

### DISCLOSURE INFORMATION ADVISORY (FOR SELLERS)

(C.A.R. Form DIA, Revised 6/23)

1. INTRODUCTION: All sellers in California are required to provide various disclosures in real property transactions. Among the disclosure requirements, sellers have an affirmative duty to disclose to buyers all material conditions, defects and/or issues known to them that might impact the value or desirability of the Property. Failing to provide those disclosures may lead to a claim or a lawsuit against you which can be very costly and time consuming. As a seller, you may be required to fill out one or more of the following: Real Estate Transfer Disclosure Statement ("TDS"); Seller Property Questionnaire ("SPQ"); Exempt Seller Disclosure ("ESD"). (Collectively, or individually, "Disclosure Forms"). Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.

#### 2. PREPARING TO COMPLETE YOUR DISCLOSURE OBLIGATIONS:

- **A.** Read and carefully review all questions in the Disclosure Form(s) to make sure that you understand the full extent of the information that is being requested in each question.
- **B.** While a seller does not have the duty to investigate or discover unknown issues, you may have been given disclosures either from the previous owner at the time of purchase or from a previous buyer who cancelled. Information about the Property may have been revealed if you may have posted or recorded information and material facts about the Property online (social media, blogs, personal websites, Facebook, advertisements, etc.) or received documents or correspondence from an Homeowners' Association ("HOA").
- **C.** Use any known and available documentation to refresh your memory of past and current issues, condition and/or problems and then provide a copy of that paperwork with your fully completed Disclosure Forms. A seller does not have to find lost documents or to speculate about what was in the documents that they cannot remember, but if the documents are known and available to you, they should be used to assist you in completing the Disclosures forms.
- **D.** Allow plenty of time to fully complete the Disclosure Forms.
- **E.** Your knowledge may be based upon what you have been told orally (e.g., in a conversation with a neighbor) or received in writing (such as a repair estimate, report, invoice, an appraisal, or sources as informal as neighborhood or HOA newsletters). Keep in mind that if a neighbor told you something, they are likely to tell the new owner the same information after the transaction.
- F. If you are unsure about whether something is important enough to be disclosed, you should probably disclose it. If you don't want to disclose a piece of information about the Property, think about your reasoning for why you do not want to disclose this information. If the answer is because you think a buyer will not want to buy the Property or will want to purchase at a lower price, that is exactly the reason why the fact ought to be disclosed; it materially affects the value or desirability of the Property.

#### 3. INSTRUCTIONS FOR COMPLETING ALL DISCLOSURE FORMS:

- **A. DO NOT** leave any questions blank or unanswered unless the section is not applicable. Answer all questions and provide all documents, information and explanations to every "Yes" response in the blank lines or in an addendum to the Disclosure Form.
- **B.** Many questions on the Disclosure Forms ask if you "are aware" of a particular condition, fact or item. If you do not know the answer to any question, then you are "not aware" and should answer that question "No."
- **C.** The Disclosure Forms are designed to get sellers to provide buyers with as much information as possible, and thus many of the questions on these forms may list multiple issues, conditions or problems and/or have subparts. It is important to address each aspect of each question and provide precise details so that Buyers will understand the "who, what, where, when and how."
- **D.** The Disclosure Forms are written using very broad language. You should not limit the information, documents, and/ or explanations that you provide Buyers.
- E. Be specific and provide facts for each response; you should not let subjective beliefs limit, qualify or downplay your disclosures. Avoid words such as "never," "minor," "insignificant," "small" or "infrequent" as these terms may reflect your opinion but that opinion may not be shared by Buyers, professionals or others. Do not speculate as to what you guess the issue is, or assume something is true without actual knowledge. State your disclosures only to the extent of what you actually know.
- **F.** Consider all issues, conditions or problems that impact your Property, even those that are not necessarily on your Property but are related to a neighbor's property (such as shared fences, lot-line debates) or exist in the neighborhood (such as noise, smells, disputes with neighbors, or other nuisances).



- G. Even if you have learned to live with an issue, condition or problem, disclose it.
- **H.** Even if you believe that an issue, condition or problem has been repaired, resolved or stopped, disclose the issue and what has been done, but do not speculate, predict or guarantee the quality or effectiveness of the repair or resolution.
- **I.** If there is conflicting information, data, and/or documents regarding any issue, condition or problem, disclose and identify everything.
- **J.** Do not assume that you know the answer to all questions; for example, unless you personally obtained or received copies of permits do not assume that anyone who did work on the Property obtained permits.
- **K.** If you are relying on written or oral information you received from someone else, even if you disagree with that information or are unsure as to its truth, disclose and identify the source of that information.

#### 4. COMPLETING SPECIFIC TYPES OF DISCLOSURE DOCUMENTS:

#### REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS") (Civil Code Section 1102.6)

Section I allows sellers to incorporate and provide reports and disclosures that relate to the information requested in that Disclosure Form. Providing those "Substituted Disclosures" does not eliminate your responsibility to fully and completely disclose all information known by you that is requested in the TDS. For the TDS to be complete, one of the three boxes provided in Section I must be checked. If no Substituted Disclosures are being provided, Seller should check the box that indicates "No substituted disclosures for this transfer."

**Section II A** asks you to check a series of boxes to indicate what appliances, fixtures and other items exist on the property and asks whether any of those existing items are "not in operating condition", a term which is not defined. Consider whether the checked appliances, fixtures and items fully function as if they were new and if not, disclose any issues, limitations or problems. The TDS is not a contract and it does not control which items must remain with the property after close of escrow; the purchase agreement determines which items must remain. However, you should be careful not to represent an amenity that the property does not have, so do not assume that feature is there (*i.e.* sewer or central air conditioning), and only check the box if you know it is a part of the property.

**Section II B** asks if you are <u>aware</u> of any significant defects/malfunctions in certain identified areas of the property. There is no definition for "significant defects/malfunctions"; do not assume this terminology places any limits on what you need to disclose. If you check any of the boxes, please provide as much information as possible regarding the issues, conditions or problems that you know about the checked areas.

**Section II C** asks sixteen questions regarding the Property and the surrounding areas. These questions are written very broadly and contain multiple issues, conditions and/or problems. Make sure that you respond as to each issue, condition or problem. If you respond "Yes" to any question, you should provide as much information as possible about the issue. If you are answering any of these questions "No" because you lack familiarity with the Property or the topic of any question, then you can explain the reasons, such as that you have not seen the Property in a long time or at all. This may help the buyers to understand that your "No" answer reflects the lack of awareness of the item, not that you are representing that the problem, condition or issue does not exist.

Question 16 in section II C refers to various code sections which part of a law are concerning construction defects that is widely known as SB 800 or Title 7. This law (Civil Code Sections 895-945.5) applies to residential real property built by a "Builder" and sold for the first time on or after January 1, 2003. If you have any questions about the applicability to the Property of any of the laws referenced in Question 16, or how you should answer this question, your Listing Agent recommends that you consult with a qualified California real estate attorney for advice. Your Listing Agent cannot and will not give you legal advice on these matters.

#### **SELLER PROPERTY QUESTIONNAIRE**

The C.A.R. Residential Purchase Agreement requires Sellers to complete an SPQ for any transaction that requires a TDS because the **TDS** does not include questions regarding everything that sellers need to disclose to buyers. One example of a question not covered in the TDS but that is on the SPQ is whether there has been a death on the Property within the last 3 years (Civil Code Section 1710.2). Another example is the requirement that sellers of single family residences built prior to January 1, 1994 (and other properties built before that date) must disclose if the Property has any noncompliant plumbing fixtures (Civil Code Sections 1101.4 and 1101.5). This includes: 1. Any toilet that uses more than 1.6 GPF; 2. Any showerhead that has a flow capacity of more than 2.5 GPM and 3. Any interior faucet that emits more than 2.2 GPM. The SPQ should be used in conjunction with the TDS to help the seller carry out the obligation to disclose known material facts and defects affecting the value or desirability of the Property. One of the questions on the SPQ (and ESD, see next section) addresses the seller's obligation to provide to the buyer any relevant documents, including reports, whether past or current, in the seller's possession.



#### **EXEMPT SELLER DISCLOSURE ("ESD")**

Some sellers of real property may be legally exempt from completing the TDS. For example, probate and bankruptcy court sales and sales by governmental entities are exempt from the obligation to provide a TDS. Some property that is owned by a trust which has trustee(s) acting in the capacity of a seller may also be exempt; but not all trustee(s) are exempt. If a qualified California real estate attorney has advised you that you are exempt from completing the TDS, then you may choose not to complete that form or any supplement to the TDS, but you may still be required to complete the ESD. Being exempt from completing certain Disclosure Forms does not completely eliminate those disclosure obligations that apply to all sellers under federal, state or local laws, ordinances or regulations and/or by contractual agreement with the buyer. The seller is still obligated to disclose all known material facts that may affect the value of the property. Further, the C.A.R. Residential Purchase Agreement requires those sellers who are exempt from the TDS to fill out the ESD. Pay particular attention to the "catch all" question, which asks you to disclose your awareness of any other material facts or defects affecting the property.

#### FINAL RECOMMENDATIONS:

It is important that you fully complete any legally or contractually required Disclosure Forms. To that end, the real estate Broker, and, if different, the real estate licensee, who listed the property for sale ("Listing Broker") strongly recommend that you consider the following points when completing your Disclosure Forms:

- If you are aware of any planned or possible changes to your neighbor's property (such as an addition), changes in the neighborhood (such as new construction or road changes) that may affect traffic, views, noise levels or other issues, conditions or problems, disclose those plans or proposed changes even if you are not certain whether the change(s) will ever occur.
- Disclose any lawsuits, whether filed in the past, presently filed or that will be filed regarding the property or the neighborhood (such as an HOA dispute) even if you believe that the case has been resolved. Provide as much detail as possible about any lawsuit, including the name of the case and the County where the case was filed.
- If any disclosure that you have made becomes inadequate, incomplete, inaccurate or changes over time, including right up until the close of escrow, you should update and correct your Disclosure Forms in a timely fashion.
- If you have any questions about the applicability of any law to the Property, your Listing Broker recommends that you consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you if any law is applicable to the Property.
- If you need help regarding what to disclose, how to disclose it or what changes need to be made to your Disclosure Forms, the best advice is to consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you what to disclose, how to disclose it or what changes need to be made to your answers.
- While limited exceptions may exist, such as questions that may impact fair housing and discrimination laws, generally speaking, when in doubt, the best answer to the question: "Do I need to disclose ...?" is almost always "YES, disclose it."

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this Advisory. 12/6/2023 Santos Martinez Date Seller Rosario Martinez Date 12/7/2023 Seller

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#### **SELLER PROPERTY QUESTIONNAIRE**

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Maria Sarmiento | Keller Williams DTLA | Generated by Glide A

(C.A.R. Form SPQ, Revised 6/23)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead:

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, EITHER BY CONTRACT, OR BY STATUTE OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as 829 El Paso Drive

			, AS	565501 5 F	arcei No	3477020	000
situ	uated	in Los Angeles	, Cour	nty of	Los Angeles	Califor	nia ("Property").
	This p	property is a duplex, triplex or fourplex. A SPQ is re	equired for all units. TI	his SPQ is	for all units (or [	□ only unit(s)_	).
1.	Age sub par or o qua Not	closure Limitation: The following are represent(s), if any. This disclosure statement is no estitute for any inspections or warranties the tof the contract between Buyer and Seller. Upother person working with or through Broker latified to advise on real estate transactions. If the to Seller, PURPOSE: To tell the Buyer about perty and help to eliminate misunderstandings about Answer based on actual knowledge and recollect Something that you do not consider material or si	ot a warranty of an principal(s) may wishless otherwise spechas not verified info Seller or Buyer des known material or sibut the condition of the ion at this time.	y kind by sh to obta cified in wo rmation princes legal and gnificant item.	the Seller or in. This discleriting, Broker a rovided by Seladvice, they shems affecting the selections of the selection	any agents(sosure is not ind any real eler. A real estate or deleter value or deleter electrical and a real electrical el	) and is not a ntended to be estate licensee state broker is an attorney.
3.	Not	Think about what you would want to know if you were Read the questions carefully and take your time. If you do not understand how to answer a question, whether on this form or a TDS, you see cannot answer the questions for you or advise the to Buyer, PURPOSE: To give you more information.	vere buying the Prope estion, or what to dis hould consult a real e e you on the legal si tion about known mat	erty today. sclose or hestate attorufficiency oerial or sign	now to make a ney in Californi of any answers nificant items aff	disclosure in a of your choo or disclosure	osing. A broker es you provide.
4.	• • • SEI "No unl	the Property and help to eliminate misunderstanding Something that may be material or significant to you are something is important to you, be sure to put you sellers can only disclose what they actually known Seller's disclosures are not a substitute for your outless AWARENESS: For each statement below, "A "yes" answer is appropriate no matter how ess otherwise specified. Explain any "Yes" answer is appropriate to the statement below, and the substitution of th	rou may not be percein our concerns and quest. Seller may not know own investigations, per answer the question " ow long ago the iten	ved the sar stions in wri about all n rsonal judg Are you (S n being as	ne way by the Sting (C.A.R. formaterial or signiful or signiful or signiful or sommeller) aware of wate about hap	m BMI). icant items. on sense" by checking	s documented
5.	19.	CUMENTS:			ADEN	OU (SELLED	) AWARE OF
	(wh peri eas Sell <b>Not</b>	ports, inspections, disclosures, warranties, maint either prepared in the past or present, including taining to (i) the condition or repair of the Proper ements, encroachments or boundary disputes affeler	any previous transacty or any improvement of the Property who possession to Buye	etion, and votion, and votion this Pether oral o	whether or not roperty in the prince in writing and	Seller acted upast, now or p whether or not	upon the item), roposed; or (ii) provided to the
							<del></del>
6.		ATUTORILY OR CONTRACTUALLY REQUIRED Within the last 3 years, the death of an occupant (Note to seller: The manner of death may be a m AIDS.) An Order from a government health official identif	iaterial fact to the Buy ying the Property as b	er, and sho	ould be disclose minated by metl	ed, except for a	a death by HIV/ e. (If yes, attach
	_	a copy of the Order.)					. 🗆 Yes 🔀 No
	C.	The release of an illegal controlled substance on Whather the Property is leasted in or adjacent to	or beneath the Proper	ty			☐ Yes ☒ No
	D.	Whether the Property is located in or adjacent to (In general, a zone or district allowing manufactur					. 🗆 res 🔼 No
	E.	Whether the Property is affected by a nuisance of	reated by an "industria	al use" zone	·		□ Yes 🕱 No
		Whether the Property is located within 1 mile of a military training purposes that may contain potent	a former federal or sta ially explosive munition	ite ordnanc ons.)	e location (In g	eneral, an area	a once used for
	G.	Whether the Property is a condominium or locate	d in a planned unit de	velopment	or other commo	n interest sub	division
							•
© 2	023, Ca	alifornia Association of REALTORS®, Inc.					
SP	Q RE	VISED 6/23 (PAGE 1 OF 4) Buyer's Initials	/	S	eller's Initials 🔍		EQUAL HOUSING OPPORTUNITY

SPQ REVISED 6/23 (PAGE 2 OF 4)

Pro	roperty Address: 829 El Paso Drive, Los Angeles, CA 90042				
	<ul> <li>H. Insurance claims affecting the Property within the past 5 years</li> <li>I. Matters affecting title of the Property</li> <li>J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3</li> </ul>	□ Y	'es	X	No
	<ul> <li>K. Material facts or defects affecting the Property not otherwise disclosed to Buyer</li> <li>Explanation, or □ (if checked) see attached;</li> </ul>	□ Y	'es	X	No No
	Plumbing has been redone to copper plumbing				
7.	A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (i	nclud	ding	tho	se
	resulting from Home Warranty claims)  B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done to fenergy or water efficiency improvement or renewable energy?	for th	е рі	ırpc	se
	C. Ongoing or recurring maintenance on the Property  (for example, drain or sewer clean-out, tree or pest control service)				
	<ul> <li>D. Any part of the Property being painted within the past 12 months</li> <li>E. Whether the Property was built before 1978 (if No, leave (a) and (b) blank)</li></ul>	X Y	'es		No
	completed (if No, leave (b) blank)				
	Explanation: Retaining walls on back home all have been improved in the last 18 yrs. Back room was pain Roof, interior walls, Floor, Parking, electrical wiring was redone.	ited			
8.	A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, elect (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior do walls, ceilings, floors or appliances	rical, ll, roo oors, Y	, plu of, g wir 'es	mb utte idov	ng rs, vs, No
	B. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, or propane tank(s)	□ Y	'es	X	No
	C. An alternative septic system on or serving the Property		es	<b>X</b>	NO
9.	DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:  Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private a or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arisin earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make the property to the disaster assistance conditioned upon obtaining and maintain flood insurance on the Property to the disaster assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)  Explanation:	ageno ng fro ke rep D Y	cy, i om a pairs	nsu flo	rer od, 
					_
10.	<ul> <li>WATER-RELATED AND MOLD ISSUES:         <ul> <li>Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or affecting the Property.</li> </ul> </li> <li>B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property.</li> <li>C. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the neighborhood</li> </ul>	any s slipp □ Y □ Y ne P	applage es es rope	lian , on	ce, or No No or
	Explanation:				
11.	ARE YOU (SELLER)  A. Past or present pets on or in the Property  B. Past or present problems with livestock, wildlife, insects or pests on or in the Property	X Y	'es		No
	C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the about	ve	 'es		 No
	<ul> <li>D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above</li></ul>		es	<b>×</b>	— 
12.	BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:  A. Surveys, easements, encroachments or boundary disputes	AW.	ARE	E 01	 No
	Dos A I M				

Buyer's Initials \_\_\_\_/\_

y Address: 829 El Paso Drive, Los Angeles, CA 90042	
Use of any neighboring property by you	
NDSCAPING, POOL AND SPA:  ARE YOU (SELLER) AWARE	OF.
Diseases or infestations affecting trees, plants or vegetation on or near the Property	X N
Operational sprinklers on the Property	X N
If yes, is it operational?	SI IN
If yes, is it operational?	□ N
or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, e	ven
$\cdot$	N N
planation:	
ONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)	
ARE YOU (SELLER) AWARE	
Any Homeowners' Association (HOA) which has any authority over the subject property	⊒ N
against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property	
□ Yes I	⊐ N
(1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA	IN
(2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee	
□ Yes □ No	
planation:	
Leases, options or claims affecting or relating to title or use of the Property	X N
Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax ilens, mechanics liens, not default hankruptov or other court filings, or government hearings affecting or relating to the Property Homowyper Associations of the Property Homowyper Associations are storing to the Property Homowyper Association and the Property Homowyper Association and the Property Homowyper Association and the Property Homowyper Association are storing to the Property Homowyper Association and the Property Homowyper Association are storing to the Property Homowyper Association and the Property Homow	ce c
Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose u	ISE C
whether in writing or not	×Ν
property is shared with neighbor	
IGHBORS/NEIGHBORHOOD: ARE YOU (SELLER) AWARE	OF.
Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: Neighbors, t	raffic
parking congestion, airpianes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or la	andti
processing, agricultural operations, pusitiess, odor, recreational racinities, restaurants, entertainment complexes of fact parades, sporting events, fairs, neighborhood parties, litter construction, air conditioning equipment, air compressions and conditioning equipment, air compressions are conditioning equipment.	SSOrs
generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission	lines
or wildlife	<b>X</b> N
	but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage

Maria Sarmiento | Keller Williams DTLA | Generated by Glide

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roاح	perty	Any past or pr	8. Sont disputes or issues with a pois	29 El Paso Drive, Los Angeles, CA 90042 hbor which might impact the use, development and e	niovment of the Property
	Ь.			inbor which might impact the use, development and e	
	Exp				
		/=D\!\		ADE VOLL	051150\ 414455 05
17.		Opgoing or co		) ARE YOU Mnation, annexation or change in zoning or general pla	SELLER) AWARE OF
	Α.				
	В.	Existence or p	endency of any rent control, occupa	ancy restrictions, improvement restrictions or retrofit re	equirements that apply to
	_	or could affect	the Property	a the standard and a standard and the st	
				a that apply to or could affect the Propertyhat do not appear on the Property tax bill that apply to o	
	υ.				
	E.	Proposed con	truction, reconfiguration, or closure	of nearby Government facilities or amenities such as s	chools, parks, roadways
	_	and traffic sign	als	affecting the Property (i) that tall grass, brush or othe	☐ Yes 🗷 No
	F.	(ii) that restric	tree (or other landscaping) planting	g, removal or cutting or (iii) that flammable materials t	e removed
	G			insects that apply to or could affect the Property	
				falls within an existing or proposed Historic District	
		Any water sure	narges or penalties being imposed b	y a public or private water supplier, agency or utility; or r	estrictions or prohibitions
		on wells or oth	er ground water supplies		🗆 Yes 🗷 No
	J.			he postal/mailing address and the city which has juris	
	Evn				
	Lvb	ianation. <u></u>			
18.		IER:		ARE YOU (S	SELLER) AWARE OF
	Α.	Any occupant	of the Property smoking or vaping	any substance on or in the Property, whether past or p	present 🗌 Yes 🔀 No
				odifications, improvements, remodeling or material ch	
	C.	Any past or pr	sent known material facts or other	significant items affecting the value or desirability of th	e Property not otherwise
		disclosed to B	iyer	,	🗆 Yes 🕇 No
	Ехр	lanation:			
10	——————————————————————————————————————	E CHECKED)	DDITIONAL COMMENTS: The at	tached addendum contains an explanation or addition	al comments in response
١٥.	to sp	pecific question	s answered "yes" above. Refer to li	ne and question number in explanation.	ai commento in response
الم۵	or re	nrecente tha	Soller has provided the answers	s and, if any, explanations and comments on this	form and any attached
add	enda	a and that suc	n information is true and correct	to the best of Seller's knowledge as of the date s	igned by Seller. Selle
ack	now	ledges (i) Sell	er's obligation to disclose inform	nation requested by this form is independent from	any duty of disclosure
ınaı reli	a re eves	al estate licer Seller from h	see may nave in this transaction s/her own duty of disclosure.	; and (ii) nothing that any such real estate licensed	does or says to Selle
•			•		12 /6 /2022
Sell	er	SAIN		Santos Martinez Date	12/6/2023
Sell	er	0721B3E001CE4E5	— DocuSigned by:	Santos Martinez Date	12/7/2023
JO.,	O		4F8E0A9192EA482	Nosario Martinez Duto	
				as read, understands and has received a copy	of this Seller Property
Que	estio	nnaire form.			
<b>3.</b> יי	ıρr			Data	
				Date	

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# REAL ESTATE TRANSFER DISCLOSURE STATEMENT (CALIFORNIA CIVIL CODE §1102, ET SEQ.) (C.A.R. Form TDS, Revised 6/23)

$\square$ This property is a duplex, triplex or four	rplex. A TDS is required f	or all units. This TD	S is for all units (or $\square$ only unit(s)).
THIS DISCLOSURE STATEMENT CON			O IN THE CITY OF <u>Los Angeles</u> , STATE OF CALIFORNIA,
DESCRIBED AS		20 El Doce Drive	, STATE OF CALIFORNIA,
THIS STATEMENT IS A DISCLOS COMPLIANCE WITH § 1102 OF THE ( KIND BY THE SELLER(S) OR ANY A IS NOT A SUBSTITUTE FOR ANY INS	URE OF THE CONDI CIVIL CODE AS OF (DA GENT(S) REPRESENT SPECTIONS OR WARR	TION <sub>1</sub> 夕長/孔長 A TE) ING ANY PRINCIP ANTIES THE PRIN	IT IS NOT A WARRANTY OF ANY AL(S) IN THIS TRANSACTION, AND CIPAL(S) MAY WISH TO OBTAIN.
I. COORD This Real Estate Transfer Disclosure State depending upon the details of the particula residential property).	DINATION WITH OTH ement is made pursuant to ar real estate transaction (	s § 1102 of the Civil	Code. Other statutes require disclosures.
Substituted Disclosures: The following d Report/Statement that may include airport a in connection with this real estate transfer, a the same:	nnoyances, earthquake, fir	e, flood, or special ass	sessment information, have or will be made
☐ Inspection reports completed pursuant			
<ul> <li>Additional inspection reports or disclosu</li> </ul>	res:		
No substituted disclosures for this trans	ifer.	EORMATION .	
The Seller discloses the following info Buyers may rely on this information in dauthorizes any agent(s) representing an entity in connection with any actual or a	rmation with the knowle eciding whether and on v by principal(s) in this trans nticipated sale of the pro	edge that even thou what terms to purch saction to provide a operty.	ase the subject property. Seller hereby copy of this statement to any person or
THE FOLLOWING ARE REPRESENTA OF THE AGENT(S), IF ANY. THIS INF CONTRACT BETWEEN THE BUYER A	ORMATION IS A DISC	E SELLER(S) AND LOSURE AND IS N	ARE NOT THE REPRESENTATIONS OT INTENDED TO BE PART OF ANY
Seller $\square$ $\underline{is}$ $oxtimes$ $\underline{is}$ not occupying the	property.		
A. The subject property has the it  Range Oven Microwave Dishwasher Trash Compactor Garbage Disposal Washer/Dryer Hookups Rain Gutters Burglar Alarms Carbon Monoxide Device(s) Smoke Detector(s) Fire Alarm TV Antenna Satellite Dish Intercom Central Heating Central Air Conditioning Evaporator Cooler(s)  Evaporator Cooler(s)  Evaporator Cooler(s)  Evaporator Cooler(s)	<ul> <li>Wall/Window Air C</li> <li>Sprinklers</li> <li>Public Sewer Syste</li> <li>Septic Tank</li> <li>Sump Pump</li> <li>Water Softener</li> <li>Patio/Decking</li> <li>Built-in Barbecue</li> <li>Gazebo</li> <li>Security Gate(s)</li> <li>Garage:</li> <li>Attached □ No</li> <li>Carport</li> <li>Automatic Garag</li> <li>Number Rem</li> <li>Sauna</li> <li>Hot Tub/Spa:</li> <li>Locking Safety C</li> </ul>	em  t Attached e Door Opener(s) ote Controls	□ Pool: □ Child Resistant Barrier □ Pool/Spa Heater: □ Gas □ Solar □ Electric  Water Heater: □ Gas □ Solar □ Electric  Water Supply: □ City □ Well □ Private Utility or Other □ Gas Supply: □ Utility □ Bottled (Tank) □ Window Screens □ Window Security Bars □ Quick Release Mechanism on Bedroom Windows □ Water-Conserving Plumbing Fixtures
Exhaust Fan(s) in Kitchen 220	Volt Wiring in	Firep	place(s) in Living Room
□ Gas Starter N/A 🔀 Roof(s): Type	: Sningle	<del></del>	Age: 18 yrs. (approx.)
☐ Other:	odgo, any of the above that	are not in energting as	andition? \( \text{Vos} \( \text{M} \) No. If you then describe
(Attach additional sheets if necessary):	• •		
(*see note on page 2)			Dsns
© 2023, California Association of REALTORS®, Inc			
TDS REVISED 6/23 (PAGE 1 OF 3)	Buyer's Initials	/ Selle	er's Initials Equal Housing

Maria Sarmiento | Keller Williams DTLA | Generated by Glide A

Property Address:  8.29 El Paso Drive, Los Angeles, CA 90042  8. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ▼Yes/□ N space(s) below.  □ Interior Walls □ Ceilings □ Floors □ Exterior Walls □ Insulation □ Roof(s) □ Windows □ Doors □ Driveways □ Sidewalks ▼ Walls/Fences □ Electrical Systems □ Plumbing/Sewers/Septics □ Othe (Describe: Fence has been moved by land in backyard.  If any of the above is checked, explain. (Attach additional sheets if necessary.):  □ Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards rel monoxide device standards of Chapter 8 (commencing with § 13260) of Part 2 of Division 12 of, automatic Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of § 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars mechanisms in compliance with the 1995 edition of the California Building Standards Code. § 1101.4 of the family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fix diditionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in with § 1101.4 of the Civil Code.  C. Are you (Seller) aware of any of the following:  1. Substances, materials, or products which may be an environmental hazard such as, but not limiter formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminate on the subject property  2. Features of the property shared in common with adjoining landowners, such as walls, fences, and owhose use or responsibility for maintenance may have an effect on the subject property  3. Any encroachments, easements or similar matters that may affect your interest in the subject p	The carbon monoxide destating to, respectively, carbon to the carbon destating to, respectively, carbon to the carbon monoxide destating to, respectively, carbon to the carbon monoxide destating to, respectively and the carbon monoxide destating to, respectively, carbon mon
□ Interior Walls □ Ceilings □ Floors □ Exterior Walls □ Insulation □ Roof(s) □ Windows □ Doors □ □ Driveways □ Sidewalks ☑ Walls/Fences □ Electrical Systems □ Plumbing/Sewers/Septics □ Othe (Describe: Fence has been moved by land in backyard.  If any of the above is checked, explain. (Attach additional sheets if necessary.):  "Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards rel monoxide device standards of Chapter 8 (commencing with § 13260) of Part 2 of Division 12 of, automation of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of § 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars mechanisms in compliance with the 1995 edition of the California Building Standards Code. § 1101.4 of the family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fix diditionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in with § 1101.4 of the Civil Code.  C. Are you (Seller) aware of any of the following:  1. Substances, materials, or products which may be an environmental hazard such as, but not limite formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated on the subject property.  2. Features of the property shared in common with adjoining landowners, such as walls, fences, and whose use or responsibility for maintenance may have an effect on the subject property.  3. Any encroachments, easements or similar matters that may affect your interest in the subject property.  4. Room additions, structural modifications, or other alterations or repairs made without necessary per 5. Room additions, structural modifications, or ot	The carbon monoxide delating to, respectively, catic reversing device stand Article 2.5 (commencing s may not have quick-ree Civil Code requires all sixtures after January 1, 2 that is altered or improvent this dwelling may not control to the control of the civil code requires all sixtures after January 1, 2 that is altered or improvent this dwelling may not control of the civil code of
(Describe: Fence has been moved by land in backyard.  If any of the above is checked, explain. (Attach additional sheets if necessary.):  "Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards rel monoxide device standards of Chapter 8 (commencing with \$ 13260) of Part 2 of Division 12 of, automati of Chapter 12.5 (commencing with \$ 1989) of Part 3 of Division 13 of, or the pool safety standards of \$ 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars mechanisms in compliance with the 1995 edition of the California Building Standards Code. \$ 1101.4 of the family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fix Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in with \$ 1101.4 of the Civil Code.  C. Are you (Seller) aware of any of the following:  1. Substances, materials, or products which may be an environmental hazard such as, but not limiter formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated on the subject property	The carbon monoxide delating to, respectively, catic reversing device stand Article 2.5 (commencing s may not have quick-re e Civil Code requires all statures after January 1, 2 that is altered or improven this dwelling may not condition the decimal of the deci
"Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards rel monoxide device standards of Chapter 8 (commencing with § 13260) of Part 2 of Division 12 of, automati of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of § 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars mechanisms in compliance with the 1995 edition of the California Building Standards Code. § 1101.4 of the family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fix Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 194, a single-family residence built on or before January 1, 1994, required to be equipped with water-conserving plumbing fix fixers as a condition of final approval. Fixtures in with § 1101.4 of the Civil Code.  C. Are you (Seller) aware of any of the following:  1. Substances, materials, or products which may be an environmental hazard such as, but not limited formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated on the subject property.  2. Features of the property shared in common with adjoining landowners, such as walls, fences, and of whose use or responsibility for maintenance may have an effect on the subject property.  3. Any encroachments, easements or similar matters that may affect your interest in the subject prope 4. Room additions, structural modifications, or other alterations or repairs made without necessary per 5. Room additions, structural modifications, or other alterations or repairs made without necessary per 6. Fill (compacted or otherwise) on the property or any portion thereof.  7. Any settling from any cause, or slippage, sliding, or other soil problems.  8. Flooding, drainage or grading problems.  9. Major damage to	The carbon monoxide delating to, respectively, catic reversing device standarticle 2.5 (commencings may not have quick-respectively). The civil Code requires all sixtures after January 1, 2 that is altered or improvential
"Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards rel monoxide device standards of Chapter 8 (commencing with § 13260) of Part 2 of Division 12 of, automation of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of § 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars mechanisms in compliance with the 1995 edition of the California Building Standards Code. § 1101.4 of the family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fix Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in with § 1101.4 of the Civil Code.  C. Are you (Seller) aware of any of the following:  1. Substances, materials, or products which may be an environmental hazard such as, but not limited formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated on the subject property.  2. Features of the property shared in common with adjoining landowners, such as walls, fences, and on whose use or responsibility for maintenance may have an effect on the subject property.  3. Any encroachments, easements or similar matters that may affect your interest in the subject proped. Room additions, structural modifications, or other alterations or repairs made without necessary per 5. Room additions, structural modifications, or other alterations or repairs not in compliance with buildi 6. Fill (compacted or otherwise) on the property or any portion thereof.  7. Any settling from any cause, or slippage, sliding, or other soil problems.  8. Flooding, drainage or grading problems.  9. Major damage to the property or any of the structures from fire, earthquak	The carbon monoxide delating to, respectively, catic reversing device standarticle 2.5 (commencings may not have quick-respectively). That is altered or improvential that is altered or impro
garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards of Chapter 8 (commencing with § 13260) of Part 2 of Division 12 of, automation of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of S 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars mechanisms in compliance with the 1995 edition of the California Building Standards Code. § 1101.4 of the family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fix Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in with § 1101.4 of the Civil Code.  C. Are you (Seller) aware of any of the following:  1. Substances, materials, or products which may be an environmental hazard such as, but not limited formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated on the subject property.  2. Features of the property shared in common with adjoining landowners, such as walls, fences, and on whose use or responsibility for maintenance may have an effect on the subject property.  3. Any encroachments, easements or similar matters that may affect your interest in the subject prope 4. Room additions, structural modifications, or other alterations or repairs made without necessary per 5. Room additions, structural modifications, or other alterations or repairs not in compliance with buildi 6. Fill (compacted or otherwise) on the property or any portion thereof.  7. Any settling from any cause, or slippage, sliding, or other soil problems.  9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides  10. Any zoning violations, nonconforming uses, violations of "setback" requirements  11. Neighborhood noise problems or other nuisances  12. CC&R's or ot	elating to, respectively, catic reversing device stand Article 2.5 (commencing s may not have quick-re expectively). The commencing standard standa
<ol> <li>Substances, materials, or products which may be an environmental hazard such as, but not limited formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated on the subject property</li> <li>Features of the property shared in common with adjoining landowners, such as walls, fences, and ownose use or responsibility for maintenance may have an effect on the subject property</li> <li>Any encroachments, easements or similar matters that may affect your interest in the subject property</li> <li>Room additions, structural modifications, or other alterations or repairs made without necessary person additions, structural modifications, or other alterations or repairs not in compliance with building</li> <li>Fill (compacted or otherwise) on the property or any portion thereof.</li> <li>Any settling from any cause, or slippage, sliding, or other soil problems.</li> <li>Flooding, drainage or grading problems.</li> <li>Major damage to the property or any of the structures from fire, earthquake, floods, or landslides.</li> <li>Any zoning violations, nonconforming uses, violations of "setback" requirements.</li> <li>Neighborhood noise problems or other nuisances.</li> <li>CC&amp;R's or other deed restrictions or obligations.</li> <li>Homeowners' Association which has any authority over the subject property.</li> <li>Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in unitarity.</li> </ol>	d soil or water
15. Any notices of abatement or citations against the property	
If the answer to any of these is yes, explain. (Attach additional sheets if necessary.):	
<ul> <li>D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 1311 Code by having operable smoke detector(s) which are approved, listed, and installed in accordance regulations and applicable local standards.</li> <li>2. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 19211 o by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applic</li> </ul>	e with the State Fire Mars of the Health and Safety cable law.
Seller certifies that the information herein is true and correct to the best of the Seller's knowledge a	_
Seller. Seller Santos Martinez Date	12/6/2023
072183E001CE4E5 DocuSigned by:	12/7/2023
Seller Rosario Martinez Date	





- 3		12/0/2023
Property Address:	829 El Paso Drive, Los Angeles, CA 90042	_ Date:

#### **III. AGENT'S INSPECTION DISCLOSURE**

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY. STATES THE FOLLOWING:

ACCESSIBLE AREAS OF THE	PROPERTY IN CONJUN	CTION WITH THAT IN	<b>IQUIRY, STATES THE FOLLOW</b>	/ING:
X See attached Agent Visual Insp	ection Disclosure (AVID Fo	orm)		
☐ Agent notes no items for disclos	•	,		
<ul> <li>☐ Agent notes the following items</li> </ul>				
	•			
		De au Siemand	L	
Agent (Broker Representing Seller	Keller Williams DTI A	By A	Data 12///	2023
go (= .ooop. oocg • oo.	(Please Print)	(Associate Licenses	or Broker Signature)	
	IV ACENTIC INCE	Maria S	Sarmiento	
(To be completed		ECTION DISCLOSUR	<b>E</b> her than the agent above.)	
` .			IGENT VISUAL INSPECTION (	SE TUE
ACCESSIBLE AREAS OF THE			IGENT VISUAL INSPECTION (	JF INE
☐ See attached Agent Visual Insp	•			
<ul> <li>Agent notes no items for disclosing</li> </ul>	•	,		
☐ Agent notes the following items				
	•			
		_	_	
Agent (Broker Obtaining the Offer)	(Please Print)	•		
	(Please Pfifft)	(Associate Licensee or E	oroker Signature)	
			ICE AND/OR INSPECTIONS O	
PROPERTY AND TO PROVI	DE FOR APPROPRIATE	PROVISIONS IN A CO	ONTRACT BETWEEN BUYER A	ND
SELLER(S) WITH RESPECT	TO ANT ADVICE/INSEL	CHONS/DELECTS.		
I/WE ACKNOWLEDGE RECEIP	, , ,			
Seller 1724 PRECOUNCE / PE	Date 12 /7 /2023	_ ,	Date	
	tos Martinez Date	Buyer _DocuSigned by:	Date12/7/2	023
Agent (Broker Representing Seller)	rio Martinez Keller Williams DTLA		Maria Sarmiento Date	
	(Please Print)		e or Broker Signature)	
Agent (Broker Obtaining the Offer)		By	Date	
	(Please Print)	(Associate Licensee	or Broker Signature)	

§ 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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## Residential Earthquake Risk Disclosure Statement (2020 Edition)

Name <b>Santos Martinez, Rosario Martinez</b>					APN <b>5477026008</b>					
Street Address <b>829 El Paso Drive</b>					Yea	r Built <b>192</b>	5			
City Los Angeles	Со	unty <u>Los Ange</u>	eles		Zip	Code <b>900</b>	42			
Answer these questions to the best of have an elevated/disclosable earthque "Don't Know." Questions answered "the feature, answer "Doesn't Apply." The page numbers in the right-hand of	ake risk. If you Don't Know" r If you correcte	do not have a may indicate a ed one or more	ctual knowledge need for further of these risks, c	as to w evalua lescribe	hether tion. If the w	these risk your home ork on a se	s exist, an e does no eparate p	swer ot have age.		
				Yes	No	Doesn't Apply	Don't Know	See Page		
1. Is the water heater braced to resist	falling during	an earthquake	?	×				14		
2. Is your home bolted to its foundati	on?			X				15		
3. If your home has crawl space (cripp	ole) walls:									
a. Are the exterior crawl space (crip	ople) walls brad	ced?		X				17		
b. If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?							X	18		
4. If the exterior foundation, or part o has it been strengthened?	f it, is made of	unreinforced	masonry,				X	19		
5. If your home is on a hillside:										
a. Are the exterior tall foundation v	valls braced?						×	20		
b. Are the tall posts or columns eith they been strengthened?	ner built to res	ist earthquake	s or have				X	20		
6. If the exterior walls of your home a either completely or partially, have			onry,				X	21		
7. If your home has a room over the good opening built to resist earthquakes						X		22		
8. Is your home outside an Alquist-Pri immediately surrounding known ac			an area	To be reported on the Natural Hazard Disclosure Statement						
9. Is your home outside a Seismic Hazard Zone (an area identified as susceptible to liquefaction or a landslide)?  To be reported to Hazard Disclosure.										
As seller of the property described he in an effort to disclose fully any poten				the be	est of m	ny knowled	dge			
EXEGUITSTIPLEBY:		DocuSigned	by:			12	/6/2023	3		
Selle <sub>0721</sub> 5antos-Martinez		Selle <sub>4F8</sub> FROM PROPERTY OF THE PROPERTY OF TH	o.Wartinez			Da	te			
I acknowledge receipt of the Homeov signed by the seller. I understand that indicated a lack of knowledge, there n	t if the seller ha	as answered "I	No" to one or m	ore que				nd		
Buyer		Buyer				Da	te			

This Disclosure Statement is made in addition to the standard real estate transfer disclosure statement also required by law.

### Residential Earthquake Risk Disclosure Statement Addendum

829 El Paso Drive, Los Angeles, CA 90042

If you corrected one or more earthquake weaknesses, please describe the work performed:
Is there anything else you would like to disclose?



#### **SELLER PROPERTY QUESTIONNAIRE**

\_\_\_\_\_, Assessor's Parcel No. \_\_\_\_\_\_<del>5477026008</del>

(C.A.R. Form SPQ, Revised 6/23)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead:

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, EITHER BY CONTRACT, OR BY STATUTE OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

situated in \_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_ Los Angeles \_\_\_\_\_ California ("Property").

Seller makes the following disclosures with regard to the real property or manufactured home described as 831 El Paseo Drive

	his p	property is a duplex, triplex or fourplex. A SPQ is required for all units. This SPQ is for all units (or $\square$ only unit(s)).
<ol> <li>2.</li> </ol>	Age sub par or e qua Not	closure Limitation: The following are representations made by the Seller and are not the representations of the ent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a stitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be tof the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee other person working with or through Broker has not verified information provided by Seller. A real estate broker is alified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney. The test of the Seller, PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the perty and help to eliminate misunderstandings about the condition of the Property.  Answer based on actual knowledge and recollection at this time.
	•	Something that you do not consider material or significant may be perceived differently by a Buyer.  Think about what you would want to know if you were buying the Property today.  Read the questions carefully and take your time.  If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker
3.	Not of the	cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.  te to Buyer, PURPOSE: To give you more information about known material or significant items affecting the value or desirability  the Property and help to eliminate misunderstandings about the condition of the Property.  Something that may be material or significant to you may not be perceived the same way by the Seller.  If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI).  Sellers can only disclose what they actually know. Seller may not know about all material or significant items.  Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.
4.	"No	LLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of" by checking either "Yes" or" A "yes" answer is appropriate no matter how long ago the item being asked about happened or was documented ess otherwise specified. Explain any "Yes" answers in the space provided or attach additional comments and check paragraph
5.	Rep (who per eas Sell <b>Not</b>	ARE YOU (SELLER) AWARE OF corts, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents tether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), taining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) tements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the ler
_		
6.	A.	ATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:  Within the last 3 years, the death of an occupant of the Property upon the Property
	В.	An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.)
		The release of an illegal controlled substance on or beneath the Property
	D.	Whether the Property is located in or adjacent to an "industrial use" zone
	F	(In general, a zone or district allowing manufacturing, commercial or airport uses.)  Whether the Property is affected by a nuisance created by an "industrial use" zone □ Yes ヌ No
	F.	Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.)
	G	Whether the Property is a condominium or located in a planned unit development or other common interest subdivision
	G.	whether the Property is a condominant or located in a planned unit development or other common interest subdivision
@ <b>ɔ</b> ɾ	123 C	alifornia Association of REALTORS®, Inc.
		EVISED 6/23 (PAGE 1 OF 4) Buyer's Initials/ Seller's Initials/

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Pro	ty Address: 831 El Paseo Drive, Los Angeles , CA 90042	
	Insurance claims affecting the Property within the past 5 years	No
	Material facts or defects affecting the Property not otherwise disclosed to Buyer	No No
7.	ARE YOU (SELLER) AWARE  Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including t resulting from Home Warranty claims)  Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the pur of energy or water efficiency improvement or renewable energy?	hose No pose
	Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service)	l No
	Any part of the Property being painted within the past 12 months	No No
	(b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead- Based Paint Renovation Rule	
	planation: walls, ceiling, roof, floor, electrical, copper plumbing was redone in year 2005.	
8.	TRUCTURAL, SYSTEMS AND APPLIANCES:  Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plum (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gu chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, wind walls, ceilings, floors or appliances	nbing tters, lows, No alarm No
9.	SASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:  nancial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, in private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a foundation of the disaster, or occurrence or defect, whether or not any money received was actually used to make repairs of the property of the disaster assistance conditioned upon obtaining and maintain flood insurance on the Property of the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)	surer lood,
10	ATER-RELATED AND MOLD ISSUES:  ARE YOU (SELLER) AWARE	OE
10.	Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliation pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, affecting the Property	ance, on or No No No ty or
	planation:	
11.	Past or present problems with livestock, wildlife, insects or pests on or in the Property	□ No ₹ No
	Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above	No No
12.	DUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:  Surveys, easements, encroachments or boundary disputes	0F
	Surveys, easements, encroachments or boundary disputes	

SPQ REVISED 6/23 (PAGE 2 OF 4) Buyer's Initials \_\_\_\_\_/\_\_

eller's Initials

Pro	operty Address: 831 El Paseo Drive, Los Angeles , CA 90042	
	<b>B.</b> Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other training roads.	avel or drainage
	C. Use of any neighboring property by you	□ Yes 🛱 No
	Explanation.	
13.	. LANDSCAPING, POOL AND SPA: ARE YOU	(SELLER) AWARE OF
	<ul><li>A. Diseases or infestations affecting trees, plants or vegetation on or near the Property</li><li>B. Operational sprinklers on the Property</li></ul>	
	(1) If yes, are they □ automatic or □ manually operated.	□ Vaa □ Na
	(2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system  C. A pool heater on the Property	
	If yes, is it operational?	
	D. A spa heater on the Property	
	If yes, is it operational?	⊔ Yes ⊔ No
	or other water-related decor including any ancillary equipment, including pumps, filters, heaters and or repaired	cleaning systems, even if
	Explanation:	
14.		(SELLER) AWARE OF
	<ul> <li>A. Property being a condominium or located in a planned unit development or other common interest sub</li> <li>B. Any Homeowners' Association (HOA) which has any authority over the subject property</li> </ul>	
	C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other area	as co-owned in undivided
	interest with others)	
	D. CC&R's or other deed restrictions or obligations	
	E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability against or fines or violations issued by a Homeowner Association or Architectural Committee affecting	the Property
	F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improve Property	ements made on or to the
	<ul> <li>(1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restriction Committee requirement</li></ul>	ons or HOA 1 Yes □ No
	Explanation: N/A	
15.	TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS:  ARE YOU	(SELLER) AWARE OF
	A. Other than the Seller signing this form, any other person or entity with an ownership interest	X Yes 🗆 No
	<ul> <li>B. Leases, options or claims affecting or relating to title or use of the Property</li> <li>C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mediations, arbitrations, arbitra</li></ul>	echanics' liens, notice of
	default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, or neighborhood	□ Yes 🔀 No
	responsibility for maintenance may have an effect on the subject property	¥ Yes □ No
	whether in writing or not	☐ Yes 🐱 No
	groups or any other person or entity	□ Yes 😾 No
	replacement, improvement, remodel or material repair of the Property	☐ Yes 🙀 No
	assessment on the Property tax bill	☐ Yes 😾 No
	Explanation: 15A. Wife also has ownership intereest of property. 15D. Fence is shared on one side	and back or property.
16.	NEIGHBORS/NEIGHBORHOOD: ARE YOU	(SELLER) AWARE OF
	A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the folloparking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainmer parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment or appliances, underground gas pipelines, cell phone towers, high vo	refuse storage or landfill nt complexes or facilities, oment, air compressors, ltage transmission lines,
	or wildlife	↑   Pes ≥ No

SPQ REVISED 6/23 (PAGE 3 OF 4)

Buyer's Initials \_\_\_\_\_/\_\_\_



Pro	pert	Address: 831 El Paseo Drive, Los Angeles , CA 90042	
		Any past or present disputes or issues with a neighbor which might impact the use, development and	
	Exp	lanation:	
17.			(SELLER) AWARE OF
		Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general p affect the Property	🗆 Yes 🙀 No
	B.	Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit or could affect the Property	
		Existing or contemplated building or use moratoria that apply to or could affect the Property	☐ Yes 🙀 No or could affect the Property
	E.	Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as and traffic signals	schools, parks, roadways
	F.	Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or oth (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials	er vegetation be cleared be removed
	G. H. I.	Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property Whether the Property is historically designated or falls within an existing or proposed Historic District Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or	
	J.	on wells or other ground water supplies	sdiction over the property
	Exp	planation: LA City Rent Control	
18.	A. B. C.	ARE YOU ( Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or Any use of the Property for, or any alterations, modifications, improvements, remodeling or material cl to, cannabis cultivation or growth  Any past or present known material facts or other significant items affecting the value or desirability of t disclosed to Buyer  Janation:	nange to the Property due ☐ Yes 🙀 No he Property not otherwise ☐ Yes 🙀 No
19.	 □ (I	F CHECKED) ADDITIONAL COMMENTS: The attached addendum contains an explanation or addition pecific questions answered "yes" above. Refer to line and question number in explanation.	nal comments in response
ado ack tha	ller re dend know it a re	epresents that Seller has provided the answers and, if any, explanations and comments on this a and that such information is true and correct to the best of Seller's knowledge as of the date dedges (i) Seller's obligation to disclose information requested by this form is independent from all estate licensee may have in this transaction; and (ii) nothing that any such real estate licenses Seller from his/her own duty of disclosure.	signed by Seller.  Selle n any duty of disclosure
<u>د</u> ما	امد	Docusigned by:	12/6/2023
	ler ler	Santos Martinez Date  Rosario Martinez Date	12/7/2023
Ву	sign	ing below, Buyer acknowledges that Buyer has read, understands and has received a copy onnaire form.	
Βυ	ver	Date _	
	. –		

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SPQ REVISED 6/23 (PAGE 4 OF 4)





# REAL ESTATE TRANSFER DISCLOSURE STATEMENT (CALIFORNIA CIVIL CODE §1102, ET SEQ.) (C.A.R. Form TDS, Revised 6/23)

☐ This property is a duplex, triplex or four	plex. A TDS is required for all units. This $TE$	OS is for all units (or $\square$ only unit(s)).
	CERNS THE REAL PROPERTY SITUATE	
	COUNTY OF Los Angeles	, STATE OF CALIFORNIA,
	831 El Paseo Drive	
COMPLIANCE WITH § 1102 OF THE C KIND BY THE SELLER(S) OR ANY AC IS NOT A SUBSTITUTE FOR ANY INS	JRE OF THE CONDITION1分6/10 10 10 11 10 10 10 10 10 10 10 10 10 1	IT IS NOT A WARRANTY OF ANY PAL(S) IN THIS TRANSACTION, AND NCIPAL(S) MAY WISH TO OBTAIN.
This Real Estate Transfer Disclosure States	INATION WITH OTHER DISCLOSUR ment is made pursuant to § 1102 of the Civ r real estate transaction (for example: specia	il Code. Other statutes require disclosures,
Substituted Disclosures: The following dis Report/Statement that may include airport an	sclosures and other disclosures required by la inoyances, earthquake, fire, flood, or special and are intended to satisfy the disclosure obligat	ssessment information, have or will be made
☐ Inspection reports completed pursuant to	the contract of sale or receipt for deposit.	
$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $	es:	
No substituted disclosures for this transf	er. II. SELLER'S INFORMATION	
Buyers may rely on this information in de authorizes any agent(s) representing any entity in connection with any actual or an	mation with the knowledge that even the ciding whether and on what terms to purely principal(s) in this transaction to provide a ticipated sale of the property.	hase the subject property. Seller hereby a copy of this statement to any person or
THE FOLLOWING ARE REPRESENTA OF THE AGENT(S), IF ANY. THIS INFO CONTRACT BETWEEN THE BUYER A	TIONS MADE BY THE SELLER(S) AND DRMATION IS A DISCLOSURE AND IS I ND SELLER.	O ARE NOT THE REPRESENTATIONS NOT INTENDED TO BE PART OF ANY
Seller $\square$ is $\boxtimes$ is not occupying the	property.	
☐ Gas Starter N/A Roof(s): Type: ☐ Other: Are there, to the best of your (Seller's) knowle	Wall/Window Air Conditioning  Sprinklers  Public Sewer System  Septic Tank  Sump Pump  Water Softener  Patio/Decking  Built-in Barbecue  Gazebo  Security Gate(s)  Garage:  Attached Not Attached  Carport  Automatic Garage Door Opener(s)  Number Remote Controls  Sauna  Hot Tub/Spa:  Locking Safety Cover  Volt Wiring in Fire  Shingle	Age: Age: (approx.)  condition? □ Yes/⋈ No. If yes, then describe.
(*see note on page 2)		<del>-</del>
(		DS DS
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Maria Sarmiento | Keller Williams DTLA | Generated by Glide A

Property Address: 831 El Paseo Drive, Los Angeles , CA 90042		12/6/2023
Are you (Seller) aware of any significant defects/malfunctions in any of the following?  space(s) below.	Yes/	, check appropria
☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐	] Doors □ Foundat	tion $\square$ Slab(s)
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septice		
escribe:		а. Сотпрототно
any of the above is checked, explain. (Attach additional sheets if necessary.):		
stallation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the d	dwelling. The carb	on monoxide device
drage door opener, or child-resistant pool barrier may not be in compliance with the safety stant onoxide device standards of Chapter 8 (commencing with § 13260) of Part 2 of Division 12 of, Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety stant 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window sec echanisms in compliance with the 1995 edition of the California Building Standards Code. § 110 mily residences built on or before January 1, 1994, to be equipped with water-conserving pludiditionally, on and after January 1, 2014, a single-family residence built on or before January quired to be equipped with water-conserving plumbing fixtures as a condition of final approval. F th § 1101.4 of the Civil Code.	ndards relating to, automatic reversi dards of Article 2. curity bars may no 1.4 of the Civil Coc umbing fixtures aff 1, 1994, that is al	respectively, carb ng device standar 5 (commencing w t have quick-relea de requires all sing ter January 1, 201 tered or improved
. Are you (Seller) aware of any of the following:		
<ol> <li>Substances, materials, or products which may be an environmental hazard such as, but r formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and cont on the subject property</li> </ol>	taminated soil or v	vater
Features of the property shared in common with adjoining landowners, such as walls, fence		
whose use or responsibility for maintenance may have an effect on the subject property		🗷 Yes 🗆 N
3. Any encroachments, easements or similar matters that may affect your interest in the subject to the subject		
4. Room additions, structural modifications, or other alterations or repairs made without necessary.	essary permits	🗆 Yes 🔀 🕻
<ul><li>5. Room additions, structural modifications, or other alterations or repairs not in compliance v</li><li>6. Fill (compacted or otherwise) on the property or any portion thereof</li></ul>	with building codes	i ⊔ Yes 🙀
7. Any settling from any cause, or slippage, sliding, or other soil problems		
8. Flooding, drainage or grading problems		□ Yes 🛂 N
9. Major damage to the property or any of the structures from fire, earthquake, floods, or land	dslides	🗌 Yes 🙀 N
10. Any zoning violations, nonconforming uses, violations of "setback" requirements		□ Yes 🙀 N
11. Neighborhood noise problems or other nuisances		🗌 Yes 🔀 N
12. CC&R's or other deed restrictions or obligations		🗀 Yes 🔀 N
<ul><li>13. Homeowners' Association which has any authority over the subject property</li><li>14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-ow</li></ul>	wood in undivided	⊔ Yes 💢 l
interest with others)		□ Yes •
<b>15.</b> Any notices of abatement or citations against the property		
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claim	ms for damages b	y the
Seller pursuant to § 910 or 914 threatening to or affecting this real property, claims	for breach of wa	rranty
pursuant to § 900 threatening to or affecting this real property, or claims for breach of a		
agreement pursuant to § 903 threatening to or affecting this real property, including		
for damages pursuant to § 910 or 914 alleging a defect or deficiency in this real prope (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided into		
	erest with others).	
he answer to any of these is yes, explain. (Attach additional sheets if necessary.):		
<ol> <li>The Seller certifies that the property, as of the close of escrow, will be in compliance wit Code by having operable smoke detector(s) which are approved, listed, and installed in accregulations and applicable local standards.</li> <li>The Seller certifies that the property, as of the close of escrow, will be in compliance with § by having the water heater tank(s) braced, anchored, or strapped in place in accordance w</li> </ol>	cordance with the \$ 19211 of the Hea	State Fire Marsha alth and Safety Co
eller certifies that the information herein is true and correct to the best of the Seller's known	• •	
eller.	-	- •
Biller Santos Martinez Da	ate 12/6/202	3
Decisioned by	42 /= /2	
eller Rosario Martinez Da	ate12/7/2	U43
4F8E0A9192EA482		
	DS A	DS PO
DS REVISED 6/23 (PAGE 2 OF 3)  Buyer's Initials/ Seller's In		
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DocuSign Envelope ID: 1E700176-028E-448E-AD81-2C38C914D2C7

•		
Property Address:	831 El Paseo Drive, Los Angeles , CA 90042	Date:

#### III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY. STATES THE FOLLOWING:

See attached Agent Visual Inspect	ion Disclosure (AVID Fo	rm)	,	
☐ Agent notes no items for disclosure.				
☐ Agent notes the following items: _				
			— DocuSigned by:	12/7/2023
Agent (Broker Representing Seller)	Keller Williams DTLA (Please Print)	-	Maria Sarmicuto sociato Lipocopo su Broker Signature)	Date
	IV. AGENT'S INSP	ECTION D	Maria Sarmiento	
(To be completed on			e offer is other than the age	ent above.)
THE UNDERSIGNED, BASED ON ACCESSIBLE AREAS OF THE PR	I A REASONABLY COOPERTY, STATES TH	OMPETEN <sup>T</sup>	T AND DILIGENT VISUA VING:	L INSPECTION OF THE
See attached Agent Visual Inspect	ion Disclosure (AVID Fo	rm)		
Agent notes no items for disclosur	е.			
$\Box$ Agent notes the following items: $\_$				
Agent (Broker Obtaining the Offer)		By	Da	ate
	(Please Print)	(Associa	ate Licensee or Broker Signature)	
V. BUYER(S) AND SELLER(S) MA PROPERTY AND TO PROVIDE SELLER(S) WITH RESPECT TO  WE ACKNOWLEDGE RECEIPT (	FOR APPROPRIATE D ANY ADVICE/INSPE	PROVISIO	NS IN A CONTRACT BET EFECTS.	
Delip 10721835E0016E4E6	Date	_ Buyer		Date
450504040054400	<u>fartinez</u> Date	_ Buyer_boo	cuSigned by:	Date
Agent (Broker Representing Seller)  Rosario M	Martinez Keller Williams DTLA (Please Print)	By Ma	MA SAYMILL O Maria Sarn sociate Licensee or Broker Signature)	mento Date
Agent (Broker Obtaining the Offer)		By		Date
	(Please Print)	(As	sociate Licensee or Broker Signature)	

§ 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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## Residential Earthquake Risk Disclosure Statement (2020 Edition)

Name Santos Martinez, Rosario Martinez				API	5477026	7026008			
Street Address <b>831 El Paseo Drive</b> Year Built					r Built <b>192</b>	1925			
City Los Angeles County Los Angeles Zip Code 9						42			
Answer these questions to the be have an elevated/disclosable earth "Don't Know." Questions answere the feature, answer "Doesn't Appl The page numbers in the right-har	nquake risk. If you ed "Don't Know" r ly." If you correcte	do not have actual knowledge nay indicate a need for furthe d one or more of these risks,	e as to w er evalua describe	hether tion. If the w	these risks your home ork on a se	s exist, an e does no eparate p	swer ot have age.		
			Yes	No	Doesn't Apply	Don't Know	See Page		
1. Is the water heater braced to re	sist falling during	an earthquake?	×				14		
2. Is your home bolted to its found	dation?		×				15		
3. If your home has crawl space (c	ripple) walls:								
a. Are the exterior crawl space	(cripple) walls brac	ed?	×				17		
b. If the exterior foundation cor posts, have they been streng		ted concrete piers and				X	18		
4. If the exterior foundation, or pa has it been strengthened?	rt of it, is made of	unreinforced masonry,				X	19		
5. If your home is on a hillside:									
a. Are the exterior tall foundation	on walls braced?					X	20		
b. Are the tall posts or columns they been strengthened?	either built to resi	st earthquakes or have				X	20		
<ol><li>If the exterior walls of your hom either completely or partially, ha</li></ol>						X	21		
7. If your home has a room over th opening built to resist earthqua					X		22		
8. Is your home outside an Alquist immediately surrounding knowr					orted on ti sclosure S		ıl		
9. Is your home outside a Seismic Hazard Zone (an area identified as susceptible to liquefaction or a landslide)?  To be reported Hazard Disclosure.							nl		
As seller of the property described in an effort to disclose fully any po			to the be	est of n	ny knowled	dge			
$\leq \wedge \wedge \wedge \wedge$		RCM			12	/6/2023	3		
elleg <sub>721</sub> Satisfos Martinez		selle <sub>4F8</sub> Romaria Abbartinez			Da	te			
l acknowledge receipt of the <i>Hom</i> signed by the seller. I understand indicated a lack of knowledge, the	that if the seller ha	as answered "No" to one or r	nore que				nd		
Buyer		Buyer			Da	te			

This Disclosure Statement is made in addition to the standard real estate transfer disclosure statement also required by law.

### Residential Earthquake Risk Disclosure Statement Addendum

831 El Paseo Drive, Los Angeles , CA 90042

If you corrected one or more earthquake weaknesses, please describe the work performed:
Is there anything else you would like to disclose?

This is a disclosure and addendum to the Purchase Agreement, OR □ Other \_



# FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM

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

dated _	, on property known as	829 El Paso Dr., Los Angeles, CA 90042	("Property"),
in which			("Property"), is referred to as Buyer, is referred to as Seller.
and	Santos Mai	rtinez, Rosario Martinez	is referred to as Seller.
the A. B.	subsequent applicable paragraphs.  Home Fire Hardening Disclosure: The Not residential properties if: (i) the Property conta Disclosure Statement (C.A.R. Form TDS); (iii) (iv) the improvement(s) on the Property were NOT MET, SELLER DOES NOT HAVE TO AI Defensible Space Compliance: The discloresidential properties if (i) the Property conta Disclosure Statement (C.A.R. Form TDS); and IF ANY OF THESE THREE CONDITIONS IS Fire Hazard Severity Zone Status: It may be zone by consulting with a natural hazard zone be available through a local agency where the	teet the conditions stated in paragraph 1A or 1B, ice and disclosure of vulnerabilities in paragraph ains one to four units; (ii) the seller is required to the Property is located in either a high or very constructed before January 1, 2010. IF ANY (NSWER THE QUESTIONS IN PARAGRAPH 2) sures and requirements specified in paragraph ins one to four units; (ii) the seller is required to (iii) the Property is located in either a high or NOT MET, PARAGRAPH 3 DOES NOT HAVE be possible to determine if a property is in a high disclosure company or reviewing the company is information should have been filed. Cal Fired the seller is required the seller is required to disclosure company or reviewing the company of the seller is to determine which fire hazard zone, if an ebsite at https://www.fire.ca.gov/dspace/.	ph 2 are only required for sellers of to complete a Real Estate Transfer high fire hazard severity zone; and DF THESE FOUR CONDITIONS IS B. h 3 are only required for sellers of to complete a Real Estate Transfer very high fire hazard severity zone. TO BE COMPLETED. h or very high fire hazard severity is report. This information may also thas a "Fire Hazard Severity Zone."
me A.	FIRE HARDENING STATUTORY NOTICE:  ZONE AND THIS HOME WAS BUILT BEFOR CODES WHICH HELP TO FIRE HARDEN A H TO CONSIDER IMPROVEMENTS. INFORM AND INFORMATION ON MINIMUM ANNUAWILDFIRES, CAN BE OBTAINED ON THE INFIRE HARDENING VULNERABILITIES: Are wildfire and flying embers  (1) Eave, soffit, and roof ventilation where the not flame and ember resistant	B is only required to be completed if all four this home is located in a high or verse. The implementation of the wildfir ome. To better protect your home from a time of the following in the protect your home from the following in the following features that it is a first of the following features that it is a first of the following features that it is a first of the following features that it is a first of the following features that it is a first of the following features that it is a first of the following features that it is a first of the following features that it is a first of the following features that it is a first of the following features that it is a first of the following features that it is a first of the following features that it is a first of the following features that it is a first of the following features that it is a first of the following features that it is a first of the following features that it is a first of the following features that it is a first of the feature features that it is a first of the feature features for the feature features features features for the features	AY HIGH FIRE HAZARD SEVERITY IE URBAN INTERFACE BUILDING OM WILDFIRE, YOU MIGHT NEED URRENT BUILDING STANDARDS DS TO PROTECT HOMES FROM RWILDFIRE.ORG". It may make the home vulnerable to of an inch or are
in info A. B.	paragraph 1B are met) (The Defensible Sormation on how to complete this paragrap LOCAL COMPLIANCE REQUIREMENTS: Trequiring defensible space around an improve the answer to paragraph 3A if the conditions SELLER REPRESENTATION OF PROPERT vegetation management ordinance (hereafter (1) Seller is UNAWARE of whether the Propedoes NOT have a report prepared by an AR (2) Property IS in compliance with State or I must have obtained compliance within the 3 (or) Days after Seller's execution whichever occurs last. If this paragraph is R (3) Property is NOT in compliance with State or I have been supported by an Authorem and the state of th	he Property (□ IS, ☒ is NOT) subject to a local ement on the Property. (Paragraphs 3B and 3 in paragraph 1B are met.) IY COMPLIANCE with the applicable State de , State or local defensible space law) at the time erty is in compliance with the applicable State o	vegetation management ordinance <b>C</b> must be completed regardless of fensible space requirement or local of Seller signature: r local defensible space law. Seller local defensible space law. Seller locumentation of compliance within aragraph 3N(1) of the Agreement, applicable. If Seller has, or agrees Deliver such report to Buyer within

EQUAL HOUSING

("Agreement"),

STATE OR LOCAL DEFENSIBLE SPACE REQUIREMENTS:

defensible space law within one year of Close Of Escrow.\*

C. BUYER AND SELLER AGREEMENT REGARDING WHICH PARTY SHALL OBTAIN COMPLIANCE WITH APPLICABLE

(1) BUYER RESPONSIBILITY - NO LOCAL ORDINANCE. Buyer shall obtain documentation of compliance with the State

OR (2)	□ BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT compliance as a result of a sale of the Property. The local ordinance allows eith	ORDINANCE IN EFFECT which requires
	compliance. Buyer shall comply with the requirements of the ordinance after C	lose Of Escrow.
OR (3)	) □ BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDI	NANCE IN EFFECT which does NOT require
,	compliance as a result of a sale of the Property. Buyer shall obtain documenta	ation of compliance with the State defensible
(1)	space law within one year of Close Of Escrow,* or if applicable comply with the	local requirement after Close Of Escrow.
OR (4)		ORDINANCE IN EFFECT which requires
	compliance as a result of a sale of the Property. The local ordinance requires sprior to Close of Escrow. Seller shall obtain document of compliance prior to the	Seller to obtain documentation of compliance
OR (5)	DIGITION CONSECTION. Selies shall obtain document of compliance prior to the SELLER RESPONSIBILITY - STATE OR LOCAL COMPLIANCE ALREA	DV COMPLETE If ONLY state law applies
011(0)	Seller has obtained documentation of compliance with State defensible space	e requirement within the last 6 months. For
	either State or local law, Seller shall Deliver documentation of compliance to Bu	ıyer;
OR (6)	□ SELLER RESPONSIBILITY – AGREEMENT TO OBTAIN STATE COMPLI	IANCE. Seller shall obtain documentation of
	compliance and Deliver to Buyer prior to the time for Buyer's final verification of	condition.
<b>D.</b> Th	he local agency from which a copy of the documentation in $paragraph 3B(2)$ , $3B(3)$	i), 3C(4), 3C(5), or 3C(6), as applicable, may
be	obtained is	, which may
	contacted at	·
* The i	requirement to provide documentation of compliance with State defensible space	e requirements only applies if there is a state
or lo	cal agency, or other governmental entity, or qualified non-profit entity in the juris	sdiction where the Property is located that is
autno	orized to inspect the Property and provide documentation of compliance ("Authori	zed Defensible Space Inspector ).
4. □ FINA	AL INSPECTION REPORT DISCLOSURE: Seller has obtained a final inspection	on report addressing compliance with home
fire har	dening or defensible space requirements as described in Government Code § 51	182. Seller has a copy of the report, and it is
attache	ed, or $leve{\Box}$ Seller does not have a copy of the report and buyer may obtain a copy at $leve{\Box}$	
Soller repr	resents that Seller has provided the answers on paragraphs 2B and 3B o	f this form based on Saller's awareness
on the date	e of Seller's signature.  Seller acknowledges receipt of this Fire Hardenir	ng and Defensible Space Disclosure and
Addendum	and agrees to the applicable terms in paragraph 3C.	ig and beleficible opace blocked and
	— DeauClaned bu	12 /6 /2022
Seller San	ntos Martinez	12/0/2023 Date
	Docusigned by:  Docusigned by:	12 /7 /2022
SellerRC	osario wartinez	Date
	4F8E0A9192EA482	
Buwar ack	nowledges receipt of this Fire Hardening and Defensible Space Disclo	sure and Addendum and agrees to the
	terms in paragraph 3C.	sure and Addendum and agrees to the
аррисавіс	torno in paragraph oo.	
Ruver		Date
Dayer		Date
Buyer		Date
-		

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# DEFENSIBLE SPACE DECISION TREE (C.A.R. Form DSDT, 6/22)

#### The purpose of this form is to help a seller complete Paragraph 3 of the C.A.R. Form FHDS.

Paragraph 3 of the FHDS is only required if: (1) The Property contains one to four units; (2) The seller is required to complete a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS); and (3) The Property is located in either a high or very high fire hazard severity zone. IF ANY OF THESE THREE CONDITIONS IS NOT MET, PARAGRAPH 3 of the FHDS DOES NOT HAVE TO BE COMPLETED.

If any step of the DSDT below instructs the Seller to "THEN SIGN FORM" no further questions should be answered.

	Question	Direction	Additional Information
Step 1	Is property located in an area where a local (city or county) vegetation management ordinance requiring defensible space around the property applies (hereafter, defensible space law)?	<ul> <li>□ If Yes, check the "IS" box in 3A and then go to step 2.</li> <li>□ If No, check the "is NOT" box in 3A and then go to step 4.</li> <li>If seller does not know, see the next column and find out.</li> </ul>	How do you find out if your property is subject to a local defensible space law? The following sources can be helpful but may not know for sure.  Contact your local fire marshal; Contact CalFire @ https://www.fire.ca.gov/dspace/ Contact your Natural Hazard Disclosure Company rep;
Step 2	(If Yes to step 1) Does seller have a report prepared by a Authorized Defensible Space Inspector?	<ul> <li>□ If Yes, and the report documents the property is in compliance, effective on the date of sale, check paragraphs 3B(2) and 3C(5) and, if applicable, complete 4, THEN SIGN FORM.</li> <li>□ If Yes, and the report documents the property is NOT in compliance or the compliance status will no longer be effective as of the date of sale, check paragraph 3B(3) and go to step 3.</li> <li>□ If No, paragraph 3B(1) applies and go to step 3.</li> </ul>	
Step 3	(Skip if No to step 1) Does the local law require compliance with the law as a result of a sale of the property?	<ul> <li>If No, and seller does not know if the property is in compliance with the local law, and seller will not pay to bring the property into compliance with local law, 3B(1) applies and check 3C(3) and, if applicable, complete 4, THEN SIGN FORM.</li> <li>If No and seller knows the property is not in compliance with the local law and seller will not pay to bring the property into compliance with local law, check 3B(3) and 3C(3) and, if applicable, complete 4, THEN SIGN FORM.</li> <li>If No and seller does not know if the property is in compliance with the local law, and seller agrees to bring the property into compliance with local law, 3B(1) applies and check 3C(6) and, if applicable, complete 4, THEN SIGN FORM.</li> <li>If No and seller knows the property is not in compliance with the local law, and seller agrees to bring the property into compliance with the local law, and seller agrees to bring the property into compliance with local law, check 3B(3) and 3C(6) and, if applicable, complete 4, THEN SIGN FORM.</li> <li>If Yes, go to step 3.1.</li> </ul>	If 3C(3) is checked, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]  If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]

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	Question	Direction	Additional Information
Step 3.1	(A local law applies and requires compliance as a result of the sale of the property)  Does the law require seller to obtain documentation of compliance?	<ul> <li>□ If Yes, check 3B(3) and 3C(4), and complete 3D and 4, if applicable, THEN SIGN FORM.</li> <li>□ If No, and seller will not bring property into compliance before close of escrow, check 3B(3) and 3C(2), and, if applicable, complete 4, THEN SIGN FORM.</li> </ul>	If 3C(4) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]  If 3C(2) is checked, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]
Step 4	(No local law applies)  Does seller have a report prepared by an Authorized Defensible Space Inspector within 6 months prior to the contract for sale?	<ul> <li>□ If No, and seller will not pay to bring the property into compliance with the State law, 3B(1) and 3C(1) apply, and, if applicable, complete 4, THEN SIGN FORM.</li> <li>□ If No, and seller will agree to bring the property into compliance with the State law, 3B(1) applies and check 3C(6), and, if applicable, complete 4, THEN SIGN FORM.</li> <li>□ If Yes, and the report documents the property is in compliance with the State law, check paragraphs 3B(2) and 3C(5), complete 3D, and, if applicable, complete 4, THEN SIGN FORM.</li> <li>□ If Yes, and the report documents the property is NOT in compliance with the State law, check paragraph 3B(3) and go to step 4.1.</li> </ul>	If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]  If 3C(1) applies, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]
Step 4.1	(No local law applies and property not in compliance with State defensible space requirements  Will seller pay to bring the property into compliance?	<ul> <li>□ If No, 3C(1) applies, and, if applicable, complete 4, THEN SIGN FORM.</li> <li>□ If Yes, check 3C(6), if applicable, complete 4, THEN SIGN FORM.</li> </ul>	If 3C(1) applies, before buyer agrees and signs the FHDS, buyer is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]  If 3C(6) is checked, seller is advised to find out how much it will cost to bring the property into compliance with defensible space laws. [See notes below the chart to find out how.]

#### How to find out if seller has obtained documentation of compliance?

- Buyer can ask seller for a copy of a report and certificate of compliance from an Authorized Defensible Space Inspector, such as CalFire.
- Seller who obtained a report but did not keep a copy can contact Authorized Inspector who prepared the report and certification of compliance, such as CalFire.

### How to find out if property is in compliance with State or local law and how much it will cost to bring a property into compliance?

- Buyer or seller can review the report prepared for the seller;
- Buyer or seller can hire a non-governmental Authorized Defensible Space inspector to prepare a report;
- Buyer can, with seller's consent, hire a government Authorized Defensible Space Inspector (see https://www.fire.ca.gov/dspace/)
- Seller can hire a government Authorized Defensible Space Inspector (see https://www.fire.ca.gov/dspace/)

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### **LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS** DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals (C.A.R. Form LPD, 12/21)

The following terms and conditions  ☐ Residential Lease or Month-to-Mon	,	•	of the Purchas	se Agreement, OR
dated, on property	known as:	829 El Paso Drive, Los Angele	es. CA 90042	("Property")
in which			is referred to	as Buver or Tenant
in whichandSantos Martinez Buyer/Tenant and Seller/Housing Prov	z, Rosario Martinez	is referred	to as Seller or	Housing Provider.
Buyer/Tenant and Seller/Housing Prov	ider are referred to	as the "Parties."		J
LEAD WARNING STATEMENT (SA on which a residential dwelling was blead-based paint that may place your may produce permanent neurological problems and impaired memory. Le interest in residential real property is from risk assessments or inspections hazards. A risk assessment or inspections hazards.	LE OR PURCHASI uilt prior to 1978 is g children at risk of d damage, including ad poisoning also p required to provide in the seller's pos- stion for possible lea SE OR RENTAL) h ose health hazards i	E) Every purchaser of any in notified that such property notified that such property notified that such property notified that such property and the buyer with any information and notify the buyer debased paint hazards is reflousing built before 1978 managed properly. Lea	nterest in residency present explant present explant ced intelligent quegnant women. The commended programmended programmended programmended exposure is exposure.	ential real property posure to lead from g in young children quotient, behavioral. The seller of any ased paint hazards in lead-based paint rior to purchase.  -based paint. Lead especially harmful to
young children and pregnant women. paint and/or lead-based paint hazards poisoning prevention.  EPA'S LEAD-BASED PAINT RENOVand maintenance professionals working the professionals working the professional structure.	s in the dwelling. L  /ATION, REPAIR / ng in pre-1978 hous	essees must also receive fer AND PAINTING RULE: The sing, child care facilities, and	derally approved new rule required schools with le	d pamphlet on lead res that contractors ead-based paint be
certified; that their employees be train renovation, repair, or painting activities square feet of lead-based paint on the www.epa.gov/lead for more information	s affecting more tha exterior. Enforcem	n six square feet of lead-bas	ed paint in a roo	om or more than 20
1. SELLER'S OR HOUSING PROVID	ER'S DISCLOSURI	Ξ		
I (we) have no knowledge of lead-b	ased paint and/or le	ad-based paint hazards in th	e housing other	than the following:
I (we) have no reports or records p than the following, which, previous	ertaining to lead-ba ly or as an attachm	sed paint and/or lead-based ent to this addendum, have b	paint hazards i	n the housing other o Buyer or Tenant:
I (we), previously or as an attachme Family From Lead In Your Home" of Guide to Environmental Hazards and For Sales Transactions Only: Buye conduct a risk assessment or inspectional in the I (we) have reviewed the information provided is true and correct.	or an equivalent pan and Earthquake Safe er has <b>10 days</b> , unl action for the presen	nphlet approved for use in the ty." ess otherwise agreed in the ce of lead-based paint and/or	e State such as e real estate pur lead-based pai knowledge, th	"The Homeowner's archase contract, to int hazards."  at the information
Settle Control of the Provider		Samos W.	Date	
DOM			12/7/20	23
INC IVI		Rosario M	lartinez	
Seile ซีคำใช้นิร์ให้g Provider			Date	•
© 2021, CALIFORNIA ASSOCIATION OF REALTORS®, INC.				
LPD 12/21 (PAGE 1 OF 2)	Tenant's Initials	/Buyer's Initia	als/	EQUAL HOUSING

Property Address: 829 El Paso Drive, Los Angeles, CA 90042

#### 2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Housing Provider of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Reller Williams DTLA
Agent (Broker representing Seller or Housing Provider)
(Please Print)

By Maria Sarmicuto

Associated Citemsee or Broker Signature

Maria Sarmiento

#### 3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in paragraph 1 above and the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.

For Sales Transactions Only: Buyer acknowledges the right for **10 days**, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) 

Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Buyer or Tenant	Date	Buyer or Tenant	Date

#### 4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

	D.,	
	Ву	
Agent (Broker obtaining the Offer)	Associate-Licensee or Broker Signature	Date

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#### MARKET CONDITIONS ADVISORY

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

1. MARKET CONDITIONS: Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.

#### 2. BUYER CONSIDERATIONS:

- A. OFFERING PRICE: AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: (i) If your offer is accepted, the property's value may not increase and may even decrease. (ii) If your offer is accepted, you may have "Buyer's remorse" that you paid too much. (iii) If your offer is rejected there can be no guarantee that you will find a similar property at the same price. (iv) If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.
- **B. NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: (i) the Buyer cannot obtain a loan; (ii) is dissatisfied with the property's condition after an inspection; or (iii) if the property does not appraise at a certain value. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:
  - (1) LOAN CONTINGENCY: If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.
  - (2) APPRAISAL CONTINGENCY: If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.
  - (3) INVESTIGATION CONTINGENCY: If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your investigation contingency. This may also include the ability to insure the property, so you should investigate this early in the process. However, even if you make an offer without an investigation contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.



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- C. BROKER RECOMMENDATIONS. Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: (i) review all available Seller reports, disclosures, information and documents; (ii) have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and (iii) carefully assess your financial position and risk with your attorney, accountant or financial advisor.
- D. MULTIPLE OFFERS: At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time, or it could also occur in a hot market when the Buyer is having difficulty getting an offer accepted. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. Additionally, if any offer is accepted without contingencies, and the buyer does not perform, there can be a breach. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency created for this purpose, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract. This claim may even be possible when the Buyer has all the standard contingencies remaining in the contract, as the Seller could argue that a cancellation for this reason would not fall under the good faith exercise of any of the those contingencies.
- 3. SELLER CONSIDERATIONS: As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.

Buyer	Date
Buyer	Date
Seller Sodusigned by:	Santos Martinez Date 12/6/2023
Seller 72218 E001C PAGE.	Rosario Martinez Date 12/7/2023
4F8E0A9192EA482	

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MCA 12/21 (PAGE 2 OF 2)





#### WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE

(C.A.R. Form WCMD, 12/16)

Property Address:	829 El Paso Drive, Los Angeles, CA 90042
. ,	

#### 1. WATER-CONSERVING PLUMBING FIXTURES

#### A. INSTALLATION:

- (1) Requirements: (a) Single-Family Properties. California law (Civil Code § 1101.4) requires all single-family residences built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2017. **(b)** Multifamily and Commercial Properties. Civil Code § 1101.5 requires all multifamily residential and commercial properties built on or before January 1, 1994 to be equipped with waterconserving plumbing fixtures after January 1, 2019. Additionally, on and after January 1, 2014, a multifamily residential and commercial property built on or before January 1, 1994 that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval if the alteration or improvement increases floor area space by more than 10 percent, or has a cost greater than \$150,000, or for any room in a building which requires a building permit.
- (2) Exceptions: These requirements do not apply to (i) registered historical sites, (ii) real property for which a licensed plumber certified that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or (iii) a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or county that has adopted a retrofit requirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)
- B. Disclosure of Water-Conserving Plumbing Fixtures: Although the installation of water-conserving plumbing fixtures is not a point of sale requirement, California Civil Code §§ 1101.4 (single family properties beginning 2017) and 1101.5 (multifamily and commercial properties beginning 2019) require the seller to disclose to the buyer the requirements concerning water-conserving plumbing fixtures and whether the property contains any noncompliant water fixtures.
- C. Noncompliant Water Fixtures: Noncompliant water fixtures are any of the following: (i) any toilet manufactured to use more than 1.6 gallons of water per flush, (ii) any urinal manufactured to use more than one gallon of water per flush, (iii) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, (iv) any interior faucet that emits more than 2.2 gallons of water per minute. (Civil Code § 1101.3.) Buyer and Seller are each advised to consult with their own home inspector or contractor to determine if any water fixture is noncompliant.

#### 2. CARBON MONOXIDE DETECTORS:

#### A. INSTALLATION:

- (1). Requirements: California law (Health and Safety Code §§ 13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.
- (2). Exceptions: The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are no other owner exemptions from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.
- B. DISCLOSURE OF CARBON MONOXIDE DETECTORS: The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobilehome Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.

Seller's/Landlord Initials Buyer's/Tenant Initials (\_\_\_\_\_)(\_\_\_

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WCMD 12/16 (PAGE 1 OF 2)



Property Address:
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829 El Paso Drive, Los Angeles, CA 90042

- C. COMPLIANCE WITH INSTALLATION REQUIREMENT: State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but additional or different requirements may apply depending on local building standards and manufacturer instructions. An owner who fails to install a carbon monoxide detector when required by law and continues to fail to install the detector after being given notice by a governmental agency could be liable for a fine of up to \$200 for each violation. A transfer of a property where a seller, as an owner, has not installed carbon monoxide detectors, when required to do so by law, will not be invalidated, but the seller/owner could be subject to damages of up to \$100, plus court costs and attorney fees. Buyer and Seller are each advised to consult with their own home inspector, contractor or building department to determine the exact location for installation of carbon monoxide detectors. Buyer is advised to consult with a professional of Buyer's choosing to determine whether the property has carbon monoxide detector(s) installed as required by law, and if not to discuss with their counsel the potential consequences.
- 3. LOCAL REQUIREMENTS: Some localities maintain their own retrofit or point of sale requirements which may include the requirement that water-conserving plumbing fixtures and/or a carbon monoxide detector be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding point of sale or retrofit requirements when transferring property.

The undersigned hereby acknowledge(s) receipt of a copy of this Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice.

	DocuSigned by:		
Seller/Landlor	SNM	Santos Martinez	Date 12/6/2023
	0721B3E001CE4E5	(Print Name)	
Seller/Landlor	d RCM	Rosario Martinez	Date 12/7/2023
	(Signature)	(Print Name)	
Buyer/Tenant <sub>.</sub>			Date
	(Signature)	(Print Name)	
Buyer/Tenant .			Date
	(Signature)	(Print Name)	

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WCMD 12/16 (PAGE 2 OF 2)

Reviewed by \_\_\_\_\_





# WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE

(C.A.R. Form WHSD, Revised 11/10)

Property Address:	829 El Paso Drive, Los Angeles, CA 90042

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

#### WATER HEATER STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code §19211d). Although not specifically stated, the statute requiring a statement of compliance does not appear to apply to a properly installed and bolted tankless water heater for the following reasons: There is no tank that can overturn; Pre-engineered strapping kits for such devices are not readily available; and Bolting already exists that would help avoid displacement or breakage in the event of an earthquake.
- LOCAL REQUIREMENTS: Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.
   TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §19211 requires the seller of any real
- 3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development.
- **4. CERTIFICATIÓN:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller	(Signature) E5  Docusigned by:	(i intradic)	Date 12/6/2023
Seller	(Signature)82	Rosario Martinez (Print Name)	Date
The un	dersigned hereby acknowled	ge(s) receipt of a copy of this document.	
Buyer	(Signature)	(Print Name)	Date
Buyer	(Signature)	(Print Name)	Date

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WHSD REVISED 11/10 (PAGE 1 OF 2)

Reviewed by \_\_\_\_\_ Date \_\_\_\_



#### SMOKE DETECTOR STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that (i) every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations (Health and Safety Code §13113.8) and (ii) all used manufactured or mobilehomes have an operable smoke detector in each sleeping room.
- 2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent smoke detector requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector requirements for your property.
- 3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development (HCD).
- 4. **EXCEPTIONS:** Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
- 5. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke detector(s) (i) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations Health and Safety Code §13113.8 or (ii) in compliance with Manufactured Housing Construction and Safety Act (Health and Safety Code §18029.6) located in each sleeping room for used manufactured or mobilehomes as required by HCD and (iii) in accordance with applicable local ordinance(s).

	— DocuSigned by:	1				
Seller	SNM		Santos	s Martinez Date _	2/6/2023	
	(Signature) 5 DocuSigned by:		(Print Name)			
Seller	RCM		Rosarie	o Martinez Date 1	2/7/2023	
	(Signature)32		(Print Name)	Martinez Buto _		
The un Complia		acknowledge(s) receipt of	a copy of this Water Heate	er and Smoke I	Detector Sta	atement of
Buyer _				Date _		
•	(Signature)		(Print Name)			
Buyer				Date _		
-	(Signature)		(Print Name)			

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Reviewed by \_\_\_\_\_ Date \_\_\_\_





#### AFFILIATED BUSINESS DISCLOSURE STATEMENT

PROPERTY: 829 El Paso D	rive, Los Angeles, CA, 90042	
Downtown LA), a California	an affiliate of DTLA Real Esta Corporation has a business relationship, this referral may pro-	onship with CMG Home Loans,
are NOT required to use the lis condition of closing on the purc SERVICE PROVIDERS AVAI	charge or range of charges for the sted providers as a condition for chased or listed property. THERE ILABLE WITH SIMILAR SER MINE THAT YOU ARE RECESTHESE SERVICES.	settlement of your loan or as a E ARE OTHER SETTLEMENT VICES. YOU ARE FREE TO
Companies	HUD - Description / Line Designation	Estimate of Range of Charges generally made by provider
CMG Home Loans	Loan Origination Fee (801) Loan Discount Fee/points (802)	0 to 2 % of Loan Amount 0 to 3 % of Loan Amount
points may be higher to adjust for below loans. In addition, a lender may require credit reporting agency, or real estate ap	ected by the note rate. Depending on may market rates. There are other charges in the use of other service providers, include praiser chosen to represent the lenders in a formation regarding anticipated charges	mposed in connection with mortgage ling, but not limited to an attorney, nterests. If you apply with this company
Buyer:	Seller:	DocuSigned by:
Signature	Signature Santos Marti	nez Rosario Martinez
Print Name	Print Name 12/6/2023	12/7/2023
Date	Date	



### **MOLD/FUNGUS DISCLOSURE STATEMENT**

829 El Paso Drive, Los Angeles, CA, 90042

Froperty Address.			
affect the property and t of moisture invasion or le	he health of some in eakage inside the ho sms or conditions de	kinds of mold, fungi, and other organdividuals. Toxic mold found in the home. Buyer is advised to have properemed likely to lead to their formatio	ome is often the result ty inspected for the
visual inspection of a hor not reveal the presence of People may not be aware	me by the parties or of mold. It is therefore exists. The only wa	sual or typical inspection of the prop their agents, and even a professiona re possible that a home could have by to provide a reasonable assurance t test performed by a qualified profe	al home inspector, may hidden mold that that a home does
The real estate brokers a existence or non- existen	nd agents have not ince of mold, funguse and/or others conce	ed to identify or locate mold, fungus, made any representation, express or s, or other organisms in or on the surning mold, fungus, or other organis l/or agents.	r implied, as to the bject property. The
-	• •	dum. I will independently decide wherty by a qualified individual or enti	
DocuSigned by: 072183E001CE4E5	12/6/2023		
Seller/Lessor	Date	Buyer/Lessee	Date
DocuSigned by:	12/7/2023		
Seller/Lessor	Date	Buyer/Lessee	Date



Los Angeles County Area Disclosure and Advisory (For properties that don't have any known city-specific area disclosure)

Property 829 El Paso Drive, Los Angeles, CA, 90042
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Seller and Buyer understand and agree that this Local Area Disclosure statement is not a complete list of all matters concerning Property, or residing in Los Angeles County, or matters that are otherwise significant. Also, the entity, phone numbers, and/or websites that are included may not be the only source of information. Buyer is strongly encouraged to conduct a careful, thorough, independent, and complete investigation of all matters relating to the decision to purchase Property and all other matters that Buyer deems appropriate to make an informed and voluntary decision, including, but not limited to, consulting with appropriate specialists, experts, or other professionals.

- 1. **Airport Noise:** There may be airports in the area and close proximity to Subject Property and Buyer is advised that airport traffic and noise may exist anywhere. There are flight activities, including but not limited to, Los Angeles International Airport, Burbank/Bob Hope Airport, Santa Monica Airport, Van Nuys Airport, Hawthorne Airport, Torrance Airport, Zamperini Field, Catalina Airport, Goodyear Blimp Base, Naval Auxiliary Landing Field San Clemente Island, Ontario Airport, and Long Beach Airport. Any airport may expand at any time and Buyer should consult local airport authorities and/or the Federal Aviation Administration for more information and investigation.
- 2. **Anti-Smoking Ordinances:** Many areas and municipalities have prohibited smoking in many areas including but not limited to multi-family properties, including in the exclusive use areas of certain condos, townhomes and apartments. Buyer is advised to contact the City or County government entity whether an anti-smoking ordinance does exist for Subject Property.
- 3. **Baseline Mansionization Ordinance:** Buyer is advised that the City of Los Angeles has adopted a Baseline Mansionization Ordinance (Los Angeles City Ordinance #179883) which may affect Buyer's intended use of the subject property. For those properties subject to the Ordinance (generally all single-family residentially zoned properties not located in a Hillside area or Coastal Zone) the Ordinance imposes restrictions on the square footage allowable for both new construction and additions to existing structures on the property. Buyer is advised to obtain a copy of this ordinance and to contact the appropriate City agency directly to determine its impact, if any, on the subject property. Buyer may also visit the following website: <a href="http://zimas.lacity.org">http://zimas.lacity.org</a>. In addition to the above referenced ordinance, the City of Los Angeles has adopted interim ordinance #179184 potentially impacting square footage requirements for single-family residentially zoned properties in the Sunland-Tujunga area. Buyers purchasing in this area are advised to obtain a copy of this ordinance and to contact the appropriate City agency to determine its impact, if any, on the subject property. Broker does not have expertise in this area and strongly recommends that Buyer verify, prior to removing inspection contingencies, whether these Ordinances will have any effect on the Buyer's intended use of the subject property.
- 4. **California Coastal Commission:** Buyer and Seller acknowledge remodeling or developing property may be subject to the jurisdiction and requirements of the CCC. Buyer should contact the California Coastal Commission and the State Lands Commission for more information. Buyer is advised to investigate and satisfy themselves during the investigation/contingency period as to any potential ramifications. Buyer is advised to consult a qualified specialist regarding coastal development issues. https://www.coastal.ca.gov/

Buyer Initials ( ) ( ) Seller Initials Seller Initials

- 5. City Reports and Assessment Liens: Many cities in Southern California require that Seller pay for and deliver to Buyer, prior to close of escrow, a report regarding the City records for the Property. Some cities include but are not limited to Beverly Hills, Culver City, Los Angeles, and Santa Monica. Brokers are not responsible for the delivery of these reports. Buyer should check with the local Department of Building and Safety for the Subject Property to determine the status of building permits, certificates of occupancy and other records pertinent to Subject Property.
- 6. Compliance with Home Hardening and Defensible Space Requirements: Residential 1-4 properties located in either high or very high severity zones are required to be in compliance with various State Laws and Local Laws, where applicable, related to Home Hardening and Defensible Space. Buyer has been informed and acknowledges that there may be cost factors associated with bringing the Property into compliance with these laws after the close of escrow. Buyers are advised to investigate this matter during Buyer's investigation of property contingency period. Brokers do not have expertise in this area and Buyers are advised to consult with their own professionals with regard to these requirements and the potential cost factors associated with this.
- 7. **County and State Jail/Prison Facilities**: Buyer is advised there are Los Angeles County and State jail facilities, including but not limited to Century Regional Detention Facility, Men's Central Jail, Mira Loma Detention Center, North County Correctional Facility, Pitchess Detention Centers East, North and South, and Twin Towers Correctional Facility. For more information, go to www.lasd.org and www.cdcr.ca.gov
- 8. County Water Requirements/Issuance of Permits: Properties and vacant land within Los Angeles County may be under strict guidelines for water requirements and conditions, which may be costly and interfere with issuance of permits. There may be strict guidelines for private and shared wells, including but not limited to guidelines for production, as well as extensive testing for harmful substances and homeowners may not rely on water being hauled onto their property. Water wells can be costly. Other conditions may apply, including but not limited to the requirement of the development of public water systems within an area that becomes publicly funded by residents. Buyer should consult appropriate professionals and the Los Angeles County Department of Public Health to satisfy any and all concerns with regard to wells and County guidelines and rules for issuing permits now and in the future.

  For more information, go to www.publichealth.lacounty.gov/eh/AreasofInterest/waterwell.htm
- 9. **Electrical Outages:** Buyer is aware that due to the water shortage, climate change and the plethora of fires in California, intermittent electrical outages are potential for all areas of the State. The electric utility company servicing the area in which the Property is located may have to make decisions to have periodic electricity outages which may impact the Property. Buyer is advised to investigate this matter during Buyer's investigation of property contingency period. Brokers do not have expertise in this area and cannot give Buyer any guidance regarding this issue. Buyer is advised to consult their local provider regarding this matter.
- 10. **Flooring Disclosure including Condo/HOA restrictions:** Neither Seller nor Broker make any representation or guarantee as to the type or condition of the flooring located underneath existing carpeting or other floor covering, except as may be noted in writing by Seller. Buyer is advised to conduct their own independent investigation of the flooring during Buyer's physical inspection period, if this is an important factor to Buyer. Buyer understands any investigation of the flooring must be done in a manner that will not damage the existing floor covering. Seller is required to disclose any adverse conditions regarding flooring underneath the existing floor covering that are known to Seller; however, Buyer understands that Seller is NOT responsible for damaged flooring underneath existing floor covering unless Seller was aware of such condition and failed to disclose this to Buyer. If Buyer is informed "hardwood" or "wood" floors exist at Subject Property, Buyer understands this is NOT a representation or guarantees that all flooring is wood or hardwood and is not a representation or guarantee as to the condition of said flooring.

Many condominium complexes or Common Interest Developments have restrictions on owners of upper floor units replacing carpet with wood or other hard surfaces. This restriction is due to the fact that hard flooring surfaces on upper units can cause increase in noise to owners of units below such upper floor units. Buyers are advised to fully investigate this matter before making any changes to flooring in upper level units with upper and lower floor units owned by different owners.

Buyer Initials ( ) ( )

Seller Initials Solution Seller Initials Seller Initial Seller Initials Seller Initial Se

- 11. **Future Development, Land Use and Neighborhood Conditions:** Various areas as well as many regions in Los Angeles County are or may still be undergoing significant real property development. Tracts of unimproved land are in various stages of planning and/or approval for the construction of residential, commercial and industrial buildings. Buyer is advised that ultimate use of land adjoining or even remote from the Subject Property is, or may be, the subject of proposed, planned or approved, but as yet not started, development. Such development may result in neighborhood, community and regional changes including, but not limited to: the opening of cul-de-sac streets into previously undeveloped land or other nearby streets, the widening of existing streets, the building of entirely new roads, streets or freeways and the construction of appropriately zoned structures near to, or otherwise affecting, the Subject Property. Vacant lots that may be adjacent to a property may be improved and could affect Subject Property and any views. Buyer is advised to investigate the known and/or prospective implementation of development plans and projects and the effects, if any, on the value, use, enjoyment of the Subject Property.
- 12. **Gas Shut-Off Valve Availability:** Buyer is advised Earthquake Shutoff Valves are available. Buyer is advised to investigate the operation, installation, cost and protection this valve may offer in an earthquake.
- 13. Hancock Park Historic Preservation Overlay Zone/Street Lighting Assessment/Methane Gas Presence: Buyer is made aware that an Historic Preservation Overlay Zone ("HPOZ") has been approved for Hancock Park and Windsor Square areas. There are prohibitions of issuance of any building permit allowing the demolition or alteration of a building in the HPOZ. Buyer should contact appropriate professionals and entities, City of Los Angeles to investigate how this may or will affect the Subject Property, future construction on the Subject Property and how it may affect the value of Subject Property.

Hancock Park and Windsor Square areas may be subject to assessments for installation and/or maintenance of special street lighting fixtures. Buyer should contact the Los Angeles County Tax Assessor's Office to determine whether Subject Property is going to be or is assessed and amounts of assessments.

Subject Property may be located in an area designated as either a high risk or potentially high-risk methane gas area and may be subject to the Los Angeles City Methane Gas Ordinance. More information may be obtained by Buyer, including but not limited to a copy of an ordinance and maps of the gas district by contacting to Los Angeles City Ordinance Division in Los Angeles.

- 14. **High Winds:** Buyer is informed that Southern California experiences high winds from time to time. High winds can result in blowing dust, sand, debris and other airborne particulates. Winds can damage, including but not limited to, roofing shingles and tiles and cause trees to fall. Buyer is advised to conduct Buyer's own independent investigation of this matter during Buyer's physical inspection of the Property.
- 15. **Horse/Livestock Zoning:** Buyer is advised the mere presence of horses or other livestock or animals on or near adjacent properties does not necessarily mean that the Subject Property is zoned for horses or other livestock or animal boarding. Buyer is advised to conduct a thorough investigation with appropriate entities, such as the Los Angeles County Planning Dept. For more information, go to www.planning.lacounty.gov
- 16. **Hillside Ordinances:** Many cities may have local hillside ordinances that may impact the Subject Property. If the property is a hillside property, Buyer is advised to check with the applicable City entity, including but not limited to Building and Safety, Planning Departments, Permit Departments, during their contingency timeframes to determine if there are any ordinances and special hillside property requirements affecting the Subject Property and to obtain copies of any ordinances that may affect the Subject Property.
- 17. **Juvenile Detention Facilities/Camps:** Buyer is advised juvenile facilities are located within Los Angeles County, including but not limited to Barry J. Nidorf Juvenile Hall, Central Juvenile Hall, Los Padrinos Juvenile Hall and the following camps: Afflerbaugh, Gonzales, Holton, Jarvis, Kilpatrick, McNair, Mendenhall, Miller, Munz, Onizuka, Paige, Resnick, Rockey, Routh, Scobee, Scott, Scudder, Smith, Dorothy Kirby Center. For more information, go to Juvenile Services at <a href="http://www.probation.lacounty">http://www.probation.lacounty</a> .gov/wps/portal/probation

Buyer Initials ( ) ( ) Seller Initials ( ) ( )

- 18. **Landfills:** Los Angeles County and neighboring communities may be in close proximity to current landfill sites and/or the possibility of other landfill sites unknown to Seller or Broker(s). Landfills in the area may continue to expand and increase their land use, as well as increase the type (hazardous waste, non-hazardous) and tonnage of waste deposited into the landfill on a daily and weekly basis. There are landfills, including but not limited to, Sunshine Canyon, Calabasas Landfill, and Scholl Canyon Landfill. For more information, go to <a href="http://www.lacsd.org/solidwaste/">http://www.lacsd.org/solidwaste/</a>
- 19. **Licensed and Community Care Facilities:** Buyer is advised licensed care facilities may be found in any neighborhood and are protected by State Law. Buyer shall conduct their own investigation of such matters and will not rely on Brokers or Agents for information regarding the nature and location of these facilities. For more information, go to <a href="https://secure.dss.ca.gov/CareFacilitySearch/home/selecttype/">https://secure.dss.ca.gov/CareFacilitySearch/home/selecttype/</a>
- 20. **Mail Delivery:** Buyer is advised to ask Seller and to check with local agencies as to local mail delivery guidelines, as certain areas may not have mail delivered to the properties, depending upon the location of the Subject Property.
- 21. **Mello Roos and Bonds:** Many areas have Mello Roos Taxes and/or Bonds. Buyer should be aware they may be subject to change in amounts and duration and Buyer should not rely on these types of taxes or bonds ending and should check with appropriate entities and administrators regarding these taxes and bonds as to amounts and duration.
- 22. **Methane Gas District and Methane Gas Presence:** Subject Property may be located in an area designated as either a high risk or potentially high-risk methane gas area and may be subject to the Los Angeles City Methane Gas Ordinance. More information may be obtained by Buyer, including but not limited to a copy of an ordinance and maps of the gas district by contacting to Los Angeles City Ordinance Division in Los Angeles.

Westside/Mountaingate/Bel-Air Skycrest/Playa Vista: There are some known areas where methane gas may exist but may not be within or subject to the Los Angeles Methane Gas Ordinance including but not limited to Westside, Mountaingate, Bel-Air Skycrest and Playa Vista. Buyer is advised to contact the homeowner's association for Subject Property and its development for more information that may be specific and accurate information regarding the presence of methane gas.

- 23. **Metrolink and/or Other Railway Service**: Buyer is advised the Subject Property may be situated in or near one of the service areas of Metrolink, Metro Rail and Busway, and/or other railway service. There may be increased construction in the future; there may be noise or vibration and possible traffic delays due to train traffic in the area and/or other nuisances, which could adversely or beneficially affect the value or desirability of the Property.
- 24. **Movie and Television Studios:** Studios are throughout the Los Angeles Area, including but not limited to 20<sup>th</sup> Century Fox, Paramount and Universal Studios and they may increase the density of their spaces, which may cause traffic issues in the area of Subject Property. Buyer should investigate studios which may be in the area and investigate any projects that may be involved now or in the future.
- 25. **Mulholland Scenic Parkway Specific Plan:** Buyer is aware that all Property situated in the City of Los Angeles bounded on the East by the Hollywood Freeway, on the West by the Los Angeles City/County boundary line, and within approximately one-half mile North or South of Mulholland Drive is subject to the Mulholland Scenic Parkway Specific Plan (City of Los Angeles Ordinance #167943). If the Property lies within this Specific Plan area, Buyer is strongly advised to obtain a copy of the ordinance and to investigate the impact the Specific Plan may have on Subject Property. Buyer may obtain an official copy of the ordinance by contacting the Los Angeles City Ordinance Division at (213) 978-1133
- 26. **Mutual Water Company:** Buyer is advised certain areas may have a mutual water company service in which homeowners are issued shares and are subject to annual assessments. Buyer is advised to request water company information from Seller and if Subject Property is serviced by a mutual water company, Buyer is advised to investigate the financial solvency of the company and the reliability and quality of its water service. For information regarding the costs, and number of shares issued to Subject Property, current annual assessment, financial solvency of company and reliability and quality of its water service, Buyer is advised to contact the appropriate water district or company for the Subject Property.

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- 27. **Multiple Parcels, Property Tax Bills and NHD Disclosure:** Subject property may have multiple parcels and multiple property tax bills separate for each parcel. Buyer is responsible for making sure at tax time that all parcels are covered and paid for or there may be future legal and monetary issues and liabilities, including but not limited to fines, liens and loss of parcel(s) at Tax Sale. If Buyer chooses to impound their property taxes with their lender, Buyer should receive Information Only bills and it is Buyer's sole responsibility to make sure their property taxes are being paid by lender and/or Buyer on ALL parcels associated with Subject Property. Further, Sellers are required to provide Buyers with Natural Hazard Disclosure Report that covers ALL parcels; i.e. multiple reports or report with Addendum covering ALL parcels. For more information about property taxes, go to <a href="https://www.lacountypropertytax.com">www.lacountypropertytax.com</a>
- 28. **National/Regional Forest Lands:** Buyer is advised properties may be near and, in some locations, adjoining the National and Regional Forests, which are in a natural wildlife habitat and may also be used for a variety of recreational purposes, as well as parks and open spaces. Wildlife, birds of prey, reptiles of all sorts can be on or near the Subject Property and area at any time and may be injurious to property, pets and small children. Buyer is advised to keep all trash confined at all times.
- 29. **Oak Tree and Other Protected Tree Ordinances, Fuel Modifications:** Various areas and communities throughout California have adopted Oak Tree ordinances and other protected tree ordinances including but not limited to, use, altering, maintenance, trimming, cutting, relocating, removal and pruning of any protected tree. There are permit guidelines as part of these ordinances. There can also be fuel modifications which may show up on the preliminary title report. Buyer is advised to consult appropriate local, county and area agencies for a list of any possible protected trees and any written ordinances, including but not limited to any oak trees or other protected trees, as well as any fuel modifications on or near or relating to the Subject Property that may interfere with modifications or additions to Subject Property and may interfere with the use, expansion, and enjoyment of the Subject Property.
- 30. **Oil Derricks & Pollutants and Toxins:** Buyer is advised some known and/or alleged oil derricks and/or pollutants and toxin problems that may be around an area. For more information, go to www.conservation.ca.gov/dog
- 31. **Private Waste Disposal Systems:** Buyer and Seller are aware that the Property may be serviced by a **private waste disposal** system (the "System") consisting of a septic tank, cesspool, seepage pits, distribution box, leach field/trenches, leach lines or a combination of such mechanisms. No representation or warranty is made by Seller or Broker concerning the condition, operability, size or capacity of the System, nor whether the System is adequate for use by the intended occupants of the Property. Buyer is aware that a change in the number of occupants or in the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall may also affect the efficiency of the System. Therefore, Buyer should obtain an independent evaluation of the System by a qualified sanitation professional as a part of Buyer's inspection/contingency period. Buyer should verify with the Septic Inspector if septic report includes the tank only, or other additional components of the septic system such as pit(s) and leach field(s), leach trenches, etc. In some cases, Buyer's lender may require a System inspection. Other System related costs may arise, including but not limited to, locating, pumping, or providing outlets to the ground level. **BUYER AND SELLER ARE AWARE THAT ALL OF THESE COSTS ARE NEGOTIABLE BETWEEN BUYER AND SELLER.**

Broker is unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. Many factors, including but not limited to natural forces, age, deterioration of materials and the load imposed on the System can cause the System to fail at any time. In the event an existing septic system fails in the future, the System may be required to be upgraded to current health department standards. This could result in additional permits, geological/soils reports, design, and installation costs; especially for beachfront properties.

32. **Pier, Slip/Float, Dock and Bulkhead:** A pier, slip/float may be associated with Subject Property and may have requirements, including but not limited to transfer fees and governmental inspection reports that may require corrective work associated with transfer. Buyer is advised that any statements regarding the size and condition of the pier, slip/float, dock or bulkheads (sea walls) or the size of boat that they may accommodate are approximations only and are not and have not been verified by Brokers. Buyer should ascertain from qualified professionals and entities during Buyer's investigation contingency period per contract, data and information, including but not limited to, the size and condition of such items.

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- 33. **Ports:** Ports of Los Angeles and Long Beach have busy shipping operations and release certain emissions into the air and creates additional noise from diesel trucks, container ships, cargo handling equipment and other machinery and vehicles. Pollution can affect air quality in surrounding areas. Buyer should hire appropriate professionals regarding air quality, noise, and other impacts of Ports. For more information go to <a href="https://www.portoflosangeles.org/">https://www.portoflosangeles.org/</a> and <a href="https://www.portoflosangeles.org/">https://www.portoflosangeles.org/</a> and <a href="https://www.portoflosangeles.org/">https://www.portoflosangeles.org/</a>
- 34. **Propane Gas:** Buyer is aware certain properties are or may be served by Propane Gas delivered by a company into tanks that are usually rented. Buyer is advised that gas appliances like, but not limited to, clothes dryers, ranges, barbeques originally designed and built for operation with natural gas may have to be modified to operate with Propane Gas. Sellers are responsible for any outstanding balances on propane accounts and shall be paid in full prior to closing. Any propane in the tank will be considered part of the sale. Seller shall provide sufficient propane for inspections and final walk thru prior to closing. Seller shall turn over any paperwork or information regarding the propane tank and Buyer is advised to contact the company, within their contingency time frame, regarding transferability and is advised to transfer propane along with any other utilities into their name prior to possession of Subject Property.
- 35. **Post Burn Issues/Mudflow:** Many areas in Southern California periodically suffer damage due to brush fires and firestorms that ravage an area. Rains can pose a threat of additional damage due to flooding and mud and debris flows. Buyers should consult local and county agencies, such as Department of Public Works. Buyer is advised to consult insurance professionals regarding availability of insurance coverage and all options for Subject Property. If Buyer is purchasing vacant land where property was destroyed or partially destroyed structures as result of fire or flood, Buyer is strongly advised to investigate the ability to build on said land by consulting directly with Buyer's licensed contractor, structural engineer, geologist and other appropriate professionals, as well as checking directly with the local municipality which governs building in the area in question, during Buyer's investigation contingency period. Buyer agrees and understands that neither Seller nor Real Estate Brokers or Agents can make any representations as to what can be built on said sites or the cost factors associated with any such building. As such, Buyer acknowledges and agrees that Buyer is not relying on any representations of Seller or Real Estate Brokers or their Agents with regard to these matters.

Buyer is advised to take all necessary steps to protect their interest while investigating the condition of the Property so as to thoroughly assess the impact of fires, including but not limited to the recent Woolsey Fire that took place in November 2018 that swept through large portion of L.A. and Ventura Counties, including Thousand Oaks, Calabasas, Agoura, West Hills, Bell Canyon, Hidden Hills, Oak Park, Malibu and surrounding areas. Fires can destroy or severely damage homes and other homes may have suffered damages either to the exterior or the interior of the property even if there is no outward appearance of damage, such as took place in the Woolsey Fire. In addition to the items referenced above, this includes but is not limited to the following matters: the ability to obtain fire insurance on said Property; investigating the Property and surrounding areas for any potential future damage in the vicinity of the Property as a result of fire; the availability of financing for the Property; the existence of any liens or claims on the Property for debris removal costs and/or any claims or costs for any other issues related to fire and its aftermath.

Buyer is advised to consult with their own legal and insurance professionals regarding all matters related in any way to the above referenced fires. Real Estate Brokers and their Agents do not have expertise in these matters and have not, and will not independently verify any of the above.

- 36. **Proximity to Electrical Power Lines**: There are high-voltage electrical lines that can, in some cases, run adjacent to rural and/or residential properties. There can be, including, but not limited to, additional switching stations added, updating of power lines and towers, increasing sizes and/or conductors, etc. For more information visit <a href="https://www.energy.ca.gov/maps/">www.energy.ca.gov/maps/</a> and <a href="https://www.sce.com/wps/portal/home/about-us/reliability/upgrading-transmission/">www.sce.com/wps/portal/home/about-us/reliability/upgrading-transmission/</a> for projects that may affect Subject Property.
- 37. **Proximity to Dams, Lakes and Reservoirs:** Dams, lakes and reservoirs may exist in various areas, including but not limited to Silverwood Lake, Lake Gregory, Cedar Lake, Puddingstone Reservoir, Lake Arrowhead, and Seven Oaks Reservoir. Buyer should investigate the proximity of Subject Property to such facilities and any potential effects they may have on Subject Property.

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- 38. **Rent Control/Just Cause Eviction and Tenant Protection Bills:** The State of California and Local Cities and Counties have enacted several bills into law regarding rent control, just cause eviction and other tenant protections. Buyer is advised to conduct their own independent investigation and to contact their own independent legal counsel, to determine if these laws or others apply to their individual circumstance and/or if they may be exempt. Buyer is advised to consult local governmental entities regarding any rent control ordinances that may affect Subject Property.
- 39. **Rented Equipment:** If there are items such as water softening device, water purification system, alarm system, solar system, propane tanks, or satellite dish installed on the Subject Property, Buyer is advised to investigate with Seller the status of the ownership or rental of these units. Units rented to the Seller will not be transferred to the Buyer without Buyer making a separate rental agreement with the various rental companies involved. Buyer is advised that the cost to assume a rented or leased item may affect their loan qualification.
- 40. **Review of Preliminary Title Report and Easements:** Buyer is advised to read and review all documents that may impact the title, use or possession of the Subject Property, and to have a physical inspection of the Subject Property for possible easements or encroachments, including without limitations roads, paths, structures, utility devices and other improvements. The Broker(s) have not verified, and are not qualified to verify, whether recorded or unrecorded documents or easements or encroachments affect the title, use or possession of the Subject Property. Buyer is strongly urged to employ appropriate competent professional(s) such as civil engineer(s), surveyor(s) and general contractor(s) to review all issues that may impact title, use or possession of the Subject Property. Buyer may also contact the title company to discuss title and the title policy being issued for the Subject Property and about the availability, coverage and cost of other title policies and/or endorsements that may provide a higher degree of coverage for Subject Property.

Buyer is advised they may request from the title company color-coded easement maps with regard to the Subject property and various easements, as well as request a hyperlinked Preliminary Title Report and all recorded documents found on the prelim to review and investigate during their inspection contingency timeframe per contract.

- 41. **Salt Water Pools and Draining Pools:** There may be local ordinances making it illegal for both new and existing "salt water" pools to be connected and/or drained into the sewer or storm water drain system. There may also be strict requirements and permits needed to drain a pool. Buyer is advised to consult appropriate professionals and/or local entity including but not limited to the Sanitation District or local city agency.
- 42. **Subdivision and/or "Buildability":** Buyer is advised properties may be subject to a variety of requirements before qualifying for subdivision and/or buildings permits for new or remodel construction. Such requirements may be, but not limited to, ground water levels, size of parcels, updated community standards, zoning, setbacks, existing or future septic system location, ground faults, percolation testing or other criteria. Before purchasing any property for the purpose of constructing, or modifying any structure, Buyer is advised to consult with the Los Angeles County Building and/or Regional Planning Departments and any and all entities and professionals to satisfy any and all concerns.
- 43. **Traffic Noise and Other Nuisances:** Buyer is aware the Subject Property may be near an existing or planned freeway or major roadway, including but not limited to Highways I-5, I-118, I-10, I-15, I-40, I-210, I-215, 60, 71, 91, 95 which are existing major commuter and industrial traffic routes that can result in traffic noise and other nuisances. Cal Trans consistently plans the construction, expansion and modification of interstates. Buyer should investigate current and planned projects and the potential impact on the Subject Property from local entities as well as Cal Trans.
- 44. **Wildlife:** Buyer has been informed various types of wildlife appear in residential neighborhoods, throughout the Rural Area and surrounding areas. Coyotes, bears, undomesticated cats, snakes, owls, and other birds of prey as well as other such wildlife may be injurious to property, pets, and small children. Buyer is advised to investigate this matter during their inspection contingency period.
- 45. **Wild Peacocks:** There have been issues and problems, including but not limited to major noise at all hours from peacocks who are in and around Palos Verdes and Palos Verdes Estates. Buyer to fully investigate whether Subject Property is affected by any peacocks who may be in and/or around an area.

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- 45. Well Water Inspections: Buyer should determine the Property's water source (i.e. public or other water delivery system, mutual water company or well). If the property is not on city or similar water system, an inspection and certification of the well is strongly recommended to reveal the condition of the well, the quality of the water in the well and the quantity of water that the well produces. Further, Buyer is advised to investigate whether the well is a shared well with other properties. Buyer is strongly advised to investigate these matters in conjunction with Buyer's investigation contingency period. Buyer is advised that Brokers and Agents have made no representations expressed or implied, regarding performance of well or wells located on, or in the future to be located on, the Subject Property. The quantity, quality or source thereof cannot be guaranteed, and may fluctuate from time to time or may go dry. In addition, Buyer is advised that lack of an adequate water supply may result in the denial of building permits for new construction on the Subject Property, or for any additions or remodeling desired by Buyer to existing structures on the Subject Property. Buyer is advised that by placing their signature below, Buyer holds Brokers and Agents herein harmless as to the future effects.
- 46. Weather/Fire Protection/Emergency Health Transportation Issues: Certain property areas may have icy and/or snow covered roads and homes may need winterizing during winter months. Due to weather conditions, there may be power outages from time to time and highways may be closed for periods of time. Since some properties may be in mountainous and/or outlying areas, residents need to be aware of local fire protection procedures concerning their property and safety in these areas. Many areas also have brush clearance requirements and owners may be cited for non- compliance. Properties in the Rural Area may be covered by Cal Fire and not Local or County Fire services. Emergency

response times may be lengthy due to rural location and/or weather conditions. Properties may have a State Responsibility Area "SRA Fire Prevention Fee". Buyer is advised to investigate these matters with appropriate entities and agencies to satisfy any and all concerns.

- 47. **Wood Burning Stoves/Fireplaces:** Certain areas may have regulations currently in place or may have in the future which could restrict or prohibit the use of indoor and outdoor residential wood burning in wood burning stoves and/or fireplaces due to fire hazards and/or air quality matters. Certain properties may be exempt, such as but not limited to mountain communities, homes that rely on wood as sole source of heat, low-income households and those without natural gas service. For more information go to <a href="www.aqmd.gov">www.aqmd.gov</a> or check with local and county entities for any regulations relating to the Subject Property.
- 48. **Wood Destroying Pest Reports**: In the event that Seller obtains more than one Wood Destroying Pest report pursuant to the current sale of Subject Property, Seller is required to provide copies of all such reports to the Buyer. If there is more than one report, Seller shall notify Buyer which company will be doing any corrective work and issuing the clearance. Seller's ability to comply with the Wood Destroying Pest provisions of the Purchase Contract may be impacted by the existence of any discrepancies contained within said reports. Buyer is advised the Structural Pest Control Report deals

with wood destroying pests including termites and does not apply to the presence or absence of rodents, insects, or any other such "pests".

Seller Initials 5 Notes

Buyer agrees to make an independent and complete investigation of the effects, if any, of the value, use, enjoyment and safety of the Subject Property regarding the items above during their investigation period specified in the Purchase Agreement. Buyer understands the items listed above are not an exhaustive list of all items that may affect the value, use, enjoyment and safety of the Subject Property, but is intended to provide some of the issues to assist them in their due diligence investigation of the property. Broker(s) and their Agent(s) make no representations on these matters. As such, Buyer agrees to hold Broker(s) and Agent(s) harmless with regard to the above disclosures and information provided by the Seller, or information or disclosures the Seller has failed to provide.

By signing below, Seller and Buyer acknowledge they have received, read, understood and accepted the above disclosures and will read and r eview the Statewide Buyer and Seller Advisory for more disclosure and information.

Seller:	DocuSigned by: 072183E001CE4E5	12/6/2023 Date:	Buyer:	Date:
Seller:	DocuSigned by:	12/7/2023 Date:	Buyer:	Date:



Property Address: \_\_\_\_829 El Paso Drive, Los Angeles, CA, 90042

## **BUYER'S PLANNING, ZONING & PERMIT ADVISORY**

structure an any addition permits, not according to KWDTLA and its' agents concerning any government transaction or any improperty. Buyer(s) are high	ns, modifications, remote building codes, or in and broker have no kental planning, zonin byements thereon, no hereby advised to und	nodels or improvements man violation of zoning laws. Be nowledge of same and have gor permit issues concerning in any way the ertake buyer(s) own investi	Buyer(s) acknowledge that e not made any representations ng the property at issue in this
DocuSigned by:	12/6/2023		
Seller/Lessor	Date 12/7/2023	Buyer/Lessee	Date
-4F8E0A9192EA482 Seller/Lessor	Date	Buver/Lessee	 Date



### DISCLOSURE REGARDING FRAUDULENT WIRING INSTRUCTIONS

Property Address: 829 El 1	Paso Drive, Los	Angeles, CA, 90042	
as seller proceeds to be disburs them so that Buyer's or Seller's the escrow company. Buyers a transfers, verifying that the org and that their own bank accour accomplish this is to contact the escrow officer in charge of the	ed from escrow funds are actuand Sellers should anization they all information is electrow compalescrow in questi	crow deposits and down payments from have been known to be intercepted by have been known to be intercepted by have been known to be intercepted by criminal exercise extreme caution in making element transferring funds to is, in fact, the escent point being exposed to third parties. The my by telephone and make sure you spear on. Do not respond to any disbursement ck directly with the escrow officer in que	nackers who alter nals rather than ctronic funds crow company best way to ak with the t instructions
personal and financial informat by third parties. It is recommer	ion in emails, te nded that all suc	Il Buyers and Sellers refrain from placing xts or other correspondence subject to p h sensitive information be delivered by n son or by telephone directly with the esc	ossible hacking nore secure
Landlords and Tenants are also leases.	advised to verify	y wiring instructions before wiring monie	s with regard to
of funds. This is an activity by	and between the	orokers and their agents are not involved e parties, their banks and the escrow con ng this matter, they are advised to consu	npanies
communication providing wirin regard to the disbursement of r	g instructions fo	above disclosure and agrees to verify the r funds to be placed into or released from ard to leases.	•
O721B3E001CE4E5  Seller/Landlord	Date	Buyer/ Landlord	Date
Buyer/Tenant		Buyer/Tenant	 Date



### **DROUGHT ADVISORY**

Property Address:	829 El Paso Drive	829 El Paso Drive, Los Angeles, CA, 90042				
due to severe drough water usage for vario Current and future re usage and/or increasi	t conditions and mand us purposes has been strictions may impact ng water costs. These	datory water restriction restricted by many loc the Property in a numl e limitations may affect	t California is in a State of Emergency ns are being imposed. In addition, cal municipalities and water authorities. ber of ways, including limiting water the quality of life at the Property and all or livestock purposes.			
contacting the local w	ater authority, contac	cting the local governm	s issue, including, but not limited to: nent including City and County nere are any existing or planned water			
broker do not have ar	n obligation to, and w	ill not, research any wa	r usage rights or limitations and that ater restrictions relating specifically to ds concerning water usage at the			
BUYER AGREES TO SE APPROPRIATE OFFICIA		ANCE, WATER AND OT	HER DESIRED ASSISTANCE FROM			
Buyer	Date	Buyer	Date			



### **ROOF ADVISORY ADDENDUM**

Property Address:	829 El Paso Drive, Los Angeles, CA, 90042

Due to the drought conditions in California and unusual heat, the roof material may have become compromised and unknown defects can be present. Therefore Buyer(s) agree to indemnify, defend and hold harmless the Seller and Real Estate Agents, their respective directors, officer, employees, affiliates, agents, counsel, representatives, accountants, auditors, and assigns (collectively, "Seller's and Real Estate Agents Indemnitees") from and against any all losses, liabilities, damages, demands, claims, actions, judgments or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties and attorneys' and accountants' fees (collectively "Losses"), asserted against, resulting to, imposed upon or incurred or suffered by the Seller's and Real Estate Agents Indemnitees directly as a result of, or based upon or arising from the failure of the Buyer to perform their own independent roof inspection and certification in regards to the premises subject to this purchase agreement. The Seller(s) and Real Estate Agents make no warranties or representations in regards to the condition of the roof of the premises that is subject to this purchase agreement. The Buyer(s) should perform their own independent roof inspection and certification. This addendum serves as notice and consent of the Buyer(s) to hold harmless the Seller(s) and Real Estate Agents from any liabilities regarding the roof in the event the Buyer(s) fail to perform their own independent inspection and certification regarding the roof of the subject premises.

Buyer  DocuSigned by:  O721B3E001CE4ES	Date 12/6/2023	Buyer  DocuSigned by:  4FBEOAS19ZEA482	Date 12/7/2023
Seller	Date	Seller	Date
Buyer's Agent  Docusigned by:  Maria Sarmictulo  37D37D8CD3C54D5	Date 12/7/2023		
Seller's Agent	Date		

# ADDENDUM/ADVISORY TO RESIDENTAL & RESIDENTIAL INCOME (1-4) PURCHASE AGREEMENTS

This is intended to be a legally binding document – Read it carefully

The following terms and conditions are incor	porated in, and made a part of, the Residential & Residentia	I Income (1-4) Purchase Agreement(s
datedon the Property described a	porated in, and made a part of, the Residential & Residentia s 829 El Paso Drive, Los Angeles, CA, 90042	(the "Property"
In which		is referred to as Buyer and
Santos Martinez	Rosario Martinez	is referred to as Seller.
<u> </u>		<u>.</u>

- 1. Permits: Broker(s) make no representation that any or all additions or modifications to Property have been made with permits and/or have certificates of occupancy (C of O's). Broker(s) make no representation that the property is or is not built to code. Should property have additions and and/or modifications built without permits and/or C of O's, they may not have been done to code or may not be permitted for current usage. If discovered by a Governmental agency, Buyer understands said agency may require improvements to be brought up to code or to be removed. Buyer is strongly advised to investigate these matters in conjunction with Buyer's physical investigation contingency period.
- **2. Airport Noise:** Buyer is aware of the existence and proximity of the Los Angeles International Airport, Santa Monica Airport, Van Nuys Airport and Bob Hope Airport (Burbank-Glendale-Pasadena Airport) to the Property. Buyer is aware that airport noise exists throughout much of the Los Angeles area. Many local airports have plans for expansion. Such expansion may impact the Property. For additional information, Buyer is advised to contact the following: Santa Monica Airport, (310) 458-8591; Los Angeles International Airport, (855) 463-5252; Van Nuys Airport, (818) 442-6500; Bob Hope Airport, (818) 840-8840.
- **3.** Los Angeles City Historic Preservation Overlay Zone: In 2015, the City of Los Angeles approved two Interim Control Ordinances (ICOs) which either prohibit the demolition and substantial alterations of home in the various Historic Preservation Overlay Zones (HPOZs) or limit the scale of new construction in said areas. Spaulding Square, Hancock Park and Windsor Square, as well as other areas located throughout the City of Los Angeles are subject to this ordinance. Broker (s) do not have the expertise in this area to advise Buyers of the impact of these ordinances on the Property. Buyer is advised to contact the City of Los Angeles to investigate whether these HPOZs or ICOs will impact Buyer's ability to make alternations to the Property
- **4. Hancock Park/Beverly Center-Paramount Studios Expansion:** Buyer is advised that the 25-year development plan for Paramount Studios was approved in 2013 and is moving forward. Paramount Studio is currently bordered by Melrose Avenue, Gower Street, Van Ness Avenue and Willoughby Avenue. In addition, Paramount Studios owns additional acreage surrounding the studio that will be part of the expansion. The development will be constructed in intervals with final completion expected around 2038. Seller and Real Estate Brokers do not have the expertise to determine the impact this expansion will have on the Property. Buyer is advised to do an independent investigation of this matter during buyer's investigation contingency period. Buyer may contact Paramount Studios at (323) 956-5000 and Buyer is encouraged to contact the appropriate governmental agencies for any further information regarding this project.
- **5. Hancock Park/Beverly Center- Marlborough School:** Buyer is advised that the Marborough School is in the process of expanding its campus. Construction has begun on this project and the projected completion date is currently set for the opening of the 2016-2017 school year. The project is known as the Arden Project. For further details, buyer is advised to contact the school Development Office at (323) 935-1147.
- **6. Mulholland Scenic Parkway Specific Plan**: Buyer is aware that all property situated in the City of Los Angeles bounded on the East by the Hollywood Freeway, on the West by the Los Angeles City/County boundary line, and within approximately one-half mile North or South of Mulholland Drive is subject to the Mulholland Scenic Parkway Specific Plan (City of Los Angeles Ordinance #167943). If the Property lies within this Specific Plan area, Buyer is advised to obtain a copy of the ordinance and to investigate the impact the Specific Plan may have on Property. Buyer may obtain an official copy of the ordinance by contacting the Los Angeles City Ordinance Division at (213) 978-1133.
- **7. Westside-Sunset Specific Plan:** In 1996, the City of West Hollywood implemented a 20-year plan for the development of Sunset Boulevard from Hayvenhurst Drive on the East to Sierra Alta Way on the West. The implementation of the various stages of this plan may, at various times, adversely impact parking, traffic flow, views and/or/ light for certain properties. For information regarding this plan, Buyer is advised to contact the Planning Department for the City of West Hollywood at (323) 848-6475.
- **8.** Universal Studios Expansion: Buyer is aware that Universal Studios plans to expand its offices, studio and other commercial space at Universal City. Broker(s) are unable to advise Buyer regarding the details of this Project. Buyer is advised to contact Universal Studios for details of this project at (818) 777-1000.
- **9. Westside- 20**<sup>th</sup> **Century Fox Studios Expansion**: Buyer is advised that 20<sup>th</sup> Century Fox is expanding and increasing the size and density of its studio facilities. This may adversely impact traffic in the area of the Property as well as having other impact on the Property. Buyer is advised to investigate this matter and its impact on the Property. For further information Buyer may contact the 20<sup>th</sup> Century Fox Construction Manager at (310) 369-3900.

Porter Ranch Area. Further, buyer is informed that the Termo Company, owner of the existing wells along with several other oil and gas companies, has proposed to drill an additional number of new oil wells at this site. At this time, this proposal is under consideration and no final determination has been made as to whether or when such additional oil wells will be drilled. Seller and Real Estate Brokers do not have the expertise to advise Buyer on any impact said oil wells may have on the subject property. Buyer is advised to investigate this matter during buyer's investigation contingency period. Buyer may visit the proposed project website at <a href="http://www.northalisoproject.com">http://www.northalisoproject.com</a> and should also check with the appropriate county and city departments to obtain information regarding any potential environmental impact of said drilling.

Buyer is advised that there was a major gas leak coming from a Southern California Gas Company storage facility in Aliso Canyon located in close proximity to the Porter Ranch area. The leak, coming from an underground well, released large quantities of methane gas. During the time of the leakage, residents of Porter Ranch complained of health issues including nausea, headaches, and nosebleeds. The gas company indicated that the leak began on or around October 23, 2015 and continued until on or around February 11, 2016. Seller and Real Estate Brokers do not possess the expertise to advise Buyer on the impact of this leak on the subject property. Buyer is advised to do his own investigation of this matter during Buyer's investigation period. Buyer may contact the Los Angeles County Department of Public Health at 888-700-9995 and the Southern California Gas Company at 800-427-2000 for further information. Methane Gas: Buyer is advised that the Property may be located in an area designated as a high risk or potentially high-risk methane ga area, and may therefore be subject to the Los Angeles City Methane Gas Ordinance. Buyer is advised to o

10. Porter Ranch/Aliso Canyon Disclosure: Buyer is advised of the existence of the Aliso Canyon Oil Field, located within close proximity to the

- 11. Los Angeles Department of Water and Power-Open Reservoirs: Buyer has been advised that properties in the areas surrounding an open reservoir may be impacted by existing or future plans to modify open reservoirs in order to comply with Federal and State Clean Water Acts and other such laws. Buyer is advised to contact the Los Angeles Department of Water and Power and the Water Quality Hotline at (213) 367-3182 for additional information.
- 12. Landfill Disclosure: Buyer is advised that the Property may be in the vicinity of a landfill site. Buyer agrees to make own investigation of this fact and its effects, if any, on the value and the Buyer's use and enjoyment of the Property. Buyer is specifically advised that the Property is in the vicinity of the  $\square$  Sunshine  $\square$  Lopez  $\square$  Chiquita  $\square$  other \_\_\_\_\_landfill site. Buyer is advised that there is proposal to extend the Sunshine Canyon Landfill located in the North San Fernando Valley above Granada hills. For further information regarding this issue Buyer may contact BFI Industries of California at (800) 521-6301, or the 12th District city council office.
- 13. Baseline Mansionization Ordinance: Buyer is advised that the City of Los Angeles has adopted a Baseline Mansionization Ordinance (Los Angeles City Ordinance #179883) which may affect Buyer's intended use of the subject property. For those properties subject to the Ordinance (generally all single-family residentially zoned properties not located in a Hillside area or Coastal Zone) the Ordinance imposes restrictions on the square footage allowable for both new construction and additions to existing structures on the property. Buyer is advised to obtain a copy of this ordinance and to contact the appropriate City agency directly to determine its impact, if any, on the subject property. Buyer may also visit the following website: http://zimas.lacity.org. In addition to the above referenced ordinance, the City of Los Angeles has adopted interim ordinance #179184 potentially impacting square footage requirements for single-family residentially zoned properties in the Sunland Tujunga area. Buyers purchasing in this area are advised to obtain a copy of this ordinance and to contact the appropriate City agency to determine its impact, if any, on the subject property. Broker does not have expertise in this area and strongly recommends that Buyer verify, prior to removing inspection contingencies, whether these Ordinances will have any effect on the Buyer's intended use of the subject property.
- **14. Hillside Ordinance:** Buyer is advised that Hillside Property in the city of Los Angeles and other cities may be subject to and impacted by local ordinances providing for special Hillside property requirements. If the Property is a Hillside Property, Buyer is advised to obtain a copy of these ordinances to determine their impact, if any, on the Property. Information regarding the Los Angeles Hillside Property ordinances can be obtained from the city of Los Angeles Department of Building and Safety: information regarding the Beverly Hills Hillside Ordinance can be obtained from the City of Beverly Hills, Department of Building & Safety.
- **15. Defective Furnaces:** Buyer is advised that there is a consumer warning in California regarding certain gas fired attic furnaces manufactured by Consolidated Industries and sold under a various brand names between 1984 and 1992 as being the cause of residential fires. Buyer is advised to have this matter investigated by a qualified professional. For further information regarding this issue Buyer may contact the Consumer Product Safety Commission's toll-free hotline at (800) 638-2772 or online at http://www.cpsc.gov/
- 16. Flooring Disclosure: Neither Seller nor Broker make any representation or guarantee as to the type or condition of the flooring located underneath existing carpeting or other floor covering, except as may be noted in writing by Seller. Buyer is advised to do his/her own independent investigation of the flooring during Buyer's physical inspection period, if this is an important factor to Buyer. Buyer understands that any investigation of the flooring must be done in a manner that will not damage the existing floor covering. Seller is required to disclose any adverse conditions regarding flooring underneath the existing floor covering that are known to Seller, however, Buyer understands that Seller is NOT responsible for damaged flooring underneath existing floor covering unless Seller was aware of such condition and failed to disclose this to Buyer. If Buyer is informed that "hardwood floors" exist at Property, Buyer understands that this is NOT a representation or guarantee that all flooring underneath existing carpeting is hardwood and is not a representation or guarantee as to the condition of said hardwood.
- 17. Pest Control Reports: In the event that Seller obtains more than one Pest Control report pursuant to the current sale of the Property, Seller is required to provide copies of all such reports to Buyer. Seller's ability to comply with the Pest Control provisions of the Purchase Contract may be impacted by the existence of any discrepancies contained within said reports. Buyer is aware that the Structural Pest Control Report deals with wood destroying pests (termites) and does not apply to the presence or absence of rodents, insects, or any other such "pests".
- **18. Purchase or Sale by One Spouse:** If one spouse is purchasing or selling the Property as his or her sole and separate property, Buyer and Seller are aware that the Title Insurance Company may require said spouse to obtain written approval from the other spouse in order to obtain Title Insurance on the Property.
- **19. Value:** Buyer and Seller acknowledge and agree that while Broker(s) often provide information regarding comparable properties to the Property, the value of the Property is subjective and Broker(s) cannot guarantee the current market value of the Property. Furthermore, Broker(s) make no representation of any kind as to the future value of the Property.

- **20. Escrow Process Complexity:** The Purchase Agreement indicates a specific closing date; however, the complexity of a real estate transaction may necessitate an extension of this closing date. Any such extension should be in writing signed by Buyer and Seller. In addition, California law may, in some circumstances, permit a reasonable period of time beyond the date set for close of escrow for one or the other party to comply with the terms of escrow and sale. Due to these possibilities, it is suggested that Buyer and Seller remain as flexible as possible with regard to all plans based on the exact closing date.
- 21. Mandatory Government Retrofit Items (City of Los Angeles):
  - a) Water Conservation Certificate of Compliance (for property located in the City of L.A.): Buyer and Seller are aware of Los Angeles Municipal code Section 122.03 requiring the Seller of Residential property to provide Buyer with a Certificate of Compliance that all applicable items have been retrofitted with the water saving devices specified in said code section. Property shall have ultralow flow toilets in all bathrooms prior to close of escrow, as well as required flow restrictor showerheads per city ordinance.
  - b) Impact Hazard Glazing (for property located in the City of L.A.): Buyer and Seller are aware of City of Los Angeles Ordinance No. 161.136 requiring that all external sliding glass doors (the sliding part only) must be tempered glass or "impact hazard glazed" with a safety film approved by the City of Los Angeles prior to the close of escrow.
  - c) Smoke Detector/Water Heater Compliance: Buyer and Seller are aware of California Health & Safety Code Sections 13113.8(b) and 19211 requiring Sellers of real property to provide buyer with a written statement indicating that the Property is in compliance with the applicable local ordinance regarding installation of smoke detectors and water heater bracing, anchoring or strapping. Los Angeles City ordinance requires installation of smoke detectors in every bedroom and hallway adjacent to bedroom. Single family residences may have battery operated smoke detectors, but all multi dwelling units, including condominiums and townhomes, must be hardwired. Los Angeles City ordinance requires all water heaters to be double strapped as per city ordinance specifications.
  - d) Gas Shutoff Valve Ordinance (for property located in the City of Los Angeles): Buyer and Seller are aware of the Los Angeles City ordinance that requires the installation of a Seismic Gas shutoff Valve on residential and commercial buildings prior to the close of escrow. Said ordinance requires a permit from the Department of Building and Safety as well as an inspection by the Department. Questions concerning this ordinance should be directed to the Los Angeles Department of Building and Safety at their toll free number (888) 524-2845. Further, the City of West Hollywood has enacted a Seismic Safety Gas Shut Off-Valve Ordinance that requires Seller's compliance.
  - e) Lights, Security Openings & Locks Ordinance: Apartment houses, with the exception of interior lighting of residential condominiums that comply with Article 2.9 of Chapter I of the Los Angeles Municipal Code (LAMC), are required to have interior and exterior lights, locks, metal bars, and grills that comply with provisions of Sections 12.21A.5.(k) of LAMC, and Sections 6304.2, 6305 and Chapter 67 of LABC. In addition the same requirements applies when an apartment is sold, exchanged, or a permit is issued to add, alter, or repair with a valuation greater than \$10,000.00, or upon the determination by the Board of Building and Safety Commissioners pursuant to Section 8108.3 of LABC. The installation of bars, grills, grates or similar devices over the emergency escape and rescue openings in Group R occupancies is required to comply with the provisions of Section 1030.4 of the LABC.
    - In addition, every door in a security opening of an apartment house is required to have a security light per Section 6708 of the LABC. Security lighting and lock requirements for new and existing apartment houses became effective on January 12, 1998 by Ordinance #171858. **Security Openings**: an opening in a wall, partition, or roof as defined in Section 6705 of LABC.
    - **Lighting**: Artificial lighting shall be provided at all parking garages serving dwelling units or guest rooms, at apartment house exterior accessory areas (i.e., driveways, side yards, walkways, recreation areas and similar locations), every door in a security opening of an apartment house and accessory recreation or service rooms. The luminaire(s) shall be installed at 8 feet maximum in height and shall provide a minimum average surface illumination of 0.2 foot candles measured at the floor level. Exterior lighting brighter than 2-foot candles affecting adjacent residential properties shall be activated by motion sensors, and shall remain continuously lit for a period not to exceed 20 minutes. (LABC 6304.2, 6305 and 6708

Other Cities may have similar retrofit requirements. Brokers and Seller do not have expertise in this area. Broker (s) recommend that Buyer and Seller consult with the appropriate government agencies in the particular City in question to determine the retrofit requirements for that area.

- 22. Report of Residential Property Records and Pending Special Assessment Liens: If the subject property is residential and located in the City of Los Angeles, Seller shall pay for and deliver to Buyer, prior to close of escrow, a "Report of Residential Property Records and Pending Special Assessment Liens" in accordance with Los Angeles City Ordinance No. 144.942. Buyer and Seller acknowledge that Broker(s) is not responsible for the timely delivery of said report. Other Cities, including, but not limited to, Beverly Hills, Santa Monica, and Culver City also have a requirement that Seller pay for and deliver to Buyer, prior to close of escrow, a report concerning the City records pertaining to the Property.
- 23. Potable Water to Support Future Improvement to Property: Buyer is made aware in the County of Los Angeles there are requirements effective January 1, 2003, for the expansion and development of real estate. Buyer is advised to do an independent investigation of the "Potable Water Availability Requirements for Residential and Commercial Development" including whether "public" or "certified" well water source is available and the performance of soil evaluation "percolation" tests for private sewerage disposal. Buyer, in unincorporated areas of the County of Los Angeles, should contact the County of Los Angeles Department of Health Services Environmental Health or the Los Angeles County Department of Public Works (website www.Ladpw.org). Other cities may have similar requirements. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance.

24. Rent Control /Stabilization Ordinances: Buyer has been informed that Los Angeles City is subject to a rent control ordinance. Currently, all single family residences are exempt from this ordinance. In addition, multi-units including town homes and condominiums where the original Certificate of occupancy was issued after October1, 1979, are exempt. Buyer's ability to increase rent, evict tenants and other related matters may be restricted by said ordinance. Buyer may also be required to pay monetary relocation assistance to any tenants who are evicted by Buyer for any reason. This relocation assistance may amount to several thousand dollars based upon the category of tenant involved. Broker(s) strongly recommend Buyer/Lessee contact the City of Los Angeles Housing Department at (866) 557-7368 to determine the effect of the local ordinances on subject property.

If the Property is located outside the city of Los Angeles, Buyer is advised to check with the appropriate governmental entity to determine the existence of any Rent Control Ordinance. In addition to the City of Los Angeles, numerous other cities have Rent Stabilization Ordinances, including, but not limited to, Santa Monica, West Hollywood and Beverly Hills. Real Estate Brokers and their agents do not have the expertise to advise the parties with regard to the specific impact of these ordinances on the subject property. Buyer and Seller are advised to contact the appropriate governmental entity charged with enforcing any such ordinance in the area in question to verify whether subject property is subject to such ordinance and, if so, what impact such an ordinance will have on the rights and duties of Seller and Buyer. These ordinances potentially impact various issues including rents, ability to raise rents, eviction procedures, relocation fees, handling of security deposits and many other matters. Buyer is advised to contact the following departments: City of West Hollywood Rent Stabilization Board, (323) 848-6450; City of Santa Monica Rent Control Board, (310) 458-8751; City of Beverly Hills Rent Stabilization Board, (310) 285-1031. Homeowner's Insurance: Buyer is aware that he/she may have a problem obtaining new Homeowner's Insurance regarding the Property if there has been a prior insurance claim made arising from water penetration or leaks therein, as well as other prior insurance broker regarding whether there will be any problem procuring insurance for the Property.

- 25. Carbon Monoxide Detector: California law (Health and Safety Code sections 13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others. The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are no other owner exceptions from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties. Some localities maintain their own retrofit or point of sale requirements which may include the requirement that carbon monoxide detector(s) be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding a point of sale or retrofit requirements when transferring property. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance.
- **26.** Waiver of Inspection: In the event Buyer elects to purchase the Property without the benefit of a Professional Physical Inspection of the Property, Buyer is acting against the advice and recommendations of Broker and acknowledges that physical and geological conditions may exist relating to the Property which are presently unknown or concealed but which could have been discovered or disclosed by such inspections. Accordingly, if Buyer elects to proceed without such inspection, Buyer hereby agrees to waive any claim against Broker and hold Broker harmless from any loss or damage suffered by Buyer as a result of physical or geological conditions or defects affecting the property, which are unknown to the Buyer at the time of purchase.
- **27. Lender Information:** Listing agent is authorized to contact Buyer lender regarding progress of loan. Buyer instructs selling agent to provide listing agent with name and telephone number of lender immediately upon submission of loan application.
- **28. Protected Tree Preservation:** Buyer is aware of the existence of a Los Angeles City Ordinance (Ordinance #177404) that regulates and encourages the preservation of oak trees and other "protected trees" within the City of Los Angeles. For more information regarding which trees fall within the category of "protected trees" and what restrictions apply to such trees and before removing, relocating or altering any trees on subject property, Buyer is advised to contact the City of Los Angeles, Urban Forestry Division at (213) 847-3077. A permit is generally required to relocate, remove or alter any protected trees. The Seller and Real Estate Brokers are not experts in this area and cannot give specific advise to Buyer with regard to this matter.
- 29. Rules, Regulations, Requirements, Ordinances, Laws, Zoning, Permits, Construction, Improvements and/or Neighborhood Conditions: There are 88 separate municipalities in Los Angeles County alone. For each municipality, the city council, city planning commission, neighborhood associations, and/or other government entities regulate nearly all aspects of real property ownership. On top of these municipal rules and ordinances are County, State, and Federal laws, rules, and regulations. For example, there may be rules governing the color you may paint your Property, the height of your Property, the materials you are permitted to use to build with, and whether you are even permitted to make changes to your Property, among other things. Real estate agents are not qualified to investigate, advise, or offer professional opinions on any rules, regulations, ordinances, requirements, laws, zoning, permits, construction, improvements, historic zones, and/or neighborhood conditions that may affect the Property and/or living at the Property. The Buyer and the Buyer alone, is solely responsible for investigating any and all rules, regulations, requirements, ordinances, laws, zoning, permits, construction, improvements, historic zones, and/or neighborhood conditions that may affect the Property and/or living at the Property

- **30. Porter Ranch/Aliso Canyon Disclosure:** Buyer is advised of the existence of the Aliso Canyon Oil Field, located within close proximity to the Porter Ranch Area. Further, buyer is informed that The Termo Company, owner of the existing wells along with several other oil and gas companies, has proposed to drill an additional number of new oil wells at this site. At this time, this proposal is under consideration and no final determination has been made as to whether or when such additional oil wells will be drilled. Seller and real estate brokers and their agents do not have the expertise to advise buyer on any impact said oil wells may have on the subject property. Buyer is advised to investigate this matter during buyer's investigation contingency period. Buyer may visit the proposed project website at <a href="http://www.northalisoproject.com">http://www.northalisoproject.com</a> and should also check with the appropriate county and city departments to obtain information regarding any potential environmental impact of said drilling. Buyer is advised that there was a gas leak coming from a Southern California Gas Company storage facility in Aliso Canyon located in close proximity to the Porter Ranch area. The leak, coming from an underground well, released large quantities of methane gas. During the time of the leakage, residents of Porter Ranch complained of health issues including nausea, headaches, and nosebleeds. The gas company indicated that the leak began on or around October 23, 2015 and continued until on or around February 11, 2016. Seller and real estate brokers do not possess the expertise to advise Buyer on the impact of this leak on the subject property. Buyer is advised to do his own investigation of this matter during buyer's investigation period. Buyer may contact the Los Angeles County Department of Public Health at (888) 700-9995 and the Southern California Gas Company at (800) 427-2000 for further information.
- **31.** Los Angeles City Earthquake Retrofit Safety Regulations: The Los Angeles City Council has enacted seismic regulations requiring an estimated 15,000 buildings be retrofitted so they will better withstand a potential earthquake. Two types of buildings are targeted by this legislation- concrete buildings and boxy wood-frame apartment complexes built on top of carports. Property owners will have seven years to retrofit wood apartments and 25 years to fix concrete buildings. The cost of retrofitting such buildings will be substantial and any potential buyer of such properties is advised to investigate this matter during buyer's investigation contingency period. Buyer is advised to check directly with the Los Angeles Department of Building and Safety for further information on this subject.
- **32.** Sale Contingency/Disapproval: This sale is contingent upon Buyer's independent investigation and approval of items referred herein, within the same number of days from acceptance of offer and in the same manner as agreed to between Buyer and Seller in the Agreement for the physical investigation contingency.
- 33. Buyer's Planning, Zoning & Permit Advisory-Buyer(s) are advised that any all structures on the property in this transaction including the original structure an any additions, modifications, remodels or improvements may have been built without permits, not according to building codes, or in violation of zoning laws. Buyer(s) acknowledges that Keller Williams DTLA and its' agents and broker have no knowledge of same and have not made any representations concerning any governmental planning, zoning or permit issues concerning the property at issue in this transaction or any improvements thereon, no concerning in any way the use or occupancy of said property. Buyer(s) are hereby advised to undertake buyer(s) own investigation concerning such matters by making direct inquiries of the appropriate governmental agencies or otherwise as determined by buyer(s).
- **34. Drought Conditions**: The Governor of California recently issued an Executive Order that California is in a State of Emergency due to severe drought conditions and mandatory water restrictions are being imposed. In addition, water usage for various purposes has been restricted by many local municipalities and water authorities. Current and future restrictions may impact the Property in a number of ways, including limiting water usage and/or increasing water costs. These limitations may affect the quality of life at the Property and the ability to use water in the home or for landscaping, agricultural or livestock purposes. It is strongly recommended that Buyer thoroughly investigate this issue, including, but not limited t: contacting the local water authority, contacting the local government including City and County authorities and searching various public websites as to whether there are any existing or planned water limitations. Buyer(s) acknowledge that Brokers do not have expertise in water usage rights or limitations and that broker do not have an obligation to, and will not, research any water restrictions relating specifically to the Property including, but not limited to, inspecting public records concerning water usage at the Property. BUYER AGREES TO SEEK LEGAL, TAX, INSURANCE, WATER AND OTHER DESIRED ASSISTANCE FROM APPROPRIATE OFFICIALS.
- **35. Mold:** Buyer is advised that the presence of certain kinds of mold, fungi, and other organisms may adversely affect the property and the health of some individuals. Toxic mold found in the home is often the result of moisture invasion or leakage inside the home. Buyer is advised to have property inspected for the existence of such organisms or conditions deemed likely to lead to their formation during the Buyer's physical inspection contingency period. Not all molds can be seen or discovered by visual or typical inspection of the property. Therefore, a visual inspection of a home by the parties or their agents, and even a professional home inspector, may not reveal the presence of mold. It is therefore possible that a home could have hidden mold that People may not be aware exists. The only way to provide a reasonable assurance that a home does not have a mold problem is to have a specific test performed by a qualified professional. Real estate brokers and agents are not trained to identify or locate mold, fungus, or other organisms. The real estate brokers and agents have not made any representation, express or implied, as to the existence or non- existence of mold, fungi, or other organisms in or on the subject property. The statements of the Seller and/or others concerning mold, fungus, or other organisms have not and will not be verified by the real estate brokers and/or agents. I will independently decide whether I will have an environmental inspection of the subject property by a qualified individual or entity.
- **36. Roof:** due to the drought conditions in California and unusual heat, the roof material may have become compromised and unknown defects can be present. Therefore Buyer(s) agree to indemnify, defend and hold harmless the Seller and Real Estate Agents, their respective directors, officer, employees, affiliates, agents, counsel, representatives, accountants, auditors, and assigns (collectively, "Seller's and Real Estate Agents Indemnitees") from and against any all losses, liabilities, damages, demands, claims, actions, judgments or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties and attorneys' and accountants' fees (collectively "Losses"), asserted against, resulting to, imposed upon or incurred or suffered by the Seller's and Real Estate Agents Indemnitees directly as a result of, or based upon or arising from the failure of the Buyer to perform their own independent roof inspection and certification in regards to the premises subject to this purchase agreement. The Seller(s) and Real Estate Agents make no warranties or representations in regard to the condition of the roof of the premises that is subject to this purchase agreement. The Buyer(s) should perform their own independent roof inspection and certification. This addendum serves as notice and consent of the Buyer(s) to hold harmless the Seller(s) and Real Estate Agents from any liabilities regarding the roof in the event the Buyer(s) fail to perform their own independent inspection and certification regarding the roof of the subject premises.

- 37. Wire Fraud Instructions Disclosure: instructions for the online or wire transfer of escrow deposits and down payments from buyers as well as seller proceeds to be disbursed from escrow have been known to be intercepted by hackers who alter them so that Buyer's or Seller's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers and Sellers should exercise extreme caution in making electronic funds transfers, verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed to third parties. The best way to accomplish this is to contact the escrow company by telephone and make sure you speak with the escrow officer in charge of the escrow in question. Do not respond to any disbursement instructions you receive via email, text, or mail. Always check directly with the escrow officer in question to verify the current wiring information. In addition, Broker strongly recommends that all Buyers and Sellers refrain from placing sensitive personal and financial information in emails, texts or other correspondence subject to possible hacking by third parties. It is recommended that all such sensitive information be delivered by more secure means such as providing the information in person or by telephone directly with the escrow officer. Landlords and Tenants are also advised to verify wiring instructions before wiring monies with regard to leases. The undersigned acknowledge that real estate brokers and their agents are not involved in the transfer of funds. This is an activity by and between the parties, their banks and the escrow companies involved. If parties have any questions regarding this matter, they are advised to consult with their own legal counsel. The undersigned has read and understands the above disclosure and agrees to verify the source of any communication providing wiring instructions for funds to be placed into or released from escrow or with regard to the disbur
- **39. Seismic Gas Shutoff Valve Ordinance: SALE OF RESIDENTIAL PROPERTY.** The City of Los Angeles has enacted the modified version of Ordinance Number 171874, Section 94.1219.2.3 of the Los Angeles Municipal Code, which requires buildings situated in the City of Los Angeles, have the seismic gas shutoff valve installed prior to the close of escrow.

**DEFINITION OF RESIDENTIAL.** A "residential building" includes any single-family dwelling, duplex, apartment building townhouse and/or condominium.

**CONDOMINIUMS.** The sale of an individual condominium unit in a building requires installation of seismic gas shutoff valves for all gas piping serving that building. If the building in which a condominium unit is located has multiple gas lines, the shutoff valve is required on the line serving the unit sold and any other units served by the same line or meter.

It is strongly recommended that interested parties contact the Condominium Homeowner's Association ("HOA") in order to determine the number of gas lines servicing the building and HOA's position regarding compliance with the City of Los Angeles Seismic Gas Shutoff Valve Ordinance.

ALTERATIONS TO RESIDENTIAL PROPERTY. The ordinance also requires installation of a seismic gas shutoff valve in connection with any alteration or addition values at \$10,000 or more for a building permit for work is first issued on or after January 10, 1998, by the City of Los Angeles.

ADDITIONAL INFORMATION. For more information, interested parties may contact the Los Angeles Department of Building and Safety at (888) 524-2845.

**40. Ultra Low Flow Toilet Retrofit Ordinance**: **UPON SALE OF PROPERTY.** Effective January 1, 1999, the City of Los Angeles has enacted Ordinance Number 172075 of the Los Angeles Municipal Code, which requires owners of property situated in the City of Los Angeles to retrofit water closets (toilets), urinals, and showerheads when property is sold. This ordinance, which was passed in June 1998, affects both residential and non-residential properties.

The ordinance provides, among other things, that prior to close of escrow, each "owner" shall ensure that toilets, urinals, showerheads meeting the following maximum water use requirements are installed; toilets, a maximum of 1.6 gallons per flush; urinals, a maximum of 1.5 gallons per flush; and showerhead, a maximum of 2.5 gallons per minute.

**CERTIFICATE OF COMPLIANCE.** The Ordinance requires that at the same time of sale "Certificate of Compliance" be signed by seller and then filed with the Los Angeles Department of Water and Power.

**ADDITIONAL INFORMATION.** The Los Angeles Department of Water and Power ("DWP") indicates that and original multi-part, serial-numbered Certificate must be used for each transaction. An original can be obtained by telephone from UTECH at (888) 284-6130 or from a plumber or commercial retrofitting service.

Buyer and Seller acknowledge receipt of all 6 pages of this addend by signing below:

Buyer	Buyer	Date:
DocuSigned by:	— DocuSigned by:	12/6/2023
Seller CAIAA	Seller R M	Date:
0721B3E001CE4E5	4F8E0A9192EA482	

	•	er's Guide to Environmental Hazards	· · · · · · ·
(with g	Helpful Too detailed	ch includes the Federal Lead booklet a  Clearly written Confusing	nd Toxic Mold Update:
	I have strengthened my homal I plan to fix my home's ear	*	į
I T	he year my home was built w	ras <u>1925</u>	] 
(	Comments:		
	e Want To Hear From You!		
	1900 K	nia Seismic Safety Commission Street, Suite 100 lento, California 95814-4186	
_	f valve update) which in	d a copy of the Environmental H cludes the Federal Lead bookle	
Property Address:	829 El Paso Drive, Los Angel	es, CA 90042	
Date	Time	(Buyer's signature)	(printed name)
Date	Time		(printed name)
Date	Time  (Buyer's Agent's signature)	(Buyer's signature)	(printed name)
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NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS

California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.



### **NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL**

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

Name of Buyer(s)	
Property Address 829 El Paso Drive, Los Angeles, CA 90042	
Pursuant to Civil Code § 1102.6c, Seller or his or her a Property Tax Bill":	gent is providing this "Notice of Your 'Supplemental'
"California property tax law requires the Assessor to of the property changes. Because of this law, you depending on when your loan closes.	
The supplemental tax bills are not mailed to your le payments to be paid through an impound account, t lender. It is your responsibility to pay these suppleme	the supplemental tax bills will not be paid by your
If you have any question concerning this matter, plea	ase call your local Tax Collector's Office."
Buyer acknowledges Buyer has read, understan Your 'Supplemental' Property Tax Bill".	nds and has received a copy of this "Notice of
Buyer	Date
Buyer	Date

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#### BUYER TRANSACTIONAL ADVISORY (C.A.R. Form BTA, 12/22)

**GENERAL INFORMATION:** Buying real property is a process that has many different aspects to it. The information below will help you evaluate your role and the roles of others in the buying process.

BUYER OBLIGATIONS:

- A. REASONABLE CARE AND OTHER PROFESSIONAL ASSISTANCE: Buyers have an affirmative duty to take steps to protect themselves, including discovery of the legal, practical and technical implications of discovered or disclosed facts, and investigation of information and facts which are known to them or are within their diligent attention and observation. Buyers are obligated to read all documents provided to them. Buyers should seek desired assistance from appropriate professionals, selected by them, such as those referenced in the attached Buyer's Investigation Advisory (C.A.R. Form BIA). Buyers are advised to read the attached Buyer's Investigation Advisory for a list of items and other concerns that may warrant investigation by them or other professionals.

  B. COMMUNICATING IMPORTANT ISSUES: Buyers need to notify their Agent in writing of any important or material issue to them.
- (C.A.R. Form BMI). If buyer's circumstances or interests change during the property buying process, buyers should notify their Agent, in writing.
- AGENT DUTIES AND LIMITATIONS: Agents perform many services for buyers during the course of the home buying process. The sophistication of the buyers, the experience of others involved in a transaction, and the requirements of the specific transaction will all impact the Agent's duties.
  - A. AGENT AUTHORIZATIONS, OBLIGATIONS AND LIMITATIONS: For property transactions of which Agent is aware and not precluded from participating in by buyers, during the representation period, Agents are authorized to (i) provide and review forms to create a property contract for the acquisition of a specific property; (ii) deliver or communicate to buyers any disclosures, materials or information received by, in the personal possession of, or personally known to, the individual Agent signing below; and (iii) if the property contains at least one but not more than four residential units, perform a reasonably competent and diligent, visual inspection of the accessible areas of the 1-4 units and disclose to buyers any material facts concerning the value or desirability of the property that was observable in the inspection. Unless otherwise specified in writing, any information provided through Agent in the course of representing buyers has not been and will not be verified by Agent. Agent's services are performed in compliance with federal, state and local anti-discrimination laws. Agent owes no duty to inspect for common environmental hazards, earthquake weaknesses, or geologic and seismic hazards.
  - B. SCOPE OF AGENT DUTIES: Buyers acknowledges and agree that Agent: (i) does not decide what price buyers should pay or a seller will 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 of 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 responsible property. 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, easements, or other encroachments on 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 providing legal or tax advice regarding any aspect of a transaction entered into by buyers or seller; and (x) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyers are advised to, and agree to, see legal, tax, insurance, title and other desired assistance from appropriate professionals.
  - **BUYER REPRESENTATION AGREEMENT ALLOWS DUAL AGENCY:** The Buyer Representation and Broker Compensation Agreement (C.A.R. Form BRBC) permits Broker to act as a dual agent for both buyer and seller in a transaction. Under California law, even though one individual real estate agent may be the only licensee in direct contact with a buyer on a property transaction and another individual agent may be the only licensee in direct contact with a seller for that same transaction, since both agents work for the same firm the brokerage firm, the brokerage firm and its agents are all dual agents in that transaction. It is also legally permissible for one real estate agent to be in direct contact with both buyer and seller, in which case a dual agency will also be established for both the brokerage firm and the agent in that transaction. If Buyer does not want to allow dual agency, then Buyer should discuss with Broker the implications of such a request and then come to an agreement with Broker.

By signing below, Buyer acknowledges that they have read, understand, and have receited Advisory.	ived a Copy of this Buyer Transactional
Buyer	Date

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#### NATURAL HAZARD DISCLOSURE STATEMENT AND DISCLOSURE REPORT RECEIPT

This statement applies to the following property: 829 EL PASO DR LOS ANGELES, CA 90042; LOS ANGELES COUNTY; APN: 5477-026-008

The seller and the seller's agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the Subject Property. Seller hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property. The following are representations made by the seller and the seller's agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the seller and buyer. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S): A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency. Refer to Report No \_X\_ Do not know and information not available from local jurisdiction AN AREA OF POTENTIAL FLOODING SHOWN ON A DAM FAILURE INUNDATION MAP pursuant to Section 8589.5 of the Government Code. Refer to Report. No X Do not know and information not available from local jurisdiction \_\_\_ A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code. Refer to Report.

Yes X No AB-38 Disclosure Form is REQUIRED. A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code. Refer to Report. Yes AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code. Refer to Report. Yes No X A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code. Refer to Report. Yes (Liquefaction Zone) X No \_\_\_ Map not yet released by state THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. SELLER(S) AND BUYER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY. 12/6/2023 Date 12/7/2023 Signature of Seller(s) Signature of Seller(s) Date 12/7/2023 Seller's Agent(s) Date Maria Sarmiente Seller's Agent(s) Check only one of the following: ☐ Seller(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s). Seller(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Section 1103.7 of the Civil Code, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Section 1103.4 of the Civil Code. Neither seller(s) nor their agent(s) (1) has independently verified the information contained in this statement and report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below: Third-Party Disclosure Provider(s) Date Property I.D. 11/30/2023 Buyer represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the seller's or agent's disclosure obligations in this transaction. The items listed below indicate additional statutory disclosures and legal information that are provided in the report. Additional Reports that are enclosed herein if ordered: (A) ENVIRONMENTAL RISK REPORT (Enclosed if ordered) (A) INDUSTRIAL USE ZONE DETERMINATION (where available) pursuant to Section 1102.17 of the California Civil Code. Refer to Report. (B) MILITARY ORDNANCE FACILITIES pursuant to California Civil Code Sections 1102.15 and 1940.7. Refer to Report. (C) AIRPORT INFLUENCE AREA pursuant to Civil Code Section 1103.4. Refer to Report. (D) NOTICE OF RIGHT TO FARM pursuant to California Civil Code Section 1103.4. Refer to Report. (E) MELLO-ROOS & SPECIAL ASSESSMENTS pursuant to Section 53311-53365.7 / 53754 of the California Government Code: Refer to Report. Additional Local Jurisdiction Hazards - May include the following: Airports, Avalanche, Coastal Protection, Conservation Areas, Critical Habitats, Dam Failure Inundation, Duct Sealing Requirements, Erosion, Fault Zone, Fire, Groundwater, Sea Level Rise, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Oil and Gas Well Proximity, Petrochemical Contamination, Property Taxes, Radon, Right to Farm, Soil Stability, Tsunami, Williamson Act, Wind Erosion. Refer to Report. Methamphetamine Contamination, Megan's Law – Sex Offender Database, Mold, Abandoned Wells. Carbon Monoxide Devices, Natural Gas and Hazardous Liquid Pipelines, Water Conserving Plumbing Fixtures, Notice of Supplemental Property Tax Bill, AB 38 Notice, CALFIRE Defensible Space, CALFIRE Low Cost Retrofit List, Fire Safety & Home Hardening Form, California Waterway Setback Requirements, SGMA Groundwater Basin Priority, Historical Significance Notice. Refer to Report. Governmental Guides are delivered with printed reports and linked on electronically delivered reports (also available at <a href="https://propertyid.com/downloads">https://propertyid.com/downloads</a>)
(A) ENVIRONMENTAL HAZARDS: "A Guide for Homeowners, Buyers, Landlords and Tenants" pursuant to California Health and Safety Code Section 25100 et seq., 25417, and 26100, Business and Professions Code Section 10084, and Civil Code Section 2079.7. Refer to Report.; (B) EARTHQUAKE SAFETY: "The Homeowner's Guide To Earthquake Safety", including the "Residential Earthquake Risk Disclosure Statement", pursuant to California Business and Professions Code Section 10149, and Government Code Sections 8897.2, and 8897.5. Refer to Report.; (C) LEAD-BASED PAINT: "Protect Your Family From Lead In Your Home" pursuant to HUD Mortgage Letter 92-94, Title X of Housing and Com. D.V. Act of 1992. Refer to Report.; (D). MOLD: "Mold or Moisture in My Home: What Do I Do?" pursuant to Health and Settley Code Section 25100 et seq., 25417, and 26100, Business and Professions Code Section 10084, and Civil Code Section 2079.7. Refer to Report.; (E). "What Is Your Home Energy Rating?", pursuant to California Civil Code Section 2079.10. Refer to Report. This Report contains the Mandatory Natural Hazard Disclosure Report. The Environmental Risk Report is only enclosed if it has been ordered. To order the Environmental Risk Report, please contact Property I.D. Customer Service at 800-626-0106 Signature of Buyer(s) Date Signature of Buyer(s) Date

Property Address: 829 EL PASO DR		The California ENERGY COMMISSION	
LOS ANGELES, CA 90042			
	have received a copy of the WHA NERGY RATING? booklet (CEC-4		
Buyer's Signature	Printed Name	Date	
Buyer's Signature	Printed Name	Date	
Buyer's Agent Signature	Printed Name	Date	
	Broker's Name		
— DocuSigned by:	Santos Martinez	12/6/2023	
Sallation Signature	Printed Name	Date	
DocuSigned by:	Rosario Martinez	12/7/2023	
Selleria Signature	Printed Name	Date	
DocuSigned by:	Maria Sarmiento	12/7/2023	
Mana Samuuto Listing:மிருமன்க் Signature	Printed Name	Date	
	Keller Williams DTLA		
	Broker's Name		

## **ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS**

California Civil Code Section 2079.10 states that if this booklet is provided to the buyer by the seller or broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

For more information, visit: www.energy.ca.gov/HERS/index.html

### Residential Safety Guides: Acknowledgment of Delivery/Receipt

My signature below and/or on the Property I.D. NHDS Report Receipt page is my acknowledgment that the Residential Safety Guides listed on this page have been delivered to me via the links below. I have received them, I have access to them, and I understand that if I want to receive the guides, booklets, and pamphlets listed below in a different format I can provide Property I.D. with a written request to <a href="mailto:platinumservices@propertyid.com">platinumservices@propertyid.com</a>:

- ◆ The California "Residential Environmental Hazards" (© 2011) booklet (<a href="https://propertyid.com/government-booklets">https://propertyid.com/government-booklets</a>) including information on:
  - Asbestos
  - Carbon Monoxide
  - Formaldehyde
  - Hazardous Waste
  - Household Hazardous Waste
  - Lead
  - Mold
  - Radon
- ◆ The California "Homeowner's Guide to Earthquake Safety" (© 2020) (https://propertyid.com/government-booklets) including information on:
  - Earthquake Weaknesses
  - Natural Gas Safety
  - Geologic Hazards
- ◆ California Department of Public Health (CDPH) Indoor Air Quality (IAQ) Info Sheet: "Mold or Moisture in My Home: What Do I Do? (© 2016) (<a href="https://propertyid.com/government-booklets">https://propertyid.com/government-booklets</a>)
- U.S. EPA "Protect Your Family From Lead in Your Home" (© 2021) pamphlet (<a href="https://propertyid.com/government-booklets">https://propertyid.com/government-booklets</a>)
- ◆ The California Energy Commission "Home Energy Rating" (© 2011) pamphlet (<a href="https://propertyid.com/government-booklets">https://propertyid.com/government-booklets</a>)

Property Address: 829 EL PASO DR, LOS ANGELES, CA 90042 Buyer Date Buyer Date Buyer's Agent Date -DocuSigned by: 12/6/2023 Seller Date 12/7/2023 Seller Date 12/7/2023 Date Seller's Agent Maria Sarmiento 37D37D6CD3C54D5.

 $NOTE: Signatures \ on \ the \ Property \ I.D. \ NHDS \ Report \ Receipt \ page \ are \ sufficient \ to \ acknowledge \ delivery/receipt \ of \ the \ Residential \ Safety \ Guides.$ 



#### STATEWIDE BUYER AND SELLER ADVISORY

(This Form Does Not Replace Local Condition Disclosures. Additional Advisories or Disclosures May Be Attached) (C.A.R. Form SBSA, Revised 6/23)

#### **BUYER RIGHTS AND DUTIES:**

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
- You should conduct thorough investigations of the Property both personally and with appropriate professionals.
- If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
- You should retain your own professional even if Seller or Broker has provided you with existing reports.
- You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you contain conflicting information. If there are discrepancies between reports, disclosures or other information, you are responsible for contacting appropriate professionals to confirm the accuracy of correctness of the reports, disclosures or information.
- You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to respond to you or make any such repairs, corrections or other requested actions.
- If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right
  to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement").
   If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk.

YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

#### **SELLER RIGHTS AND DUTIES:**

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.

#### **BROKER RIGHTS AND DUTIES:**

- Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it.
- For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals.
- Many defects and conditions may not be discoverable by a Broker's visual inspection.
- If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing.
- If a Broker gives you reports or other documents, unless otherwise specified, it is possible that different reports provided to you contain conflicting information. Broker has not and will not verify or otherwise investigate the information contained therein.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.

### LEGAL, TAX AND CONTRACT CONSIDERATIONS FOR BOTH BUYER AND SELLER:

- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. You should contact a CPA or tax attorney to determine (i) the basis of the property for income tax purposes; and (ii) any calculations necessary to determine if a sale, and what price, would result in any capital gains taxes that may need to be reported to State and Federal taxing agencies. In addition, you should consult with the CPA or tax attorney regarding what factors affect how the property tax basis is determined. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.
- The terms of the Agreement and any counter offers and addenda establish your rights and responsibilities to each other.

EQUAL HOUSING OPPORTUNITY

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# A. Investigation of Physical Conditions

1. EASEMENTS, ACCESS AND ENCROACHMENTS: Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised and Broker(s) recommend that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.



- 2. ENVIRONMENTAL HAZARDS: Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. Some municipalities may impose additional requirements regarding underground storage tanks, which may be more common in certain areas and cities throughout the State, especially where there are larger, older homes built before 1935. It is possible that these tanks, either now or in the future, may require inspections or abatement. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home." Brokers do not have expertise in this area.
- 3. FORMALDEHYDE: Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants." Brokers do not have expertise in this area.
- GEOLOGIC HAZARDS: Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s). Brokers do not have expertise in this area.
- 5. INSPECTIONS: Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in these area.
- 6. MOLD: Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited



- to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in this area.
- 7. PETS AND ANIMALS: Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- **SEPTIC SYSTEMS:** Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level. Brokers do not have expertise in this
- 9. SOIL AND GEOLOGIC CONDITIONS: Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion erosion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves or wells. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections. Brokers do not have expertise in this area.
- 10. SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS: Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others concerning square footage, lot size, Property corners or exact boundaries. Standard title insurance does not insure the boundaries of the Property. If the exact square footage or lot size or location of Property corners or boundaries is an important consideration in Buyer's decision to purchase the Property and/or how much Buyer is willing to pay for the Property, then Buyer must independently conduct Buyer's own investigation through appropriate professionals, appraisers, or licensed surveyors and rely solely on their data, recognizing that all measurements may not be consistent and that different sources may have different size assessments. Brokers do not have expertise in this area.
- 11. WATER INTRUSION: Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.



- 12. WELL AND WATER SYSTEM(S): Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 13. WOOD DESTROYING PESTS: Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 14. FIRE HARDENING, DEFENSIBLE SPACE, AND WILDFIRE DISASTERS: California is subject to wildfires which have resulted in damage and destruction of many properties located in the state. Several recent state laws have mandated disclosures by sellers when selling properties in certain identified zones, such as "high" or "very high" fire severity zones. Additionally, state law mandates that sellers provide buyers with statements of compliance with local mandates if adopted by local agencies. The Property may be located in a high or very high fire severity zone. This may impact the availability of insurance and the ability to build or rebuild structures on the Property. Additionally, there may be requirements that certain fire prevention steps may be mandated. Information on fire hardening, including current building standards and information on minimum annual vegetation management standards to protect homes from wildfires, can be obtained on the internet website <a href="http://www.readyforwildfire.org">http://www.readyforwildfire.org</a>.

Cal Fire has made available a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. The viewer is available at <a href="https://egis.fire.ca.gov/FHSZ/">https://egis.fire.ca.gov/FHSZ/</a>. Below is a partial list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.

- **A.** California Department of Insurance ("Wildfire Resource") <a href="http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm">http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm</a>; 1-800-927-4357
- **B.** Governor's Office of Emergency Services ("Cal OES") California Wildfires Statewide Recovery Resources <a href="http://wildfirerecovery.org/">http://wildfirerecovery.org/</a>
- C. California Department of Forestry and Fire ("Cal Fire") http://fire.ca.gov/ and https://www.readyforwildfire.org/
- D. California Department of Transportation <a href="https://calsta.ca.gov/">https://calsta.ca.gov/</a>
- E. California Attorney General https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1

#### Brokers do not have expertise in this area.

15. PRELIMINARY (TITLE) REPORT: A preliminary report is a document prepared by a title company which shows the conditions upon which the title company is willing to offer a policy of title insurance. However, a preliminary report is not an "abstract of title;" the title company does not conduct an exhaustive search of the title record and does not guarantee the condition of title. Nevertheless, the preliminary report documents many matters that have been recorded that can impact an owner's use of the property such as known easements, access rights, and encroachments and, if applicable, governing documents and restrictions for a homeowners' association (HOA). Among many other restrictions that may appear in the HOA documents are restrictions on the number and weight of pets that are allowed. A preliminary report may contain links to important documents referred to in the report. Broker recommends that Buyer reviews the preliminary report and any documents referenced by links and keep a printed or electronic copy of the preliminary report and documents referenced by link. Brokers do not have expertise in this area.

# **B. Property Use and Ownership**

- 1. ACCESSORY DWELLING UNITS: Accessory Dwelling Units (ADUs) are known by many names: granny flats, in-law units, backyard cottages, secondary units and more. California has passed laws to promote the development of ADUs. Additional information about ADUs can be found at <a href="http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml">http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml</a>. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use and rentability of the Property, its development and size. Brokers do not have expertise in this area.
- 2. BUILDING PERMITS, ZONING AND CODE COMPLIANCE: Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards



or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Certain governmental agencies may require periodic inspections to occur in the future. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

- 3. BUYER INTENDED FUTURE USE OF, AND MODIFICATIONS TO, THE PROPERTY: Buyer and Seller are advised that Seller's existing use of the property may not be consistent with Buyer's intended use or any future use that Buyer makes of the property, whether or not Buyer has any current plans to change the use. Buyer is advised to check with appropriate government agencies or third party professionals to verify what legal requirements are needed to accommodate any change in use. In addition, neither Seller nor Broker make any representations as to what modifications Buyer can make to the Property after close of escrow as well as any cost factors associated with any such modifications. Buyer is advised to check with his own licensed contractor and other such professionals as well as with the appropriate government agencies to determine what modifications Buyer will be allowed to make after close of escrow. Brokers do not have expertise in this area.
- 4. CALIFORNIA FAIR PLAN: Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.
- 5. FUTURE REPAIRS, REPLACEMENTS AND REMODELS: Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- HEATING VENTILATING AND AIR CONDITIONING SYSTEMS: Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC): (i) Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website: https://www.energy.ca.gov/programs-andtopics/programs/home-energy-rating-system-hers-program. Home warranty policies may not cover such inspections or repairs, (ii) the phase out of the use of HCFC-22 (R-22 Freon) will have an impact on repairs and replacement of existing air conditioning units and heat pumps. The production and import of HCFC-22 ended January 1, 2020. Existing systems may continue to be used and HCFC-22 recovered and reclaimed or that was produced prior to 2020 can help meet the needs of existing systems, however, costs may rise. More information is available from the Environmental Protection Agency at https://www.epa.gov/sites/production/files/2018-08/documents/residential air conditioning and the phaseout of hcfc-22 what you need to know.pdf and http://www.epa.gov/ozone/title6/phaseout/22phaseout.html, and (iii) New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at http://www.eere.energy.gov/buildings/appliance\_standards/ product.aspx/productid/27. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 7. HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS: Buyer and Seller are advised that the Property may be: (i) designated as a historical landmark, (ii) protected by a historical conservancy, (iii) subject to an architectural or landscaping review process, (iv) within the jurisdiction of the California Coastal Commission or other government agency, or (v) subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions or requirements regarding Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area
- 8. INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE: Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner's Association Insurance and the type of insurance coverage that Buyer may purchase. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency



period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurer as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.

- 9. LAND LEASE: Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.
- 10. MARIJUANA, CANNABIS, AND METHAMPHETAMINE LABS: Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" <a href="https://oag.ca.gov/system/files/attachments/press-docs/MEDICINAL%20CANNABIS%20Guidelines.pdf">https://oag.ca.gov/system/files/attachments/press-docs/MEDICINAL%20CANNABIS%20Guidelines.pdf</a> and the U.S. Department of Justice memo regarding marijuana prosecutions at https://www.justice.gov/opa/press-release/ file/1022196/download. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.
- 11. OWNER'S TITLE INSURANCE: The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that Buyers be provided with the following notice: "IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING."

Additionally, even the CFPB on its "ask CFPB" "What is owner's title insurance?" page advises "You may want to buy an owner's title insurance policy, which can help protect your financial interest in the home." Moreover, not obtaining an owner's policy may increase the cost of the lender's policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.

Buyers who decide to opt out of obtaining an owner's title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code § 1057.6 and by the CFPB. Brokers do not have expertise in this area.

- 12. RENT AND EVICTION CONTROL LAWS AND ORDINANCES: Buyer and Seller are advised that California and some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 13. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS: Buyer and Seller are advised that



state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters, and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing or retrofitting low-flow toilets and showerheads, gas shut-off valves, fireplaces, and tempered glass. Further, there may be potential health impacts from air pollution caused from burning wood. Exposure to particulate matter from the smoke may cause short-term and long-term health effects. Buyers should consult with licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance. Brokers do not have expertise in this area.

- 14. SHORT TERM RENTALS AND RESTRICTIONS: Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent-out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- **15. VIEWS:** Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 16. SWIMMING POOL, SECURITY AND SAFETY: Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms, pool covers, exit alarms 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. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a non-invasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.
- 17. WATER SHORTAGES AND CONSERVATION: Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.
- 18. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS: Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in § 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyers are advised to discuss the matter with the appropriate entity and address the responsibility for payment in negotiations for the purchase agreement or amendment prior to removing contingencies. Some cities and other localities have begun, or have the intention to begin, the process of requiring the replacement of utility poles by requiring that utility lines be buried underground. These projects can result in special tax assessments and set-up costs that are imposed on individual property owners. Brokers do not have expertise in this area.

## C. Off-Site and Neighborhood Conditions

1. GOLF COURSE DISCLOSURES: Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: (i) Stray golf balls – Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. (ii) Noise and lighting – The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. (iii) Pesticides and fertilizer use – A golf course may be heavily fertilized, as well as subjected to other chemicals



during certain periods of the year. (iv) Irrigation system – Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. (v) Golf carts – Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. (vi) Access to golf course from residences – It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. (vii) View obstruction – Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. (viii) Water restrictions – As some municipalities face water shortages, the continued availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter. Brokers do not have expertise in this area.

- NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, HIGH SPEED RAILS, AND SMOKING **RESTRICTIONS:** Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions http:// www.faa.gov/uas/faqs/). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at www.cahighspeedrail.ca.gov/. The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions. Brokers do not have expertise in this area.
- 3. NEIGHBORHOOD NOISE SOURCES: Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.
- 4. SCHOOLS: Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 5. UNDERGROUND PIPELINES AND UTILITIES: Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 6. WILDLIFE: California is the home to many species of wildlife. The location of homes in California continues to expand into areas that are the natural habitat of wildlife and the Property may be in such an area. Wildlife may become a nuisance especially if the availability of their natural sources of food or water is limited. Buyer should investigate the need to implement mitigation measures at the Property including but not limited to the use of animal-resistant garbage containers, and other appropriate measures depending on the species and habitat involved. Brokers do not have expertise in this area.
- 7. SEA LEVEL RISE/COASTAL PROPERTIES: Sea level rise has the potential to affect coastal residents, recreation, and development. Coastal communities may or may not have addressed the potential impact. The following is a non-exclusive list of issues that may be impacted by sea level rise: (i) Shoreline, beach and bluff erosion, and flooding; (ii) The effectiveness of seawalls and bulkheads, whether built with or without permits; (iii) Seaward construction, development or improvement to existing structures; (iv) The enactment of geological hazard abatement districts and assessments; and (v) The location of the "mean high tide line" which is used to delineate shoreline boundaries for some



coastal properties.

Below is a non-exhaustive list of potential resources provided as a starting point for Buyer investigations into sea level rise, and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.

- A. California Coastal Commission contact information: https://www.coastal.ca.gov/contact/#/
- B. State Lands Commission contact information: <a href="https://www.slc.ca.gov/contact-us/">https://www.slc.ca.gov/contact-us/</a>
- C. National Oceanic and Atmospheric Administration (sea level rise page): https://coast.noaa.gov.slr/
- **D.** California Coastal Commission (sea level rise page): <a href="https://www.coastal.ca.gov/climate/slr/">https://www.coastal.ca.gov/climate/slr/</a>
- E. Federal Emergency Management Agency (FEMA): https://www.fema.gov/flood-maps; https://msc.fema.gov

If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

## D. Legal Requirements (Federal, State and Local)

- 1. **DEATH ON THE PROPERTY:** California Civil Code § 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when § 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing. Brokers do not have expertise in this area.
- 2. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES: Buyer and Seller are advised that California Public Resources Code §§ 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones. Brokers do not have expertise in this area.
- 3. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at http://www.epa.gov/lead for more information. Buyer and Seller are advised to consult an appropriate professional. Brokers do not have expertise in this area.
- 4. FIRE HAZARDS: Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code § 4136 and California Government Code §§ 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Buyer is advised that there is a potential for fires even outside designated zones. Brokers do not have expertise in this area.
- 5. FIRPTA/CALIFORNIA WITHHOLDING: Buyer and Seller are advised that: (i) Internal Revenue Code § 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the Buyer acquires the property as Buyer's residence and the price does not exceed \$1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is \$300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code § 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.
- 6. FLOOD HAZARDS: Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code § 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones



within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.

- 7. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at http://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 Brokers, in any, are required to check this website. If Buyer wants further information, Buyer should obtain information directly from this website.) Brokers do not have expertise in this area.
- 8. NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING: Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following notice to the Buyer:

"California property tax law requires the Assessor to revalue real property at the time the ownership of property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. Even if you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your Tax Collector's Office."

Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. A change (preliminary change) of ownership form is generally required to be filed by the Buyer with the local taxing agency. The form identifies the sales price of the Property. An assessor may value the Property at its fair market value regardless of the sales price declared by the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.

- 9. ZONE MAPS MAY CHANGE: Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA. Brokers do not have expertise in this area.
- 10. ELECTRIFICATION OF ENERGY SOURCE: Several local jurisdictions in California have enacted laws which prohibit the use of natural gas appliances in new construction. Other local jurisdictions, and State of California, are considering bans, and may even prohibit the replacement, sale or installation of appliances that use any fuel source other than electricity. Brokers do not have expertise in this area.

## **E. Contract Related Issues and Terms**

- 1. SIGNING DOCUMENTS ELECTRONICALLY: The ability to use electronic signatures to sign legal documents is a great convenience, however Buyers and Sellers should understand they are signing a legally binding agreement. Read it carefully. Although electronic signature programs make it easy to skip from one signature or initial line to another, Buyers and Sellers are cautioned to only sign if they have taken the time necessary to read each document thoroughly, understand the entire document, and agree to all of its terms. Do not just scroll through or skip to the next signature or initial line, even if you have reviewed an earlier draft of the document. If you have questions or do not understand a provision, before you sign ask your Broker, Agent or legal advisor about the contract term and sign only if you agree to be bound by it. Some signature or initial lines are optional, such as for the liquidated damages and arbitration clauses. Consider your decision before signing or initialing. See below for more information on the liquidated damages and arbitration clauses. If there are more than one buyer or seller, each must sign or initial on their own. Do not sign or initial for anyone else unless you have a power of attorney for that person or are otherwise legally authorized, in writing, to sign or initial for another. Print or electronically store a copy of the document for your own records. Brokers do not have expertise in this area.
- 2. LIQUIDATED DAMAGES: Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form DID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company



will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.

- 3. MEDIATION: Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails. Brokers do not have expertise in this area.
- 4. **ARBITRATION:** Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.
- 5. ESCROW FUNDS: Buyer and Seller are advised that California Insurance Code § 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.
- 6. HOME WARRANTY: Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.
- 7. IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS:

  The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require U.S. title insurance companies to identify the natural persons behind shell companies used to pay "all cash" for high-end residential real estate in certain major metropolitan areas. FinCEN explained that it remains concerned that all-cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies or other similar structures. Since the original issuance, the GTOs have been renewed and may continue to be renewed. The GTOs cover the following areas in California: Los Angeles, San Francisco, San Mateo, Santa Clara and San Diego Counties. The monetary thresholds for each county is \$300,000. GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.
- 8. NON CONFIDENTIALITY OF OFFERS: Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form CND). 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. Brokers do not have expertise in this area.
- 9. ONLINE OR WIRE FUNDS TRANSFERS: Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers, verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

# F. Other Factors Affecting Property

1. COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES: Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8,



- 2011. See title 12 Code of Federal Regulations § 1228 for more information and exceptions. Private transfer fees: (i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.
- 2. GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION: Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at <a href="http://www.cpsc.gov/">http://www.cpsc.gov/</a> during Buyer's inspection contingency period. Another source affiliated with the CPSC is <a href="http://saferproducts.gov/">http://saferproducts.gov/</a> which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.
- HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL: Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code §4745. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.

Although unenforceable, it is possible the CC&Rs, deed or other document on title may contain a covenant which at one time may have purported to discriminate against persons based on race, religion or other protected class or characteristics. You have the right to request the assistance of the title or escrow company to help you prepare a form which will be provided to the County and may result in the discriminatory language being removed from the public record. You may also get a notice informing you of these rights from the Broker or title or escrow company. For more information Buyer may request from Broker the C.A.R. Legal Quick Guide titled: "Agent Disclosure of Discriminatory Covenants Based on Actual Knowledge."

- 4. **LEGAL ACTION:** Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: (i) whether the legal action or any resolution of it affects Buyer and the Property, (ii) if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and (iii) if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters. Brokers do not have expertise in this area.
- 5. MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA: Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker



may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies, and it may or may not reflect the opinions or representations by the Broker. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.

- 6. PACE LOANS AND LIENS: The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on a property for the amount owed plus interest. A property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. Residential Purchase Agreement (C.A.R. Form RPA), whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.
- 7. RE-KEYING: All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA. Brokers do not have expertise in this area.
- 8. SOLAR PANELS AND NET ENERGY METERING: Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Sellers are required to provide material information about solar panels (C.A.R. form SOLAR may be used). Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyers willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Solar panel systems may have net energy metering. Payback rates from utilities to property owners with their own source of energy (such as rooftop solar panels) who contribute electricity back to the grid may change from those currently in place and may differ upon change of ownership in the property, Fees for new solar installation may be added or changed. Buyers should discuss with the applicable utility if applicable to the property. Brokers do not have expertise in this area.
- **9. RECORDING DEVICES:** Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices. Brokers do not have expertise in this area.

# G. Local Disclosures and Advisories

LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

Th	e f	ollowing disclosures or advisories are attached:
A.		]
В.		
C.		1
D.		



Buyer and Seller are encouraged to read all 15 pages of this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of all 15 pages of this Advisory.

BUYER	Date
BUYER	Date
SELLER Soculation to the second secon	Santos Martinez Date 12/6/2023
SELLER 072 B3E001 CEVES	Rosario Martinez Date 12/7/2023
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# **PROPERTY ID**

Residential NHD Report with Environmental Hazards & Forms



829 EL PASO DR, LOS ANGELES, CA 90042, LOS ANGELES COUNTY

REPORT #: 3976352 ORDER DATE: 11/30/2023 RESEARCH DATE: 11/30/2023

REPORT ORDERED BY:
MARIA SARMIENTO
KELLER WILLIAMS DOWNTOWN LA
700 S FLOWER ST #2900
LOS ANGELES, CA 90017



Have Questions? We have answers.

Chat with Sami here.

PropertyID.com | (800) 626-0106 | Orders@PropertyID.com

### NATURAL HAZARD DISCLOSURE STATEMENT AND DISCLOSURE REPORT RECEIPT

This statement applies to the following property: 829 EL PASO DR LOS ANGELES, CA 90042; LOS ANGELES COUNTY; APN: 5477-026-008

The seller and the seller's agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the Subject Property. Seller hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property. The following are representations made by the seller and the seller's agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the seller and buyer. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S): A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency. Refer to Report No \_X\_ Do not know and information not available from local jurisdiction AN AREA OF POTENTIAL FLOODING SHOWN ON A DAM FAILURE INUNDATION MAP pursuant to Section 8589.5 of the Government Code. Refer to Report. No X Do not know and information not available from local jurisdiction \_ A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code. Refer to Report.

Yes X No AB-38 Disclosure Form is REQUIRED. A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code. Refer to Report. Yes AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code. Refer to Report. Yes No X A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code. Refer to Report. Yes (Liquefaction Zone) X No \_\_\_ Map not yet released by state THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY BY ANATURAL DISASTER. SELLER(S) AND BUYER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Seller(s)

Discussioned by Es... 12/6/2023 Date 12/7/2023 Signature of Seller(s) Date 12/7/2023 Maria 193 Earminto Seller's Agent(s) Date 37D37D6CD3C54D5... Seller's Agent(s) Check only one of the following: ☐ Seller(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s). Seller(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Section 1103.7 of the Civil Code, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Section 1103.4 of the Civil Code. Neither seller(s) nor their agent(s) (1) has independently verified the information contained in this statement and report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below: Third-Party Disclosure Provider(s) Date Property I.D. 11/30/2023 Buyer represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the seller's or agent's disclosure obligations in this transaction. The items listed below indicate additional statutory disclosures and legal information that are provided in the report. Additional Reports that are enclosed herein if ordered: (A) ENVIRONMENTAL RISK REPORT (Enclosed if ordered) (A) INDUSTRIAL USE ZONE DETERMINATION (where available) pursuant to Section 1102.17 of the California Civil Code. Refer to Report. (B) MILITARY ORDNANCE FACILITIES pursuant to California Civil Code Sections 1102.15 and 1940.7. Refer to Report. (C) AIRPORT INFLUENCE AREA pursuant to Civil Code Section 1103.4. Refer to Report. (D) NOTICE OF RIGHT TO FARM pursuant to California Civil Code Section 1103.4. Refer to Report. (E) MELLO-ROOS & SPECIAL ASSESSMENTS pursuant to Section 53311-53365.7 / 53754 of the California Government Code: Refer to Report. Additional Local Jurisdiction Hazards - May include the following: Airports, Avalanche, Coastal Protection, Conservation Areas, Critical Habitats, Dam Failure Inundation, Duct Sealing Requirements, Erosion, Fault Zone, Fire, Groundwater, Sea Level Rise, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Oil and Gas Well Proximity, Petrochemical Contamination, Property Taxes, Radon, Right to Farm, Soil Stability, Tsunami, Williamson Act, Wind Erosion. Refer to Report. Methamphetamine Contamination, Megan's Law – Sex Offender Database, Mold, Abandoned Wells. Carbon Monoxide Devices, Natural Gas and Hazardous Liquid Pipelines, Water Conserving Plumbing Fixtures, Notice of Supplemental Property Tax Bill, AB 38 Notice, CALFIRE Defensible Space, CALFIRE Low Cost Retrofit List, Fire Safety & Home Hardening Form, California Waterway Setback Requirements, SGMA Groundwater Basin Priority, Historical Significance Notice. Refer to Report. Governmental Guides are delivered with printed reports and linked on electronically delivered reports (also available at <a href="https://propertyid.com/downloads">https://propertyid.com/downloads</a>)
(A) ENVIRONMENTAL HAZARDS: "A Guide for Homeowners, Buyers, Landlords and Tenants" pursuant to California Health and Safety Code Section 25100 et seq., 25417, and 26100, Business and Professions Code Section 10084, and Civil Code Section 2079.7. Refer to Report.; (B) EARTHQUAKE SAFETY: "The Homeowner's Guide To Earthquake Safety", including the "Residential Earthquake Risk Disclosure Statement", pursuant to California Business and Professions Code Section 10149, and Government Code Sections 8897.2, and 8897.5. Refer to Report.; (C) LEAD-BASED PAINT: "Protect Your Family From Lead In Your Home" pursuant to HUD Mortgage Letter 92-94, Title X of Housing and Com. D.V. Act of 1992. Refer to Report.; (D). MOLD: "Mold or Moisture in My Home: What Do I Do?" pursuant to Health and Settley Code Section 25100 et seq., 25417, and 26100, Business and Professions Code Section 10084, and Civil Code Section 2079.7. Refer to Report.; (E). "What Is Your Home Energy Rating?", pursuant to California Civil Code Section 2079.10. Refer to Report. This Report contains the Mandatory Natural Hazard Disclosure Report. The Environmental Risk Report is only enclosed if it has been ordered. To order the Environmental Risk Report, please contact Property I.D. Customer Service at 800-626-0106 Signature of Buyer(s) Date Signature of Buyer(s) Date

# For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

## NATURAL HAZARD DISCLOSURE STATEMENT

DOCUMENT	PAGE
Natural Hazard Disclosure Statement and Receipt	2

## FLOOD

DISCLOSURE	SOURCE	RESULT	PAGE
Flood Zone	Federal	NOT IN	<u>6</u>
FEMA Community Rating System	State	IN	7
Dam Inundation	State	NOT IN	<u>8</u>
Standard Flood Hazard Determination Form	Federal	INCLUDED	<u>71</u>

## FIRE

DISCLOSURE	SOURCE	RESULT	PAGE
Very High Fire Hazard Severity Zone	State	IN VERY HIGH	9
Very High Fire Hazard	City	IN VERY HIGH	9
Wildland Fire Area (SRA)	State	NOT IN	9
Defensible Space Flyer	State	INCLUDED	<u>10</u>
Wildland-Urban Interface Fire Hazard	Federal	NOT IN	<u>10</u>
Wildland-Urban Interface Fire Hazard	State	IN	<u>10</u>
Utility Infrastructure Fire Hazard	State	IN HIGH	<u>11</u>
Tree Mortality Fire Hazard	State	NOT IN	<u>12</u>
City of Los Angeles Brush Clearance Requirements	City	INCLUDED	<u>12</u>
Assembly Bill 38 Notice	State	INCLUDED	<u>14</u>
CALFIRE Low Cost Retrofit List	State	INCLUDED	<u>15</u>
AB-38 Fire Safety, Home Hardening, and Defensible Space Form	State	INCLUDED AB-38 DISCLOSURE FORM REQUIRED	<u>16</u>

### SEISMIC

DISCLOSURE	SOURCE	RESULT	PAGE
Alquist-Priolo Fault Zone	State	NOT IN	<u>18</u>
Earthquake Faults	Federal	WITHIN 1/4 MILE MODERATE	<u>18</u>
Earthquake Faults	State	NOT WITHIN ¼ MILE	<u>18</u>
Earthquake Faults	County	WITHIN 1/4 MILE	<u>18</u>
Ground Shaking	State	IN VIOLENT	<u>20</u>
Earthquake-Induced Liquefaction	State	IN	<u>21</u>
Earthquake-Induced Liquefaction	State	NOT IN	<u>21</u>

# (continued)

## **GEOLOGIC**

DISCLOSURE	SOURCE	RESULT	PAGE
Landslide Hazard Zones	State	WITHIN 1/4 MILE	<u>22</u>
Landslide Deposits	Federal	NOT IN	<u>22</u>
Landslide Inventory	State	NOT IN	<u>22</u>
Expansive Soils	Federal	IN UNMAPPED AREA	<u>23</u>
Soil Subsidence/Settling Earth	Federal	NOT IN	<u>23</u>
Wind Erosion	Regional	IN VERY LOW	<u>24</u>
Naturally Occuring Asbestos	State	NOT IN	<u>25</u>

## OIL & GAS

DISCLOSURE	SOURCE	RESULT	PAGE
Oil and Gas Wells	State	NOT WITHIN 500FT	<u>26</u>
Oil and Gas Field Administrative Boundary	State	NOT WITHIN	<u>26</u>
Natural Gas Storage Facilities	Federal	NOT WITHIN 2 MILES	<u>27</u>
Radon Gas	State	IN MODERATE	<u>28</u>
Methane Gas	County	NOT IN	<u>29</u>
Methane Producing Landfill	County	NOT WITHIN 1000 FT	<u>29</u>
Methane Gas	City	NOT IN	<u>29</u>
Oil and Gas Industrial Area	County	NOT IN	<u>30</u>

## NOISE

DISCLOSURE	SOURCE	RESULT	PAGE
Airport Influence Area	County	NOT IN	<u>31</u>
Airport Vicinity	Federal	NOT WITHIN 2 MILES	<u>31</u>
SoCal Metroplex Airspace Optimization Notice Area	Federal	IN	<u>31</u>
Railroads	State	NOT WITHIN ¼ MILE	<u>33</u>

# LAND USE

DISCLOSURE	SOURCE	RESULT	PAGE
Mining Operations	State	NOT WITHIN 1 MILE	<u>34</u>
Abandoned Mining Operations	State	NOT WITHIN 1 MILE	<u>34</u>
Mine Sites	Federal	NOT WITHIN 1/4 MILE	<u>34</u>
Former Military Facilities (FUDS)	Federal	NOT WITHIN ONE MILE	<u>35</u>
Military Facilities	Federal	NOT WITHIN 1 MILE	<u>36</u>
Industrial/Commercial Land Use	City	NOT IN	<u>37</u>
Industrial/Commercial Zoning	City	NOT IN	<u>37</u>
Industrial / Commercial Use	Regional	WITHIN 1/4 MILE	<u>37</u>
Historic-Cultural Monuments	City	NOT IN	<u>39</u>
Historic Preservation Overlay Zones	City	NOT IN	<u>39</u>
Historical Significance Notice	State	INCLUDED	<u>38</u>
Critical Habitats	Federal	NOT IN	<u>40</u>

(continued)

### LAND USE

DISCLOSURE	SOURCE	RESULT	PAGE
Protected Species / Habitats in Proximity	Federal	NOT IN	<u>40</u>
Protected Species / Habitats in Proximity	State	IN	<u>40</u>
Right to Farm	State	NOT WITHIN ONE MILE	<u>42</u>

### ENVIRONMENTAL

DISCLOSURE	SOURCE	RESULT	PAGE
Groundwater Management and Monitoring (Potential Well Regulation)	State	NOT IN PRIORITY	<u>43</u>
Environmental Report	EPA, DTSC, CalRecycle, SWRCB	INCLUDED	<u>59</u>

### ENVIRONMENTAL HAZARDS SUMMARY

This Environmental Hazards Report provides information on known, existing and historic hazardous substance contaminated sites that may be on or near the Subject Property, as listed by the Environmental Protection Agency and/or other specified regulatory bodies.

### **MAPPED**

DISCLOSURE	REGULATORY	SITE COUNT	PAGE
NPL/SEMS National Priorities List / Superfund Enterprise Management System	EPA	0	<u>60</u>
RCRA Resource Conservation and Recovery Act	EPA	6	<u>60</u>
ENVIROSTOR Hazardous Substance Contamination Sites, Site Mitigation & Brownfield Reuse Program Sites	CA Department of Toxic Substances Control	1	<u>66</u>
SWIS Solid Waste Information System	CalRecycle	1	<u>66</u>
GEOTRACKER Underground Storage Tanks, Department of Defense Site Cleanup Program, Land Disposal Sites	CA Water Resources Control Board	0	<u>67</u>

(continued)

### **UNMAPPED**

DISCLOSURE	REGULATORY	SITE COUNT	PAGE
NPL/SEMS - Unmapped National Priorities List / Superfund Enterprise Management System	EPA	2	<u>68</u>
RCRA - Unmapped Resource Conservation and Recovery Act	EPA	2	<u>69</u>
ENVIROSTOR - Unmapped Hazardous Substance Contamination Sites, Site Mitigation & Brownfield Reuse Program Sites	CA Department of Toxic Substances Control	0	NA
SWIS - Unmapped Solid Waste Information System	CalRecycle	0	NA
GEOTRACKER - Unmapped Underground Storage Tanks, Department of Defense Site Cleanup Program, Land Disposal Sites	CA Water Resources Control Board	0	NA

## GENERAL NOTICES OF REQUIRED DISCLOSURES & FORMS

NOTICE		PAGE
Methamphetamine & Fentanyl Disclosure Requirement	INCLUDED	<u>51</u>
Megan's Law - Sex Offender Database	INCLUDED	<u>51</u>
Mold Notice	INCLUDED	<u>52</u>
Abandoned Wells	INCLUDED	<u>52</u>
Radon Notice	INCLUDED	<u>53</u>
Well Stimulation Treatments Notice: Hydraulic Fracturing	INCLUDED	<u>53</u>
Carbon Monoxide Devices	INCLUDED	<u>54</u>
Natural Gas and Hazardous Liquid Pipelines	INCLUDED	<u>55</u>
Water Conserving Plumbing Fixtures	INCLUDED	<u>56</u>
Notice of Duct Sealing Requirements	INCLUDED	<u>56</u>
Notice of Assembly Bill 1482: Tenant Protection Act of 2019	INCLUDED	<u>57</u>
California Waterway Setback Requirements	INCLUDED	<u>57</u>

### PROPERTY TAX RECORDS

The following Total Annual Tax amount represents the annual property taxes based on the levies and property valuation as listed in the assessor's tax records as of the beginning of the identified tax year. This amount is subject to change pursuant to the purchase price of the property and/or changes to the assessed value, and does not include supplemental tax bills or penalty fees. For an estimate of future property taxes, <u>click here</u>.

2023-2024 Property Tax Bill Total	1	\$2,841.82
Variable (Ad Valorem) Tax Rate	I	1.199398%
Variable (Ad Valorem) Tax Total	I	\$2,520.36
Direct Charge (Special Assessment/1915) Total	1	\$321.46
Mello-Roos Total	I	0.00

Proceed to Property Tax Page

(continued)

# TERMS & CONDITIONS

DOCUMENT	PAGE
Terms & Conditions	<u>70</u>

# **FLOOD HAZARD ZONES**

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

#### NHDS DETERMINATION

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

Yes \_\_\_\_ No \_X \_\_\_ Do not know and information not available from local jurisdiction \_\_\_\_

Based on PROPERTY I.D.'s research of the Flood Insurance Rate Maps issued by the Federal Emergency Management Agency, the following determination is made:

# SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA (SFHA).

### IT IS IN ZONE X (NOT AN SFHA).

### DISCUSSION:

Through its Flood Hazard Mapping Program, FEMA identifies flood hazards, assesses flood risks, and partners with communities to provide flood hazard maps to guide planning and mitigation actions. The National Flood Insurance Program (NFIP) relies on FEMA's Flood Insurance Rate Maps (FIRMs) and documents in determining a property's flood insurance requirements.

FEMA's assessment of flood hazards categorizes geographic zones by their likelihood to flood. Areas with a 1-percent or greater chance of flooding in any given year (i.e. a "100-year floodplain") are considered Special Flood Hazard Areas (SFHA). Properties found to be in an SFHA may be subject to Federal flood insurance requirements. Federally regulated lenders are required by law to determine if the structure is located in a SFHA and must provide the buyer with written notice that flood insurance will be required. For more information on FEMA's flood mapping and National Flood insurance Program (NFIP) go to <a href="https://www.floodsmart.gov">www.floodsmart.gov</a>.

You can also contact the FEMA Flood Map Service Center at (877) 336-2627, or by email at FEMAMapSpecialist@riskmapcds.com.

A FEMA Standard Flood Hazard Determination Form (SFHDF) for this property has been included with this report. The SFHDF identifies whether a structure is located in a special flood hazard area, if the borrower is required to obtain flood insurance, and if federal flood insurance available. Click Here to View

### FEMA FLOOD ZONE DESIGNATIONS

A, AE, AH, AO, AR, A1-A30, A99	Special Flood Hazard Area (SFHA): Areas of 100-Year flood
V, V1-V30, VE	Coastal SFHA: Areas of 100-Year coastal flood
ACC, ACB, AEC*, AC*	Contained Flooding: Areas where flooding is contained by a flood control measures such as a channel (ACC) or basin(ACB). Not an SFHA. While a property may be impacted by an AC* zone, structures on that property will not be impacted. (* represents a wildcard character)
XPL, X500PL	Protected Areas: Areas protected from 100-year flood by levee, dike, or other structure. Not an SFHA.
B, C, X, X500	Non-SFHA: Areas outside of 100-year floodplain or of undetermined flood hazards. Not an SFHA.
D	Not Studied: Areas where no analysis of flood hazards has been conducted, flood hazards are undetermined but possible. Not an SFHA.

## **FLOOD HAZARD ZONES**

(continued)

**Multiple Flood Zones Note:** Property I.D.'s research is done for the entire lot. Flood hazard zones do not follow property boundaries, therefore it is possible for your property to be located in more than one zone. In these cases, the report will reflect multiple flood zones. Federally mandated flood insurance is required if any portion of the structure(s) is in a special flood hazard area. To determine your property's flood insurance requirements, please check with your lender or insurance agent.

### LOCAL FLOOD PROTECTION PLANNING

For land use planning, some cities and counties have developed and implemented plans to meet the urban level of flood protection, taking into account localized understanding of risk and issues facing local flood protection systems, and defining local flood hazard areas. Updated construction and development regulations may be implemented, potentially affecting project scope, and requiring greater consideration of potential flood hazards, outside of the federally mapped special flood hazard areas. Please check with your local planning department for further information.

Note: The Biggert-Waters Flood Insurance Reform Act of 2012 (BW-12) as modified by the Homeowner Flood Insurance Affordability Act of 2014 may cause flood insurance premium rates to increase. Homeowners and business owners are encouraged to learn their flood risk and talk to their insurance agent regarding flood insurance. Insurance companies may require an elevation certificate to offer flood insurance for properties located in Special Flood Hazard Areas (SFHA). A property's seller, builder or developer may have a copy of the elevation certificate, or it may be recorded with a property's deed. The Community Floodplain Manager at the local city or county government office may also have a copy of the elevation certificate. If an elevation certificate is not available, one can be completed with an on-site inspection by a land surveyor, engineer, or architect legally authorized to certify elevation information. For further information on BW-12, go to <a href="https://www.fema.gov/sites/default/files/2020-07/questions-biggert-waters-flood-insurance-reform-2012.pdf">https://www.fema.gov/sites/default/files/2020-07/questions-biggert-waters-flood-insurance-reform-2012.pdf</a>. For further information on Elevation Certificates, see <a href="https://agents.floodsmart.gov/elevation-certificate-fact-sheet">https://agents.floodsmart.gov/elevation-certificate-fact-sheet</a>.

### FEMA COMMUNITY RATING SYSTEM

Based on PROPERTY I.D.'s research of the Community Rating System issued by the National Flood Insurance Program (NFIP), the following determination is made:

SUBJECT PROPERTY IS LOCATED IN A COMMUNITY THAT WAS GIVEN A CLASS 7 RATING FOR FLOOD PREPAREDNESS BY THE NFIP. PROPERTIES IN THIS COMMUNITY MAY BE ELIGIBLE FOR DISCOUNTED FLOOD INSURANCE.

### **DISCUSSION:**

The National Flood Insurance Program (NFIP) evaluates entire communities for flood preparedness under their Community Rating System (CRS). (A community's participation in the program does NOT mean the subject property is in a Special Flood Hazard Area; that determination is made separately in this report.)

Communities can achieve higher CRS ratings by using flood management practices that exceed the minimum NFIP standards, with the goal of reducing flood damage. Property owners in a rated community are then eligible for discounted flood insurance according to their community's rate class. Depending on the level of participation, a community earns a class rating from 1 to 10, with class 1 communities being the best prepared. The rating can reduce premiums up to 45% in class 1 communities, with no discounts in class 10 communities. A specific property's discount is then based on the age and elevation of the insured structures, and which flood zone the structure is in.

For more information about the Community Rating System and eligibility, visit <a href="https://www.fema.gov/national-flood-insurance-program-community-rating-system">https://www.fema.gov/national-flood-insurance-program-community-rating-system</a>.

You may also contact the FEMA Insurance Services Office by email at <a href="mailto:nfipcrs@iso.com">nfipcrs@iso.com</a>.

## DAM FAILURE INUNDATION

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

NHDS DETERMINATION		
AN AREA OF POTENTIAL FLOODING SHOWN ON A DAM FAILURE INUNDATION MAP pursuant to Section 8589.5 of the Government Code.  Yes No _X_ Do not know and information not available from local jurisdiction		
NOTE: Due to local dam inundation determination, the NHDS may be marked "Yes" for potential flooding, in contrast with the OES determination.		

Based on PROPERTY I.D.'s research of specific maps or information from the Department of Water Resources, the following determination is made:

# SUBJECT PROPERTY IS NOT LOCATED IN A DESIGNATED DAM INUNDATION AREA DISCUSSION:

Dam inundation refers to the area(s) downstream of dams that would flood in the event of a dam failure (breach), or an uncontrolled release of water. Dam failures may be structural, mechanical, or hydraulic in nature, and the flooding, damage, and potential for loss of life caused by said failures, can be much greater than that of a traditional flood from a body of water such as a stream, river, or lake. While the inundation maps outline the extent of damage to life and property that would occur in a worst case scenario, like a complete and sudden dam failure at full capacity, the likelihood of such an event is not disclosed in this report.

In response to Dam Failure Hazards in California, SB 92 and Section 8589.5 of the California Government Code, require dam owners to submit inundation maps to the Department of Water Resources for approval, which will then be used in creation and submittal of Emergency Action Plans to the California Office of Emergency Services. Updated plans and inundation maps must be submitted every 10 years, or sooner under certain conditions.

For more information, please visit the California Department of Water Resources Division of Safety of Dams website at <a href="https://www.water.ca.gov/Programs/All-Programs/Division-of-Safety-of-Dams">https://www.water.ca.gov/Programs/All-Programs/Division-of-Safety-of-Dams</a>.

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

#### NHDS DETERMINATION

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

Yes X No AB-38 Disclosure Form is REQUIRED.

NOTE: California Government Code §51179 provides that a local agency may choose to include or exclude areas from the State identified VHFHSZs in order to provide effective fire protection and fire prevention in the local jurisdiction. This provision allows a local agency, at its discretion, to make changes to the boundaries of VHFHSZs that may not be reflected on maps released by the CDF. In these cases, the NHDS may be marked "Yes" for very high fire in contrast with the CDF determination.

### VERY HIGH FIRE HAZARD SEVERITY ZONE

Based on PROPERTY I.D.'s research of the current maps and information issued by the California Department of Forestry and Fire Protection and Los Angeles County, the following determination is made:

### SUBJECT PROPERTY IS LOCATED IN A VERY HIGH FIRE HAZARD SEVERITY ZONE

### **DISCUSSION:**

In an effort to prepare measures to retard the spread of fires, and reduce the potential intensity of uncontrolled fires that could destroy resources, life, or property, the California Department of Forestry and Fire Protection identifies Very High Fire Hazard Severity Zones. These areas are classified as such based upon fuel loading, slope, fire history, weather, and other relevant factors. For an area designated as a very high fire hazard severity zone, vegetation removal or management must be undertaken for fire prevention or suppression purposes. Other measures may be required, such as the maintenance of fire breaks around the property, clearance of brush and other flammable substances, the provision and maintenance of screens on chimneys and stovepipes, and a prescribed fire retardant roof.

# LOCAL FIRE HAZARD DETERMINATION(S)

Based on PROPERTY I.D.'s research of specific maps or data for the City of Los Angeles, the following determination is made:

## SUBJECT PROPERTY IS LOCATED IN A VERY HIGH FIRE HAZARD SEVERITY ZONE

### DISCUSSION:

The Director of the California Department of Forestry (CDF) identifies Very High Fire Hazard Severity Zones (VHFHSZ) based on statewide criteria. California Government Code §51179 provides that a local agency may choose to include or exclude areas from the State identified VHFHSZs in order to provide effective fire protection and fire prevention in the local jurisdiction. This provision allows a local agency, at its discretion, to make changes to the boundaries of VHFHSZs that may not be reflected on maps released by the CDF. For these reasons, the NHDS may be marked "Yes" for very high fire.

### WILDLAND FIRE (STATE FIRE RESPONSIBILITY AREA)

#### NHDS DETERMINATION

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code No X Yes

Based on PROPERTY I.D.'s research of the current maps issued by the California Department of Forestry and Fire Protection, the following determination is made:

(continued)

# SUBJECT PROPERTY IS NOT LOCATED IN A STATE FIRE RESPONSIBILITY AREA/WILDLAND THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS

### **DISCUSSION:**

A State Fire Responsibility Area (SRA) is the area where the State of California is financially responsible for the prevention and suppression of wildfires. The SRA does not include lands within incorporated city boundaries or federally owned land.

Pursuant to Assembly Bill X1 29 (ABX1 29), an annual SRA Fire Prevention Benefit Fee is applied to all habitable structures within the SRA. Effective July 1, 2013, the fee was levied at the rate of \$152.33 per habitable structure, to be adjusted annually for inflation. This fee funds fire prevention services in the SRA, such as fuel reduction, defensible space inspections, fire prevention engineering, evacuation planning, fire prevention education, fire hazard mapping, implementation of Fire Plans, and fire-related law enforcement activities. Owners of habitable structures that are also within the boundaries of a local fire protection agency may receive a reduction of \$35 per habitable structure.

With the passing of Assembly Bill 398 (AB 398), the Fire Prevention Fee has been suspended for the 2017-2018 fiscal year, and will remain suspended through January 1, 2031. For the exact text of AB 398, please visit <a href="https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\_id=201720180AB398">https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\_id=201720180AB398</a>.

If you have questions regarding the Fire Prevention Fee program, or your SRA determination, please contact the Board of Forestry and Fire Protection at <a href="mailto:PublicComments@bof.ca.gov">PublicComments@bof.ca.gov</a>.

Note: If the property is located in a State Fire Responsibility area, Seller shall, within the time specified, disclose this fact in writing to Buyer (Public Resources Code Section 4136). Government regulations may impose building restrictions and requirements that may substantially impact and limit construction and any remodeling or improvement.

# **DEFENSIBLE SPACE**



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ZONE 1: 30 feet of Lean, Clean & Green	ZONE 2: 30–100 feet of Reduced Fuel	Use Equipment Properly to Keep from Sparking a Wildfire
Remove all dead plants, grass and weeds.  Remove dead or dry leaves and pine needles	Cut or mow annual grass down to a maximum height of 4 inches. Create a horizontal	Mow before 10 a.m., and never on a hot or windy day. String trimmers are a safer option (vs. lawnmowers) for clearing
from your yard, roof and rain gutters.  Keep tree branches 10	spacing between shrubs and trees.  Create vertical spacing	vegetation.
feet away from your chimney and other trees.	between grass, shrubs and trees.	

Defensible Space is your property's front line defense against wildfire. Creating and maintaining defensible space around your home can dramatically increase your home's chance of surviving a wildfire and improves the safety of firefighters defending your property. 100 feet of defensible space is required by law.

For more information on creating defensible space and legal requirements visit <u>READYFORWILDFIRE.ORG</u> \*NOTE: Your signature on the NHDS Report Receipt page is sufficient to acknowledge delivery/receipt of this information.

## WILDLAND-URBAN INTERFACE

Based on PROPERTY I.D.'s research of the current maps and information issued by the United States Forest Service, the following determination is made:

(continued)

## SUBJECT PROPERTY IS NOT LOCATED IN THE WILDLAND-URBAN INTERFACE

Based on PROPERTY I.D.'s research of the current maps and information issued by the California Department of Forestry and Fire Protection's Fire Resource and Assessment Program (FRAP), the following determination is made:

# SUBJECT PROPERTY IS LOCATED IN OR ADJACENT TO THE WILDLAND-URBAN INTERFACE (INTERFACE)

### DISCUSSION:

The wildland-urban interface (WUI) is the area where structures and other human development meet or intermingle with undeveloped wildland, and is an environment in which fire can move readily between vegetation fuels and structures, increasing the threat to property and human life. As more and more Californians make their homes in woodland settings, they face the very real and growing danger of wildfire. Every year across California, homes are affected by wildfires. Those that survive the fire almost always do so because their owners had prepared for the eventuality of fire, which is an inescapable force of nature in fire-prone wildland areas. Living in a Wildland-Urban interface zone comes with some added need for understanding of fire dangers, and preparedness methods to protect your home and family.

**Wildland Urban Intermix:** Areas where structures and wildland vegetation directly intermingle **Wildland Urban Interface:** Areas with sparse or no wildland vegetation in close proximity to dense wildland vegetation

Wildfire Influence Zone: Wildland vegetation up to 1.5 miles from Interface or Intermix

For more information on Wildfire protection and preparedness, please visit the following websites from CAL FIRE:

http://www.readyforwildfire.org/

https://osfm.fire.ca.gov/divisions/wildfire-planning-engineering/wildland-hazards-building-codes/

https://www.fire.ca.gov/dspace

# **CPUC UTILITY ASSOCIATED FIRE THREAT**

Based on PROPERTY I.D.'s research of the current maps issued by the California Public Utilities Commission (CPUC) and the California Department of Forestry and Fire Protection, the following determination is made:

### SUBJECT PROPERTY IS LOCATED IN THE CPUC HIGH FIRE-THREAT DISTRICT

### **DISCUSSION:**

The California Public Utilities Commission (CPUC) has delineated a High Fire-Threat District (HFTD) designed specifically for the purpose of identifying areas where there is an increased risk for utility associated wildfires. Within the HFTD, revised and strengthened fire safety regulations have been implemented to further protect people and property from the effects of utility associated wildfires, and provide guidance on how to curtail fire threat during periods of extreme fire conditions.

Further information on the regulations, and the HFTD can be found on the CPUC Fire Threat page at <a href="https://www.cpuc.ca.gov/industries-and-topics/wildfires/fire-threat-maps-and-fire-safety-rulemaking">https://www.cpuc.ca.gov/industries-and-topics/wildfires/fire-threat-maps-and-fire-safety-rulemaking</a>.



(continued)

# TREE MORTALITY FIRE THREAT

Based on PROPERTY I.D.'s research of the current maps issued by California Department of Forestry and Fire Protection, the following determination is made:

# SUBJECT PROPERTY IS NOT LOCATED IN A HIGH HAZARD ZONE

### DISCUSSION:

Several consecutive years of drought between 2012 and 2017 in California exacerbated wildfire conditions and precipitated a large outbreak of insects that attacked and killed large areas of conifer and hardwood trees in the Sierra Nevada mountains, and along the coast range in Southern and Northern California. The millions of recently dead trees have created locally increased hazards related to fire and potential falling trees, and greatly impacts public safety and forest health. In addition, the buildup in fuel loadings from higher tree mortality has the potential to increase emissions when wildfires occur.

In response to the expanding areas impacted by elevated tree mortality, Governor Brown declared a State of Emergency on October 30, 2015, and established the California Tree Mortality Task Force (now the Tree Mortality Working Group of the Forest Management Task Force). One goal of the task force was to identify and map areas of tree mortality that pose the greatest potential of harm to people and property. These areas, known as High Hazard Zones, are the areas prioritized for tree removal.

**Tier 1 High Hazard Zones:** Areas where tree mortality, caused by drought, coincides with critical infrastructure, including but not limited to roads, utilities, and public schools. They represent a direct threat to public safety and identify areas to be prioritized for hazardous tree removal.

**Tier 2 High Hazard Zones:** Areas defined by: 1) watersheds (HUC12, average 24,000 acres) that have significant tree mortality combined with community and natural resource assets; or 2) the perimeter of any wildland fire since 2012 (the beginning of the drought). Work at the Tier 2 level addresses the immediate threat of falling trees and fire risk, and supports broader forest health and landscape level fire planning issues. They represent areas to be prioritized for hazard mitigation as well as forest health restoration.

For further information on tree mortality fire threat, visit the California Department of Forestry and Fire Protection's Fire and Resource Assessment Program (FRAP) website at <a href="https://www.fire.ca.gov/what-we-do/fire-resource-assessment-program">https://www.fire.ca.gov/what-we-do/fire-resource-assessment-program</a>.

### CITY OF LOS ANGELES BRUSH CLEARANCE REQUIREMENTS

The Los Angeles City Council has approved an ordinance to increase requirements for brush clearance and fire safety in the Very High Fire Hazard Severity Zones (VHFHSZ). This ordinance establishes appropriate safety measures necessary to mitigate the occurrence of such fires. General requirements are below, along with links to the complete list of enforceable Brush Clearance requirements.

Owners of property located in the Very High Fire Hazard Severity Zone (VHFHSZ) shall maintain their property in accordance with the Fire Code (L.A.M.C. 57.322). Year-round compliance shall be maintained as described below on all native brush, weeds, grass, trees and hazardous vegetation within 200 feet of any structures/buildings, whether those structures are on the owner's property or adjoining properties, and within 10 feet of any combustible fence or roadway/driveway used for vehicular travel.

1. Areas within 200 feet of structures and/or 10 feet of roadside surfaces or combustible fence: Grass shall be cut to three inches in height. Native brush shall be reduced in quantity to three inches in height. This does not apply to individual native shrubs spaced a minimum of 18 feet apart, provided such shrubs are trimmed up from the ground to 1/3 of their height with all dead material being removed (see diagram below).

### (continued)

- **2.** For trees taller than 18 feet, trim lower branches so no foliage is within six feet of the ground, and remove all dead material. For trees and shrubs less than 18 feet, remove lower branches to 1/3 of their height, and remove all dead material (see diagram below).
- **3.** Trees shall be trimmed up so the foliage is no closer than 10 feet from the outlet of a chimney (see diagram below).
- **4.** All roof surfaces shall be maintained free of substantial accumulation of leaves, needles, twigs and any other combustible matter. Maintain five feet of vertical clearance between roof surfaces and portions of overhanging trees (see diagram below).
- **5.** All cut vegetation and debris shall be removed in a legal manner. Cut vegetation may be machine processed (i.e.,chipped) and spread back onto the property at a depth not to exceed three inches within 30 feet of structures and six inches beyond 30 feet of structures. In addition, spread material shall not be placed within 10 feet of any usable roadside (in accordance with Fire Prevention Bureau Procedure No. 25).

The above general requirements also apply to landscape vegetation.

For further information on the Brush Clearance Requirements, visit the websites below:

### LAFD Brush Clearance Requirements Page:

https://www.lafd.org/fire-prevention/brush/brush-clearance-requirements

LAFD Complete List of Clearance Requirements (see "Clearance Requirements" tab): https://vms3.lafd.org/

View Fire Safety, Home Hardening, and Defensible Space Form

# NOTICE OF ASSEMBLY BILL 38: FIRE SAFETY, LOW-COST RETROFITS, REGIONAL CAPACITY REVIEW, WILDFIRE MITIGATION

Assembly Bill 38 (Wood) was signed into law by the Governor on October 2, 2019, and established a first ever statewide fire retrofit program to help communities and owners of homes in the fire zones (built prior to updated building codes in 2008), to harden their homes and make them more likely to survive future fires.

According to the California Department of Forestry and Fire Protection (CDF), approximately 2 Million residential structures (one in four homes) in California are located in "high" or "very high" fire hazard severity zones. Based on California's recent wildfires and firestorms, the imminent and pressing need for wildfire prevention and minimization strategies in California prompted the passage of this law.

- Effective January 1, 2020, after completing construction, if Seller receives a final inspection report (where
  that report covers compliance with home hardening laws), Seller must give a copy of that report to Buyer,
  or information on where Buyer can get a copy of that report.
- e Effective January 1, 2021, for homes built before 2010, Seller must give Buyer a written notice that includes language on how to harden a home against fire, and a list of features on the property that make the home vulnerable to wildfires and flying embers. The notice must state: "This home is located in a high or very high fire hazard severity zone and this home was built before the implementation of the Wildfire Urban Interface building codes which help to fire harden a home. To better protect your home from wildfire, you might need to consider improvements. Information on fire hardening, including current building standards and information on minimum annual vegetation management standards to protect homes from wildfires, can be obtained on the internet website <a href="http://www.readyforwildfire.org">http://www.readyforwildfire.org</a>." The list of features on the property that make a home vulnerable to wildfires and flying embers include, but are not limited to: Eave, soffit, and roof ventilation where the vents have openings in excess of one-eighth of an inch or are not flame and ember resistant, Roof coverings made of untreated wood shingles or shakes, Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck, Single pane or non-tempered glass windows, Loose or missing bird stopping or roof flashing, Rain gutters without metal or noncombustible gutter covers.
- Effective July 1, 2021, in a local jurisdiction that has enacted an ordinance requiring the owner of real property to obtain documentation that the property complies with Public Resources Code § 4291 <a href="Law section (ca.gov">Law section (ca.gov</a>) or a local vegetation management ordinance, Seller must provide Buyer with the documentation and information on the local agency from which a copy of that documentation may be obtained, and Buyer shall comply with that ordinance.
- Effective July 1, 2021, in a local jurisdiction that has NOT enacted an ordinance requiring the owner of real property to obtain documentation that the property complies with Public Resources Code § 4291 Law section (ca.gov) or a local vegetation management ordinance, but a governmental entity, local agency, or other qualified nonprofit entity does provide inspections with documentation in the jurisdiction in which the property is located, Seller shall provide to Buyer documentation stating that the property (within 6 months preceding the sale) is in compliance with state and/or local vegetation management ordinances. If Seller has not obtained documentation of compliance, Seller and Buyer shall enter into a written agreement pursuant to which Buyer agrees to obtain documentation of compliance with Public Resources Code § 4291 Law section (ca.gov) or a local vegetation management ordinance within one year of the date of the close of escrow.
- Effective July 1, 2025, Seller must provide Buyer with a list of low-cost retrofits to harden a home against fire, and Seller must specify which items on the list Seller has completed.



# **Low Cost Retrofit List**

# Low Cost Ways to Harden Your Home

- 1. When it is time to replace your roof, replace it with a Class A fire rated roof. OFSM Wildland Urban Interface (WUI) Products
- 2. Block any spaces between your roof covering and sheathing with noncombustible materials (bird stops).
- 3. Install a noncombustible gutter cover on gutters to prevent the accumulation of leaves and debris in the gutter.
- 4. Cover your chimney and stovepipe outlets with a noncombustible corrosion resistant metal mesh screen (spark arrestor), with 3/8-inch to 1/2-inch openings.
- 5. Install ember and flame-resistant vents. OFSM Wildland Urban Interface (WUI) Products
- 6. Caulk and plug gaps greater than 1/8-inch around exposed rafters and blocking to prevent ember intrusion into the attic or other enclosed spaces.
- 7. Inspect exterior siding for dry rot, gaps, cracks, and warping. Caulk or plug gaps greater than 1/8-inch in siding and replace any damaged boards, including those with dry rot.
- 8. Install weather-stripping to gaps greater than 1/8-inch between garage doors and door frames to prevent ember intrusion. The weather-stripping must be compliant with UL Standard 10C.
- 9. When it's time to replace your windows, replace them with multi-paned windows that have at least one pane of tempered glass. OFSM Wildland Urban Interface (WUI) Products
- 10. When it's time to replace your siding or deck, use compliant noncombustible, ignition-resistant, or other OFSM Wildland Urban Interface (WUI) Products
- 11. Cover openings to operable skylights with noncombustible metal mesh screen with openings in the screen not to exceed 1/8-inch.
- 12. Install a minimum 6-inch metal flashing, applied vertically on the exterior of the wall at the deck-to-wall intersection to protect the combustible siding material.

# Low-Cost Ways to Create Defensible Space and Enhance the Effects of a Hardened Home

- 1. Regularly clean your roof, gutters, decks, and the base of walls to avoid the accumulation of fallen leaves, needles, and other flammable materials (see Defensible Space Webpage for more details).
- 2. Ensure that all combustible materials are removed from underneath, on top of, or within five feet of a
- 3. Remove vegetation or other combustible materials that are within five feet of windows and glass doors.
- 4. Replace wood mulch products within five feet of all structures with noncombustible products such as dirt, stone, or gravel.
- 5. Remove all dead or dying grass, plants, shrubs, trees, branches, leaves, weeds, and pine needles within 30 feet of all structures or to the property line.
- 6. Ensure exposed firewood is stored at least 30 feet away from structures or completely covered in a fire-resistant material that will not allow embers to penetrate. Additionally, make sure you have 10 feet of clearance around your wood piles.
- 7. Be sure to store combustible outdoor furnishings away from your home when not in use.
- 8. Remember to properly store retractable awnings and umbrellas when not in use so they do not collect leaves and embers.

\*This list was developed as a best practices guide and to assist homeowners to ensure their home is more ignition-resistant from wildfires. Low cost can be subjective. Some of these items are based on upgrading to more stringent materials when that feature is up for replacement due to normal maintenance or lifespan, i.e. roofs.

Updated 2/17/2022

AB-38 FIRE SAFETY, HOME HARDENING, AND DEFENSIBLE SPACE FORM
Subject Property Address / APN: 829 EL PASO DR, LOS ANGELES, CA 90042 / 5477-026-008
Subject Property is NOT LOCATED in a high or very high fire hazard severity zone, but the Seller may voluntarily choose to complete this form as an advisory disclosure.
Subject Property is NOT LOCATED in the California Department of Forestry and Fire Protection's official high or very high fire hazard severity zone, but is in a supplemental high fire area as shown in the <a href="fire section">fire section</a> of this report, and the Seller may voluntarily choose to complete this form as an advisory disclosure.
Subject Property IS LOCATED IN a high or very high fire hazard severity zone, requiring AB-38 compliance.  Completion of an AB-38 form is REQUIRED for this property. A Defensible Space Inspection can be scheduled with Los Angeles County here.
Neither seller(s) nor their agent(s) has independently verified the fire hazard determination above or is personally aware of any errors or inaccuracies in the fire hazard determinations above. The fire hazard determination above was prepared by Property I.D.
If the Property is located in a HIGH or VERY HIGH Fire Hazard Severity Zone, and has 1-4 units built before 2010, Seller must give Buyer written notice and information on how to harden a home against fire, as well as a list of features on the property that make the home vulnerable to wildfires and flying embers, if Seller is required to complete a Real Estate Transfer Disclosure Statement pursuant to CIV §1102.
NOTICE: If this home is located in a high or very high fire hazard severity zone and this home was built before the implementation of the Wildfire Urban Interface building codes which help to fire harden a home, in order to better protect your home from wildfire, you might need to consider improvements. Information on fire hardening, including current building standards and information on minimum annual vegetation management standards to protect homes from wildfires, can be obtained on the internet website <a href="http://www.readyforwildfire.org">http://www.readyforwildfire.org</a> .  A. FEATURES MAKING HOME VULNERABLE - IF THE PROPERTY IS IN A HIGH OR VERY HIGH FIRE HAZARD
SEVERITY ZONE, SELLER MAKES THE FOLLOWING DISCLOSURES:  Pursuant to Civil Code § 1102.6f <u>Law section (ca.gov)</u> : If Seller is aware of any of the following features that may make the home vulnerable to wildfire and flying embers, Seller will check all that apply:
<ol> <li>Eave, soffit, and roof ventilation where the vents have openings in excess of one-eighth of an inch or are not flame and ember resistant.</li> <li>Roof coverings made of untreated wood shingles or shakes.</li> <li>Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck.</li> <li>Single pane or non-tempered glass windows.</li> <li>Loose or missing bird stopping or roof flashing.</li> <li>Rain gutters without metal or noncombustible gutter covers.</li> </ol>
If the property is not in either a high or very high fire hazard severity zone, but the property is in or near a mountainous area forest-covered lands, brush-covered lands, grass-covered lands, or land that is covered with flammable material, Seller may choose to voluntarily make the disclosures in Section A above, even if not mandated by law, because the Buyer might consider the information material.
<b>B.</b> <u>CONSTRUCTION COMPLETION</u> - HOME FIRE HARDENING FINAL INSPECTION REPORT: ☐ If Seller has checked this box , Seller has completed construction and has obtained a final inspection report that covers compliance with defensible space requirements and home hardening pursuant to Gov. Code §51182, <u>Law section</u> ( <u>ca.gov</u> ). Seller has attached a copy of the report here, or Buyer may obtain a copy of that report at:
C. <u>DEFENSIBLE SPACE DISCLOSURE</u> - IF THE PROPERTY IS IN A HIGH OR VERY HIGH FIRE HAZARD SEVERITY ZONE, BUYER AND SELLER AGREE TO THE FOLLOWING DEFENSIBLE SPACE COMPLIANCE DISCLOSURES AND TERMS:
Defensible space and vegetation management ordinances require the clearing of flammable materials around the structure to maintain a zone of safety from wildfires and flying embers. Some cities and/or counties have local defensible space and vegetation management ordinances. For areas that do not, owners of real property must follow the State of California's guidelines requiring the owner of the property to maintain defensible space of 100 feet around the structure, Public Resources Code §4291, Law section (ca.gov). The disclosures in this Section are required pursuant to Civil Code §1102.19, Law section (ca.gov).
View City of Los Angeles Brush Clearance Requirements

# AB-38 FIRE SAFETY, HOME HARDENING, AND DEFENSIBLE SPACE FORM

(continued)

Sellers of 1-4 dwelling residential units (condominiums, manufactured homes, common interest developments) located in a HIGH or VERY HIGH Fire Hazard Severity Zone, where the Real Estate Transfer Disclosure Statement is required must also complete items (1) OR (2) below:

req this	s property is located in an area where local defensible space and vegetation management ordinances uire the owner of the property to provide documentation from a qualified agency authorized to provide documentation stating that the property complies with Public Resources Code §4291, <u>Law section</u> gov), or a local vegetation management ordinance.
	Check only one of the following:
	a. $\square$ Buyer agrees to obtain defensible space compliance documentation pursuant to the local ordinances if the ordinances allow buyer to bring the property into compliance.
	OR
	b. $\square$ Seller shall provide buyer with documentation stating that the property complies with local defensible space and vegetation management ordinances along with information of the local agency from which that compliance document was obtained.
OR	
doc	s property is located in an area that has not enacted an ordinance requiring an owner of real property to obtain umentation stating that the property is in compliance with Public Resources Code §4291, <u>Law section (ca.gov)</u> , or a law section management ordinance.
	Check only one of the following:
	a. $\square$ Buyer agrees to obtain defensible space compliance documentation pursuant to the State of California's requirements for defensible space and vegetation management within one year from the close of escrow.
	OR
	b. $\square$ Seller has obtained documentation (within the last 6 months) from a qualified agency authorized to provide this documentation stating that the property is in compliance with defensible space and vegetation management laws, and Seller will provide buyer with a copy along with information of the authorized local agency from which that compliance document was obtained.
Space Discl and Seller a	ompleted Section A and/or Section B and Section C of this Fire Safety, Home Hardening, and Defensible osure Form and represents that Seller's answers are true and correct to the best of Seller's knowledge, acknowledges receipt of this Fire Safety, Home Hardening, and Defensible Space Disclosure and agrees rms in Section C.
Seller	Date
Seller	Date
	owledges receipt of this Fire Safety, Home Hardening, and Defensible Space Disclosure Form and the terms of compliance in Section C.
Buyer	Date
Buyer	Date

# **EARTHQUAKE FAULT ZONES**

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

NHDS DETERMINATION

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

Yes \_\_\_\_ No \_X\_\_

Based on PROPERTY I.D.'s research of maps or data obtained from the State of California in accordance with the Alquist-Priolo Earthquake Fault Zone Act, the following determination is made:

# SUBJECT PROPERTY IS NOT LOCATED IN AN ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE

### DISCUSSION:

If the Subject Property is partially or wholly within an OFFICIAL EARTHQUAKE FAULT ZONE, it may be subject to (city, county, or state) requirements necessitating geologic study prior to any new or additional construction. When a property is located in this zone, it may not mean that a fault line exists on the property. In certain areas, the zones around the faults being studied are more than one-quarter of a mile wide.

Earthquake Fault Zones are delineated and adopted by the State of California as part of the Alquist-Priolo Earthquake Fault Zone Act of 1972 to assure that homes, offices, hospitals, public buildings, and other structures for human occupancy are not built on active faults. Earthquake Fault Zones are areas on both sides of known or suspected active earthquake faults. The State Mining and Geology Board has adopted policies and criteria for implementing the zones.

# **ADDITIONAL SOURCES**

Based on PROPERTY I.D.'s research of maps or data obtained from the United States Geological Survey, following determination is made:

SUBJECT PROPERTY IS LOCATED WITHIN ¼ MILE OF A MAPPED FAULT, INCLUDING THE FOLLOWING:

- HOLLYWOOD FAULT A LATE QUATERNARY INFERRED FAULT
- $\cdot$  HOLLYWOOD FAULT A LATE QUATERNARY MODERATELY CONSTRAINED FAULT

Based on PROPERTY I.D.'s research of specific maps and/or information from the California Geological Survey, the following determination is made:

SUBJECT PROPERTY IS NOT LOCATED WITHIN ¼ MILE OF A MAPPED FAULT

# **EARTHQUAKE FAULT ZONES**

(continued)

Based on PROPERTY I.D.'s research of specific maps or data for Los Angeles County, the following determination is made:

# SUBJECT PROPERTY IS LOCATED WITHIN ¼ MILE OF A MAPPED FAULT, INCLUDING THE FOLLOWING:

### · HOLLYWOOD FAULT - ACTIVE

### **DISCUSSION:**

As a part of long-term planning, localities are required to include mapping of known seismic or other geologic hazards on a local level. Information may vary between jurisdictions, and may include information about all locally-known seismic hazard zones, including an area's susceptibility to strong ground shaking, liquefaction, landslides or other ground failure.

The absence of earthquake activity at a particular location does not necessarily mean that earthquakes will not occur there in the future. Moderate to large earthquakes have often been preceded by or followed by long periods of quiescence. The apparent correlation between seismic activity and mapped faults should confine the areas of higher probability of earthquake occurrence to somewhat restricted zones.

Fault rupture can occur during moderate to large earthquakes and is a function of magnitude and the total length of the fault. Fault rupture accounts for only a small percentage of earthquake damage and may be rapid and sudden, as with a major earthquake, or can occur over an extended period of time.

### **DEFINITIONS:**

For fault disclosures that contain fault activity information, the definitions below describe these activity designations.

Active - "Active" faults are defined as faults that have been active within the last 0 to 11,000 years.

**Potentially Active** - "Potentially Active" faults are defined as faults that may have been active between 11,000 years and 500,000 years ago.

**Conditionally Active** - "Conditionally Active" faults are defined as faults that may have had activity 750,000 years ago or uncertain activity.



# EARTHQUAKE GROUND SHAKING

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

Based on PROPERTY I.D.'s research of maps and data from the California Integrated Seismic Network (CISN), the following determinations are made:

SUBJECT PROPERTY IS LOCATED IN AN AREA SUBJECT TO VIOLENT GROUND SHAKING AND HEAVY DAMAGE TO PROPERTY (MM IX) IN POTENTIAL EARTHQUAKE SCENARIOS

### MODIFIED MERCALLI (MM) INTENSITY SCALE - POTENTIAL SHAKING AND DAMAGE LEVELS

- **IV. Light Shaking, Minimal Damage:** Hanging objects swing, vibration like heavy trucks passing, windows and doors rattle
- V. Moderate Shaking, Minimal Damage: Pictures move, liquids disturbed, sleepers awakened
- VI. Strong Shaking, Nonstructural Damage: Objects fall, felt by all, pictures may fall off walls, shrubbery shakes
- **VII. Very Strong Shaking, Moderate Damage:** Difficult to stand, some cracks in plaster, some damage to unreinforced masonry buildings
- **VIII. Severe Shaking, Moderate-Heavy Damage:** Critical or extensive damage to stone buildings, steering of cars affected, fall of stucco and some masonry walls, fall of chimneys, homes move if on weak foundations
- **IX. Violent Shaking, Heavy Damage:** Potential collapse of masonry buildings, many homes shifted off foundations, frames racked, underground pipes broken

### **DISCUSSION:**

Ground Shaking studies provide a prediction of what may happen in future earthquakes, including what kind of damage can occur and what types of soils will have problems. As a prediction, the information from Ground Shaking studies provide a generalized view of what can occur during a large earthquake, but specific damage to specific buildings cannot be predicted. Loose, soft, recently deposited soils are the most susceptible to ground shaking amplification, and other hazards associated with seismic activity.

Ground shaking hazards exist throughout California. The potential damages in strong earthquake scenarios range from minimal to extreme, with corresponding shaking severity ranging from very weak to very violent. Seismologists modeled various ground shaking scenarios for active faults to highlight the hazards shaking can present in a strong earthquake.

For further information about the CISN: <a href="http://www.cisn.org/shakemap/sc/shake/about.html">http://www.cisn.org/shakemap/sc/shake/about.html</a>



# LIQUEFACTION SUSCEPTIBILITY

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

NHDS DETERMINATION			
A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.  Yes (Landslide Zone) Yes (Liquefaction Zone) _X_ No Map not yet released by state			

Based on PROPERTY I.D.'s research of the current maps and information issued by the California Geological Survey, the following determination is made:

# SUBJECT PROPERTY IS LOCATED IN AN OFFICIALLY DESIGNATED LIQUEFACTION HAZARD ZONE

Note: Additional / local determination(s) below, when listed, may differ from the seismic hazard determination found in the Natural Hazard Disclosure Statement ("NHDS"). Differentiation can occur because the determination made in the NHDS is based on maps prepared by the California Geologic Survey in accordance with the State Seismic Hazard Mapping Act, while the determinations below are based on official maps prepared for another mapping program.

# **ADDITIONAL SOURCES**

Based on PROPERTY I.D.'s research of specific maps from the California Geological Survey, the following determination is made:

## SUBJECT PROPERTY IS NOT LOCATED IN AN AREA OF LIQUEFACTION

### **DISCUSSION:**

Liquefaction is the sudden loss of soil strength resulting from shaking during an earthquake. The effect on structures and buildings can be devastating, and is a major contributor to urban seismic risk. Areas most susceptible to liquefaction are underlain by non-cohesive soils, such as sand and silt, that are saturated by groundwater typically between 0 and 30 feet below the surface.

Mapped liquefaction areas are those where historic occurrence of liquefaction, or local geological, geotechnical conditions indicate a potential for permanent ground displacement such that mitigation as defined in Public Resources Code Section 2693(c) would be required. Section 2693(c) defines "mitigation" to mean those measures that are consistent with established practice and that will reduce seismic risk to acceptable levels.

Note: The map upon which this determination is based may not show all areas that have the potential for liquefaction or other earthquake and geologic hazards. Also, a single earthquake capable of causing liquefaction may not uniformly affect the entire area. Liquefaction zones may also contain areas susceptible to the effects of earthquake induced landslides. This situation typically exists at or near the toe of existing landslides, down slope from rock fall or debris flow source areas, or adjacent to steep stream banks.

# LANDSLIDE SUSCEPTIBILITY

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

NHDS DETERMINATION
A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.
Yes (Landslide Zone) Yes (Liquefaction Zone) _X_ No Map not yet released by state

Based on PROPERTY I.D.'s research of the current maps and information issued by the California Geological Survey, the following determination is made:

# SUBJECT PROPERTY IS LOCATED WITHIN 1/4 MILE OF AN OFFICIALLY DESIGNATED EARTHQUAKE-INDUCED LANDSLIDE HAZARD ZONE

Note: Additional / local determination(s) below, when listed, may differ from the seismic hazard determination found in the Natural Hazard Disclosure Statement ("NHDS"). Differentiation can occur because the determination made in the NHDS is based on specific maps prepared by the California Geological Survey (State Seismic Hazard Mapping Act), while the determination(s) below are based on different official maps and/or information.

# **ADDITIONAL SOURCES**

Based on PROPERTY I.D.'s research of maps and/or information obtained from the United States Geological Survey (USGS), the following determination is made:

# SUBJECT PROPERTY IS NOT LOCATED IN A LANDSLIDE AREA

Based on PROPERTY I.D.'s research of specific maps or data from the California Geological Survey, the following determination is made:

# SUBJECT PROPERTY IS NOT LOCATED IN AN AREA OF IDENTIFIED EARTH MOVEMENT

### **DISCUSSION:**

Landslides and other ground failures may occur during earthquakes, triggered by the strain induced in soil and rock by the ground shaking vibrations, and during non-earthquake conditions, most frequently during the rainy season. Both natural and man-made factors contribute to these slope failures.

Although landslides due to slope failure are most frequent in "wet years" with above-average rainfall, they can occur at any time. The presence or absence of deep-rooted vegetation; surface and subsurface drainage conditions; thickness and engineering characteristics of soils and underlying weathered, partially-decomposed rock; orientation of bedding or locally-high rainfall can all affect slope stability.

The influence of bedrock lithology, steepness of slope, and rates of erosion, at the very least, must all be considered to generate an accurate susceptibility map. Any slope can be rendered unstable by construction activities and almost any unstable slope can also be mitigated by accepted geotechnical methods.

# **SOIL HAZARDS**

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

## **EXPANSIVE SOILS**

Based on PROPERTY I.D.'s research of specific maps or data from the United States Department of Agriculture Natural Resources Conservation Service, the following determination is made:

# SUBJECT PROPERTY IS LOCATED IN AN AREA NOT MAPPED FOR EXPANSIVE SOILS

### **DISCUSSION:**

Shrink/Swell Potential or Soil Expansivity is the relative change in volume to be expected with changes in moisture content, that is, the extent to which the soil shrinks as it dries out or swells when it gets wet. Shrinking and swelling of soils can cause damage to building foundations, roads and other structures. Soil expansivity can cause damage due to differential settlement and could progressively deteriorate structures over time. As such, stricter construction and development requirements may apply that could affect building materials and standards used, including, but not limited to depth of footings, slab thickness and rebar installation. Structures located on expansive soils can experience more hairline cracks in the walls and slabs, however certain precautions can be taken in order to minimize cracking. These precautions include proper drainage after rain, installation of gutters and downspouts to direct water away from the structure, maintaining a uniform moisture condition around foundations, repairing any plumbing leaks, refraining from planting trees within approximately ten feet of the structure because trees tend to extract moisture in soil causing shrinkage, and contacting a soils engineer who specializes in expansive soils matters.

### **SUBSIDENCE**

Based on PROPERTY I.D.'s research of specific maps or data from the United States Geological Survey (USGS), the following determination is made:

# SUBJECT PROPERTY IS NOT LOCATED IN AN AREA OF IDENTIFIED SOIL SUBSIDENCE

### **DISCUSSION:**

Subsidence is the gradual settling or sinking of the earth's surface with little or no horizontal motion due to the loss of solids or liquids from the subsurface. The compaction of alluvium and settling of the land surface is a process that occurs over several years, except when prompted by seismic shaking. Subsidence can cause property damage and could progressively deteriorate structures over time. As such, stricter construction and development requirements may apply that could affect building materials and standards used. Structures may experience more hairline cracks in the walls and slabs. Inundation or flooding may also be a secondary effect of subsidence.

## WIND EROSION AND BLOWN SAND

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

Based on PROPERTY I.D.'s research of specific maps or data obtained from the Southern California Association of Governments, the following determination is made:

# SUBJECT PROPERTY IS LOCATED IN AN AREA WITH VERY LOW SUSCEPTIBILITY TO WIND EROSION

### **DISCUSSION:**

Wind erosion most commonly occurs when barren sand or sandy loam soils are exposed to high wind in the absence of moisture. Human activity can increase wind erosion by disrupting soil formations and compaction, disturbing the stabilizing and wind-breaking effect of dunes, and most significantly, removing surface vegetation and its stabilizing effects. Blown sand, the most severe form of wind erosion, occurs largely due to natural conditions. Blown sand can cause significant damage to property, and also results in the nuisance and expense of removing sand from roadways and other property. Additionally, blown sand introduces a high level of suspended particulates into the air, and can create respiratory problems due to poor air quality.

## NATURALLY OCCURRING ASBESTOS

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

Based on PROPERTY I.D.'s research of current maps and/or information issued by the California Geological Survey, the following determination is made:

# SUBJECT PROPERTY IS NOT LOCATED IN AN AREA LIKELY TO CONTAIN NATURALLY OCCURRING ASBESTOS

### **DISCUSSION:**

Natural asbestos commonly occurs in association with altered ultramafic rocks, including serpentinite or serpentine - the California state rock. State and federal officials consider all types of asbestos to be hazardous because asbestos is a known carcinogen. Wind and water can carry asbestos fibers, and certain human activities such as mining, grading, quarrying operations, construction or driving over unpaved roads or driving on a road paved in part with asbestos-bearing rock, can release dust containing asbestos fibers. As with any other potential environmental hazard, it is recommended that Buyers fully investigate and satisfy themselves as to the existence of exposed naturally occurring asbestos / serpentine rock on the Property or within its vicinity or any serpentine-surfaced roads within the vicinity of the Property and the hazards, if any, posed thereby. That investigation should include consulting with appropriate expert(s) who can identify and test any exposed naturally occurring asbestos / serpentine rock on the Property or within its vicinity to determine whether it may present a health risk to Buyers. Buyers are encouraged to review all relevant information resulting from these studies and other information pertaining to the risk of exposure to harmful forms of naturally occurring asbestos fibers prior to removing their inspection contingency. Exposure to asbestos may create a significant health risk, and the presence of asbestos-bearing minerals may result in restrictions on the use or development of the Property. You should consider the potential risks associated with the Property before you complete your purchase and determine whether they are acceptable to you.

# **OIL AND GAS WELL PROXIMITY**

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

Based on PROPERTY I.D.'s research of specific maps or data from the California Dept. of Conservation, the following determination is made:

# SUBJECT PROPERTY IS NOT LOCATED WITHIN THE ADMINISTRATIVE BOUNDARY OF AN OIL AND GAS FIELD

# SUBJECT PROPERTY IS NOT LOCATED WITHIN 500FT OF AN IDENTIFIED OIL OR GAS WELL, ACTIVE OR ABANDONED

### DISCUSSION:

Oil and gas wells dot the landscape of California. Identified wells have been mapped and are monitored by the California Department of Conservation; and are generally regulated by State and Local agencies. While abandoned wells that are properly capped and monitored present a low hazard risk, improper capping or plugging of abandoned wells can lead to a variety of problems. Improperly capped wells can release noxious chemicals into the air, or allow chemicals to leach into groundwater. Abandoned oil and gas wells are prone to buildup of methane gas which can create an explosion hazard if not properly monitored and cleaned. Improperly capped wells can lead to sinkhole development. Wells can pose a serious threat to the safety of humans, especially children, and to animals. Administrative field boundaries roughly outline the areal extent of an oil or gas field. Questions of jurisdiction and responsibility in regards to capping and maintenance of abandoned wells may exist.

For more information regarding abandoned oil and gas wells in California, contact the following agencies:

State of California Dept. of Conservation - Geologic Energy Management Division: <a href="https://www.conservation.ca.gov/calgem/Pages/Oil-and-Gas.aspx">https://www.conservation.ca.gov/calgem/Pages/Oil-and-Gas.aspx</a>

California Environmental Protection Agency <a href="http://www.calepa.ca.gov">http://www.calepa.ca.gov</a>

Note: This hazard determination only identifies properties in proximity to abandoned wells that have been mapped by the California Department of Conservation. Unmapped abandoned wells that are not identified in this disclosure could exist on or near the Subject Property. Unmapped and unidentified wells can pose a greater risk to health and safety as they are not monitored and may not have received the appropriate mitigation measures.

### OIL AND GAS WELL PROXIMITY

(continued)

# **NATURAL GAS STORAGE FACILITIES**

Based on PROPERTY I.D.'s research of specific maps or data from the U.S. Energy Information Administration (EIA), the following determination is made:

# SUBJECT PROPERTY IS NOT LOCATED WITHIN 2 MILES OF A NATURAL GAS STORAGE FACILITY

### **DISCUSSION:**

Natural Gas Storage Facilities are present throughout the United States. Most commonly, natural gas is held in underground storage facilities in depleted reservoirs in oil and/or natural gas fields, aquifers, or salt cavern formations. Natural gas can also be stored in liquid or gaseous form in above-ground tanks. Generally, these facilities are in proximity to consumption centers, and take advantage of existing infrastructure found at depleted fields. The ability to quickly deliver gas to areas in need, and store large amounts of inventory to meet fluctuating demand, are important features of these facilities. Underground gas storage facilities in California are regulated by the California Geologic Energy Management Division (CalGEM), helping to maintain safe storage operations throughout the state.

For further information on Natural Gas, and Natural Gas storage, visit the following agency websites:

U.S. EIA: https://www.eia.gov/energyexplained/natural-gas/delivery-and-storage.php

CalGEM: <a href="https://www.conservation.ca.gov/calgem/Pages/UndergroundGasStorage.aspx">https://www.conservation.ca.gov/calgem/Pages/UndergroundGasStorage.aspx</a>

CPUC: https://www.cpuc.ca.gov/industries-and-topics/natural-gas/natural-gas-and-california

# RADON GAS POTENTIAL

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

Based on PROPERTY I.D.'s research of specific maps or data from the California Geological Survey, the following determination is made:

# SUBJECT PROPERTY IS LOCATED IN AN AREA WITH MODERATE POTENTIAL FOR INDOOR RADON LEVELS ABOVE 4.0 PICOCURIES PER LITER

### DISCUSSION:

Radon is a naturally occurring colorless, odorless radioactive gas formed by the natural disintegration of uranium in soil, rock and ground water as it radioactively transmutes to form stable lead.

Radon gas forms from the decay of radioactive elements at depth. Air pressure inside a building is usually lower than pressure in the soil around the building's foundation. Because of this difference in pressure, buildings can act like a vacuum, drawing radon in through foundation cracks and other openings. As cracks develop in rocks, radon gas can rise into the local ground water and may also be present in well water and can be released into the air in buildings when water is used for showering and other household uses. In most cases, radon entering a building through water is a small risk compared with radon entering a building from the soil. In a small number of homes, the building materials can give off radon, although building materials alone rarely cause radon problems. The Surgeon General has warned that radon is the second leading cause of lung cancer in the United States. Only smoking causes more lung cancer deaths. Smokers that live in homes with high radon levels, are at an especially high risk for developing lung cancer.

The U.S. Environmental Protection Agency's (EPA) action level for indoor radon levels is 4 pCi/L, at which homes should be fixed. Even at lower levels Radon can still be dangerous, so the EPA recommends homeowners consider fixing their homes when the radon levels are between 2 pCi/L and 4 pCi/L.

The only way to determine radon levels for a specific property is by testing. For further information about radon testing and mitigation, contact the California Department of Public Health at <a href="https://www.cdph.ca.gov/Programs/CEH/DRSEM/Pages/EMB/Radon/Radon.aspx">https://www.cdph.ca.gov/Programs/CEH/DRSEM/Pages/EMB/Radon/Radon.aspx</a>, The National Environmental Health Association (NEHA) at <a href="http://www.neha.org">http://www.neha.org</a>, and the National Environmental Radon Safety Board (NRSB) at <a href="http://www.nrsb.org">http://www.nrsb.org</a>.

### METHANE GAS ZONE

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

Based on PROPERTY I.D.'s research of specific maps or data for Los Angeles County, the following determination is made:

SUBJECT PROPERTY IS NOT LOCATED IN AN AREA OF KNOWN SHALLOW METHANE ACCUMULATION

SUBJECT PROPERTY IS NOT LOCATED WITHIN 1000 FT OF AN IDENTIFIED METHANE PRODUCING DISPOSAL SITE

Based on PROPERTY I.D.'s research of specific maps or data for the City of Los Angeles, the following determination is made:

### SUBJECT PROPERTY IS NOT LOCATED IN A METHANE GAS ZONE

### **DISCUSSION:**

Properly venting or shielding areas and/or buildings from probable methane gas seepage can safely redirect the gas into the atmosphere.

**Single Family Dwellings (Existing & New Construction):** Except as described below, if the property is in a potential or high potential methane gas zone, all single family dwellings with basements should have a gas-detection system installed which is periodically calibrated and maintained in proper condition in accordance with manufacturer's installation and maintenance specifications.

**Exception (Existing Construction):** If the property is in a (i) potential methane gas zone, dwellings on raised foundations - having basements open above ground level on at least three sides (where the openings are to a suitably ventilated underfloor area) - are not required to have a gas detection system installed. If the property is in a (ii) high potential methane gas zone, dwellings on raised foundations - having basements open above ground level on at least two sides (where the openings are to a suitably ventilated underfloor area) - are not required to have a gas detection system installed.

**Multiple Residential Buildings:** If the property is in a potential or high potential methane gas zone, all multiple residential buildings shall have adequate ventilation or a gas-detection system installed in basements or on the lowest level on grade, and within the underfloor space of buildings with raised foundations.

Los Angeles County methane gas policy includes special regulations for properties within 1,000 ft of methane producing disposal sites. According to the county building code, "permits shall not be issued for buildings or structures regulated by this code within 1,000 ft of fills containing rubbish or other decomposable materials unless the fill is isolated by natural or artificial protective systems...." If your property is found to be located in a methane hazard zone, or within 1,000 ft of a methane producing landfill, certain building restrictions may be placed on your property. For further information, please contact the Los Angeles County Dept of Public Works at (626)458-5100.

[Los Angeles County Code-Title 26, Ordinance 110.3 and Ordinance 110.4]

For further information on the City of Los Angeles Methane Mitigation Standards, visit <a href="https://www.ladbs.org/services/core-services/plan-check-permit/methane-mitigation-standards">https://www.ladbs.org/services/core-services/plan-check-permit/methane-mitigation-standards</a>.

## PETROCHEMICAL COMPLEX PROXIMITY

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

Based on PROPERTY I.D.'s research of specific maps or data for Los Angeles County, the following determination is made:

### SUBJECT PROPERTY IS NOT LOCATED IN A PETROCHEMICAL COMPLEX AREA

## **DISCUSSION:**

The hazard associated with petrochemical complex areas is the susceptibility to destructive post-earthquake fires. In areas of poor soil conditions or where pipelines cross active faults and liquefiable sediments, the hazard potential is significant, but can be mitigated with sufficient emergency response after an earthquake.

A petrochemical complex area may include active and abandoned oil fields, offshore oil production sites, tanks farms, and refineries. These facilities can pose a hazard due to the presence of volatile gas and solid waste on site.

# **AIRPORT PROXIMITY**

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

Based on PROPERTY I.D.'s research of specific maps or data obtained from local land use commissions, the following determination is made:

### SUBJECT PROPERTY IS NOT LOCATED IN AN AIRPORT INFLUENCE AREA

Based on PROPERTY I.D.'s research of specific maps or data for the Federal Aviation Administration (FAA) and the U.S. Department of Transportation, the following determination is made:

# SUBJECT PROPERTY IS NOT LOCATED WITHIN 2 MILES OF AN FAA APPROVED LANDING FACILITY

### **DISCUSSION:**

NOTICE OF AIRPORT IN VICINITY - Pursuant to Section 1103.4 of the Civil Code: If the above-referenced property is located in the vicinity of an airport, within what is known as an Airport Influence Area, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations, such as noise, vibration, or odors. Per the California Code of Regulations Section 5006, the level of noise acceptable to a reasonable person residing in the vicinity of an airport is established as a community noise equivalent level (CNEL) value of 65 dB. This criterion level has been chosen for reasonable persons residing in urban residential areas where houses are of typical California construction and may have windows partially open. Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

## SOCAL METROPLEX AIRSPACE OPTIMIZATION NOTICE

The Next Generation Air Transportation System (NextGen) is the FAA-led modernization of America's air transportation system to make flying even safer, more efficient, and more predictable. As part of NextGen, the SoCal METROPLEX Project means to improve the efficiency of airspace in the Southern California Metroplex by optimizing aircraft arrival and departure procedures, which may involve changes in aircraft flight paths and altitudes in certain areas. While further ground disturbance, or increases in the number of aircraft operations within the Southern California airspace are not projected, some areas may experience changes in overflight frequency.

The following airports are part of the project: Bob Hope (Burbank) Airport (BUR), Camarillo Airport (CMA), McClellan-Palomar Airport (Carlsbad) (CRQ), Fullerton Municipal Airport (FUL), Los Angeles International Airport (LAX), Long Beach Airport (Daugherty Field) (LGB), Camp Pendleton MCAS (Munn Field) Airport (NFG), Point Mugu Naval Air Station (NTD), North Island Naval Air Station (NZY), Ontario International Airport (ONT), Oxnard Airport (OXR), Palm Springs International Airport (PSP), San Diego International Airport (SAN), Santa Barbara Municipal Airport (SBA), Brown Field Municipal Airport (SDM), Santa Monica Municipal Airport (SMO), John Wayne-Orange County Airport (SNA), Jacqueline Cochran Regional Airport (TRM), Bermuda Dunes (UDD), Miramar Marine Corps Air Station (NKX) and Van Nuys Airport (VNY).

For more information, please visit

http://www.metroplexenvironmental.com/socal\_metroplex/socal\_introduction.html

## **AIRPORT PROXIMITY**

(continued)

For community involvement updates, and current news affecting specific airports, please see the following:

Ontario: https://www.faa.gov/air traffic/community involvement/ont/

Southern California: <a href="https://www.faa.gov/air\_traffic/community\_involvement/socal/">https://www.faa.gov/air\_traffic/community\_involvement/socal/</a>

Note: In some instances the location of an airport facility's property line was not made available by the FAA. In those cases the FAA-designated central point of the facility was used as the center for the two mile proximity determination.

## **NOISE HAZARDS**

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

Based on PROPERTY I.D.'s research of specific maps or data from the United States Department of Transportation and local rail services, the following determination is made:

## SUBJECT PROPERTY IS NOT LOCATED WITHIN ¼ MILE OF A RAIL LINE

#### **DISCUSSION:**

Prolonged and excessive noise can affect both physiological and psychological well-being. In addition to causing hearing loss, noise can interfere with activities such as communication, sleep, and thought. Detrimental effects can start at average noise levels as low as 55 decibels (dB), where noise can be a source of annoyance for many, with increasing problems at higher levels. Continued exposure at average levels of 70dB or more can lead to hearing loss. Attention to noise in community planning and through noise ordinances is designed to minimize noise attenuation along major regional/arterial streets and rail lines. Noise ordinances may deal with zoning, site design, architectural standards, barriers, or street materials. These effort are designed to minimize the increase in ambient noise levels, the spread of noise producing activities into formerly quiet areas, and the negative impact of noise on human health and amenity.

## NOTICE OF MINING OPERATIONS

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

Based on PROPERTY I.D.'s research of specific maps or data from the Division of Mines and Reclamation (DMR) at the Department of Conservation, pursuant to Section 2207 of the Public Resources Code, the following determinations are made:

## SUBJECT PROPERTY IS NOT LOCATED WITHIN 1 MILE OF MINING OPERATIONS

Based on PROPERTY I.D.'s research of specific maps or data from the Division of Mines and Reclamation's Abandoned Mine Lands Unit, the following determinations are made:

## SUBJECT PROPERTY IS NOT LOCATED WITHIN 1 MILE OF ABANDONED MINING OPERATIONS

Based on PROPERTY I.D.'s research of specific maps or data from the United States Geological Survey (USGS), the following determinations are made:

# SUBJECT PROPERTY IS NOT LOCATED WITHIN ¼ MILE OF A MINE SITE IDENTIFIED BY THE U.S. GEOLOGICAL SURVEY

#### **DISCUSSION:**

If this property is located within one mile of a mine operation for which the mine owner or operator has reported mine location data to the Department of Conservation pursuant to Section 2207 of the Public Resources Code, then the property may be subject to inconveniences resulting from mining operations. You may wish to consider the impacts of these practices before you complete your transaction.

Mines have been dug and abandoned throughout the State of California. The result is that in the state there are tens of thousands of active and abandoned mines, many unmapped, that can pose inconveniences resulting from mining operations and potential safety, health, and environmental hazards. Sites can possess serious physical safety hazards, such as open shafts or tunnels, and many mines have the potential to contaminate surface water, groundwater.

Further information is available from the following:

Division of Mines and Reclamation: http://www.conservation.ca.gov/dmr

Division of Mines and Reclamation, Abandoned Mine Lands Unit: <a href="http://www.conservation.ca.gov/dmr/abandoned\_mine\_lands">http://www.conservation.ca.gov/dmr/abandoned\_mine\_lands</a>

U.S. Geological Survey: <a href="http://minerals.usgs.gov">http://minerals.usgs.gov</a>.



## MILITARY ORDNANCE AND DEFENSE SITES

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

## **FUDS PROGRAM SITES**

Based on PROPERTY I.D.'s research of specific maps and information issued by the U.S. Army Corps of Engineers from the Defense Environmental Restoration Program Annual Report to Congress, the following determination is made:

# SUBJECT PROPERTY IS NOT LOCATED WITHIN ONE MILE OF A FORMERLY USED DEFENSE SITE

#### DISCUSSION:

The Defense Environmental Restoration Program-Formerly Used Defense Site Program (DERP-FUDS) was established in 1984 by the United States Army with the mission to protect human health and safety, the environment, and natural resources by removing hazardous material from the environment. The FUDS Program is responsible for all properties that were formerly owned by, leased to, or otherwise possessed by the United States under the jurisdiction of the Department of Defense prior to October 1986, and is executed by the U.S. Army Corps of Engineers. The type of cleanup required, if any, varies from property to property and could include: removal of hazardous, toxic and radioactive waste, ordnance and explosives waste, building demolition and/or debris removal.

For more information, please see:

http://www.usace.army.mil/Missions/Environmental/FormerlyUsedDefenseSites.aspx

## MILITARY ORDNANCE AND DEFENSE SITES

(continued)

## ADDITIONAL MILITARY SITES

Based on PROPERTY I.D.'s research of specific maps or information issued by the U.S. Army Corps of Engineers in conjunction with the Department of Defense, individual base cleanup organizations, and local sources, the following determination is made:

## SUBJECT PROPERTY IS NOT LOCATED WITHIN 1 MILE OF A MILITARY SITE

#### **DISCUSSION:**

Former and current military sites exist throughout the country in various stages of use, closure, and cleanup. While some of these military sites are included in the FUDS program, those owned by, leased to, or otherwise possessed by the United States and under the jurisdiction of the Department of Defense after October 1986, are not eligible for inclusion in the FUDS program. These sites include but are not limited to sites where environmental cleanup has been completed such as previous FUDS program sites, or those that have been closed or realigned as part of the Base Realignment and Closure (BRAC) process.

For more information, please see:

https://www.epa.gov/fedfac/base-realignment-and-closure-brac-sites-state

https://www.bracpmo.navy.mil/

http://www.usace.army.mil/Missions/Environmental/FormerlyUsedDefenseSites.aspx

Note: The Military sites and their boundaries used in making these determinations are based on data made available at the source's discretion, and may be incomplete from the source. Certain sections of a site may be disclosed with other sections left out by the source. Some active military sites and bases may not be disclosed herein based on the discretion of the source.

### AREAS OF INDUSTRIAL / COMMERCIAL USE

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

## LAND USE AND PLANNING

Based on PROPERTY I.D.'s research of specific maps or data for the City of Los Angeles, the following determination is made:

# SUBJECT PROPERTY IS NOT LOCATED IN AN AREA OF INDUSTRIAL AND/OR COMMERCIAL LAND USE

## **ZONING**

Based on PROPERTY I.D.'s research of specific maps or data for the City of Los Angeles, the following determination is made:

## SUBJECT PROPERTY IS NOT LOCATED IN AN INDUSTRIAL AND/OR COMMERCIAL USE ZONE

## **PLANNING**

Based on PROPERTY I.D.'s research of specific maps or data obtained from the Southern California Association of Governments, the following determination is made:

# SUBJECT PROPERTY IS LOCATED WITHIN 1/4 MILE OF AN AREA OF INDUSTRIAL AND/OR COMMERCIAL LAND USE

#### **DISCUSSION:**

Industrial or commercial use zones or districts may be established by cities and/or counties wherein certain manufacturing, commercial or airport uses are expressly permitted.

Pursuant to Section 1102.17 of the Civil Code, the seller of residential real property subject to this article who has actual knowledge that the property is affected by, or zoned to allow, an industrial use described in Section 731a of the Code of Civil Procedure, which allows manufacturing, commercial or airport uses in zones that have been established under authority of law for those uses, shall give written notice of that knowledge as soon as practicable before transfer of title.

The existence of various conditions such as traffic, noise, odors, pollution, obstructed views, and other such conditions that are reasonable and necessary in Industrial Use Zones, cannot be enjoined or restrained, nor shall such use be deemed a nuisance as outlined in Section 731a of the Code of Civil Procedure.

Note: The composition of Planned Developments may not be finalized and may eventually include areas of commercial or industrial use. For more information about a Planned Development in your area, contact the local planning department.

Note: Where not specifically identified, determinations may be based on maps or data made for Land Use and Planning purposes, and may not reflect all local zoning. Zoning changes occur often. This report should not be relied upon to provide any specific determination of the current zoning or allowed activities on or near the the Subject Property.

## AREAS OF INDUSTRIAL / COMMERCIAL USE

(continued)

## HISTORICAL SIGNIFICANCE NOTICE

Recognizing the need to identify and protect neighborhoods with distinct architectural and cultural resources, national, state, and local agencies have developed review processes for properties with historical significance. While the review process varies based on jurisdiction, a property deemed to be of historical significance may be subject to special rules, regulations, or building codes that could affect your ability to alter or improve said property.

While Property I.D. has not discovered if the subject property has any historical significance, and has no duty to do so, it is important to be aware that properties that contain older structures may have some historical significance, and you should contact your local Planning and/or Building Department(s) to confirm how your property may be affected, especially if any improvements are to be made.

For more information on historical sites in general, please visit the following:

National Register of Historic Places: https://www.nps.gov/subjects/nationalregister/index.htm

CA Register of Historical Resources: <a href="http://ohp.parks.ca.gov/?page\_id=21238">http://ohp.parks.ca.gov/?page\_id=21238</a>
CA Points of Historical Interest: <a href="http://ohp.parks.ca.gov/?page\_id=21750">http://ohp.parks.ca.gov/?page\_id=21750</a>

## HISTORIC AND ARCHAEOLOGICAL SITES

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

Based on PROPERTY I.D.'s research of specific maps or data for the City of Los Angeles, the following determinations are made:

# SUBJECT PROPERTY IS NOT LOCATED IN OR ADJACENT TO A HISTORIC PRESERVATION OVERLAY ZONE

# SUBJECT PROPERTY IS NOT LOCATED IN OR ADJACENT TO A HISTORIC-CULTURAL MONUMENT SITE

#### DISCUSSION:

Recognizing the need to identify and protect neighborhoods with distinct architectural and cultural resources, the City of Los Angeles has developed an expansive program of Historic Preservation Overlay Zones (HPOZs). HPOZs, commonly known as historic districts, provide for review of proposed exterior alterations and additions to historic properties within designated districts.

The City Council adopted the ordinance enabling the creation of HPOZs in 1979; Angelino Heights became Los Angeles' first HPOZ in 1983. Today, the City of Los Angeles has 29 designated HPOZs, with many more under consideration (Proposed HPOZs). HPOZ areas range in size from neighborhoods of approximately 50 parcels to more than 3,000 properties. While most districts are primarily residential, many have a mix of single-family and multi-family housing, and some include commercial and industrial properties. HPOZs are established and administered by the Los Angeles City Planning Department (in concert with the City Council). Individual buildings in an HPOZ need not be of landmark quality on their own: it is the collection of a cohesive, unique, and intact collection of historic resources that qualifies a neighborhood for HPOZ status. Projects within the HPOZ may be subject to an extra level of review per the HPOZ ordinance, number 175891 in Section 12.20.3 of the City of Los Angeles Municipal code.

Likewise, the City of Los Angeles Cultural Heritage Ordinance, enacted in 1962, has made possible the designation of buildings and sites as individual local landmarks, called "Historic-Cultural Monuments". The City currently has over 1,000 Historic-Cultural Monuments, providing official recognition and protection for Los Angeles' most significant and cherished historic resources. Buyers of Historic-Cultural monument sites may be eligible for certain property tax breaks, though several restrictions do apply in regards to alteration or rehabilitation of these properties.

For further information, please contact the City of Los Angeles Office of Historic Resources at (213) 847-3676 or on the web at <a href="https://planning.lacity.org/preservation-design/program-overview">https://planning.lacity.org/preservation-design/program-overview</a>.

## PROTECTED SPECIES / HABITATS

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

Based on PROPERTY I.D.'s research of the current maps and/or information obtained from the U.S. Fish & Wildlife Service (USFWS), the following determination is made:

## SUBJECT PROPERTY IS NOT LOCATED IN A CRITICAL HABITAT AREA

Based on PROPERTY I.D.'s research of the current maps and/or information obtained from federal, state, county, or local habitat conservation departments, the following determination is made:

## SUBJECT PROPERTY IS NOT LOCATED IN AN AREA WITH PROTECTED SPECIES OR HABITATS

Based on PROPERTY I.D.'s research of the California Natural Diversity Database (CNDDB), the following determination is made:

SUBJECT PROPERTY IS LOCATED IN AN AREA WHERE SIGHTINGS OF RARE SPECIES AND/OR NATURAL COMMUNITIES HAVE BEEN RECORDED, INCLUDING THE FOLLOWING:

- · AMERICAN BADGER
- BANK SWALLOW (THREATENED)
- · BURROWING OWL
- · COASTAL CALIFORNIA GNATCATCHER (THREATENED)
- PARISH'S GOOSEBERRY
- · SOUTHWESTERN WILLOW FLYCATCHER (ENDANGERED)

#### **DISCUSSION:**

The species and/or habitat(s) listed above, if any, represent rare, sensitive, threatened, endangered, or special status plants, animals, natural communities, or habitats. Some of the species listed may not currently be considered endangered, threatened, sensitive, or protected, at the time of the report, but do have the potential of receiving an upgraded status.

Landowners with property in conservation areas may be subject to development fees at the time a grading permit is obtained, and/or may be required to secure a habitat assessment conducted by a biologist or specialist approved by the United States Fish and Wildlife Service, and/or the California Department of Fish and Wildlife, and/or the local jurisdiction habitat conservation department. Fee revenues are generally expended for land acquisition, biologic research and other conservation and mitigation activities necessary to help implement the applicable species habitat conservation plans. A habitat assessment involves a field survey to ascertain the actual presence of the particular species upon the Subject Property. These habitat preservation measures may also limit the landowner's ability to develop the property. Affected landowners should check the applicable jurisdiction's ordinances, mitigation fees, and local planning jurisdictions.

## PROTECTED SPECIES / HABITATS

(continued)

The CNDDB provides location and natural history information on special status plants, animals, and natural communities to the public, government agencies, and conservation organizations. The data can help drive conservation decisions, aid in environmental review of projects, and provide baseline data helpful in recovering endangered species. Although proximity to a CNDDB identified historic species and/or habitat sighting does not necessarily impact the landowner(s) directly, homeowners and buyers may wish to check applicable ordinances, mitigation fees, and local planning jurisdictions.

Contact information for your Department of Fish and Wildlife Regional Office can be found at <a href="https://www.wildlife.ca.gov/Regions">https://www.wildlife.ca.gov/Regions</a>.

Note: A lack of listed species and/or habitats in this report does not necessarily mean that there are no rare species or habitats in this area. Areas that have not been surveyed for rare species will not show results in this report. Land that has not been surveyed for rare plants and animals retains the potential to support rare elements.

## NOTICE OF RIGHT TO FARM

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

Based on PROPERTY I.D.'s research of the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection, the following determination is made:

## SUBJECT PROPERTY IS NOT LOCATED WITHIN ONE MILE OF AN OFFICIALLY DESIGNATED AREA OF AGRICULTURAL ACTIVITY

The following notice applies to properties located within one mile of agricultural activity.

#### NOTICE:

This property is located within one mile of farm or ranch land designated on the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to, noise, odors, dust, light, insects, the operation of pumps and machinery, the storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizers, pesticides, and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance.

## **GROUNDWATER**

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

Based on PROPERTY I.D.'s research of specific maps or data from the California Department of Water Resources, the following determination is made:

SUBJECT PROPERTY IS NOT LOCATED IN A CALIFORNIA STATEWIDE GROUNDWATER ELEVATION MONITORING PROGRAM PRIORITIZED GROUNDWATER BASIN

#### DISCUSSION:

The Sustainable Groundwater Management Act (SGMA), signed into law on September 16, 2014, is a package of three bills (AB 1739, SB 1168, and SB 1319) that provides local agencies with a framework for managing groundwater basins in a sustainable manner. Recognizing that groundwater is most effectively managed at the local level, the SGMA empowers local agencies to achieve sustainability within 20 years. As part of this process, the Department of Water Resources (DWR), via the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, has identified and prioritized groundwater basins throughout the state. Based on the priority designation, local agencies may form Groundwater Sustainability Agencies (GSAs), tasked with developing Groundwater Sustainability Plans (GSPs) within a certain time frame. The SGMA requires GSAs in high and medium priority basins to develop GSPs, while GSAs in low and very low priority basins are encouraged, but not required, to do so. With the adoption of these plans, potential changes to local groundwater management practices may affect your property. Any concerns should be directed to your local Planning Department, Groundwater Management Agency, and other related agencies.

Further information on the SGMA can be found at the following sites: <a href="https://www.waterboards.ca.gov/water-issues/programs/sgma/docs/resources/dom-well-brchr.pdf">https://www.waterboards.ca.gov/water-issues/programs/sgma/docs/resources/dom-well-brchr.pdf</a>



## PROPERTY TAX RECORDS

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

Based on Property I.D.'s research of available tax records from Los Angeles County the following determinations are made:

## PROPERTY TAX BILL SUMMARY

## Tax Totals for the 2023-2024 tax year:

Mello-Roos Total: 0.00

Direct Charge (Special Assessment/1915) Total: \$321.46

Variable (Ad Valorem) Tax Total: \$2,520.36

at the variable tax rate of 1.199398%

2023-2024 Property Tax Bill Total:\* \$2,841.82

\*The Annual Tax Total amount represents the total property tax fees on the subject property as billed at the beginning of the listed tax year. The levies and amounts listed in this report are based on the levies and property valuation on record at the beginning of the listed tax year. Items not found on the property tax bill provided by the county for the listed tax year, and/or deferred items, may not be found in this report. (Property I.D. reserves the right to update these records during the course of the tax year, at Property I.D.'s discretion.)

**NOTE:** The taxes listed are for the tax year shown above. The amounts and levies are subject to change pursuant to the purchase price of the property, changes to the assessed value, changes due to a recent sale/flip of the property, or changes in the tax rolls. Some supplemental tax bills and/or penalty fees may not be included in this report. **To see an estimate of the future taxes based on purchase price, please click the Property I.D. Future Tax Estimator below.** 

Property I.D. Future Tax Estimator

## PROPERTY TAX BILL DETAILS

## Mello-Roos Community Facilities District Levies - Details

## **Notice of Special Tax**

# SUBJECT PROPERTY DOES NOT CURRENTLY HAVE MELLO-ROOS TAXES LEVIED AGAINST IT

The **Mello-Roos** Community Facilities District Act, enacted in 1982, allows local governments to create tax districts to finance infrastructure, services, and public facilities such as sewers, parks, electrical upgrades, etc. Establishing a Mello-Roos tax requires a 2/3 majority vote. The electors in a Mello-Roos vote consist of the registered voters in the new tax district, provided the district contains at least 12 registered voters. Otherwise, the qualified electors are the land owners within the district, with each land owner entitled to one or more voters based on the amount of land owned within the district. In some cases, there may be a single owner or developer voting.

Note: By voter approval new Mello-Roos taxes may be levied against this property in the future. Items not found on the property tax bill provided by the county for the listed tax year, and/or deferred items, may not be found in this report.

# <u>Direct Charge (Special Assessment/1915 Bond Act) Levies - Details</u> <u>Notice of Special Assessment</u>

### SUBJECT PROPERTY IS LOCATED IN A SPECIAL TAX ASSESSMENT DISTRICT

**Special Assessments** are taxes levied against parcels for public projects in which the amount of the charge is based on the benefit of the project to the parcel. Assessments based on the 1915 Bond Act are among special assessments, and are generally used to fund public improvement projects such as streets and sewer systems.

Note: By voter approval new Special Assessment taxes may be levied against this property in the future. Items not found on the property tax bill provided by the county for the listed tax year, and/or deferred items, may not be found in this report.

Code	Description	Contact	Phone	Amount
00177	SAFE CLEAN WATER	LA COUNTY, DEPT OF PUBLIC WORKS	(833)275-7297	\$141.10
00170	TRAUMA/EMERG SRV	LA COUNTY, DEPARTMENT OF HEALTH SERVICES	(866)587-2862	\$56.95
03071	FLOOD CONTROL	LA COUNTY, DEPT OF PUBLIC WORKS - FCD	(626)979-5498	\$32.72
18869	LA STORMWATER	CITY OF LOS ANGELES - DEPT OF PUBLIC WORKS	(213)485-2294	\$26.08
18850	LACITY PARK DIST	CITY OF LOS ANGELES - DEPT OF PUBLIC WORKS	(213)485-4795	\$24.73
03694	RPOSD MEASURE A	LA COUNTY, REGIONAL PARK & OPEN SPACE DIST.	(833)265-2600	\$20.61
06181	LACO VECTR CNTRL	SCI CONSULTING GROUP	(800)273-5167	\$19.27

Direct Charge (Special Assessment/1915) Total: \$321.46

# <u>Property Value Adjusted (Ad Valorem) Levies - Details</u> SUBJECT PROPERTY IS SUBJECT TO AD VALOREM TAXES

**Ad Valorem** taxes, also known as "Rate-Based Taxes" are charges calculated as a percentage of the total value of real property, including improvement and land values as determined by the county assessor. California's standard 1% property tax is included among these rate based taxes.

Note: By voter approval new Ad Valorem taxes may be levied against this property in the future.

Code	Description	Contact	Phone	Rate	Amount
00100	TOTAL AV TAXES INCLUDING PROP. 13 STANDARD 1% TAX AND ALL SPECIAL ASSESSMENTS	LOS ANGELES COUNTY AUDITOR	(213)974-8301	1%	\$2101.36*
88873	LA USD DS 17 REF SER A (MEAS K)	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.021394%	\$44.96*
80586	LA CCD DS 2016, SER C-1	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.013989%	\$29.40*
88862	LA USD DS 2014 REF BOND, SER C	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.011821%	\$24.84*

Code	Description	Contact	Phone	Rate	Amount
18801	CITY-LOS ANGELES TD #1	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.011448%	\$24.06*
88876	LA USD DS 2008,SER B-1 (2018)	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.008234%	\$17.30*
80588	LA CCD DS 2008, SER M	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.007959%	\$16.72*
80591	LA CCD DS 2022, SER A-2	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.007590%	\$15.95*
88885	LA USD DS SER RYQ (2020-B)	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.007270%	\$15.28*
80584	LA CCD DS 2020 REF BDS	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.006739%	\$14.16*
88789	LA USD DS 2005, SER H (QSCBS)	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.005685%	\$11.95*
88898	LA USD DS SER QRR(2023) MEAS Q	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.005336%	\$11.21*
88870	LA USD DS 2016 REF BONDS SER A	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.005208%	\$10.94*
80573	LA CCD DS 2015 REF, SER A	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.004694%	\$9.86*
88799	LA USD MEAS Y, 2010 SER RY BABS	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.004677%	\$9.83*
88793	LA USD DS MEAS Y,09 SER KRY BABS	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.004154%	\$8.73*
88896	LA USD DS MEAS RR, SER B (2022)	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.003852%	\$8.09*
88868	LA USD DS 2015 REF BONDS, SER A	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.003560%	\$7.48*
80592	LA CCD DS 2022, SER B	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.003561%	\$7.48*
80575	LA CCD DS 2015 REF, SER C	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.003506%	\$7.37*
31030	CITY OF LA AREA REMAINDER-1104	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.003500%	\$7.35*
88884	LA USD MEAS Q, 2020 SER RYQ	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.003438%	\$7.22*
88861	LA USD DS 2014 REF BOND,SER B	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.003355%	\$7.05*
88879	LA USD DS 19 REF,04 S I (MEAS R)	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.003350%	\$7.04*
88889	LA USD 21RF SR A PRP BB 11 RF A1	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.003094%	\$6.50*
80590	LA CCD DS 2022, SER A-1	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.002985%	\$6.27*
88798	LA USD MEAS R, 2010 SER RY BABS	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.002889%	\$6.07*

Code	Description	Contact	Phone	Rate	Amount
88891	LA USD 21RF SR A MEAS Q SR A 16	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.002696%	\$5.67*
80567	LA CCD DS 08,2010 TX SR E (BABS)	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.002383%	\$5.01*
88871	LA USD DS 2016 REF BONDS SER B	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.002047%	\$4.30*
88872	LA USD DS 17 REF SER A (PROP BB)	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.002034%	\$4.27*
88863	LA USD DS 2014 REF BOND, SER D	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.001951%	\$4.10*
88792	LA USD DS MEAS R,09 SER KRY BABS	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.001867%	\$3.92*
88894	LA USD DS SER RYRR(2021) MEAS RR	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.001726%	\$3.63*
88855	LA USD 2005,2010 SER J-1 (QSCBS)	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.001687%	\$3.55*
88878	LA USD DS 19 REF,02 S D (MEAS K)	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.001510%	\$3.17*
80577	LA CCD DS 2008, SER J	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.001500%	\$3.15*
88887	LA USD 20 RF SR A MS R 10 SR KRY	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.001423%	\$2.99*
88899	LA USD DS SER QRR(2023) MEAS RR	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.001384%	\$2.91*
88869	LA USD DS 2008 SER A (2016)	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.001142%	\$2.40*
80576	LA CCD DS 2008, SER I	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.001130%	\$2.37*
88786	LA USD DS MEAS K, 09 SR KRY BABS	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.001029%	\$2.16*
80581	LA CCD DS 2008, SER K	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000936%	\$1.97*
88880	LA USD DS 19 REF,05 S F (MEAS Y)	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000907%	\$1.91*
88874	LA USD DS 2005,SER M-1 (2018)	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000875%	\$1.84*
88856	LA USD 2005,2010 SER J-2 (QSCBS)	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000859%	\$1.81*
88883	LA USD MEAS Y, 2020 SER RYQ	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000863%	\$1.81*
80571	LA CCD DS 2008, SER G	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000721%	\$1.52*
88892	LA USD DS SER RYRR(2021) MEAS R	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000713%	\$1.50*
80566	LA CCD DS 2008, 2010 TXBL SER D	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000710%	\$1.49*

Code	Description	Contact	Phone	Rate	Amount
80578	LA CCD DS 2016 REF BDS	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000692%	\$1.45*
88886	LA USD 20 RF SR A MS K 10 SR KRY	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000642%	\$1.35*
88897	LA USD DS SER QRR(2022) MEAS Q	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000594%	\$1.25*
80565	LA CCD DS 2008, 09 TXBL SER B	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000479%	\$1.01*
80574	LA CCD DS 2015 REF, SER B	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000447%	\$0.94*
88893	LA USD DS SER RYRR(2021) MEAS Y	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000404%	\$0.85*
88888	LA USD 20 RF SR A MS Y 10 SR KRY	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000378%	\$0.79*
88882	LA USD MEAS R, 2020 SER RYQ	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000171%	\$0.36*
80555	L.A. CCD DS 2003 SER 2004B	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000148%	\$0.31*
80589	LA CCD DS 2016, SER D	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000050%	\$0.11*
80556	L.A. CCD DS 2001 SER 2004A	LOS ANGELES COUNTY AUDITOR	(213)974-8301	0.000012%	\$0.03*

Variable (Ad Valorem) Tax Total: \$2,520.36 @ 1.199398%

#### DISCUSSION:

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR PURCHASING THIS PROPERTY. If this property is within the above-named assessment district(s), the assessment district(s) issued bonds to finance the acquisition or construction of the certain public improvements that are of direct and special benefit to property within the assessment districts. The bonds will be repaid from annual assessment installments on the property within the assessment districts. If this property is subject to annual assessment installments, the assessment districts will appear on the property tax bills, in addition to the regular property taxes and any other charges and levies that will be listed on the property tax bill. Assessment installments will be collected each year until the assessment bonds are repaid. These facilities may not yet have all been constructed or acquired and it is possible that some may never be constructed or acquired. If you fail to pay this tax when due each year, the property may be foreclosed upon and sold. The tax is used to provide public facilities and/or services that are likely to particularly benefit the property. YOU SHOULD TAKE THIS TAX AND THE BENEFITS FROM THE PUBLIC FACILITIES AND SERVICES FOR WHICH IT PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY. By signing the NHDS and Disclosure Report Receipt, Buyer(s) ACKNOWLEDGE THAT BUYER(S) HAVE RECEIVED A COPY OF THIS NOTICE. BUYER(S) UNDERSTAND THAT BUYER(S) MAY TERMINATE THE CONTRACT TO PURCHASE OR DEPOSIT RECEIPT AFTER RECEIVING THIS NOTICE FROM THE OWNER OR AGENT SELLING THE PROPERTY. THE CONTRACT MAY BE TERMINATED WITHIN THREE DAYS IF THE NOTICE WAS RECEIVED IN PERSON OR WITHIN FIVE DAYS AFTER IT WAS DEPOSITED IN THE MAIL BY GIVING WRITTEN NOTICE OF THAT TERMINATION TO THE OWNER OR AGENT SELLING THE PROPERTY. This disclosure notice is made pursuant to Government Code Sections 53340.2, 53754 and Civil Code Section 1102.6b and satisfies the 1915 Bond and Special Assessment disclosure requirements.

<sup>\*</sup>This amount represents the fees based on the property valuation as listed in the identified tax records as of the beginning of the identified tax year. This amount is subject to change pursuant to the purchase price of the property and/or changes to the assessed value and does not include supplemental tax bills. Items not found on the property tax bill provided by the county for the listed tax year, and/or deferred items, may not be found in this report.

Note: The applicable county tax assessor/collector and Property I.D. update their Tax Assessment information yearly or quarterly. Only Assessments that were levied against properties at the time Property I.D. obtained the tax records are disclosed. This information is subject to change and Property I.D. is not responsible for any changes that may occur. No study of the public records was made by Property I.D. to determine the presence of any other tax or assessment. The above explanation of Special Assessments is intended to be general in nature and is not a substitute for a tax bill, title report or title insurance. Detailed information may be available by contacting the agency that administers the Special Assessment. If detailed information is desired, Property I.D. recommends that an appropriate professional consultant be retained.

In some cases (including some condos, mobile homes, and new subdivisions), the tax roll data disclosed may represent the entire amount for the main parcel when the individual parcels have not been segregated. In other cases, taxes levied on the main parcel may not show up on bills for the individual units, but paid for via HOA dues or other fees.

## NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL

California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes. The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any question concerning this matter, please call your local Tax Collector's Office.

Note: This is a notice to you that the County Assessor will revalue the property and you will be responsible for paying the taxes due according to the reassessed value. It is not a disclosure of actual supplemental property taxes. If the subject property has recently sold, after the closure of the tax roll for the tax year noted above, the supplemental tax estimate may change, and should be verified with the County.

To see an estimate of the supplemental tax bills based on purchase price, please click below.

Property I.D. Future Tax Estimator

## GENERAL NOTICE OF TRANSFER FEE DISCLOSURE

Some properties may be affected by transfer fees. In the event that the property being transferred is subject to a transfer fee, the transferor is required to make this disclosure. A transferor may request the title company that issued the preliminary title report to provide copies of the documents for review in order for the transferor to determine if the property being transferred is subject to a transfer fee.

A "transfer fee" is any fee payment requirement imposed within a covenant, condition or restriction (CC&R), contained in any deed, contract, security instrument, or other document affecting the transfer or sale of, or any interest in, real property that requires a fee be paid upon transfer of the real property.

If the property being transferred is subject to a transfer fee, the transferor shall provide, at the same time as the transfer disclosure statement is provided, an additional disclosure that includes (1) notice that payment of a transfer fee is required upon transfer of the property; (2) the amount of the fee required for the asking price of the real property and a description of how the fee is calculated; (3) notice that the final amount of the fee may be different if the fee is based upon a percentage of the final sale price; (4) the entity to which funds from the fee will be paid; (5) the purpose for which the funds from the fee will be used; (6) the date or circumstances under which the obligation to pay the transfer fee expires, if any.

You may wish to investigate and determine whether the imposition of a transfer fee, if any, is acceptable to you and your intended use of the property before you complete your transaction.

### ACCELERATED FORECLOSURE NOTICE

It is extremely important that the real property tax bill be paid on time to prevent accelerated foreclosure. If this property is part of a Mello-Roos District (Community Facilities District), a 1915 Act Assessment District, or certain other special financing districts, it may be subject to accelerated foreclosure. Even though the County must wait five years to foreclose on a property because of delinquent taxes, unpaid Mello-Roos and Assessment districts can begin foreclosure proceedings 150-180 days after one of their tax charges becomes delinquent. If the real property

is subject to such an assessment and the taxes are not paid promptly, the real property may be foreclosed upon and sold at public auction on an expedited basis.

# PROPOSITION 19: THE HOME PROTECTION FOR SENIORS, SEVERELY DISABLED, FAMILIES, AND VICTIMS OF WILDFIRE OR NATURAL DISASTERS ACT

On November 3, 2020, California voters approved Proposition 19. This amendment to California Constitution Article XIII A provides for property tax savings for taxpayers in several exclusion and base year value transfer areas. Beginning on and after April 1, 2021, an owner of a primary residence who is over 55 years of age, severely disabled, or a victim of a wildfire or natural disaster, is allowed to transfer the taxable value, defined as the base year value plus inflation adjustments, of their primary residence to a replacement primary residence located anywhere in the state, regardless of the location or value of the replacement primary residence, that is purchased or newly constructed as that person's principal residence within 2 years of the sale of the original primary residence. The measure would limit a person who is over 55 years of age or severely disabled to 3 transfers under these provisions. Proposition 19 also includes provisions modifying the transfer of property exclusions within families, previously defined under Propositions 58/193.

For further information, visit the State Board of Equalization's Prop. 19 page at <a href="https://www.boe.ca.gov/prop19">https://www.boe.ca.gov/prop19</a>.

## METHAMPHETAMINE & FENTANYL CONTAMINATION

Methamphetamine and Fentanyl use and production are growing throughout the State of California. Properties may be contaminated by hazardous chemicals used or produced in the manufacture of methamphetamine or fentanyl where those chemicals remain and where the contamination has not been remediated. Once the methamphetamine or fentanyl laboratories have been closed, the public may be harmed by the material and residues that remain.

Because the methamphetamine and fentanyl manufacturing processes lead to chemical contamination, the Methamphetamine or Fentanyl Contaminated Property Cleanup Act requires a property owner to disclose in writing to a prospective buyer if local health officials have issued an order prohibiting the use or occupancy of a property contaminated by methamphetamine or fentanyl laboratory activity. The owner must also provide the buyer with a copy of the pending order to acknowledge receipt in writing. Property owner(s) must retain a methamphetamine laboratory site remediation firm that is an authorized contractor meeting certain requirements, as defined, to remediate the contamination caused by a methamphetamine or fentanyl laboratory activity. Civil penalties up to \$5,000 can be imposed upon a property owner who does not provide a notice or disclosure required by the act, or upon a person who violates an order issued by the local health officer prohibiting use or occupancy of a property contaminated by a methamphetamine or fentanyl laboratory activity. In addition, local health and law enforcement agencies are required to take specified action, including the filing of a lien against a property for cleanup of the contamination.

Realtors and Property I.D. do not have the requisite expertise to determine the need for testing or cleanup of methamphetamine or fentanyl contamination and cannot verify the information provided about such contamination by others.

## **MEGAN'S LAW - SEX OFFENDER DATABASE**

Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet website maintained by the Department of Justice at <a href="https://www.meganslaw.ca.gov">www.meganslaw.ca.gov</a>. This site provides access to information on persons required to register in California as sex offenders. Specific home addresses are displayed for many offenders in the California communities; as to these persons, the site displays the last registered address reported by the offender. Additional offenders are included on the site with listing by ZIP Code, city, and county. Information on other offenders is not included on this site, but is known to law enforcement personnel.

The California Legislature has created this statewide website to enable the public to secure information regarding the location of registered sex offenders. Anyone who is interested in this information should go on-line at <a href="https://www.meganslaw.ca.gov">www.meganslaw.ca.gov</a> prior to removing their inspection contingency. Brokers and Property I.D. cannot and will not verify the information provided by the Government. Neither Brokers nor Property I.D. make any representations or guarantees as to the timeliness or accuracy of the information supplied at this website.

(continued)

## **DEATH ON PROPERTY DISCLOSURE**

Per California Civil Code Section 1710.2, if a death has occurred on a property within three years of an offer to purchase, lease, or rent the property, it shall be considered a material defect, and must be disclosed to the transferee. An exception to this code shall be made for deaths from acquired immune deficiency syndrome (AIDS) as per Federal law, it is illegal to disclose the HIV-positive status of an individual, which includes disclosure of death from complications of said disease.

California Civil Code Section 1710.2 goes on to note that beyond the exception above, the code shall not be construed to immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property.

California Civil Code 1710.2:

http://leginfo.legislature.ca.gov/faces/codes\_displaySection.xhtml?sectionNum=1710.2.&lawCode=CIV

## **MOLD NOTICE**

Mold is a kind of microscopic organism found nearly everywhere, indoors and outdoors, wherever moisture is present. Mold growing on surfaces can look like a stain, be fuzzy or slimy, in a variety of patterns. Typically, mold is white, gray, brown, or black, but can also be green, red, or other colors. To grow and reproduce, mold only needs moisture and organic matter, such as leaves, wood, paper, or even dust.

As organic matter is present in nearly any home, prospective purchasers are advised to thoroughly inspect the property for signs of mold, excessive moisture, water leaks, and evidence of previous water damage. Musty odors can be a sign of current or prior mold presence, and should mold be found, remediation should be completed. Without remediation, mold exposure can lead to a multitude of health problems, such as hay fever, asthma, and respiratory infections.

For more information on Mold and Moisture in the home, please see the government booklet "Mold in My Home: What Do I Do?", for which a link is included at the end of this report on the "Government Booklets, Handouts, and Safety Guides" page.

Note: Realtors and Property I.D. do not have the requisite expertise to determine the need for testing or cleanup of mold contamination and cannot verify the information provided about such contamination by others.

## **ABANDONED WELLS**

The Department of Water Resources estimates that there are approximately 750,000 water wells scattered throughout the State of California - some of these wells are abandoned. Wells that have been abandoned pose a serious threat to the safety of humans, especially children, and to animals. Section 24400 of the California Health and Safety Code requires that abandoned excavations be fenced, covered, or filled. In addition, abandoned wells may act as conduits for the contamination of groundwater since inadequately constructed wells provide a physical connection between sources of pollution and useable water.



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## **RADON NOTICE**

Radon is a naturally occurring colorless, odorless radioactive gas formed by the natural disintegration of uranium in soil, rock and ground water as it radioactively transmutes to form stable lead.

Radon gas forms from the decay of radioactive elements at depth. Air pressure inside a building is usually lower than pressure in the soil around the building's foundation. Because of this difference in pressure, buildings can act like a vacuum, drawing radon in through foundation cracks and other openings. As cracks develop in rocks, radon gas can rise into the local ground water and may also be present in well water and can be released into the air in buildings when water is used for showering and other household uses. In most cases, radon entering a building through water is a small risk compared with radon entering a building from the soil. In a small number of homes, the building materials can give off radon, although building materials alone rarely cause radon problems. The Surgeon General has warned that radon is the second leading cause of lung cancer in the United States. Only smoking causes more lung cancer deaths. Smokers that live in homes with high radon levels, are at an especially high risk for developing lung cancer.

The U.S. Environmental Protection Agency's (EPA) action level for indoor radon levels is 4 pCi/L, at which homes should be fixed. Even at lower levels Radon can still be dangerous, so the EPA recommends homeowners consider fixing their homes when the radon levels are between 2 pCi/L and 4 pCi/L.

The only way to determine radon levels for a specific property is by testing. For further information about radon testing and mitigation, contact the California Department of Public Health at <a href="https://www.cdph.ca.gov/Programs/CEH/DRSEM/Pages/EMB/Radon/Radon.aspx">https://www.cdph.ca.gov/Programs/CEH/DRSEM/Pages/EMB/Radon/Radon.aspx</a>, The National Environmental Health Association (NEHA) at <a href="http://www.neha.org">http://www.neha.org</a>, and the National Environmental Radon Safety Board (NRSB) at <a href="http://www.nrsb.org">http://www.nrsb.org</a>.

## WELL STIMULATION TREATMENTS NOTICE: HYDRAULIC FRACTURING

Hydraulic fracturing, (also known as hydrofracturing, "fracking", or "fracing") is the process of creating small cracks, or fractures, in underground geological formations to allow oil or natural gas to flow into the wellbore and thereby increase production. Prior to initiating hydraulic fracturing, engineers and geologists study and model the physical characteristics of the hydrocarbon bearing rock formations, including the formation permeability, porosity, and thickness. Using this information, the well operator designs the process to keep the resulting fractures within the target formation.

In order to regulate well stimulation treatments such as hyrdraulic fracturing, California Senate Bill 4 was signed into law on September 20, 2013. On December 30, 2014 the California Office of Administrative Law approved the formal rulemaking process for Well Stimulation Treatment Regulations, which went into effect on July 1, 2015. Senate Bill 4 regulates the entire process from permits to disclosure of chemicals used in fracturing process to closure of the well.

For further information on SB4, Well Stimulation Treatment Locations, and many other issues surrounding well stimulation in California, please see the Division of Oil, Gas & Geothermal Resources Well Stimulation Page at <a href="https://www.conservation.ca.gov/calgem/Pages/WST.aspx">https://www.conservation.ca.gov/calgem/Pages/WST.aspx</a>.

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## **CARBON MONOXIDE DEVICES**

Pursuant to the Carbon Monoxide Poisoning Prevention Act of 2010, carbon monoxide detectors must be installed in every dwelling unit intended for human occupancy. Carbon monoxide is a gas produced when any fuel is burned, such as gas, oil, kerosene, wood, or charcoal. Because it is not possible to see, taste, or smell it, carbon monoxide can kill in minutes at high levels. Carbon monoxide detectors are similar to smoke detectors in that they will signal detection of carbon monoxide in the air. These carbon monoxide detectors should be installed outside of each separate sleeping area in the immediate vicinity of bedrooms, on every level including basements within which fuel fired appliances are installed, and in dwellings that have attached garages.

Links to additional information on carbon monoxide:

U.S. EPA, An Introduction to Indoor Air Quality (IAQ), Basic Information on Pollutants and Sources of Indoor Air Pollution, Carbon Monoxide

http://www.epa.gov/iaq/co.html

Center for Disease Control and Prevention (CDC), Carbon Monoxide Poisoning

http://www.cdc.gov/co

American Lung Association, Carbon Monoxide Indoors

https://www.lung.org/clean-air/at-home/indoor-air-pollutants/carbon-monoxide

Consumer Product Safety Commission (CPSC), Carbon Monoxide Questions and Answers

 $\underline{http://www.cpsc.gov/en/Safety-Education/Safety-Education-Centers/Carbon-Monoxide-Information-Center/Carbon-Monoxide-Questions-and-Answers-/$ 

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## NATURAL GAS AND HAZARDOUS LIQUID PIPELINES

### 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 <a href="http://www.npms.phmsa.dot.gov/">http://www.npms.phmsa.dot.gov/</a>. 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, some of which are included below. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

SoCalGas Natural Gas Pipeline Maps:

https://www.socalgas.com/stay-safe/pipeline-and-storage-safety/natural-gas-pipeline-map

PG&E Gas Transmission Line Maps:

http://www.pge.com/en/safety/systemworks/gas/transmissionpipelines/index.page

SDG&E Natural Gas Pipeline Maps: http://regarchive.sdge.com/safety/naturalgas/map.shtml

This notice is made pursuant to Section 2079.10.5 to the California Civil Code which provides that upon delivery of this notice to the transferee of the real property, the seller or broker is not required to provide information in addition to that contained in this notice regarding gas and hazardous liquid transmission pipelines. The information in this notice shall be deemed to be adequate to inform the transferee about the existence of a statewide database of the locations of gas and hazardous liquid transmission pipelines and information from the database regarding those locations. Nothing in this section shall alter any existing duty under any other statute or decisional law imposed upon the seller or broker, including, but not limited to, the duties of a seller or broker under this article, or the duties of a seller or broker under Article 1.5 (commencing with Section 1102) of Chapter 2 of Title 4 of Part 4 of Division 2.

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## WATER CONSERVING PLUMBING FIXTURES

**For All Real Estate Sales - Residential and Commercial:** On and after January 1, 2017, a seller or transferor of single-family residential real property, multifamily residential real property, or commercial real property shall disclose to a purchaser or transferee, in writing, specified requirements for replacing plumbing fixtures, and whether the real property includes non-compliant plumbing fixtures.

**For All Single Family Residences:** On or before January 1, 2017, all non-compliant plumbing fixtures in any single-family residential real property shall be replaced by the property owner with water-conserving plumbing fixtures.

**For Commercial and Multifamily Residences:** On or before January 1, 2019, all non-compliant plumbing fixtures in multifamily residential real property and commercial real property, as defined, be replaced with water-conserving plumbing fixtures.

**For Building Alterations - Single Family Residences:** On and after January 1, 2014, for all building alterations or improvements to single-family residential real property, water-conserving plumbing fixtures shall replace other noncompliant plumbing fixtures as a condition for issuance of a certificate of final completion and occupancy or final permit approval by the local building department.

**For Building Alterations - Commercial and Multifamily Residences:** On and after January 1, 2014, for specified building alterations or improvements to multifamily residential real property and commercial real property, water-conserving plumbing fixtures shall replace other non-compliant plumbing fixtures as a condition for issuance of a certificate of final completion and occupancy or final permit approval by the local building department.

California Civil Code Sections 1101.1 et seq.

## NOTICE OF DUCT SEALING REQUIREMENTS

The California Energy Commission's ("CEC") duct sealing requirements, applicable to all climate zones in California per California Code of Regulations, Title 24, are in effect for all residential and non-residential properties. If a central air conditioner or furnace is installed or replaced, mandatory duct system sealing and leakage testing is required. Alterations and additions to ducted systems in existing buildings in all climate zones are also required to comply with applicable maximum leakage criteria. If significant leakage is found, repairs may be required to seal the ducts, with additional testing required to confirm the work was done properly. It is strongly recommended that all of this work be done by licensed contractors who should obtain all required permits. These current duct sealing requirements may impact a Seller's disclosure obligations and/or any negotiations between principals regarding replacing heating, ventilating and air conditions (HVAC) systems. These requirements may increase the costs associated with replacing or installing an HVAC system. For further information, visit:

https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency

15 SEER - Seasonal Energy Efficiency Ratio is the Federal Government's minimum standard efficiency rating in California for heating, ventilating, air conditioning, and heat pumps. The US Department of Energy requires central air conditioners and heat pumps to meet an efficiency rating of 15 SEER in the Southwest. For further information contact the California Energy Commission at 800-772-3300.

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## NOTICE OF ASSEMBLY BILL 1482: TENANT PROTECTION ACT OF 2019

As of January 1, 2020, the State of California has implemented <u>AB 1482</u>, a statewide tenancy and rent control law, requiring "just cause" to terminate a tenancy, and limiting annual rent increases.

#### **Tenancy**

This bill would, with certain exceptions, prohibit an owner from terminating a tenancy without just cause when the tenant has continuously and lawfully occupied the residential real property for 12 months. This bill would not apply to residential real property subject to a local ordinance requiring just cause for termination adopted on or before September 1, 2019, or to residential real property subject to a local ordinance requiring just cause for termination adopted or amended after September 1, 2019, that is more protective than these provisions. The bill would void any waiver of the rights under these provisions. The bill would repeal these provisions as of January 1, 2030.

#### **Rent Increases**

This bill would prohibit an owner of residential real property from, over the course of any 12-month period, increasing the gross rental rate for a dwelling or unit more than 5% plus the percentage change in the cost of living, or 10%, whichever is lower, subject to specified conditions. The bill would prohibit an owner of a unit of residential real property from increasing the gross rental rate for the unit in more than 2 increments over a 12-month period, after the tenant remains in occupancy of the unit over a 12-month period. The bill would exempt certain properties from these provisions. The bill would void any waiver of the rights under these provisions.

#### **Disclosure Requirement**

Depending on the property type, property age, date of tenancy, ownership status, and other considerations, property owners must provide notification to tenants of the provisions of AB 1482, and their rights under the law. The text of these disclosures can be found in the text of the law.

Complete Text: AB 1482

## CALIFORNIA WATERWAY SETBACK REQUIREMENTS

Creeks and streams are valuable resources providing pollutant removal, drainage, flood control, and necessary riparian habitats important to several species of plants and animals. With the numerous benefits provided by healthy waterways, regulating development near streams and other waterways in order to reduce the environmental impact has become an important part of watershed management throughout the state.

While the State of California provides its own set of regulations regarding development near streams and other protected waterways, several cities and counties have added their own stream protection ordinances to the local general plan or municipal code. It is important to check with your local regulatory agency to see what types of rules and regulations your property may be subject to regarding development, expansion, or even land use in relation to streams and other watershed features on or near your property.

# RESIDENTIAL GOVERNMENT BOOKLETS, HANDOUTS, AND SAFETY GUIDES FOR

### RESIDENTIAL PROPERTIES IN CALIFORNIA

The booklets listed below are prepared by governmental entities and are provided as links in the body of the original email sent by Property I.D. when delivering the report electronically, and as a printed booklet when a hardcopy report delivery is requested with the your NHD order. The booklets contain important information about various topics including radon, mold, lead hazards, environmental hazards, earthquake safety, and energy conservation. You can obtain another copy of these important booklets for free by clicking on the links below, or by going to <a href="https://propertyid.com/government-booklets">https://propertyid.com/government-booklets</a>.

## **CALFIRE Defensible Space (© 2020)**

https://www.readyforwildfire.org/wp-content/uploads/DefensibleSpaceFlyer.pdf

## **CALFIRE Low Cost Retrofit List (© 2020)**

http://www.readyforwildfire.org/wp-content/uploads/Low-cost-Retrofit-List-Final.pdf

## **Home Energy Rating Guide (© 2011)**

https://propertyid.com/government-booklets

## California Homeowner's Guide to Earthquake Safety (© 2020)

https://propertyid.com/government-booklets

## Department of Health Services Residential Environmental Hazards (© 2011)

https://propertyid.com/government-booklets

### EPA Lead in Your Home (© 2021)

https://propertyid.com/government-booklets

### Department of Health Services Mold FAQ (© 2016)

https://propertyid.com/government-booklets

Note: Your signature on the NHDS Report Receipt page is sufficient to acknowledge delivery/receipt of the safety guides mentioned above. However, if you require a separate signature page, acknowledging receipt of these guides, one is available from the Property I.D. website: <a href="https://propertyid.com/government-booklets">https://propertyid.com/government-booklets</a>

## **ENVIRONMENTAL HAZARDS REPORT**

For 829 EL PASO DR, LOS ANGELES, CA 90042 APN: 5477-026-008

This Environmental Hazards Report provides information on known, existing and historic hazardous substance contaminated sites that may be on or near the Subject Property, as listed by the Environmental Protection Agency and/or other specified regulatory bodies.

## **RECORDS SUMMARY**

	Mapped Sites				
Туре	Description	Regulatory Info	# Sites		
NPL/SEMS	National Priorities List / Superfund Enterprise Management System	EPA	0		
RCRA	Resource Conservation and Recovery Act	EPA	6		
ENVIROSTOR	Hazardous Substance Contamination Sites, Site Mitigation & Brownfield Reuse Program Sites	CA Department of Toxic Substances Control	1		
SWIS	Solid Waste Information System	CalRecycle	1		
GEOTRACKER	Underground Storage Tanks, Department of Defense Site Cleanup Program, Land Disposal Sites	CA Water Resources Control Board	0		

Unmapped Sites				
Туре	Description	Regulatory Info	# Sites	
NPL/SEMS - Unmapped	National Priorities List / Superfund Enterprise Management System	EPA	2	
RCRA - Unmapped	Resource Conservation and Recovery Act	EPA	2	
ENVIROSTOR - Unmapped	Hazardous Substance Contamination Sites, Site Mitigation & Brownfield Reuse Program Sites	CA Department of Toxic Substances Control	0	
SWIS - Unmapped	Solid Waste Information System	CalRecycle	0	
GEOTRACKER - Unmapped	Underground Storage Tanks, Department of Defense Site Cleanup Program, Land Disposal Sites	CA Water Resources Control Board	0	

# NPL/SEMS Site Details

The SEMS is the Superfund Enterprise Management System that contains information on hazardous waste sites, potentially hazardous waste sites and remedial activities across the nation. SEMS is based on the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as Superfund, enacted by Congress on December 11, 1980. The database includes sites that are on the National Priorities List (NPL), proposed for the NPL, partially and/or fully deleted from the NPL. The NPL is the Environmental Protection Agency's (EPA) database of uncontrolled or abandoned hazardous waste sites identified for remedial actions under the Superfund program. A site must meet or surpass a predetermined hazard ranking system (HRS) score to be eligible for placement on the NPL. Only sites on the NPL are eligible for Superfund Trust Fund-financed remedial actions. More information can be obtained from <a href="https://www.epa.gov/superfund">https://www.epa.gov/superfund</a>.

This report lists SEMS sites identified as being within 1 mile of Subject Property, if any are found.

\*NOTE: Properties marked as "Inactive" and/or "Archived" may have been remediated, with no further activities on site that could be subject to CERCLA, or to a state's authorized hazardous waste program. This designation has no legal significance and does not constitute a legally enforceable or binding determination about the status of a particular site or the obligations of an owner or operator.

## NO MAPPED NPL/SEMS SITES WERE FOUND IN PROXIMITY OF THE SUBJECT PROPERTY

# RCRA Site Details

RCRA is the Resource Conservation and Recovery Act, which was enacted by Congress in 1976. RCRA's primary goals are to protect human health and the environment from the potential hazards of waste disposal, to conserve energy and natural resources, to reduce the amount of waste generated, and to ensure that wastes are managed in an environmentally sound manner. Specifically, RCRA regulates the management of hazardous wastes from the point of origin to the point of final disposal. Additional information is available at <a href="https://www.epa.gov/rcra">https://www.epa.gov/rcra</a>.

This report lists RCRA sites identified as being within 1/2 mile of Subject Property, if any are found.

\*NOTE: Properties marked as "Inactive" have been removed from this report, and may have been remediated, with no further activities on site subject to the Resource Conservation and Recovery Act, Subtitle C, or to a state's authorized hazardous waste program. This designation has no legal significance and does not constitute a legally enforceable or binding determination about the status of a particular site or the obligations of an owner or operator. Please contact us for more information on "Inactive" sites.

Active Site Activities: Handler activities

## RCRA Site Details

RCRA SITE ID: CAC003017357			
Bob Mcleod	Distance: 0.3 mi		
5149 Irvington Pl	Direction: NE		
Los Angeles, CA, 90042	Lat, Lon: 34.1158, -118.2045		
<b>Land Type:</b> Not provided, though not located on indian land	Owner Type: Other		
Owner/Operator: Bob Mcleod	Operator Type:		
Generator Status: Not a generator	<b>Environmental Controls:</b> Environmental controls not in place		
<b>Institutional Controls:</b> Institutional controls not in place	<b>Human Exposure Controls:</b> Insufficient information to determine if human exposure under control		
<b>Ground Water Controls:</b> Insufficient information to determine if groundwater controls in place	Activity Status: Active		
Industrial Activity Classification: All other waste m	anagement services		
Hazardous Waste Type:			
Used Oil Type:			
<b>Misc Site Activities:</b> Haz waste transporter, on site universal waste destination, universal waste generator or receiver			

Active Site Activities: Handler activities

## RCRA Site Details

RCRA SITE ID: CAC003020244			
Golden Lion Construction Trades	Distance: 0.4 mi		
1063 N. El Paso Dr.	Direction: NW		
Los Angeles, CA, 90042	Lat, Lon: 34.1165, -118.2154		
Land Type: Not provided, though not located on	Owner Type: Other		
indian land			
Owner/Operator: Francisca Gonzales	Operator Type:		
Generator Status: Not a generator	<b>Environmental Controls:</b> Environmental controls not in place		
<b>Institutional Controls:</b> Institutional controls not in place	<b>Human Exposure Controls:</b> Insufficient information to determine if human exposure under control		
<b>Ground Water Controls:</b> Insufficient information to determine if groundwater controls in place	Activity Status: Active		
Industrial Activity Classification: All other waste m	anagement services		
Hazardous Waste Type:			
Used Oil Type:			
<b>Misc Site Activities:</b> Haz waste transporter, on site universal waste destination, universal waste generator or receiver			

## RCRA Site Details

RCRA SITE ID: CAD982021636				
Lausd/ Buchanan St Elem	Distance: 0.4 mi			
5024 Buchanan St	Direction: N			
Los Angeles, CA, 90042-0000	Lat, Lon: 34.1195, -118.2063			
<b>Land Type:</b> Not provided, though not located on indian land	Owner Type: Other			
<b>Owner/Operator:</b> Los Angeles Unified School District	Operator Type:			
Generator Status: Not a generator	<b>Environmental Controls:</b> Environmental controls not in place			
<b>Institutional Controls:</b> Institutional controls not in place	<b>Human Exposure Controls:</b> Insufficient information to determine if human exposure under control			
<b>Ground Water Controls:</b> Insufficient information to determine if groundwater controls in place	Activity Status: Active			
Industrial Activity Classification: Elementary and se	econdary schools			
Hazardous Waste Type:				
Used Oil Type:				
<b>Misc Site Activities:</b> Haz waste recycler, haz waste transporter, on site universal waste destination, universal waste generator or receiver				
Active Site Activities: Handler activities				

## RCRA Site Details

RCRA SITE ID: CAC003011345			
Garvanza Properties	Distance: 0.4 mi		
5060 Baltimore Street	Direction: NE		
Los Angeles, CA, 90042	Lat, Lon: 34.1183, -118.2056		
<b>Land Type:</b> Not provided, though not located on indian land	Owner Type: Other		
Owner/Operator: Garvanza Properties	Operator Type:		
Generator Status: Not a generator	<b>Environmental Controls:</b> Environmental controls not in place		
<b>Institutional Controls:</b> Institutional controls not in place	<b>Human Exposure Controls:</b> Insufficient information to determine if human exposure under control		
<b>Ground Water Controls:</b> Insufficient information to determine if groundwater controls in place	Activity Status: Active		
Industrial Activity Classification: All other waste m	anagement services		
Hazardous Waste Type:			
Used Oil Type:			
<b>Misc Site Activities:</b> Haz waste transporter, universal destination	waste generator or receiver, on site universal waste		
Active Site Activities: Handler activities			

## RCRA Site Details

Distance: 0.4 mi		
Direction: SE		
Lat, Lon: 34.1082, -118.2048		
Owner Type: Other		
Operator Type:		
<b>Environmental Controls:</b> Environmental controls not in place		
<b>Human Exposure Controls:</b> Insufficient information to determine if human exposure under control		
Activity Status: Active		
management services		
Hazardous Waste Type:		
Used Oil Type:		
Misc Site Activities: On site universal waste destination, universal waste generator or receiver		
Active Site Activities: Handler activities		

RCRA SITE ID: CAC002967658					
Richard Lubas	Distance: 0.4 mi				
4933 Buchanan Street	Direction: N				
Los Angeles, CA, 90042	Lat, Lon: 34.1201, -118.2082				
<b>Land Type:</b> Not provided, though not located on indian land	Owner Type: Other				
Owner/Operator: Richard Lubas	Operator Type:				
Generator Status: Not a generator	<b>Environmental Controls:</b> Environmental controls not in place				
<b>Institutional Controls:</b> Institutional controls not in place	<b>Human Exposure Controls:</b> Insufficient information to determine if human exposure under control				
<b>Ground Water Controls:</b> Insufficient information to determine if groundwater controls in place	Activity Status: Active				
Industrial Activity Classification: All other waste ma	anagement services				
Hazardous Waste Type:					
Used Oil Type:					
Misc Site Activities: Haz waste transporter, on site universal waste destination					
Active Site Activities: Handler activities					

# EnviroStor Site Details

The California Department of Toxic Substances Control (DTSC) has developed the EnviroStor database system with information about sites that are known to be contaminated with hazardous substances as well as information on uncharacterized properties where further studies may reveal problems, including but not limited to, sites or facilities where DTSC is involved with site investigation or cleanup that fit the broad federal definition of brownfields. Brownfields are properties that are contaminated, or thought to be contaminated, and are underutilized due to perceived remediation costs and/or liability concerns. The EnviroStor database is used by the Site Mitigation and Brownfield Reuse Program's staff as a tool to evaluate and track activities at properties that may have been affected by the release of hazardous substances.

Further information can be found at the following locations:

http://www.envirostor.dtsc.ca.gov/public/EnviroStor%20FAQ.pdf

https://www.waterboards.ca.gov/water\_issues/programs/brownfields

This report lists EnviroStor sites identified as being within 1/2 mile of Subject Property, if any are found.

1	, 1	
EnviroStor ID: 19820046		
Aldama Elementary School Addition	Distance: 0.3 mi	
Avenue 50/Eldred Avenue	Direction: SE	
Los Angeles, CA 90042	Lat, Lon: 34.1097, -118.2047	
NPL Status: No	Site Type: School Cleanup	
Regulatory Agency: Smbrp	Site Status: Certified	
Lead Agency: Smbrp	<b>Status Date:</b> 2002-08-15	
Special Program:	Site Management:	
Funding: School District	Restricted Use: No	
Potential Media Affected: Soil		
Past Uses: Educational Services		
Potential Contaminants: Lead		
Confirmed Contaminants: Lead		
V		

## SWIS Site Details

The Solid Waste Information System (SWIS) database is provided by the California Department of Resources and Recycling and Recovery (CalRecycle). The SWIS database contains information on regulated solid waste facilities, operations, and disposal sites throughout the State of California. The types of facilities found in this database include landfills, transfer stations, material recovery facilities, composting sites, transformation facilities, waste tire sites, and closed disposal sites. For more information contact CalRecycle at: Tel: (916) 322-4027, email: Cody.Oquendo@CalRecycle.ca.gov, and URL: <a href="http://www.calrecycle.ca.gov/SWFacilities/Directory">http://www.calrecycle.ca.gov/SWFacilities/Directory</a>.

This report lists SWIS sites identified as being within 1/2 mile of Subject Property, if any are found.



## SWIS Site Details

(continued)

SWIS SITE ID: 19-AR-5122	
Cleland Dump	Distance: 0.2 mi
4820 Cleland Ave.	Direction: W
Highland Park (In Los Angeles), CA,	Lat Long: 34.1132 , -118.2130
Unit No.:	Category: Disposal
Operator:	Operation Status: Closed
Owner:	Regulatory Status: Unpermitted
Enforcement Agency: City of Los Angeles Los	Activity: Solid Waste Disposal Site
Angeles Dept of Building &	Activity. Solid Waste Disposal Site
Program Type:	Inspection Frequency: Quarterly
Closure Type:	Closure Date:
Accepted Waste:	

## GeoTracker Site Details

The GeoTracker is the State Water Board's system for managing sites that impact groundwater, especially those that require groundwater cleanup such as Leaking Underground Storage Tanks (LUST), Site Cleanup Program Sites, and Military Cleanup Sites. The GeoTracker system is also used to manage permitted facilities like land disposal sites. The sites monitored by the State Water Board through the GeoTracker system may currently have, or have had in the past, unauthorized releases (leaks) that can pose a danger to public health and the environment. Cleanup of soil and groundwater contamination is overseen by the State Water Board based on application of existing laws, regulations, plans, and policies.. Additional information is available on the State Water Board's GeoTracker website at http://geotracker.waterboards.ca.gov/.

This report lists GeoTracker sites identified as being within 1/2 mile of Subject Property, if any are found.

# NO MAPPED GEOTRACKER SITES WERE FOUND IN PROXIMITY OF THE SUBJECT PROPERTY

### UNMAPPED SITES

Although the Environmental Site records are official, some of the records may contain missing, non-specific, or incorrect information regarding the names, addresses or other attributes, due to errors and omissions prior to their submission to the governing regulatory body. This factor prevents some sites from being precisely located. It is for this reason that a site may be listed in this "unmapped sites" section of the report.

The information in the environmental report comes directly from the official hazardous substance site lists, which include sites with incomplete information as well. Accordingly, Property I.D. includes those unmapped sites that may or may not be within one half-mile of the Subject Property, based upon the available information provided by the EPA and/or other regulatory bodies.

## **NPL/SEMS - Unmapped Site Details**

EPA ID: CAD980636229	
PACIFIC AIRMOTIVE	Distance: (exact location not mapped)
3417ANGELES MESA DR-ROGRS ARPT	Direction: (exact location not mapped)
LOS ANGELES, CA, 90042	
<b>Region:</b> 9.00000000	Active Site Indicator: Inactive
Site Status: Archived	Federal Facility: No
NPL Status: Not NPL	Ready for Use: No
Non-NPL Status: Not Eligible for the NPL/No Further	Native American Interest: No
Remedial Action Planned	1.00.70.70.70.70.70.70.70
Non-NPL Status Sub Category:	Ecological Contaminant Concern: No
Non-NPL Status Date: 1984-09-01	Human Health Concern: No
Partial NPL Deletion: No	Human Exposure: Status Unavailable
Site Type:	Groundwater Mitigation: Status Unavailable
Site Type Sub Category:	SAA: No
Contaminant Media:	
Contaminants:	

EPA ID: CAN000909340	
MAIN STREET ABANDONED DRUMS	Distance: (exact location not mapped)
SOUTH MAIN AND 60TH STREET	Direction: (exact location not mapped)
LOS ANGELES, CA,	
<b>Region:</b> 9.00000000	Active Site Indicator: Active
Site Status: Active	Federal Facility: No
NPL Status: Not NPL	Ready for Use: No
Non-NPL Status: Referred to Cleanup Program	Native American Interest: No
Non-NPL Status Sub Category: Submitted to or	Ecological Contaminant Concern: No
Addressed by Superfund Removal Program	Ecological contaminant concern. No
Non-NPL Status Date: 2011-08-12	Human Health Concern: No
Partial NPL Deletion: No	Human Exposure: Status Unavailable
Site Type: Other	Groundwater Mitigation: Status Unavailable
Site Type Sub Category: Spill or other one-time	SAA: No
event	<b>300.</b> 110
Contaminant Media:	
Contaminants:	

## **RCRA** - Unmapped Site Details

RCRA SITE ID: CAC003011935 Los Angeles Department Of Water And Power 2501 Montlake Drive Hollywood, CA, 90065	Distance: (exact location not mapped) Direction: (exact location not mapped)					
<b>Land Type:</b> Not provided, though not located on indian land	Owner Type:					
Owner/Operator: La Dept Of Water And Power	Operator Type:					
Generator Status: Not a generator	<b>Environmental Controls:</b> Environmental controls not in place					
<b>Institutional Controls:</b> Institutional controls not in place	<b>Human Exposure Controls:</b> Insufficient information to determine if human exposure under control					
<b>Ground Water Controls:</b> Insufficient information to determine if groundwater controls in place	Activity Status: Active					
Industrial Activity Classification: Water supply and	irrigation systems					
Hazardous Waste Type:						
Used Oil Type:						
<b>Misc Site Activities:</b> Haz waste transporter, on site universal waste destination, universal waste generator or receiver						
Active Site Activities: Handler activities						

RCRA SITE ID: CAD981987886 La Arroyo Vista Health Center 6000 N Avenue 60 Highland Park, CA, 90042	Distance: (exact location not mapped) Direction: (exact location not mapped)					
Land Type: Other land type	Owner Type:					
Owner/Operator: City Of Los Angeles	Operator Type:					
Generator Status: Small quantity generator	<b>Environmental Controls:</b> Environmental controls not in place					
<b>Institutional Controls:</b> Institutional controls not in place	<b>Human Exposure Controls:</b> Insufficient information to determine if human exposure under control					
<b>Ground Water Controls:</b> Insufficient information to determine if groundwater controls in place	Activity Status: Active					
Industrial Activity Classification:						
Hazardous Waste Type:						
Used Oil Type:						
Misc Site Activities:						
Active Site Activities: Handler activities						

#### TERMS AND CONDITIONS

The Report is subject to each of the following Terms and Conditions. Each Recipient (as that term is defined below) of the Report hereby acknowledges and agrees that the Report is subject to the following Terms and Conditions, and each Recipient agrees to be bound by such Terms and Conditions. Use of this Report by any Recipient constitutes acceptance of the Terms and Conditions to the Report. The Terms and Conditions below are hereby incorporated by this reference into the Report. This Report is not an insurance policy.

The following persons or entities are deemed "Recipients" of this Report: (1) the seller of the real property that is the subject of the specific transaction for which this Report was issued; (2) that seller's agent and broker; (3) the buyer of the real property that is the subject of the specific transaction for which this Report was issued; (4) that buyer's agent and broker; and (5) the escrow officer and escrow company handling the specific transaction for which this Report was issued. This Report is for the exclusive use of the Recipients. No person or entity, other than the Recipients, shall be entitled to use or rely on the Report. This Report may not be used, referred to, or relied upon by any person or entity other than the Recipients, shall be deemed, treated, or considered to be a beneficiary (intended or otherwise) of this Report. Recipients are obligated to make disclosures that are within their actual knowledge.

This Report has been issued in connection with a particular transaction for the sale of the real property described in the Report. The Report may only be used in connection with that particular transaction. If an escrow number has been provided to Property I.D., then this Report may only be used in connection with that particular escrow. The Report may not be used for any other transaction or escrow.

The Report may not be used, for any purpose, if the Recipients have not paid for the Report.

This Report is made for the real property specifically described in the Report (the "Subject Property"). The Subject Property shall not include any property beyond the boundaries of the real property described in the Report. The Subject Property shall not include any structures (whether located on the Subject Property, or not), easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lanes, ways, or waterways.

No determination is made and no opinion is expressed, or intended, by this Report concerning the right, entitlement, or ability to develop or improve the Subject Property. Property I.D. has no information concerning whether the Subject Property can be developed or improved. Property I.D. expresses no opinion or view, and assumes no responsibility, with respect to the development or improvement of the Subject Property.

No determination is made and no opinion is expressed, or intended, by this Report as to title to the Subject Property. No determination is made and no opinion is expressed, or intended, by this Report concerning whether the Subject Property is comprised of legal lots in conformance with the California Subdivision Map Act or local ordinances.

No determination is made and no opinion is expressed, or intended, by this Report concerning architectural, structural, mechanical, engineering, or legal matters. No determination is made and no opinion is expressed, or intended, by this Report concerning structures or soils on or outside of the Subject Property, including, without limitation, habitability of structures or the Subject Property, suitability of the Subject Property for construction or improvement, potential for soil settlement, drainage, soil subsidence, or other soil or site conditions. No determination is made and no opinion is expressed, or intended, by this Report concerning the marketability or value of the Subject Property. Property I.D. has not conducted any testing of the Subject Property I.D. has not conducted any physical or visual examination or inspection of the Subject Property. If detailed on-site information regarding geologic, environmental, engineering, planning, or other professional studies is desired, Property I.D. recommends that an appropriate qualified professional consultant be retained.

No determination is made and no opinion is expressed, or intended, by this Report concerning the existence of hazardous or toxic materials or substances, or any other defects, on or under the Subject Property, unless specifically described in the Report.

No determination is made and no opinion is expressed, or intended, by this Report concerning any condition of the Subject Property, unless that condition is specifically described in the Report. The Report is intended to address only those matters expressly described in the text of the Report. The Report is not intended to address any matter (either expressly or impliedly) not specifically described in the text of the Report.

This Report is issued as of the date identified in the Report. Property I.D. shall have no obligation to advise any Recipient of any information learned or obtained after the date of the Report even if such information would modify or otherwise affect the Report. Subsequent to Property I.D.'s acquisition of Government Records, changes may be made to said Government Records and Property I.D. is not responsible for advising the Recipients of any changes. Property I.D. will update this Report upon request and at no charge during the transaction process for which this Report was issued, but not to exceed one year from the date of the Report. Likewise, Property I.D. is not liable for any impact on the Subject Property that any change to the Government Records may have.

No determination is made and no opinion is expressed, or intended, by this Report concerning the need to purchase earthquake, fire, or flood insurance, or any other insurance, for the Subject Property.

In preparing the Report, Property I.D. has accurately reported on information contained in Government Records. Property I.D. has reviewed and relied upon those Government Records specifically identified and described in the Report. Property I.D. has not reviewed or relied upon any Government Records that are not specifically identified in the Report. Property I.D. also has not reviewed any parcel maps, plat maps, survey maps, surveyor maps, assessor maps, assessor parcel maps, developer maps, or engineering maps, whether or not such maps have been recorded. No determination is made and no opinion is expressed, or intended, by the Report concerning any matters identified in Government Records that were not reviewed by Property I.D. If any Recipient has a question concerning the specific Government Records reviewed (or not reviewed) by Property I.D., then the Recipients should contact Property I.D.'s Customer Service Department at (800) 920-5603.

Mapped hazard zones may represent generalized hazard information. If the questionable edge of a hazard zone impacts any portion of the Property, the report will reflect that the Property is "IN" the zone. If the Subject Property shares a common area with other properties (examples include condominiums, planned developments, town homes, and mobile homes) and any portion of the common area of the complex in which the Subject Property is located is situated in the specified hazard zone, due to the quality and availability of the parcel boundary information supplied by the county, "IN" may be reported even if the property/unit/lot that is the subject of this report is itself not in the specified hazard zone. If the county's parcel boundaries include only the individual unit's boundaries and do not include common areas for which property owners may also be responsible, hazards that exist only in the common areas may not be reported as "IN". When found in the hazard determination the terms "zone", "area", or "mapped" are words strictly defined as geographic locations delineated by specific boundaries identified in the maps and/or data prepared by the applicable governmental agency.

Property I.D. has relied upon the Government Records specifically identified in the Report without conducting an independent investigation of their accuracy. Property I.D. assumes no responsibility for the accuracy of the Government Records identified in the Report.

To the extent that any Recipient has provided information to Property I.D. (including, without limitation, a legal description of the Subject Property), Property I.D. has relied upon that information in preparing this Report. Property I.D. has not conducted an independent investigation of the accuracy of the information provided by the Recipient. Property I.D. assumes no responsibility for the accuracy of information provided by the Recipient. Property I.D. shall be subrogated to all rights of any claiming party against anyone including, but not limited to, another party who had actual knowledge of a matter and failed to disclose it to the Recipients in writing prior to the close of escrow.

Except as specifically described in the Report, Property I.D. makes no warranty or representation of any kind, express or implied, with respect to the Report. Property I.D. expressly disclaims and excludes any and all other express and implied warranties, including, without limitation, warranties of merchantability or fitness for a particular purpose.

Property I.D. shall have no responsibility, or liability, for any lost profits, consequential damages, special damages, indirect damages, or incidental damages allegedly suffered as a result of the use of, or reliance on, the Report.

The Report shall be governed by, and construed in accordance with, the laws of the State of California.

This Report constitutes the entire, integrated agreement between Property I.D. and Recipients, and supersedes and replaces all prior statements, representations, negotiations, and agreements.

If any provision of the Terms and Conditions to this Report is determined to be invalid or unenforceable for any reason, then such provision shall be treated as severed from the remainder of the Terms and Conditions, and shall not affect the validity and enforceability of all of the other provisions of the Terms and Conditions.

Any dispute, controversy, or claim arising out of, or relating in any way, to the Report, shall be resolved by arbitration in Los Angeles, California, in accordance with the arbitration rules of the Judicial Arbitration and Mediation Service ("JAMS"). The prevailing party in the arbitration shall be entitled to its attorneys' fees and costs, including, without limitation, the fees of the arbitrator.



# DEPARTMENT OF HOMELAND SECURITY Federal Emergency Management Agency

## STANDARD FLOOD HAZARD DETERMINATION FORM (SFHDF)

	ANDANDIL		AZAND DETEN	MILIAN			<u>ы,                                      </u>
SECTION I - LOAN INFORMATION							
LENDER/SERVICER NAME AND ADDRESS     2. COLLATERAL DESCRIPTION (Building/Mobile Home/Property) (See instructions for more information.)							operty) (See instructions for
		LOS APN:	EL PASO DR ANGELES, CA 9004 5477-026-008 ANGELES COUNTY	12			
3. LENDER/SERVICER ID#	4. LOAN IDENTIF	FIER			5. AMOUN	T OF FLOOD	INSURANCE REQUIRED
			SECTION II				
A. NATIONAL FLOOD INSUR	RANCE PROGRAM	M (NFIP) C	DMMUNITY JURISD	ICTION	1		
1. NFIP Community Name	;	2. County(i	es)		3. State	4. NFIP Com	nmunity Number
CITY OF LOS ANGELES		LOS ANGE	CLES		CA	060137	
B. NATIONAL FLOOD INSUR	RANCE PROGRAM	M (NFIP) D	ATA AFFECTING BU	JILDIN	G/MOBILE		
1. NFIP Map Number or Com			IP Map Panel Effectiv	ve /	3. Is there	e a Letter of M	lap Change (LOMC)?
(Community name, if not the s	ame as "A")		ed Date		<b>⊘</b> NO		
06037C1627F		09	/26/2008		() YES	(if yes, enter	date and case no. below.)
4. Flood Zone		5. No	NFIP Map		┥		
X (NOT AN SFHA)					Date		Case No.
C. FEDERAL FLOOD INSUR	ANCE AVAILABIL	ITY (Chec	k all that apply.)		1		
1. Tederal Flood Insurance	e is available (com	munity par	ticipates in the NFIP)	. 🗹	Regular Pr	ogram 🔲 E	Emergency Program of NFIP
2. Federal Flood Insuranc	e is not available (	community	participates in the NF	FIP).			
3. Building/Mobile Home i may not be available.	s in a Coastal Barr	ier Resourd	ces Area (CBRA) or 0	Otherwi	se Protecte	d Area (OPA)	. Federal Flood Insurance
CBRA/OPA Designatio	n Date:						
D. DETERMINATION							
IS BUILDING/MOBILE HOME	IN SPECIAL FLO	OD HAZAI	RD AREA (ZONES C	ONTA	INING THE	LETTERS "A	A" OR "V")? ☐ YES 🗹 NO
If yes, flood insurance is required in the flood insurance is not recond tremoved.				3. Pleas	se note, the	risk of flooding	g in this area is only reduced,
This determination is based on examining the NFIP map, any Federal Emergency Management Agency revisions to it, and any other information needed to locate the building /mobile home on the NFIP map.							
E. COMMENTS (Optional)							
THE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA (SFHA).  IT IS IN ZONE X (NOT AN SFHA).							
F. PREPARER'S INFORMATION							
NAME, ADDRESS, TELEPHO	· · · · · · · · · · · · · · · · · · ·	other than L	ender)		ACEB		DATE OF DETERMINATION
-	Property I.D. 1001 Wilshire Blvd.						
Los Angeles, CA 90017							
1	FO-0100		//		//		OrderID: 3976352

CERTIFIED



# SQUARE FOOTAGE AND LOT SIZE DISCLOSURE AND ADVISORY

(C.A.R. Form SFLS, 12/20)

Property Address:	829 El Paso Dr, Los Angeles, CA 90042	("Property")
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- 1. **DIFFERENT SOURCES OF SQUARE FOOTAGE MEASUREMENTS:** Measurements of structures vary from source to source and that data is often contradictory. There is no one "official" size source or a "standard" method of calculating exterior structural size, interior space or square footage. Buyer should not rely on any advertised or disclosed square footage measurements and should retain their own experts to measure structural size and/or square footage during their contingency period, if any. This is especially important if Buyer is using square footage to determine whether to purchase the Property and/or are using a price per square foot to determine purchase price. Price per square foot calculations are generally broad estimates only, which can vary greatly depending upon property location, type of property and amenities; such calculations should not be relied upon by Buyer and the accuracy of any such figures should be independently verified by Buyer with their own experts including, but not limited to, a licensed appraiser.
- 2. PROPERTY (LOT) SIZE, DIMENSIONS, CONFIGURATIONS, AND BOUNDARIES: Fences, hedges, walls, retaining walls, and other barriers or markers may not correspond with any legally-defined property boundaries, and existing structures or amenities may not be located within the actual property boundaries or local setback requirements. If lot size, dimensions, property configurations, boundary lines, and locations of improvements are important to Buyer's decision to purchase or the price Buyer is willing to pay, then Buyer should independently investigate by retaining the services of a licensed surveyor, the only professional who can accurately determine lot dimensions, boundary locations and acreage for the Property.
- 3. BROKER OBLIGATIONS: Brokers and Agents do not have expertise in determining the exact square footage and lot size. Broker has not and will not verify the accuracy of any numerical statements regarding square footage, room dimensions, or lot size, or the location of boundaries.
- 4. DISCLOSURE OF MEASUREMENTS AND SOURCES: Square footage and/or lot size numbers inserted into the spaces below, if any, were taken from the referenced source and may be approximations only. Other measurement sizes may exist from other sources.

Source of Information	Sq. Footage	Lot Size	Additional Information	If checked, report attached
Public Record	1139	7408		
Multiple Listing Service	1696	7408		
Seller			Measurement comes from the following	source:
Appraisal #1				
Appraisal #2				
Condominium Map/Plan				
Architectural Drawings				
Floor Plan/Drawings	1696	1696		
Survey				
Other				
Other				· <del>-</del>

By signing below, Seller: (i) represents that Seller is not aware of any other measurements of the Property; and (ii) acknowledges that Seller has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Seller is encouraged to read it carefully.

Seller	Santos N Martinez	DocuSigned by:	Date
Seller	Rosario C Martinez	Docusigned by: 4F8E0A9192EA482	Date 12/7/2023
		4E8E0A0102EA482	

By signing below, Buyer acknowledges that Buyer has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Buyer is encouraged to read it carefully. IF NO INFORMATION IS PROVIDED AND/OR ANY OF THESE MEASUREMENTS ARE MATERIAL TO BUYER, BUYER IS STRONGLY ADVISED TO INVESTIGATE THE VALIDITY, ACCURACY, OR EXISTENCE OF ANY MEASUREMENTS PROVIDED HEREIN OR OTHERWISE. IF BUYER DOES NOT DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS AND AGENTS.

Buyer	D:	ate
Buyer	Da	ate

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12/20 (DACE 1 OF 1)

SQUARE FOOTAGE AND LOT SIZE DISCLOSURE AND ADVISORY (SFLS PAGE 1 OF 1)

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