finalize Item 8.3.

MOTION: Approval of Resolution 2025-01 and *August 15th, 2025* as the 'Special' meeting date.

RESULT: Approved
MOVER: Bors
SECONDER: Grenland
AYES: 5-0
ABSENT: Putnam

10. **ADJOURNMENT:** Candace Raupach. ATCR President, adjourned the meeting at **2:23 P.M.**

APPROVED:

Candace Raupach
ATCR President

ATTEST:

Janessa Stone
ATCAA Board Secretary

- ATCAA to loan ATCR \$420,000 to purchase 427 Hwy 49, Sonora CA property.
 - \$400K for purchase and ~\$20K for closing costs
 - Loan will be backed with a Promissory Note
 - Terms of the loan are “tbd” but expected to be years for repayment, with likely reconveyance of property to ATCAA for repayment.
- ATCAA funding is as follows.
 - \$100,000 of \$181,737.23 available from Tuolumne TCM program that ended many years ago
 - \$100,000 will come from LAIF set-aside for Future Development
 - \$220,000 of \$317,601.25 will come from General Donations

ATCAA to Loan ATCR funds Secured by Building

**AGREEMENT FOR
PURCHASE AND SALE OF REAL PROPERTY
(Northtown Property)**

Preamble

This PURCHASE AND SALE AGREEMENT ("Agreement") is entered into _____, 2025, by and between the SCOTT McDONALD, an individual, and BOTTOM FEEDER INTERNATIONAL, INC. a Nevada corporation, as tenants in common ("Sellers") and the AMADOR-TUOLUMNE COMMUNITY RESOURCES, a California public nonprofit corporation ("Buyer"). Sellers and Buyer are sometimes collectively referred herein as the "Parties" and each of the Parties is sometimes referred to herein as a "Party".

RECITALS

WHEREAS, Sellers owns certain real property identified as Assessor Parcel Numbers 001-053-011-000 and 001-053-012-000, situated in the incorporated area of the City of Sonora, County of Tuolumne, California, commonly known as 427 North Highway 49 or 59 Columbia Way, Sonora, California, and more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Sellers own the Property as tenants in common, with Scott McDonald having a ninety percent (90%) interest and Bottom Feeder International, Inc. having a ten percent (10%) interest;

WHEREAS, the fair market value according to an appraisal dated July 14, 2025, is \$1,510,000.00, and Seller Scott McDonald is offering Buyer to sell his 90% interest, which he values at \$1,359,000.00, at a discounted price of \$315,000.00, with \$1,044,000.00 representing a charitable contribution;

WHEREAS, Seller Bottom Feeder International, Inc. is selling its interest as set forth below;

WHEREAS, Sellers agree to sell and convey, and Buyer agrees to buy and purchase the Property pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION as provided herein, the mutual covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Sellers and Buyer agree to the foregoing and as follows:

**ARTICLE 1.
Conveyance**

Section 1.01. Sellers agree to sell to Buyer and Buyer agrees to purchase Sellers' fee simple interest in the Property legally described in Exhibit A and depicted on Exhibit B as attached hereto and incorporated herein by reference, having the Assessor Parcel Numbers 001-053-011-000 and 001-053-012-000. Sellers will remove any of Sellers' personal property located on the Property prior to close of escrow.

Amount and Terms of Payment

Section 1.02. Buyer shall pay to Sellers as the purchase price of the Property the total sum of Four Hundred Thousand Dollars and no cents (**\$400,000.00**), the amount of which shall be divided between the Sellers, \$315,000 payable to Scott McDonald, and \$85,000.00 payable to Bottom Feeder International, Inc. Sellers acknowledge and agree these payments amounts to each of them are not intended to be proportional to their ownership interests in the Property and the payment amounts to each of them are the result of negotiation between the parties.

Section 1.03. Charitable Contribution Acknowledgment and Cooperation. The Parties acknowledge that the sale of Seller Scott McDonald's ninety percent (90%) interest in the Property constitutes a bargain sale within the meaning of Internal Revenue Code Section 170. Buyer represents that it is an organization described in Section 170(c) of the Internal Revenue Code and agrees to execute, at or after closing, the donee acknowledgment portion of IRS Form 8283 (Section B) as required for Seller's charitable deduction, which acknowledges receipt of the described property and the amount of cash consideration paid. Buyer's execution of Form 8283 shall not constitute agreement with or verification of the appraised fair market value, which is determined solely by the donor and donor's qualified appraiser. Buyer shall also provide reasonable documentation to evidence its tax-exempt status.

ARTICLE 2. ESCROW

Opening of Escrow

Section 2.01. An escrow shall be opened to consummate the sale of the Property according to the terms of this Agreement at the offices of Yosemite Title Company, 208 South Washington Street, Sonoma, California 95370 (hereafter referred to as the "escrow holder"). The escrow will be opened upon execution of this Agreement. Written escrow instructions in accordance with the terms of this Agreement shall be prepared jointly, and the instructions shall be signed by the parties and delivered to the escrow holder within fifteen (15) days of the opening of escrow. Buyer and Sellers shall also deposit with the escrow holder all instruments, documents, and other items (i) identified in the escrow instructions or (ii) reasonably required by the escrow holder to close the sale on the closing date specified below.

Closing Date

Section 2.02. The escrow shall be closed on the date the deeds are recorded. The escrow shall be considered to be in a condition to close when the escrow holder is authorized under the escrow instructions, and when the escrow holder is otherwise able, to record the grant deed and easement deed. The escrow must be closed no later than September 19, 2025, unless extended by mutual written consent of the Parties.

Prorations

Section 2.03. The following shall be prorated between the Sellers and the Buyer on the basis of a thirty (30) day month as of the date on which escrow closes: real property taxes, special assessments, and any water assessments.

Closing Costs

Section 2.04. The Sellers and Buyer shall equally pay one-half (1/2) of all escrow fees, title fees, document preparation fees, recording fees, transfer taxes, and County Monumentation fees related to the closing.

Vesting of Title

Section 2.05. On the close of escrow, title to the Property shall be vested in the “**Amador-Tuolumne Community Resources, Inc.**” The Buyer accepts and adopts the form Certificate of Acceptance as set forth on Exhibit C, attached hereto and incorporated herein.

ARTICLE 3. ADDITIONAL TERMS AND CONDITIONS

Sale Expressly Contingent Upon Approval Of Buyer’s Board of Directors

Section 3.01. Buyer’s performance under this Agreement is expressly contingent upon approval of the conveyance of the Property by the Amador-Tuolumne Community Resources, Inc. Board of Directors. If the Board of Directors fails to approve this Agreement, this Agreement shall be null and void.

Preliminary Title Report

Section 3.02. Within ten (10) days after the execution of this Agreement, Buyer shall obtain a preliminary California Land Title Association report of the title to the Property and each document shown as an exception or encumbrance in the report. This shall be done at the expense of the Buyer. Within five (5) days after the delivery of the report and related documents to Buyer, Buyer shall notify the Seller in writing of any objection to any exception therein. If Buyer makes a timely objection to any exception and the exception is not eliminated within five (5) days of the Sellers’ receipt of the

objection, this Agreement shall be terminated pursuant to Section 3.04. Buyer's failure to object in this manner to any exception shall be an approval by Buyer of that exception.

Miscellaneous Conditions

Section 3.03. The close of escrow which is opened pursuant to Section 2.01, and Buyer's obligation to purchase the Property pursuant to this Agreement, are subject to the satisfaction of the following conditions, which are solely for Buyer's benefit, unless otherwise indicated:

Marketable Title

(a) The conveyance to Buyer of good and marketable title to the Property, as evidenced by a California Land Title Association standard coverage title insurance policy, in the full amount of the purchase price insuring that title to the Property is vested in Buyer free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, subject only to those exceptions approved by Buyer in writing and the following: a lien for current real property taxes, and any exceptions shown on the preliminary title report that are not disapproved by Buyer pursuant to that section.

Delivery of Possession

(b) The delivery of possession of the Property to Buyer immediately on the close of escrow free and clear of all uses and occupancies, except those approved in writing by Buyer.

Property Boundaries

(c) Buyer may, in its discretion, survey and mark the boundaries of the Property.

Failure of Condition and the Seller's Breach of Warranty

Section 3.04. Except as provided in Section 3.05, if any of the conditions set forth in this Agreement fails to occur, or if Buyer notifies Sellers in writing prior to the close of escrow of Sellers' breach of any of Sellers' warranties set forth in this Agreement, then Buyer may cancel the escrow, terminate this Agreement, and recover the amounts paid by the Buyer to the Escrow Holder toward the purchase price of the Property (less costs and expenses of escrow). Buyer shall exercise this power to terminate by complying with any applicable notice requirements specified in the relevant condition and, in all other cases, by providing written notice to Sellers and the Escrow Holder within three (3) business days of the failure or breach. The exercise of this power shall not waive any other rights Buyer may have against Sellers for breach of this Agreement. Sellers shall instruct the Escrow Holder, in the escrow instructions delivered

pursuant to Section 2.01, to refund to Buyer all money and instruments deposited in escrow by Buyer pursuant to this Agreement upon failure of a condition or conditions or breach of a warranty or warranties and receipt of a termination notice. This instruction shall be irrevocable.

Sellers' Election to Remedy Defects

Section 3.05. Notwithstanding any provision of this Agreement to the contrary, Sellers shall have the right to remedy certain violations of this Agreement prior to the close of escrow. This right to remedy shall be subject to the following requirements and restrictions:

(a) Buyer shall immediately notify Sellers in writing of Buyer's discovery, prior to the close of escrow, of a violation of any of the following provisions of this Agreement: Sections 3.01 and 4.01. For these purposes, the foregoing violations shall be referred to as "defects."

(b) If the Buyer fails to give notice, Buyer shall waive the defect and the defect shall not be a violation of this Agreement. If Buyer gives notice, Sellers may elect to remedy the defect by giving Buyer written notice of this election within five (5) days of receiving Buyer's notice. The Sellers' notice of election to remedy shall specify the number of days (if any), up to a maximum of twenty (20) days, that escrow shall be postponed so that Sellers may remedy the defect. If Sellers fail to provide a timely notice of election or fails to remedy the defect prior to the close of escrow (including any extension of escrow pursuant to this Section), then Buyer, at Buyer's election, terminate the Agreement without any liability on the part of Buyer.

(c) Sellers shall instruct the Escrow Holder, in the escrow instructions delivered pursuant to Section 2.01, to immediately refund to Buyer all monies and instruments deposited in escrow by Buyer pursuant to this Agreement on termination of this Agreement pursuant to this Section, and on receipt of notice of that termination from Buyer.

ARTICLE 4. RIGHTS AND WARRANTIES

Warranties of the Sellers Related to Property

Section 4.01. Sellers warrant that:

(a) Sellers own the Property, free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.

(b) Sellers have no knowledge of any pending litigation involving the Property.

(c) Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable building code or other code, statute, regulation, ordinance, judicial order, or judicial holding pertaining to the Property.

(d) Sellers have not in default under any contract, note, or encumbrance relating to the Property.

(e) The Property is being sold “as is” as provided in Section 4.03 hereinbelow.

Survival of Warranties

Section 4.02. All warranties, covenants, and other obligations described in this Article and elsewhere in this Agreement shall survive delivery of the deed.

Buyer’s Acknowledgments

Section 4.03. Buyer acknowledges that:

(a) Buyer has conducted and completed its due diligence inspection of the Property and all factors relevant to its use, including, without limitation, the physical condition of the Property, all matters related to title, and all legal requirements such as taxes, assessments, zoning, use permits, building codes, and encroachment permits. Buyer further acknowledges that it has substantial experience with real property and that Buyer is acquiring the Property solely in reliance on its own inspection and examination. Except as provided herein, neither Sellers nor any agents, representatives, or employees of Sellers have made any representations or warranties, direct or implied, verbal or written, with respect to the Property.

(b) Except as expressly contained in this Agreement, neither Sellers nor anyone acting for or on behalf of Sellers have made any representation, warrant, or promise to Buyer concerning the physical aspects or condition of the Property; the feasibility or desirability of the Property for any particular use; the conditions of soils, subsoils, groundwater and surface waters; or the presence or absence of any other physical aspect of the Property; and that in entering into this Agreement, Buyer has not relied on any representation, statement, or warranty of Sellers or anyone acting for or on behalf of Sellers, other than as may be expressly contained in this Agreement, and that all matters concerning the Property shall be independently verified by Buyer and that Buyer shall purchase the Property on Buyer’s own examination thereof; and that if Buyer elects to acquire the Property, Buyer is purchasing the Property in “as is” condition and in “as is” state of repair as of the close of escrow.

(i) **Natural Hazard Disclosure.** Buyer acknowledges receipt of a Natural Hazard Disclosure Statement, if applicable under California Civil Code § 1103 et seq.

- (ii) **Lead-Based Paint.** Buyer acknowledges that the Property is a commercial building, and that residential lead-based paint disclosures do not apply.
- (iii) **Environmental.** Buyer accepts the property subject to any existing environmental conditions. Buyer waives any claims against Sellers for environmental remediation, indemnification, or contribution.

(c) There may be conditions affecting the Property unknown to Buyer that may adversely affect its value or use or Buyer's intended purposes. Buyer nevertheless waives any rights or recourse it may have with respect to such unknown conditions and any damage, loss, costs or expense related thereto, including rights accruing under California Civil Code section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Buyer's Initials: _____

Buyer acknowledges that it has either consulted with or had an opportunity to consult with legal counsel regarding the above waiver.

ARTICLE 5. MISCELLANEOUS PROVISIONS

Loss, Destruction, and Condemnation

Section 5.01. The parties agree that the following provisions shall govern the risk of loss:

- (a) If, before Sellers transfer legal title or possession of the Property to Buyer, all or a material part of the Property is destroyed without fault of Buyer or is taken by eminent domain by any governmental entity, Buyer shall be entitled to recover any portion of the price Buyer has paid, and Sellers shall not have the right to enforce this Agreement.
- (b) If after Sellers transfer legal title or possession of the Property to Buyer, all or any part of the Property is destroyed without fault of Sellers or is taken by eminent domain by any governmental entity, Buyer is not relieved from Buyer's obligation under this Agreement to pay the full price for the Property, nor is Buyer entitled to recover any portion of the price Buyer has paid.
- (c) If at any time prior to the close of escrow damage, destruction, or condemnation occurs, and this loss is not covered by Subsections (a) or (b) of this Section, Buyer shall not have the right to terminate this Agreement but shall be entitled to offset the cost of repair or replacement against the purchase price of the Property.

Insurance

Section 5.02. Sellers shall cancel all policies of insurance on the Property as of the close of escrow. Buyer shall be responsible for obtaining insurance on the Property as of the close of escrow.

Assignment

Section 5.03. Buyer may not assign this Agreement without Sellers' prior written consent. The valid assignment of this Agreement shall not relieve Buyer of liability under this Agreement.

Time of Essence

Section 5.04. Time is of the essence in this Agreement.

Notices

Section 5.05. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement, or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom such notice is directed, or in lieu of such personal service, when served by facsimile transmission or deposited in the United States mail, certified mail, first-class postage prepaid, addressed as follows:

Buyer: Amador-Tuolumne Community Resources, Inc.
Joe Bors, Executive Director
427 N. Highway 49
Sonora, CA 95370
Tel. (209) 533-1397

With Copy To: Tuolumne County Counsel
2 South Green Street
Sonora, CA 95370
Fax: (209) 533-5593

Sellers: Scott McDonald
145 Glen Ridge Avenue
Los Gatos, CA 95030

Bottom Feeder International, Inc.
Albert Segalla
3253 Arrowhead Street
Copperopolis, CA 95228

Either party, Seller or Buyer, may change their address or facsimile number for the purpose of this section by giving written notice of such change in accordance with this Section 5.04.

Entire Agreement

Section 5.06. This Agreement constitutes the entire agreement between the parties relating to the sale and exchange of the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Seller and Buyer.

Disputes

Section 5.07. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

Attorneys' Fees

Section 5.08. If any action or proceeding, arising out of or relating to this Agreement is commenced by either party to this Agreement or by the Escrow Holder, then as between Seller and Buyer, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding, by the prevailing party.

Binding Effect

Section 5.09. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

Governing Law

Section 5.10. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

Headings

Section 5.11. The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

Waiver

Section 5.12. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

No Commission

Section 5.13. There is no real estate, finder's, or other commission due or payable by reason of this Agreement. Each party shall indemnify the other for any actions that may cause the other party to be liable for a real estate brokerage or sales commission arising from this transaction.

Enforceability and Severability

Section 5.14. The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

Negotiated Agreement

Section 5.15. This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

Authority

Section 5.16. Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the Agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

Counterparts

Section 5.17. This Agreement may be executed simultaneously and, in several counterparts,, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first stated above, at Sonora, Tuolumne County, California.

BUYER:
Amador-Tuolumne Community Resources, Inc.

SELLERS:

By: _____
Board of Directors, Chair

Scott McDonald

Bottom Feeder International, Inc.

ATTEST:

By: _____
, Secretary

APPROVED AS TO LEGAL FORM:

Christopher Schmidt.
Deputy County Counsel

EXHIBIT A
(Legal Description)

Real property located in the incorporated area of the City of Sonora, commonly known as 427 North Highway 49 or 59 Columbia Way, Sonora, California, and more particularly described as:

Parcel One:

Parcel A, as shown and designated on that certain Parcel Map filed in the office of the County Recorder of Tuolumne County, California on May 5, 1992 in Book 30 of Parcel Maps, at page 51-52.

Parcel Two:

A Non-exclusive easement for Driveway purposes and incidentals thereto, over and across a portion of Parcel B, as said Parcel and Easement are shown and Designated on the above referenced Parcel Map.

Parcel Three:

Parcel B, as shown and designated on that certain Parcel Map filed in the office of the County Recorder of Tuolumne County, California on May 5, 1992 in Book 30 of Parcel Maps at page 51-52.

Assessor's Parcel No: 01-53-11 & 12

EXHIBIT B
(Property Depiction)



EXHIBIT C

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE SECTION 27281)

This is to certify that the interest in real property conveyed by the deed or grant deed dated _____, from SCOTT McDONALD, an individual, and BOTTOM FEEDER INTERNATIONAL, INC. a Nevada corporation, as tenants in common to the AMADOR-TUOLUMNE COMMUNITY RESOURCES, a California public nonprofit corporation, is hereby accepted by order of the Board on August 15, 2025, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____, Chairman

Board of Directors
Amador-Tuolumne Community
Resources, Inc.

ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature _____