



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Buyer's Brokerage Firm to Buyer)  
(As required by the Civil Code)  
(C.A.R. Form AD, Revised 12/18)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

### SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

### SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant DocuSigned by: \_\_\_\_\_ Date \_\_\_\_\_  
By: Carmel J. Angelo, CEO / County Purchasing Agent \_\_\_\_\_ Date 7/15/2019  
County of Mendocino  
By: Carmel J. Angelo, CEO / County  
Agent DocuSigned by: RE/MAX, Full Spectrum DRE Lic. # 01522223  
By: Lynn McNamara Real Estate Broker (Firm) \_\_\_\_\_ Date 7/11/2019  
CF1E27DB96704B7 DRE Lic. # 00575586  
(Salesperson or Broker-Associate, if any) Lynn McNamara

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

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Redwood Valley



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

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

**(a)** "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

**2079.14.** A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

**2079.15.** In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.16** Reproduced on Page 1 of this AD form.

**2079.17(a)** As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

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

**(d)** The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

**2079.18** (Repealed pursuant to AB-1289)

**2079.19** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

**2079.21 (a)** A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

**2079.22** Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

**2079.23** A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

**2079.24** Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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



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

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

**Multiple Buyers:** Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

**Multiple Sellers:** Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

**Dual Agency:** If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

**Offers not necessarily confidential:** 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. 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.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

**Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.**

Seller \_\_\_\_\_ *Redwood Valley, CA, Congregation of Jehovah's* Date \_\_\_\_\_  
 Seller \_\_\_\_\_ Date \_\_\_\_\_  
 DocuSigned by:  
 Buyer *By: Carmel J. Angelo, CEO / County Purchasing Agent* *County of Mendocino* Date \_\_\_\_\_  
 Buyer \_\_\_\_\_ *By: Carmel J. Angelo, CEO / County Purchasing* Date *7/15/2019*  
 A82A04A4F0C8400...  
 Buyer's Brokerage Firm *RE/MAX, Full Spectrum* DRE Lic # *01522223* Date \_\_\_\_\_  
 By \_\_\_\_\_ DRE Lic # *00575586* Date \_\_\_\_\_  
*Lynn McNamara*  
 DocuSigned by:  
 Seller's Brokerage Firm *RE/MAX, Full Spectrum* DRE Lic # *01522223* Date \_\_\_\_\_  
 By *Lynn McNamara* DRE Lic # *00575586* Date *7/11/2019*  
*Lynn McNamara*

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

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 Lynn Mc Namara Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



CALIFORNIA  
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**WIRE FRAUD AND ELECTRONIC FUNDS  
TRANSFER ADVISORY**  
(C.A.R. Form WFA, Revised 12/17)

Property Address: 8207 East Road, Redwood Valley, CA 95470 ("Property").

**WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:**

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

**ACCORDINGLY, YOU ARE ADVISED:**

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at [www.ic3.gov](http://www.ic3.gov); or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

**NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.**

Buyer/Tenant	DocuSigned by:	<u>County of Mendocino</u>	Date
Buyer/Tenant	<u>By: Carmel J. Angelo, CEO / County Purchasing Agent</u>	<u>By: Carmel J. Angelo, CEO / County Purchasing Agent</u>	Date <u>7/15/2019</u>
Seller/Landlord	<u>A82A04A4F0C8400...</u>	<u>Redwood Valley, CA, Congregation of Jehovah's Witnesses,</u>	Date
Seller/Landlord			Date

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**WFA REVISED 12/17 (PAGE 1 OF 1)**

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

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Fax: 707.3130373

Redwood Valley







EQUAL HOUSING  
OPPORTUNITY

Property Address: 8207 East Road, Redwood Valley, CA 95470Date: July 10, 2019

- H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within **3 (or \_\_\_\_\_) Days** After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)
- I. APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or ☒ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within **17 (or \_\_\_\_\_) Days** After Acceptance.
- J. LOAN TERMS:**
- (1) LOAN APPLICATIONS:** Within **3 (or \_\_\_\_\_) Days** After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)
- (2) LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a **contingency** of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement.
- (3) LOAN CONTINGENCY REMOVAL:**  
Within **21 (or \_\_\_\_\_) Days** After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (4) ☐ NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- (5) LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- K. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- 4. SALE OF BUYER'S PROPERTY:**
- A.** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
- OR B.** ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).
- 5. ADDENDA AND ADVISORIES:**
- A. ADDENDA:**
- |   |  |
|---|--|
| <input type="checkbox"/> Addendum # _____ (C.A.R. Form ADM)                             | <input type="checkbox"/> Addendum # _____ (C.A.R. Form ADM)            |
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO)                       | <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) |  |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)                          | <input type="checkbox"/> Other _____                                   |
- B. BUYER AND SELLER ADVISORIES:**
- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) |   |
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA)                        | <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA)                          | <input type="checkbox"/> REO Advisory (C.A.R. Form REO)                         |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA)   | <input type="checkbox"/> Other _____  |
- 6. OTHER TERMS:** With the exception of personal computers, all furniture and trade equipment on site within Assembly building shall be included within sale price including but not limited to: projection screen, two flatscreen TV's, built in bookcases, desk(s) tables, chairs, approximately 113 stage seats, 2 standing microphones and 2 mics within tables with related equipment--as well as appliances including refrigerator and washer dryer within the home if owned by Seller.
- 7. ALLOCATION OF COSTS**
- A. INSPECTIONS, REPORTS AND CERTIFICATES:** Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**
- (1)** ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report, including tax ☐ environmental ☐ Other: \_\_\_\_\_ prepared by Propertyid.com
- (2)** ☐ Buyer ☐ Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_
- (3)** ☐ Buyer ☐ Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_
- B. GOVERNMENT REQUIREMENTS AND RETROFIT:**
- (1)** ☐ Buyer ☒ Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.

Buyer's Initials (\_\_\_\_\_) (ELM/CPA)

Seller's Initials (\_\_\_\_\_) (\_\_\_\_\_)

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 2 OF 10)

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Redwood Valley



Property Address: **8207 East Road, Redwood Valley, CA 95470**Date: **July 10, 2019**

- (2) (i) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
- (ii) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
- (iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

**C. ESCROW AND TITLE:**

- (1) (a) ☒ Buyer ☐ Seller shall pay escrow fee \_\_\_\_\_.
- (b) Escrow Holder shall be **Fidelity National Title - Denise LaHa Escrow Officer**.
- (c) The Parties shall, within **5 (or \_\_\_\_\_) Days** After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) ☒ Buyer ☐ Seller shall pay for **owner's** title insurance policy specified in paragraph 13E \_\_\_\_\_.
- (b) Owner's title policy to be issued by **Fidelity National Title**.
- (Buyer shall pay for any title insurance policy insuring Buyer's **lender**, unless otherwise agreed in writing.)

**D. OTHER COSTS:**

- (1) ☐ Buyer ☒ Seller shall pay County transfer tax or fee \_\_\_\_\_.
- (2) ☐ Buyer ☐ Seller shall pay City transfer tax or fee \_\_\_\_\_.
- (3) ☐ Buyer ☐ Seller shall pay Homeowners' Association ("HOA") transfer fee \_\_\_\_\_.
- (4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
- (5) ☐ Buyer ☐ Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (6) Buyer to pay for any HOA certification fee.
- (7) ☐ Buyer ☐ Seller shall pay for any private transfer fee \_\_\_\_\_.
- (8) ☐ Buyer ☐ Seller shall pay for \_\_\_\_\_.
- (9) ☐ Buyer ☐ Seller shall pay for \_\_\_\_\_.
- (10) ☐ Buyer ☐ Seller shall pay for the cost, not to exceed \$ \_\_\_\_\_, of a standard (or ☐ upgraded) one-year home warranty plan, issued by \_\_\_\_\_, with the following optional coverages: ☐ Air Conditioner ☐ Pool/Spa ☐ Other: \_\_\_\_\_.
- Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

**OR ☒ Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.**

**8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**

**A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are **not** included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.

**B. ITEMS INCLUDED IN SALE:** Except as otherwise specified or disclosed,

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: ☒ all stove(s), except \_\_\_\_\_; ☒ all refrigerator(s) except \_\_\_\_\_; ☒ all washer(s) and dryer(s), except \_\_\_\_\_;
- (3) The following additional items: \_\_\_\_\_.
- (4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (☐ are NOT) included in the sale.
- (5) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.
- (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and \_\_\_\_\_, and (ii) are transferred without Seller warranty regardless of value.

**C. ITEMS EXCLUDED FROM SALE:** Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) \_\_\_\_\_.

\_\_\_\_\_. Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or ☐ will be removed and holes or other damage shall be repaired, but not painted).

**9. CLOSING AND POSSESSION:**

**A.** Buyer intends (or ☒ does not intend) to occupy the Property as Buyer's primary residence.

**B. Seller-occupied or vacant property:** Possession shall be delivered to Buyer: (i) at 6 PM or (\_\_\_\_\_) AM/\_\_\_\_\_) PM on the date of Close Of Escrow; (ii) ☐ no later than \_\_\_\_\_ calendar days after Close Of Escrow; or (iii) ☐ at \_\_\_\_\_ AM/\_\_\_\_\_) PM on \_\_\_\_\_.

Buyer's Initials (\_\_\_\_\_) (**BCJA/CRA**)

Seller's Initials (\_\_\_\_\_) (\_\_\_\_\_)

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Redwood Valley





- C. Seller remaining in possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as ☐ C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, ☐ C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- D. Tenant-occupied property: Property shall be vacant at least 5 (or     ) Days** Prior to Close Of Escrow, unless otherwise agreed in writing. **Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.**
- OR ☐ Tenant to remain in possession** (C.A.R. Form TIP).
- E.** At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- F.** At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.
- 10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**
- A. (1)** Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice of actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
- (2)** Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Seller's Agent, if any, has completed and signed the Seller's Brokerage Firm section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Brokerage Firm, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Brokerage Firm.
- (3) Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4)** Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
- (5)** Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6)** In the event Seller or Seller's Brokerage Firm, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- (7)** If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days** After Delivery in person, or **5 Days** After Delivery by deposit in the mail, or by an electronic record satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of cancellation to Seller or Seller's agent.
- B. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. WITHHOLDING TAXES:** Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](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 are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) SELLER HAS: 7 (or     ) Days** After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials ( ) ( BC/ML/CP )

Seller's Initials ( ) ( )





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(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has **3 (or \_\_\_\_ ) Days** After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

**11. CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

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

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

**13. TITLE AND VESTING:**

- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

Buyer's Initials ( ) ( )

Seller's Initials ( ) ( )

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 5 OF 10)



- 14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. SELLER HAS: 7 (or \_\_\_\_ ) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
- B. (1) BUYER HAS: 17 (or \_\_\_\_ ) Days** After Acceptance, unless otherwise agreed in writing, to:
- (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
  - (2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
  - (3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has **5 (or \_\_\_\_ ) Days** After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
  - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).
  - (5) **Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for **17 (or \_\_\_\_ ) Days** After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.
- C. ☐ REMOVAL OF CONTINGENCIES WITH OFFER:** Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.
- D. SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
  - (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 (or \_\_\_\_ ) Days** After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
- F. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- G. CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 (or \_\_\_\_ ) Days** After Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_) BCN/CRA

Seller's Initials (\_\_\_\_\_) (\_\_\_\_\_) \_\_\_\_\_



Property Address: **8207 East Road, Redwood Valley, CA 95470**Date: **July 10, 2019**

**15. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within **5 (or \_\_\_\_ ) Days** Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to paragraph 11; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

**16. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

**17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

**18. BROKERS:**

**A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

**B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

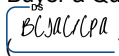
**19. REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within **3 Days** After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

**20. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**

**A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 (or \_\_\_\_ ) Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.**

**B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** After Acceptance (or \_\_\_\_\_). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.**

Buyer's Initials ( )



Seller's Initials ( ) ( )

**RPA-CA REVISED 12/18 (PAGE 7 OF 10)****CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 7 OF 10)**Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

Redwood Valley





Property Address: **8207 East Road, Redwood Valley, CA 95470**Date: **July 10, 2019**

- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

**21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:**

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).**

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

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

**22. DISPUTE RESOLUTION:**

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers ([www.consumermediation.org](http://www.consumermediation.org)) or through any other mediation provider or service mutually agreed to by the Parties. The Parties **also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker.** Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 22C.**

**B. ARBITRATION OF DISPUTES:**

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

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

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

**C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

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

Seller's Initials \_\_\_\_\_ ( ) ( )

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 8 OF 10)



Property Address: **8207 East Road, Redwood Valley, CA 95470**Date: **July 10, 2019**

(2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.

(3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.

**23. SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

**24. MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.

**25. ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.

**26. ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOA).

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

**28. TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

**29. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

**30. DEFINITIONS:** As used in this Agreement:

- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
- C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
- D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
- E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
- J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.

**31. EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by Lynn McNamara, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by ☐ AM/ ☐ PM, on July 15, 2019 (date)).

☒ One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

County of Mendocino

Date \_\_\_\_\_ BUYER

(Print name) County of Mendocino

Date 7/15/2019

BUYER

DocuSigned by:

By: Carmel J. Angelo, CEO / County Purchasing Agent

(Print name) By: Carmel J. Angelo, CEO / County Purchasing Agent

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

Seller's Initials ( ) ( )

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 9 OF 10)

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Redwood Valley

Property Address: 8207 East Road, Redwood Valley, CA 95470Date: July 10, 2019

**32. ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS **SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:**

☐ One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date \_\_\_\_\_ SELLER \_\_\_\_\_

(Print name) Redwood Valley, CA, Congregation of Jehovah's Witnesses, Inc.

Date \_\_\_\_\_ SELLER \_\_\_\_\_

(Print name) \_\_\_\_\_

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(\_\_\_\_\_/\_\_\_\_\_) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) \_\_\_\_\_ at \_\_\_\_\_  
(Initials) ☐ AM/ ☐ PM. **A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.**

**REAL ESTATE BROKERS:****A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.****B. Agency relationships are confirmed as stated in paragraph 2.****C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.**

**D. COOPERATING (BUYER'S) BROKER COMPENSATION:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

**E. PRESENTATION OF OFFER:** Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm RE/MAX, Full Spectrum DRE Lic. # 01522223  
By Lynn McNamara DRE Lic. # 00575586 Date 7/11/2019  
By \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
Address 601 South State Street City Ukiah State CA Zip 95482  
Telephone (707)621-4265 Fax (707)313-0373 E-mail lynn@pacific.net

Seller's Brokerage Firm RE/MAX, Full Spectrum DRE Lic. # 01522223  
By Lynn McNamara DRE Lic. # 00575586 Date 7/11/2019  
By \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
Address 601 South State Street City Ukiah State CA Zip 95482  
Telephone (707)621-4265 Fax (707)313-0373 E-mail lynn@pacific.net

**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ \_\_\_\_\_), counter offer numbers \_\_\_\_\_ ☐ Seller's Statement of Information and \_\_\_\_\_, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is \_\_\_\_\_

Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Escrow Holder has the following license number # \_\_\_\_\_

☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Department of Real Estate.

**PRESENTATION OF OFFER:** (\_\_\_\_\_) Seller's Broker presented this offer to Seller on \_\_\_\_\_ (date).  
Broker or Designee Initials

**REJECTION OF OFFER:** (\_\_\_\_\_) (\_\_\_\_\_) No counter offer is being made. This offer was rejected by Seller on \_\_\_\_\_ (date).  
Seller's Initials

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Buyer Acknowledges that page 10 is part of this Agreement (\_\_\_\_\_) ELM/CPA  
Buyer's Initials

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Redwood Valley

**BUYER'S INSPECTION ADVISORY**

(C.A.R. Form BIA, Revised 11/14)

Property Address **8207 East Road, Redwood Valley, CA 95470**

**1. IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

**2. BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

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

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

**By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.**

Buyer \_\_\_\_\_  
County of Mendocino

Buyer \_\_\_\_\_  
By: Carmel J. Angelo, CEO / County Purchasing Agent  
By: Carmel J. Angelo, CEO / County

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BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)



CHAPTER 20.048 - "R-R" RURAL RESIDENTIAL DISTRICT

Received By:  
County of Mendocino

DocuSigned by:

By: Carmel J. Angelo, CEO / County Purch

7/19/2019

Sec. 20.048.005 - Intent.

This district is intended to create and enhance residential areas where agricultural use compatible with a permanent residential use is desired. Typically the "R-R" District would be applied to rural or semi-rural areas where urban levels of service are not available and where large lots are desired.

(Ord. No. 3639 (part), adopted 1987)

Sec. 20.048.010 - Permitted Uses.

The following use types are permitted in the RR District:

(A) Residential Use Types (See Chapter 20.016).

Family residential—single-family.

(B) Civic Use Types (See Chapter 20.020).

Cemetery;

Community recreation;

Cultural exhibits and library services;

Essential services;

Fire and police protection services;

Minor impact utilities.

(C) Agricultural Use Types (See Chapter 20.032).

Animal raising—general agriculture;

Animal raising—personal;

Forest production and processing—limited;

Horticulture;

Packing and processing—limited;

Row and field crops;

Tree crops.



(D) Accessory uses as provided in Chapter 20.164.

(Ord. No. 3639 (part), adopted 1987)

Sec. 20.048.015 - Uses Subject to a Minor Use Permit.

The following use types are permitted in the R-R District upon issuance of a Minor Use Permit.

(A) Residential Use Types (See Chapter 20.016).

Family residential—dwelling groups;

(B) Civic use types (see Chapter 20.020);

Administrative services, government;

Ambulance services;

Clinic services;

Day care facilities/small schools;

Group care;

Lodge, fraternal and civic assembly;

Religious assembly.

(C) Commercial Use Types (See Chapter 20.024).

Animal sales and service—auctioning;

Animal sales and service—horse stables;

Animal sales and service—kennels;

Animal sales and service—veterinary (all types);

Cottage industries—limited (R-R:L-1; R-R:L-2);

Cottage industries—general (R-R:L-5; R-R:L-10).

(D) Agricultural Use Type (See Chapter 20.032).

Forest production and processing—commercial woodlots.

(Ord. No. 3639 (part), adopted 1987)

Sec. 20.048.020 - Uses Subject to a Major Use Permit.

The following use types are permitted in the R-R District upon issuance of a Major Use Permit.

(A) Residential Use Types (See Chapter 20.016).

Family residential—cluster development.

(B) Civic Use Types (See Chapter 20.020).

Educational facilities;

Major impact facilities;

Major impact services and utilities.

(C) Commercial Use Types (See Chapter 20.024).

Commercial recreation—outdoor sports and recreation;

Transient habitation—lodging (limited).

(D) Agricultural Use Types (See Chapter 20.032).

Packing and processing—winery.

(E) Extractive Use Type (See Chapter 20.036).

Mining and processing.

(Ord. No. 3639 (part), adopted 1987)

Sec. 20.048.025 - Minimum Lot Area.

(A) R-R:L-1: forty thousand (40,000) square feet;

(B) R-R:L-2: eighty thousand (80,000) square feet;

(C) R-R:L-5: five (5) acres;

(D) R-R:L-10: ten (10) acres.

(Ord. No. 3639 (part), adopted 1987)

Sec. 20.048.030 - Maximum Dwelling Density.

(A) R-R:L-1: one (1) unit per forty thousand (40,000) square feet;

(B) R-R:L-2: one (1) unit per eighty thousand (80,000) square feet;

(C) R-R:L-5: one (1) unit per five (5) acres;

(D) R-R:L-10: one (1) unit per ten (10) acres.

(Ord. No. 3639 (part), adopted 1987)

Sec. 20.048.035 - Minimum Front and Rear Yards.

- (A) R-R:L-1; RR:L-2: twenty (20) feet each;
- (B) R-R:L-5: thirty (30) feet each;
- (C) R-R:L-10: fifty (50) feet each.

(Ord. No. 3639 (part), adopted 1987)

Sec. 20.048.040 - Minimum Side Yards.

- (A) R-R:L-1; R-R:L-2: six (6) feet each;
- (B) R-R:L-5: thirty (30) feet each;
- (C) R-R:L-10: fifty (50) feet each.

(Ord. No. 3639 (part), adopted 1987)

Sec. 20.048.045 - Setback Exception.

Any nonconforming parcel which is less than five (5) acres and which is zoned R-R:L-5 or R-R:L-10 shall observe a minimum front, side and rear yard of twenty (20) feet.

(Ord. No. 3639 (part), adopted 1987)

Sec. 20.048.050 - Building Height Limit.

Thirty-five (35) feet.

(Ord. No. 3639 (part) adopted 1987)



CALIFORNIA  
ASSOCIATION  
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## SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 6/18)

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.

I. Seller makes the following disclosures with regard to the real property or manufactured home described as  
8207 East Road, Assessor's Parcel No. 163-140-14  
situated in Redwood Valley, County of Mendocino, California ("Property").

II. The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.

III. Note to Seller: PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property 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 cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.

IV. Note to Buyer: PURPOSE: To give you more information about known material or significant items affecting the value or desirability of 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.

V. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Explain any "Yes" answers in the space provided or attach additional comments and check section VI.

### A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:

### ARE YOU (SELLER) AWARE OF...

- |  |                              |  |
|--|------------------------------|--|
| 1. Within the last 3 years, the death of an occupant of the Property upon the Property .....   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ..... | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. The release of an illegal controlled substance on or beneath the Property .....   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 4. Whether the Property is located in or adjacent to an "industrial use" zone .....  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (In general, a zone or district allowing manufacturing, commercial or airport uses.)   |                              |  |
| 5. Whether the Property is affected by a nuisance created by an "industrial use" zone. ....  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 6. Whether the Property is located within 1 mile of a former federal or state ordnance location. ....  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (In general, an area once used for military training purposes that may contain potentially explosive munitions.)   |                              |  |
| 7. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision. ....                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 8. Insurance claims affecting the Property within the past 5 years .....   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 9. Matters affecting title of the Property .....   | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 10. Material facts or defects affecting the Property not otherwise disclosed to Buyer .....  | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 11. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code Section 1101.3 .....                                 | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Explanation, or ☐ (if checked) see attached;

Buyer's Initials

DS  
BWA/CPA

Seller's Initials

BA ( )

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SPQ REVISED 6/18 (PAGE 1 OF 4)

### SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)



RE/MAX Full Spectrum, Commercial Division, Post Office Box 873 Ukiah, CA 95482  
Lynne Mc Namara

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Phone: 707.621.4265

Fax: 707.3130373

Redwood Valley



Property Address: **8207 East Road, Redwood Valley, CA 95470**Date: **3-5-2019****B. REPAIRS AND ALTERATIONS:****ARE YOU (SELLER) AWARE OF...**

1. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) ..... ☐ Yes ☒ No
2. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ..... ☐ Yes ☒ No
3. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ..... ☐ Yes ☒ No
4. Any part of the Property being painted within the past 12 months. .... ☐ Yes ☒ No
5. Whether the Property was built before 1978. .... ☒ Yes ☐ No
  - (a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed. .... ☒ Yes ☐ No
  - (b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule? ..... ☒ Yes ☐ No

Explanation: \_\_\_\_\_

**C. STRUCTURAL, SYSTEMS AND APPLIANCES:****ARE YOU (SELLER) AWARE OF...**

1. Defects in any of the following, (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances ..... ☒ Yes ☐ No
2. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank (s) ..... ☐ Yes ☒ No
3. An alternative septic system on or serving the Property. .... ☐ Yes ☒ No

Explanation: **INSTALLED NEW ROOF A/C UNIT - ROOF LEAKED AROUND UNIT****D. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:****ARE YOU (SELLER) AWARE OF...**

1. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ..... ☐ Yes ☒ No

Explanation: \_\_\_\_\_

**E. WATER-RELATED AND MOLD ISSUES:****ARE YOU (SELLER) AWARE OF...**

1. Water intrusion into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property ..... ☒ Yes ☐ No
2. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property ..... ☐ Yes ☒ No
3. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood ..... ☐ Yes ☒ No

Explanation: **ROOF A/C UNIT LEAKED****F. PETS, ANIMALS AND PESTS:****ARE YOU (SELLER) AWARE OF...**

1. Pets on or in the Property ..... ☐ Yes ☒ No
2. Problems with livestock, wildlife, insects or pests on or in the Property ..... ☐ Yes ☒ No
3. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ..... ☐ Yes ☒ No
4. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above. .... ☐ Yes ☒ No
 

If so, when and by whom \_\_\_\_\_

Explanation: \_\_\_\_\_

Buyer's Initials

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Seller's Initials

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Redwood Valley



Property Address: **8207 East Road, Redwood Valley, CA 95470**

Date: \_\_\_\_\_

**G. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:****ARE YOU (SELLER) AWARE OF...**

1. Surveys, easements, encroachments or boundary disputes ..... ☐ Yes ☒ No
2. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage ..... ☐ Yes ☒ No
3. Use of any neighboring property by you ..... ☐ Yes ☒ No

Explanation: \_\_\_\_\_

**H. LANDSCAPING, POOL AND SPA:****ARE YOU (SELLER) AWARE OF...**

1. Diseases or infestations affecting trees, plants or vegetation on or near the Property ..... ☐ Yes ☒ No
2. Operational sprinklers on the Property ..... ☐ Yes ☐ No
  - (a) If yes, are they ☒ automatic or ☐ manually operated.
  - (b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system ... ☒ Yes ☐ No
3. A pool heater on the Property ..... ☐ Yes ☒ No
  - If yes, is it operational? ..... ☐ Yes ☐ No
4. A spa heater on the Property ..... ☐ Yes ☒ No
  - If yes, is it operational? ..... ☐ Yes ☐ No
5. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired ..... ☐ Yes ☒ No

Explanation: \_\_\_\_\_

**I. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)****ARE YOU (SELLER) AWARE OF...**

1. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property. .... ☐ Yes ☒ No
2. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the Property ..... ☐ Yes ☒ No
3. Any improvements made on or to the Property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement. .... ☐ Yes ☒ No

Explanation: \_\_\_\_\_

**J. TITLE, OWNERSHIP LIENS, AND LEGAL CLAIMS:****ARE YOU (SELLER) AWARE OF...**

1. Any other person or entity on title other than Seller(s) signing this form ..... ☐ Yes ☒ No
2. Leases, options or claims affecting or relating to title or use of the Property ..... ☐ Yes ☒ No
3. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood ..... ☐ Yes ☒ No
4. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity ..... ☐ Yes ☒ No
5. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property? ☐ Yes ☒ No
6. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill? ..... ☐ Yes ☒ No

Explanation: \_\_\_\_\_

**K. NEIGHBORHOOD:****ARE YOU (SELLER) AWARE OF...**

1. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks,

Buyer's Initials

BCMC/CPASeller's Initials RL ( ) ( )

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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)



Property Address: **8207 East Road, Redwood Valley, CA 95470**

Date: \_\_\_\_\_

freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife . . . . . ☐ Yes ☒ No

Explanation: \_\_\_\_\_

**L. GOVERNMENTAL:****ARE YOU (SELLER) AWARE OF...**

1. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property . . . . . ☐ Yes ☒ No
2. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property . . . . . ☐ Yes ☒ No
3. Existing or contemplated building or use moratoria that apply to or could affect the Property . . . . . ☐ Yes ☒ No
4. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property . . . . . ☐ Yes ☒ No
5. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals . . . . . ☐ Yes ☒ No
6. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed . . . . . ☐ Yes ☒ No
7. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property . . . . . ☐ Yes ☒ No
8. Whether the Property is historically designated or falls within an existing or proposed Historic District . . . . . ☐ Yes ☒ No
9. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies . . . . . ☐ Yes ☒ No

Explanation: \_\_\_\_\_

**M. OTHER:****ARE YOU (SELLER) AWARE OF...**

1. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller. . . . . ☐ Yes ☒ No  
(If yes, provide any such documents in your possession to Buyer.)
2. Any occupant of the Property smoking on or in the Property. . . . . ☐ Yes ☒ No
3. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer . . . . . ☐ Yes ☒ No

Explanation: \_\_\_\_\_

VI. ☐ (IF CHECKED) ADDITIONAL COMMENTS: The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Seller By: Redwood Valley, CA, Congregation of Date 3-6-2019  
Seller Jehovah's Witnesses, Inc. Date \_\_\_\_\_

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form. County of Mendocino

Buyer \_\_\_\_\_ Date 7/15/2019  
Buyer By: Carol J. Angelo, CEP / County Purchasing Agent Date \_\_\_\_\_

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Redwood Valley







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OF REALTORS®

**REAL ESTATE TRANSFER DISCLOSURE STATEMENT**  
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)  
(C.A.R. Form TDS, Revised 4/14)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Redwood Valley, COUNTY OF Mendocino, STATE OF CALIFORNIA, DESCRIBED AS 8207 East Road, Redwood Valley, CA 95470.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) 3-6-2019. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

**I. COORDINATION WITH OTHER DISCLOSURE FORMS**

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

**Substituted Disclosures:** The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- ☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.  
☐ Additional inspection reports or disclosures: \_\_\_\_\_

**II. SELLER'S INFORMATION**

The Seller discloses 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 transaction 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(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.**

Seller ☐ is ☐ is not occupying the property.

A. The subject property has the items checked below: \*

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Range                     | <input type="checkbox"/> Wall/Window Air Conditioning                              | <input type="checkbox"/> Pool:   |
| <input checked="" type="checkbox"/> Oven                      | <input type="checkbox"/> Sprinklers  | <input type="checkbox"/> Child Resistant Barrier   |
| <input checked="" type="checkbox"/> Microwave                 | <input type="checkbox"/> Public Sewer System                                       | <input type="checkbox"/> Pool/Spa Heater:  |
| <input type="checkbox"/> Dishwasher                           | <input checked="" type="checkbox"/> Septic Tank                                    | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric            |
| <input type="checkbox"/> Trash Compactor                      | <input type="checkbox"/> Sump Pump   | <input checked="" type="checkbox"/> Water Heater:  |
| <input type="checkbox"/> Garbage Disposal                     | <input type="checkbox"/> Water Softener  | <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups      | <input checked="" type="checkbox"/> Patio/Decking                                  | <input checked="" type="checkbox"/> Water Supply:  |
| <input checked="" type="checkbox"/> Rain Gutters              | <input type="checkbox"/> Built-in Barbecue   | <input checked="" type="checkbox"/> City <input type="checkbox"/> Well                                   |
| <input checked="" type="checkbox"/> Burglar Alarms            | <input type="checkbox"/> Gazebo  | <input type="checkbox"/> Private Utility or  |
| <input checked="" type="checkbox"/> Carbon Monoxide Device(s) | <input checked="" type="checkbox"/> Security Gate(s)                               | Other _____  |
| <input checked="" type="checkbox"/> Smoke Detector(s)         | <input checked="" type="checkbox"/> Garage:  | <input checked="" type="checkbox"/> Gas Supply:  |
| <input checked="" type="checkbox"/> Fire Alarm                | <input checked="" type="checkbox"/> Attached <input type="checkbox"/> Not Attached | <input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank)                      |
| <input type="checkbox"/> TV Antenna                           | <input type="checkbox"/> Carport   | <input type="checkbox"/> Window Screens  |
| <input type="checkbox"/> Satellite Dish                       | <input type="checkbox"/> Automatic Garage Door Opener(s)                           | <input type="checkbox"/> Window Security Bars  |
| <input type="checkbox"/> Intercom                             | <input type="checkbox"/> Number Remote Controls _____                              | <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows                                      |
| <input checked="" type="checkbox"/> Central Heating           | <input type="checkbox"/> Sauna   | <input type="checkbox"/> Water-Conserving Plumbing Fixtures  |
| <input checked="" type="checkbox"/> Central Air Conditioning  | <input type="checkbox"/> Hot Tub/Spa:  |  |
| <input type="checkbox"/> Evaporator Cooler(s)                 | <input type="checkbox"/> Locking Safety Cover                                      |  |
| Exhaust Fan(s) in _____                                       | 220 Volt Wiring in _____   | Fireplace(s) in _____  |
| <input type="checkbox"/> Gas Starter _____                    | <input type="checkbox"/> Roof(s): Type: _____                                      | Age: _____ (approx.)   |
| <input type="checkbox"/> Other: _____                         |  |  |

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes ☒ No. If yes, then describe. (Attach additional sheets if necessary): \_\_\_\_\_

(\*see note on page 2)

Buyer's Initials BC SAC/CPA  
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Seller's Initials RH \_\_\_\_\_



**REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3)**

RE/MAX Full Spectrum, Commercial Division, Post Office Box 873 Ukiah, CA 95482  
Lynn Mc Namara

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.ziplogix.com](http://www.ziplogix.com)

Phone: 707.621.4265

Fax: 707.3130373

Redwood Valley



Property Address: 8207 East Road, Redwood Valley, CA 95470Date: 3-6-2019

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☐ Yes ☒ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s)  
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components

(Describe: \_\_\_\_\_)

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. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence 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. Fixtures in this dwelling may not comply with section 1101.4 of the Civil Code.

C. Are you (Seller) aware of any the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ..... ☐ Yes ☒ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ..... ☐ Yes ☒ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property ..... ☐ Yes ☒ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. .... ☐ Yes ☒ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes .. ☐ Yes ☒ No
6. Fill (compacted or otherwise) on the property or any portion thereof ..... ☐ Yes ☒ No
7. Any settling from any cause, or slippage, sliding, or other soil problems ..... ☐ Yes ☒ No
8. Flooding, drainage or grading problems ..... ☐ Yes ☒ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ..... ☐ Yes ☒ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements ..... ☐ Yes ☒ No
11. Neighborhood noise problems or other nuisances ..... ☐ Yes ☒ No
12. CC&R's or other deed restrictions or obligations ..... ☐ Yes ☒ No
13. Homeowners' Association which has any authority over the subject property ..... ☐ Yes ☒ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ..... ☐ Yes ☒ No
15. Any notices of abatement or citations against the property ..... ☐ Yes ☒ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ..... ☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): \_\_\_\_\_

- D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Buyer's Initials BSA/CPA

Seller's Initials RH

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### REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)

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Redwood Valley



DocuSign Envelope ID: 870CB8F5-75B2-4355-9A7E-85BE8B203C53

Property Address: 8207 East Road, Redwood Valley, CA 95470

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller By: [Signature]Date: 3-6-2019

Redwood Valley, CA, Congregation of Jehovah's Witnesses, Inc.

Date 3-6-2019

Seller

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 Inspection Disclosure (AVID Form)  
☐ Agent notes no items for disclosure.  
☐ Agent notes the following items:

X To be provided during escrow.Agent (Broker Representing Seller) RE/MAX, Full Spectrum  
(Please Print)DocuSigned by:  
Lynn McNamara(Associate Licensee or Broker Signature)  
Lynn McNamaraDate 7/11/2019**IV. AGENT'S INSPECTION DISCLOSURE**

(To be completed only if the agent who has obtained the offer is other than the agent above.)

**THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:**

- ☐ See attached Agent Visual Inspection Disclosure (AVID Form)  
☐ Agent notes no items for disclosure.  
☐ Agent notes the following items:

X To be provided during escrow.Agent (Broker Obtaining the Offer) RE/MAX FULL SPECTRUM, Ukiah  
(Please Print)DocuSigned by:  
Lynn McNamara Agent/Tom Larson Broker  
(Associate Licensee or Broker Signature) Date 7/11/2019**V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.****I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT**Seller By: [Signature] Date 3-6-2019 Buyer County of Mendocino Date 7/15/2019

Redwood Valley CA, Congregation of Jehovah's

Seller Date \_\_\_\_\_ Buyer By: Carmel J. Angelo, CEO / County Purchasing Agent Date \_\_\_\_\_Agent (Broker Representing Seller) RE/MAX, Full Spectrum  
(Please Print)DocuSigned by:  
Lynn McNamara  
(Associate Licensee or Broker Signature)  
Lynn McNamaraDate 7/11/2019Agent (Broker Obtaining the Offer) RE/MAX, Full Spectrum  
(Please Print)DocuSigned by:  
Lynn McNamara  
(Associate Licensee or Broker Signature)Date 7/11/2019**SECTION 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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Redwood Valley



**"AS IS" ADDENDUM and RELEASE OF LIABILITY**  
**For "Property": 8207 East Road, Redwood Valley, CA 95470**

This ADDENDUM is made part of that Real Estate Purchase Contract and Receipt for Deposit.

**"AS IS" Sale.** In further consideration of the price and terms of sale of the Property, Purchaser and Seller agree that: (1) Purchaser is purchasing the Property "AS IS" with "ALL FAULTS," that is, in its physical nature and condition as of the date of the execution of this Agreement; (2) Seller **has** occupied the Property and makes no warranties or representations concerning the physical nature or condition of the Property; (3) except as set forth in this Agreement, Seller has not made any representation to Purchaser, either directly or through any agent, as to the physical nature or condition of the Property; and (4) Purchaser shall have the right to fully inspect the Property at all reasonable times prior to Closing.

**CONVEYANCE.** Seller shall convey title by Grant Deed or its equivalent.

**ZONING AND USE.** This ADDENDUM is intended by Buyer and Seller to supersede and render without force or effect (a) any representations or provisions in the Deposit Receipt which would have otherwise made Seller responsible for present zoning or future desired zoning changes. Buyer has verified with the property authorities current zoning and use, along with verification for the desired future zoning and use. Buyer has satisfied themselves with the proper authorities and releases the Seller and its agents of any liability regarding any future findings related to the present zoning and any future rezone and use of said property, (b) all provisions under which the Seller would have warranted that the property and its components, systems and appliances are operative, in working order, and free of damage or defect.

**INSPECTIONS.** Buyer acknowledges the importance of, and takes responsibility for, obtaining full and comprehensive inspections of the Property by competent, professional contractors, inspectors and other experts, and warrants that Buyer's decision to purchase the Property is being made in reliance thereon, and not on any representation made by Seller or Seller's agent.

**ASBESTOS AND TOXINS.** Seller makes no representation or warranty as to whether the Property contains asbestos or any other harmful or toxic substances. Further, to the extent that Seller gives or has given to the Purchaser any information from, or copy of, any inspection, engineering or environmental report concerning asbestos or any other harmful or toxic substances, Seller makes no representation or warranty with respect to the accuracy, completeness, methodology, preparation or any other aspect of the content of any such report. Buyer waives and releases Seller from all present or future claims arising from or relating to the presence or alleged presence of asbestos or any other harmful or toxic substances in, on, under or about the Property including, without limitation, any claim under or on account of any Federal, State or local law, ordinance, rule or regulation, now or hereafter in effect. The terms and provisions of this section of the Agreement shall survive the Closing.

**REPAIRS OR MODIFICATIONS.** Buyer understands that Seller will not be undertaking any repairs or modification or providing any warranty of any kind as to any part of the Property, unless such exceptions are set forth in writing in another written addendum to the Purchase Contract.

Buyer hereby agrees that after having obtained and approved all said inspections and reports as he/she may desire, that he/she agrees to release the Seller and its agents from all liability concerning the condition of the property and agrees to assume sole responsibility for the property.


Buyers signing of final escrow papers and closing this transaction shall conclusively be considered final approval and shall confirm Buyer's assumption of responsibility and Release of Liability for Seller and agents.

**In the event of any inconsistency or conflict between the terms and provisions of this Addendum and those contained in the Purchase Contract to which this Addendum is attached, the terms and provisions of this Addendum shall govern and be binding.** Further, in the event of any inconsistency or conflict between the terms and provisions of this Addendum and those contained in any other Addenda attached to the Purchase Contract to which this Addendum is attached, the terms and provisions of this Addendum shall govern and be binding.

County of Mendocino

Buyer \_\_\_\_\_ Date \_\_\_\_\_

DocuSigned by:  
  
 Seller \_\_\_\_\_ Date 3/22/2019  
Seller ABC253C42F...

DocuSigned by:  
  
 Buyer \_\_\_\_\_ Date 3/15/2019  
A82A04A4F0C8400...

Seller \_\_\_\_\_ Date \_\_\_\_\_



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

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

**Multiple Buyers:** Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

**Multiple Sellers:** Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

**Dual Agency:** If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

**Offers not necessarily confidential:** 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. 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.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

**Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller Disclosure and Consent and agrees to the agency possibilities disclosed.**

Seller	By: <u>Rodney Hobbs</u>	<u>Redwood Valley, CA, Congregation of Jehovah's</u>	Date <u>3/22/2019</u>
Seller	<u>D68FE4BC253C42F...</u>		Date _____
	County of Mendocino		Date <u>7/15/2019</u>
Buyer	DocuSigned by:		Date _____
Buyer	<u>By: Carmel J. Angelo, CEO / County Purchasing Agent</u>		Date _____
Buyer's Brokerage Firm	<u>RE/MAX, Full Spectrum</u>	DRE Lic # _____	Date _____
By	<u>Lynn McNamara</u>	DRE Lic # <u>00575586</u>	Date <u>3/1/2019</u>

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

RE/MAX Full Spectrum, Commercial Division, Post Office Box 873 Ukiah, CA 95482  
Lynn Mc Namara

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Redwood Valley







CALIFORNIA  
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**WIRE FRAUD AND ELECTRONIC FUNDS  
TRANSFER ADVISORY**  
(C.A.R. Form WFA, Revised 12/17)

Property Address: 8207 East Road, Redwood Valley, CA 95470 ("Property").

**WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:**

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

**ACCORDINGLY, YOU ARE ADVISED:**

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at [www.ic3.gov](http://www.ic3.gov); or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

**NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.**

Buyer/Tenant	County of Mendocino	Date	
Buyer/Tenant	DocuSigned by: <i>By: Carmel J. Angelo, CEO / County Purchasing Agent</i> AB2A04A4F0C8400...	Date	7/15/2019
Seller/Landlord	<i>Rodney Hobbs</i> By: D68FE4BC253C42F...	Date	3/22/2019
Seller/Landlord		Date	

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**WFA REVISED 12/17 (PAGE 1 OF 1)**

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



## MARKET CONDITIONS ADVISORY

(C.A.R. Form MCA, Revised 11/11)

**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.

Buyer's Initials ( BLM/CPA )

Seller's Initials ( RLH ) ( \_\_\_\_\_ )



Property Address: **8207 East Road, Redwood Valley, CA 95470**Date: **March 1, 2019**

**(3) INSPECTION 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 inspection contingency. However, even if you make an offer without an inspection 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.

**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. 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. 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, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract.

### 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.**

County of Mendocino		Date _____
Buyer	DocuSigned by: By: <i>Carmel J. Angelo, CEO / County Purchasing Agent</i>	Date <u>7/15/2019</u>
Buyer	DocuSigned by: By: _____	Date _____
Seller	By: <i>Rodney Hobbs</i>	Date <u>3/22/2019</u>
Seller	<b>Redwood Valley, CA, Congregation of Jehovah's Witnesses, Inc.</b>	Date _____
Seller	_____	Date _____

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MCA 11/11 (PAGE 2 OF 2)

### MARKET CONDITIONS ADVISORY (MCA PAGE 2 OF 2)

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Redwood Valley

## **Offer Instructions & Receipt for Documents (v2)**

**8207 East Road, Redwood Valley, CA 95470**

- Submit with offer (C.A.R. Form only): Buyer's pre-approval letter and verification of down payment funds
- Submit all disclosure pages indexed below signed/initialed by Buyer and Buyer's agent, where indicated
- Submit the COMPLETE offer package
- Seller will choose escrow and title
- Buyer and Seller each to pay their own escrow and title costs

	Description	Page Qty.
	Receipt for Documents	1
	Disclosure Regarding Real Estate Agency Relationship (Buyer) (AD)	2
	Possible Representation of More Than One Buyer or Seller (PRBS)	1
	Wire Fraud Advisory (WFA)	1
	Buyer's Inspection Advisory (BIA)	1
	Representative Capacity Signature Disclosure (RCSD-B), if applicable	1
	Representative Capacity Signature Disclosure (RCSD-S)	1
	"As-Is" Addendum	1
	Release, Indemnity and Hold Harmless Agreement	1
	Statewide Buyer and Seller Advisory (SBSA)	14
	Seller Property Questionnaire (SPQ)	4
	Real Estate Transfer Disclosure Statement	3
	Natural Hazard Disclosure	1
	Commercial Property Earthquake Disclosure Report	2
	Energy Rating Booklet Signature Page	1
	Market Condition Advisory (MCA)	2
	Lead-Based Paint and Lead-Based Paint Hazards Disclosure	2
	Buyer Inspection Election Form (BIE)	1
	Buyer's Pre-Approval Letter, if applicable	1
	Buyer's Proof of Funds (Bank statement within 30 days)	1

**The undersigned acknowledges receipt of the above disclosures and reports.**

**Buyer is advised to independently verify information regarding the property through their own investigations and/or consulting with those who created the reports.**

Buyer's Signature:	County of Mendocino	Date: _____
Buyer's Signature:	<small>DocuSigned by:</small> <i>By: Carmel J. Angelo, CEO / County Purchasing Agent</i> <small>A82A04A4F0C8400...</small>	Date: <u>7/15/2019</u>
Buyer's Agent's Signature:	<small>DocuSigned by:</small> <i>Lynn McNamara</i> <small>CF1E27DB96704B7...</small>	Date: <u>7/11/2019</u>



**RELEASE, INDEMNITY, AND HOLD HARMLESS AGREEMENT**

**For: 8207 East Road, Redwood Valley, CA 95470**

In my decision to purchase this property, I have relied solely upon my own due diligence and the advice of my own representatives, including my attorney, inspectors, and Realtor. I therefore agree to release, indemnify, and hold Seller and Seller's Realtors, agents, and representatives harmless for any negligence, misrepresentation, or failure to disclose any information about the property or about any condition of the property, the neighborhood, or the community, that could influence my decision to purchase the property.

Seller shall convey title by Grant Deed or its equivalent. Seller reserves the right to sever and retain all Oil, Gas, and other Minerals rights owned by Seller, if any.

This Release, Indemnity, and Hold Harmless Agreement is being executed contemporaneously with the Purchase Agreement and controls over any provision in the Agreement to the contrary, including any representation made in the Agreement about the property or about any condition thereof that could influence my decision to purchase the property.

In the event of litigation, each party to bear his/her/its own fees and costs.

County of Mendocino

Purchaser

Date

DocuSigned by:

By: Carmel J. Angelo, CEO / County Purchasing Agent

AS2AM4AF0CB400

Purchaser

7/15/2019

Signed  
Date



Fidelity National Title  
10969 Trade Center Drive, Suite 107, Rancho  
Cordova, CA 95670

## Preliminary Report

19 Page Prelim Received By: Mendocino County

DocuSigned by:

By: Carmel J. Angelo, CEO / County Purchasing Agent

A82A04A4F0C8400...

7/15/2019

RE/MAX Full Spectrum  
601 South State Street  
Ukiah, CA 95482  
Attn: Lynn McNamera

Escrow Officer: Denise LaHa  
Email: Denise.LaHa@fnf.com  
File No.: FSNX-5141900392-CC  
Escrow No.: FSNX-5141900392 -DL

Property Address: 8207 East Road, Redwood Valley, CA

## Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Fidelity National Title LiveLOOK report, Click Here](#)

**Fidelity National Title**

This Office: Title Office 02 Title # LIVELOOKREPORT 1245 Main Street, Ukiah, California 9

APR 11, 2019 AT 1:00 AM

**SUMMARY**

**VESTING:** Sure Seller and Sure Seller, Inc. and all its joint tenants

**ADDRESS:** 1245 Main Street, Ukiah, California

**FORM OF POLICY:** A. CLEARED 2013 Homeowner's Policy of Title Insurance ALTA Loan 2005

**FILE NUMBER:** 107120081001

**PLANT DATE:** April 2, 2019 at 7:00 am

**PROPERTY TYPE:** Single Family Residence

**EXCEPTIONS**

- A. Property taxes, which are a lien for all due and payable
- B. Supplemental or assigned assessments of any
- C. Payment of Contract Assessment Required - NDE/FACZ
- 1. Water rights
- 2. Provisions in a deed prohibiting the purchase, setting or holding of a floating lien on said land
- 3. Covenants, conditions, and restrictions
- 4. Easement
- 5. Deed of Trust
- 6. Abstract of Judgment
- 7. Notice of Independent Solar Energy System Producer Contract
- 8. Financing Statement
- 9. If the land is within the area affected by a Geographic Targeting Order issued by S&CEN

**Effortless, Efficient, Compliant, and Accessible**



# Fidelity National Title Company

OF CALIFORNIA

## PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company of California** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

*The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.*

*This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.*

*The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.*

***Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.***

***It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.***

**Fidelity National Title Insurance Company**

By:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent



Visit Us on our Website: [www.fntic.com](http://www.fntic.com)



# Fidelity National Title Company OF CALIFORNIA

**ISSUING OFFICE:** 10969 Trade Center Drive, Suite 107, Rancho Cordova, CA 95670

**FOR SETTLEMENT INQUIRIES, CONTACT:**  
Fidelity National Title Company of California  
704 E. Perkins St, Suite D • Ukiah, CA 95482  
(707)467-9212 • FAX (707)467-9183

***Another Prompt Delivery From Fidelity National Title Company of California Title Department  
Where Local Experience And Expertise Make A Difference***

## PRELIMINARY REPORT

Title Officer: Cathy Clark  
Email: [Cathy.Clark@fnf.com](mailto:Cathy.Clark@fnf.com)  
Title No.: FSNX-5141900392-CC

Escrow Officer: Denise LaHa  
Email: [Denise.LaHa@fnf.com](mailto:Denise.LaHa@fnf.com)  
Escrow No.: FSNX-5141900392 -DL

TO: RE/MAX Full Spectrum  
601 South State Street  
Ukiah, CA 95482  
Attn: Lynn McNamera

**PROPERTY ADDRESS(ES):** 8207 East Road, Redwood Valley, CA

**EFFECTIVE DATE:** June 14, 2019 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990 (04-08-14)

ALTA Loan Policy 2006

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

Redwood Valley, CA, Congregation of Jehovah's Witnesses, Inc.

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF



## EXHIBIT "A"

### Legal Description

For APN/Parcel ID(s): 163-140-14-00

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MENDOCINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

All that certain real property situated in Lot 110 of Healey's Survey and Map of the Yokayo Rancho, County of Mendocino, State of California, more particularly described as follows:

Commencing at a concrete monument lying 40 feet right of Engineer's Station 61+60.09 B.C. as shown on a Record of Survey "Centerlines of Proposed Road through Redwood Valley", filed in [Map Case 2, Drawer 1, Page 87](#), Mendocino County Records; thence on a curve to the right with a radius of 2260.00 feet, from which the tangent bears North 25° 34' 52" West, through a central angle of 1° 42' 07", a distance of 67.13 feet to a 1/2 inch iron pipe marked R.C.E. 15311 as shown on Record of Survey for Don Christensen, filed in [Map Case 2, Drawer 16, Page 73](#), Mendocino County Records; thence North 73° 06' 18" East, 159.00 feet; thence North 20° 08' 50" West, 294.46 feet; thence South 72° 22' 38" West, 107.64 feet to a 24 inch Black Oak Tree (now 40"); thence South 73° 03' 38" West, 51.36 feet; thence on a curve to the left with a radius of 2260.00 feet, from which the tangent bears South 16° 26' 40" East, through a central angle of 7° 26' 05", a distance of 293.26 feet to the point of beginning.

Saving and excepting a 20 foot strip lying North of and contiguous to the Southerly line of the above described real parcel of land.

**AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2019-2020.
2. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. Water rights, claims or title to water, whether or not disclosed by the public records.
5. Rights of the public to any portion of the Land lying within the area commonly known as East Road.

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Redwood Valley County Water District  
 Purpose: Pipelines  
 Recording Date: September 6, 1978  
Recording No.: [Book 1169, Page 125, of Official Records](#)  
 Affects: A portion of said land

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Roger Southwick and Sandra Southwick  
 Purpose: Water and gas pipelines  
 Recording Date: September 5, 1984  
Recording No.: [Book 1473, Page 186, of Official Records](#)  
 Affects: A portion of said land

8. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

9. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

**EXCEPTIONS**

(continued)

10. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): Redwood Valley, CA, Congregation of Jehovah's Witnesses, Inc.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

11. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Redwood Valley, CA, Congregation of Jehovah's Witnesses, Inc.

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

12. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

**END OF EXCEPTIONS**

**NOTES**

**Note 1.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Commercial Property, known as 8207 East Road, Redwood Valley, CA, to an Extended Coverage Loan Policy.

**Note 2.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:  
  
No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.

**Note 3.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

**Note 4.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: 163-140-14-00

Fiscal Year:	2018-2019
1st Installment:	\$177.49
2nd Installment:	\$177.49
Land:	\$13,395.00
Improvements:	\$348,744.00
Personal Property:	\$10,000.00
Code Area:	154-028
Bill No.:	53059

**Note 5.** Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.

**Note 6.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

**Note 7.** Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

**Note 8.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

**Note 9.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.



**NOTES**  
(continued)

- Note 10.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note 11.** Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
- Note 12.** Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

**END OF NOTES**



Inquire before you wire!

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## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

**FIDELITY NATIONAL FINANCIAL  
PRIVACY NOTICE  
Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

**Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

**Personal Information.** FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

**Browsing Information.** FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

**How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

**Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.



For Vermont Residents: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

#### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

#### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

#### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

#### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

#### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

## ATTACHMENT ONE

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

## ATTACHMENT ONE (CONTINUED)

### CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

#### EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

#### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

## **ATTACHMENT ONE (CONTINUED)**

### **2006 ALTA LOAN POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

[Except as provided in Schedule B - Part II, [t]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

##### **[PART I**

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

##### **PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]



## **ATTACHMENT ONE (CONTINUED)**

### **2006 ALTA OWNER'S POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

## **ATTACHMENT ONE (CONTINUED)**

### **ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

### **FNF Underwritten Title Companies**

CTC – Chicago Title Company  
CLTC – Commonwealth Land Title Company  
FNTC – Fidelity National Title Company  
FNTCCA – Fidelity National Title Company of California  
TICOR – Ticor Title Company of California  
LTC – Lawyer's Title Company

### **Underwritten by FNF Underwriters**

CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company

### **Available Discounts**

#### **CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)**

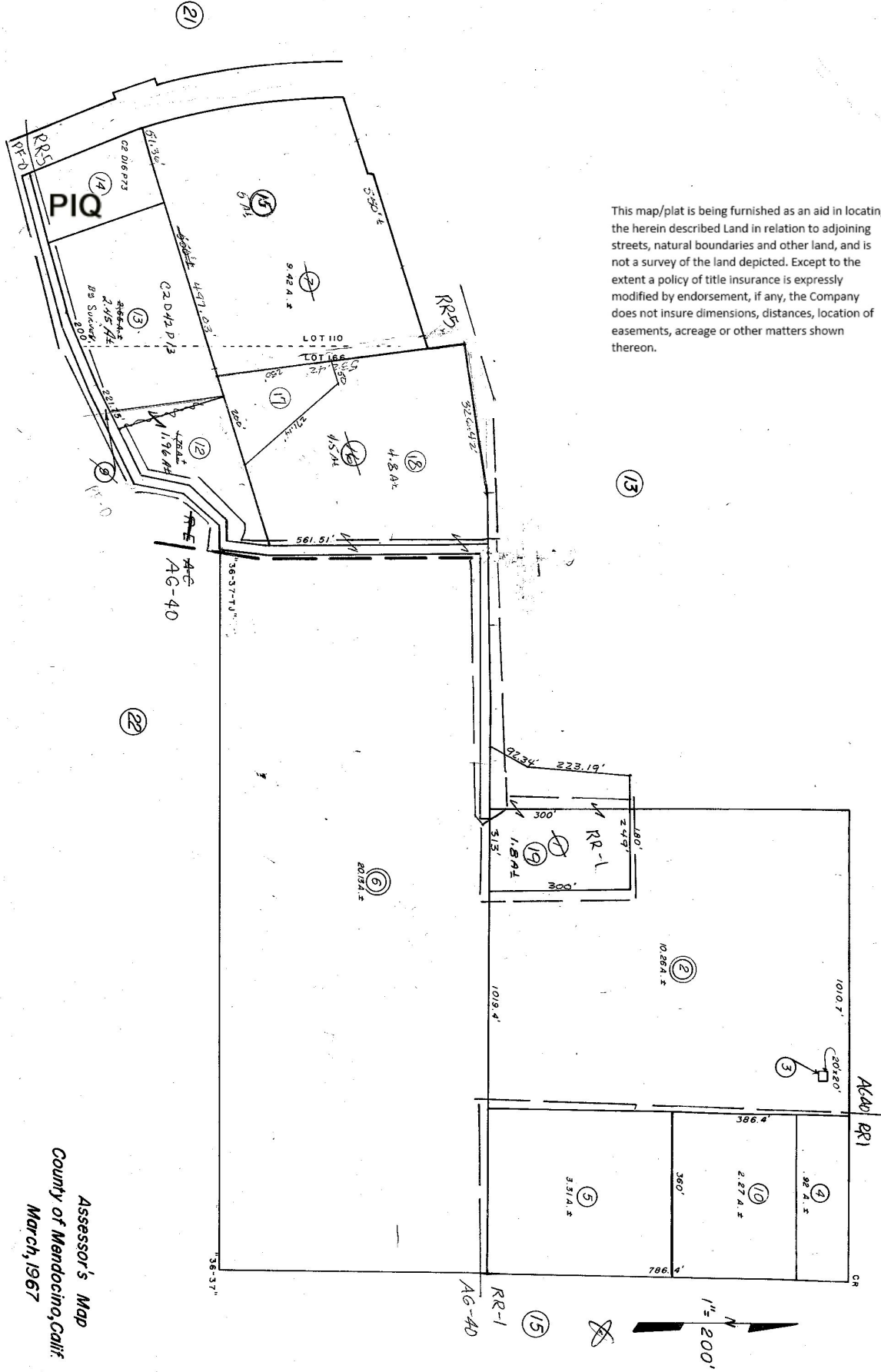
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Fr. Lots 110, 166 Yokayo Rancho

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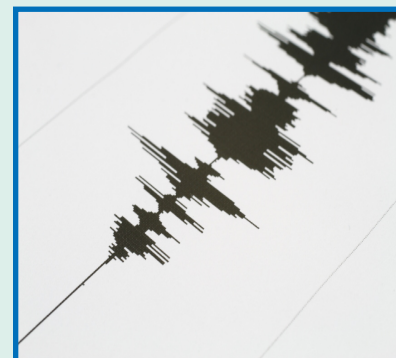


## Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants

Protect Your Family From Lead in Your Home

The Homeowner's Guide to Earthquake Safety

first tuesday



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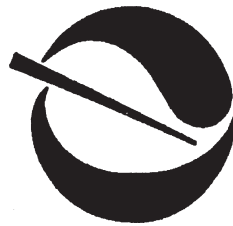
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# **RESIDENTIAL ENVIRONMENTAL HAZARDS:**

## **A Guide For Homeowners, Homebuyers, Landlords and Tenants**

**Arnold Schwarzenegger  
Governor**

**August 2005**



**CALIFORNIA ENVIRONMENTAL  
PROTECTION AGENCY**



This guide was originally developed by M. B. Gilbert Associates, under contract with the California Department of Real Estate in cooperation with the California Department of Health Services. The 2005 edition was prepared by the California Department of Toxic Substances Control, in cooperation with the California Air Resources Board and the California Department of Health Services, and meets all State and Federal guidelines and lead disclosure requirements pursuant to the Residential Lead-Based Paint Hazard Reduction Act of 1992. The 2005 edition incorporates the Federal "Protect Your Family from Lead" pamphlet. This booklet is offered for information purposes only, not as a reflection of the position of the administration of the State of California.



## Introduction

The California Departments of Real Estate and Health Services originally prepared this booklet in response to the California legislative mandate (Chapter 969, Statutes of 1989, AB 983, Bane) to inform the homeowner and prospective homeowner about environmental hazards located on and affecting residential property.

The 2005 edition was prepared by the California Department of Toxic Substances Control, in cooperation with the California Air Resources Board and the California Department of Health Services' Childhood Lead Poisoning Prevention Program, Radon Program, and Division of Drinking Water and Environmental Management, in response to a 1994 legislative mandate (Chapter 264, Statutes of 1994, AB 2753, Sher). The 1994 legislation also requires this booklet to consolidate the California disclosure requirements (Ch. 969, Statutes of 1989) and the federal disclosure requirements (The Residential Lead-Based Paint Hazard Reduction Act of 1992).

The information contained in this booklet is an overview of some environmental hazards which may be found on or in residential property and which may affect residential real estate. Since this booklet is not meant to be all-inclusive, it should be used only for general guidance. Although law requires the disclosure of known hazards, an environmental survey may be conducted to obtain further information. Homeowners, tenants, and prospective homeowners may wish to obtain other literature for additional information on hazards of concern.

In California, sellers are required to disclose the presence of any known environmental hazard. A statement that the homeowner is unaware of environmental hazards is not a guarantee that the property is free of such hazards. It is in the homeowner's and prospective homeowner's interest to know what hazards are common, where they are found, and how they might be mitigated. This booklet will provide homeowners and prospective homeowners with the information and additional resources needed to make an informed decision about environmental hazards that may be present on a property.

Because of the contribution of household hazardous wastes to the problem of hazardous waste disposal, a section on proper storage and disposal of household hazardous products is included. In discussing health impacts of hazardous substances, lifetime exposure to low levels is emphasized because the resident is more likely to encounter this type of exposure than exposure to high levels of hazards for a short time. Sources of additional information and a list of government agencies are provided for further information.

Pursuant to AB 983, if this environmental hazards booklet is made available to homeowners or prospective homeowners, real estate licensees and home sellers are not required to provide additional information on such hazards. However, delivery of this publication to homeowners or prospective homeowners does not relieve home sellers and real estate licensees of the responsibility to disclose the existence of environmental hazards when such hazards are known to them.

The material is presented with the understanding that the publisher is not engaged in offering legal or other professional advice. If legal or other expert assistance is required, the services of a skilled professional should be obtained.

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# CHAPTER I

## ASBESTOS

### *What is Asbestos?*

Asbestos is the name given to a number of naturally occurring fibrous silicate minerals that have been mined for their useful properties such as thermal insulation, chemical and thermal stability, and high tensile strength. The three common types of asbestos are chrysotile, amosite, and crocidolite. Chrysotile, also known as white asbestos and a member of the serpentine mineral group, is the most common. Asbestos can only be identified under a microscope.

### *Where is asbestos found in the home?*

Asbestos has been used in many products found in the home that provide insulation, strength, and fire protection. In 1989, the U.S. Environmental Protection Agency (U.S. EPA) announced a phased ban of asbestos products to be completed by 1996. However, in 1991, the U.S. Fifth Circuit Court of Appeals overturned and remanded the asbestos ban and phase-out rule to EPA. Today, most asbestos products can still be legally manufactured, although production of asbestos containing materials has decreased dramatically since the late 1970s. The most common items in the home that may contain asbestos are:

- Vinyl flooring
- Duct wrapping on heating and air conditioning systems
- Insulation on hot water pipes and boilers
- Some roofing shingles, and siding
- Vermiculite attic insulation
- Ceiling and wall insulation
- Sheet rock taping compounds and some ceiling materials

Asbestos that has been sprayed on ceilings often has a spongy, “cottage cheese” appearance with irregular soft surfaces. Asbestos troweled on walls has a textured, firm appearance. Vermiculite attic insulation, found both in the attic between trusses and in-between walls, also has the potential to contain asbestos. Vermiculite attic insulation is a pebble-like, pour-in product and is usually light-brown or gold in color.

Manufacturers can provide information on the asbestos content of home products. A certified asbestos consultant can be hired to test building material and determine whether or not asbestos is present and to give advice about how to take care of it safely. Current asbestos bulk testing methods may be insufficient to determine the presence of asbestos in vermiculite attic insulation. For more information on vermiculite, reference U.S. EPA’s *Current Best Practices for Vermiculite Attic Insulation* at [www.epa.gov/asbestos/insulationbrochure2.pdf](http://www.epa.gov/asbestos/insulationbrochure2.pdf).

### *How is asbestos harmful?*

Intact or sealed (painted or taped over) asbestos is not harmful unless it becomes damaged and friable. Friable means the material can be easily crushed or pulverized to a powder by hand pressure. Friable materials have a higher potential to release fibers. Asbestos fibers that are released into the air and inhaled can accumulate in the lungs and pose a health risk. This risk can be divided into two general categories: risk of asbestosis (lung scarring); and increased risk of cancer.

The U.S. EPA classifies asbestos as a known human carcinogen. If asbestos fibers are inhaled, the chance of contracting lung cancer or mesothelioma (cancer of the lining of the chest or abdomen) increases. The more asbestos is inhaled, the greater risk of developing cancer. Smokers who are exposed to high levels of asbestos have a much greater risk of developing lung cancer than nonsmokers exposed to the same level. Symptoms of cancer may not develop until 10-40 years after the first exposure to asbestos.

### *Is there a safe level of asbestos?*

There is no safe level of asbestos exposure. The more asbestos fibers you inhale, the greater your risk of developing lung cancer and asbestos-related disease. Exposure to asbestos should always be avoided.

### *How can asbestos content in materials be determined?*

When you suspect asbestos is present in building materials, it is important to have the materials tested by a qualified laboratory. Visual inspection alone is not enough to identify the presence of asbestos.

It is recommended that you contact a certified asbestos consultant to take samples of potential asbestos containing materials and have them tested by a qualified laboratory. A list of asbestos consultants who have been certified by the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) for evaluating building materials and recommending a course of action may be obtained on the Internet at [www.dir.ca.gov](http://www.dir.ca.gov) or by calling (916) 574-2993.

The certified asbestos consultant's role is to protect the interests of the homeowner. The Consultant is prohibited from any financial tie to a contractor if one is needed to perform removal. A list of asbestos contractors registered with Cal/OSHA for doing asbestos related work may be obtained by calling (415) 703-5190.

### *How should the homeowner repair or remove asbestos?*

Repair or removal of asbestos by the homeowner may be unwise if the damage is severe, since it may result in unnecessary exposure to airborne fibers. In cases where planned remodeling projects are expected to damage asbestos-containing materials, it is wise to hire a qualified contractor to remove the material. The homeowner should use the following guidelines in choosing a qualified contractor:

- Check to see if the contractor is licensed by the California Contractors State License Board and registered with the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) for doing asbestos work.
- Be aware that some contractors may remove material incorrectly and still charge a substantial fee.
- Require references from the contractor and check them to see if the contractor's work is satisfactory.
- Require the contractor to specify his safety procedures in writing.

The homeowner can expect to pay three times as much for a small removal job than a large one as it is expensive for a contractor to set up all the necessary safety equipment. You should consider hiring a certified asbestos consultant to review safety procedures and oversee the performance of the contractor.

### *Does the law require asbestos mitigation?*

Asbestos mitigation is at the discretion of the homeowner. Even if material contains asbestos, the homeowner may choose to leave it alone or, if necessary, repair it. If the home owner chooses to do his or her own repairs, the home owner must comply with the law. The free Department of Toxic Substances Control fact sheet

“Managing Asbestos Waste” is available on the DTSC Web site at [www.dtsc.ca.gov/InformationResources/upload/OAD-PBL\\_Asbestos\\_FS.pdf](http://www.dtsc.ca.gov/InformationResources/upload/OAD-PBL_Asbestos_FS.pdf)

### ***What about naturally occurring asbestos that is found near the home?***

Naturally Occurring Asbestos (NOA) includes six regulated naturally occurring minerals (actinolite, amosite, anthophyllite, chrysotile, crocidolite, and tremolite) and is commonly found in California within serpentine and other ultramafic rocks and soils of the Coastal Ranges, Klamath Mountains, and the Sierra Nevada Mountains. The California Geological Survey has produced a map that identifies areas more likely to contain NOA in California. The map may be found online at [www.consrv.ca.gov/cgs/minerals/hazardous\\_minerals/asbestos/index.htm](http://www.consrv.ca.gov/cgs/minerals/hazardous_minerals/asbestos/index.htm).

Asbestos fibers may be released into the air as a result of activities which disturb NOA-containing rock or soils. Development construction activities in areas that contain NOA may release asbestos. Also, driving on roads or driveways surfaced with asbestos containing gravel, such as serpentine, may release asbestos. The California Air Resources Board (ARB) has established Asbestos Airborne Toxic Control Measures (ATCMs) to regulate the surfacing of roads with asbestos-containing gravels and construction and grading activities in areas potentially containing asbestos. For more information about naturally occurring asbestos, go to [www.arb.ca.gov/toxics/asbestos/asbestos.htm](http://www.arb.ca.gov/toxics/asbestos/asbestos.htm).

### ***Hotlines:***

For information on the identification and abatement of asbestos hazards in the home, and other information about asbestos visit the U.S. EPA Asbestos Web site at [www.epa.gov/asbestos](http://www.epa.gov/asbestos).

For technical assistance and information about:

- Toxic Substances Control Act (TSCA);
- Regulations and programs administered under TSCA, including asbestos, lead-based paint, and PCB's; and
- EPA's 33/60 voluntary pollution prevention program;

contact the Toxic Substances Control Act Assistance Information Service (T.A.I.S.), Washington, D.C. at:

Telephone: (202) 554-1404

Fax: (202) 554-560

E-mail: [tsca-hotline@epa.gov](mailto:tsca-hotline@epa.gov)

### ***Publications:***

#### ***Indoor Air Quality Infosheet - Asbestos***

This free publication is available from:

American Lung Association  
Environmental Health Department  
909 12th Street  
Sacramento, CA 95814  
Telephone: (800) LUNG-USA [(800) 586-4872]

## ***The Inside Story - A Guide to Indoor Air Quality***

### ***Asbestos in Your Home***

These free publications are available from:

U.S. EPA Indoor Air Quality Information Clearinghouse  
P.O. Box 37133  
Washington, D.C. 20013-7133  
Telephone: (800) 438-4318  
FAX: (202) 484-1510  
E-mail: [iaqinfo@aol.com](mailto:iaqinfo@aol.com)  
Web: [www.epa.gov/iaq](http://www.epa.gov/iaq)

### ***Asbestos in the Home and Workplace***

This list is available on the Internet from:

California Department of Health Services  
Indoor Air Quality Program  
[www.cal-iaq.org/cal-iaq%20asbestos.htm](http://www.cal-iaq.org/cal-iaq%20asbestos.htm)

### ***List of Certified Asbestos Consultants***

This list is available on the Internet or by mail for \$8.00 from:

California Department of Industrial Relations  
Division of Occupational Safety and Health (Cal/OSHA)  
Asbestos Consultant Certification Unit  
2211 Park Towne Circle, Suite 1  
Sacramento, CA 95825  
Telephone: (916) 574-2993  
Web: [www.dir.ca.gov](http://www.dir.ca.gov)

### ***List of Asbestos Abatement Contractors***

This list is available for \$25.00 from:

California Department of Industrial Relations  
Division of Occupational Safety and Health (Cal/OSHA)  
Asbestos Contractor Registration Unit  
455 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, CA 94102  
Telephone: (415) 703-5190  
Web: [www.dir.ca.gov](http://www.dir.ca.gov)

***What You Should Know Before You Hire a Contractor***

This free publication is available from:

California Contractors State License Board

9835 Goethe Road

P.O. Box 26000

Sacramento, CA 95827

Telephone: (800) 321-2752 (To receive the publication, leave your name and address on message phone.)

*Note: Telephone numbers and prices were correct at the date of publication of this booklet, but are subject to change.*



## CHAPTER II

### FORMALDEHYDE

#### *What is formaldehyde?*

Formaldehyde is a colorless, pungent gas that is soluble in water and most organic solvents. It is used as a raw material in the manufacture of building materials, many consumer products, and some fabrics. Formaldehyde is found in the outdoor air at an average concentration of approximately 3 parts per billion (ppb).

#### *How is formaldehyde harmful?*

The Office of Environmental Health Hazard Assessment (OEHHA) has concluded that exposures to formaldehyde can cause cancer in humans. In 2004, the International Agency for Cancer Research upgraded formaldehyde to a Group I (known human) carcinogen, based on human epidemiology studies of nasopharyngeal cancer. Exposure to airborne formaldehyde may also cause other illnesses, such as irritation to the eyes, skin, and respiratory tract; coughing; sore or burning throat; nausea; and headaches. Formaldehyde may also worsen asthma or allergy symptoms in those with such pre-existing sensitivities. Reducing exposures to formaldehyde will reduce these health risks.

#### *What levels of formaldehyde are found in the home?*

The average formaldehyde concentration inside California homes is about 14 ppb in conventional homes and 37 ppb in manufactured homes. Formaldehyde concentrations have been measured at levels greater than 200 ppb in both manufactured and new conventional homes. However, concentrations inside manufactured homes are generally higher than those in conventional homes due to the increased use of composite wood products.

#### *What are the sources of formaldehyde in the home?*

Indoor sources are the major cause of exposures to formaldehyde because people spend most of their time indoors, and there are many indoor sources of formaldehyde that typically produce concentrations several times higher than outdoor levels.

Composite wood products are probably the greatest source of formaldehyde in the home. Other sources include other building materials such as some paints, coatings, and wallpaper; some consumer products such as fingernail products; permanent pressed fabric such as clothing and draperies; and combustion sources such as cigarettes and gas appliances.

#### *What are composite wood products?*

Plywood, particleboard, and oriented strandboard are composite wood products that are bound together with formaldehyde-containing resins. The two most commonly used resins are urea-formaldehyde and phenol-formaldehyde. Composite wood products used within the home include:

- Particleboard - used for cabinetry, subflooring, shelving, and furniture
- Hardwood plywood - used in paneling, furniture, and as a wall covering

- Medium density fiberboard - used in cabinets, doors, table tops, furniture, and shelving
- Oriented strandboard and softwood plywood - used for exterior use and subflooring, which are manufactured using low-emitting phenol-formaldehyde resins

### *Why is formaldehyde emitted from these products?*

In the production of the resins, not all formaldehyde is bound tightly. Unbound or free formaldehyde can be released later as a gas from composite wood products. Formaldehyde emissions are highest from products made with urea-formaldehyde resins and new products. Emissions ordinarily decrease to low levels over time, as the product ages and off-gasses. If properly manufactured, composite wood products that incorporate phenol-formaldehyde resins do not release significant amounts of formaldehyde.

### *Is urea-formaldehyde foam a significant source of formaldehyde in homes?*

Urea-formaldehyde foam insulation (UFFI) was installed in the wall cavities of some homes during the 1970s and has been used in the manufacture of mobile homes. The Consumer Product Safety Commission banned the use of UFFI in homes and schools in 1982. Although a Federal Court subsequently removed this ban for procedural reasons, UFFI is not currently being installed in homes in California because it does not meet the insulation standards of the California Energy Commission. In homes where UFFI was installed prior to 1982, formaldehyde concentrations have declined with time to levels that are generally comparable to those in homes without UFFI.

### *How can formaldehyde be detected and measured?*

Levels of formaldehyde can be measured by chemical analysis of air samples. In general, ambient air monitoring of formaldehyde is done on a 24-hour or several day basis using standard analytical techniques and methods established by federal and state agencies. A useful indicator of the presence of indoor formaldehyde is knowledge of the formaldehyde content or emissions of products. This information can usually be obtained from the manufacturer. In general, you do not need to measure formaldehyde levels if there are few or no materials in the building known to emit high levels of formaldehyde, because levels would then be expected to approach the lower outdoor levels. However, if known or suspected sources are extensively present and cannot be readily removed, it is wise to measure the levels of formaldehyde, to assure that levels are no greater than 27 ppb.

### *Is there a safe level of formaldehyde?*

Most people experience eye and throat irritation when exposed to formaldehyde at levels above 100 ppb. Because people differ in their sensitivity to toxic effects, it is difficult to precisely define a concentration of formaldehyde that would be harmless to all people under all circumstances.

Levels in the outdoor air may be considered as the lowest levels that can practicably be achieved in the home. OEHHA has established acute (94 ug/m<sup>3</sup>, or 76 ppb, one-hour average) and chronic (3 ug/m<sup>3</sup>, or 2.4 ppb, long-term average) exposure levels to identify the levels at which sensitive individuals might experience adverse non-cancer health effects. For indoor environments, OEHHA has also identified 27 ppb as the eight hour average level that is protective against non-cancer effects for sensitive individuals. Because formaldehyde may cause cancer, and there is no known level that is absolutely risk free, the California Air Resources Board (ARB) recommends that indoor formaldehyde levels be reduced as much as possible.

## *What can be done to reduce indoor formaldehyde levels?*

Immediate measures include opening windows to increase ventilation and reducing the number of new composite wood products in a home. Where possible, replace composite wood products such as bookcases with products made from solid wood or non-wood materials. Formaldehyde emissions increase with increasing humidity and temperature. Therefore, reducing the temperature and humidity in the home will reduce formaldehyde levels.

Where the source of formaldehyde is wood paneling or extensive cabinetry, these measures may not be adequate. In those cases, removal of the paneling or coating, or replacement of cabinets may be necessary. Local trade organizations and builders' associations may be helpful in finding a contractor to do this work. You can find additional suggestions for reducing indoor formaldehyde levels in the publications listed below.

### *Publications:*

***Formaldehyde in the Home-Indoor Air Quality Guideline #1***, updated August 2004,  
[www.arb.ca.gov/research/indoor/guidelines.htm](http://www.arb.ca.gov/research/indoor/guidelines.htm)

***Determination of Formaldehyde and Toluene Diisocyanate Emissions from Indoor Residential Sources***  
[www.arb.ca.gov/research/apr/past/indoor.htm](http://www.arb.ca.gov/research/apr/past/indoor.htm) , click on Toxic Air Contaminants, scroll down.

***Final Report on the Identification of Formaldehyde as a Toxic Air Contaminant-1992.***

These free publications are available from:

California Air Resources Board, Research Division, Indoor Exposure Assessment Section  
P.O. Box 2815  
Sacramento, CA 95812  
Telephone: (916) 322-8282 (For first two publications listed)  
Telephone: (916) 322-7072 (For third publication listed)  
Web: [www.arb.ca.gov](http://www.arb.ca.gov)

***The Inside Story - A Guide to Indoor Air Quality***

***An Update on Formaldehyde***

These free publications are available from:

Indoor Air Quality Information Clearinghouse  
P.O. Box 37133  
Washington, D.C. 20013-7133  
Telephone: (800) 438-4318  
FAX: (202) 484-1510  
E-mail: [iaqinfo@aol.com](mailto:iaqinfo@aol.com)  
Web: [www.epa.gov/iaq/](http://www.epa.gov/iaq/)

***A Consumers Guide to Manufactured Housing  
Manufactured Housing for Families***

These free publications are available from:

California Department of Housing and Community Development  
Division of Administration  
P.O. Box 31  
Sacramento, CA 95812-0031  
Telephone: (916) 445-3338  
Web: [www.hcd.ca.gov](http://www.hcd.ca.gov)

*Note: Telephone numbers and prices were correct at the date of publication of this booklet, but are subject to change.*

## CHAPTER III

### HAZARDOUS WASTE

#### *What is hazardous waste?*

Hazardous waste is anything left over from a manufacturing process, chemical laboratory, or a commercial product that is dangerous and could hurt people, animals, or the environment. Many industries, such as oil and gas, petrochemical, electronics, dry cleaners, and print shops, generate hazardous waste.

When hazardous waste is properly managed it is shipped to special facilities for treatment, storage, disposal, or recycling. Hazardous waste that is not properly managed may escape into the environment and contaminate the soil, surface and ground water, or pollute the air. Some causes of hazardous waste releases are leaking underground storage tanks, poorly contained landfills or ponds, hazardous waste spills, or illegal dumping directly on land or water.

#### *What is California doing to locate and clean up hazardous waste sites?*

The U.S. EPA has targeted about 1,200 sites nationwide for federal cleanup under the federal Superfund Program. Almost 100 of those sites are in California. California is overseeing the cleanup of hundreds of other sites under a state Superfund administered by the California Department of Toxic Substances Control (DTSC). DTSC works jointly with U.S. EPA and other state agencies, such as the California Regional Water Quality Control Boards and local health departments, to manage hazardous waste problems. The primary purpose of site cleanup and mitigation activities at hazardous waste sites is to reduce or eliminate the risks the sites pose to public health or the environment.

#### *How can the prospective homeowner determine if a home is affected by a hazardous waste site?*

State law requires certain written disclosures to be made to prospective homeowners. The seller is required to disclose whether he or she is aware that the property has any environmental hazards such as asbestos, formaldehyde, radon, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water. You can find additional information on real estate disclosure "Disclosures in Real Property Transactions" available from the California Department of Real Estate. See Appendix A in this document for information on how to contact them.

A prospective homeowner may also get information about hazardous waste sites near a home by consulting the "Hazardous Waste and Substances Sites List" which is maintained by the California Environmental Protection Agency (CalEPA). The list is a comprehensive inventory of hazardous waste sites in California, including contaminated wells, leaking underground storage tanks, and sanitary landfills from which there is a known migration of hazardous waste. It also lists active federal and state hazardous waste sites scheduled for cleanup as well as potential hazardous waste sites.

Information on how you can get a copy of this list is at the end of this chapter. The addresses of federal and state agencies that manage hazardous waste programs are listed in Appendix A.



A homeowner or prospective homeowner may choose to hire a registered environmental assessor to investigate a known or suspected environmental hazard at a property. To obtain a list of registered environmental assessors, contact the Registered Environmental Assessor Program at:

P.O. Box 806  
Sacramento, CA 95812-0806  
Telephone: (916) 324-6881  
FAX (916) 324-1379  
Web: [www.dtsc.ca.gov/rea/](http://www.dtsc.ca.gov/rea/)

### ***Internet Resources:***

You can learn more about the role of the Department of Toxic Substances Control in protecting Californians from hazardous waste by visiting its Web site at [www.dtsc.ca.gov](http://www.dtsc.ca.gov).

You can also access the DTSC database of potentially contaminated sites (CalSites) at [www.dtsc.ca.gov/database/Calsites](http://www.dtsc.ca.gov/database/Calsites).

The Federal database of potentially contaminated sites is available at [www.epa.gov/superfund/sites/index.htm](http://www.epa.gov/superfund/sites/index.htm).

The Hazardous Waste and Substances Sites List (Cortese List) on the locations of hazardous materials release sites is at [www.dtsc.ca.gov/database/Calsites/Cortese\\_List.cfm](http://www.dtsc.ca.gov/database/Calsites/Cortese_List.cfm).

The List of Leaking Underground Storage Tanks is available on the Web at [www.geotracker.waterboards.ca.gov](http://www.geotracker.waterboards.ca.gov).

### ***Hotlines:***

*For information on the federal Superfund program and the National Priorities List (NPL), contact the U.S. EPA RCRA, Superfund, EPCRA hotline at:*

Telephone: (800) 424-9346

### ***Publications:***

#### ***Disclosures in Real Property Transactions***

This publication is available for \$2.00 plus tax from:

California Department of Real Estate Book Orders  
P.O. Box 187006  
Sacramento, CA 95818-7006 (Mail orders only; a self-addressed envelope is required.)  
Web: [www.dre.ca.gov/pubs\\_sub.htm](http://www.dre.ca.gov/pubs_sub.htm)

#### ***List of Registered Environmental Assessors***

This list is free if you are hiring a registered environmental assessor. If you wish to use it as a mailing list, it is available on CD for \$6.25 and as a hard-copy printout for \$35.00. It's also available free on our Web site at [www.dtsc.ca.gov/rea](http://www.dtsc.ca.gov/rea)

Department of Toxic Substances Control  
Registered Environmental Assessor Program  
P.O. Box 806  
Sacramento, CA 95812-0806  
Telephone: (916) 324-6881

***The Toxics Directory: References and Resources on the Health Effects of Toxic Substances***

This publication is available for \$9.90 from:

California Department of General Services  
Documents and Publications  
P.O. Box 1015  
North Highlands, CA 95660

(Send written request with your name and street address. Make your check out to *Procurement Publications*.)

***Ensuring Safe Drinking Water (600M91012)***

This free publication is available from:

U.S. Environmental Protection Agency  
Public Information Center  
1200 Pennsylvania Ave, N.W.  
Washington, D.C. 20460  
Telephone: (800) 490-9198

***Consumer's Guide to California Drinking Water***

This publication is available for \$4.00 (plus 5% shipping charge and tax) from:

Local Government Commission  
1414 K Street, Suite #600  
Sacramento, CA 95814  
Telephone: (916) 448-1198 x307  
Web: [www.lgc.org](http://www.lgc.org)

***Is Your Drinking Water Safe? (PB94-203387)***

This publication is available for \$19.50 plus \$4.00 shipping from:

National Technical Information Service  
5285 Port Royal Road  
Springfield, VA 22161  
Telephone: (800) 553-6847  
Web: [www.ntis.gov](http://www.ntis.gov)

*Note: Telephone numbers and prices were correct at the date of publication of this booklet, but are subject to change.*

## CHAPTER IV

### HOUSEHOLD HAZARDOUS WASTE

#### *What is household hazardous waste?*

Although hazardous waste is usually associated with industrial or manufacturing processes, each year Californians discard tons of hazardous wastes in trash cans or down the drain. To determine whether a product is hazardous, ask yourself these questions:

- Is it poisonous when swallowed, touched, or inhaled?
- Does it catch fire easily?
- Is it corrosive? Can it eat through certain containers?
- Is it reactive? Could it explode if it is improperly stored, spilled, or mixed with other products?

If you answer yes to any these questions, then the product is hazardous. Information about whether a product is hazardous usually can be found on the container label. The words “caustic,” “flammable,” “toxic,” and “ignitable” mean that the product is hazardous.

Some products are hazardous on their own, but can become even more dangerous when they are mixed with other household products. For example, most people know that bleach is poisonous, but when it is mixed with ammonia-based cleaners it releases chlorine and hydrazine gases, both of which are extremely poisonous.

Some other hazardous household products are:

- Cleaning products containing ammonia
- Chlorine bleach and cleaning products containing it
- Drain cleaners
- Carpet cleaning products
- Oven cleaners
- Metal polishes
- Garden supplies such as weed and insect killers, rat poison, and fertilizer
- Charcoal lighter fluid, and kerosene
- Automotive supplies such as antifreeze, motor oil, gasoline, batteries and brake fluid
- Paint, varnish, paint removers, glues, and waxes
- Electronic products such as cathode ray tubes, televisions, computers, cell phones
- Universal wastes such as fluorescent lights, small batteries, and products containing mercury

#### *How should hazardous household products be stored?*

Hazardous products should be stored in a cool, dry, secure location. They should be stored in locked cupboards, locked drawers, or on a high shelf out of the reach of children and pets. To prevent hazardous products from spilling during an earthquake, shelves should be firmly secured to the wall and have a restraining bar along the side.

The following guidelines will help you properly store household hazardous products:

- Store poisonous products apart from other products.

- Sort products into hazardous waste categories of poisonous, flammable, corrosive, and reactive and store them separately. For example, flammable products such as charcoal lighter and waste oil should be stored apart from corrosive products such as drain cleaner and acid batteries. It is important to store reactive products in a separate location.
- Store bleach and ammonia-based cleaners in separate cupboards, so that if there is a spill the products won't get mixed and release poisonous gas.
- Store products in their original containers.
- Make sure labels can be read and won't come off the container.
- Tightly seal containers and check them often to make sure they are not breaking down. If you notice a container is rusting or leaking, put it inside a larger container and label it clearly.

### *What is the best way to dispose of household hazardous waste?*

The best way to dispose of household hazardous waste is to take it to a community household hazardous waste collection center in your area.

You should never pour unused hazardous household products down the drain. That is illegal in California. It is also illegal to pour used oil and paints on land, down drains, including the storm drains, or to burn them.

Waste motor oil, oil filters, antifreeze, and used batteries can be recycled. You should take them to a recycling center or a household hazardous waste collection center. For information about recycling specific products or about household hazardous waste collection programs in your community, call 1-800-CLEANUP or visit the California Integrated Waste Management Board (CIWMB) Web site at [www.ciwmb.ca.gov](http://www.ciwmb.ca.gov). You can get additional information on household hazardous waste at [www.earth911.org](http://www.earth911.org).

### *Hotlines:*

*For information on household hazardous waste and used oil collection and recycling centers, information on buying recycled products, the 3 R's - Reduce, Reuse and Recycle, and other environmental tips and events, contact the California Environmental Hotline at:*

Telephone: 1-800-CLEANUP (1-800-253-2687)

Web Site: [www.1800cleanup.org](http://www.1800cleanup.org)

*For information on recycling and collection centers and referrals for county and city agencies, call the California Integrated Waste Management Board at:*

Telephone: (800) 553-2962

*To report hazardous waste violations, call the California Department of Toxic Substances Control Waste Alert hotline at:*

Telephone: (800)-69TOXIC [(800) 698-6942]

*For general information on hazardous wastes, call the California Department of Toxic Substances Control at:*

Telephone: (800) 61TOXIC [(800) 618-6942]

## ***Publications:***

### ***Household Products Management Wheel***

This product is available for \$4.95 from:

Environmental Hazards Management  
Institute 10 New Market Road  
P.O. Box 932  
Durham, NH 03824  
Telephone: (603) 868-1496  
FAX: (603) 868-1547

*Note: Telephone numbers and prices were correct at the date of publication of this booklet, but are subject to change.*



## CHAPTER V

### LEAD

#### *How is lead harmful?*

Lead is a common environmental toxin that has been used extensively in consumer products such as paint and gasoline. Much of that lead remains in the California environment where people may be exposed to it. Children under the age of six years are particularly at risk. They typically are exposed to lead through the normal hand-to-mouth behavior that occurs as they explore their environment. Crawling or playing on the floor, and putting their fingers, toys, and other items in their mouths can expose a child to lead. Lead poisoning, which is often unrecognized, can result in health effects that are often irreversible, including brain damage, mental retardation, convulsions, and even death. If lead poisoning goes undetected, it may result in behavior problems, reduced intelligence, anemia, and serious liver or kidney damage.

Lead is also harmful to adults. Lead poisoning can cause reproductive problems in both men and women, high blood pressure, kidney disease, digestive problems, nerve disorders, memory and concentration problems, and muscle and joint pain. Adult lead poisoning is most often the result of occupational exposure, or exposure following unsafe home renovation. If a pregnant woman is lead poisoned, the lead can pass into her baby's blood and poison the baby.

#### *How can I find out if my family has lead poisoning?*

The most important step you can take to protect your children is to prevent them from being exposed to lead. Most lead poisoning does not cause acute symptoms, so the only way to know if a person is lead poisoned is by testing the level of lead in his or her blood.

There are many ways a child can be exposed to lead. The law assumes that, at minimum, children are at risk if they are on publicly funded programs for low-income children or if they live in, or spend a lot of time in, a place built before 1978 that has peeling or chipped paint, or that has been recently renovated. These children must be tested for lead at age one and two years. Children below the age of six years, who were not tested at ages one or two, should receive make-up testing as soon as possible. If you have a job or a hobby where you may be exposed to lead, you should be tested regularly. If you are pregnant, ask your doctor about a lead test.

A physician can order this simple test. Some doctors and healthcare centers can perform the test in their offices. Under California law, it must be covered by health insurance plans. Children from families with modest incomes can be tested at no cost through the Child Health and Disability Prevention Program (CHDP). The test is a required part of well-child checkups. For more information on CHDP and to locate an office in your area visit their Web site at [www.dhs.ca.gov/pcfh/cms/chdp](http://www.dhs.ca.gov/pcfh/cms/chdp).

Because lead poisoning is the result of contact with lead, the primary treatment is to identify the source of lead, and remove or isolate it. Further medical management may be necessary, depending on factors such as the severity and duration of exposure. Adults and children who become lead poisoned will need regular testing to monitor levels of lead in the body.

## *Where is lead found in the home?*

Many houses and apartments built before 1978 have paint that contains lead. In 1978, the Consumer Product Safety Commission banned paint containing high levels of lead for residential use. If your home or apartment was built before 1978, you should assume it has lead paint.

**Lead-based paint** that is peeling, chipping, chalking, or cracking is a hazard and needs immediate attention. Lead-based paint may also pose a hazard on surfaces children can chew or in areas with heavy wear. These areas include windows, windowsills, doors and doorframes, stairs, railings, banisters, porches, and fences. When painted surfaces bump or rub together, they generate lead dust. Likewise, dry-scraping, sanding, or heating lead paint during repainting or remodeling also creates large amounts of lead dust. This dust can poison your family.

**Soil** may be contaminated with lead from leaded gasoline emissions and from deteriorating exterior paint. Lead in soil can be a hazard to children who play in the bare soil. It can also contaminate the home and floor dust when people track soil into the house on their shoes.

**Other Sources:** Lead can be found in jobs such as battery repair or recycling, radiator repair, painting or remodeling, and lead smelting. Lead from the workplace poses a hazard for workers' families. Workers can bring lead into their homes on their work clothes, shoes, and bodies without knowing it. Some hobbies also use lead. These include ceramics, stained glass, fishing weights, and bullet casting or firing. Lead can leach into food cooked, stored, or served in some imported dishes or handmade pottery. Some traditional remedies such as Azarcon, Greta, Pay-loo-ah, Surma, Kohl, and Kandu contain large amounts of lead and present a serious danger. Imported candy, especially chili or tamarind candy or its packaging, is frequently lead-contaminated. Lead has been found in painted toys and inexpensive costume jewelry, particularly imported items. Older water systems may have lead pipes or pipes with lead solder.

## *How can I check my home for lead hazards?*

To inspect your home for lead hazards, hire an individual who has been certified by the California Department of Health Services (CDHS). A CDHS-certified inspector/assessor can determine the lead content of painted surfaces in your home and identify sources of lead exposure such as peeling paint, lead-contaminated soil, or lead-contaminated dust. The assessment should outline the actions to take to address these hazards.

A CDHS-certified inspector/assessor may use a variety of methods to assess lead hazards in your home. These include visual inspection of paint condition; laboratory tests of paint, dust and soil samples; and a portable x-ray fluorescence lead testing (XRF) machine.

You may have seen home lead test kits in your local hardware store. Recent studies suggest, however, that they are not accurate for testing paint, soil, or dust. They may be used, however, to test pottery and ceramics for the presence of lead.

## *How can I reduce lead hazards safely?*

If your house has lead hazards, you can take action to reduce your family's risk. Most importantly, if you have young children, be sure they receive a blood lead test. This is particularly critical if you live in a unit that has been recently renovated or have remodeled your home.

Second, keep your home as clean and free of dust and deteriorated paint chips as possible. Clean floors, window frames, windowsills, and other horizontal surfaces weekly. Use a mop, sponge, or disposable cloths with a solution of water and an all-purpose cleaner. Rinse out mops and sponges thoroughly after use. Use doormats or remove shoes before entering your home to avoid tracking in lead from bare soil. Have children play in grassy or landscaped areas instead of bare soil.

Wash children's hands often, especially before meals and bedtime. Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly. Feed your children nutritious meals that include foods high in iron and calcium. Give children regular meals and snacks. Children with full stomachs and nutritious diets tend to absorb less lead.

### *How can I significantly reduce lead hazards?*

In addition to regular cleaning and good nutrition, you can **temporarily** reduce lead hazards by repairing damaged painted surfaces and planting grass or using landscaping materials to cover soil with high lead levels. These actions are not permanent solutions and need ongoing attention.

To **permanently** remove lead hazards, you should hire a lead abatement contractor. Abatement methods include removing, sealing, or enclosing lead-based paint with special materials. Simply painting over lead-based paint with regular paint is not a permanent solution. Hire an individual who has been certified by the CDHS as a Supervisor. CDHS-certified Supervisors and Workers have the proper training to do this work safely. They have the proper equipment to clean up thoroughly. They will also follow strict safety rules set by the state and federal governments.

### *What precautions should I take when remodeling my home?*

Before you begin any remodeling or renovations that will disturb painted surfaces, (such as scraping or sanding paint, or tearing out walls) test the area for lead-based paint. To fully protect your family from unsafe renovation hazards, hire a CDHS-certified Supervisor.

Never use a dry scraper, belt-sander, propane torch, or heat gun to remove lead-based paint. These actions create large amounts of poisonous lead dust and fumes. This lead dust can remain in your home long after the work is done, and can make your family very sick. It is important to move your family (especially children and pregnant women) out of the home until the work is completed and the area has been properly cleaned.

You can find out about other safety measures by calling (800) 424-LEAD [(800) 424-5323]. Ask for the brochure "Reducing Lead Hazards when Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

### *What is the source of lead in water?*

The source of lead in water is most likely to be lead in water pipes, lead solder used on copper pipes, and some brass plumbing fixtures. Lead pipes are generally found only in homes built before 1930. The use of lead-based solder in plumbing applications in homes and buildings was banned in 1988. However, many homes built prior to 1988 may contain plumbing systems that use lead solder. The levels of lead in water from these homes are likely to be highest during the first five years after construction. After five years there can be sufficient mineral deposit, except where the water is soft, to form a coating inside the pipe; this coating prevents the lead from dissolving. However, recently, new chemical agents being used in some water systems have been associated with increased corrosion and have resulted in increased levels of lead in water.

## *How can lead levels in water be determined?*

If you suspect lead contamination in drinking water, you may submit water samples to a laboratory certified by the CDHS. For a list of certified laboratories, see Publications at the end of this chapter. Consult with the laboratory on the proper procedures for sample taking. Information on the possibility of lead contamination in your municipal water supply may be obtained from the water utility serving your area.

## *How can levels of lead in water be reduced?*

Lead levels in water can be reduced by removing lead piping or lead solder, by installing a home treatment system certified by the CDHS, or regularly flushing each tap before consuming the water. Another alternative for homeowners is to purchase bottled water. A detailed discussion of home treatment systems is presented in, "Consumers Guide to California Drinking Water" (see Publications).

Where there are elevated lead levels in water, homeowners who choose not to install a treatment system, or use bottled drinking water, should flush each tap before the water is consumed. Water which has been standing in the water pipes for more than six hours should be flushed from the tap until the temperature changes, and then, for about 15 seconds more. Because lead is more soluble in hot water, the homeowner should not drink or prepare food using hot water from the tap. The flushed water should be saved and used for other purposes, such as washing clothes or watering plants.

## *What are my responsibilities if I am selling, renting, or remodeling a home built before 1978?*

If you are planning to buy, rent, or renovate a home built before 1978, federal law requires sellers, landlords, and remodelers to disclose certain information prior to finalizing contracts.

### **Landlords must:**

- Disclose known information on lead-based paint hazards.
- Give you a lead hazard pamphlet before leases take effect. Leases must also include a federal form about lead-based paint.

### **Sellers must:**

- Disclose known information on lead-based paint hazards.
- Give you a lead hazard pamphlet before selling a house. Sales contracts must also include a federal form about lead-based paint. Buyers have up to 10 days to check for lead hazards.

### **Renovators must:**

- Give you a lead hazard pamphlet before starting to work.

If you want more information on these requirements, call the National Lead Information Clearinghouse at (800) 424-LEAD [(800) 424-5323].

## ***Hotlines:***

*For more information on lead in drinking water and information on federal regulations about lead in drinking water, contact the U.S. EPA Safe Drinking Water Hotline in Washington, D.C. at:*

Telephone: (800) 426-4791

*For information on how to protect children from lead poisoning, contact The National Lead Information Center at:*

Telephone: (800) Lead-FYI [(800) 532-3394]

*For other information on lead hazards, call The National Lead Information Center Clearinghouse at:*

Telephone: (800) 424-LEAD [(800) 424-5323]

*To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury, contact the Consumer Product Safety Commission at:*

Telephone: (800) 638-2772

*To request local lists of CDHS-certified inspectors or abatement workers, contact the Lead-related Construction Hotline at:*

Telephone: (800) 597-LEAD [(800) 597-5323] or visit the CDHS Web site at [www.dhs.ca.gov](http://www.dhs.ca.gov)

*To obtain additional information on lead poisoning, or a list of local county lead programs, contact the CDHS Childhood Lead Poisoning Prevention Branch at:*

Telephone: (510) 620-5600 or visit the CDHS Web site at [www.dhs.ca.gov/childlead](http://www.dhs.ca.gov/childlead).

## ***Publications:***

### ***List of Certified Laboratories to Perform Hazardous Waste Analysis***

This free list is available from:

California Department of Health Services  
Environmental Laboratory Accreditation Program  
850 Marina Bay Parkway, Ste. G365/EHL  
Richmond, CA 94804  
Telephone: (510) 620-2800  
Web: [www.dhs.ca.gov/ps/ls/elap/elapindex.htm](http://www.dhs.ca.gov/ps/ls/elap/elapindex.htm)

### ***Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing***

This publication is available for \$45.00 from:

Department of Housing and Urban Development (HUD)

Information Services, HUD User  
P.O. Box 6091  
Rockville, MD 20849  
Telephone: (800) 245-2691  
Web: [www.huduser.org](http://www.huduser.org)

***Lead in your Drinking Water***

This publication is available from:

U.S. Environmental Protection Agency  
Public Information Center  
1200 Pennsylvania Ave., N.W.  
Washington, D.C. 20460  
Telephone: (202) 272-0167

***The Inside Story - A Guide to Indoor Air Quality***

This free publication is available from:

Indoor Air Quality Information Clearinghouse  
P.O. Box 37133  
Washington, D.C. 20013-7133  
Telephone: (800) 438-4318  
Web: [www.epa.gov/iaq/](http://www.epa.gov/iaq/)

***Consumers Guide to California Drinking Water***

This publication is available for \$4.00 (plus 5 percent shipping charge, and tax) from:

Local Government Commission  
1414 K Street, Suite #250  
Sacramento, CA 95814  
Telephone: (916) 448-1198 x 307  
Web: [www.lgc.org](http://www.lgc.org)

***Lead Poisoning Prevention Wheel***

This publication is available for \$3.95 from:

Environmental Hazards Management Institute  
10 New Market Road  
P.O. Box 932  
Durham, NH 03824  
Telephone: (603) 868-1496

*Note: Telephone numbers and prices were correct at the date of publication of this booklet, but are subject to change.*



## CHAPTER VI

### MOLD

#### *What are molds?*

Molds are simple, microscopic organisms present virtually everywhere, indoors and outdoors. Molds, along with mushrooms and yeasts, are fungi and are needed to break down dead material and recycle nutrients in the environment.

For molds to grow and reproduce, they need only a food source – any organic material, such as leaves, wood, paper, or dirt – and moisture. Because molds grow by digesting organic material, they gradually destroy whatever they grow on. Sometimes, new molds grow on old mold colonies. Mold growth on surfaces can often be seen in the form of discoloration, frequently green, gray, brown, or black but also white and other colors. Molds release countless tiny, lightweight spores, which travel easily through the air.

#### *How am I exposed to indoor molds?*

Everyone is exposed to some mold on a daily basis without evident harm. There are usually mold spores in the air inside homes. Most indoor mold spores come from outdoors by blowing through open windows or being tracked into homes as dust on shoes. Mold spores primarily cause health problems when they are present in large numbers and people inhale many of them. This can occur when there is active mold growth in a home, office, or school where people live or work. People can also be exposed to mold by touching moldy materials and by eating contaminated foods. Molds will grow and multiply whenever conditions are right, that is when sufficient moisture is available and organic material is present. The most important factor allowing mold to grow is dampness or moisture accumulation in the home. The following are common sources of indoor moisture that may lead to mold problems:

- Flooding
- Leaky roofs
- Sprinkler spray hitting the house
- Plumbing leaks
- Overflow from sinks, showers, bathtubs, or sewers
- Damp basement or crawl space
- Steam from bathing, doing laundry, or cooking
- Humidifier use
- Wet clothes drying indoors or clothes dryers exhausting hot, humid air indoors

Warping floors and discoloration of walls and ceilings can be indications of moisture problems. Condensation on windows or walls is also an important indication, but it can sometimes be caused by an indoor combustion problem. Have fuel-burning appliances routinely inspected by your local utility or a professional heating contractor.

#### *Should I be concerned about mold in my home?*

Yes, if indoor mold growth is extensive, it can cause very high and persistent airborne spore exposures. Persons exposed to high spore levels can become sensitized and develop allergies to the mold or other health problems. Mold growth can also damage your furnishings, such as carpets, sofas, and cabinets. Clothes and shoes in damp

closets can become soiled. In time, unchecked mold growth can cause serious damage to the structure of your home.

### *What symptoms are commonly seen with mold exposure?*

Exposure to large amounts of mold can cause health effects through inflammation, allergy, or, rarely, infection. Allergic reactions, often referred to as hay fever, are the most common health problems reported following mold exposure. Typical symptoms that mold-exposed persons report, alone or in combination, include:

- Breathing problems, such as wheezing, difficulty breathing, and shortness of breath
- Nose or sinus congestion (stuffy feeling, sinus headache)
- Eye irritation (burning, watery, or reddened eyes)
- Dry, hacking cough
- Nose or throat irritation (runny nose, sneezing, sore throat)
- Skin rashes or red, itchy skin

Headaches, memory problems, mood swings, nosebleeds, body aches and pains, and fevers are occasionally reported in mold cases, but their cause is not understood.

### *How much mold can make me sick?*

For some people, encountering even a relatively small number of mold spores can trigger an asthma attack or lead to other health problems. For other persons, symptoms may occur only when exposure levels are much higher. Nonetheless, indoor mold growth is unsanitary and undesirable. Basically, if you can see or smell mold inside your home, take steps to identify and eliminate the excess moisture and to cleanup and remove the mold.

### *Are some molds more hazardous than others?*

Allergic persons have different levels of sensitivity to molds, both as to the amount and the types that cause them to feel ill. In addition to being able to cause allergies, certain types of molds, such as *Stachybotrys chartarum*, may produce compounds that have toxic properties, which are called mycotoxins. Mycotoxins are not always produced, and whether a mold produces mycotoxins while growing in a building depends on what the mold is growing on as well as environmental conditions such as temperature, humidity, and other unknown factors. When mycotoxins are present, they occur in both living and dead mold spores and may be present in materials into which mold has grown. While *Stachybotrys chartarum* and some other types of molds are growing, a wet slime layer covers the spores, preventing them from becoming airborne. However, when the mold dies and dries up, air currents or physical handling can cause spores to become airborne.

At present there is no readily available, inexpensive test to determine if a mold growing in a building is producing toxins. A limited number of specialized laboratories can test for mycotoxins in dust or building materials such as gypsum wallboard. These tests are very expensive and the results are not helpful in determining if there is an additional health risk from mycotoxins. There are also no blood or urine tests that a physician can use to determine if an individual has been exposed to the spores of a toxin-producing fungus or its mycotoxins.

### *How can I tell if I have mold in my house?*

You may suspect that you have mold if you see discolored patches or cottony or speckled growth on walls or furniture or if you smell an earthy or musty odor. You also may suspect mold contamination if mold-allergic individuals experience some of the symptoms listed earlier when in the house. Evidence of past or ongoing water

damage should also trigger a more thorough inspection. You may find mold growth underneath water-damaged surfaces or behind walls, floors, or ceilings.

### *Should I test my home for mold?*

The California Department of Health Services does not recommend testing as a first step to determine if you have a mold problem. Reliable air testing for mold can be expensive and requires experience and equipment that is not available to most people. Owners of individual private homes and apartments generally will need to pay a contractor to do such testing, because insurance companies and public health agencies seldom provide this service. Mold inspection and cleanup is usually considered a housekeeping task that is the responsibility of the homeowner or landlord, as are roof and plumbing repairs, house cleaning, and yard maintenance.

Another reason the state health department does not recommend testing for mold is that there are few available standards for judging what is an acceptable amount of mold. In all locations, there is some level of airborne mold outdoors. If air testing is carried out in a home, an outdoor air sample also must be collected at the same time, to allow comparison of indoor and outdoor spore types and numbers.

Because some people are much more sensitive to mold spores than are other people, mold testing is at best a general guide. The simplest way to deal with a suspicion of mold contamination is, if you can see or smell mold, you likely have a problem and should take the steps outlined below. Mold growth is likely to recur unless the source of moisture that is allowing mold to grow is removed and the contaminated area is cleaned.

### *Assessing the Size of a Mold Contamination Problem*

There will be a significant difference in the cleaning recommendations for a small mold problem – total area of visible mold growth is less than 10 square feet – and a large mold problem – more than 100 square feet. In the case of a relatively small area, the homeowner using personal protective equipment, such as a dust mask, safety goggles, and household gloves, can handle the cleanup. However, for larger areas, choose an experienced, professional contractor.

#### *General Cleanup Procedures*

- Find and remove sources of moisture
- Find and determine the extent and area of visible mold growth
- Clean and dry moldy areas – do not allow dust from the moldy areas to get into the rest of the home
- Bag and dispose of all material that may have moldy residues, such as rags, paper, leaves, and debris

Clean up should begin after the moisture source is fixed and excess water has been removed. Wear gloves when handling moldy materials. **Spores are more easily released when moldy materials dry out, so it is advisable to remove moldy items as soon as possible.** Detailed cleanup procedures are available in the California Department of Health Services Indoor Air Quality Section fact sheet entitled, “Mold in My Home: What Do I Do?” It is available on the Internet at [www.cal-iaq.org](http://www.cal-iaq.org) or by calling (510) 620-2874.

### *How can I prevent indoor mold problems in my home?*

Inspect your home regularly for signs and sources of indoor moisture and mold. Take steps to eliminate sources of water as quickly as possible. If a leak or flooding occurs, it is essential to act quickly so that wet materials can dry within 48 hours:

- Stop the source of the leak or flooding.
- Remove excess water with mops or wet vacuum.

- Move wet items to a dry, well-ventilated area. Move rugs and pull up wet carpet as soon as possible.
- Open closet and cabinet doors and move furniture away from walls to increase circulation.
- Run portable fans to increase air circulation. Do NOT use the home's central blower if flooding has occurred in it or in any of the ducts. Do NOT use fans if mold may have already started to grow, or if it has been more than 48 hours since the flooding.
- Run dehumidifiers and window air conditioners to lower humidity.
- Do NOT turn up the heat or use heaters in confined areas, as higher temperatures may increase the rate of mold growth.
- If water has soaked inside the walls, it may be necessary to open wall cavities by removing the baseboards and drilling a hole through the bottom of the wet wall, or by prying away wall paneling.

## ***Publications:***

### ***Mold in My Home: What Do I Do?***

This free document is available from:

California Department of Health Services  
Indoor Air Quality Section  
850 Marina Bay Parkway, G365 EHLB  
Richmond, CA 94804  
Telephone: (510) 620-2874  
Web: [www.cal-iaq.org](http://www.cal-iaq.org)

### ***Health Effects of Toxin-Producing Molds in California***

### ***Stachybotrys chartarum (atra) — a mold that may be found in water-damaged homes***

### ***Fungi and Indoor Air Quality***

### ***Misinterpretation of Stachybotrys Serology***

These free documents are available from:

California Department of Health Services  
Environmental Health Investigation Branch  
850 Marina Bay Parkway  
Building P, 3<sup>rd</sup> floor  
Richmond, CA 94804-6403  
Web: [www.ehib.org/cma/topic.jsp?topic\\_key=15](http://www.ehib.org/cma/topic.jsp?topic_key=15)

### ***Mold Remediation in Schools and Commercial Buildings***

### ***A Brief Guide to Mold, Moisture, and Your Home***

These free documents are available from:

U.S. Environmental Protection Agency  
IAQ Information Clearinghouse

Telephone: (800) 438-4318

Web: [www.epa.gov/mold/moldresources.html](http://www.epa.gov/mold/moldresources.html)

### ***Repairing Your Flooded Home***

This free publication is available from:

American Red Cross

8928 Volunteer Lane, Sacramento, CA 95826

Telephone: (916) 368-3131

Web: [www.redcross.org](http://www.redcross.org)

*For local assistance, contact your county or city Department of Health, Housing, or Environmental Health. Phone numbers for these agencies are located in the blue government pages at the front of your local telephone directory.*

*Note: Telephone numbers and prices were correct at the date of publication of this booklet, but are subject to change.*

## CHAPTER VII

### RADON

#### *What is radon?*

Radon is a naturally occurring colorless, tasteless, and odorless radioactive gas that comes from the decay of uranium found in nearly all soils. It enters buildings from the ground through cracks and openings in concrete slabs, crawl spaces, floor drains, sumps, and the many tiny pores in hollow-wall concrete blocks. When the pressure within a home is lowered, more radon can be drawn from the soil and enter the home. Indoor air pressure may be lower during colder months when heated air rises from the floor level to the ceiling or second story level in the house. Indoor pressure may also be lowered in tightly sealed houses through use of exhaust fans such as those in many kitchens and bathrooms.

Once inside a building, radon can become trapped. Unless the building is properly ventilated to remove it, the gas can become a health hazard.

#### *Where is radon found?*

Radon is typically present in rocks containing uranium such as certain granites and shales. The amount of radon that can enter soils and ground water depends on the concentrations of uranium in the underlying rock. Radon can also be found in the air at very low concentrations.

If radon is present in tap water, it can be released when water is used indoors for showering, washing dishes, or washing clothes. Radon is of most concern when water is obtained directly from a well that draws water from a source exposed to uranium and radium. Most of the radon in water obtained from a surface source, such as a reservoir or well water stored in an open tank, has been released before it reaches the home. Building materials are not a significant source of radon except where they incorporate rocks rich in radium or uranium such as granite and shales.

#### *Why is radon harmful?*

Long-term exposure to elevated levels of radon can increase your risk of getting lung cancer. Tobacco smokers are at an even greater risk. Radon levels vary throughout the country. The amount of radon entering homes varies from home to home. Because radon is colorless, odorless, and tasteless, testing is the only way to find out if you and your family are at risk from it.

Exposure to radon does not result in any immediate symptoms. For example, it does not result in acute respiratory effects such as colds or allergies. Any cancer resulting from inhaling radon is not likely to arise for at least 20-30 years after exposure begins, and both the level of exposure and duration of exposure are factors which determine the risk of developing lung cancer.

#### *Where are the highest levels of radon in the home?*

Generally, the living area closest to the soil surface has the highest level of radon. Upper stories have lower levels of radon. Consequently, radon is rarely a concern in high rise apartment buildings, other than at ground level.



### *Do adjacent houses have similar levels of radon?*

Because the amount of uranium and radium in the soil varies, and because houses are constructed and used in different ways, houses in the same neighborhood will have different radon levels.

### *Is there a safe level of radon?*

We know that the greater the exposure to radon, the greater the risk of developing lung cancer. But we do not know if there is a radon level that is harmless. Both the duration of exposure and the level of radon in the air are important in determining the risk of developing lung cancer. Smoking may be a large contributing factor to lung disease associated with radon exposure.

### *How can radon levels be measured?*

Several types of passive radon detectors or active devices can measure the level of radon in a house. Passive detectors are devices left in place for a period of time that require no ongoing activity or power. To obtain accurate results, the homeowner should carefully follow the manufacturer's instructions. Although short-term measurements of radon levels are more convenient, health risk can be more accurately determined from measurements made over a year. Active devices require a source of power and are used by professional radon testers to monitor radon levels. These devices are usually used during real estate transactions.

### *Where can I get a radon detector?*

The California Department of Health Services (CDHS) publishes a list of laboratories certified to provide radon test devices in California. Companies offering onsite testing or detection devices that can be used by the homeowner are listed in "Certified Providers of Radon Services" which may be obtained by calling CDHS Radon Program Hotline at (800) 745-7236 or by visiting the program Web site at [www.dhs.ca.gov/ps/ddwem/environmental/radon/radon.htm](http://www.dhs.ca.gov/ps/ddwem/environmental/radon/radon.htm).

### *What must be done to reduce indoor radon levels?*

The U.S. EPA and CDHS recommend that homeowners attempt to reduce radon levels in any home that has an annual average level of radon at or above 4 picocuries per liter. The mitigation method chosen will depend on the construction of the house, extent of radon reduction required, and cost. After installing a mitigation system, we recommend that radon levels be monitored at regular intervals to make sure the mitigation is working.

A qualified contractor should install the radon mitigation system unless the homeowner fully understands the principles of the mitigation system.

### *When should water be tested for radon?*

When a test shows that indoor levels of radon are at or above 4 picocuries per liter, homeowners should consider a water test. If the water comes from a water system, information about the source of the water and any radon tests done on it can be obtained from the company supplying the water. For information or assistance with interpreting test results, contact the CDHS Division of Drinking Water and Environmental Management (see Appendix A).

The radon concentration of water from a private well can be measured by having a sample analyzed at a laboratory certified to test for radon in water. Homeowners should consult the CDHS radon program at (916)

324-2208 for guidance on the type of water analysis appropriate to the area and well type. The method of sample collection is critical. To get a list of certified laboratories, call the CDHS at (800) 745-7236.

### ***How can levels of radon in water be reduced?***

Radon levels in water can be reduced by 99 percent by the installation of a granular activated carbon unit (GAC) on the water line entering the house. GAC units should be certified by the California Department of Health Services.

As radon accumulates and decays in the GAC unit, the unit itself becomes radioactive. Therefore, these units must be shielded or located away from the house to protect occupants from radiation. The GAC filters also require special handling during replacement and disposal. Aeration may also remove radon from water. This technique may be more costly but avoids the problem of radiation build up.

Selection of the proper water treatment technology depends primarily upon its removal efficiency (other contaminants in the water may adversely affect this), safety, initial costs, and operating and maintenance costs. Therefore, professional guidance is strongly advised.

### ***Does the law require mitigation?***

Mitigation of radon is not required by law and is at the discretion of the homeowner.

### ***Hotlines:***

*For information on how to purchase a radon detector, how to find someone to test your home, or for informational publications on radon, call the CDHS Radon Program Hotline at: (800) 745-7236. Web: [www.dhs.ca.gov/ps/ddwem/environmental/radon/radon.htm](http://www.dhs.ca.gov/ps/ddwem/environmental/radon/radon.htm)*

*For specific assistance, call the CDHS Radon Program at: (916) 324-2208*

### ***Publications:***

#### ***List of Certified Providers of Radon Services***

This publication is available by calling CDHS Radon Program Hotline at (800) 745-745-7236 or at [www.dhs.ca.gov/ps/ddwem/environmental/radon/radon.htm](http://www.dhs.ca.gov/ps/ddwem/environmental/radon/radon.htm).

California Department of Health Services  
Environmental Management Branch Radon Program  
601 N. 7th Street  
P.O. Box 942732  
Sacramento, CA 94234-7320  
Telephone: (800) 745-7236  
Web: [www.dhs.ca.gov/radon](http://www.dhs.ca.gov/radon)

***Radon in California***

***A Citizen's Guide to Radon***

***Homebuyers and Sellers Guide to Radon***

***The Inside Story - A Guide to Indoor Air Quality***

***How to Reduce Radon Levels in your Home***

***Model Standards for Radon in New Residential Buildings***

These free publications are available from:

U.S. EPA Indoor Air Quality Information Clearinghouse

P.O. Box 37133

Washington, D.C. 20013-7133

Telephone: (800) 438-4318

Fax: (202) 484-1510

Email: [iaqinfo@aol.com](mailto:iaqinfo@aol.com)

Web: [www.epa.gov/iaq/](http://www.epa.gov/iaq/)

*Note: Telephone numbers and prices were correct at the date of publication of this booklet, but are subject to change.*

## APPENDIX A

### List of Federal and State Agencies

*Contact information provided was correct as of the date of publication, but is subject to change.*

#### Federal Agencies

##### **U.S. Department of Housing and Urban Development (HUD)**

Office of Lead Hazard Control  
451 7th Street S.W., Room B133  
Washington, D.C. 20410  
Telephone: (202) 755-1785  
Web: [www.hud.gov](http://www.hud.gov)

*HUD helps people build and maintain communities of opportunity.*

##### **U.S. Environmental Protection Agency (U.S. EPA)**

Public Information Center  
1200 Pennsylvania Ave., N.W.  
Washington, D.C. 20460  
Telephone: (202) 272-0167  
Web: [www.epa.gov](http://www.epa.gov)

*The U.S. EPA is a regulatory agency responsible for implementing federal laws designed to protect our air, water, and land from past and future environmental hazards.*

#### State Agencies

##### **California Air Resources Board**

Research Division  
Indoor Exposure Assessment Section  
1001 I Street  
P.O. Box 2815  
Sacramento, CA 95814  
Telephone: (916) 322-8282  
Web: [www.arb.ca.gov](http://www.arb.ca.gov)

##### **California Contractor's State License Board**

9821 Buisness Park Drive  
P.O. Box 26000  
Sacramento, CA 95827  
Telephone: (800) 321-2752  
Web: [www.contractorslicense.com](http://www.contractorslicense.com)

*This board is responsible for licensing contractors, including asbestos abatement.*

##### **California Department of Industrial Relations**

Division of Occupational Safety and Health (Cal/OSHA)  
Asbestos Consultant Certification Unit  
2211 Park Towne Circle, #1  
Sacramento, CA 95825  
Telephone: (916) 574-2993  
Web: [www.dir.ca.gov](http://www.dir.ca.gov)

*Cal/OSHA is the state equivalent to the Federal Occupational Safety and Health Administration (OSHA) and regulates protection of workers.*

##### **California Department of Health Services**

Call your local county health department listed in the front of the white pages or, on the Internet, visit [www.dhs.ca.gov](http://www.dhs.ca.gov)

##### **California Department of Health Services**

Childhood Lead Poisoning Prevention Program  
850 Marina Bay Parkway, Bldg P, 3rd Floor  
Richmond, CA 94804-6403  
Telephone: (510) 620-5600  
Email: [staff@cal-iaq.org](mailto:staff@cal-iaq.org)  
Web: [www.dhs.ca.gov/childlead](http://www.dhs.ca.gov/childlead)

##### **California Department of Health Services**

Environmental Management Branch, Radon Program  
1616 Capital Avenue, 2nd Floor, MS 7405  
P.O. Box 997413  
Sacramento, CA 95899-7413  
Telephone: (800) 745-7236  
Web: [www.dhs.ca.gov/radon](http://www.dhs.ca.gov/radon)

*This branch provides publications and information about radon hazards.*

##### **California Department of Health Services**

Environmental Lab Accreditation Program  
850 Marina Bay Parkway  
Building P, Third Floor  
Richmond, CA 94804-6403  
Telephone: (510) 620-5600

*This office may provide information about test procedures for analyzing environmental pollutants.*

**California Department of Health Services**

Division of Drinking Water and Environmental Management

Drinking Water Technical Program Branch

Sacramento Headquarters

1616 Capital Avenue, MS 7400

P.O. Box 997413

Sacramento, CA 95899-7413

Telephone: (916) 449-5600

*This division collects and evaluates water quality information on drinking water in California and supervises the activities of all public water systems. It also provides assistance to local health departments, water purveyors, and the general public on issues related to water quality, water supply, and water treatment:*

**Northern California Section**

*Sacramento District*

8455 Jackson Road, Room 120

Sacramento, CA 95826

Telephone: (916) 229-3126

*Lassen, Valley, Klamath & Shasta Districts*

415 Knollcrest Drive, Suite 110

Redding, CA 96002

Telephone: (916) 224-4800

**North Coastal Section**

*San Francisco & Santa Clara Districts*

2151 Berkeley Way, Room 458

Berkeley, CA 94704

Telephone: (510) 540-2158

*Mendocino & Sonoma Districts*

50 D Street, Suite 200

Santa Rosa, CA 95404-4752

Telephone: (707) 576-2145

*Monterey District*

1 Lower Ragsdale, Bldg. 1, Suite 120

Monterey, CA 93940

Telephone: (831) 655-6939

**Central California Section**

*Merced & Visalia Districts*

1040 East Herndon Avenue, Suite 205

Fresno, CA 93720-3158

Telephone: (559) 447-3300

*Stockton District*

31 E. Channel Street, Room 270

Stockton, CA 95202

Telephone: (209) 948-7696

*Tehachapi District*

1200 Discovery Drive, Suite 100

Bakersfield, CA 993309

Telephone: (661) 335-7315

**Southern California Section**

*Los Angeles District & Metropolitan Districts*

1449 W. Temple Street, Room 202

Los Angeles, CA 90026

Telephone: (213) 580-5723

*Santa Barbara District*

1180 Eugenia Place, Suite 200

Carpinteria, CA 93013

Telephone: (805) 566-1326

**South Coastal Section**

*San Bernardino District*

464 West 4th Street, #437

San Bernardino, CA 92401

Telephone: (909) 383-4328

*San Diego & Riverside Districts*

1350 Front Street, Room 2050

San Diego, CA 92101

Telephone: (619) 525-4159

*Santa Ana District*

28 Civic Center Plaza, Room 325

Santa Ana, CA 92701

Telephone: (714) 558-4410

**California Department of Toxic Substances Control**

1001 I Street

P.O. Box 806

Sacramento, CA 95812-0806

Telephone: (916) 324-1826

Web: [www.dtsc.ca.gov](http://www.dtsc.ca.gov)

*DTSC issues permits for treatment, storage, and*

*disposal of hazardous wastes; inspects facilities; maintains a Superfund list; and has a site cleanup program.*

### **Northern California Regional Offices**

#### *Sacramento Office*

8800 Cal Center Drive  
Sacramento, CA 95826-3268  
Telephone: (916) 255-3618

#### *Clovis Office*

1515 Tollhouse Road  
Clovis, CA 93611-0522  
Telephone: (559) 297-3901

#### *Berkeley Office*

700 Heinz Avenue, Suite #200  
Berkeley, CA 94710-2721  
Telephone: (510) 540-2122

### **Southern California Regional Offices**

#### *Glendale Office*

1011 North Grandview Avenue  
Glendale, CA 91201-2205  
Telephone: (818) 551-2830

#### *Cypress Office*

5796 Corporate Avenue  
Cypress, CA 90630-4732  
Telephone: (714) 484-5300

#### *San Diego Office*

9174 Skypark Court, Suite 150  
San Diego, CA 92123  
Telephone: (858) 637-5531

### **California Department of Housing and Community Development**

Division of Administration - Manufactured Housing  
1800 Third Street, Room 260  
P.O. Box 31  
Sacramento, CA 95814  
Telephone: (916) 445-3338

*Administration of codes and statutes relating to mobile homes. It also allocates grants and loans for low-income housing, house rehabilitation, and disaster relief.*

### **California Department of Real Estate (DRE)**

#### *Fresno District Office*

Department of Real Estate  
2550 Mariposa, Room 3070  
Fresno, CA 93721-2273  
Telephone: (559) 445-6153

#### *Oakland District Office*

Department of Real Estate  
1515 Clay Street, Room 702  
Oakland, CA 94612-1462  
Telephone: (510) 622-2552

#### *Los Angeles Executive Office*

Department of Real Estate  
320 W. 4th Street, Suite 350  
Los Angeles, CA 90013-1150  
Telephone: (213) 620-2072

#### *San Diego District Office*

Department of Real Estate  
1350 Front Street, Room 3064  
San Diego, CA 92101-3687  
Telephone: (619) 525-4375

#### *Sacramento Principal Office*

Department of Real Estate  
2201 Broadway  
P.O. Box 187000  
Sacramento, CA 95818-7000  
Telephone: (916) 227-0864

*This unit provides information on lead toxicity and treatment of lead toxicity in children.*



## APPENDIX B

### Glossary

**AERATION:** A technique by which air is introduced into a liquid; bubbles and aerosols are generated and dissolved gases released. For example, water aerated by passing through a shower head will release dissolved radon gas.

**ACTIVATED CARBON:** A material made from burnt wood which is used to remove organic solutes, such as pesticides, and some inorganic solutes, such as chlorine, from water. Dissolved organic solutes are removed from the water by absorption onto the activated carbon. The activated carbon must be periodically replaced when it becomes saturated and unable to adsorb any more solute. Activated carbon is not effective in removing heavy metals, such as lead, and salts, which make water hard.

**ANNUAL AVERAGE LEVEL:** The average of measurements taken at different times over the period of one year or the level measured by a device left in place for a full year.

**CARCINOGEN:** A substance that causes cancer.

**CATHODE RAY TUBE:** The cathode ray tube, or CRT, is the display device used in most computer displays, video monitors, and televisions.

**CERTIFIED LABORATORY:** A laboratory that has demonstrated that it can meet the federal and state standards for accuracy and precision for a given analytical procedure.

**DISTILLATION:** As referenced in this booklet, distillation is a technique used to purify water by removal of inorganic contaminants such as salts through heating the solution and condensing the steam. The resultant distilled water has a reduced salt concentration. Distillation is not effective in removing pesticides and volatile organic contaminants such as chloroform and benzene.

**EXPOSURE:** Contact with an agent through inhalation, ingestion, or touching. For example, exposure to radon is primarily through inhalation; exposure to lead is primarily through ingestion.

**FILTRATION:** Purification of water by removing undissolved solids or sediment by passing the water through a filter or sieve. Filtration does not remove dissolved salts or organic contaminants.

**FRIABLE:** Easily crumbled, pulverized, or reduced to a powder by hand.

**LEVEL:** Another term for concentration; also, the amount of a substance in a given volume of air, liquid or solid.

**LITER:** Metric unit of volume equivalent to 1.057 quarts of liquid. One gallon is equivalent to about four liters.

**MILLIGRAM:** A unit of weight. There are 1,000 milligrams in one gram and about 28 grams in one ounce.

**MITIGATION:** Mitigation means any action taken to reduce or eliminate the risk to human health and the environment from hazardous waste.

**PARTS PER MILLION:** A unit of concentration. For example, air that contains 1 part per million formaldehyde contains 1.2 milligrams formaldehyde in 1 million milliliters air, i.e. 1,000 liters air. Also, water which contains

1 part per million lead contains 1 milligram lead in 1 million milligrams water, i.e., 1 kilogram water. One part per million can be compared to one cent in ten thousand dollars.

**PASSIVE DETECTOR:** A measuring device that functions without any energy input or ongoing attention from the user. For example, use of a passive radon detector to measure radon requires only that the detector be left in place for a specified time.

**PICOCURIE:** A unit of amount used in measurement of radioactive substances. For example, five picocuries of radon are five trillionths of a curie and are equivalent to 11 radioactive radon atoms decaying every minute.

**RADIOACTIVE:** A term used to describe atoms that are unstable and break down or decay to form another kind of atom. For example, radium breaks down to form radon. In the process of decay some high-energy particles are emitted. The detection of these particles by special instruments indicates that a substance is radioactive. The high-energy particles and gamma rays are called radiation.

**REACTIVE:** A solid waste that is normally unstable, reacts violently with water, or generates toxic gases when exposed to water or other materials.

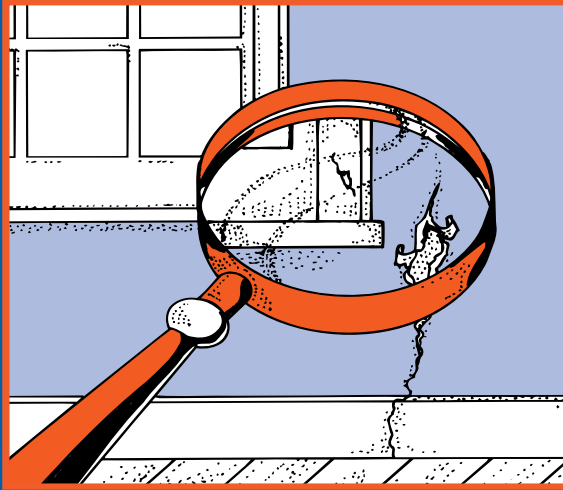
**REVERSE OSMOSIS:** A technology used to purify water by removing the salts from water. Osmosis involves the diffusion of water from a dilute to a concentrated solution across a semi-permeable membrane that allows only the passage of water. In reverse osmosis, water is forced through a semi-permeable membrane from a concentrated solution to a stream of purified water. For example, in the desalination of seawater, reverse osmosis is used to separate the salts from the water generating drinking water and a residue of salts.

**RISK:** In the context of this booklet, risk indicates the chance of developing a disease after exposure to an environmental hazard. Risk depends on the time period for which a person is exposed to a particular hazard and the level of the hazard.

**SOFT WATER:** Water that does not contain large amounts of dissolved minerals such as salts containing calcium or magnesium.

**SOLDER:** A metallic compound used to seal joints between pipes. Until recently, most solder contained about 50 percent lead. Lead solder is now banned for plumbing applications.

**TOXICITY:** The extent to which a material is toxic.



# Protect Your Family From Lead In Your Home



 **EPA** United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

---

**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

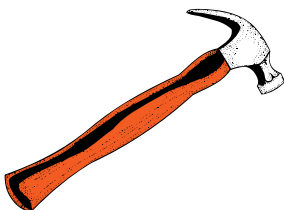
**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# IMPORTANT!

## Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Lead Gets in the Body in Many Ways

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**Childhood lead poisoning remains a major environmental health problem in the U.S.**

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**Even children who appear healthy can have dangerous levels of lead in their bodies.**

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**People can get lead in their body if they:**

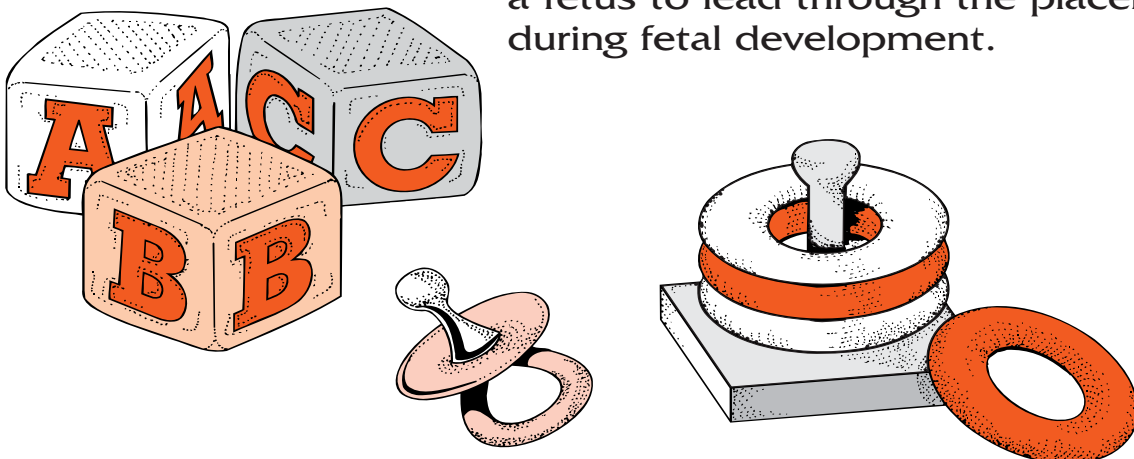
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**Lead is even more dangerous to children under the age of 6:**

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

**Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.





## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

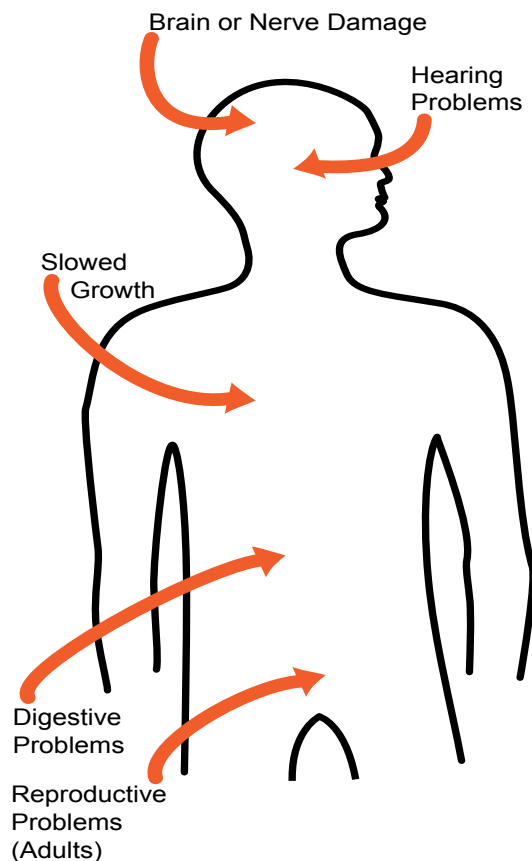
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.




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**Lead affects  
the body in  
many ways.**

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## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

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**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

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**Get your children and home tested if you think your home has high levels of lead.**

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**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

## Identifying Lead Hazards

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**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

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## Checking Your Home for Lead

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**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

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You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

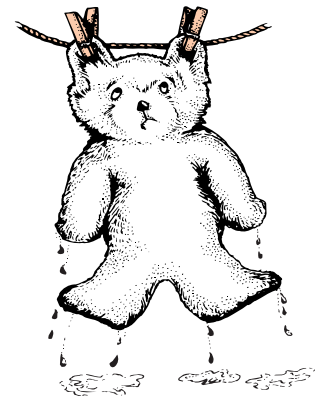
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

## What You Can Do Now To Protect Your Family

---

**If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:**

- ◆ **If you rent, notify your landlord of peeling or chipping paint.**
- ◆ **Clean up paint chips immediately.**
- ◆ **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- ◆ **Wash children's hands often, especially before they eat and before nap time and bed time.**
- ◆ **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ **Keep children from chewing window sills or other painted surfaces.**
- ◆ **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- ◆ **Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products.** Children with good diets absorb less lead.



## Reducing Lead Hazards In The Home

**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

**Always use a professional who is trained to remove lead hazards safely.**



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.



## Remodeling or Renovating a Home With Lead-Based Paint

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Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

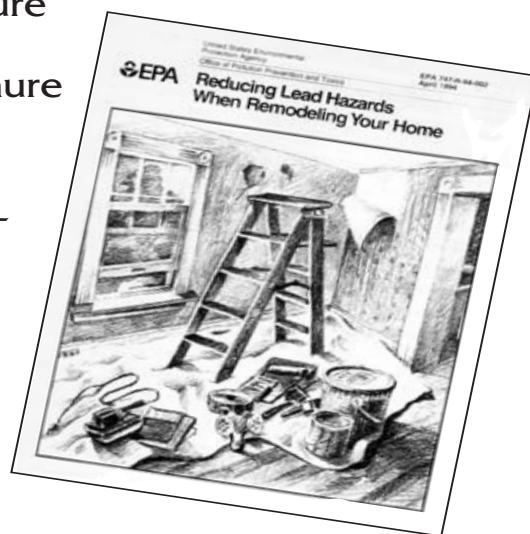
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

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## Other Sources of Lead

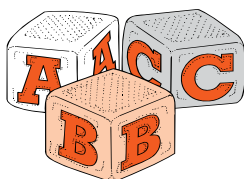
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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**

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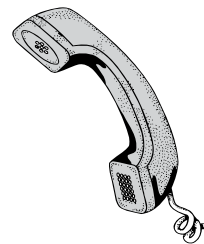
- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

## For More Information

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### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.

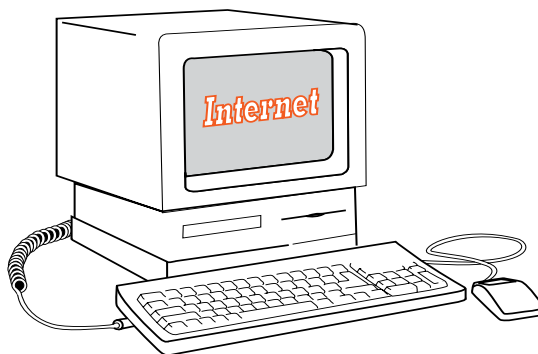


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **[www.cpsc.gov](http://www.cpsc.gov)**.



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

## EPA Regional Offices

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Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## CPSC Regional Offices

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### **Eastern Regional Center**

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### **Western Regional Center**

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### **Central Regional Center**

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### **U.S. Department of Housing and Urban Development**

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

## Simple Steps To Protect Your Family From Lead Hazards

### **If you think your home has high levels of lead:**

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



#### **Recycled/Recyclable**

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(minimum 50% postconsumer) process chlorine free.





Before Earthquake

# Homeowner's Guide to Earthquake Safety

2005 Edition



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The California  
Seismic Safety  
Commission

State of  
California  
Arnold  
Schwarzenegger,  
Governor

SSC No. 05-01



**Damage from magnitude 6.7 earthquake**



**Additional damage from aftershocks**

This 2005 Edition of the Homeowner's Guide to Earthquake Safety replaces the 2002 Edition on July 1, 2005.



## Publishing Information

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### Legislation

This guide has been developed and adopted by the California Seismic Safety Commission as required by Assembly Bill 2959, authored by Assemblyman Johan Klehs (Chapter 1499, Statutes of 1990), and Assembly Bill 200, authored by Assemblyman Dominic Cortese (Chapter 699, Statutes of 1991).

### Ordering Information

Copies of this booklet are available from the California Seismic Safety Commission, 1775 Creekside Oaks Drive, Suite 100, Sacramento, CA 95833. To order call (916) 263-5506 or download via our website at <http://www.seismic.ca.gov/sscpub.htm>

### On the cover:

Taken in Coalinga, California, the pictures of this single family home show the destruction caused by the Coalinga Earthquake on May 2, 1983. The 6.7 magnitude earthquake inflicted severe damage to the unreinforced masonry porch, forcing the occupants to evacuate. Numerous aftershocks occurred within the next few days, causing portions of the already weakened structure to collapse.

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# ACKNOWLEDGMENTS

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San Diego Association of Governments  
Southern California Association of Governments  
Southern California Association of Residential Retrofit Professions  
Southern California Gas Company/Sempra  
Structural Engineers Association of California  
Committee on Earthquake Safety Issues for Gas Systems

**Disclaimer:** The effects, descriptions, recommendations, and suggestions included in this document are intended to improve earthquake preparedness; however, they do not guarantee the safety of an individual or a structure. The Seismic Safety Commission takes responsibility for the inclusion of material in this document. The State of California, the Seismic Safety Commission, and all contributors to this document do not assume liability for any injury, death, property damage, loss of revenue, or any other effect of an earthquake.

# INTRODUCTION

**Earthquakes**, especially major ones, are dangerous, inevitable, and a fact of life in California. Sooner or later another “big one” will occur.

Earthquakes:

- Occur without warning
- Can be deadly and extremely destructive
- Can occur at any time

As a current or potential owner of a home\*, you should be very concerned about the potential danger to not only yourselves and your loved ones, but also to your property.

The major threats posed by earthquakes are bodily injuries and property damage, which can be considerable and even catastrophic.

Most of the property damage caused by earthquakes ends up being handled and paid for by the homeowner.

- Earthquakes have caused over \$55 billion in losses in California since 1971.
- Large earthquakes in or near major urban centers in California will disrupt the local economy and can disrupt the economy of the entire State.

However, proper earthquake preparation of your home can:

- Save lives
- Reduce injuries
- Reduce property damage

As a homeowner, you can **significantly reduce** damage to your home by fixing a number of known and common weaknesses.

**This Booklet** is designed to assist you in filling out the Residential Earthquake Hazards Report (See *page 113*) when you sell your home.

This booklet is also a good start to begin strengthening your home against earthquake damage.

It describes:

- Common weaknesses that can result in your home being damaged by earthquakes, and
- Steps you can take to correct these weaknesses.

*There are no guarantees of safety during earthquakes, but properly constructed and strengthened homes are far less likely to collapse or be damaged during earthquakes. The California Seismic Safety Commission advises you to act on the suggestions outlined in this booklet and make yourself, your family, and your home safer.*

\*For the purpose of this document, “home” includes single family residences, duplexes, triplexes, and fourplexes.



# YOUR HOME AND THE LAW

## ***California State Law requires the seller to:***

- Inform the buyer about known home weaknesses (*See Earthquake Weaknesses, beginning on page 76*).
- Strap the water heater, reducing the chance of it falling during an earthquake and possibly causing gas and water lines to break.
- Deliver a copy of this booklet to the buyer if the home was built before 1960 (*Your real estate agent is required to give the seller a copy of this booklet*).
- Deliver to buyers a Natural Hazards Disclosure form (*See page 69*). The disclosure will tell buyers whether the home is in an Earthquake Fault Zone or in a Seismic Hazard Zone (*See page 103*).
- Complete the *Residential Earthquake Hazards Report*, to be provided to the buyer (*See page 113*).

## ***California State Law does not require the seller to:***

- Hire someone to evaluate your home.
- Strengthen your home before selling it.

## ***This Booklet:***

- Describes the most common weaknesses that can cause damage to homes, in the event of an earthquake.
- Enables the seller to meet the State Law requiring this booklet be given to every buyer of homes built before 1960.
- Enables the seller to disclose to the buyer the typical earthquake weaknesses in homes built before 1960.
- Provides the homeowner with basic information about finding and fixing earthquake-related weaknesses in the home.
- Provides general information about earthquake risks and directions for finding more information on earthquake safety.



# RECOMMENDATIONS...

## ***If You Are Selling***

*Before you sell your house, the following steps are recommended:*

- If you list your house for sale through a real estate broker or agent, give the agent the completed disclosure form (*See page 113*) as soon as practical. Your agent can give the booklet and the form to the buyer for you.
- You are not required to hire someone to answer the questions on the disclosure form.
- You are not required to remove siding, drywall, or plaster to answer the questions.
- You are not required to fix the weaknesses before you sell your home.
- However, if you wish, you may get assistance from a certified home inspector, or a licensed contractor, architect, or engineer.
- Keep a copy of the form, signed by the buyer, as evidence that you have complied with the earthquake disclosure requirement.

You may find that you will get a better price for your house if you strengthen earthquake weaknesses before you sell.

## ***If You Are Buying***

*Before you agree to buy a house, consider the following recommendations:*

- Have a certified home inspector, licensed building contractor, architect, or engineer inspect the house and give you an opinion regarding existing earthquake weaknesses and an estimate of costs to strengthen these weaknesses.
- Consider the location of the home: Is it in or near an Earthquake Fault Zone or in an area where it might be damaged by a landslide, liquefaction, or a tsunami? You may wish to hire a licensed geotechnical engineer and/or engineering geologist to check the stability of the land under the house.
- Negotiate the cost of strengthening, if any is required, with the seller. The law does not require either you or the seller to strengthen the home, but if these weaknesses are not fixed, you may find that repair costs after a damaging earthquake can amount to more than your equity in the house.





# SUMMARY OF MAJOR CALIFORNIA LAWS RELATED TO SEISMIC SAFETY

Full wording of all California codes is available at: <http://www.leginfo.ca.gov>.

## Delivering this guide

Sellers of homes built before 1960, with one to four units of conventional light-frame construction, must deliver to the buyer, “as soon as practicable before the transfer,” a copy of *The Homeowner’s Guide to Earthquake Safety* (this booklet) and disclose certain earthquake deficiencies according to *Government Code*, Section 8897.1 to 8897.4. The seller’s real estate agent must provide the seller with a copy of this booklet to give to the buyer. This is also specified in *Government Code*, Section 8897.5.

## Water heater bracing

All water heaters are required to be anchored or strapped to resist falling during an earthquake. The seller must certify to the potential buyer that the water heater is properly braced in accordance with *Health and Safety Code*, Section 19211.

## Disclosing weaknesses

Sellers of real property must disclose known defects and deficiencies in the property—including earthquake weaknesses and hazards—to prospective buyers in accordance with *Civil Code*, Section 1102 and following sections.

## Disclosing natural hazards

Sellers of real property must disclose whether the property is within any of the seven mapped natural hazard areas, including the earthquake fault, potential landslide and potential liquefaction areas. The required Natural Hazards Disclosure Form can

be found in *Civil Code*, Section 1103 and following sections. When filled out, this statutory form will reveal whether the home is within a mapped geologic, flood or hazard area.

## Earthquake faults

The Alquist-Priolo Earthquake Fault Zoning Act prohibits building for human occupancy astride active faults. *Public Resources Code*, Section 2621 and following sections, requires sellers of existing residences to disclose to potential buyers on a Natural Hazards Disclosure Form if the property is located in a designated fault zone.

## Landslide and liquefaction

The Seismic Hazards Mapping Act requires the state to prepare maps of the zones in California most susceptible to landslide and liquefaction hazards during earthquakes. *Public Resources Code*, Section 2694 and following sections, states that sellers must disclose to buyers, on a Natural Hazards Disclosure Form, whether the property is in such a zone, after the map for that area has been issued officially.

## Publishing this guide

The Seismic Safety Commission is required to develop, adopt, update, and publish *The Homeowner’s Guide to Earthquake Safety* containing information on geologic and seismic hazards, explanations of structural and nonstructural earthquake hazards, and recommendations for mitigating these hazards, as required by the *Business and Professions Code*, Section 10149.

# PROPERTY TAX AND INSURANCE

## Property Tax Reappraisal Exclusion

California law allows homeowners to strengthen their homes with approved seismic strengthening techniques without the improvement being included in reappraisals that usually raise the property value and the tax owed, according to the *Revenue and Tax Code*, Section 74.5.

If you make an addition, such as a swimming pool or a new den to your home, your property tax bill will increase. But a strengthening project to help your home resist earthquakes will not add to your property taxes.

To receive the exclusion you must file a claim form with your county assessor. The work must also be approved as appropriate seismic strengthening by your local building department.

A sample form from the County of Santa Clara is attached on page 111. This form may vary by county.

## Earthquake Insurance

Earthquake insurance is typically not part of your homeowner insurance policy. All insurance companies that sell residential property insurance in California are required by law to offer earthquake insurance to homeowners when the policy is first sold and every two years afterward.

The cost of the earthquake policy you are offered is based on a number of factors, including your home's location, age, construction type, and value. One thing to consider would be to compare the expected damage versus the deductible that is applicable to your policy. You may wish to consult a licensed civil or structural engineer for more specific information on your potential for damage.

Each homeowner should consider his/her individual risk factors and then weigh the cost of earthquake coverage against the benefits. The California Earthquake Authority (CEA) website has an online calculator to help estimate your premium based on your ZIP Code, insured value, dwelling type, and desired coverage and deductible.

The California Earthquake Authority is required to provide, and the insurance companies are required to disclose the availability of, discounts on earthquake insurance premiums for older homes that have been strengthened to resist earthquake damage. For more information, contact your insurance agent, who can also help you locate an earthquake insurer and estimate your annual premium.

California Earthquake Authority:  
[www.EarthquakeAuthority.com](http://www.EarthquakeAuthority.com)

California Department of Insurance:  
[www.insurance.ca.gov](http://www.insurance.ca.gov)

# EXAMPLES OF DAMAGE TO SINGLE FAMILY HOMES



*Pacific Fire Rating Bureau*

**Figure 1 - San Fernando Earthquake, Feb. 9, 1971** Severely damaged split level 1 and 2 story wood frame dwelling. The one story portion dropped about 3 feet.



*Robert A. Eplett, OES*

**Figure 2 - Loma Prieta Earthquake, Oct. 17, 1989** Home moved off of its foundation and was considered a total loss.



*FEMA*

**Figure 3 - Northridge Earthquake, Jan. 17, 1994** Single family residence damaged due to failure of multiple elements.



*FEMA News Photo*

**Figure 4 - Northridge Earthquake, Jan. 17, 1994** Chimney Collapse - common type of damage to unreinforced masonry.



*Dane Golden, FEMA News Photo*

**Figure 5 - San Simeon Earthquake, Dec. 22, 2003** This home slid two feet off its foundation due to inadequate nailing of walls to its sill plates.

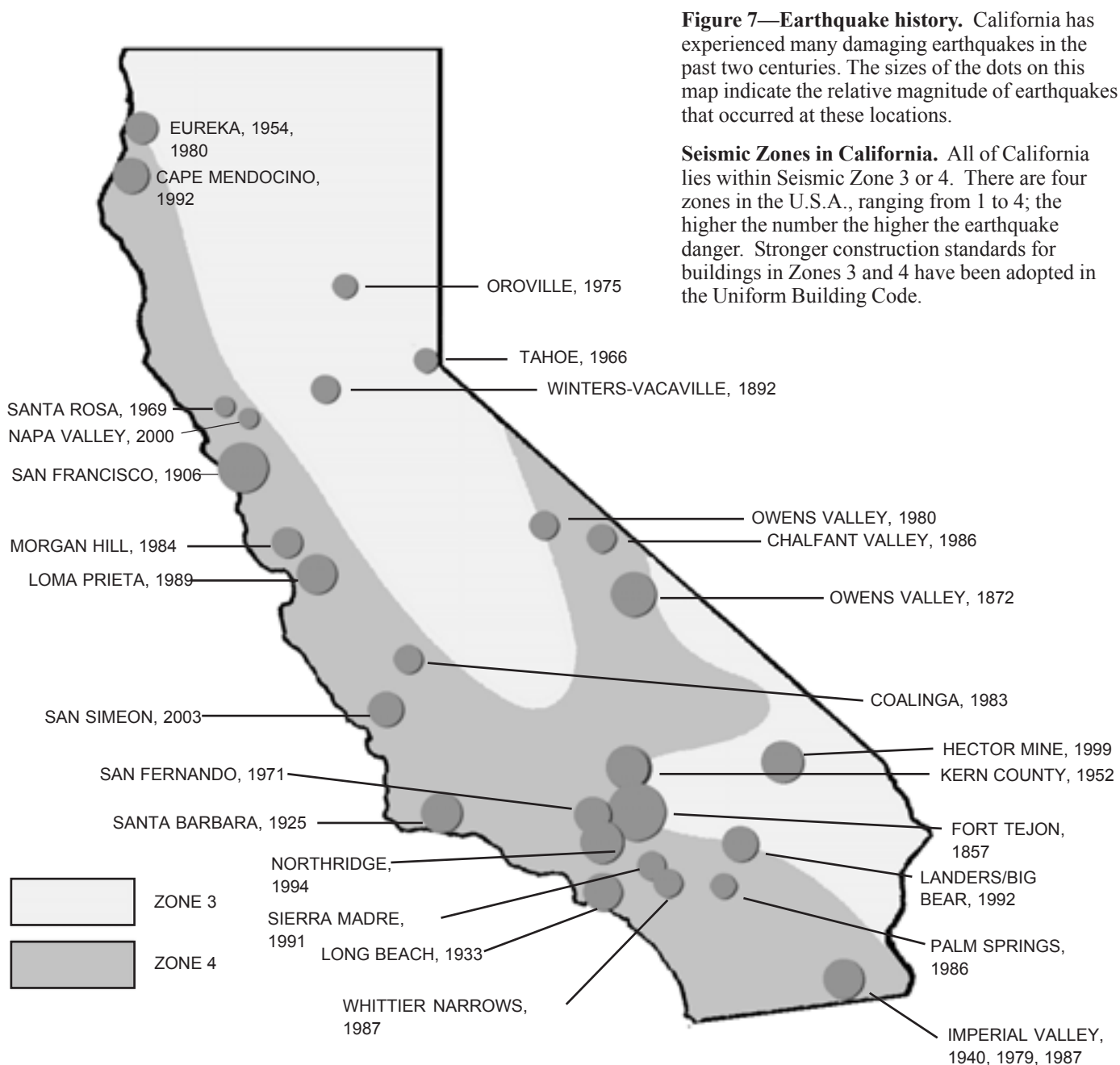


*Guna Selvadurai*

**Figure 6 - San Simeon Earthquake, Dec. 22, 2003** The collapsed porch was not adequately attached to this single family residence.

# EARTHQUAKE MAPS OF CALIFORNIA

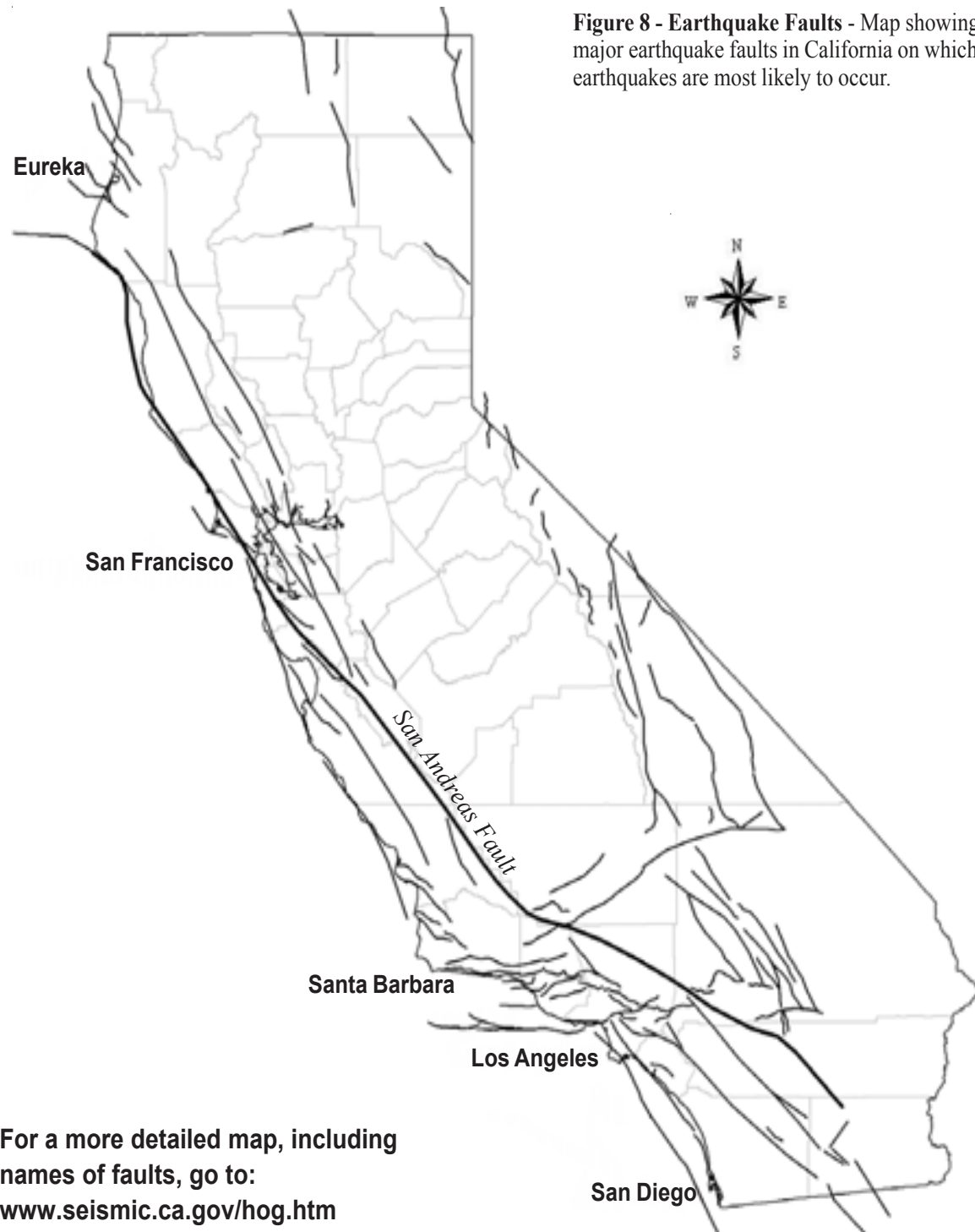
## DAMAGING EARTHQUAKES IN CALIFORNIA



Source: California Geological Survey, 1986; Earthquake History of the U.S., U.S. Department of Commerce and Interior, 1982; Records of California Office of Emergency Services; compiled and revised by California Seismic Safety Commission, 2004; International Code Council, Uniform Building Code 1997 Edition.



# MAJOR EARTHQUAKE FAULTS IN CALIFORNIA

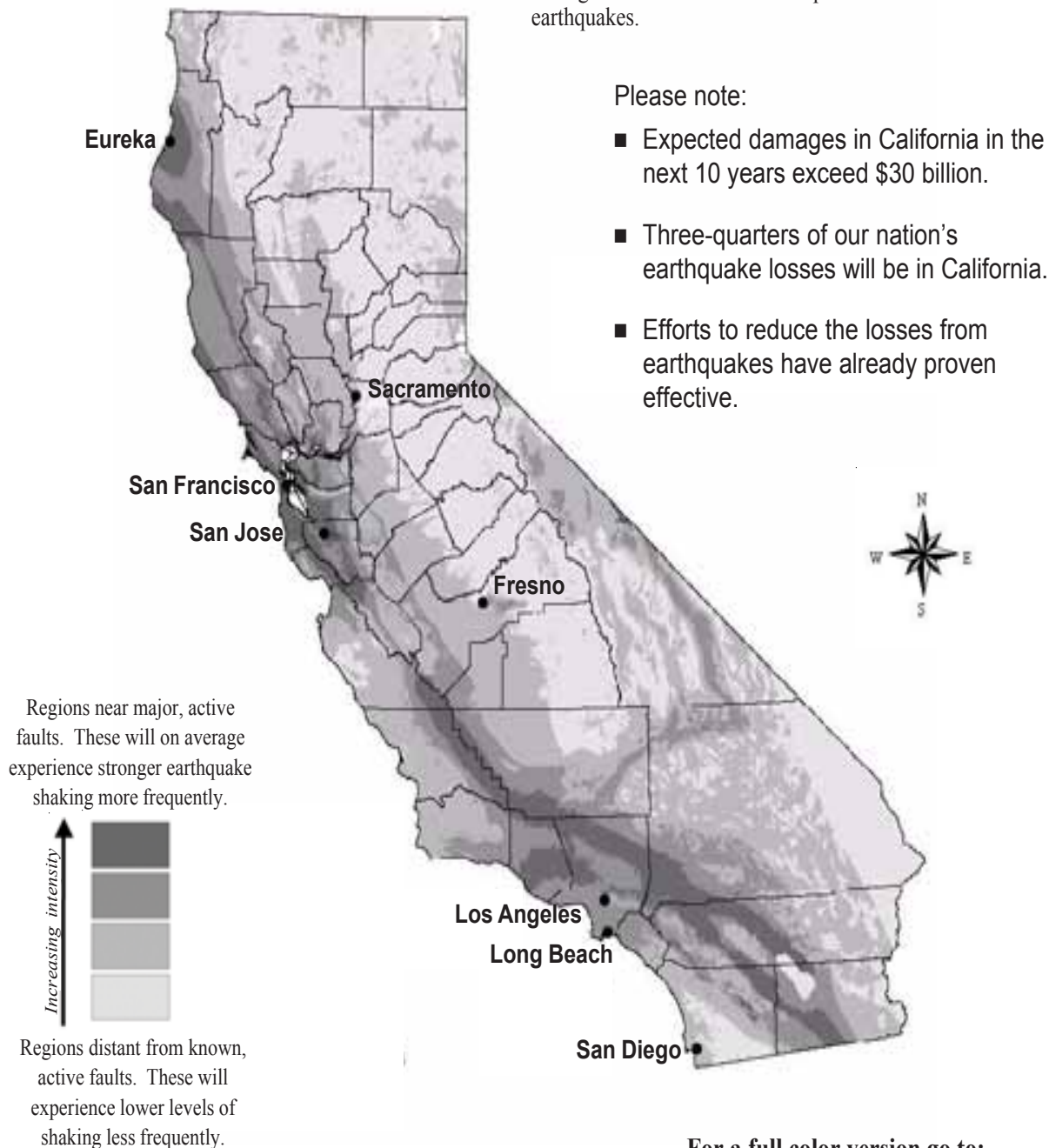


Map courtesy of California Geological Survey. Fault locations modified from seismic sources used in Revised 2002 California Probabilistic Seismic Hazard Maps.



# SIMPLIFIED EARTHQUAKE SHAKING POTENTIAL MAP FOR CALIFORNIA

**Figure 9 - Earthquake Shaking Potential Map** - This map shows the relative intensity of ground shaking and damage in California from anticipated future earthquakes.



**For a full color version go to:**  
[www.seismic.ca.gov/hog.htm](http://www.seismic.ca.gov/hog.htm)

Data source: California Seismic Safety Commission, California Geological Survey, Governor's Office of Emergency Services, and United States Geological Survey, April, 2003, Earthquake Shaking Potential for California, California Seismic Safety Commission Publication No. 03-02.

# ADDITIONAL RESOURCES

There are many additional resources available. Some are web sites and some are books or pamphlets.

- The California Seismic Safety Commission has created a webpage that provides links to other sites that are appropriate for homeowners interested in improving the earthquake safety of their homes.

Visit [www.seismic.ca.gov/hog.htm](http://www.seismic.ca.gov/hog.htm)

- FEMA also provides a wide variety of information suitable for the homeowner, including the availability of, and registration for, federal disaster aid programs after a damaging earthquake or other disasters.

Visit [www.fema.gov](http://www.fema.gov)

# EARTHQUAKE WEAKNESSES

The earthquake weaknesses identified in this section, if not corrected, can result in one or more of the following:

- Injury to occupants
- Severe damage to your home
- Broken gas and utility lines
- Fires from broken gas lines
- Damage to floors, walls, and windows
- Damage to the contents in the house
- Damage to the foundations



## ***Please remember that:***

- Retrofitting before an earthquake is relatively cheap.
- Doing major structural repairs to your home after an earthquake is very expensive.
- Sometimes the damage is extensive enough to require the entire house to be demolished.
- After an earthquake, there is usually a shortage of available licensed contractors and engineers in the impacted area, because of the sudden high demand for their services.
- An appropriate seismic retrofit will reduce damage and save you money.

*Please consult your local Building Department and/or a licensed architect or engineer for more detailed information.*

## IDENTIFY WEAKNESSES

# Unbraced Water Heaters

## The Problem

If water heaters are not properly braced, they can topple over during an earthquake causing:

- Broken gas lines and gas leaks
- Fires causing major damage to homes
- Broken water lines and flooding

## How to Identify

- ✓ Is the water heater free-standing?
- ✓ Are there straps or other types of restraints securing the water heater?
- ✓ Are there straps or restraints bolted to the studs?
- ✓ Are there flexible pipes for water and gas connected to the water heater?

## Remember

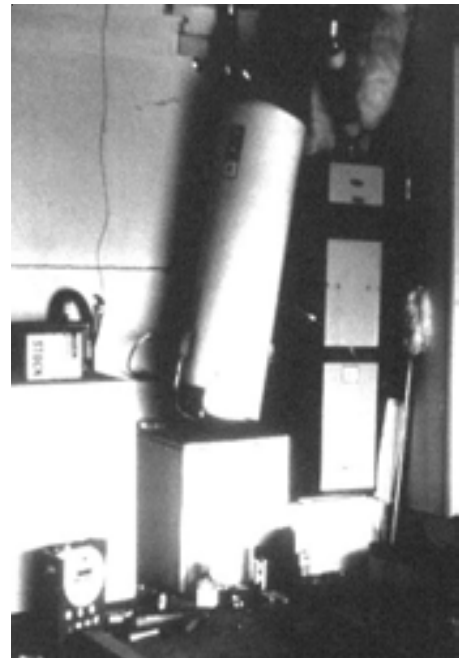
- Replacing a water heater after an earthquake can cost more than \$500.
- Repairing fire damage and flooding damage can cost several thousand dollars, including the entire cost of your home!
- There are many different ways of strapping a water heater. One example is shown on the next page. (See page 78)
- Check with your local Building Department for details of local requirements.
- Know where your main water valve is so that you can shut it off if you have a water leak.
- Know where your main gas valve is so that you can shut it off if you hear or smell a gas leak. (See page 97)

Water heater



Governor's Office of Emergency Services

**Figure 10** - The unbraced water heater in this home fell during an earthquake; the resulting fire destroyed the home.



Gina Selvadurai

**Figure 11** - This unstrapped water heater tipped over during the 1984 Morgan Hill Earthquake. Fortunately gas and water lines were not ruptured.

HOW-TO

Brace Water Heaters

Water heaters must be braced (securely attached) to the studs in a wall. California law requires water heaters to be braced at the time of sale, or when a new water heater is installed.

The Solution

There are many solutions – all relatively inexpensive.

- Purchase and install a strap kit or bracing kit from your local hardware store. Be sure the kit is certified by the State Architect.

Other options include:

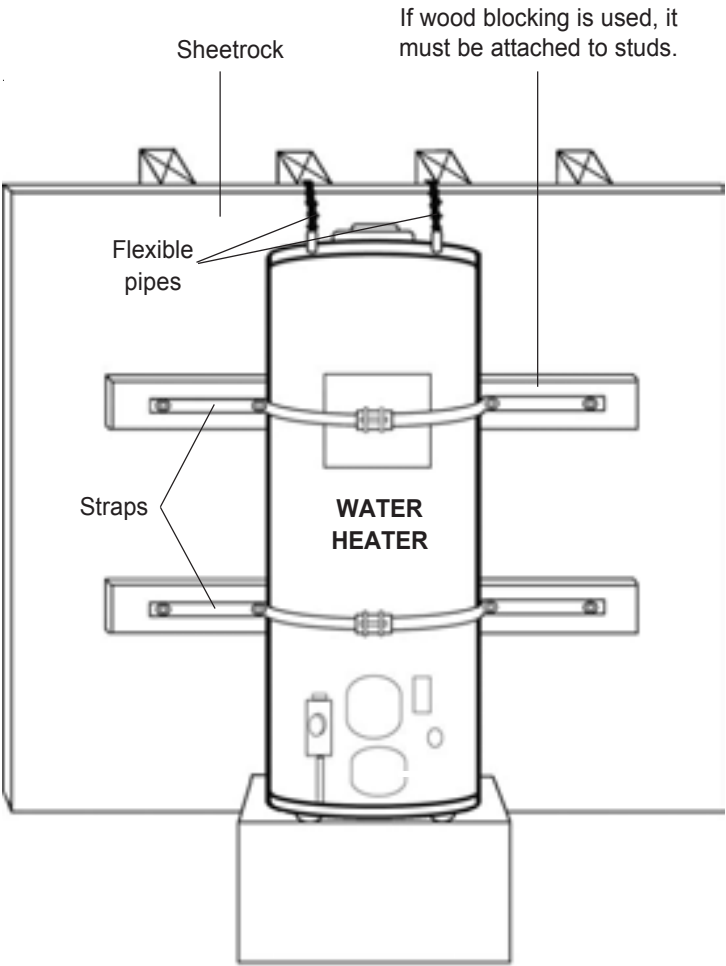
- Have a licensed plumber strap your water heater according to code.
- Use metal tubing or heavy metal strapping and lag screws and washers to secure the water heater to the wall studs.

The gas and water lines should also have flexible pipes. These are safer than rigid pipes during an earthquake.

Be sure to check the straps once a year. They may come loose due to vibrations, or other causes.

How-to Resources

- Your local home improvement store
- [How to Brace Your Water Heater](#), City of Los Angeles, Department of Building & Safety, Information Bulletin #P/PC 2002-003, June 14, 1999.
- [Guidelines for Earthquake Bracing of Residential Water Heaters](#), Department of General Services, Division of State Architect, August 11, 2004.
- [How to Secure Your Water Heater](#), Governor’s Office of Emergency Services, 2003.



**Figure 12: One Method of Water Heater Bracing.** Straps and screws visible with water heater in a garage installation. You may need to add wood blocking.

Comparison of Cost: Preventing vs. Repairing Earthquake Damage	
Project Cost	Cost to Repair after an Earthquake
\$20 to \$200	\$500 to total value of home (if completely destroyed).

## IDENTIFY WEAKNESSES

# Home Not Anchored to Foundation

## The Problem

Houses that are not bolted to the foundation can move off their foundations during earthquakes.

## How to Identify

- ✓ Go down into the crawl space – the area between the first floor and the foundation – to find out if your house is bolted to its foundation.
- ✓ Look for the heads of anchor bolts that fasten the sill plate – the wooden board that sits directly on top of the foundation – securely to the foundation. (See *Figure 14a, page 80*)
- ✓ You should be able to see the large nuts, washers, and anchor bolts, installed at least every 4 to 6 feet along the sill plate. Steel plates are sometimes used instead of anchor bolts. (See *Figure 14b, page 80*)

## Remember

- It is very expensive to lift a house, and place it back on its foundation.
- Homes moving off their foundations can cause gas lines to rupture, which in turn can result in fires.



**Figure 13** - This home wasn't bolted and slid off its foundation. Sometimes the damage can be so bad that houses have to be demolished.

Office of Emergency Services

*If your home has no foundation, or an old concrete foundation, see page 95.*

## Slab Foundations

Some homes are built directly on concrete slabs. These houses do not have crawl spaces and cripple walls.

Nearly all homes with slab foundations that were originally built to code will have anchor bolts or straps.

However, if the house is not bolted to the slab, you have an earthquake weakness.

Newer homes generally have anchor bolts or straps.

If you have an unfinished garage, you may be able to see the anchor bolts.

You are not required to remove siding, drywall or plaster to determine if your house has anchor bolts.



HOW-TO

Anchor Foundation

The Solution

Drill holes through the sill plate into the foundation and install anchor bolts. (See Figure 14a)

If there is not enough room to drill, you can attach steel plates to hold the sill plate to the foundation. (See Figure 14b)

Anchor bolts have to be installed properly for them to be effective.

You must obtain the proper permits from your local Building Department before beginning work.

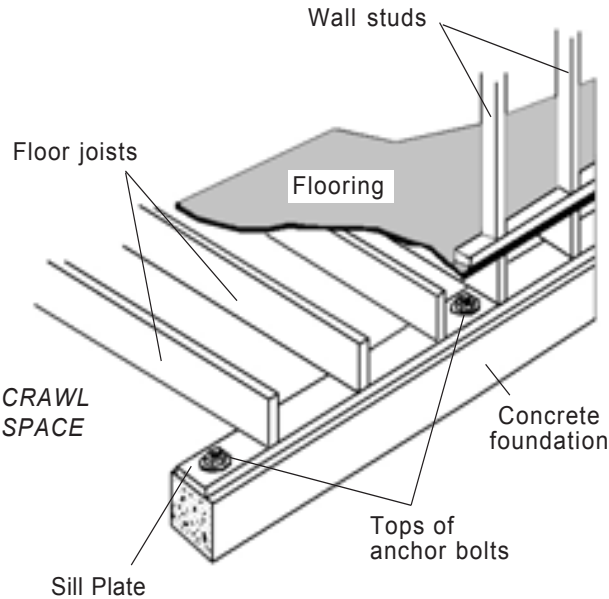


Figure 14a

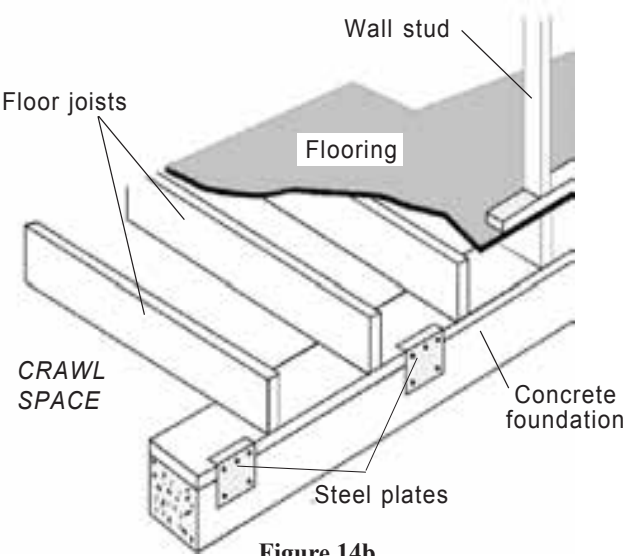


Figure 14b

How-to Resources

- Detailed information for do-it-yourselfers or engineers can be found in the [International Existing Building Code](#), published by the International Code Council.
- Publication: [How You Can Strengthen Your Home for the Next Big Earthquake in the Los Angeles Area](#), City of Los Angeles, Department of Building & Safety, October 2001.

**Figure 14 —Anchor bolts or steel plates.** A home’s crawl space may be formed by a cripple wall (see next page for description) between the foundation and the floor joists or the floor joists may rest directly on the sill plate. In either case, you should be able to see the heads of anchor bolts or steel plates installed at appropriate intervals. These fixtures fasten the sill plate to the foundation.

Comparison of Cost: Preventing vs. Repairing Earthquake Damage	
Project Cost	Cost to Repair after an Earthquake
\$250 to \$5,000	\$25,000 to total value of home (if completely destroyed).

## IDENTIFY WEAKNESSES

# Weak Cripple Walls

## The Problem

Wooden floors and stud walls are sometimes built on top of an exterior foundation to support a house and create a crawl space. (See Figure 17, page 82)

These are called cripple walls and they carry the weight of the house.

During an earthquake, these walls can collapse if they are not braced to resist horizontal movement.

If the cripple wall fails, the house may shift or fall.

## How to Identify

- ✓ Go under the house through the crawl space, to see if there are any cripple walls.
- ✓ If there are cripple walls, check to see if they are braced.
- ✓ There should be plywood panels adequately nailed to the studs OR there should be diagonal wood sheathing. (See Figure 16)
- ✓ If you have neither of these, the cripple walls are probably insufficiently braced or unbraced.
- ✓ Horizontal or vertical wood siding is not strong enough to brace cripple walls.

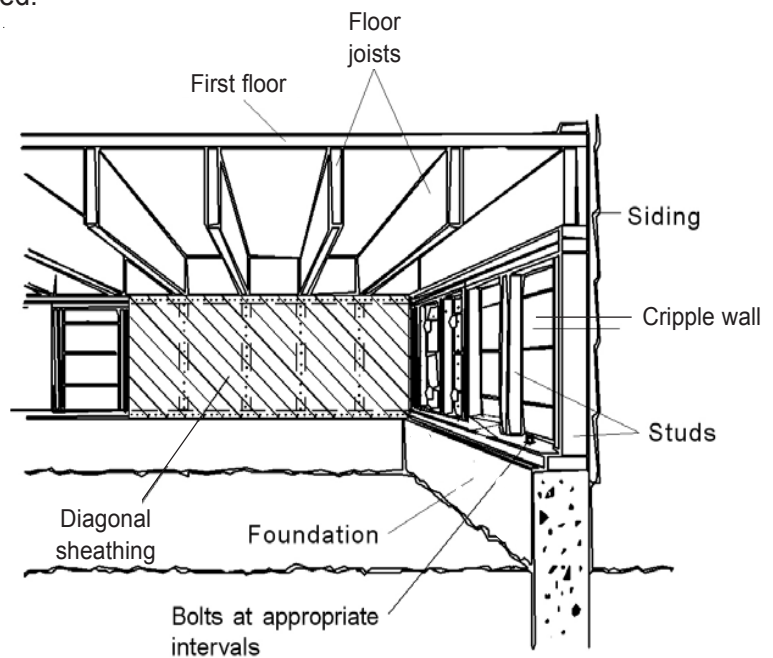
## Remember

- It is very expensive to lift a house, repair the cripple wall, and put it back on its foundation



Office of Emergency Services

**Figure 15** - Damage to home due to cripple wall failure.



**Figure 16** - Diagonal Sheathing. Common in older homes.

HOW-TO

Strengthen Cripple Walls

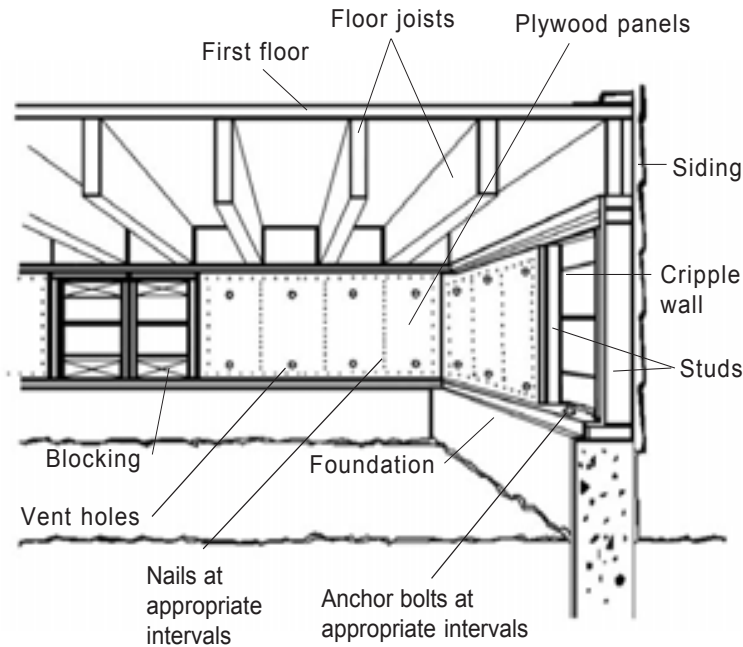
The Solution

Plywood, or other wood products allowed by code, should be nailed to the studs.

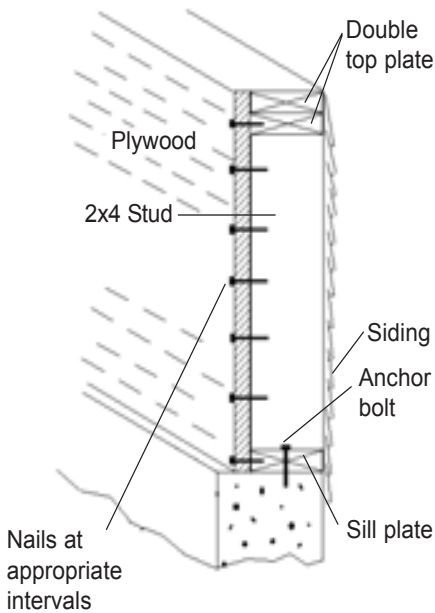
The following are important:

- Type of wood product used
- Plywood thickness
- Nail size and spacing
- Do not cover vents.

Consult your local Building Department for permit requirements before starting work.



**Figure 17—Plywood or diagonal sheathing strengthens weak cripple walls.** If your home has a cripple wall between the foundation and the first floor, and the wall is not braced with plywood or diagonal sheathing, the house may fall or shift off its foundation during an earthquake.



How-to Resources

- Detailed information for do-it-yourselfers or engineers can be found in the [International Existing Building Code](#), published by the International Code Council
- Publication: [How You Can Strengthen Your Home for the Next Big Earthquake in the Los Angeles Area](#), City of Los Angeles, Department of Building & Safety, October 2001.

Comparison of Cost: Preventing vs. Repairing Earthquake Damage	
Project Cost	Cost to Repair after an Earthquake
\$500 to \$2,500	\$25,000 to total value of home (if completely destroyed).

## IDENTIFY WEAKNESSES

# Pier-and-Post Foundations

## The Problem

The outside of the house is supported by wood posts resting on unconnected concrete piers. Siding is often nailed to the outside of the posts, making them not easily visible.

During an earthquake these posts can fail, if they are not braced against swaying.

If the posts fail, the house may shift or fall.

## How to Identify

- ✓ Go under the house to see if there is a continuous foundation under the outside walls.
- ✓ If you do not see a continuous foundation you may have an earthquake weakness.
- ✓ If you see only unconnected concrete piers and wood posts, supporting the outside walls, you have an earthquake weakness.

## Remember

- Horizontal or vertical wood siding is not strong enough to brace pier-and-post foundations.
- Major structural repairs, like lifting an entire house to repair the posts and putting it back, are very expensive.



California Seismic Safety Commission



California Seismic Safety Commission

**Figure 18** - The pier-and-post foundation under this home shifted during a recent earthquake.

HOW-TO

Strengthen Pier-and-Post Foundations

The Solution

Consult a licensed architect or engineer, and a licensed building contractor who specializes in foundations, to fix this problem.

It may be possible to make the foundation safer by bracing the posts.

You might be better off to add a new foundation and plywood walls in the crawl space to make sure that the house will not shift or fall off its foundation during an earthquake.

How-to Resource

- Detailed information for engineers can be found in the [International Existing Building Code](#), published by the International Code Council.

Comparison of Cost: Preventing vs. Repairing Earthquake Damage	
Project Cost	Cost to Repair after an Earthquake
\$1,000 to \$25,000	\$20,000 to total value of home (if completely destroyed).

## IDENTIFY WEAKNESSES

# Unreinforced Masonry Foundations

## The Problem

Unreinforced masonry—brick, concrete block, or stone—foundations often cannot resist earthquake shaking. They may break apart, or be too weak to hold anchor bolts. Homes may shift off such foundations during earthquakes, damaging the walls, floors, utility lines, and home contents.

## How to Identify

- ✓ If your home's foundation is brick or stone, and looks like one of the foundations shown in the photos here, it is probably unreinforced.
- ✓ If there is a space filled with grout between the inner and outer faces of a brick foundation (where anchor bolts and reinforcing steel could be installed), it may be reinforced.
- ✓ If the outside of the foundation is covered, you may have to look under the house to see the type of foundation you have.
- ✓ If you are not sure what to look for, seek the services of a licensed engineer to determine if your foundation is reinforced or not.

## Remember

- It is cheaper to do this before an earthquake damages the house than after.



California Seismic Safety Commission

**Figure 19** - This is an unreinforced stone foundation. They typically fail during earthquakes.



California Seismic Safety Commission

**Figure 20** - Note the bricks exposed in this unreinforced masonry foundation.



HOW-TO

Retrofit Masonry Foundations

The Solution

There are several ways to fix this problem.

The most common approach is to replace all or part of the existing foundation with a poured reinforced concrete foundation.

Another solution is strengthening the unreinforced brick or stone foundation, which is generally expensive.

Seek the help of a licensed architect or engineer, and a licensed foundation contractor or general contractor.

How-to Resource

- Detailed information for engineers can be found in the [International Existing Building Code](#), published by the International Code Council.

Comparison of Cost: Preventing vs. Repairing Earthquake Damage	
Project Cost	Cost to Repair after an Earthquake
\$15,000 to \$50,000	\$15,000 to total value of home (if completely destroyed).

## IDENTIFY WEAKNESSES

# Homes Built on Steep Hillside

## The Problem

Houses built on the sides of steep hills are often set on exposed posts or columns, as shown in the photographs.

The potentially hazardous conditions that are unique to homes on steep hillsides are:

- Stilt-type posts with or without diagonal bracing
- Walls with very different heights or that are stepped or sloped down the hillsides.

If these posts or walls are not properly braced, they may collapse during an earthquake.

Sometimes, the supports on the downhill side will be hidden behind a tall wall that encloses a large unfinished space. (This is similar to, but taller than, a crawl space under a typical house built on flat ground.)

## How to Identify

- ✓ Is the house located on a slope?
- ✓ Are the columns or walls supporting the home braced?
- ✓ If you are not sure if there is bracing or if the bracing is adequate, consult a licensed engineer.

## Remember

- It is very expensive to lift a house, repair the posts, and put it back.



Office of Emergency Services

**Figure 22** - This hillside home was built on an unbraced tall wall that failed.



Office of Emergency Services

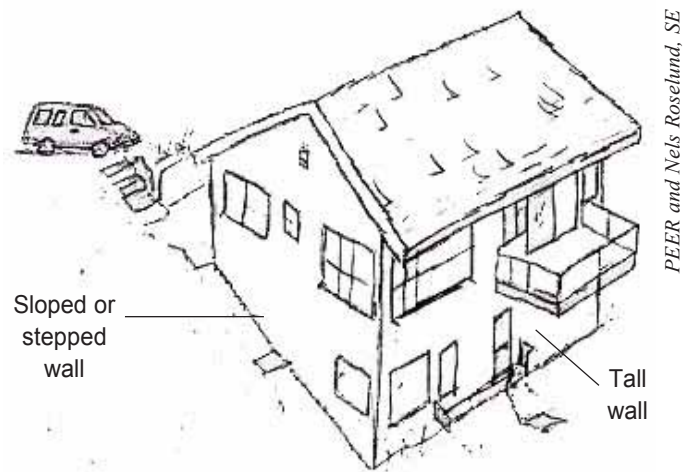
**Figure 23** - This photograph shows an interior detail of a home similar to the one above, showing substantial damage to a building with an unbraced tall wall.

HOW-TO

Strengthen Homes on Steep Hillside

The Solution

Consult a licensed architect or engineer, and a licensed contractor, to fix this problem.



**Figure 24** - Hillside homes with sloped and tall walls or posts require special engineering.

How-to Resources

- Detailed information can be found in the International Existing Building Code, published by the International Code Council.
- Voluntary Earthquake Hazard Reduction in Existing Hillside Buildings, City of Los Angeles Municipal Code, Chapter IX, Article 1, Division 94.

Comparison of Cost: Preventing vs. Repairing Earthquake Damage	
Project Cost	Cost to Repair after an Earthquake
\$1,000 to \$50,000	\$10,000 to total value of home (if completely destroyed).

## IDENTIFY WEAKNESSES

# Unreinforced Masonry Walls

## The Problem

Houses built of unreinforced masonry – bricks, hollow clay tiles, stone, concrete blocks, or adobe – are very likely to be damaged during earthquakes.

The mortar holding the masonry together is generally not strong enough to resist earthquake forces.

Anchorage of walls to the floor and the roof is critical.

These houses are weak (brittle) and can break apart.

Walls may fall away or buckle, resulting in damage.

## How to Identify

- ✓ Can bricks or stone be seen from the outside (unless the walls are covered with stucco)?
- ✓ Do the brick walls have “header courses” of bricks turned endways every five or six rows? (See Figure 26)
- ✓ Was the house built before 1940?

If you cannot tell from the outside, turn off the power and take the cover plate off one of the electrical outlet boxes on an outside wall and look for brick or other masonry.

If the wall is concrete or concrete block, it is very difficult to find out if reinforcing steel was added during construction.

You will then need:

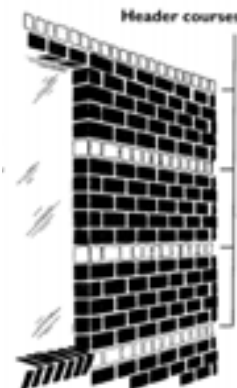
- The house’s plans, which may be on file with the Building Department, or



California Seismic Safety Commission

**Figure 25** - The plaster-covered brick walls of this building collapsed during a recent earthquake.

**Figure 26** - Header courses of bricks are usually placed endwise every six or so rows in unreinforced masonry walls to tie the outer layer of bricks to the layers inside the wall.



California Seismic Safety Commission

- To consult a licensed engineer to make the determination.

## Remember

- It is very expensive to shore up a house, remove damaged walls, and put in new walls.

HOW-TO

Strengthen Unreinforced Masonry Walls

The Solution

Consult a licensed architect or engineer to fix this problem.

One solution may involve:

- Tying the walls to the floor and roof
- Installing a steel frame and bolting the wall to it.



Jessica Tran

Figure 27 - Unreinforced masonry wall strengthened by installing a steel frame inside.



Jessica Tran

Figure 28 - Bolting of unreinforced masonry wall to steel frame on the inside.

How-to Resource

- Detailed information can be found in the [International Existing Building Code](#), published by the International Code Council.

Comparison of Cost: Preventing vs. Repairing Earthquake Damage	
Project Cost	Cost to Repair after an Earthquake
Project and Repair costs can vary widely.	

## IDENTIFY WEAKNESSES

# Rooms over Garages

## The Problem

The large opening of a garage door and the weight of a second-story room built over the garage can result in the walls being too weak to withstand earthquake shaking.

When the narrow sections of the wall on each side of the opening are not reinforced or braced, the weakness is worse.

## How to Identify

- ✓ Is the garage door opening in line with the rest of the house? (See Figure 30)
  - If this is the case, additional bracing **may not** be needed.
- ✓ Is the house shaped like Figure 31? If this is the case, are there braces or plywood panels around the garage door opening?
  - If there are no braces or plywood panels, strengthening may be needed.
- ✓ Consult a licensed architect or engineer to determine the strengthening required.

## Remember

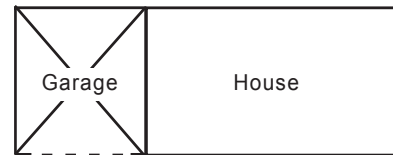
- Many homes with this weakness have been severely damaged in past earthquakes.



Office of Emergency Services

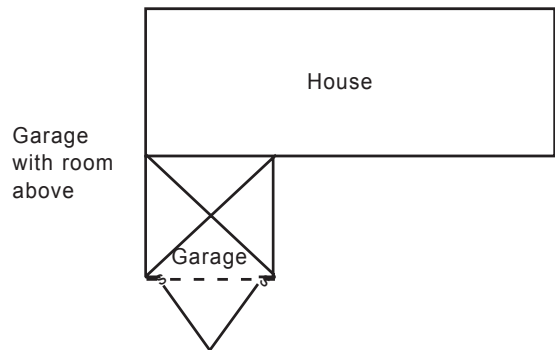
**Figure 29** - This mountain home was built over a garage, and its walls were not strong enough to withstand an earthquake.

HOUSE VIEWED FROM ABOVE



**Figure 30** - If the wall of the main house is in line with the wall containing the door of a garage with a room over it, the adjoining wall may help brace the garage.

HOUSE VIEWED FROM ABOVE



Wall may need bracing

**Figure 31—Additional bracing.** Home configuration where there is no in-line wall. Additional bracing may be appropriate in this situation.



HOW-TO

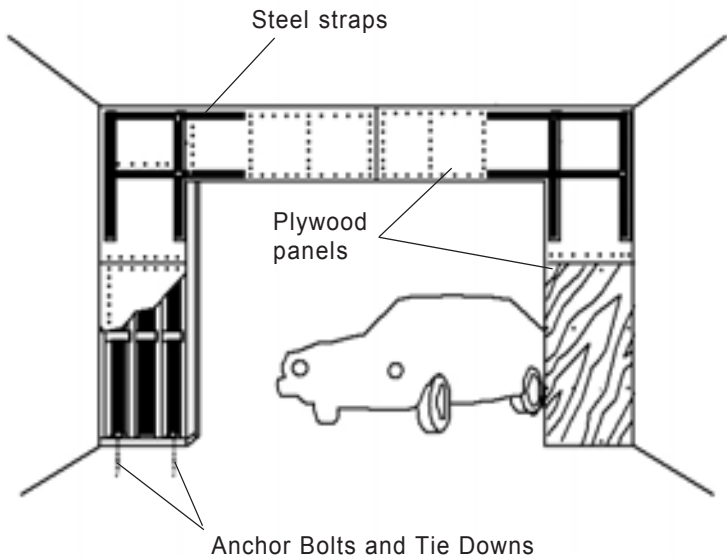
Strengthen Rooms over Garages

The Solution

Consult a licensed architect or engineer to design plywood paneling or a steel frame around the door opening (See Figure 32).

Have plans drawn.

Obtain a permit from your local Building Department.



**Figure 32—Bracing garage walls.** If your house has a room over the garage, the garage walls may not be strong enough to hold up during an earthquake unless they are braced with plywood panels and steel straps.

How-to Resource

- Detailed information can be found in the [International Existing Building Code](#), published by the International Code Council.

Comparison of Cost: Preventing vs. Repairing Earthquake Damage	
Project Cost	Cost to Repair after an Earthquake
\$5,000 to \$25,000	\$15,000 to total value of home (if completely destroyed).

# OTHER EARTHQUAKE-RELATED CONCERNS

## OTHER CONCERNS

### Unreinforced Masonry Chimneys

#### The Problem

Many chimneys are built of unreinforced brick or stone. During an earthquake these can collapse or break and fall on the roof.

When the chimney fails, the falling stones and bricks can:

- Cause injuries
- Damage the house
- Damage cars

Tall slender chimneys are most vulnerable.

#### How to Identify

- ✓ Check the mortar between the bricks or stones with a screwdriver. If it crumbles when you pick at it, the chimney may be a hazard.
- ✓ Inspect the attic and floor spaces for metal ties that should be holding the chimney to the house.
- ✓ Determining whether a chimney is susceptible to earthquake damage is not always easy. When in doubt, consult a licensed engineer or contractor.

#### Remember

- Do not locate patios, children's play areas, or parking spaces near a questionable chimney.
- Tell family members to get away from chimneys and fireplaces during earthquakes.



Office of Emergency Services

**Figure 33** - This unreinforced chimney fell during a recent earthquake.



Gina Selvaduray

**Figure 34** - Morgan Hill Earthquake. Broken chimney fell on roof.

OTHER CONCERNS

Strengthen Masonry Chimneys

The Solution

Tear down the old or damaged chimney and replace with a newly constructed chimney.

Several steps can be taken to reduce the risk of damage from falling chimneys, depending upon the type of chimney you have. They include:

- Add plywood panels at the roof or above the ceiling joists to prevent the brick or stone from falling into the house.
  - This can be done by layering plywood above the ceiling, in the house’s attic, or nailing plywood under the shingles when reroofing.
- Replace the upper chimney with metal flues.
- Strengthen the existing chimney.
  - This can be a complicated process, depending upon the construction and height of the existing chimney.

Consult your local Building Department and obtain necessary permits first.

How-to Resource

- [Reconstruction and Replacement of Earthquake Damaged Masonry Chimneys](#), City of Los Angeles, Department of Building & Safety, Information Bulletin #P/BC-2002-70.



**Figure 35** - Photo showing damaged chimney removed. Note that the fireplace is now not functional.

Comparison of Cost: Preventing vs. Repairing Earthquake Damage	
Project Cost	Cost to Repair after an Earthquake
\$2,000 to \$12,000	\$15,000 to total value of home (if completely destroyed).

**OTHER  
CONCERNS****Foundations****No Foundation**

- The Problem** Some older houses were built on wood beams laid directly on the ground, without foundations. These houses may shift during earthquakes, causing structural damage and breaking utility lines.
- How to Identify** Look under the house. If you see no concrete or masonry around the outside walls, the house may lack a foundation.
- What Can Be Done** You may need to add a foundation to make the house earthquake resistant. Just as when strengthening or replacing an unreinforced masonry foundation, you will require the advice of a licensed architect, engineer, or foundation contractor.

**Old Concrete Foundation**

- The Problem** Some older concrete foundations were made with sand or stone that interacted chemically over time, and the concrete eventually crumbles and becomes too soft to withstand earthquake forces.
- How to Identify** Inspect the foundation for large cracks in the concrete, concrete crumbling off the foundation, or concrete crumbling when you pick at it with a screwdriver.
- What Can Be Done** You may need to replace some or all of the foundation. You should consult a licensed foundation contractor or an engineer.

OTHER  
CONCERNS

Homes with Unique Designs

The Problem	The design and construction features of some homes make them vulnerable to earthquake damage, especially if these homes are not specifically designed and built to resist earthquakes. Homes at risk are those with irregular shapes, large windows (which can break in earthquakes and scatter shards of glass), more than two stories, irregular walls, or porches and overhangs.
How to Identify	Many homes with these features are strong enough to withstand earthquakes and it is difficult to tell whether such homes need strengthening. If you have doubts about one or more of these features in your home, or in a home you are planning to buy, you should consult a licensed architect or engineer for an assessment.
What Can Be Done	A professional can advise you on how to identify and fix earthquake weaknesses if necessary. For example, large windows can be made safer by applying plastic film on them.

# NATURAL GAS SAFETY

## The Problem

Natural gas piping and appliances can be damaged during earthquakes, causing gas leaks.

If ignited, this can result in fires which can burn part of, or, the entire house.

About one in four fires after an earthquake is related to natural gas leaks.

Gas leaks after an earthquake are more likely if:

- There are structural weaknesses
- Gas appliances are not anchored
- Flexible pipe connections are not used.

The primary concern is property loss from fire damage.

The potential for life loss is limited since most single family homes have several safe exits.

## How to Identify

- ✓ Examine all natural gas appliances (water heaters, dryers, stoves, ovens, furnaces) to see if they are anchored to the floor or walls, and have flexible pipe connections.

## Plan Ahead

Locate your gas meter outside your home.

Identify the exact location of the shutoff valve and make sure that you have access to it.

Make sure you have a wrench that is readily available to turn off the gas when needed.

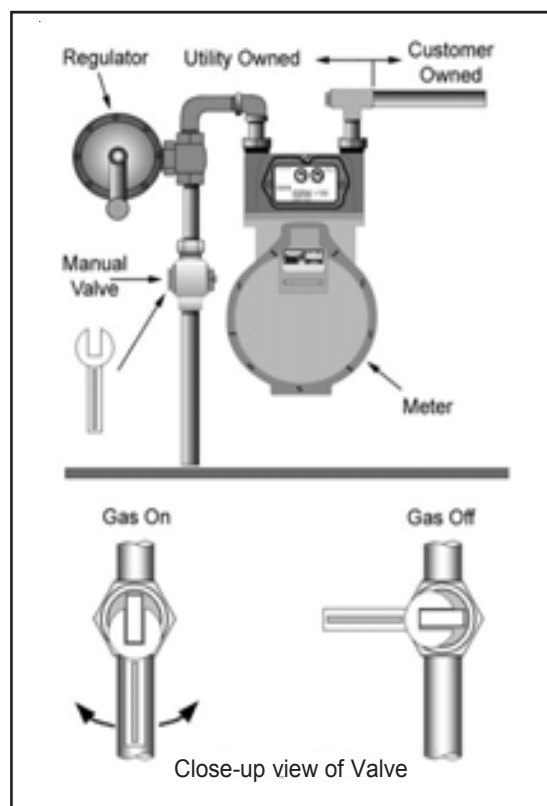


Figure 36—Manual Shutoff Valve Location



## Manual Gas Shutoff

- The most cost-effective way to manage the risk from natural gas is to know how and when to manually shut off the gas.
- Use the wrench to turn off the manual valve located at the gas meter (*See Figure 36, page 97*).
- Shut off your gas only if you:
  - Smell gas
  - Hear gas escaping
  - Suspect a broken gas pipe, appliance, vent, or flue.

## Remember

- Once the gas has been shutoff, service can be restored only by utility personnel or qualified plumbers.
- High demands for qualified personnel after an earthquake can lead to substantial delays in restoring natural gas service.

## Resources

- Seismic Gas Shut-Off Valve Requirements in Los Angeles, City of Los Angeles, Department of Building & Safety, Information Bulletin #P/PC 2002-001, April 30, 2003.
- Improving Natural Gas Safety in Earthquakes, California Seismic Safety Commission, Publication #CSSC-02-03, July 2002.
- Gas Shutoff Valve Certification Program, Division of the State Architect.

## Automatic Gas Shutoff Options

There are a variety of automatic gas shut-off valves available. These cost more than manual shutoff valves and may provide additional safety but may also have some disadvantages.

The types of valves available include:

- Earthquake shake-actuated valves
- Excess flow valves
- Methane detectors
- Hybrid systems
- Others.

These can be installed on the “customer owned” side of the gas meter.

Consult your local Building Department because:

- Some installations will require building permits.
- Some local jurisdictions have adopted ordinances requiring automatic gas shutoff devices at the time of sale or during significant renovations.

# GETTING THE WORK DONE

## PLANS, PERMITS, AND CONTRACTORS

- Decide which strengthening project or projects you are going to do.
- Get the necessary building permits first.
  - If you are “doing-it-yourself,” you still need the proper permits.
  - For more complex projects, have a licensed architect or engineer draw up the necessary plans and specifications.
    - ✓ Interview two or three architects or engineers.
    - ✓ Ask for references or former clients.
    - ✓ Talk to references or former clients.
    - ✓ Compare experience, ideas, and fees.
  - Submit the plans for approval to your local building department.
  - Remember: the building codes are designed for your safety.

There are many publications that describe strengthening projects in detail.

Visit the California Seismic Safety Commission’s website at [www.seismic.ca.gov](http://www.seismic.ca.gov), which provides many useful links.

- Get the documents that relate to your project and read them.
  - This will help you to better understand what the architect or engineer is doing, and also what the contractor is doing.
- The International Existing Building Code Appendix Chapter 3 contains the best current guidelines. Ask your local Building Department to review a copy.

- Select your licensed contractor.
  - First make sure the contractor is properly licensed.
  - Interview at least two or three contractors.
  - Ask your licensed architect or engineer for recommendations.
  - Ask for references or former clients.
  - Talk to references or former clients.
  - Compare experience, fees, and terms of contract.
  - Get at least three written bids for the construction work.
  - The lowest bid may not be the best bid.
- Keep all plans, permits, and other records of your strengthening project.
  - Provide future buyers of your home with these.

If your home has been designated as “historical,” you also may need to comply with the *California Historical Building Code*.

- Contact your local Building Department for further help with this.

### REMEMBER

Whether you do it yourself, or hire a contractor, ***you need permits*** from your local Building Department.

It costs far less to correct earthquake weaknesses before an earthquake than to repair the damage after an earthquake.

If your home is damaged in an earthquake, you will probably also have other costs such as lodging, medical, etc.

## DON'T HESITATE - MITIGATE!



## AFTER A DISASTER – *HIRE A LICENSED CONTRACTOR!*

The contents of this section have been adapted from “After a Disaster, Don’t Get Scammed” by the Contractors State License Board.

### ***After a Disaster...***

#### **DO NOT:**

- Rush into repairs, no matter how badly they are needed.
- Hire the first contractor who comes along.
- Accept verbal promises.

#### **DO:**

- Get proof that the person you are dealing with is a California licensed contractor appropriate for the work to be done.
- Get the contractor’s license number and verify that it is current and valid.
- Get a written contract that contains all the details of the job to be performed.
- Get at least three bids.
- Check references of other work the contractor has done, if possible, in your area.
- Develop a payment schedule with the contractor.
- Consider a completion bond on large projects.

*Contractors must be licensed for any job which costs \$500 or more, including materials and labor.*

### ***Avoid Payment Pitfalls***

- By law, a down payment on a home improvement contract cannot exceed:
  - 10% of the contract price, or
  - \$1000
 whichever is less!
- Withhold at least 10% of the total contract price until the project is complete
- Do not make final payment until:
  - The building department has signed off on it,
  - You are satisfied with the job, and
  - You take a final walk-through to make sure work is complete and done correctly.

#### **Useful publications from the Contractor’s State License Board ([www.cslb.ca.gov](http://www.cslb.ca.gov)):**

- **What You Should Know Before You Hire a Contractor** - *Provides information about hiring and working with contractors.*
- **Home Improvement Contracts: Putting the Pieces Together** - *Provides answers about the legal requirements of home improvement contractors.*

# GEOLOGIC HAZARDS

Sellers of real estate in California are required to disclose to buyers certain information regarding natural hazards that can affect the property being sold. In addition to flood and fire hazard information, disclosure of seismic hazards is also required.

Earthquakes are common in California because of the many earthquake faults located throughout the state.

This section:

- Describes briefly the basic geology-related hazards, and
- Introduces the government mapping programs that define which areas are susceptible to those hazards.

## **Ground Shaking:**

- Ground shaking causes 99% of the earthquake damage to California homes.
- Areas near large active faults are more likely to be shaken severely than areas in the rest of the state.

## **Landslide:**

- Earthquakes can also trigger landslides.
- Earthquake shaking can cause the soil and rock to slide off a slope, ripping apart homes on the slope and/or crushing homes downhill (See Figure 37).

## **Fault Rupture:**

- An actual crack forms and the ground is offset along the two sides of a fault during an earthquake (See Figure 38).
- A house built over an active fault can be torn apart if the ground ruptures beneath it.
- If the house is built over a “creeping” fault – one that moves slowly with no earthquakes or a series of very small earthquakes – the damage may not be noticed for some time.



*Patrica Grossi and Augustin Rodriguez, EERI*

**Figure 37 - Landslide.** San Simeon Earthquake, December 22, 2003 Landslides on San Gregorio Road in Atascadero, California, only a short distance away from where the homes with the most damage were located.



*Robert A. Eppelt, OES, CA*

**Figure 38 - Fault Rupture.** Landers Earthquake of June 28, 1992, produced a surface rupture of over 50 miles along faults in the Mojave Desert.

**Lateral Spreading:**

- Intense shaking during an earthquake can cause the soil to break into blocks which move apart from each other. This can cause damage to the foundation of a house (See *Figure 39*).

**Liquefaction:**

- During earthquakes, loose, wet sandy soil can become almost like quicksand, and lose its ability to support structures. This can cause the foundation of a house to sink, break, or tilt (See *Figure 40*).

**Tsunami:**

- A tsunami is a series of large sea waves caused by an underwater earthquake or landslide.
- Coastal areas are prone to tsunami damage.
- Tsunami waves can come from a great distance and can cause flooding or wash away houses in low-lying areas along the shore.

**Dam Failure:**

- Earthquake damage to a dam can cause sudden and devastating flooding of houses downstream.
- During the 1971 San Fernando Earthquake, the Lower San Fernando Dam above the San Fernando Valley was damaged. Had it failed, it would have flooded the homes below, causing many deaths and injuries. (See *Figure 41*). Risk of an aftershock forced residents in an 11-square mile area to evacuate for the next 3 days.
- California has some of the world's best standards for building and inspecting dams.

**Recommendation:**

If you live in a low-lying coastal area or a dam inundation zone, become familiar with evacuation routes to higher ground and be prepared to evacuate such areas immediately after an earthquake.



NISEE Clearinghouse Project

**Figure 39 - Lateral Spreading.** Loma Prieta Earthquake, October 17, 1989. Lateral spreading damage levee road along the San Lorenzo River.



Walt Hayes

**Figure 40 - Loma Prieta Earthquake, October 17, 1989.** Lateral spreading, liquefaction and sand boils caused extensive damage in the Marina District of San Francisco, about 60 miles away from the epicenter.



Robert A. Page, David M. Boore and Robert F. Yerkes, USGS

**Figure 41 - Lower San Fernando Dam** that was badly damaged by the 1971 San Fernando Earthquake.



# Earthquake Hazard Mapping

Enormous progress has been made in understanding how, why, and where earthquakes occur. This has led to the creation of maps that highlight areas having the highest likelihood of damaging earthquakes.

Five mapping programs have been developed to help Californians lead safer lives in earthquake country.

## ***National Seismic Zones***

The U.S. is divided into four major zones, each having a different likelihood of strong ground shaking. The earthquake hazard potential for the U.S., determined through a national program, has been generalized into four seismic zones, numbered Zone 1 through Zone 4. Zone 1 has the lowest earthquake danger and Zone 4 has the highest earthquake danger. **Most of the densely populated parts of California are in Zone 4.** (See Figure 7, page 72)

The National Seismic Zone map is published by the International Code Council (ICC) in the California Building Code.

## ***Earthquake Fault Zone Maps***

These maps are also known as the *Alquist-Priolo Earthquake Fault Zone Maps*, named after the California legislators who initiated the legislation that mandated these maps. The maps show active earthquake faults prone to surface ruptures and identify a 1,000 ft. wide zone with the fault line at the center.

## ***Seismic Hazard Zone Maps***

These maps show areas where landslides and liquefaction are most likely to occur during earthquakes.

## ***Tsunami Inundation and Evacuation Route Maps***

Maps for the Pacific Coast show areas where low-lying regions are exposed to tsunami inundation. These maps are in various stages of preparation and availability.

## ***Dam Inundation Maps***

These maps show the areas below major dams that may be flooded in the event of their failure.

## ***How are these Maps Used?***

The zones defined by the maps are at greatest potential risk when a major earthquake occurs. This is particularly the case when the earthquake occurs during or shortly after a heavy rainfall, which increases the likelihood of liquefaction and landslides.

California law requires that the information from the Earthquake Fault Zone and Seismic Hazard Zone maps be incorporated into local general plans, and any land-use planning or permitting ordinances. Cities and counties must establish regulations governing development within these zones.

Special geotechnical studies are required before buildings can be built in Earthquake Fault Zones or Seismic Hazard Zones.

Your local building or planning department can show you the National Seismic Zone Map as well as the other maps if they are available for your community.

These maps, if they are available, may be accessed through [www.seismic.ca.gov/hog](http://www.seismic.ca.gov/hog).

***The Seller of real estate within a hazard zone must disclose that the property lies within such a zone at the time of sale.***



# WHAT TO DO *DURING* AN EARTHQUAKE

**DROP!**



**COVER!**



**HOLD ON!**



1. IF YOU ARE **INDOORS**—**STAY THERE!** “**DROP, COVER AND HOLD ON.**” Get under a sturdy desk or table and hang on to it, or move into a hallway or get against an inside wall. Stay clear of windows, fireplaces, and heavy furniture or appliances. Get out of the kitchen, which is a dangerous place in earthquakes since it’s full of things that can fall on you. Don’t run downstairs or rush outside while the building is shaking or while there is danger of falling and hurting yourself or being hit by falling glass or debris.
2. IF YOU ARE **OUTSIDE**—**GET INTO THE OPEN**, away from buildings, power lines, chimneys, and anything else that might fall on you.
3. IF YOU ARE **DRIVING**—**STOP**, but carefully. Move your car as far out of traffic as possible. Do not stop on or under a bridge or overpass or under trees, light posts, power lines, or signs. Stay inside your car until the shaking stops. When you resume driving, watch for breaks in the pavement, fallen rocks, and bumps in the road.
4. IF YOU ARE ON OR NEAR A **STEEP HILLSIDE**—**WATCH OUT FOR LANDSLIDES**, falling rock, trees, and other debris that could be loosened by earthquakes.

## If You Feel a Strong Earthquake or Receive a Tsunami Warning When You are on the Coast

1. **DROP, COVER AND HOLD ON.** Watch for falling objects until the earthquake is over.
2. **MOVE TO HIGHER GROUND** or inland away from the coast immediately. A tsunami may be coming. Go on foot if possible. The first waves may reach the coast within minutes after the ground shaking stops. The first wave is almost never the largest. Later waves may be spaced tens of minutes apart and can continue arriving for many hours.
3. **THERE MAY BE NO TIME FOR AUTHORITIES TO ISSUE A WARNING.** If you do not hear an evacuation announcement but notice a sudden drop or rise in water level or hear a loud noise coming from the water, nature may be warning you of impending danger.
4. **STAY AWAY FROM THE COAST.** Do not return to the shore after the first wave. Waves may continue to arrive for hours.
5. **LISTEN TO A RADIO FOR AN “ALL CLEAR”** before returning to the shore.

# WHAT TO DO *BEFORE* AN EARTHQUAKE

*The information contained in this section does not represent weaknesses in the earthquake resistance of homes. It is valuable information to keep in mind to reduce risks to yourself, your family, and your home. These lists are only highlights of the actions you should take.*

---

## Gather Emergency Supplies

### ***Be sure you have these basic supplies on hand:***

- ☐ Fire extinguisher
- ☐ Adequate supplies of medications that you or family members are taking
- ☐ Crescent and pipe wrenches to turn off gas and water supplies
- ☐ First-aid kit and handbook
- ☐ Flashlights with extra bulbs and fresh batteries
- ☐ Portable battery-powered radio or television and extra fresh batteries
- ☐ Water for each family member for at least three days (allow at least one gallon per person per day) and purification tablets or chlorine bleach to purify drinking water from other sources
- ☐ Canned and packaged foods, enough for three days, and at least an additional four-day supply readily accessible for use if you are confined to home. Don't forget a mechanical can opener and extra pet food!
- ☐ Camp stove or barbecue to cook on outdoors (store fuel out of the reach of children)
- ☐ Waterproof, heavy-duty plastic bags for waste disposal
- ☐ Copies of personal identification, such as driver's licenses, passports, and work identification badges, and copies of medical prescriptions and credit cards
- ☐ An extra set of car keys and house keys
- ☐ Matches in waterproof container
- ☐ Map of the area marked with places you could go and their telephone numbers
- ☐ Cash and coins
- ☐ Special items, such as denture needs, contact lenses and supplies, extra eyeglasses, and hearing aid batteries
- ☐ Items for seniors, disabled persons, or anyone with serious allergies
- ☐ Items for infants, such as formula, diapers, bottles, pacifiers, powdered milk, and medications not requiring refrigeration

## Plan Ahead



1. Create a family disaster plan; practice and maintain the plan.
2. Make and complete a checklist.
3. Plan home escape routes.
4. Conduct fire and emergency evacuation drills at least twice a year and include your pets in your evacuation and sheltering drills.
5. Test your smoke alarms once a month (daylight savings time or birthdays) and replace batteries at least once a year in battery-powered smoke alarms.
6. Make sure each member of your family knows what to do no matter where they are when earthquakes occur.
  - Establish two meeting places where you can all reunite afterward: one right outside your home, in case of a sudden emergency, and one outside your neighborhood in case you cannot return home or are asked to leave your neighborhood.
  - Find out about the earthquake plan developed by your children's school or day care.
  - Remember that since transportation may be disrupted, you may have to stay at your workplace for a day or two following a major earthquake. Keep some emergency supplies—food, liquids, and comfortable shoes, for example—at work.
  - Pick two out-of-town contacts:
    - A friend or relative who will be your household's **primary** contact,
    - A friend or relative who will be your household's **alternative** contact.
7. Know where your gas, electric, and water main shutoffs are and how to turn them off if there is a leak or electrical short; if in doubt, ask your utility companies. Make sure that all the older members of your family can shut off the utilities.
8. Locate your nearest fire and police stations and emergency medical facility. Remember that telephones may not work after an earthquake. If you can, use your land line rather than your cell phone to call 911, but only if you need emergency help.
9. Talk to your neighbors—how could they help you, or you help them, after an earthquake?
10. Take a Red Cross first aid and cardiopulmonary resuscitation (CPR) training course.
11. Make arrangements with friends or relatives to temporarily house **your pets** after disasters because emergency shelters will not accept pets.
12. If your home is located near a steep hillside, in an area near the shore of a body of water or below a dam, check with your local building or planning department to see if you are in a landslide, tsunami or dam inundation zone. Plan for how, when, and where your family should evacuate.

# WHAT TO DO *AFTER* AN EARTHQUAKE

*Wear sturdy shoes to avoid injury from broken glass and debris.*

*Expect aftershocks.*

---

## Check for Injuries

1. If a person is bleeding, put direct pressure on the wound. Use clean gauze or cloth, if available.
2. If a person is not breathing, administer rescue breathing. The front pages of many telephone books contain instructions on how to do it along with detailed instructions on other first-aid measures.
3. Do not attempt to move seriously injured persons unless they are in immediate danger of further injury.
4. Cover injured persons with blankets to keep them warm.
5. Seek medical help for serious injuries.

## Check for Hazards

1. *Fire or fire hazards.* Put out fires in your home or neighborhood immediately. Call for help, but don't wait for the fire department.
2. *Gas leaks.* Shut off the main gas valve only if you suspect a leak because of broken pipes or the odor of natural gas. Don't turn it back on yourself—wait for the gas company to check for leaks.
3. *Damaged electrical wiring.* Shut off power at the control box if there is any damage to your house wiring.
4. *Downed or damaged utility lines.* Do not touch downed power lines or any objects in contact with them.
5. *Spills.* Clean up any spilled medicines, drugs, or other potentially harmful materials such as bleach, lye, and gasoline or other hazardous materials.
6. *Downed or damaged chimneys.* Approach chimneys with caution. They may be weakened and could topple during aftershocks. Don't use a fireplace with a damaged chimney—it could start a fire or let poisonous gases into your house.
7. *Fallen items.* Beware of items tumbling off shelves when you open the doors of closets and cupboards.

## Check Your Food and Water Supplies

Note: The information in these sections is reproduced in whole or in part with the permission of the copyright owner, SBC. The Survival Guide is available in the White Pages of SBC Directories © SBC 2004. This information was provided by medical and emergency service authorities and published as a public service. While every reasonable effort was made to ensure its accuracy, SBC is not responsible and assumes no liability for any action undertaken by any person in utilizing such information. Any person relying upon such information does so at his or her own risk.

1. If power is off, plan meals to use up foods that will spoil quickly, or frozen foods. If you keep the door closed, food in your freezer should be good for at least a couple of days.
2. Don't light your kitchen stove if you suspect a gas leak.
3. Use barbecues or camp stoves, outdoors only, for emergency cooking.
4. If your water is off, you can drink supplies from water heaters, melted ice cubes, or canned vegetables. Try to avoid drinking water from swimming pools or, especially, spas—it may have too many chemicals in it to be safe.

### Do Not . . .

- **Do not** eat or drink anything from open containers near shattered glass.
- **Do not** turn the gas on again if you turned it off; let the gas company do it.
- **Do not** use matches, lighters, camp stoves or barbecues, electrical equipment—including telephones—or appliances until you are sure there are no gas leaks. They may create sparks that could ignite leaking gas and cause an explosion and fire.
- **Do not** use your telephone, except for a medical or fire emergency. You could tie up lines needed for emergency response.  
If you need help and the phone doesn't work, send someone for help.
- **Do not** expect firefighters, police, or paramedics to help you right away. They may not be available.

# RESOURCE ORGANIZATIONS

*Some of the organizations listed below have information to help you strengthen your home against earthquakes and help you and your family prepare a personal earthquake response plan. Other resources that can help you may be available in your community; check your local telephone directory.*

## Home Safety Information

### Office of Emergency Services

#### Main Office

Information and Public Affairs

P.O. Box 419047

Rancho Cordova, CA 95741-9047

Telephone: (916) 845-8400

<http://www.oes.ca.gov>

#### Regional Offices:

##### Coastal Region

1300 Clay Street, Suite 408

Oakland, CA 94612

Telephone: (510) 286-0895

##### Inland Region

P.O. Box 419047

Rancho Cordova, CA 95741-9047

Telephone: (916) 845-8470

##### Inland Region South

2550 Mariposa Mall, Room 181

Fresno, CA 93721

Telephone: (559) 445-5672

##### Southern Region

4671 Liberty Avenue

Los Alamitos, CA 90720

Telephone: (562) 795-2900

### California Seismic Safety Commission

1755 Creekside Oaks Drive, Ste. 100

Sacramento, CA 95833

Telephone: (916) 263-5506

[www.seismic.ca.gov](http://www.seismic.ca.gov)

### California Earthquake Authority

801 K Street, Suite 1000

Sacramento, CA 95814

Telephone: (877) 797-4300

<http://www.earthquakeauthority.com>

## Structural Safety Information

### American Institute of Architects

Local chapters have referral lists of licensed architects; consult telephone directory listing for "American Institute of Architects."

<http://www.aia.org>

### Structural Engineers Association of California

1730 I Street, Suite 240,

Sacramento, CA 95814-3017

Telephone: (916) 447-1198

<http://www.seaoc.org>

Local chapter organizations have referral list for licensed structural engineers as follows:

San Diego - <http://www.seaosd.org>

Southern California - <http://www.seaossc.org>

Northern California - <http://www.seaonc.org>

Central California - <http://www.seaocc.org>

### American Society of Home Inspectors

932 Lee Street, Suite 101

Des Plaines, IL 60016

Telephone: (800) 743-2744

<http://www.ashi.com>

Referral list of licensed inspectors.

### Building Education Center

812 Page Street

Berkeley, CA 94710

Telephone: (510) 525-7610

<http://www.bldgeductr.org>



### **California Real Estate Inspection Association**

1445 N. Sunrise Way, Suite 101  
Palm Springs, CA 92262  
Telephone: (800) 848-7342 (information)  
<http://www.creia.org/>  
Call for pamphlet describing house inspection services offered by members and referrals to qualified members.

### **Consulting Engineers and Land Surveyors of California**

1303 J Street, Suite 450  
Sacramento, CA 95814  
Telephone: (916) 441-7991  
<http://www.celsoc.org/>  
A referral list for licensed engineers is available.

### **International Code Council**

5360 Workman Mill Road  
Whittier, CA 90601-2298  
Telephone: (800) 284-4406  
<http://www.iccsafe.org>

## **Geologic Information**

### **Association of Bay Area Governments**

P.O. Box 2050  
Oakland, CA 94604  
Telephone: (510) 464-7900  
<http://www.abag.ca.gov>  
A consortium of local governments in the San Francisco Bay Area, offering a variety of information, including lists of local resources.

### **California Geological Survey**

California Department of Conservation  
801 K Street, MS 12-30  
Sacramento, CA 95814  
Telephone: (916) 445-1825  
<http://www.consrv.ca.gov/cgs>  
The CGS is the state agency responsible for geological research, mapping, and policy. It provides maps and other information to the general public.

### **Southern California Earthquake Center**

University of Southern California  
3651 Toursdale Parkway, Suite 169  
Los Angeles, CA 90089-0742  
Telephone: (213) 740-5843  
<http://www.scec.org>

### **United States Geological Survey**

Earth Science Information Center  
345 Middlefield Road  
Menlo Park, CA 94025  
Telephone: (650) 853-8300  
<http://www.usgs.gov>  
This is the federal agency responsible for geological and earthquake hazard research, mapping, and policy. It provides maps and other information to the general public.

### **Cities and Counties**

Consult your telephone directory under city or county government listings for the office of emergency services or disaster management, city or county building and planning department, and city or county government geologist.

## **Emergency Planning Information**

### **Federal Emergency Management Agency**

Region IX  
1111 Broadway, Suite 1200  
Oakland, CA 94607  
Telephone: (510) 627-7100  
<http://www.fema.gov>  
FEMA offers a publications lists and referrals to preparedness organizations. FEMA also provides information on Federal Disaster Aid Programs that become available after Federal disasters.

### **American Red Cross**

Consult your telephone directory for the address and phone number of your local chapter.  
<http://www.redcross.org>

BOE-64 (FRONT) REV. 4 (8-02)

**CLAIM FOR SEISMIC SAFETY CONSTRUCTION  
EXCLUSION FROM ASSESSMENT**

(Section 74.5 of the Revenue and Taxation Code)

*This form must be filed with the Assessor prior to, or within 30 days of, completion of construction.***SAMPLE FORM**  
for Santa Clara County**FOR ASSESSOR'S USE ONLY**☐ Received \_\_\_\_\_  
☐ Approved \_\_\_\_\_  
☐ Denied \_\_\_\_\_  
Reason for denial \_\_\_\_\_**PROPERTY DESCRIPTION**

Parcel No.(s) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_**STATEMENTS**

1. As the owner of the property described above, I completed, or will complete, construction on this property on \_\_\_\_\_, and therefore claim the construction exclusion from assessment provided by section 74.5 of the California Revenue and Taxation Code.
2. I understand this exclusion from assessment is applicable only to seismic retrofitting improvements and improvements utilizing earthquake hazard mitigation technologies, to an existing building or structure and is not applicable to alterations, such as new plumbing, electrical, or other added finishing materials, made in addition to seismic-related work performed on an existing structure.
3. I further understand this exclusion from assessment does not encompass the exclusion provided by Revenue and Taxation Code section 70(d) pertaining to the portion of reconstruction or improvement to a structure, constructed of unreinforced masonry bearing wall construction, necessary to comply with any local ordinance relating to seismic safety during the first 15 years following that reconstruction or improvement.
4. The property owner, primary contractor, civil engineer, or architect ☐ has ☐ has not certified to the building department those portions of the project that are seismic retrofitting improvements or improvements utilizing earthquake hazard mitigation technologies.

**THIS EXCLUSION EXPIRES UPON CHANGE IN OWNERSHIP OF THE PROPERTY****CERTIFICATION***I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief.*

SIGNATURE \_\_\_\_\_



DATE \_\_\_\_\_

DAYTIME PHONE NO. \_\_\_\_\_

( ) \_\_\_\_\_

Only the owner or a co-owner of the above-described property (including a purchaser under contract of sale) or his or her legal representative may sign.

If you are buying this property under an unrecorded contract of sale and the Assessor does not have a copy of the contract, you must attach a copy to the claim.

**SUPPORTING DOCUMENTS MUST BE FILED WITHIN SIX MONTHS OF COMPLETION OF THE PROJECT.**



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (C.A.R. Form WHSD, Revised 11/10)

Property Address: **8207 East Road, Redwood Valley, CA 95470**

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.
2. **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.
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. **CERTIFICATION:** 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	<u>Redwood Valley, CA, Congregation of Jehovah's Witnesses, Inc.</u>	Date
	(Signature) (Print Name)	
Seller		Date
	(Signature) (Print Name)	

The undersigned hereby acknowledge(s) receipt of a copy of this document.

County of Mendocino

Buyer		Date
	(Signature) (Print Name)	
Buyer	By: Carmel J. Angelo, CEO / County Purchasing Agent	7/15/2019
	(Signature) (Print Name)	

### 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).

Seller	<u>Redwood Valley, CA, Congregation of Jehovah's Witnesses, Inc.</u>	Date
	(Signature) (Print Name)	
Seller		Date
	(Signature) (Print Name)	

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement of Compliance.

County of Mendocino

Buyer		Date
	(Signature) (Print Name)	
Buyer	By: Carmel J. Angelo, CEO / County Purchasing Agent	7/15/2019
	(Signature) (Print Name)	

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WHSD REVISED 11/10 (PAGE 1 OF 1)

**WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (WHSD PAGE 1 OF 1)**



North Bay Association of REALTORS®  
**MENDOCINO COUNTY DISCLOSURES AND DISCLAIMERS ADVISORY**

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**USE OF FORM:** This form is intended for use only in Mendocino County, and only with the current California Association of REALTORS® form “Statewide Buyer and Seller Advisory” (SBSA). Please read it carefully, whether in electronic or hard copy form, along with all other local advisories and local disclosures, agent and broker disclosures, and all Seller disclosures relating to the Property.

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## 1. INTRODUCTION

This Advisory provides general information about selling and buying real property in Mendocino County and is effective as of December, 2018. It is not intended to be a comprehensive guide to buying real estate nor is it designed to alarm Buyers and Sellers. It does not limit any legal duty of real estate brokers; however it does point out some limitations on real estate brokers' duties. This Advisory points out that when purchasing something as important and valuable as real estate, Buyers have a legal responsibility to protect themselves by taking special precautions to investigate the issues detailed in this Advisory and any other issues which impact the use, value or desirability of the Property. Consult with the appropriate experts and/or governmental agencies. Do not just rely on real estate brokers or Sellers as sources for all information. When Buyers have questions, doubts or concerns, they should conduct their own Investigation with their own chosen professionals. For more information about Mendocino County, Buyers can go online at: <http://www.mendocinocounty.org/>

The information in this Advisory may change over time and/or new issues may develop due to actions taken at the federal, state, county, city and/or private, local level. Some of the issues that are covered in this Advisory are point of sale or retrofit requirements that may also get triggered by remodeling efforts or efficiency requirements. Sellers and Buyers should investigate the applicability of these requirements to the past, present and future sale, purchase, ownership and/or development of the Property.

- Sellers must understand the importance and significance of their disclosure obligations. Sellers need to take the time to carefully and fully complete all aspects of the disclosure documents. Sellers must disclose anything that is known to the Sellers that materially affects the value or desirability of the Property. Sellers who need help in completing their disclosure obligations should consult with their own attorney; Brokers cannot determine the legal sufficiency of any disclosure.
- Whether documents are signed electronically or in hard copy, Sellers and Buyers should read this Advisory in conjunction with a careful review of all disclosures required by Sellers and by the real estate Brokers involved in the transaction including, without limitation, the Transfer Disclosure Statement and the Supplemental Property Questionnaire, if provided by Seller.
- Buyers are responsible for conducting their own investigations into the issues discussed in this Advisory as well as those issues that are not referenced below to the extent that those additional issues may affect the Buyers' determination of the use, value, desirability or development of the Property. That investigation should take place prior to the Buyer's removal or waiver of any inspection contingency. Buyers are urged to:
  - Carefully read the information contained in any advisories, disclosures, inspections, and/or reports that Buyers receive from any source.
  - Conduct additional/further investigations and inspections regarding any issues that concern Buyers which are raised in those advisories, disclosures, inspections, and/or reports received by Buyers from any source.
  - Thoroughly and thoughtfully inspect and evaluate the Property and, in so doing, meet Buyers' obligation to protect themselves, including those facts which are known to or within the diligent attention and observation of the Buyers.
- Buyers need to inquire into other or additional matters (beyond those contained in this Advisory) to the extent that those additional issues affect the Buyers' determination of the use, value, desirability or development of the Property.
- Buyers must bear in mind that a Property may suffer defects and deficiencies of which neither Sellers nor Brokers are aware. Buyers should also recognize that not all issues can be objectively determined and some issues can have varying impacts on different people since some people may be more sensitive than others.
- Buyers are urged to engage licensed professionals to evaluate all aspects of the Property and to consult all appropriate governmental agencies. Buyers' right to conduct certain types of investigations may be limited by the Purchase Agreement.
- Any representations about the issues in this Advisory made by third parties have not been verified by Brokers and need to be independently confirmed by Buyers.



- Although licensed to list, sell and lease real estate, Brokers may not have expertise on the issues in this Advisory.

This Advisory is not meant to be a complete source of information on all matters which can become issues in real property purchase and sale contracts. Given Buyers' legal duty to exercise reasonable care to protect themselves regarding facts that are known to them or within their diligent attention or observation, Buyers are urged to investigate, without limitation, the items in the following paragraphs of this Advisory as well as the condition of the foundation, roof, plumbing, heating air conditioning, electrical, mechanical, energy efficiency, security, appliances/personal property, pool/spa, and all other systems and components.

The real estate licensees involved in the transaction do not warrant or guarantee the accuracy of the information contained in this Advisory or the adequacy of the information contained herein as it relates to a specific real property transaction.

## **2. MARKET CONDITIONS ADVISORY**

Real estate markets are cyclical. It is impossible to predict what market conditions will be at any given time. The ultimate decision of how much to offer on any property rests with Buyers. Buyers need to decide what they are willing to pay in light of market conditions and their own financial resources. Buyers must also decide what type of offer to make in recognition of existing market conditions. Purchase price is not a simple calculation based upon square footage but an agreement as to what Buyers will pay and what Sellers will accept.

Real estate brokers traditionally recommend that Buyers protect themselves by conditioning their purchase on an inspection of the Property so that the Buyers can be assured that the Property meets their needs. In some markets, many Buyers are choosing to forego that sage advice so that their offer is more attractive to Sellers. If, after making an offer without a property condition contingency, Buyers become aware of an aspect of the condition of the Property that affects its value or desirability, Buyers may still be required to proceed to purchase the Property or possibly pay damages to the Seller, which may be the deposit in escrow. If this is a condition that must subsequently be repaired, Buyers may have no legal recourse against any of the parties in the transaction after escrow closes, including the Seller, the brokers or the inspectors, and then the Buyers may have to pay to correct those problems.

Waiving the right to have a contingency regarding the property condition does not necessarily waive the Buyers' right to access the Property, even if the Property is being sold "AS IS". Regardless of whether there is a property condition contingency, Broker recommends that prospective Buyers have the Property thoroughly inspected by their own experts prior to the close of escrow.

The lender's approval of financing includes the lender's determination that (1) Buyers are creditworthy and can afford to make the mortgage payments and (2) that the Property appraises for at least the principal amount of the loan. Even if Buyers have obtained a pre-qualification or pre-approval letter from a lender, the lender may not ultimately approve the loan if the lender's appraiser determines that the Property's fair market value is less than the amount of the purchase price or if the Buyers' financial/employment situation has changed. If there is no financing contingency and the Property does not "appraise", Buyers may not be able to afford to make up the difference between the loan amount applied for and the loan amount actually offered by the lender. Under those circumstances, Buyers may not be able to perform on Buyers' contractual obligations. This could then result in the Buyers paying damages to the Seller. It is a serious risk for Buyers to eliminate from the Purchase Agreement their right to have a financing and/or contingency if they intend to secure a loan.

## **3. GENERAL PROPERTY ADVISORIES**

- 3.1. **EXISTING HOUSING STOCK:** Many properties have been built under different building codes and may not accommodate current or future personal property items such as electric cars. Regardless of its age, Buyers should have the Property inspected by a competent property inspector and obtain additional inspections recommended in any inspection report, or as may be necessary for Buyers to determine the actual condition of the Property. The Property's components, appliances, fixtures, systems and materials may have varying degrees of remaining useful life and may be subject to failure without notice. In addition, not all components, improvements or fixtures of the Property may comply with current code, zoning, health and safety, setback requirements, religious or cultural preferences. Some homes contain appliances, products or manufactured materials, such as Chinese dry wall, which may be defective, create problems with the use or value of other aspects of the home and/or may be subject to manufacturer or governmental recall and/or a class action lawsuit. All homes include many components which require ongoing maintenance. Deferred maintenance will decrease the life span and/or functionality of many of these components. Buyers should seek reliable advice from appropriate professionals and to plan/budget for maintenance and future repairs.
- 3.2. **FLOORS AND WALLS:** The personal property of the Seller may make a visual inspection of floors and walls difficult. The existence of certain types of floor coverings, such as carpeting and rugs, as well as certain types of wall coverings, such as wallpaper and paneling, and furniture prevent inspectors and brokers from inspecting the condition of the floors and walls beneath those materials. When exposed, these areas may have a different pattern of wear or shade of color. If Buyers wish to determine the condition of the floors and walls beneath such coverings, Buyers will need to secure the written authorization of Seller to conduct investigations with appropriate professionals since removal of floor coverings may be required.
- 3.3. **TEMPERED GLASS:** Many homes contain glass that IS NOT tempered in locations where tempered glass IS required by building regulations. Buyers are advised to have a contractor's inspection to identify the presence of any glass that is not properly tempered before removing a physical inspection contingency on a prospective purchase of real property. Buyers should consider replacing any non-tempered glass with tempered glass to reduce the risk of injury.
- 3.4. **FIREPLACES; WOOD-BURNING APPLIANCES:** Residential wood burning is the leading source of wintertime air pollution in the Bay Area and studies have confirmed there are significant health impacts from exposure to fine particulate matter found in wood smoke. The Bay Area Air Quality Management District ("BAAQMD") established the Wood Smoke Rule, Regulation 6, Rule 3 to reduce wintertime smoke pollution and protect public health. The Wood Smoke Rule requires anyone selling, renting or leasing a property in the Bay Area to disclose the potential health impacts from air pollution caused from burning wood. Fine particulate matter, also known as PM2.5, can travel deep into the respiratory system, bypass the lungs and enter the blood stream. Exposure may cause short-term and long-term health effects, including eye, nose and throat irritation, reduced lung function, asthma, chronic bronchitis, cancer and premature deaths. Exposure to fine particulates can worsen existing respiratory conditions. High PM2.5 levels are associated with increased respiratory and cardiovascular hospital admissions, emergency department visits, and even deaths. Children, the elderly and those with pre-existing respiratory or heart conditions are most at risk from negative health effects of PM2.5 exposure. Buyers should consult with a licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace insert according to manufacturer's specifications to help reduce wood smoke pollution. The Air District encourages the use of cleaner and more efficient, non-wood burning heating options such as gas-fueled or electric fireplace inserts to help reduce emissions and exposure

to fine particulates. When the BAAQMD issues a Winter Spare the Air Alert during the winter season from November 1 through the end of February, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits. To check when the air quality is unhealthy and when a Winter Spare the Air Alert is issued, call 1-877-4NO-BURN or visit [www.baaqmd.gov](http://www.baaqmd.gov) or [www.sparetheair.org](http://www.sparetheair.org).

The information in this section was provided by BAAQMD. Brokers have not verified and will not verify any of the information provided by BAAQMD.

**NOTE:** Many cities now prohibit residents from operating any wood-burning appliance that is not certified by the EPA or Air Pollution Control Districts. Some city ordinances actually may prohibit the Property from being sold or transferred unless any non-compliant "wood heater" is first removed from the Property, or rendered permanently inoperable, or replaced by a certified wood heater under a building permit. The parties must contact the jurisdiction in which the Property is located to determine whether any of these ordinances apply, and where required, to schedule an inspection of the wood heater to determine whether it is certified.

- 3.5. **LAND USE AND CONSTRUCTION-RELATED LAWS:** Federal, State, and City and County governments have enacted and/or may in the future enact laws, ordinances, regulations and amendments and revisions thereto (including voter-approved ballot measures within these jurisdictions) which affect and may restrict land uses, development, and other conduct on the Property, including without limitation restrictions on vacation rentals, certain other uses, development, construction (including remodeling, grading and water use), demolition activities and other permissible and prohibited activities on the property (collectively "Laws"). Such Laws may also include regulations that require, among other things, setbacks between development and designated streams, creeks and wetlands, environmental mitigation measures, erosion control permits, grading permits, and other permits necessary for new development or remodeling of any structure, vineyard, earthmoving or land conversion. New and amended Laws affecting watersheds, land uses, water use and conservation, development and construction continue to be developed, proposed, revised, debated and enacted. As part of Buyer's investigation of the property, Buyer is advised to obtain the latest information regarding all such applicable Laws, whether enacted or merely proposed, that currently affect or that might in the future affect the property or the cost to make any changes or improvements to the property. Such information may be obtained by contacting all the County and city governmental agencies that may have jurisdiction over the Property and by searching in the archives of the local and statewide news media. Examples of Federal, State, County and city governmental agencies that may have information on these Laws include, but are not limited to, the U.S. Army Corps of Engineers San Francisco District at (415) 503-6795 and at <http://www.spn.usace.army.mil/regulatory/index.html>, the U.S. Fish and Wildlife Service at <http://www.fws.gov/>, the California Department of Fish and Wildlife at <https://www.wildlife.ca.gov/>, the County's or City's building and planning departments and code enforcement officials, and all the other governmental agencies described in this Disclosures and Disclaimers Advisory and in the California Association of REALTORS® Statewide Buyer and Seller Advisory ("SBSA") form.

- 3.6. **LOCAL CONDITIONS: FACILITIES AND EVENTS:** Buyer and Seller are advised that many properties that were not directly impacted by the October 2017 fires that destroyed thousands of homes in Mendocino, Napa, and Mendocino Counties are and will continue to be impacted by those fires. The Property may also be directly or indirectly impacted by other disasters and naturally occurring events such as earthquakes and weather events. Such impacts may include but are not limited to visual impacts on the Property and/or neighborhood, and noise, traffic, vibrations, dust, odors, and other effects of rebuilding or

repair efforts. Buyer and Seller are further advised that local amenities, facilities and services which may benefit or add to the richness of the community may also produce noise, vibration, dust, odors, traffic delays and detours, and other effects and inconveniences at various times. Such local amenities, facilities and services include but are not limited to public and private construction projects, horse race tracks and motor vehicle speedways, casinos, airports, fairgrounds located in various cities and towns, cycling, running, and other athletic events, parades, farmers' markets, concert halls and performing arts centers, and other venues for public and private events, music and performances throughout the County, which venues include but are not limited to wineries, public and private parks, fields, schools, and other public and private properties. The perception of how these events and conditions may affect the parties or the Property and use thereof are subjective: what bothers one person may not be noticed by or may be acceptable to others. Buyer is advised to personally visit the Property at various times of day and night and to investigate the local conditions, including without limitation: the effects of fires, other disasters and naturally occurring events, and any sources of and amounts of noise, traffic, vibration, dust, odors, or other effects of local conditions, amenities, facilities, and services to determine whether their potential effects are acceptable to Buyer and/or will impact the value, desirability, development, use and enjoyment of the Property.

- 3.7. **SQUARE FOOTAGE AND LOT SIZE:** Different sources of size information including but not limited to Sellers and Appraisers often provide different square footage or lot size numbers for a property; public records may be, and often are, inaccurate and thus there are frequently discrepancies in the advertised sizes. Buyers are advised that square footage and/or lot size numbers, which may be obtained from various sources such as public records, Multiple Listing Service, and others and are provided to Buyers regarding the Property are not, and will not be, verified by Sellers or the real estate agents. If the square footage or lot size of the property is an important consideration in Buyers' decision to purchase the Property, then Buyers must independently conduct Buyers' own investigation through appropriate professionals and rely solely on that data.
- 3.8. **TREES AND VEGETATION:** **Protected Trees.** Most cities and counties have an ordinance that requires property owners to obtain a permit prior to removing Protected Trees from their property. Protected Trees are defined within the code of each city. Removing or damaging any Protected Tree without the proper permit constitutes an infraction. In addition to the cost of the infraction, violators may be liable for damages. A City may place a lien on the Property if imposed fees are not paid on a timely basis. That lien may subsequently be added to the county property tax bill. **Hazardous Trees:** Some cities and counties define hazardous tree conditions within their Building Codes and address ways of mitigating those conditions on both private and public property. There are often stringent time frames for responding to hazardous tree claims. If hazardous tree claims are not resolved privately, a claimant may, as a last resort, pursue the claim through the court system. **View Ordinances:** Some cities and counties have view ordinances that restrict the height of trees so that trees do not unreasonably obstruct the view that existed at the time of purchase of the property. Certain trees that are part of the natural habitat can be exempt from this law. Often a view property will have recently trimmed trees and shrubs revealing the view. Buyers should take note that maintaining that view could entail not only trimming foliage on their own property, but also enlisting the cooperation of their neighbor to keep their foliage trimmed, usually at the Buyers' expense. Cities do not take an active role in these issues; rather they encourage the private resolution of such disputes. Each jurisdiction may have a different mechanism for handling these situations, and Buyer is encouraged to review the city or county codes during their inspection period. **Diseased Trees/Vegetation:** Trees and other vegetations on the Property are susceptible to diseases, including without limitation Sudden Oak Death Syndrome, and other problems that cannot be detected by Brokers. **Arborist Consultation**



**Recommended:** Buyers are encouraged to seek the advice of a qualified, licensed and/or certified arborist for any questions regarding trees or other vegetation that are on the Property or on neighboring properties.

3.9. **RIVER, CREEK, WETLAND, AND LEVEE PROTECTION:** Many properties are impacted by creeks, channels, streams, wetlands, levees, and/or culverts (a man-made structure used to enclose a flowing body of water which is usually designed to allow water to pass underneath a road or other structures). If the Property includes, abuts or is located near a such features, Buyer should investigate the possibility of flooding and/or water intrusion or other nuisances that may result from proximity to those water sources by contacting appropriate experts. Brokers cannot determine these issues. In addition, some counties and cities have enacted regulations regarding creeks and culverts making maintenance of these creeks and culverts the responsibility of adjacent property owners. Such expenses can be considerable. Buyer should review local ordinances and maps with government agencies and Buyer's own experts regarding these issues and before commencing any work in, over or near any river, creek, channel, stream, wetland, culvert, or levee.

3.10. **FLOOD ADVISORY:** Flood insurance rates are increasing due to many factors. The 2012 federal Biggert-Waters Flood Insurance Reform Act eliminated many subsidies for properties in flood zones as determined by the Federal Emergency Management Administration ("FEMA") which financially supports flood insurance. FEMA has experienced extraordinary expenses dealing with multiple natural disasters. Under the "Homeowner Flood Insurance Affordability Act of 2014," properties in flood zones, designated in a NHD report, will experience annual premium increases which could be as much as 18% to 25% per year. For details of how these issues will affect a property, go to:

<http://www.realtor.org/articles/senate-passes-flood-insurance-with-house-amendments> or  
<https://www.floodsmart.gov/floodsmart/>

3.11. **SEPTIC SYSTEM/WASTEWATER TREATMENT SYSTEM REGULATIONS:** If the Property has a septic system, it is essential that Buyer secured a current, written report detailing the inspection of the tank and the leach field lines by a licensed, competent professional to determine the condition of the system as well as the adequacy of the system for Buyers' specific needs. Visual inspection of the tank alone is insufficient. Brokers do not have the necessary expertise to make those determinations. Expansion or remodeling of the dwelling may be restricted due to the condition of the septic system. Securing approval for changes in the dwelling may be conditioned upon testing, removal, repair, or other changes to the system which may be expensive. The septic system may not be in compliance with current or future code requirements and code compliance may be required for any future work done on the Property. Buyer should investigate these issues with appropriate experts. Brokers cannot determine these issues. Buyers can get more information about OWTS/Septic System regulations by contacting the County Building, Planning, and Health Departments, and the State Water Resources Control Board, 1001 I Street, Sacramento, California 95814 or at Post Office Box 100, Sacramento, California 95812; (916) 341-5455 and by reviewing the SWRCB's website:

[http://www.waterboards.ca.gov/water\\_issues/programs/owts/index.shtml](http://www.waterboards.ca.gov/water_issues/programs/owts/index.shtml)

3.12. **STORAGE TANKS:** Many ranches, farms, and some older homes in this area may have or have had an above-ground or underground storage tank ("UST") for the fuel for farm vehicles, machinery, for home heating oil, or other purposes. The California State Water Resources Control Board and its regional offices (the "Water Board"), in conjunction with city and/or county fire officials, regulate tanks used for storing flammable or combustible liquids,

whether or not such tanks are currently in use. Buyer is advised to consult with appropriate experts to determine whether there such storage tanks are located on the surface or underground on the Property, and to consult with such experts and all city, county and state agencies with authority when storage tanks are present on the property, to determine applicable requirements. Regulations may require inspection, testing, removal, and soil and/or groundwater clean-up of any toxic material that may have leaked from the tank. Buyer and Seller are advised to speak directly to the Water Board, City or County Fire Department, and Building Department concerning specific regulations affecting above-ground tanks or USTs.

- 3.13. **ENVIRONMENTAL HAZARDS:** The presence of certain environmental hazards, such as lead-based paint and other lead contaminants, asbestos, formaldehyde, radon, methane, or other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, tri-chloro-ethane (a.k.a."TCE"), and/or other conditions and materials may adversely affect the Property and may cause health problems to people and animals. Buyers should have qualified experts inspect the Property for existing and potential hazards during Buyers' inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyers and Sellers should also read the pamphlets entitled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants" and "Protect Your Family from Lead in Your Home." Some of the third-party Natural Hazards Disclosure ("NHD") companies may provide information regarding environmental hazards that are mapped by the federal government, state or local entities such as Super Fund Clean-Up sites. Buyers should consider discussing with the NHDS provider what environmental disclosures and maps may be available.
- 3.14. **CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS & HOMEOWNERS' ASSOCIATIONS:** If the Property is located in a Common Interest Development, the Seller should request that the Homeowners' Association (HOA) provide all required documents regarding the HOA operation and expenses to meet the Seller's disclosure obligations under Civil Code Section 4525. Some neighborhoods have established HOAs that may charge dues and enforce their own restrictions. It is strongly recommended that Buyers receive the current HOA documents directly from the HOA rather than from any online service or from an earlier transaction. Buyers need to carefully examine all of the documents that are provided regarding the HOA and compare the documents with the list of required disclosures specified in the HOA form from the California Association of REALTORS®. If any document(s) are missing, Buyers should send a written request to the Seller that the Seller provide the missing documents and/or provide a written explanation for why the document(s) were not included with the other HOA documents. Buyers should retain the services of experts, such as attorneys, accountants or others who specialize in reviewing HOA documents to determine the adequacy of the reserves and whether or not the Property is suitable for the Buyers' intended uses.

Due to noise and other factors, a HOA may restrict the type of floor and/or wall material that can be used in certain units and/or the number of pets. Buyers should directly contact the HOA Board to determine whether or not the Property can be used for Buyers' intended purposes. Buyers should also determine whether or not the Property meets Buyers' subjective personal preferences.

Many Condominiums and other Common Interest Developments have been involved in or are presently involved in litigation regarding the design, construction, maintenance and/or condition of all or a part of the Development. Whether or not these lawsuits are successful, litigation is expensive and the cost of such legal actions may impact not only the adequacy of the HOA reserves but also the amount of current or future assessments. The existence of



HOA insurance does not necessarily mean that there is insurance coverage for any given single interest or unit in the Development, an owner's remodeling or upgrade efforts, and/or the owner's contents. See Insurance information below.

Occasionally issues arise in the purchase of property in a Common Interest Development regarding parking and/or storage spaces associated with a single interest or unit in the Development. Buyers should determine for themselves whether or not the allotted parking space(s) are adequate to park the Buyers' vehicle(s) in the assigned spaces by actually parking in those spaces. Parking space(s) and storage space(s), if any, may be described in a Condominium Map or in the Preliminary Report issued by a Title Company. The actual markings, striping and numbering of these space(s) may not accurately reflect the actual spaces and may be in conflict with the space(s) designated in the recorded documents. It is therefore crucial that Buyers personally determine that the parking and storage space(s) that are designated in the recorded documents are actually being transferred to Buyers and that those space(s) are acceptable for the Buyers' intended needs and uses of the Property.

- 3.15. **PLASTIC PIPE:** Builders in the area may have used PEX water pipes in constructing homes. This type of pipe, manufactured under the name of KITEC®, has been alleged in a class action lawsuit to be faulty and a settlement of that suit has been reached. Buyers should investigate the presence of such pipes prior to removing their inspection contingency. For additional information about this product and any litigation, go to:  
<http://www.kitecsettlement.com/faq.cfm>
- 3.16. **INSURANCE:** During the inspection contingency, Buyers should consult with an insurance broker to determine the cost of homeowners' insurance as well as the types of coverage that may be available and any conditions that the insurance company intends to impose. For example, many insurance companies are refusing to provide homeowners' insurance coverage unless certain retrofit requirements are met, such as installation of safety glass and/or fireplace spark arresters and a gas shut-off valve. The fact that an insurance company may require these repairs does not necessarily mean that the Seller is obligated to pay for and/or make the repairs requested by the insurer. In addition, prior claims submitted by Buyers on other properties may affect the final cost of the homeowners' insurance on the property being purchased by Buyers. Buyers should investigate these matters thoroughly prior to removing their inspection contingency.
- 3.17. **C.L.U.E. REPORTS OF INSURANCE CLAIMS:** Standard real estate disclosure forms specify that Sellers must provide Buyers with insurance claims history for the property for a period of five years preceding the sale. Sellers do not always know (or remember) the insurance claims history. Thus, for many years the Natural Hazards Disclosure Statement ("NHDS") Reports included a report used by insurance companies called C.L.U.E. The NHDS Reports no longer include the C.L.U.E. report. Because a C.L.U.E. report itself is not required, Sellers may disclose the insurance information themselves as part of the disclosure process. If Sellers want to rely on C.L.U.E. for the most accurate information regarding past insurance claims, Sellers may be able to either: (a) go online to:  
[https://personalreports.lexisnexis.com/homesellers\\_disclosure\\_report/agent.jsp](https://personalreports.lexisnexis.com/homesellers_disclosure_report/agent.jsp) and create an account that will enable the Sellers to order a C.L.U.E. report; or (b) contact their homeowner insurance policy broker who may be able to provide a copy. Buyers can also add to their contract offer the obligation for Sellers to provide them a C.L.U.E. report.
- 3.18. **TITLE INSURANCE AND PRELIMINARY REPORTS:** There are various types of title insurance policies with different costs and coverages, such as an ALTA Owners or Residential Policy or CLTA Policy with or without endorsement(s). There are also title

insurance policies that protect the interests of a Seller who finances all or part of the purchase price. Buyer and Seller should discuss the choice of title insurance policies with a title insurance company. Buyer (and Seller where appropriate or as described above) are advised to obtain title insurance, in addition to the parties' obtaining a preliminary report from the title insurance company, to carefully review the report, obtain and review copies of all exceptions described in the report, and review all other matters which may affect title to the property, including but not limited to easements, covenants, conditions, restrictions, encumbrances and other matters, whether or not in the public record. If Buyer or Seller has any questions regarding the state of title, whether arising from the preliminary report, the exceptions shown in the preliminary report, or other matters affecting title, the parties should consult with qualified professionals, including but not limited to title insurance companies' title officers, licensed surveyors and attorneys.

- 3.19. **CHANGING LOCKS, GARAGE/GATE OPENERS, AND ALARMS:** Seller may have given keys, garage/gate openers, combinations and/or access codes to doors, gates, alarms and other security devices on the property to third parties unknown to Buyer. In addition, Seller or Seller's Broker may have made the property available for open houses and other inspections by the general public which may compromise the security and safety of Buyers and their property. Accordingly, Buyer is advised to change or re-key all locks and re-code any and all alarms and other security devices, after close of escrow and upon Buyer taking possession of the property.
- 3.20. **ONLINE INFORMATION:** Online information regarding the Property, or the neighborhood, may exist online in various blogs, discussion boards, Facebook, Instagram, and other social media sites, etc. For example, some neighborhood associations and homeowner associations (HOA's) have official sites; whereas other unofficial sites written by third parties may exist with postings about the community. Some of the online sites offer viewers the opportunity to express opinions and air complaints. The information contained on those sites may consist of opinion, speculation, unfounded assertions or rumor, making it difficult to determine what is factual and what is not. Neither Seller nor any of the real estate licensees may be aware of, nor will they conduct a search of, such online information and they are not obligated to verify or explain the posted issues and/or commentary of third parties.
- 3.21. **ONLINE PHOTOS:** Sellers and Buyers are advised that photos of their property will be included in the MLS listings and, perhaps, on the listing broker's website. It is now common that such photos will subsequently be added to other brokers' websites, and various national listing aggregation sites such as Realtor.com, Trulia, Zillow, and others. From there, photos may be copied on to other websites as well, with or without the permission of the host site. After the close of escrow, or a termination of a listing, Sellers and Buyers are advised it is not possible for the listing or selling broker to remove these photos from websites over which they have no control.
- 3.22. **PROBATE SALES AND COURT CONFIRMATION:** An executor or administrator (the "Representative") of a probate estate may sell estate property if it is in the best interests of the estate to do so. The sale of estate real property is typically subject to Probate Court Confirmation. The Independent Administration of Estates Act ("IAEA") provides a simplified method of probating estates with limited court supervision. Under the IAEA, the Representative may list real property with a broker for a period not to exceed 90 days without prior court approval and to sell the Property without court confirmation, unless a person named in the will or other person who is entitled to receive a Notice of Proposed Action objects; in which case court confirmation will be required. The Representative's ability to sell

without court supervision or approval under IAEA is not absolute and is conditioned upon there being no objections by interested persons (generally, the heirs). If there is any objection, Court Confirmation may be necessary.

Probate property is always sold "As-Is" and certain standard disclosure forms, such as the Real Estate Transfer Disclosure Statement, are not required. However, the Representative must nonetheless disclose all actual knowledge of material facts affecting the value or desirability of the Property.

If Court Confirmation is required and is subject to open competitive bidding (which is true in probate, conservatorship, guardianship, receivership or bankruptcy sales), it is strongly recommended that Buyers personally appear in Court when their offer is scheduled for confirmation. Buyers should understand that in most sales requiring Court Confirmation, the Property may continue to be marketed and that their broker and others may represent other competitive bidders prior to and at the Court Confirmation hearing. Different types of courts have their own rules for how to handle the possibility of over-bids, including whether initial deposits need to be in a certain amount or whether an over-bid needs to be a specific percentage above the original offer. Any questions regarding the specific rules for the Court where the confirmation hearing is to be held should be directed to the clerk of that Court. It is also strongly recommended that Buyers consult a real estate attorney who is knowledgeable about Court Confirmation sales since real estate brokers/agents are not qualified to provide legal advice.

- 3.23. **PERSONAL PROPERTY AND STAGING ITEMS:** Sellers and Listing Brokers/Agents often engage the services of "Staging" companies to assist in presenting the Property in its best light. The furniture, furnishings and accessories provided by the staging company is removed prior to close of escrow and do not transfer to the Buyer. Standard Purchase Agreement forms specify that NO personal property is included in the sale unless specifically designated in the Agreement or an Addendum. The MLS entry, flyers and other marketing materials are NOT part of the Purchase Agreement. NONE of the staged furniture or other items (e.g. window treatments, mirrors, rugs, lamps, plants, etc.) is included in the sale. Buyers who wish to purchase any staged items should enter into a separate written agreement with the staging company.
- 3.24. **WATER HEATERS:** Under State law, all water heaters must be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion and Sellers of Property must certify to Buyers that the bracing requirement has been satisfied. In addition, water heaters which are newly installed or moved must be raised so their ignition point is 18 inches off the ground. Many other plumbing code requirements may also apply, e.g. gas venting, pipe wrapping, temperature and pressure relief valves, drain valves, bollard protection in garages.
- 3.25. **SMOKE ALARMS AND CARBON MONOXIDE DETECTORS:** California Health and Safety Code §13113.8 requires installation of smoke alarms in residential property. If a TDS is required, the Sellers certify that the Property has (or will have prior to Close of Escrow) operable smoke alarms which are approved and installed in compliance with the State Fire Marshal's regulations and applicable local standards including installation of alarms with 10-year batteries in all bedrooms before finalizing any permitted contracting work costing \$1,000 or more. State law requires carbon monoxide detectors in living areas of residential properties that have fossil fuel burning appliances, even if those appliances are several floors below, for example, furnaces in the basement of a condominium building.

- 3.26. **ANIMALS:** Current or previous owner(s) may have had domestic and/or other indoor or outdoor animals on the Property; animals can cause damage to various aspects of the Property. Odors from animal urine or waste may be dormant for long periods and then become active because of heat, humidity or other factors such as some cleaning techniques, or be temporarily masked by other odors such as fresh paint or new carpet. Animal urine and feces can also damage floors, floor coverings, walls, baseboards, or other components. Additionally, animals can attract fleas, ticks and other pests that can remain on the Property after the animal has been removed. Complete elimination of odors and other problems created by animals may not be possible even by professional cleaning efforts or replacing carpets, pads and other affected components. Property may be subject to local ordinances regulating the maintenance, breeding, number or type of animals permitted, or other requirements such as spaying or neutering. Buyers should investigate whether Homeowner and Common Interest Associations have imposed restrictions on animals. Neighbors may have animals that can cause problems including but not limited to noise or odors. Common pets such as dogs can bark, cats are not easily contained, and in some cases more unusual animals (e.g. poultry, exotic birds, and reptiles) may create issues that impact the value, use and enjoyment of the Property. California is home to a wide variety of animals, birds, reptiles and insect life, including but not limited to ants, bedbugs, bats, rodents, snakes and larger wild animals such as mountain lions and deer, some or all of which may enter or inhabit the Property and may be difficult to eliminate or control. These creatures can damage landscaping, might be a hazard to people, pets or other animals and may cause issues that impact the Buyers' use and enjoyment of the Property. Proximity to rural or open space areas increases the likelihood of this problem. Buyers should investigate these issues with licensed professionals, including local animal/pest control companies, and/or other qualified agencies or organizations during Buyers' inspection period.

#### 4. **FEDERAL, STATE AND REGIONAL CONDITIONS ADVISORIES**

##### 4.1. **GEOLOGIC CONDITONS:**

- **UNSTABLE HILLSIDES:** Many hillside properties are active and potentially active landslide areas. Many of the geologic forces which have shaped California over the eons are still active today. The only way to determine the nature of the soil and bedrock under a structure, and how these forces may affect those structures, is with a geologic or geotechnical inspection and report.
- **EXPANSIVE SOILS:** Some parts of the area have expansive, or adobe, soil which will expand and contract with the wet and dry seasons. This expansion and contraction can cause movement or shifting of structures and their foundations.
- **HIGH WATER TABLES:** Some parts of the County have high water tables that can intensify mold growth and compromise the stability of soil and/or foundation. In addition, high water tables may affect the use and enjoyment of the surrounding land, particularly during months of heavy rain. Buyers should consult the appropriate experts to help evaluate the effect of high water tables on the subject property and, when necessary, consider drainage modifications to protect the structure and improve the use and enjoyment of the surrounding landscape.

Reports from Natural Hazard Disclosure (NHD) companies may not contain all information from all sources regarding the Property and surrounding conditions, and cannot be relied on for all information regarding natural hazards which may affect the Property. Brokers recommend that Buyers have any Property they are purchasing inspected by a qualified geologist, geologic or geotechnical engineer, or other qualified professional.

- 4.2. **WET WEATHER CONDITIONS:** At times, this area may have months with heavier than usual rainfall. During these times, hillside properties may be susceptible to earth movement and drainage problems. Properties on flatlands may be susceptible to flooding. Properties which may not have experienced water intrusion into or under the property in the past may experience these conditions as a result of weather-related phenomena. Sellers are obligated to disclose to Buyers those material defects or conditions known to them which affect the value or desirability of the property; however, not all Sellers may be aware of recent changes in the conditions of the property or its improvements caused by unusually wet weather. Because of these factors, it is recommended that, in addition to a home inspection, Buyers have such additional inspections by inspectors or engineers regarding these conditions as Buyers may desire.
- 4.3. **CLIMATE CONDITIONS:** The Mendocino area exhibits several micro climates. Buyers are advised that these areas are subject to frequent strong winds, wind-driven rain, fog and mist, and direct sunlight, any of which, alone or in combination, can impact the condition of the land as well as prematurely age the interior and exterior of structures. Erosion, warping and cracking of surfaces, failed seals on dual-paned windows, loss of roof shingles, and water intrusion, among other problems, are not uncommon with such properties, and thus these properties require regular, thorough maintenance. Buyers are advised to fully investigate these conditions and the increased maintenance and repairs that may be needed for any Property located in these coastal areas.
- 4.4. **PERMIT ISSUES:** Improvements made to any property such as repairs, remodels and additions may have been built or used without all required permits. One such example would be where a second living unit ("in-law unit") is being rented by the Seller but the required permit was not obtained for this in-law unit. An improvement that is made without the required permit can, among other things, have a negative impact on value, require a retrofit, impact habitability, preclude insurance coverage and/or result in fees, penalties, government and/or civil enforcement actions. In some cities, there may be a lower standard applied in those circumstances where the property owner is obtaining the permits, as opposed to a contractor doing so. Buyers should investigate the permit status of all structures and uses; real estate licensees are not qualified to conduct such off-site investigations.
- 4.5. **NONCONFORMING USES, ROOMS, ALTERATIONS OR ADDITIONS:** Any rooms, alterations or additions to the Property which were done without necessary permits or certificates of completion ("nonconforming improvements") may be subject to fines, permit and construction costs, and other expenses to bring into conformity. Nonconforming improvements may be subject to removal by local building inspection and code enforcement agencies. Nonconforming rental units may be required to be vacated and possibly torn down. It may not be feasible to legalize nonconforming improvements because of zoning, permit and/or other legal or regulatory limitations. Some building inspection and code enforcement agencies may conduct random inspections of properties for permit, code and other violations while the Property is being marketed. Such nonconforming improvements may also be discovered when anyone applies for a permit to do work on the property either before or after escrow closes. Whenever nonconforming uses are discovered, the then-current owner could face expensive repairs, permit fees and other costs and/or even removal of the nonconforming improvement. While Sellers are obligated to disclose any known nonconforming improvements, Seller may not be aware of some or all illegal improvements or uses especially those that were made prior to Seller's ownership of the Property. Real estate brokers and agents are not required by law to inspect public records and cannot determine the legal status of improvements based solely on their required visual inspection of the property. Thus, Buyers are strongly urged to investigate possible nonconforming



improvements by personally contacting the local building inspection and code enforcement agencies as well as obtaining the advice of contractors, architects, engineers or other professionals regarding the status and condition of the Property prior to removing inspection contingencies.

- 4.6. **CODE COMPLIANCE AND ENFORCEMENT:** Even if the Property is new construction, not all aspects, components and structures on the Property may comply with current code. This may be because code requirements have changed since the improvements were first constructed or, in some cases, improvements may have been made by the current owner, or even by prior owners without the knowledge of the current owner. Real estate brokers are not qualified to identify code violations. If the applicable city or county building department discovers the code violations, the current owner may be required to bring the property into current code compliance or remove or demolish the portion of the property that is in violation. Various building departments take different approaches to enforcement; some are stricter than others. Prior to removal of the inspection contingency, Buyers should have the home inspected by a qualified home inspector who can identify code violations and comment on local codes, regulations and practices regarding enforcement.
- 4.7. **UNDERGROUND UTILITIES:** Some towns and cities have begun the process of burying utility lines underground in order to remove the utility poles in the neighborhood. These projects can result in special tax assessments and set-up costs for the individual homeowners. It is recommended that Buyers investigate this issue with Pacific Gas and Electric Company ("PG&E").
- 4.8. **CRIME:** The existence of crime is a fact of urban life. Some areas experience more crime than others. Crime statistics for various areas and municipalities may rise and fall over time and the incidence of various types of criminal activity may also increase or decrease. At times, local law enforcement agencies may target designated areas for special but temporary enforcement measures. Individual criminal acts may occur in any neighborhood or may occur close to a property that is being sold while other criminal acts may occur far away. Some crimes may be reported in the local news while others are ignored by the media. Because of the ever-changing nature of the statistics and information regarding crimes, neither Seller nor brokers will independently investigate crime or criminal activity in the area of any property being purchased by any means including, but not limited to, contacting the police or reviewing any internet data bases. If criminal activity is a factor in the decision to purchase a particular property, or in a particular neighborhood, Buyers are urged to check with the local law enforcement agencies and online information, prior to removing their inspection contingency.
- 4.9. **DROUGHT ADVISORY:** Due to severe drought conditions, water usage has also been restricted by many local municipalities and water authorities. Current and future restrictions may impact the Property by 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. Buyers should thoroughly investigate this issue, including but not limited to: 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. Brokers do not have expertise in water usage rights or limitations, and Brokers 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.
- 4.10. **WATER-CONSERVING PLUMBING FIXTURES:** Existing law calls for installation of water-conserving plumbing fixtures when the existing plumbing fixtures are "noncompliant"



by certain dates, as discussed here. A noncompliant plumbing fixture means: (1) any toilet manufactured to use more than 1.6 gallons of water per flush; (2) any urinal manufactured to use more than one gallon of water per flush; (3) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute; and (4) any interior faucet that emits more than 2.2 gallons of water per minute. There are various dates for compliance:

- **SINGLE-FAMILY RESIDENCES:** Under this law, a condo, even a single condo occupied by only one family, is not a single-family residential property. Until December 31, 2016, if a single-family residence is altered or improved, the installation of such fixtures must be a condition of final permit approval. However, after January 1, 2017, ALL single-family residences must comply with this law by replacing all noncompliant plumbing fixtures whether or not the property is being remodeled or sold. Starting on that date, Sellers will need to disclose to prospective buyers if the property has any noncompliant plumbing fixtures.
- **MULTI-FAMILY AND COMMERCIAL PROPERTIES:** Until December 31, 2018: As a condition of final permit approval, owners must replace all plumbing fixtures with water-conserving fixtures if (1) permits are obtained to increase the floor area by more than 10%; (2) building alterations or improvements exceed \$150,000 in costs; or (3) permits are obtained for a room with plumbing fixtures. After January 1, 2019: All multi-family and commercial properties must comply with this law by replacing all noncompliant plumbing fixtures. Also, starting on that date, Sellers will need to disclose to the prospective buyer if the property has any noncompliant plumbing fixtures.

4.11. **REAL PROPERTY TAXES AND ASSESSMENT DISTRICTS:** The Purchase Agreement addresses payment of real property taxes and assessments relating to the Property. As part of their negotiations for the Purchase Agreement, the parties may decide how to prorate such taxes and assessments; payments on bonds and assessments and their assumption by Buyers; and payment on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien on the Property. The existence of Mello-Roos and 1915 Bond districts will be outlined in a report by a Natural Hazard Disclosure (NHD) company. Most other assessment districts will be reported in the Preliminary Report from the title company. Still others may be disclosed by Seller or local disclosure. The Seller's tax bill alone does not necessarily reflect all of the costs related to taxes and assessments on real property. 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 District prior to removal of the appropriate inspection or title contingency, and to address responsibility for payment of taxes and assessments in the negotiations for the Purchase Agreement. **Reassessment:** California property tax law requires the County Assessor to revalue real property at the time the ownership of the property changes. When the Assessor revalues the property, it does so at its market value on the date of a change in ownership (or when new construction is completed). In many cases, the sales price will be accepted by the Assessor as the market value, but not always. If Buyer disagrees with the Assessor's revaluation, Buyer should contact the local Assessor or Tax Collector's office to get information about appealing or applying for a reduced assessment.

4.12. **FIRPTA:** Federal law requires Buyers to withhold and remit to the Internal Revenue Service fifteen percent (15%) of the sales price (or 10% if the property is to be used as the Buyer's residence and the sales price is \$1,000,000 or less) if a Seller is a non-resident alien ("Foreign Investor"), unless a federal exemption applies to the Seller and/or the transaction. Sellers who are relying on the exemption that they are not classified as a Foreign Investor may avoid this federal withholding requirement one of two ways: (a) by providing Buyers with Seller's Affidavit of Nonforeign Status ("Affidavit") which is signed by each Seller under

penalty of perjury and includes each Seller's Social Security Number ("SSN") or Taxpayer Identification Number ("TIN"); or (b) if the Escrow holder provides the Buyers with a Qualified Substitute Statement ("QSS") in which the Escrow holder, as the Qualified Substitute, states under penalty of perjury that the Substitute has verified the required taxpayer information.

**NOTE TO BUYERS:** Unless an exemption applies, if a Buyer does not obtain either the Seller's Affidavit or the Escrow holder's QSS, and a Foreign Investor Seller fails to pay taxes due on the sale, the IRS can assess against the Buyer the full 10 or 15 percent of the sales price that should have been withheld, or the Seller's actual tax liability in the sale, whichever is less, plus interest and penalties.

Sellers who are relying on the exemption that they are not classified as a Foreign Investor are required to provide either Buyer or the Escrow holder with a completed Seller Affidavit that includes the Seller's SSN or TIN. If after a request, Buyer does not receive either the fully completed and signed Seller Affidavit, or a properly prepared and signed QSS, then Buyer should either instruct the Escrow holder to withhold the correct percentage of the sales price, or instruct the Escrow holder to delay the closing of escrow to enable the Seller to provide the proper documentation.

Sellers and Buyers are urged to consult with their legal and tax advisors with any questions regarding FIRPTA. Sellers and Buyers cannot agree to waive these federal requirements nor can they sign any agreement that FIRPTA does not apply.

- 4.13. **RENTAL PROPERTY FAIR HOUSING:** When rental properties are offered to the public, the owner and real estate agent must act in compliance with all Fair Housing laws and regulations including, but not limited to, providing unrestricted access to potential tenants with service/companion animals. Landlords are required under Fair Housing laws to provide a "reasonable accommodation" for tenants with disabilities; in the case of tenants with disabilities, this includes allowing the tenant to occupy the rented residence with the service/companion animal. The landlord may not charge a "pet deposit" or otherwise charge the tenant for the service/companion animal in any manner different from a tenant without such an animal. Any property owner renting their property should consult with a California real estate attorney specializing in landlord/tenant and Fair Housing issues for advice on any matters related to Fair Housing and service/companion animals.

HUD has issued guidelines for housing providers, landlords and property managers in the use of criminal records in tenant selection, and when that use may be a Fair Housing violation. While it is still legal to take into consideration a criminal record of a prospective tenant in approving an application, the blanket use of criminal records to refuse to rent can be a Fair Housing violation. And the discrimination does not have to be intentional. The violation can occur if the effect of the use of criminal records results in a "disparate impact" on protected classes. Landlords are urged to consult with a qualified California landlord tenant attorney regarding the use of criminal records in tenant selection. The full HUD article can be accessed at:

[https://portal.hud.gov/hudportal/documents/huddoc?id=HUD\\_OGCGuidAppFHASandCR.pdf](https://portal.hud.gov/hudportal/documents/huddoc?id=HUD_OGCGuidAppFHASandCR.pdf)

- 4.14. **SCHOOLS:** Some school districts have experienced financial and academic achievement difficulties and, as a result, may face bankruptcy, reorganization or takeover by a state administrator. Each school district has its own rules regarding school assignments, and these rules may change at any time with little notice. For these reasons, brokers cannot represent or guarantee that anyone who resides in any particular property will be able to attend any particular school or school district. These and any other factors or concerns of

Buyers should be investigated by Buyers prior to removing inspection contingencies in a purchase agreement.

- 4.15. **NEW CONSTRUCTION WARRANTIES, DEFECTS AND LAWSUITS:** The Real Estate Transfer Disclosure Statement ("TDS") requires Sellers to disclose if there are any lawsuits by or against the Sellers threatening or affecting the real property along with questions related to construction defects, citing Civil Code Sections 900, 903, 910 and 914. These codes are part of a law that is often referred to as SB800 or Title 7, which generally applies to residential real property built by a "Builder" (as defined in Section 911) and sold for the first time after January 1, 2003. Section 900 provides for a limited one-year warranty from the Builder and Builders may provide "enhanced protection agreements" which may extend the warranty period. Homeowners are required to follow all reasonable maintenance obligations and schedules communicated in writing by the Builder and product manufacturers, as well as commonly accepted maintenance practices. Failure to do so may provide a defense against a homeowner claim and Builders often require specific pre-litigation procedures and remedies in the event of a claim against the Builder. Sellers who have questions about how to answer this TDS question should consult with a California real estate attorney for advice. If the Sellers disclose any lawsuits or claims, Buyers should investigate such disclosures with a California real estate attorney. Brokers are not qualified to provide advice on these matters.
- 4.16. **PRIVATE ROADS; EASEMENTS AND MAINTENANCE:** If the property is assessed or affected by a private road that is shared with one or more other properties, Buyers need to determine the existence of a recorded private road maintenance agreement and compliance with that document. If no such agreement exists, Civil Code Section 845(s) provides that "the cost shall be shared proportionately to the use made of the easement by each owner." Buyers should contact city/county officials and/or their attorney to evaluate their potential responsibilities.
- 4.17. **POTENTIAL INCREASE IN OWNERSHIP COSTS AND/OR REDUCTION IN SERVICES:** Due to extraordinary economic conditions in recent years, governmental and quasi-governmental entities that may provide services directly to the Property or to the community in which the Property is located (including but not limited to cities, counties, water, sewer, and other types of utility and/or assessment districts), have lost or may in the future lose revenue from what were previously thought to have been relatively stable funding sources, such as sales tax, property transfer tax, and other revenue sources. One of the possible results of these actual or potential revenue losses is that the cost of ownership of the Property, including such costs as utility rates, fees, and taxes, can increase substantially to cover budget shortfalls. Also, services provided by governmental and quasi-governmental entities may be reduced due to budget shortfalls. Buyer is advised to investigate the financial stability of governmental and quasi-governmental entities, including water, sewer, and other types of utility and assessment districts that provide service to the Property and/or to the community in which the Property is located. Such information may be obtained by contacting federal, state, county and city governmental agencies and quasi-governmental agencies such as utility districts that may have jurisdiction over the Property, and by searching in the archives of the local and statewide news media.
- 4.18. **COASTAL CONDITIONS:** If the property is in a coastal or coastal influenced area, Buyer is advised that these areas are subject to frequent strong winds, wind-driven rain, fog, salty sea air and mist, and direct sunlight, any of which, alone or in combination, can prematurely age the interior and exterior of structures. Warping and cracking of surfaces, failed seals on dual-paned windows, loss of roof shingles, and water intrusion, among other

problems, are not uncommon with such properties, and such properties require regular, thorough maintenance. Buyer is advised to fully investigate these conditions and the increased maintenance and repairs that may be needed for property in coastal areas.

- 4.19. **ENDANGERED SPECIES ACT:** Under the Federal Endangered Species Act (16 U.S.C. §§ 1531-1544) and the California Endangered Species Act (Fish & Game Code § 2050 et seq.), all species that have been listed as “endangered,” “threatened,” or in some cases species that are “candidates” for declaration as endangered or threatened are protected from, among other things, being killed or being harassed, harmed, pursued, hunted, wounded or trapped in any way. There are many species of plants and animals in Mendocino County that are so listed, an example being the California Tiger Salamander, which was listed as an “endangered species” in March, 2003. In addition to protecting the listed species themselves, these laws protect the designated “critical” or “essential” habitat of these species. The presence of a listed plant or animal on the property can have serious consequences for Buyer's plans, including but not limited to prohibition or limitations on building, remodeling, grading, landscaping, and agricultural, livestock, and equestrian activities, and costs relating to governmental requirements for environmental mitigation of the effects of buyer's plans or activities. Violating these laws can result in substantial fines, civil penalties, forfeiture of certain personal property, and prison sentences. Buyer should contact the U.S. Fish and Wildlife Service at <http://www.fws.gov/> and the California Department of Fish and Wildlife at <https://www.wildlife.ca.gov/> to determine if the property is within designated critical or essential habitat for any listed species. Buyer should also consider engaging qualified professionals, who may include biologists, botanists, ecologists and others experienced with application and enforcement of the Endangered Species Act and its requirements.

## 5. COUNTY AND CITY ADVISORIES

- 5.1. **RIGHT TO INDUSTRY ORDINANCE AND DISCLOSURE:** Pursuant to Section 6.35.060 of the Mendocino County Code:

The property described herein may be zoned as "Industrial Land", or may be located within 300 feet of such land, and residents of the property may be subject to inconvenience or discomfort arising from use of machinery, and from the pursuit of industrial operations including, but not limited to, assembly, manufacturing, cutting, drilling, machining, metalworking, milling, punching, “tapping”, soldering, transportation of materials and goods, and welding. All of these activities, and others not mentioned in the non-exclusive preceding list, may generate light, glare, dust, smoke, noise and odor, all of which may occur 24 hours a day, 7 days a week. Mendocino County has established zoning for industrial land which sets as a priority the industrial use of the lands included therein, and residents of such property, or within 300-feet of the border of zoned areas, should be prepared to accept such inconvenience or discomfort as normal and necessary to industrial operation.

The disclosure statement set forth above must, under this Ordinance, be included in a document that a purchaser, lessee or transferee signs evidencing the sale, purchase, transfer, or lease of real property zoned "Industrial Land" or may be located within 300 feet of such land.

- 5.2. **MENDOCINO COUNTY GENERAL PLAN / UKIAH VALLEY AREA PLAN / UKIAH GENERAL PLAN:** The Mendocino County General Plan defines how the County will develop over the period defined in the General Plan. Among other things, the General Plan affects land use planning and zoning requirements in the area of the property. Within the General Plan are “area plans,” including the Ukiah Valley Area Plan which covers land in the

unincorporated parts of the Ukiah Valley that are not located within the City of Ukiah boundaries. The City of Ukiah also has its own General Plan, and it has adopted the Ukiah Valley Area Plan regarding portions of the Ukiah Valley that are within the City's "sphere of influence" although not within the City's boundaries. Buyer is advised to consult the Mendocino County Planning and Building Department at (707) 463-4281 for information if the property is not located within the boundaries of the City of Ukiah, and to consult with the City of Ukiah Planning and Community Development Department at (707) 463-6203.

- 5.3. **HILLSIDE DEVELOPMENT ORDINANCE:** The City of Ukiah has enacted a Hillside Development Ordinance containing standards for development on certain hillside parcels. These standards may affect new construction, remodeling or rebuilding of existing improvements in restricted areas. Buyer is advised to contact the City of Ukiah Planning and Community Development Department at (707) 463-6203 for more information and to investigate how this ordinance may affect the property.
- 5.4. **GROUNDWATER AVAILABILITY AND QUALITY:** Due to groundwater scarcity in some areas, (including but not limited to coastal regions) as well as limits on availability of water within the Brooktrails Development in Willits, and groundwater contamination in certain areas (including but not limited to the contamination from the former Remco plant in Willits), the County of Mendocino and certain cities or towns therein have or may develop guidelines or requirements for water systems which use groundwater as a water source. An example is the County of Mendocino's Coastal Groundwater Development Guidelines, available from the Mendocino County Environmental Health Department at (707) 463-4466. Buyer is advised to consult with the County Environmental Health Department or the city planning department where the property is located.
- 5.5. **HAZARDOUS WASTE SITES:** Generally speaking, hazardous waste is anything left over from a manufacturing process, chemical laboratory, or a commercial product that is dangerous and could hurt people, animals, or the environment, including by contamination of ground water and soil. Many industries, including but not limited to those involving petrochemicals, oil and gas, electronics, dry cleaners, and print shops, generate hazardous waste. The Coast Wood Preserving plant, located off Taylor Drive in Ukiah, and the former Remco plant site in Willits are two such hazardous waste sites in Mendocino County. There are others. Buyer is advised to get information about hazardous waste sites near the property by consulting the "Hazardous Waste and Substances Sites List" which is maintained by the California Environmental Protection Agency (CalEPA). The list is an inventory of hazardous waste sites in California, including contaminated wells, leaking underground storage tanks, and sanitary landfills from which there is a known migration of hazardous waste. It also lists active federal and state hazardous waste sites scheduled for cleanup as well as potential hazardous waste sites. The Hazardous Waste and Substances Sites List (Cortese List) on the locations of hazardous materials release sites is at:  
[www.dtsc.ca.gov/database/Calsites/Cortese\\_List.cfm](http://www.dtsc.ca.gov/database/Calsites/Cortese_List.cfm)

Buyer may also wish to review these other sources for information about potential hazardous waste sites that may affect the property:

- Mendocino County Environmental Health Department at (707) 463-4466
- The city or township public health (or similar) department where the property is located
- Department of Toxic Substances Control Envirostor Database can be accessed at:  
<http://www.envirostor.dtsc.ca.gov/public/>
- The Federal database of potentially contaminated sites is available at:  
[www.epa.gov/superfund/sites/index.htm](http://www.epa.gov/superfund/sites/index.htm)



- A list of leaking underground storage tanks is available at:  
[www.geotracker.waterboards.ca.gov](http://www.geotracker.waterboards.ca.gov)

## 5.6. **BROOKTRAILS (WILLITS) DISCLOSURES:**

A. Water Supply Moratorium and Related Issues. In 2003, the California Department of Health Services determined that the Brooktrails Township Community Service District (BTCSD) had insufficient source capacity to adequately, dependably and safely serve its then-existing 1,451 customers. The State required the BTCSD to develop and implement a water conservation and leak reduction program to reduce overall system demands, and severely restricted the BTCSD's ability to add any new water service connections. Related Brooktrails water supply information, including information on the moratorium, waiting list for connections, rates and fees, is available here:

- Brooktrails Township General Manager at (707) 459-2494
- [http://www.btcscd.org/php\\_myfaq/](http://www.btcscd.org/php_myfaq/)
- [http://www.btcscd.org/brd\\_info/compliance\\_03/comp\\_order.php](http://www.btcscd.org/brd_info/compliance_03/comp_order.php)
- [http://www.btcscd.org/brd\\_info/compliance\\_03/m.php](http://www.btcscd.org/brd_info/compliance_03/m.php)

B. Point of Sale Sewer Lateral Testing. The BTCSD has enacted an ordinance requiring inspection and certification of private sewer laterals on all properties within the Brooktrails Township at the time of sale or transfer of the property. Under the ordinance, Brook trails must be notified of pending sales so the sewer laterals may be inspected for leaks, the presence of mandatory cleanouts, and backflow devices. Inspection fees must be paid to the BTCSD. Any required repairs must be completed prior to close of escrow or other transfer of the property. Upon completion of repairs, the property must be reinspected and a Certificate of Compliance must be issued before the property is eligible to receive water and sewer service. Buyer and seller are advised to carefully review the language of the ordinance and address any concerns relating to the ordinance prior to and during their negotiations for the purchase agreement for the sale of the property. Brokers and agents do not have expertise in this area and are unable to advise Buyers and Sellers regarding the ordinance, sewer lateral testing, repair or replacement, related issues, or the associated costs, which may be significant. For copies of the ordinance and for further information regarding the ordinance, sewer connections, sewer lateral cleaning, testing, and related permits and fees, the parties are advised to contact the Brooktrails Township General Manager at (707) 459-2494

C. Development Review and Related Standards. Prior to any grading, tree cutting or construction within the Brooktrails Township Special Review District, a proposed development plan must be submitted and approved by the District and Mendocino County Planning & Building Services. For additional information, the parties are advised to contact the Brooktrails Township General Manager at (707) 459-2494 and to see:  
[http://www.btcscd.org/brd\\_info/design\\_standards/index.php](http://www.btcscd.org/brd_info/design_standards/index.php)

- 5.7. **ROAD, HIGHWAY AND FLOOD CONTROL WORK:** State and local public road and highway improvements and flood control projects are regularly being planned or are taking place in Mendocino County. One example of such a project is the proposed Willits Bypass. Buyer is hereby advised that these projects may cause inconvenience to people living, working, and visiting Mendocino County, and that these inconveniences will include, but are not limited to, traffic congestion and delays, noise, odors, dust, and vibration from construction activities, including pile driving. The after-effects of such projects may include, but are not limited to, reductions or increases in traffic at any particular location, congestion and delays, noise, odors, dust, and vibration from redirected traffic flows, and related effects on property values. Buyer is advised to consult the Mendocino County Transportation



Department at (707) 463-4363 and the State of California Department of Transportation for information on current and planned road and highway work.

- 5.8. **SEWER LATERAL ORDINANCES:** The Property may be served by a sewer system that is under the jurisdiction of a Sewer District, Water District, Community Services District, or other governmental agency ("District"). Seller and Buyer are advised that many such Districts have enacted ordinances requiring that inspection/testing and repair or replacement of sewer service laterals be completed prior to any sale or other transfer of ownership of the Property. Each such ordinance has different requirements. Other governmental agencies in the County may in the future enact similar ordinances. Buyer and Seller are advised to review the language of any sewer lateral ordinance that applies to the property, and address any concerns relating to the ordinance during their negotiations of the Purchase Agreement for the sale of the property. Seller is advised to engage a qualified inspector to inspect the condition of the sewer lateral, according to the terms of the applicable ordinance and related regulations/standards, prior to entering into a Purchase Agreement for the sale of the property. Brokers and agents do not have expertise in this area and are unable to advise Buyers and Sellers regarding these ordinances, sewer lateral testing, repair or replacement, related issues, or the associated costs, which may be significant. The parties are advised to obtain the latest information regarding all such applicable ordinances, whether enacted or merely proposed, that currently affect or that might in the future affect the Property or the cost to make any changes or improvements to the property.
- 5.9. **NO-SMOKING AND SECOND-HAND SMOKE ORDINANCES:** Several counties and cities have enacted ordinances that prohibit smoking of tobacco and other substances, and in some cases e-cigarettes, in multi-unit residential units, including balconies, common areas and within certain distances of all enclosed areas. These ordinances are usually designed to limit ingestion of second-hand smoke by other residents. Other cities may enact such ordinances as well. For information on such ordinances contact the city or county website where the Property is located.
- 5.10. **LOCAL RENT CONTROL AND EVICTION LAW ISSUES:** Several cities and some counties in California have enacted or are contemplating enacting ordinances that control rents and/or the grounds for eviction of tenants. Other cities may create comparable requirements and/or require the issuance of permits or mandate inspections prior to renting out any type of property. Buyer should investigate the existence of applicable ordinances and laws regulating their ability to rent property and to satisfy themselves as to whether that type of ordinance will impact their intended use of the Property. Determining the existence of and/or the applicability of any laws regulating the renting of property/the amount of rent, the eviction of tenants, and/or mandatory city rental health and safety inspections, is beyond the expertise of the real estate professionals.
6. **ATTORNEY AND ACCOUNTANT RECOMMENDATIONS:** In addition to the professional service providers Buyers will retain to inspect and analyze the property being purchased or sold, a situation may arise during the course of Buyers' purchase transaction that requires Buyers to either make an important decision, or select a plan of action that could result in significant legal consequences and substantial impact on Buyers' personal finances. The most prudent and best plan is to identify a certified public accountant and real estate attorney in advance of the sale or purchase of the property so that Buyers and Sellers can quickly contact and seek the proper financial and/or legal advice and guidance if needed during the transaction. If a 1031 exchange is contemplated, also contact an exchange accommodator to discuss the proper method and timing of the exchange.

## **7. ACKNOWLEDGEMENTS REGARDING BROKERS AND AGENTS:**

The parties acknowledge the following regarding real estate brokers and agents ("Broker"):

- Broker does not warrant or guarantee the condition of the Property.
- Broker shall not be responsible for failure to disclose to Buyer facts regarding the condition of the property where the condition (i) is unknown to Broker or (ii) is not capable of being seen by Broker because it is in an area of the property that is reasonably and normally inaccessible to a Broker;
- Broker has not verified square footage, size of structures, acreage or boundary lines of the property; representations made by others; information received from public records, Seller or other third parties; information contained in inspection reports or in the Multiple Listing Service, or that has been copied therefrom; or statements in advertisements, flyers or other promotional material; or any other matters described in this Disclosures and Disclaimers Advisory; unless otherwise agreed in writing;
- Broker does not guarantee, and shall not be responsible for, the labor or services or products provided by others to or on behalf of Buyers or Seller and does not guarantee, and shall not be responsible for, the quality, adequacy, completeness or code compliance of repairs made by Seller or by others;
- Broker does not decide what price Buyers should pay or Seller should accept;
- Broker is not qualified to give legal, tax, insurance or title advice; and
- Brokers lack professional expertise in the areas listed above, and do not verify the results of any inspections or guarantee the performance or reports of any inspection or professional services.
- Buyers and Sellers are advised to investigate and choose their own service providers to conduct investigations and advise them on these and all matters related to the sale and purchase of real property. In these and all other matters referred to in this Disclosures and Disclaimers Advisory, Buyers and Sellers are advised to seek any desired assistance from appropriate qualified professionals. Nothing any real estate licensee may say will change the terms or effect of this Advisory. This document may be signed in counterparts.

## **8. ELECTRONIC SIGNATURES**

Buyers and Sellers may be able to sign transaction documents electronically making it possible to skip from one signature line to the next and thus it is easier to ignore the terms and conditions to which a signature or initial applies. If Buyers and Sellers choose to sign documents electronically, they must be certain to take the time necessary to read each document thoroughly and only sign or initial those documents with full knowledge and consent of that which they intend to sign.

## **9. WIRE FRAUD SCAM ALERT**

Recently there is a small but growing scheme in which Buyers and Sellers have received e-mails from their agent or an escrow company providing wire transfer information for money from Buyer to Escrow, or to Seller for proceeds from Escrow. Hackers intercept these e-mails and then alter the wire transfer instructions to re-direct the funds to the hacker's account with an off-shore bank. DO NOT EVER WIRE FUNDS PRIOR TO CALLING THE ESCROW OFFICER AT THE NUMBER PREVIOUSLY PROVIDED TO YOU and confirming verbal wire transfer instructions before taking steps to have the funds transferred. If you have received questionable wiring instructions, notify your bank, real estate agent and the Escrow holder, as well as the FBI at: <https://www.fbi.gov/> and the Internet Crime Complaint Center at: <http://www.ic3.gov/>

**THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF ALL 23 PAGES OF THIS ADVISORY**

Dated: \_\_\_\_\_ County of Mendocino  
Buyer

Dated: 7/15/2019  
Buyer

DocuSigned by:  
*By: Carmel J. Angelo, CEO / County Purchasing Agent*

Dated: \_\_\_\_\_  
Seller ***Redwood Valley Congregation of Jehovah's***

Dated: \_\_\_\_\_  
Seller ***Witnesses, Inc., By: Rodney Hobbs***

## **BUYER CITY-COUNTY ADVISORY REGARDING GOVERNMENT APPROVALS**

RE/MAX Full Spectrum recommends all Buyers or Tenants investigate the property they are buying or leasing at the City, County, Water Board, Air Quality Control Board, Sewer District, Fire Department, and any and all other entities having authority over the subject property prior to removal of contingencies.

This includes, but is not limited to, permits, existing improvements, current utility hookups and capacity, current use of the space, zoning, proposed improvements, proposed future use, and all other aspects affecting the subject property.

Broker makes no warranties or representations regarding the legality of the current use and improvements or any future use or improvements.

**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 THE BROKERS.**

**I/We have received and understand this advisory.**

County of Mendocino

**Buyer/Tenant Signature**

**Date**

DocuSigned by:

*By: Carmel J. Angelo, CEO / County Purchasing Agent*

7/15/2019

**Buyer/Tenant Signature**

**Date**

DS

BCL/CPA

## RECORDING REQUESTED BY

2005-16973  
Pg: 1/3

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name **ROBERT PRYDEN**  
 Street Address **8686 EAST ROAD #3**  
 City & State **REDWOOD VALLEY CA 95470**  
 Zip

2005-16973  
 Recorded at the request of  
 CEVEN CHRISTIANSEN  
 08/04/2005 01:45P  
 Fee: 13.00 No of Pages: 3

OFFICIAL RECORDS  
 Marsha A Wharff, Clerk-Recorder  
 Mendocino County, CA

Title Order No. \_\_\_\_\_ Escrow No. \_\_\_\_\_

T 355 Legal (2-94)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## Corporation Grant Deed

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ None☐ unincorporated area ☐ City of \_\_\_\_\_Parcel No. 163-140-14☐ computed on full value of interest or property conveyed, or☐ computed on full value less value of liens or encumbrances remaining at time of sale, and

<input type="checkbox"/>	\$20.00
<input checked="" type="checkbox"/>	PAID
<input type="checkbox"/>	PCO
<input type="checkbox"/>	FILED
<input type="checkbox"/>	Exempt

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

REDWOOD VALLEY, CALIFORNIA, CONGREGATION OF JEHOVAH'S WITNESSES

a corporation organized under the laws of the state of California hereby GRANT(S) to

REDWOOD VALLEY, CA, CONGREGATION OF JEHOVAH'S WITNESSES, INC.

the following described real property in the

county of MENDOCINO, state of California:

(SEE EXHIBIT "A" ATTACHED HERETO)

The grantor(s) and grantee(s) in this conveyance are comprised of the same parties who continue to hold the same proportionate interest in the property - R & T 11925(d).

In Witness Whereof, said corporation has caused its name to be affixed hereto and this instrument to be executed by its President and Secretary thereunto duly authorized.

REDWOOD VALLEY, CALIFORNIA,  
 CONGREGATION OF JEHOVAH'S WITNESSES

By Ceven Christiansen  
 Ceven Christiansen President

Dated August 2, 2005

STATE OF CALIFORNIA  
 COUNTY OF Mendocino } S.S.

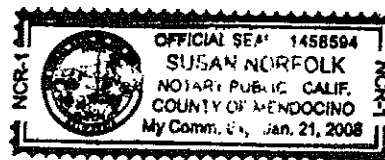
On \_\_\_\_\_ before me,

By Robert Pryden  
 Robert Pryden Secretary

a Notary Public in and for said County and State, personally appeared  
CEVEN CHRISTIANSEN and  
ROBERT PRYDEN

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

WITNESS my hand and official seal

Signature Susan Norfolk

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City &amp; State

DS  
BLSAC/CPA**EXHIBIT "A"**

All that certain real property situated in Lot 110 of Healey's Survey and Map of the Yokayo Rancho, County of Mendocino, State of California, more particularly described as follows:

Commencing at a concrete monument lying 40 feet right of Engineer's Station 61+60.09 B.C. as shown on a Record of Survey "Centerlines of Proposed Road through Redwood Valley", filed in Map Case 2, Drawer 1, Page 87, Mendocino County Records; thence on a curve to the right with a radius of 2260.00 feet, from which the tangent bears North 25°34'52" West, through a central angle of 1°42'07", a distance of 67.13 feet to a ½ inch iron pipe marked R.C.E. 15311 as shown on a Record of Survey for Don Christensen, filed in Map Case 2, Drawer 16, Page 73, Mendocino County Records; thence North 73°06'18" East, 159.00 feet; thence North 20°08'50" West, 294.46 feet; thence South 72°22'38" West, 107.64 feet to a 24 inch Black Oak tree (now 40"); thence South 73°03'38" West, 51.36 feet; thence on a curve to the left with a radius of 2260.00 feet, from which the tangent bears South 16°26'40" East, through a central angle of 7°26'05", a distance of 293.26 feet to the point of beginning, containing 0.93 acres, more or less.

Saving and excepting a 20 foot strip lying North of and contiguous to the Southerly line of the above described real parcel of land.

 2005-16973  
Pg: 2/3



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Mendocino

} ss.

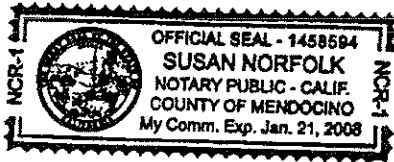
On August 2, 2005, before me,

Date

Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared Caren Christiansen and Robert Ryden

Name(s) of Signer(s)

☐ personally known to me☒ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**  
Top of thumb here



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Pg: 3/3

Received By:  
County of Mendocino

13233

DocuSigned by:

By: Carmel J. Angelo, CEO / County Purchasing Agent

AB2A04A4F0CB400...

RECORDED AT REQUEST OF  
WESTERN TITLE INSURANCE COMPANY

7/15/2019

BOOK 1473 PAGE 186

SEP 5 10 33 AM '84

OFFICE OF THE COUNTY CLERK  
MENDOCINO COUNTY CALIF  
MARSHA A. YOUNG  
RECORDER

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME Mr. & Mrs. Roger Southwick  
ADDRESS 473 East Valley  
CITY & STATE Klamath Falls, OR 97603

Title Order No. Escrow No. 102156

MAIL TAX STATEMENTS TO

NAME Same as above  
ADDRESS  
CITY & STATE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary transfer tax \$NONP  
☐ Computed on full value of property conveyed, or  
☐ Computed on full value less liens and encumbrances  
remaining thereon at time of sale.

Signature of document or of notary public - first name  
WESTERN TITLE INSURANCE COMPANY

### Corporation Grant Deed

WESTERN TITLE FORM NO 102

FOR VALUE RECEIVED, REDWOOD VALLEY, CALIFORNIA, CONGREGATION OF JEHOVAH'S WITNESSES, a California Corporation

GRANTS to ROGER SOUTHWICK and SANDRA SOUTHWICK, husband and wife, as Joint Tenants

all that real property situate in the

County of Mendocino

State of California, described as follows:

A non-exclusive easement for the installation, repair, maintenance and use of underground water and gas pipelines across the southerly 10 feet of the lands described in the Deed executed by Donald E. Christiansen, et al as Trustees, to the Redwood Valley, California, Congregation of Jehovah's Witnesses, recorded November 21, 1971, in Book 865, Official Records, Page 392.

Said easement is to be appurtenant to the lands of the grantees.

IN WITNESS WHEREOF, said corporation has executed these presents by its officers thereunto duly authorized, this day of 19

REDWOOD VALLEY, CALIFORNIA, CONGREGATION  
OF JEHOVAH'S WITNESSES, a Calif. Corp.

By: Clifford M. Hobby

By: Pearl Phillips, Secretary

ALLEN M. LONG, Witness

STATE OF CALIFORNIA

County of

On 19 before me, the undersigned,

a Notary Public, in and for said State, personally appeared

known to me to be the President and the Secretary

of the corporation that executed the within instrument, and also

known to me to be the persons who executed it on behalf of such

corporation, and acknowledged to me that such corporation ex-

ecuted the same, and further acknowledged to me that such cor-

poration executed the within instrument pursuant to its by-laws

or a resolution of its Board of Directors.

Notary Public

FOR NOTARY SEAL OR STAMP

BOOK 1473 PAGE 186

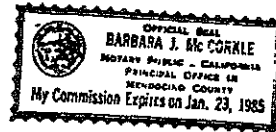
MAIL TAX STATEMENTS AS DIRECTED ABOVE

STATE OF CALIFORNIA

County of Mendocino

On September 4, 19 84 before me, the undersigned a  
 Notary Public, do and for said State, personally appeared ALLEN M. LONG  
 known to me to be the person whose name is subscribed to the within instrument as a witness thereto,  
 he, who being by me duly sworn, deposed and said that he resides at Mendocino  
County that CLIFFORD W. HOBBY  
and EARL PHILLIPS

personally known to him to be the President and the  
 Secretary of the corporation that executed the within instrument or agents the same  
 and that they are known to him to be the person who executed the within instrument of such  
 corporation, or I acknowledge to him that such corporation executed the same, and together  
 as knowledge of him that such corporation executed the within instrument of parties to the in-  
 strument or a resolution of its Board of Directors, and that agent CLIFFORD W. HOBBY  
 as a witness to said instrument.  
 My commission expires 1-23-85  
 WITNESS CORPORATION BARBARA J. McCORMIE



BOOK 1473 PAGE 187

13233

## MENDOCINO COUNTY

Received By:  
County of Mendocino:

DocuSigned by:

By: Carmel J. Angelo, CEO / County Purchasing Agent

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7/15/2019

Return to:

Redwood Valley County  
Water District  
P. O. Box 177  
Ukiah, California 95482

19386

RECORDED AT REQUEST OF

*Bell, C. L. by amon*  
BOOK 1169 PAGE 125  
SEP 6 8 13 AM '78

OFFICIAL RECORDS  
MENDOCINO COUNTY, CALIF.

*Walter Richardson*  
RECORDED

and Fee

GRANT OF EASEMENT FOR PIPELINES

REDWOOD VALLEY, CALIFORNIA  
CONGREGATION OF JEHOVAH'S WITNESSES

grant to REDWOOD VALLEY COUNTY WATER DISTRICT an easement to construct, inspect, maintain, reconstruct, or alter water pipelines; and for the further purpose of erecting, maintaining and replacing signs and markers noting or warning of the location of said pipeline or pipelines and for the further purposes of surveying within said easement and right of way and placing or replacing surveying stakes and monuments of a permanent nature thereon.

The easement is located in the County of Mendocino, State of California, and it is described in "Exhibit A" attached hereto.

The property affected by the easement is all of the property occupied by the grantors, or any of them, within the easement above described, including but not limited to the real property within said easement, which property is more particularly described in "Exhibit B" attached hereto.

REDWOOD VALLEY, CALIFORNIA CONGREGATION OF JEHOVAH'S WITNESSES

*Edward Awe*  
By: Edward Awe, President

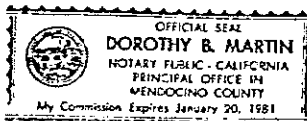
*Earl Phillips*  
By: Earl Phillips, Vice President

GRANTORS

BOOK 1169 PAGE 125

## MENDOCINO COUNTY

STATE OF CALIFORNIA,

Said County of MENDOCINO }On this 6th day of October in the year one thousand nine hundred and seventy-sevenbefore me, Dorothy B. Martin, a Notary Public,  
State of California, duly commissioned and sworn, personally appeared Edward J. Awe,  
and Earl Phillipsknown to me to be the President and Vice Presidentof the corporation described in and that executed the within instrument, and also known to me to be  
the person who executed the within instrument on behalf of the corporation therein named, and  
acknowledged to me that such corporation executed the same Redwood Valley,California Congregation of Jehovah's WitnessesIN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the  
said County of Mendocino the day and year in this certificate  
first above written.Cawdry's Form No. 28—(Acknowledgment—Corporation).  
(C. C. Seal 1190-1190.1)

(PRINTED 3-1-64) 42-0990

BOOK 1189 PAGE 126

Notary Public, State of California

January 20, 1981

MENDOCINO COUNTY

EXHIBIT A

ROAD "C"

An easement 15 feet wide on each side of the following described line:

Commencing at the intersection of East Road and Road "C";  
thence, along the centerline of Road "C", Northeasterly,  
40 feet, more or less, to the existing Easterly Right-of-  
Way of said East Road and the True Point of Beginning;  
thence, continuing along said centerline, Northeasterly,  
700 feet, more or less; thence Northerly, 750 feet, more  
or less; thence Easterly 520 feet, more or less, to the  
end of this line.



## MENDOCINO COUNTY

and is described as follows:

**EXHIBIT B**

Situate in Lot 110 of Hesley's Survey and Map of the Yokayo Rancho, described as follows:

COMMENCING at a concrete monument lying 40 feet right of Engineer's Station 61+60.09 B.C. as shown on a Record of Survey "Centerlines of Proposed Road through Redwood Valley", filed in Map Case 2, Drawer 1, page 87, Mendocino County Records; thence on a curve to the right with a radius of 2260.00 feet, from which the tangent bears North 25° 34' 52" West, through a central angle of 1° 42' 07", a distance of 67.13 feet to a 1/2 inch iron pipe marked R.C.E. 15311 as shown on a Record of Survey for Don Christiansen, filed in Map Case 2, Drawer 16, page 73, Mendocino County Records; thence North 73° 06' 18" East, 159.00 feet; thence North 20° 08' 50" West, 294.46 feet; thence South 72° 22' 38" West, 107.64 feet to a 24 inch Black Oak tree (now 40"); thence South 73° 03' 38" West, 51.36 feet; thence on a curve to the left with a radius of 2260.00 feet, from which the tangent bears South 16° 26' 40" East, through a central angle of 7° 26' 05", a distance of 293.26 feet to the point of beginning.

EXCEPTING therefrom a 20 foot strip lying North of and contiguous to the Southerly line of the above described real parcel of land.

ct

CLTA Form No. 7 (10-21-69) — Uniform Preliminary Report SEE PAGE TWO FOR EXCEPTIONS

MENDOCINO COUNTY

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed dated October 6, 1977 from Redwood Valley, California Congregation of Jehovah's Witnesses to the REDWOOD VALLEY COUNTY WATER DISTRICT, a governmental agency, is hereby accepted by order of the Board of Directors on October 6, 1977, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: AUG 25 1978

*Philip Jamison*  
Secretary to the Redwood Valley  
County Water District Board of  
Directors.

Received By:  
County of Mendocino

DocuSigned by:

By: Carmel J. Angelo, CEO / County Purchasing Agent

7/15/2019

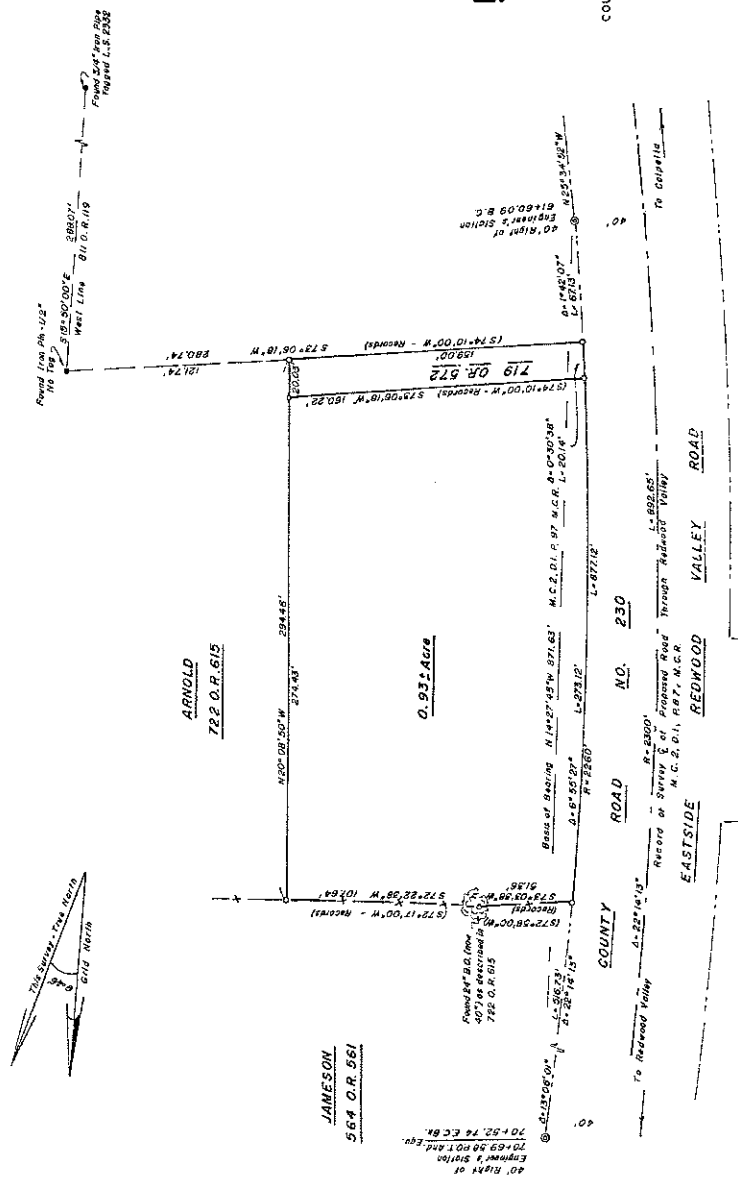
**LEGEND**

- 1/4" Iron Pipe Set Marked R.C.E. (531)
- Monument Found on Specified
- ⊙ 4"x4" Cast-iron Monument (No Tag)
- ⊙ Railroad Spike Set, No Tag
- ( ) Reverts Data - Does not agree with this Survey
- ⊙ Official Records
- ⊙ Office of Census
- ⊙ Angle of Curve
- ⊙ Radius of Curve
- ⊙ Stationing
- ⊙ 8'-0" x 4'

**RECORD OF SURVEY**

**PORTION OF LOT 110 OF  
YOKAYO RANCHO**

COUNTY OF MENDOCINO STATE OF CALIFORNIA  
Scale 1" = 40' May 1971



**SURVEYOR'S CERTIFICATE**

This map correctly represents a survey made by me or under my direction and I am a duly Licensed Surveyor in the State of California. I have read the map and the accompanying data and find them to be correct and in accordance with the request of the San Joaquin Hills Water Agency.

*Paul Noel Wong*  
Paul Noel Wong, R.C.E. No. 15311  
548 Peach Street  
Union, California 95402

**COUNTY SURVEYOR'S CERTIFICATE**

This map has been examined for conformance with the requirements of the Land Surveyor's Act and this is a true and correct copy of the same as the same was filed in the County of Mendocino, State of California, May 1971.

*P. J. Reynolds*  
County Surveyor, Mendocino County, California

**RECORDERS CERTIFICATE**

Filed the 10th day of May, 1971, at 3:15 p.m. in Map Case No. 173, at the request of Paul Noel Wong, by Day of Paul Noel Wong.

*John R. Henderson*  
John R. Henderson, Recorder

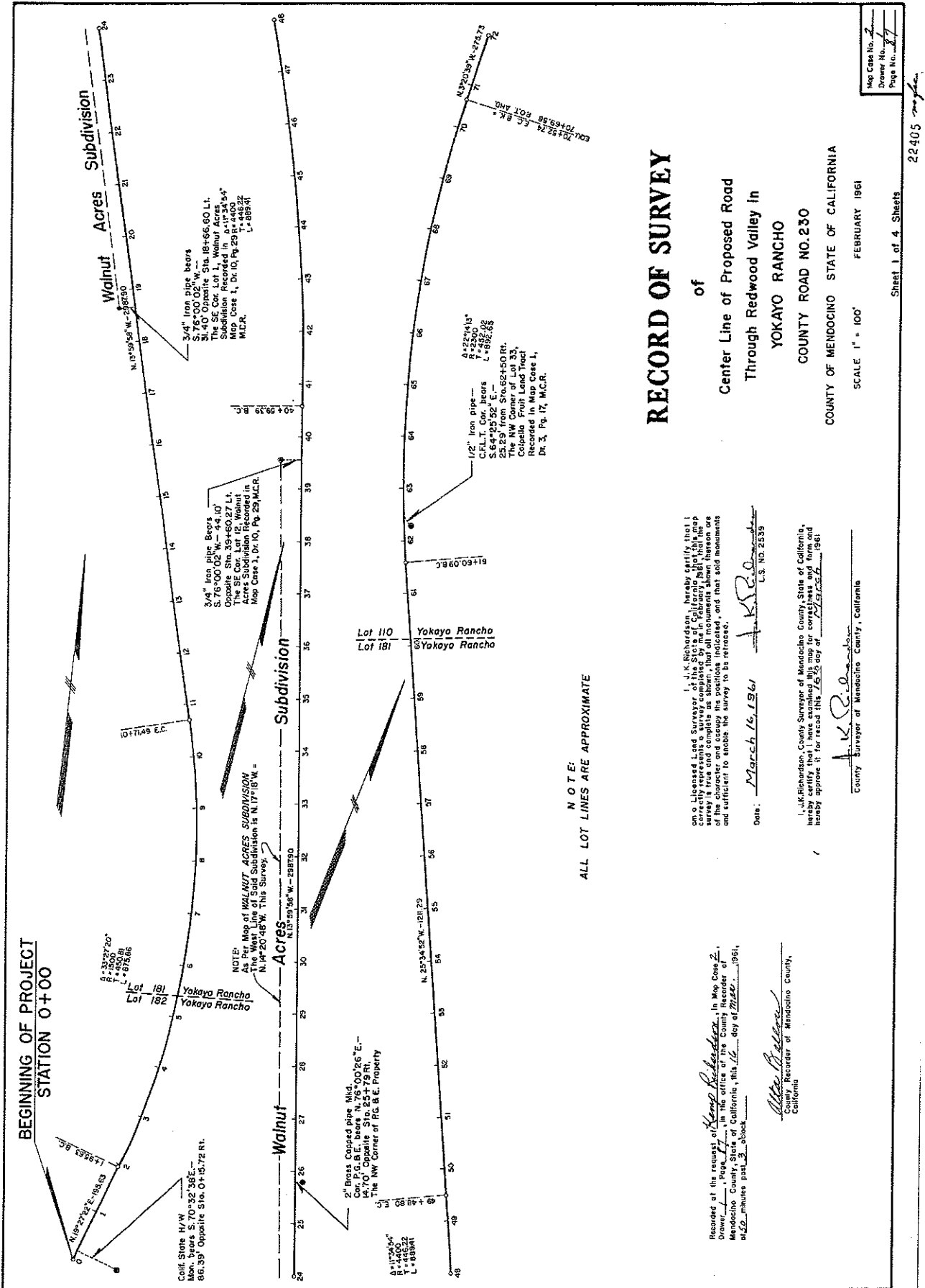
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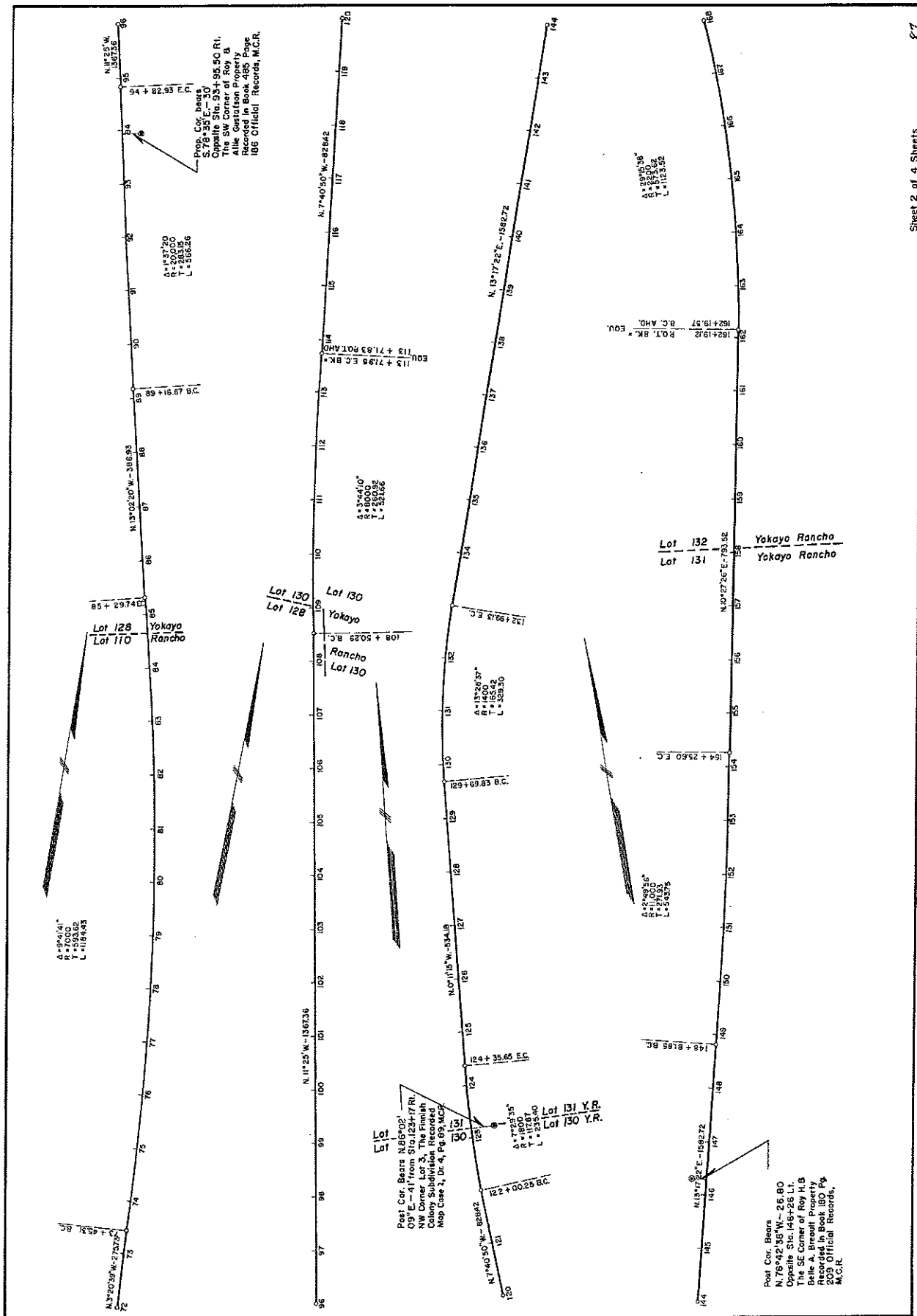
Map Case: 173  
Drawer: 173  
Page: 2

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By: Carmel J. Angelo, CEO / County Purchasing Agent

7/15/2019



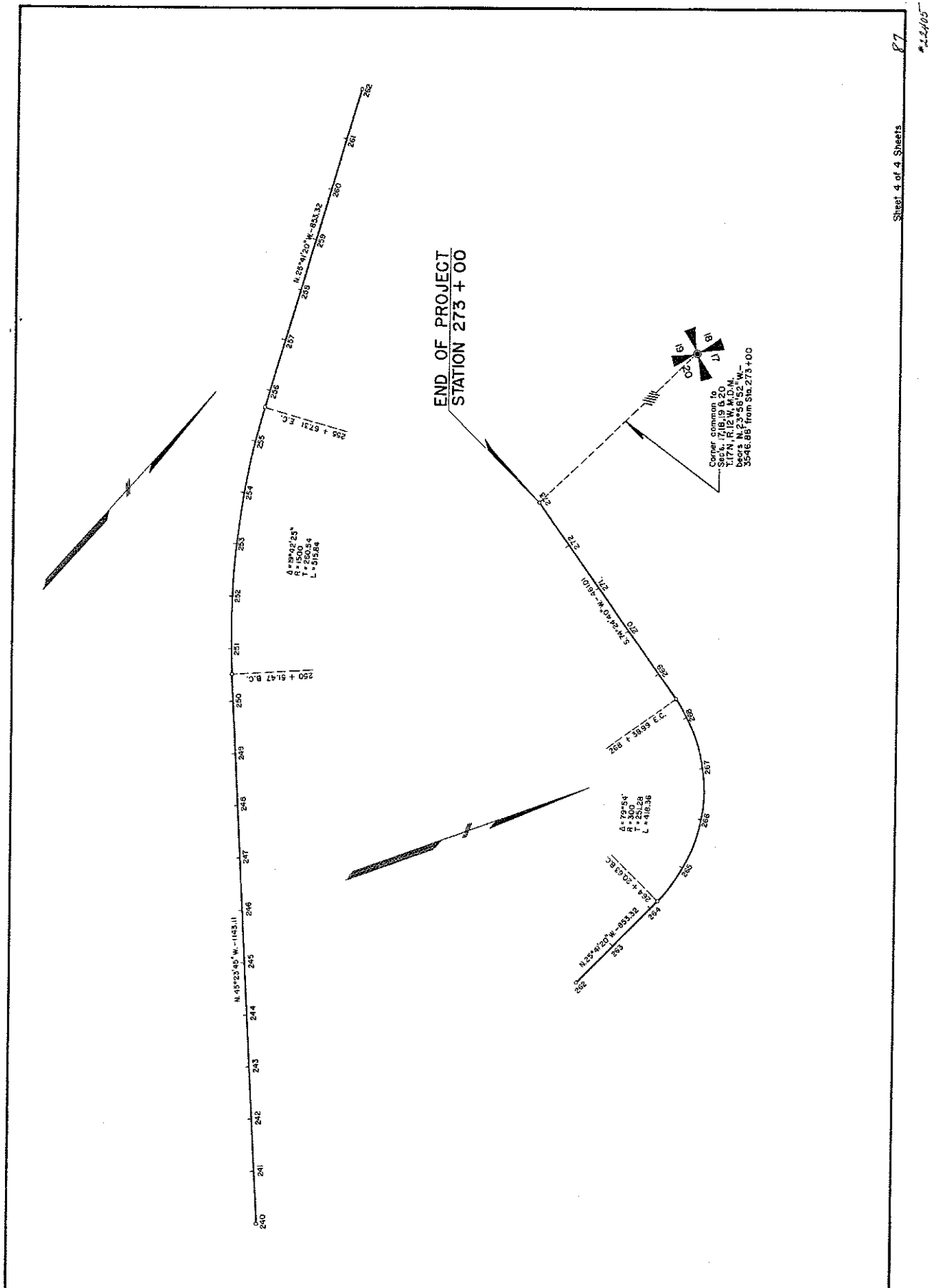


Sheet 2 of 4 Sheets

# 23405-







Booklet Received By:  
County of Mendocino

DocuSigned by:

By: Carmel J. Angelo, CEO / County Purchasing Agent

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7/15/2019

# Commercial Property Owner's Guide to Earthquake Safety

2006 Edition



Published by the  
California  
Seismic Safety  
Commission

State of  
California

Arnold Schwarzenegger,  
Governor



This 2006 Edition of the Commercial Property Owner's Guide to Earthquake Safety replaces the 1998 Edition on October 1, 2006.



## Publishing Information

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### Legislation

This guide has been developed and adopted by the California Seismic Safety Commission as required by the Business and Professions Code Section 10147.

### Ordering Information

Copies of this booklet are available from the California Seismic Safety Commission, 1755 Creekside Oaks Drive, Suite 100, Sacramento, CA 95833. To order call (916) 263-5506 or download via our website at <http://www.seismic.ca.gov/sscpub.htm>

### ***On the Cover:***

**The roof of this department store was not well connected to its walls and partially collapsed in Yucca Valley during the 1992 Landers Earthquake.**

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# ACKNOWLEDGMENTS

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(Saeed Ali, Alternate)  
Hon. Carol Liu, *State Assembly*  
(Donald Manning, Alternate)  
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Dennis Mileti, *Social Services*  
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**The Commission gratefully acknowledges the assistance of the following public and private entities for information, expertise and images:**

Association of Bay Area Governments (ABAG)  
California Association of Realtors (CAR)  
California Building Officials (CALBO)  
California Council of the American Institute of Architects (CC-AIA)  
California Geological Survey (CGS)  
California Department of Insurance (CDI)  
California Department of Real Estate (CDRE)  
California Office of Emergency Services (OES)  
Collaborative for Disaster Mitigation (CDM)  
Committee on Earthquake Safety Issues for Gas Systems  
Earthquake Engineering Research Institute (EERI)  
Humboldt Earthquake Education Center  
National Geophysical Data Center (NGDC)  
Pacific Earthquake Engineering Research Center (PEER)  
Semptra Gas Company  
United States Geological Survey (USGS)

**Disclaimer:** The effects, descriptions, recommendations, and suggestions included in this document are intended to improve earthquake preparedness; however, they do not guarantee the safety of an individual or a structure. The Seismic Safety Commission takes responsibility for the inclusion of material in this document. The State of California, the Seismic Safety Commission, and all contributors to this document do not assume liability for any injury, death, property damage, loss of revenue, or any other effect of an earthquake.

# INTRODUCTION

**Earthquakes**, especially major ones, are dangerous, inevitable, and a fact of life in California. Sooner or later another “big one” will occur.

Earthquakes:

- Occur without warning
- Can be deadly and extremely destructive
- Can occur at any time

As a current or potential owner of a commercial property, you should be very concerned about the potential danger to not only yourselves and others, but also to your property, its contents and functions.

The major threats posed by earthquakes are bodily injuries and property damage, which can be considerable and even catastrophic.

Most of the property damage caused by earthquakes ends up being handled and paid for by building owners.

- Earthquakes have caused over \$58 billion (in 2000 dollars) in direct property losses in California since 1971.
- Large earthquakes in or near major urban centers in California will disrupt the local economy and can disrupt the economy of the entire State.

However, proper earthquake preparation of your building can:

- Save lives
- Reduce injuries
- Reduce property damage
- Avoid prolonged disruptions of functions

As a commercial property owner, you can **significantly reduce** damage to your building by fixing a number of known and common weaknesses.

**This Booklet** is designed to assist you in filling out the Commercial Property Earthquake Disclosure Report (See page 51) when you sell your property.

This booklet is also a good primer to begin strengthening your building against earthquake damage.

It describes:

- Common weaknesses that can result in your building being damaged by earthquakes, and
- Steps you can take to correct these weaknesses.

*There are no guarantees of safety during earthquakes, but properly constructed and strengthened commercial buildings are far less likely to collapse or be damaged during earthquakes. The California Seismic Safety Commission advises you to act on the suggestions outlined in this booklet to make you and your property safer.*



## Your Commercial Property and the Law

***California State Law requires sellers of commercial property built before 1975 that have precast (tiltup) concrete or reinforced masonry walls and wood-frame floors or roofs to:***

- Deliver to the buyer, “as soon as practicable before the transfer,” a copy of *The Commercial Property Owner’s Guide to Earthquake Safety*. (Government Code, Section 8893.2)

***California State Law does not require the seller to:***

- Hire someone to evaluate a commercial property.
- Disclose specific earthquake weaknesses of a commercial property.
- Strengthen a building before selling it.

### ***This Booklet:***

- Describes the most common weaknesses that can cause damage to commercial property in the event of an earthquake.
- Enables the seller to meet the State Law requiring this booklet be given to buyers of commercial property.
- Enables sellers to voluntarily disclose to buyers the typical earthquake weaknesses in commercial property.
- Provides owners with basic information about finding and fixing earthquake-related weaknesses.
- Provides general information about earthquake risks and directions for finding more information on earthquake safety.

## Recommendations...

### ***If You Are Selling***

*Before you sell your commercial property, the following steps are recommended:*

- If you list your property for sale through a real estate broker or agent, you are encouraged, but not required, to give the agent the completed disclosure report (See page 51) as soon as practical. Your agent can give the booklet and the form to the buyer for you.
- You are not required to hire someone to answer the questions on the disclosure form.
- You are not required to remove siding, drywall, plaster or other finishes to answer the questions.
- You are not required to fix the weaknesses before you sell your property.
- However, if you wish, you may get assistance from a licensed building contractor, architect, civil or structural engineer.
- Keep a copy of the form, signed by the buyer, as evidence that you have disclosed earthquake weaknesses.

You may find that you will get a better price for your property if you strengthen earthquake weaknesses before you sell.

### ***If You Are Buying***

*Before you agree to buy commercial property, consider the following recommendations:*

- Have a certified licensed building contractor, architect, civil or structural engineer inspect the property and give you an opinion regarding existing earthquake weaknesses and an estimate of costs to strengthen these weaknesses.
- Consider the location of the building: Is it in or near an Earthquake Fault Zone or in an area where it might be damaged by a landslide, liquefaction, or a tsunami? You may wish to hire a licensed geotechnical engineer and/or engineering geologist to check the stability of the land under the building.
- Negotiate with the seller the cost of strengthening, if any is needed. Local ordinances may require seismic retrofits if a change of occupancy classification or a major remodel is contemplated. In any case, if any weaknesses are not fixed, you may find that repair costs after a damaging earthquake can amount to more than your equity in the property. It is prudent to investigate these issues before you purchase your property.





# SUMMARY OF MAJOR CALIFORNIA LAWS RELATED TO SEISMIC SAFETY

Full wording of all California codes is available at: <http://www.leginfo.ca.gov>.

## Delivering this guide

Each seller of commercial property built before 1975 that has precast (tiltup) concrete or reinforced masonry walls and wood-frame floors or roofs must deliver to the buyer, “as soon as practicable before the transfer,” a copy of *The Commercial Property Owner’s Guide to Earthquake Safety* (this booklet) to inform the buyer of earthquake weaknesses that the property might have. (*Government Code*, Section 8893.2)

## Disclosing masonry weaknesses

Local governments in Seismic Zone 4, where a damaging earthquake is most likely to happen (see map, page 7), must inventory their unreinforced masonry buildings and establish a seismic risk reduction program for these buildings that includes the disclosure of the risk to the building owner (*Government Code*, Section 8875). Owners of buildings in Seismic Zone 4 who received notice that their buildings have load-bearing unreinforced masonry walls must post their buildings with signs warning that they may be unsafe in an earthquake (*Government Code*, Section 8875.8).

If the owner has not brought the building into compliance within three years, the owner shall not receive payment from any state assistance program for earthquake repairs resulting from damage during an earthquake until all other applicants have been paid. (*Government Code*, Sections 8893.1 to 8893.4)

## Earthquake fault rupture disclosure

The Alquist-Priolo Earthquake Fault Zoning Act prohibits building for human occupancy astride active faults. *Public Resources Code*, Section 2621 and following sections, requires sellers of commercial property to disclose to potential buyers if the property is located in a designated fault rupture zone.

## Landslides and liquefaction

The Seismic Hazards Mapping Act requires the state to prepare maps of the zones in California most susceptible to landslide and liquefaction hazards during earthquakes. *Public Resources Code* Section 2694 requires sellers of commercial property to disclose to buyers whether the property is in such a zone. This guide recommends voluntary disclosures of mapped landslide and liquefaction hazards during commercial real estate transactions.

## Publishing this guide

The Seismic Safety Commission is required to develop, adopt, update, and publish *The Commercial Property Owner’s Guide to Earthquake Safety* containing information on geologic and seismic hazards, explanations of structural and nonstructural earthquake hazards, and recommendations for mitigating these hazards, as required by the *Business and Professions Code*, Section 10147.

# PROPERTY TAX AND INSURANCE

## Property Tax Reappraisal Exclusion

California law allows property owners to strengthen their buildings with approved seismic strengthening techniques without the improvement being included in reappraisals that usually raise the property value and the tax owed, according to the *Revenue and Tax Code*, Section 74.5.

If you make an addition, such as adding new rooms to your building, your property tax bill will increase. But a strengthening project to help your building resist earthquakes will not add to your property taxes.

To receive the exclusion you must file a claim form with your county assessor. The work must also be approved as appropriate seismic strengthening by your local building department.

A sample form from the County of Santa Clara is attached on page 53. This form may vary in each county.

## Earthquake Insurance

Earthquake insurance is typically not part of your property owner insurance policy.

The cost of any earthquake insurance policy is based on a number of factors, including your property's location, age, construction type, and value. One thing to consider is to compare your building's expected damage to the deductible and the insurance premiums that would apply to your building if it were insured. You may wish to consult a licensed civil or structural engineer for more specific information on your potential for damage.

Each property owner should consider his or her individual risk factors and then weigh the cost of earthquake insurance coverage against the benefits.

For more information, contact your insurance agent, who can also help you locate an earthquake insurer and estimate annual premiums and deductibles.

In 2005, only slightly more than 11 percent of all commercial property owners in California were insured for earthquakes and damage may fall below deductibles.

# EXAMPLES OF DAMAGE TO COMMERCIAL BUILDINGS



EERI

**Figure 1 - Partial Collapse of an Industrial Building.** Poor connections between the walls and the roof caused this collapse.



Frannie Edwards

**Figure 3 - File cabinet drawers can slide open and unbolted cabinets can topple during earthquakes.**



EERI

**Figure 5 - Concrete Parking Structure Collapse.**



Los Angeles Times

**Figure 2 - Northridge Earthquake, Jan. 17, 1994.** Collapse of the lower, soft story of this apartment rendered it uninhabitable.



Nabih Youssef

**Figure 4 --Department Store Collapse in Northridge 1994.** Fortunately no lives were lost since the earthquake occurred before store hours.



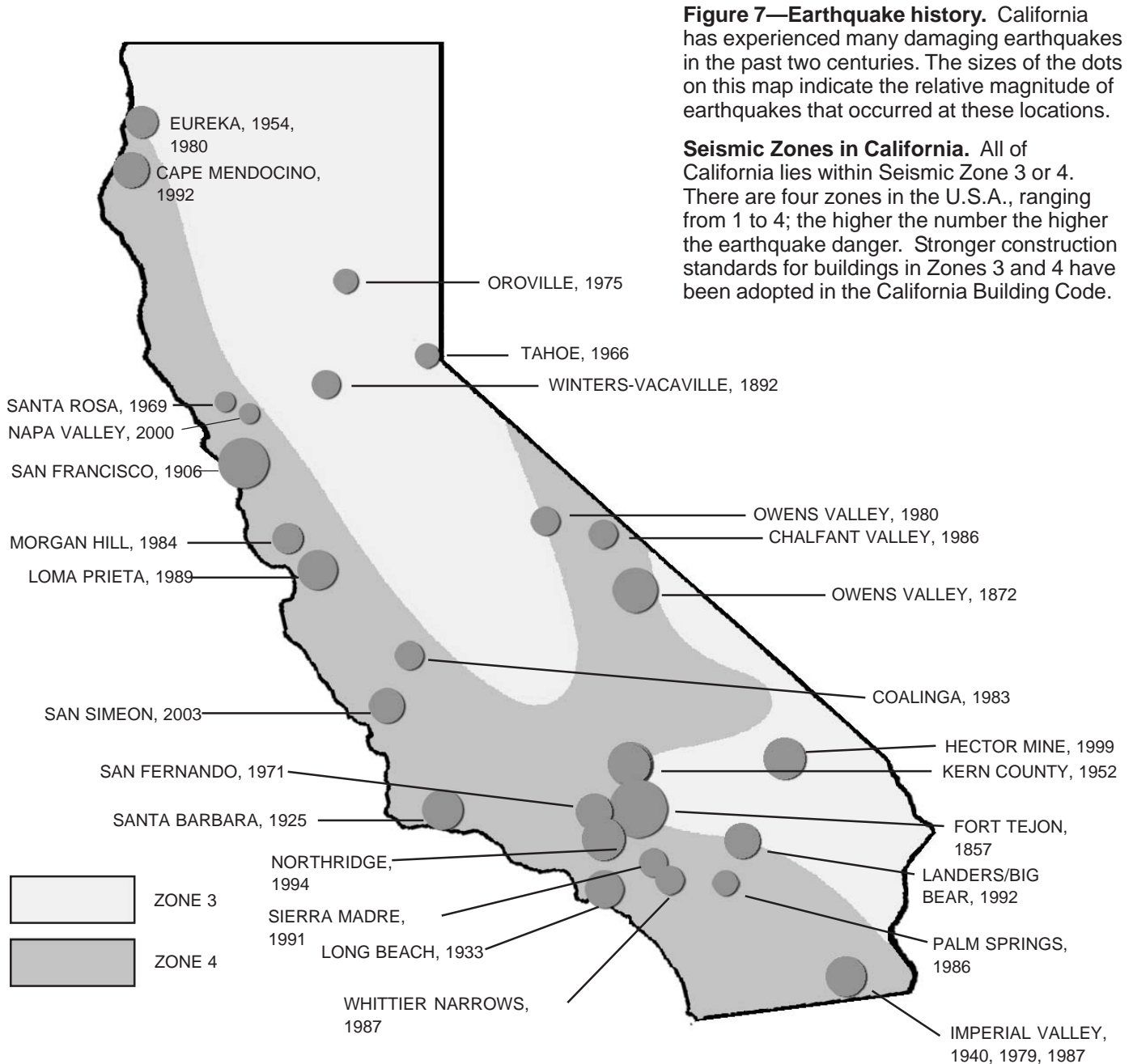
Josh Marrow

**Figure 6 - San Simeon Earthquake, Dec. 22, 2003.** The Acorn Clock Tower Building constructed of unreinforced masonry collapsed killing two people.



# EARTHQUAKE MAPS OF CALIFORNIA

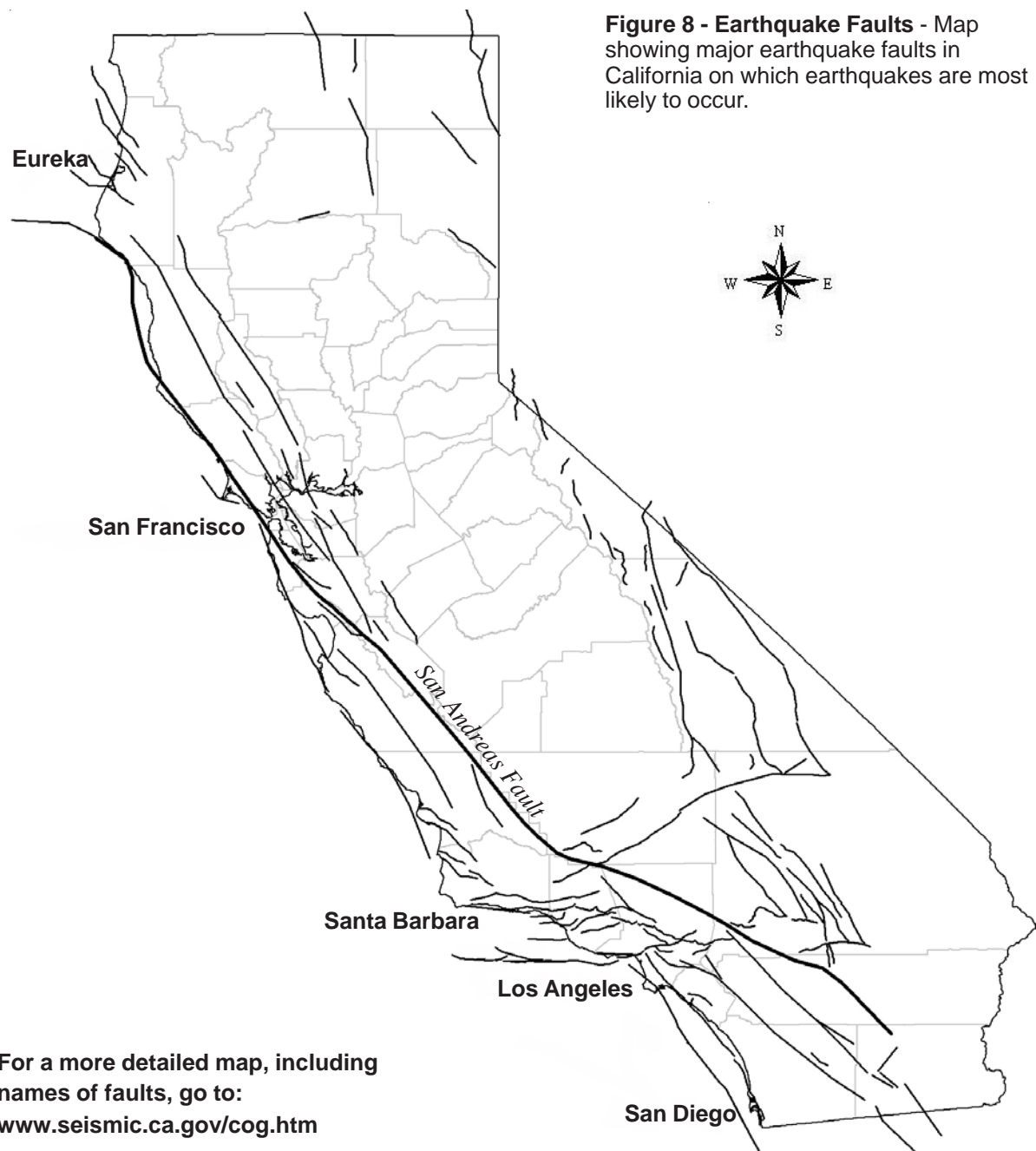
## Damaging Earthquakes in California



Source: California Geological Survey; Earthquake History of the U.S., U.S. Department of Commerce and Interior, 1982; Records of California Office of Emergency Services; compiled and revised by California Seismic Safety Commission, 2004; International Code Council, California Building Code 2001 Edition.



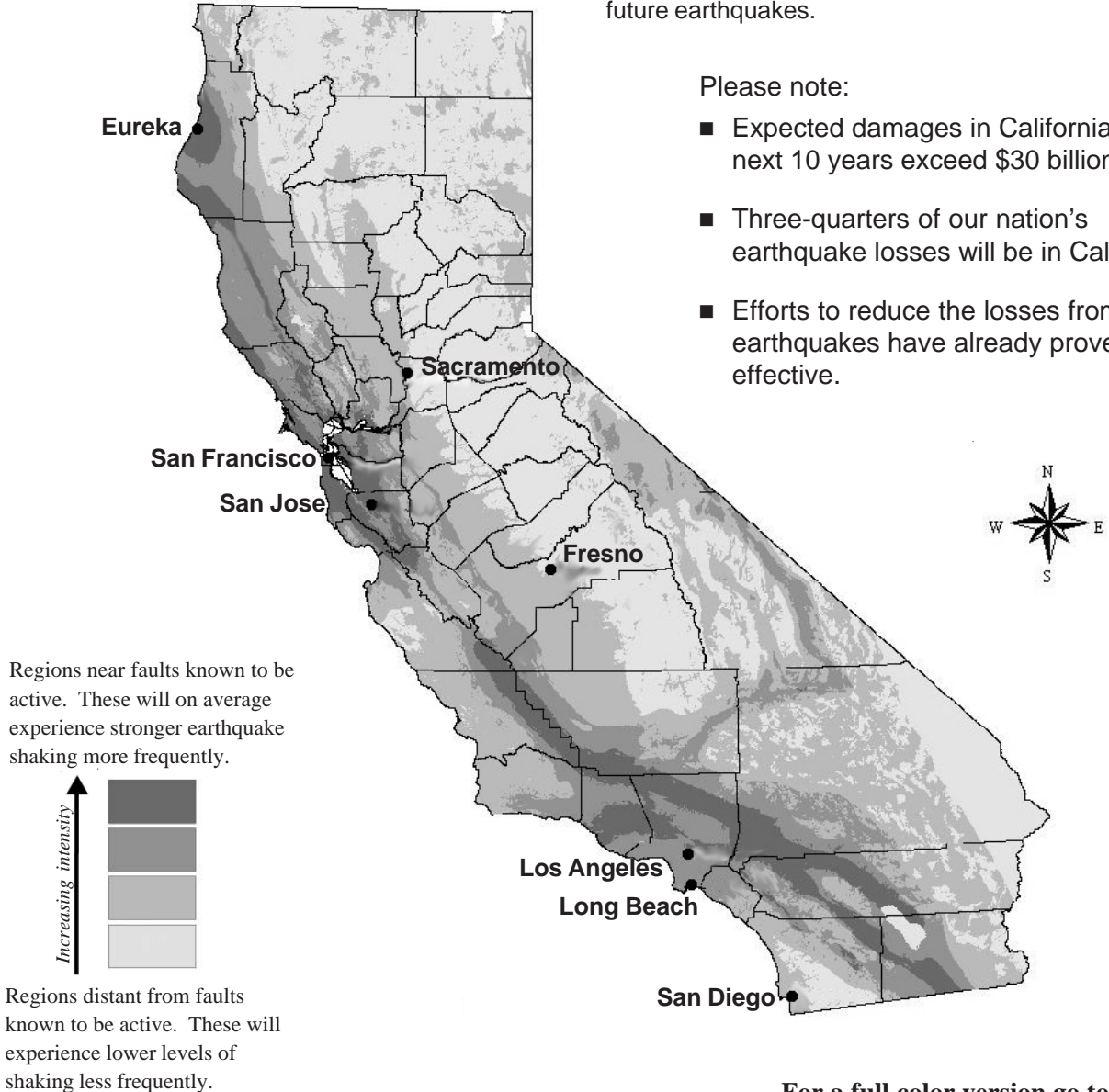
## Major Earthquake Faults in California



Map courtesy of California Geological Survey. Fault locations modified from seismic sources used in Revised 2002 California Probabilistic Seismic Hazard Maps.

## SIMPLIFIED Earthquake Shaking Potential Map for California

**Figure 9 - Earthquake Shaking Potential Map -**  
This map shows the relative intensity of ground shaking and damage in California from anticipated future earthquakes.



Data source: California Seismic Safety Commission, California Geological Survey, Governor's Office of Emergency Services, and United States Geological Survey, April, 2003, Earthquake Shaking Potential for California, California Seismic Safety Commission Publication No. 03-02.

# ADDITIONAL RESOURCES

There are many additional resources available. Some are web sites and some are books or pamphlets.

- The California Seismic Safety Commission has created a webpage that provides links to other sites that are appropriate for commercial property owners interested in improving the earthquake safety of their buildings.

Visit [www.seismic.ca.gov/cog.htm](http://www.seismic.ca.gov/cog.htm)

- FEMA also provides a wide variety of information suitable for the commercial property owner, including the availability of, and registration for, federal disaster aid programs after a damaging earthquake or other disasters.

Visit [www.fema.gov](http://www.fema.gov)

- The Governor's Office of Emergency Services also offers helpful emergency preparedness and mitigation advice for the public.

Visit [www.oes.ca.gov](http://www.oes.ca.gov)

# EARTHQUAKE WEAKNESSES

The earthquake weaknesses identified in this section, if not corrected, can result in one or more of the following:

- Injury to occupants and bystanders
- Severe damage to your building
- Broken gas and utility lines
- Fires from broken gas or electric lines
- Damage to floors, walls, and windows
- Damage to the contents in the building
- Damage to the foundations



## ***Remember that:***

- Retrofitting before an earthquake is relatively inexpensive.
- Doing major structural repairs to your building after an earthquake is very expensive.
- Sometimes the damage is extensive enough to require the entire building to be demolished.
- After an earthquake, there is usually a shortage of available licensed contractors and engineers in the impacted area, because of the sudden high demand for their services.
- An appropriate seismic retrofit will reduce future earthquake damage and save you money in the long run.
- Poor quality in building design and construction may also result in earthquake damage, so insist on high quality and strict compliance with building codes when buying, altering, and retrofitting.

*Consult your local Building Department and/or a licensed architect or civil/structural engineer for more detailed information.*

## IDENTIFY WEAKNESSES

# Unbraced Water Heaters

## The Problem

If water heaters are not properly braced, they can topple over during an earthquake causing:

- Broken gas lines and gas leaks
- Fires causing major damage to commercial properties
- Broken water lines and flooding

## How to Identify

- ✓ Is the water heater free-standing?
- ✓ Are there straps or other types of restraints securing the water heater?
- ✓ Are there straps or restraints bolted to the studs?
- ✓ Are there flexible pipes for water and gas connected to the water heater?

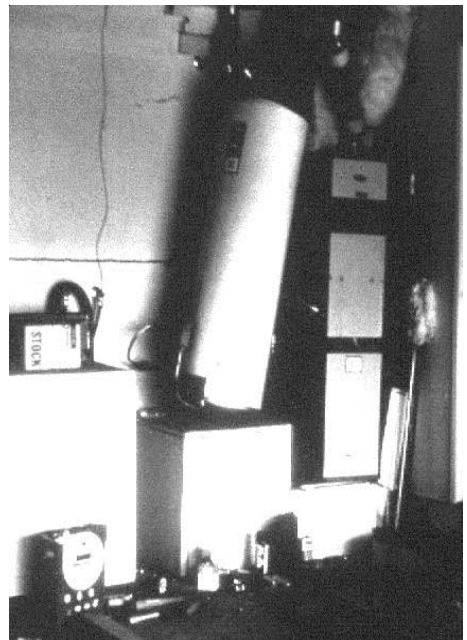
## Remember

- Replacing a water heater after an earthquake can cost more than \$500.
- Repairing fire damage and flooding damage can cost several thousand dollars, including the entire cost of your building!
- There are many different ways of strapping a water heater. One example is shown on the next page. (See page 13)
- Check with your local Building Department for details of local requirements.
- Know where your main water valve is so that you can shut it off if you have a water leak.
- Know where your main gas valve is so that you can shut it off if you hear or smell a gas leak. (See page 36)

Water heater



**Figure 10** - The unbraced water heater in this building fell during an earthquake; the resulting fire destroyed the building.



**Figure 11** - This unstrapped water heater tipped over during the 1984 Morgan Hill Earthquake. Fortunately gas and water lines were not ruptured.

Governor's Office of Emergency Services

Gina Selvadurai

**HOW-TO****Brace Water Heaters**

*Water heaters must be braced (securely attached) to the studs in a wall. California law requires water heaters to be braced at the time of sale, or when a new water heater is installed. (Health & Safety Code Section 19210 to 19217)*

**The Solution**

There are many solutions – all relatively inexpensive when water heaters are located near walls.

- Purchase and install a strap kit or bracing kit from your local hardware store. Be sure the kit is certified by the State Architect.

Other options include:

- Have a licensed plumber strap your water heater according to code.
- Use metal tubing or heavy metal strapping and lag screws and washers to secure the water heater to the wall studs.

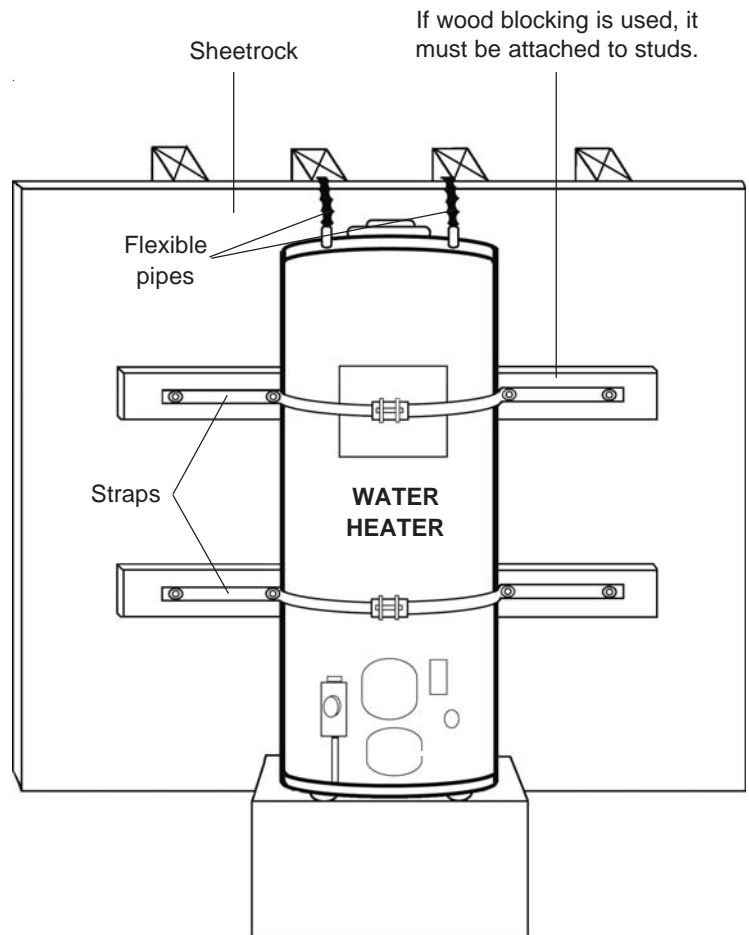
The gas and water lines should also have flexible pipes. These are safer than rigid pipes during an earthquake.

Be sure to check the straps once a year. They may come loose due to vibrations, or other causes.

For water heaters not located near walls, consult a qualified engineer or architect.

**How-to Resources**

- Your local hardware store
- How to Brace Your Water Heater, City of Los Angeles, Department of Building & Safety, Information Bulletin #P/PC 2002-003, June 14, 1999.
- How to Secure Your Water Heater, Governor's Office of Emergency Services, 2003.



**Figure 12: One Method of Water Heater Bracing.** Straps and screws visible with water heater in a garage installation. You may need to add wood blocking.



## IDENTIFY WEAKNESSES

# Walls Poorly Anchored to Floors and Roofs

## The Problem

When earthquakes shake the ground, the various parts of buildings may move in different directions. If the connections (anchorage) between concrete or reinforced masonry walls, wood floors, and roof are weak, walls can pull away. (See figure 13a, b and c.) And the building, or a portion of it, may collapse. Until the mid-1970s, California building codes did not require new buildings to have wall anchorage that was adequate to prevent separation between the walls and the roof.

The Northridge earthquake showed that some types of wall anchorage installed even after 1975 were not adequate to support the walls.

Poor wall anchorage is also common in unreinforced masonry buildings. (See figure 13d.)

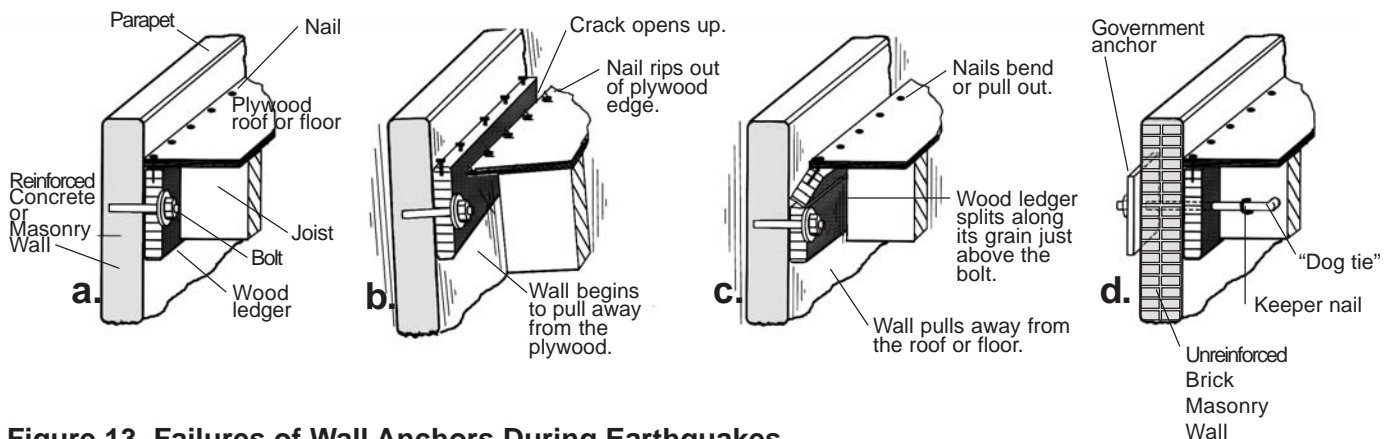
## How to Identify It

Hire a qualified civil or structural engineer to:

- ✓ Check buildings with precast (tiltup) concrete or reinforced masonry walls that were built before 1975 for wall anchorage.
- ✓ It is also a good idea to check all anchorages built before 1995 to ensure they meet post-Northridge Earthquake standards.
- ✓ Check unreinforced masonry building wall anchorages.

## Remember

- A good time to check and fix wall anchorage is when you replace or patch your roof.

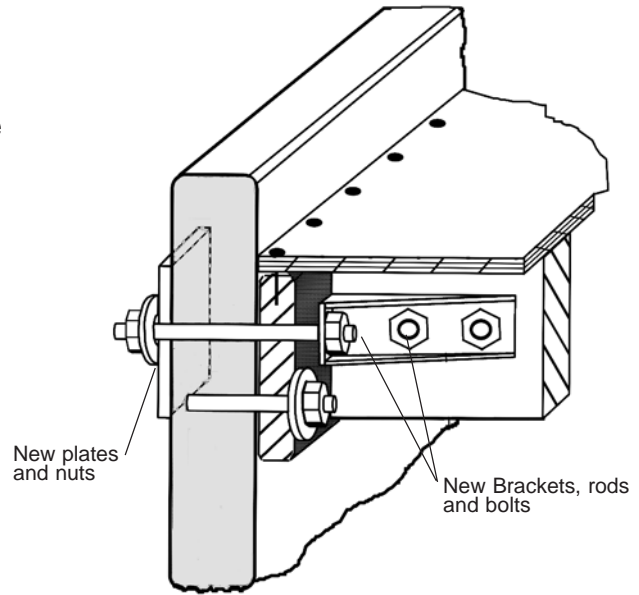


**Figure 13—Failures of Wall Anchors During Earthquakes.**

- a. The roofs and floors of many concrete tiltup and masonry buildings rest on ledgers bolted into the wall.
- b. When an earthquake occurs, the building's movement may rip out the nails holding the roof in place,
- c. or split the ledger along the wood grain allowing the roof to collapse.
- d. "Dog ties," also known as government anchors, will not always prevent unreinforced masonry walls from separating from floors or roofs

**HOW-TO****Strengthen Wall Anchors****The Solution**

- If you suspect your building has poor wall anchorage, consider hiring a qualified engineer or architect to determine the most cost-effective way to strengthen it.
- Technical information for engineers to use when designing strengthened wall anchors can be found in Appendix Chapter A2 in the *International Existing Building Code*, published by the International Code Council.
- Contractors can add new anchorage and continuous ties across the roof. Work can be done inside above the ceiling (see figure 14) or on the roof, at relatively low cost.



**Figure 14 — Strengthening Wall Anchors.** One of several ways to strengthen the connections between the roof and floor joists and the walls is to install brackets and rods that go through the walls and attach to the joists.



CA Seismic Safety Commission

**Figure 15 — Wall Anchors Can Prevent Failures Like This.** Even newer buildings are not immune to earthquakes. This reinforced masonry strip mall was built in the 1980's but did not comply with the building code. The wall anchorage failed in the 1992 Landers Earthquake. Its front wall fell into the parking lot.

## IDENTIFY WEAKNESSES

# Unreinforced Masonry Walls and Parapets

## The Problem

Buildings built of unreinforced masonry (URM) — brick, hollow clay tiles, stone, concrete blocks, or adobe—are very likely to be damaged in earthquakes because the mortar holding the masonry together may not be strong enough to resist earthquake forces.

These buildings are usually brittle; they cannot flex and return to their original shapes as wood-frame buildings can. In addition to the danger of buildings' collapsing during earthquakes, masonry can peel off the tops of walls, pull away from floors or roofs, and fall on people, neighboring buildings, or streets below.

Even if your building is safe, your neighbor's unreinforced masonry building may damage your building, injure your employees or tenants, or disrupt commerce in your area.

## How to Identify Unreinforced Masonry

If walls are made of brick or stone (which you can determine from the outside unless the walls are covered), check to see if they have “header courses” of bricks turned endwise every five or six rows (see figure 16) to hold unreinforced brick walls together. If the building was built before 1940, the walls are most likely unreinforced.

If walls are made of concrete block, it can be difficult to determine whether reinforcing steel was added during construction. The services of an experienced testing laboratory may be able to determine whether reinforcing steel is present. Otherwise, consulting the building's plans, which may be on file with the building department, might be the only way to tell without damaging the wall.

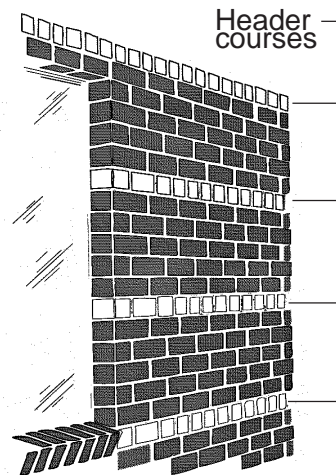
## How to Identify Unbraced Parapets

Parapets are tops of walls that extend up above roofs. Unbraced parapets have no visible steel members connecting the top or side of the parapet to the roof.



*J. Dewey, USGS, Courtesy of NGDC*

**Figure 16** - The second-story wall of this unreinforced masonry building was not well-tied to the roof, and the building collapsed during the 1994 Northridge earthquake.



**Figure 17 – Header courses.** Header courses of bricks are usually placed endwise every six or so rows in unreinforced masonry walls to tie the outer layer of bricks to the layers inside the wall.



**Figure 18 - Parapets.** They are the tops of walls above the roof can fall off buildings like this one nearly did in Rio Dell during the 1992 Cape Mendocino Earthquake.

**HOW-TO****Retrofit URM Walls and Parapets****The Solution**

Strengthening unreinforced masonry requires anchoring the walls to the floors and roof, adding interior partitions or walls, installing braces, or other measures. Strengthening will greatly reduce the hazards to life but may not guarantee that unreinforced masonry buildings will be repairable after an earthquake. Unreinforced masonry is a weakness that requires the services of a qualified and experienced engineer or architect to correct.

**Notify the Public with Warning Signs**

If your unreinforced masonry building is located in seismic zone 4 (see page 19) and you received notice from your local government that it contains unreinforced masonry bearing-wall construction, owners must post signs at entrances that say:

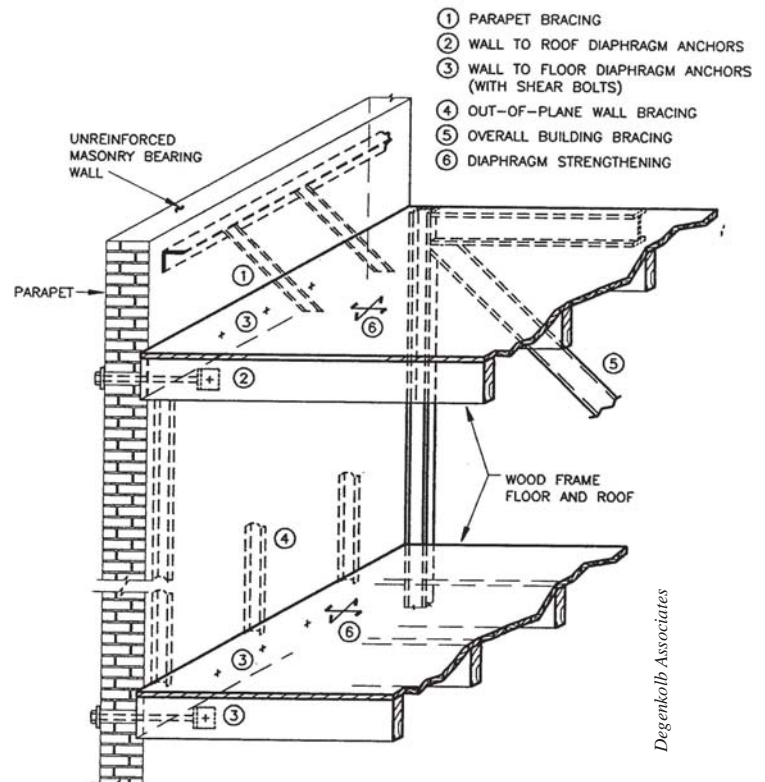
**This is an unreinforced masonry building.**

**Unreinforced masonry buildings may be unsafe in the event of a major earthquake.**

The sign must be in a conspicuous place at the entrance of the building, it must be at least 5 inches by 7 inches, and it must be lettered in bold type no smaller than 30 points in size. This posting requirement does not apply to unreinforced masonry buildings if the walls are non-load-bearing and have steel or concrete frames.

If this placard was not installed prior to January 1, 2005, owners are required to install the following 8 inch by 10 inch sign (*Government Code, Section 8875.8(a)*):

**Earthquake Warning.**  
**This is an unreinforced masonry building.**  
**You may not be safe inside or near unreinforced masonry buildings during an earthquake.**



**Figure 19 - Ways to Retrofit URM buildings.**

Owners that retrofit their buildings can take down warning signs or replace them with the following:

**This building has been improved in accordance with the seismic safety standards of a local building ordinance that is applicable to unreinforced masonry.**



**Figure 20 - Unbraced Parapets can Injure and Kill - This parapet on the front of the building in Figure 18 fell on the sidewalk.**



## IDENTIFY WEAKNESSES

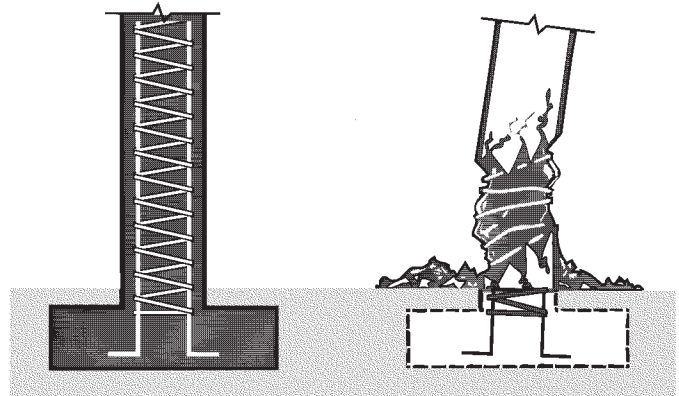
# Poorly Reinforced Concrete Walls or Columns

## The Problem

By itself, concrete is brittle and easily cracked during an earthquake. But with the addition of reinforcing steel, concrete buildings can be made strong enough to withstand earthquake forces.

However, the concrete walls or columns of structures erected before 1975 often lack enough reinforcing steel to keep them from collapsing or being damaged beyond repair.

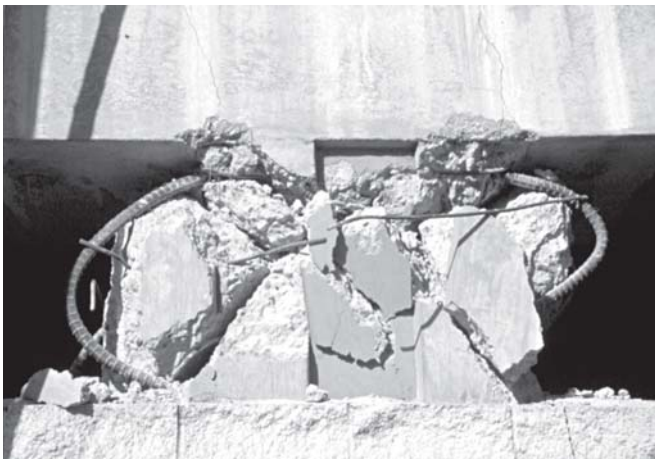
These buildings can pose the greatest threat to life in major earthquakes because, though total collapse of these buildings is rare, just one collapse could cause hundreds of deaths. In 1971, three concrete hospital buildings in the San Fernando Valley collapsed, killing 52 people; 43 people were killed in the collapse of a concrete freeway viaduct during the Loma Prieta earthquake of 1989. These structures lacked sufficient steel to confine the concrete and allow it to bend but not fall apart (See figure 21).



**Figure 21 –Lack of Reinforcing steel.** If the confining reinforcing steel in a column is too widely spaced (a), it will not be able to keep the vertical reinforcing bars and the concrete in place when it is shaken by an earthquake (b).

## How to Identify

Hire an engineer or architect to help you review your building's plans and determine whether it has this weakness, particularly if the building has many large windows, an irregular shape, or a tall, open first floor.



**Figure 22 -** Short columns in this parking structure failed in the 1994 Northridge earthquake. Modern building codes now require much more reinforcing steel for such short columns.

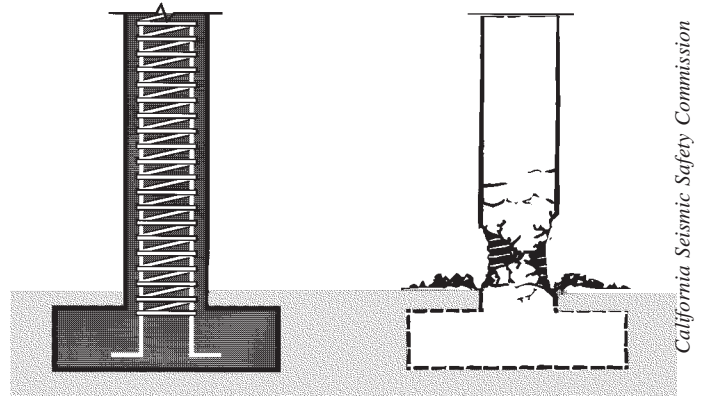


A. Johnson

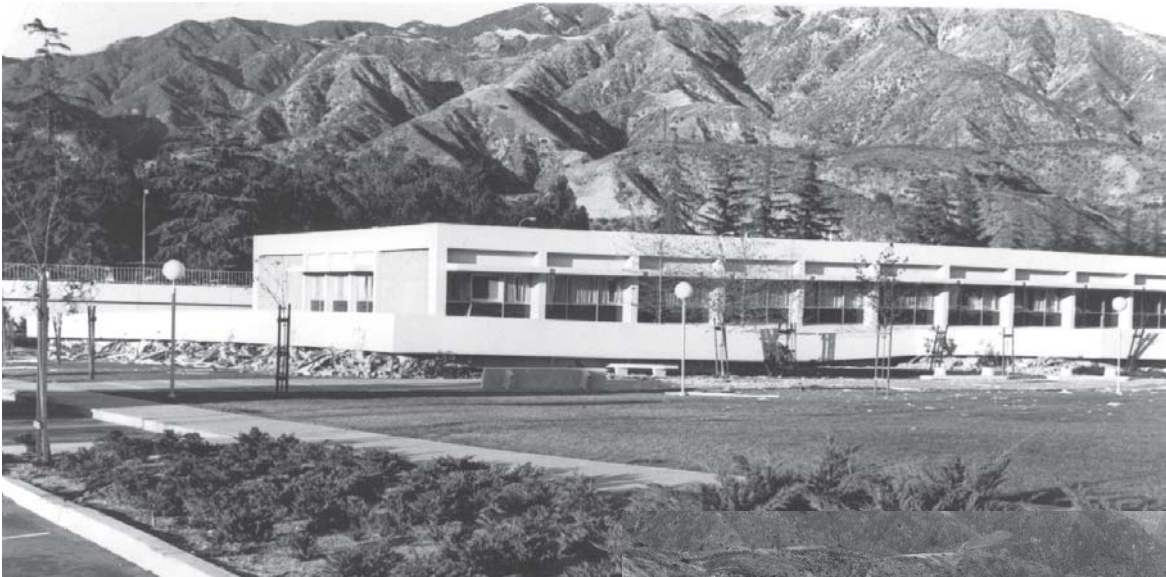
**Figure 23 -** This medical office building's exterior cladding affected the way its frame responded to shaking, and the columns failed during the 1994 Northridge earthquake. The building was demolished and all medical records inside were destroyed.

**HOW-TO****Strengthen Concrete Walls and Columns****The Solution**

New walls or bracing can be added, and columns can be wrapped with confining material, so that these buildings can survive ground shaking. A qualified engineer or architect can help you decide on the most cost-effective way to strengthen your building.



**Figure 24** - The addition of more confining steel (c) keeps the vertical reinforcing bars from buckling and the concrete from shifting so that the building continues to be fully supported (d) even if it is damaged in an earthquake.



**After the Earthquake**

**Figure 25** - The walls and columns holding up the Psychiatric Unit of the Olive View Hospital weren't adequately reinforced; they collapsed in the San Fernando Earthquake of 1971. It was a two-story building before the earthquake. Only because the earthquake occurred during an early hour of the morning, the building was fortunately not occupied and a large loss of life was avoided. This type of construction is common in older California commercial and institutional buildings.



**Before the Earthquake**



## IDENTIFY WEAKNESSES

# Steel Frame Buildings

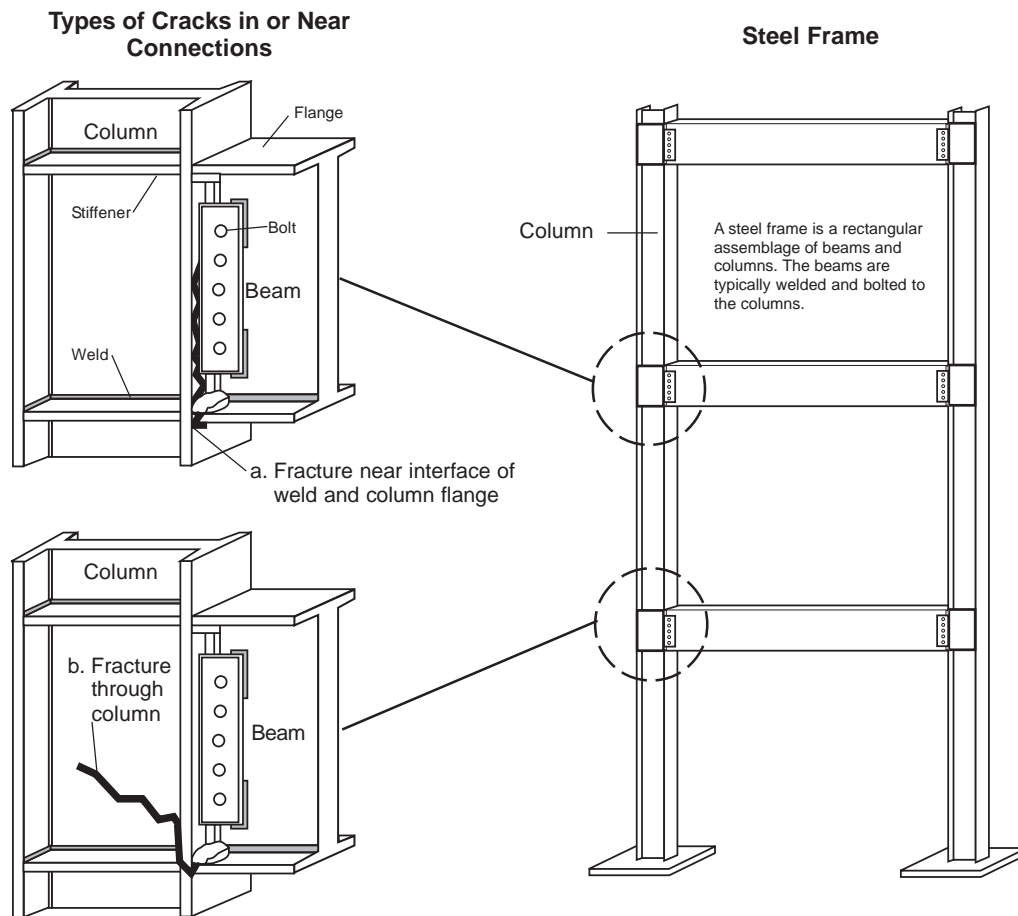
## The Problem

In past earthquakes, fractures (cracks) occurred in steel frame buildings built before 1995 in two locations: (1) in welds and steel elements in or near steel beam-to-column connections (see figures 26 and 27); and (2) in column base plates (see figure 28).

Such fractures are often small and hard to detect because they may be covered by fireproofing, interior walls and ceilings, and exterior facades. Slender or thin-walled steel braces can buckle prematurely in buildings built before 1982. See figure 29).

The reasons for damage to steel members are not fully known but may include workmanship, design, welding procedures, and material characteristics.

Some buildings with subtle structural damage also will suffer movement-related damage such as cracked finishes around columns and beams, cracked or out-of-plumb partitions or door frames, damaged ceilings, and broken glass. In cases of extreme damage, partial collapse may be possible.



**Figure 26—Steel Frame. Two types of cracks found in steel frame buildings after earthquakes.**  
(Adapted from photo provided by Los Angeles Times.)

**HOW-TO****Retrofit Steel Frame Buildings****How to Identify**

If your steel frame buildings have been exposed to strong ground shaking in the past and you have observed the damage described above, contact an appropriately experienced structural or civil engineer or architect to assess the need to investigate critical areas in the buildings. Owners of other steel buildings who are concerned about the potential for such damage are also encouraged to obtain qualified opinions.

Building investigations typically involve removing finishes and fireproofing at the beam column connections, visual observations, and testing, where appropriate. This work may disrupt occupants for a short time.



**Figure 27**—This steel frame connection unexpectedly cracked in the 1994 Northridge earthquake.



**Figure 28**—A 4-inch-thick steel plate supporting the base of a column at the Oviatt Library at CSU Northridge fractured in the 1994 earthquake.

**The Solution**

Repair and retrofit techniques and recommended guidelines are currently available from the Federal Emergency Management Agency (FEMA 350 to 353), the American Institute of Steel Construction (AISC 2005 Seismic Provisions and AISC 358) and the International Code Council (ICC) (see “Resource Organizations” on page 48). Local government ordinances may also apply. Engineers should obtain and consider these latest guidelines, codes and standards when designing retrofits or repairs.



**Figure 29**—A six-story steel braced frame building was damaged after the 1995 Kobe Earthquake in Japan. 4,000 to 8,000 small commercial buildings and 1,000 to 2,000 large commercial buildings were destroyed or severely damaged in that event.

## IDENTIFY WEAKNESSES

# Soft Story Multi-Unit Residential Buildings

## The Problem

Apartments and condominiums with parking or commercial space on the first floor are prone to collapse if ground floor walls and columns are not strong enough to hold up the building during earthquakes.



**Figure 30**—Apartments with tuck-under parking like this can collapse. This building is leaning but did not collapse in the 1994 Northridge earthquake.



**Figure 31**—A similar apartment building's soft story collapsed on cars during the same earthquake.

## How to Identify

Buildings with parking at the ground floor, or large amounts of windows and few solid walls can have earthquake weaknesses. Consult with a qualified engineer or architect to help you evaluate your building's condition.

## The Solution

Soft, weak, or open front stories can be strengthened to prevent collapse. You should rely on the advice of a qualified engineer or architect.



**Figure 32**—This modern wood-frame apartment building had a central driveway. It collapsed inward over unbraced entrances to crush first-story parking during the 1994 Northridge earthquake.

## IDENTIFY WEAKNESSES

# Other Unusual and Irregular Building Types

## The Problem

Buildings with irregular configurations, unusual designs, long spans, large assembly areas, or other unique features can be more vulnerable to earthquake damage than simple buildings. Numerous parking structures suffered partial collapse during the Northridge earthquake.

## How to Identify

Consult with a qualified engineer or architect to identify the hazards, if any, of unusual designs and features. A building that is anything other than a plain box with four walls, floors, and a roof needs careful engineering attention. Irregularities in the building's footprint can be earthquake weaknesses. Buildings with long spans over large assembly areas such as theaters, auditoriums, and churches should be carefully evaluated, since a collapse could be catastrophic.



Karl Steinbrugge NISEE

**Figure 33** - This six story lift slab building collapsed in the 1964 Alaskan Earthquake.

## The Solution

The earthquake weaknesses of irregular or unusual building features can be reduced by strengthening or other means. You should rely on the advice of a qualified engineer or architect.



Harold Engle NISEE

**Figure 34** - This unusual building with a tall story, long spans and large windows was severely damaged in the 1933 Long Beach Earthquake.



## IDENTIFY WEAKNESSES

## Other Vulnerable Features

### The Problems

*Chimneys*—Unreinforced brick and stone chimneys often collapse in earthquakes. These chimneys should be braced or replaced to prevent injury or property damage.

*Signs, marquees, canopies*—These items should be braced so they do not pose a hazard to passersby. Check periodically to make sure their connections are not rusting away.

*Heavy roofs*—Buildings with heavy roofs (clay, tile, and slate, for example) shake more in an earthquake than buildings with lighter roofs. Such roofing materials may even fall off, injuring people and damaging objects below.

*Stairs, balconies, overhangs*—If these features aren't properly braced or attached to the building, they can collapse or prevent occupants from leaving the building after an earthquake.

*Dry rot, insect infestation, deterioration*—Dry rot, termites, boring beetles, or lack of maintenance can weaken a building and make it more prone to earthquake damage.

### The Solutions

If your property has one or more of the features described above, get an architect or engineer who is experienced in earthquake strengthening of existing buildings to give you a quick, preliminary evaluation.

Use such an evaluation to help you decide what to do to make sure your building and its occupants can survive a damaging earthquake.

Keep features such as children's play areas, outdoor restaurants, and storage areas out of the striking range of falling masonry, roof tiles, parapets, and overhangs.

Replace infested or deteriorated building material before you strengthen.



California Seismic Safety Commission

**Figure 35** - The chimney on this building fell on the stair-way in the 1992 Big Bear earthquake, cutting off a means of escape for persons on the second floor.



J. Dewey, USGS

**Figure 36** - Stairs to an apartment building collapsed during the 1994 Northridge earthquake.

## IDENTIFY WEAKNESSES

# Poorly Anchored Exterior Cladding & Signage

## The Problem

The cladding on the outside of some buildings can sustain damage and even fall off if it does not allow the building to flex when the ground shakes. Precast concrete cladding, with or without stone facing, is heavy. The steel connections holding it to the building must be strong enough to allow the building to move in an earthquake without failing. In addition, gaps or joints between cladding units must be large enough and in the right places to accommodate building movement.

## How to Identify

Engage a qualified engineer or architect to help you evaluate the condition of cladding and its ability to allow for earthquake movement.

## The Solution

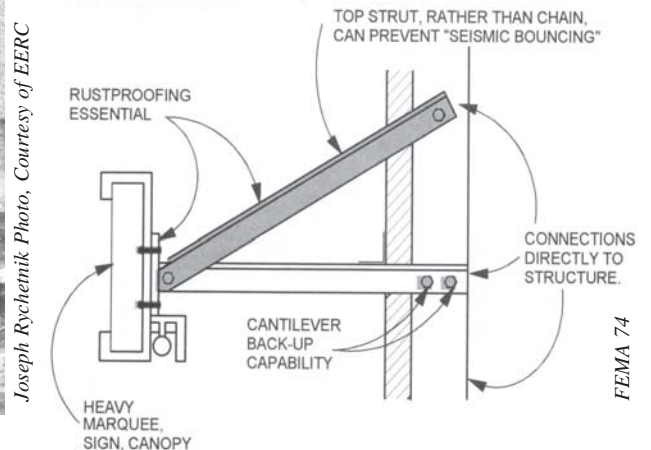
Poor connections can be strengthened or replaced. You will need to hire a qualified engineer or architect.



**Figure 37** - Cladding on this store in Anchorage failed in the 1964 Alaska earthquake.



**Figure 38** - The sign on this commercial building fell in the 1979 Imperial Earthquake.



**Figure 39** - Simple retrofits can prevent signs from falling.



## OTHER CONCERNS

# Unattached or Unbraced Building Contents

## The Problem

The contents of your building can be damaged or can cause damage in earthquakes. They may injure your building occupants or block emergency exits; it can be expensive to repair and replace items that are broken. You should be concerned about contents, not only to protect your property but also to guard against deaths or injuries.

Earthquake shaking may cause light fixtures and bookshelves to fall, and other large items to topple or move across the floor (see figures 40 to 63). Equipment may be disabled or severely damaged. It may take considerable time and money to replace or repair computers, vital records, and specialized technical equipment. Heavy crates or boxes stacked high, such as those in warehouses or discount stores, can fall on tenants, employees, or customers.

## How to Identify

Look around your building for items that could fall or move during earthquakes. Could your file cabinets fly open, allowing the contents to scatter on the floor? Could unanchored storage or display shelves topple or lose their contents?



CA Seismic Safety Commission

**Figure 41** - Pallets of canned goods stored in this building fell off the shelves during the 1989 Loma Prieta earthquake and pushed out the concrete wall of this Hollister warehouse.



Degenkolb Associates

**Figure 40** - Shelves like these can topple like dominos.



Bill McKevitt, EERI

**Figure 42** - The storage rack collapsed in this warehouse-style retail store during the 1994 Northridge earthquake. Heavy items such as the sofa in the center of the photo crashed to the ground and could have injured employees and shoppers.

**HOW-TO****Brace and Attach Building Contents****The Solutions**

Door latches, braces, and fasteners to fix nonstructural hazards can be installed as part of your regular maintenance activities.

Fasten heavy equipment and furniture to the floor or to the studs in the walls.

Store heavy objects on low shelves or in areas that pose fewer hazards.

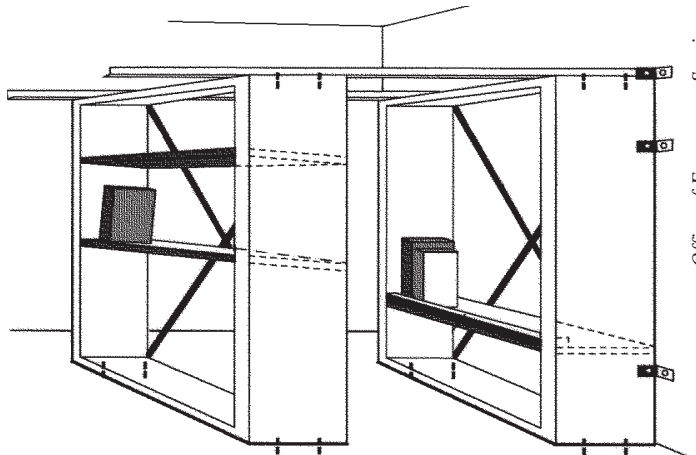
Make sure your employees or tenants secure items such as tall furniture or equipment when it is installed or moved.

See the Earthquake Checklist for Building Contents on page 35, Resource Organizations on page 48, and [www.seismic.ca.gov/cog.htm](http://www.seismic.ca.gov/cog.htm) for help in identifying and dealing with these hazards.



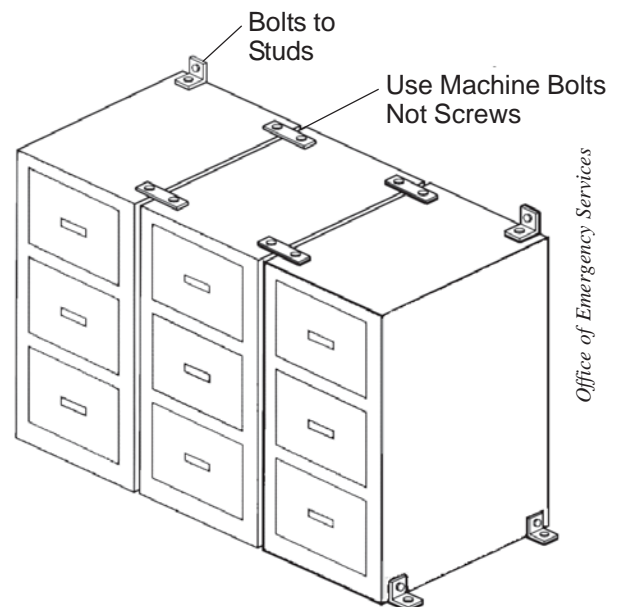
Wiss, Janney, Elstner & Associates, Inc. FEMA 74

**Figure 44—Toppled file cabinets.** In the 1994 Northridge Earthquake, businesses were disrupted.



Office of Emergency Services

**Figure 43—Securing shelves and furniture.** Attach rows of shelving and other tall pieces of furniture to the wall and to each other for support; tilt the shelves or install shelf parapets or other restraints to keep objects from falling off shelves.



Office of Emergency Services

**Figure 45—Bolting file cabinets.** Bookcases and file cabinets should be bolted to the wall and to each other to keep them from falling. File drawers should have latches so they can't open in earthquakes.

## OTHER CONCERNS

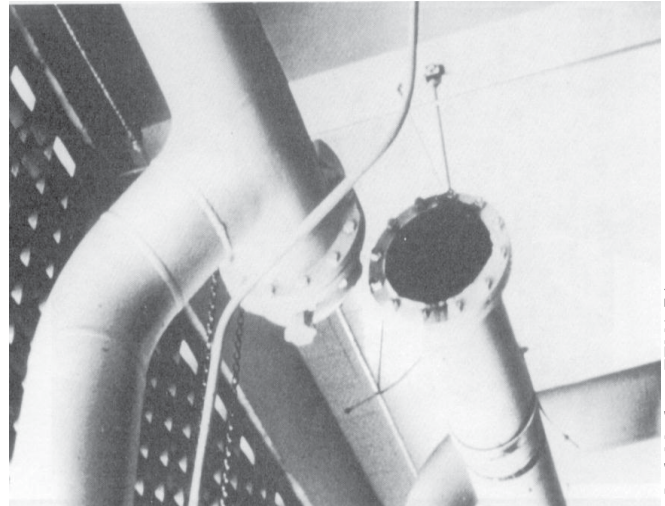
# Unattached or Unbraced Building Equipment

## The Problem

If mechanical and electrical equipment such as air conditioners, water or propane tanks, boilers, and shop equipment are not securely attached to a wall, floor, or roof, it can topple or slide in earthquakes. If gas, electrical, water supply, or waste lines are broken when these items move, they may cause fire or flood damage.

## How to Identify

Examine mechanical or electrical equipment to see if there are anchors, metal straps, or braces around them that are bolted to the wall, floor, or roof. Make sure the bolts go into the wall studs or solid concrete, not just the drywall or plaster. Pull on the straps or braces to make sure they are secure and taut.



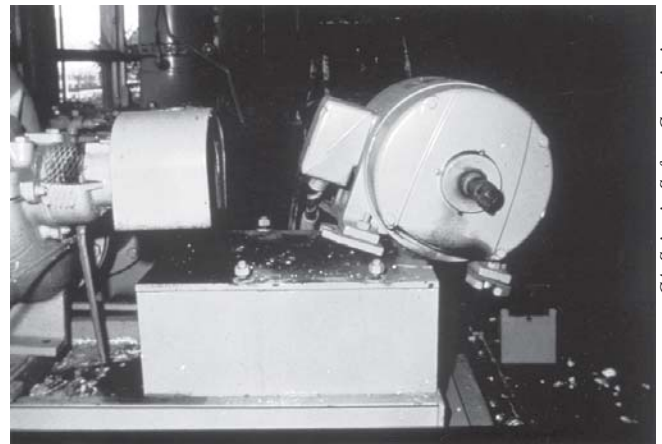
Jack Meehan FEMA 74

**Figure 47** - This pipe joint separated during the 1971 San Fernando Earthquake.



Don Jephcott, EERI

**Figure 46** - The support pedestal system of this oxygen tank at Olive View Medical Center was damaged after the 1994 Northridge earthquake, leaving the tank leaning. The tank is shown after it was removed to allow for installation of a replacement unit.



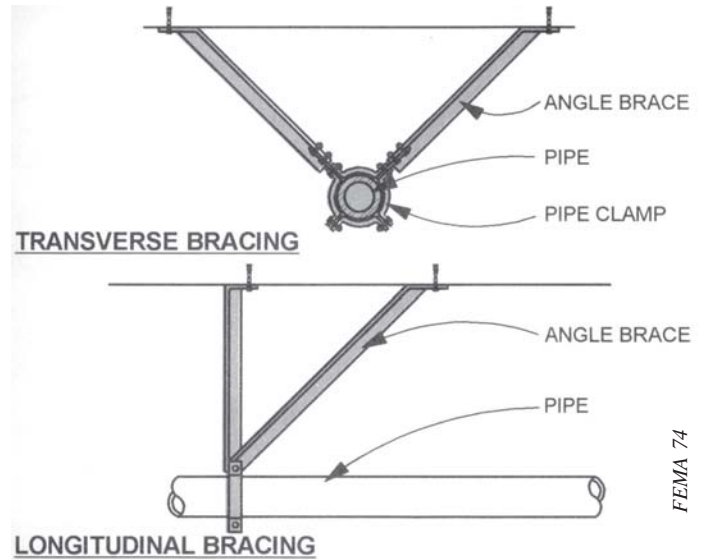
CA Seismic Safety Commission

**Figure 48** - This motor slid out from under the heads of the bolts holding it down. Tight bolts installed in holes—rather than slots—in its base would have held it in place.

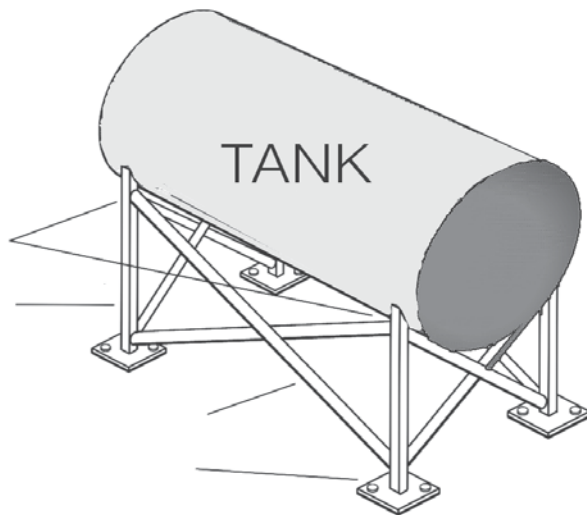
**HOW-TO****Attach or Brace Building Equipment & Piping****The Solutions**

The equipment can be secured to the structure by using bolts or braces (see figures 49 to 51).

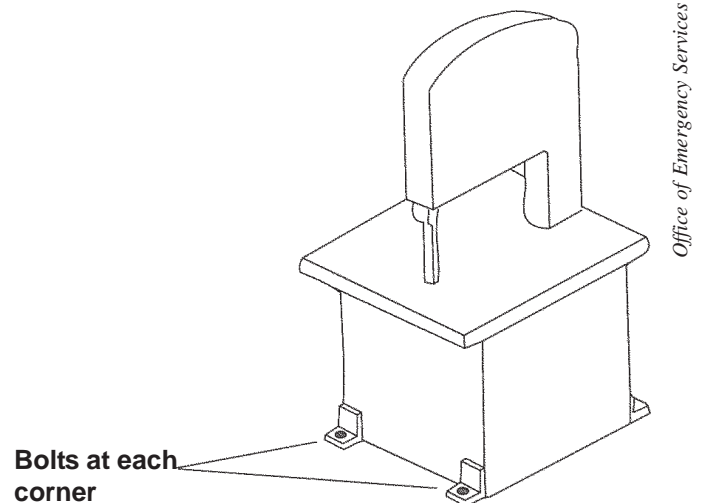
Add flexible connections between the equipment and gas and water lines. Avoid rigid connectors to solid pipe, which may fail in earthquakes.



**Figure 50—Bracing Pipes.** Adding diagonal braces to keep pipes from swaying can prevent damage and disruption.



**Figure 49—Bracing tanks.** Tank supports should be cross-braced as well as bolted to the floor.



**Figure 51—Bolting equipment.** Light equipment can be bolted to a concrete floor with expansion bolts. For methods of securing heavier equipment, consult an engineer.



## OTHER CONCERNS

# Unbraced Ceiling Systems

## The Problem

Unbraced acoustic-tile ceiling systems can shake loose during earthquakes. Heavy light fixtures and duct vents are particularly hazardous to occupants if they are not properly connected to the roof or the floor above (see figures 52 to 54). Unbraced ceilings can hit fire sprinkler heads, which may release water and flood the building.

## How to Identify It

Lift a ceiling tile and look up into the space above the ceiling. If the tiles seem loose in their frames, they may fall when the building begins to move. In rooms more than 12 feet wide, you should see diagonal wires and vertical pipe struts connecting the ceiling tiles' framework to the building's framing above, spaced every 12 feet.

Look for wide, secure supports for the ceiling framework around the room's edges.

Each light fixture and duct vent should be securely supported with at least two wires to the building framing above.

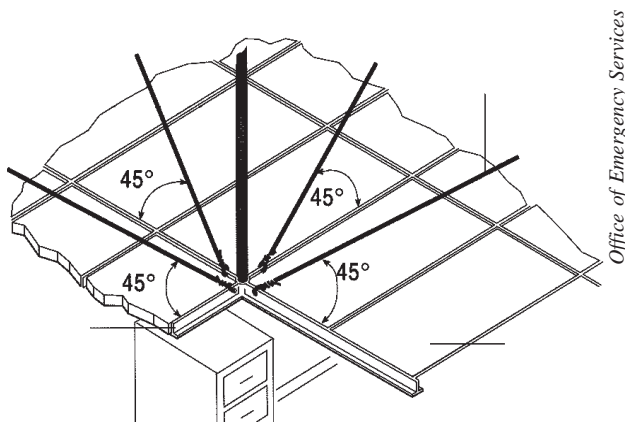
## What Can Be Done

Wire hangers and braces can be added to ceiling systems, light fixtures, sprinklers, and vents. You can either make the additions yourself or hire a contractor.

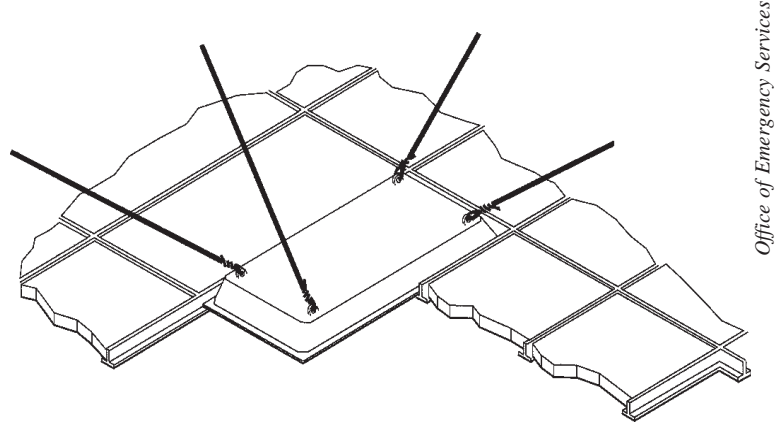
Make sure there are gaps that will allow pipes to move where they pass through ceilings and partitions.



**Figure 53** - This building sustained extensive interior nonstructural damage during the 1994 Northridge earthquake. Parts of the ceiling grid and tiles have fallen.



**Figure 52—Bracing ceilings.** This view from the top of the ceiling tiles shows diagonal bracing and struts to keep the tiles from falling in earthquakes.



**Figure 54—Lighting fixtures.** Fluorescent lighting fixtures should be secured so they will not present hazards.

## OTHER CONCERNS

# Large Windows

## The Problem

If a building has large windows, the glass may break when the ground shakes, especially if there are only narrow walls on each side of the windows. In a major earthquake, buildings with large storefront windows can lean over and even collapse if the front wall is inadequately braced. Buildings on crowded city blocks are especially prone to damage if the buildings are near enough to pound against each other during earthquakes.

## How to Identify It

Check to see if there are solid walls, diagonal braces, plywood panels, or heavy steel frames next to any large window. Such a window does not always indicate an earthquake weakness. There are no simple rules of thumb for determining whether or how much bracing is needed or where it should go.

You will need the help of an architect or engineer with experience in earthquake strengthening.

## What Can Be Done

New steel framing or plywood paneling can be installed around a storefront window. New window mullions can be added to replace a large piece of plate glass; this change will allow for more movement. Plastic film can be applied to the windows to keep the pieces from scattering if a window does break.

You should consult a qualified architect or engineer if you have large or numerous windows, especially on the ground floor of your building.



**Figure 55**—The front window of this Fortuna auto parts store broke in the 1992 Cape Mendocino earthquake.



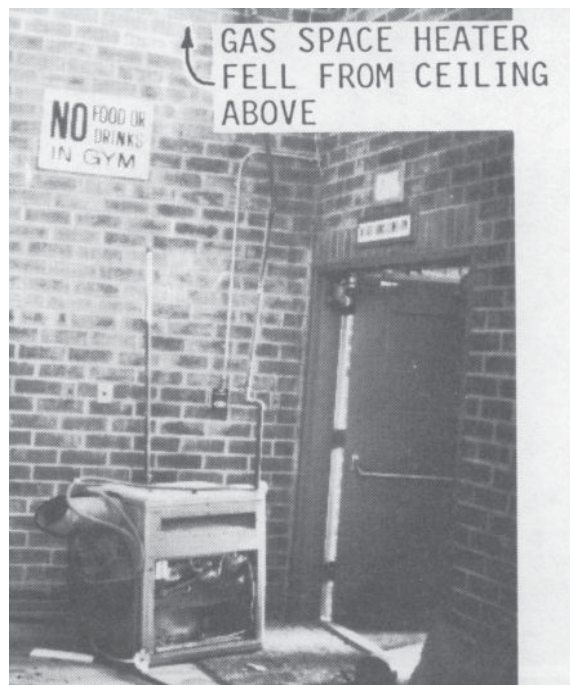
**Figure 56**—The windows in this San Francisco building probably broke because its frame flexed too much in the Loma Prieta earthquake of 1989.



**HOW-TO****Attach Ceiling-Mounted Items**

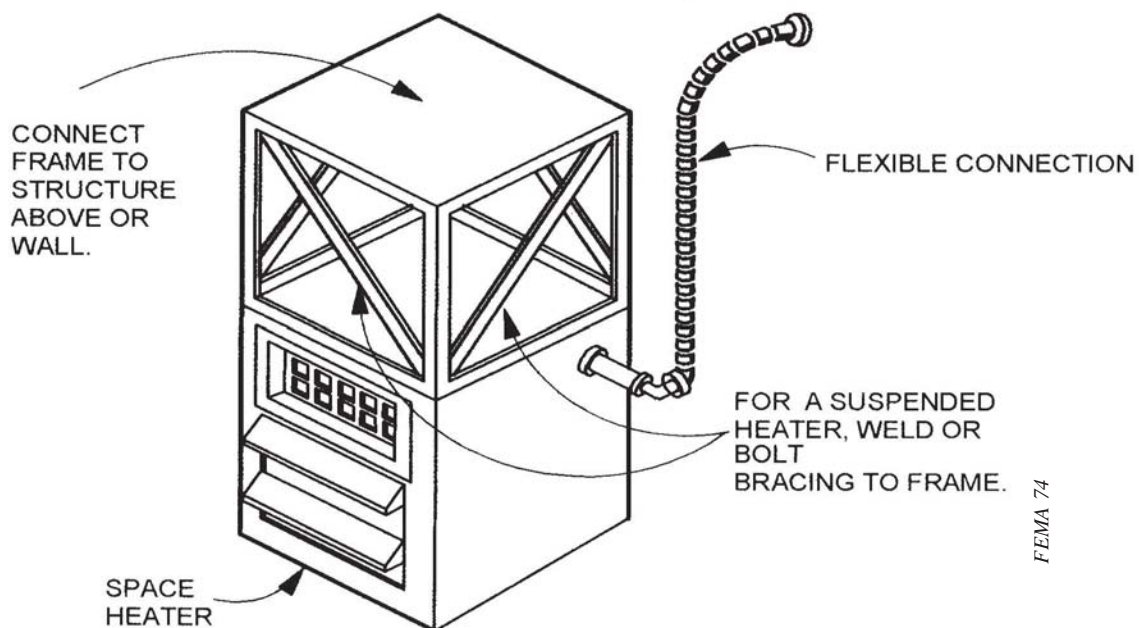
Bob Reitherman

**Figure 57** - A broken sprinkler pipe caused extensive water damage after it was sheared off by ceiling movement in the 1994 Northridge Earthquake.



C. Wilton, Scientific Service, Inc. FEMA 74

**Figure 58** - Equipment that is not well connected to ceilings above can fall and cause serious injuries.



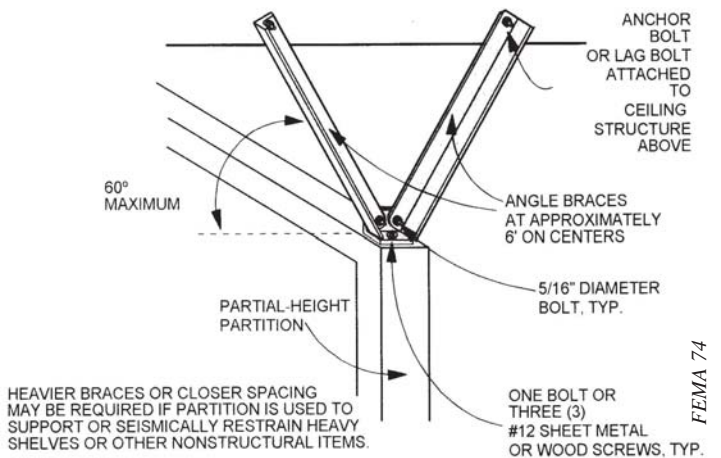
FEMA 74

**Figure 59** - Prevent suspended equipment from falling with proper connections and bracing.

**HOW-TO****Attach Partitions**

**Figure 60** - Partitions and ceilings toppled onto office spaces during the 1994 Northridge Earthquake.

Wiss, Janney, Elstner Associates, Inc. FEMA 74.



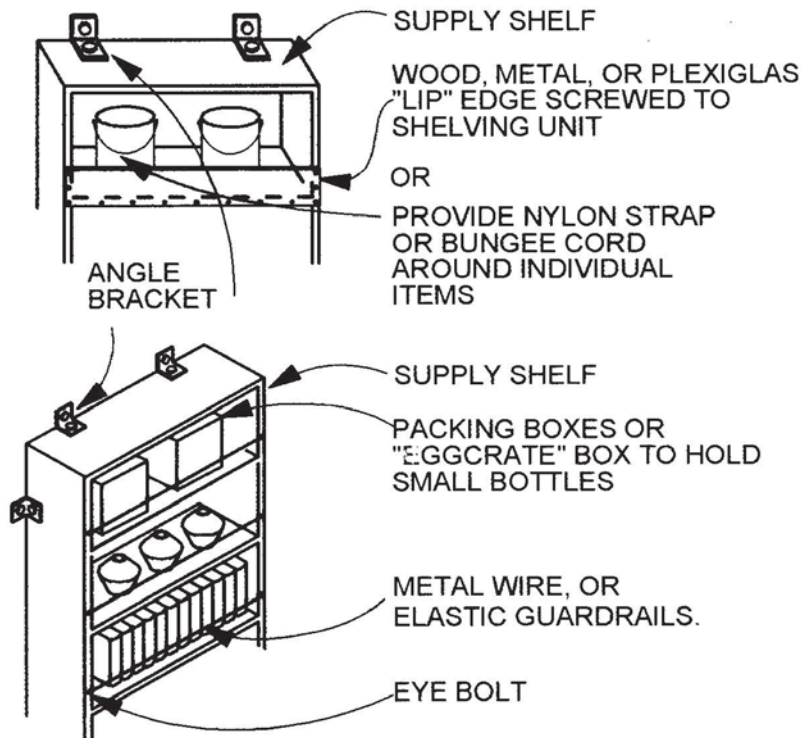
**Figure 61** - Adding braces to the top of free-standing partitions can prevent them from toppling.

## Resources for How-to Attach & Brace Nonstructural Items:

- Reducing the Risks of Nonstructural Earthquake Damage, FEMA 74.
- International Building Code, 2006 Edition.
- Minimum Design Loads for Buildings and Other Structures, ASCE 7-05, American Society of Civil Engineers.
- Nonstructural Earthquake Hazards in California Schools, DSA, CSSC, OES, 2000.
- Installing Seismic Restraints for Mechanical, Electrical, and Duct and Pipe, FEMA 412, 413, and 414, 2002, 2004.
- Seismic Considerations for Steel Storage Racks, FEMA 450, 2005.

## OTHER CONCERNS

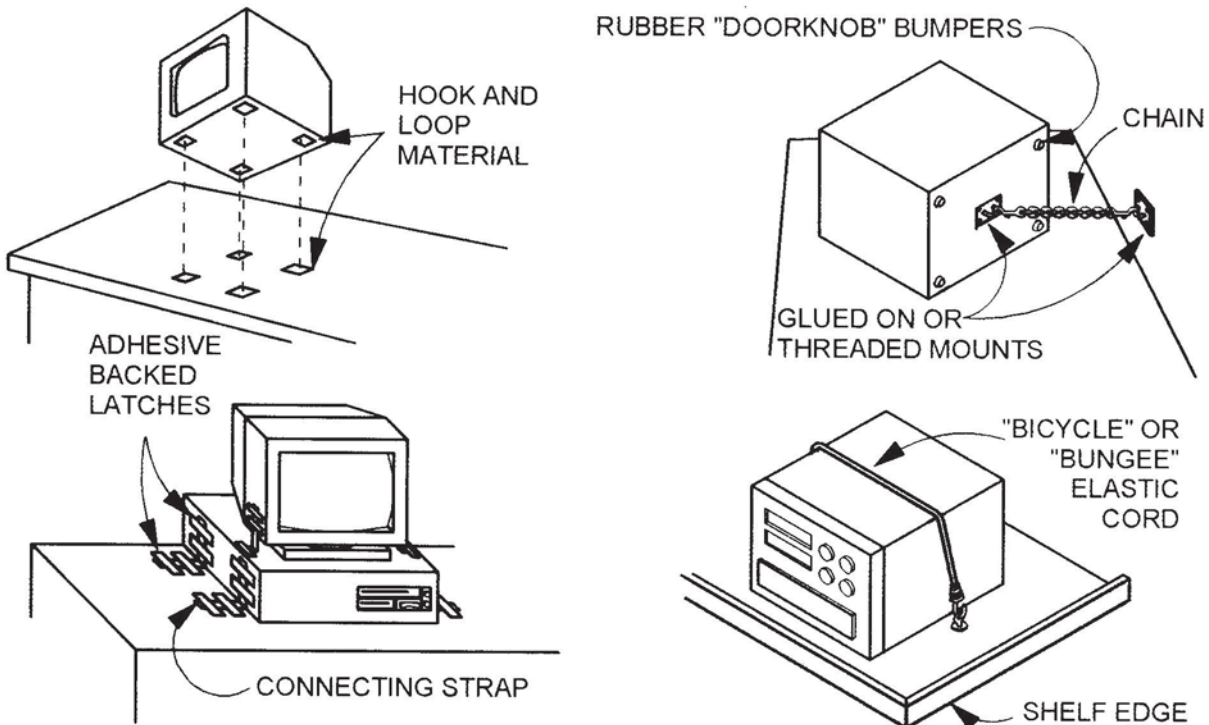
## Building Contents



- ANCHOR STORAGE SHELVES
- PROVIDE SAFETY LIP OR SHELF EDGE
- PROVIDE MECHANICAL LATCHES FOR CABINETS AND DRAWERS
- STORE SMALL OR BREAKABLE ITEMS IN ORIGINAL PACKING OR EGGCRATE BOXES, NOT LOOSE ON SHELF OR IN DRAWER
- STORE INCOMPATIBLE MATERIALS AT A SAFE DISTANCE TO AVOID MIXING IF THE CONTAINERS FALL
- ORDER HAZARDOUS LAB CHEMICALS IN UNBREAKABLE PLASTIC BOTTLES OR IN GLASS BOTTLES WITH AN EXTERIOR PLASTIC SAFETY COATING

FEMA 74

**Figure 62** - Secure storage units from toppling by connecting them to walls. Keep contents from falling off shelves with lips or guardrails.



FEMA 74

**Figure 63** - Protect electronic equipment from falling off desks with straps or other mounting devices.

**HOW-TO****Earthquake Checklist for Building Contents**

Every box you can check ahead of time is one less source of damage and expense after an earthquake. Review the “Earthquake Weaknesses” section of this booklet for additional weaknesses and concerns that you may need to fix.

- ☐ Desktop computer equipment is securely fastened down so it can't slide in an earthquake. (See Page 34)
- ☐ Data backup copies are kept off-site.
- ☐ Wall decorations, mirrors, hanging plants, fire extinguishers, and other heavy objects are attached with closed-eye hooks so they can't fall.
- ☐ Fragile objects (vases, display cases, and framed photographs, for example) are protected against tipping over or sliding off shelves.
- ☐ Tall filing and storage cabinets are attached to the wall or, if they are installed in rows, the rows are attached to each other so they cannot topple. (See Page 27)
- ☐ File cabinet drawers have latches so they cannot open during earthquake shaking, and heavy boxes or equipment stored on top of the files are secured so they cannot slide off.
- ☐ Office machines (computers, copiers, faxes, and printers, for example) and shop equipment are secured so they cannot slide or roll across the floor or fall off their stands. (See Page 34)
- ☐ Storage racks and shelves are braced and bolted to the floors and walls, and their contents are secured so they cannot slide off. (See Page 27)
- ☐ Compressed gas cylinders are fastened with a nylon strap, strong chains near the top and bottom, or a secure rack.
- ☐ Containers of laboratory chemicals or other hazardous materials are restrained so that they can't spill or slide off their shelves and break. (See Page 34)
- ☐ Movable partitions are securely braced, especially if they support bookshelves or contain breakable glass. (See Page 33)



# NATURAL GAS SAFETY

## The Problem

Natural gas piping and appliances can be damaged during earthquakes, causing gas leaks.

If ignited, this can result in fires which can burn part of, or, the entire building.

About one in four fires after an earthquake is related to natural gas leaks.

Gas leaks after an earthquake are more likely if:

- There are structural weaknesses
- Gas appliances are not anchored
- Flexible pipe connections are not used.

The primary concern is property loss from fire damage.

The potential for life loss is limited since most commercial properties have several safe exits.

## How to Identify

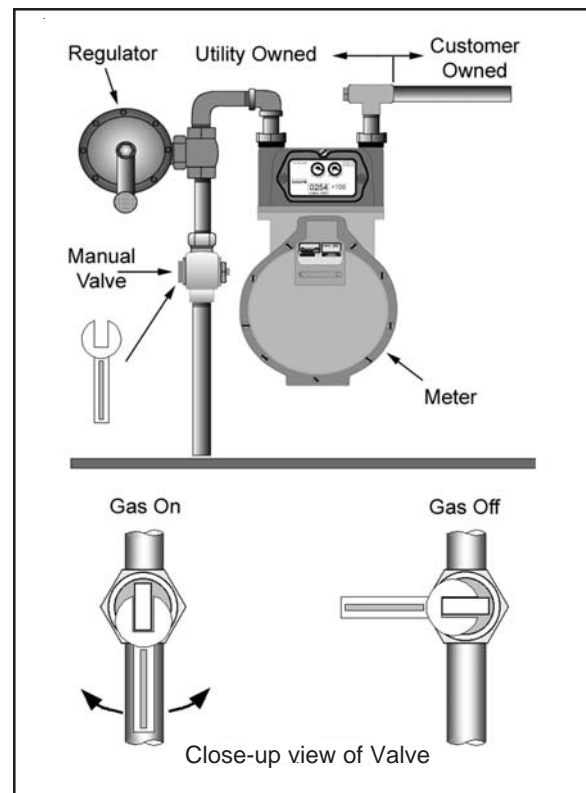
- ✓ Examine all natural gas appliances (water heaters, dryers, stoves, ovens, furnaces) to see if they are anchored to the floor or walls, and have flexible pipe connections.

## Plan Ahead

Locate your gas meter outside your building.

Identify the exact location of the shutoff valve and make sure that you have access to it.

Make sure you have a wrench that is readily available to turn off the gas when needed.



**Figure 64—Manual Shutoff Valve Location**

## Manual Gas Shutoff

- The most cost-effective way to manage the risk from natural gas is to know how and when to manually shut off the gas.
- Use the wrench to turn off the manual valve located at the gas meter (*See Figure 64, page 36*).
- Shut off your gas only if you:
  - Smell gas
  - Hear gas escaping
  - Suspect a broken gas pipe, appliance, vent, or flue.
- Manually shutting off gas to commercial and manufacturing buildings should be included in emergency response procedures for trained maintenance personnel.

## Remember

- Once the gas has been shutoff, service can be restored only by utility personnel or qualified plumbers.
- Restoration of gas service by qualified persons should include the inspection and repair of damaged systems.
- High demands for qualified personnel after an earthquake can lead to substantial delays in restoring natural gas service.

## Resources

- [Seismic Gas Shut-Off Valve Requirements in Los Angeles](#), City of Los Angeles, Department of Building & Safety, Information Bulletin #P/PC 2002-001, April 30, 2003.
- [Improving Natural Gas Safety in Earthquakes](#), California Seismic Safety Commission, Publication #CSSC-02-03, July 2002.
- [Gas Shutoff Valve Certification Program](#), Division of the State Architect.

## Automatic Gas Shutoff Options

There are a variety of automatic gas shut-off valves available. These cost more than manual shutoff valves and may provide additional safety but may also have some disadvantages including the potential for delays in service restoration and shutoffs when hazardous conditions may not exist.

The types of valves available include:

- Earthquake shake-actuated valves
- Excess flow valves
- Methane detectors
- Hybrid systems
- Others.

These can be installed on the “customer owned” side of the gas meter.

Consult your local Building Department because:

- Some installations will require building permits.
- Some local jurisdictions have adopted ordinances requiring automatic gas shutoff devices at the time of sale or during significant renovations.



# GETTING THE WORK DONE

## Plans, Permits, and Contractors

- Decide which strengthening project or projects you are going to do.
- Get the necessary building permits first.
  - Have a licensed architect and engineer draw up the necessary plans and specifications.
    - ✓ Interview two or three architects and engineers.
    - ✓ Ask for references or former clients.
    - ✓ Talk to references or former clients.
    - ✓ Compare experience, ideas, and fees.
  - Submit the plans for approval to your local building department.
  - Remember: the building codes are designed for your safety.

There are many publications that describe strengthening projects in detail.

Visit the California Seismic Safety Commission's website at [www.seismic.ca.gov](http://www.seismic.ca.gov), which provides many useful links.

- Get the documents that relate to your project and read them.
  - This will help you to better understand what the architect or engineer is doing, and also what the contractor is doing.
- The *International Existing Building Code* contains the best current guidelines. Ask your local Building Department how to comply with this Code.

- Select your licensed contractor.
  - First make sure the contractor is properly licensed.
  - Interview at least two or three contractors.
  - Ask your licensed architect or engineer for recommendations.
  - Ask for references or former clients.
  - Talk to references or former clients.
  - Compare experience, fees, and terms of contract.
  - Get at least three written bids for the construction work.
  - The lowest bid may not always be the best bid.
- Keep all plans, permits, and other records of your strengthening project.
  - Provide future buyers of your building with these.

If your building qualifies as "historical," you also may need to comply with the *California Historical Building Code*.

- Contact your local Building Department for further help with this.

## REMEMBER

Whether you do it yourself, or hire a contractor, ***you need permits*** from your local Building Department.

It costs far less to correct earthquake weaknesses before an earthquake than to repair the damage after an earthquake.

If your building is damaged in an earthquake, you will probably also have other costs such as lodging, medical, etc.

## DON'T HESITATE - MITIGATE!



## **AFTER A DISASTER –**

### ***Hire a Licensed Building Contractor!***

The contents of this section have been adapted from “After a Disaster, Don’t Get Scammed” by the Contractors State License Board.

#### ***After a Disaster...***

##### **DO NOT:**

- Rush into repairs, no matter how badly they are needed.
- Hire the first contractor who comes along.
- Accept verbal promises.

##### **DO:**

- Get proof that the person you are dealing with is a California licensed contractor appropriate for the work to be done.
- Get the contractor’s license number and verify that it is current and valid.
- Get a written contract that contains all the details of the job to be performed.
- Get at least three bids.
- Check references of other work the contractor has done, if possible, in your area.
- Develop a payment schedule with the contractor.
- Consider a completion bond on large projects.

*Contractors must be licensed for any job which costs \$500 or more, including materials and labor.*

#### ***Avoid Payment Pitfalls***

- By law, a down payment on a building improvement contract cannot exceed:
  - 10% of the contract price, or
  - \$1000whichever is less!
- Withhold at least 10% of the total contract price until the project is complete
- Do not make final payment until:
  - The building department has signed off on it,
  - You are satisfied with the job, and
  - Take a final walk-through to make sure work is complete and done correctly.

#### **Useful publications from the Contractor’s State License Board ([www.cslb.ca.gov](http://www.cslb.ca.gov)):**

- **What You Should Know Before You Hire a Contractor** - *Provides information about hiring and working with contractors.*
- **Building Improvement Contracts: Putting the Pieces Together** - *Provides answers about the legal requirements of contractors.*

# GEOLOGIC HAZARDS

Sellers of real estate in California are required to disclose to buyers certain information regarding natural hazards that can affect the property being sold. In addition to flood and fire hazard information, disclosure of seismic hazards is also required. Earthquakes are common in California because of the many earthquake faults located throughout the state.

This section:

- Describes briefly the basic geology-related hazards, and
- Introduces the government mapping programs that define which areas are susceptible to those hazards.

## **Ground Shaking:**

- Ground shaking causes 99% of the earthquake damage to California commercial properties.
- Areas near large active faults are more likely to be shaken severely than areas in the rest of the state.

## **Landslide:**

- Earthquakes can also trigger landslides.
- Earthquake shaking can cause the soil and rock to slide off a slope, ripping apart commercial properties on the slope and/or crushing commercial properties downhill (See *Figure 65*).

## **Fault Rupture:**

- An actual crack forms and the ground is offset along the two sides of a fault during an earthquake (See *Figure 66*).
- A building built over an active fault can be torn apart if the ground ruptures beneath it.
- If the building is built over a “creeping” fault – one that moves slowly with no earthquakes or a series of very small earthquakes – the damage may not be noticed for some time.



Patricia Grossi and Augustin Rodriguez, EERI

**Figure 65 - Landslide.** San Simeon Earthquake, December 22, 2003 Landslides on San Gregorio Road in Atascadero, California, only a short distance away from where the commercial properties with the most damage were located.



Robert A. Eplett, OES, CA

**Figure 66 - Fault Rupture.** Landers Earthquake of June 28, 1992, produced a surface rupture of over 50 miles along faults in the Mojave Desert.

**Lateral Spreading:**

- Intense shaking during an earthquake can cause the soil to break into blocks which move apart from each other. This can cause damage to all ground surfaces including the foundation of a building (See Figure 67).

**Liquefaction:**

- During earthquakes, loose, wet sandy soil can become almost like quicksand, and lose its ability to support structures. This can cause the foundation of a building to sink, break, or tilt (See Figure 68).

**Tsunami:**

- A tsunami is a series of large sea waves caused by an underwater earthquake or landslide.
- Coastal areas are prone to tsunami damage.
- Tsunami waves can come from a great distance and can cause flooding and damage properties in low-lying areas along the shore.

**Dam Failure:**

- Earthquake damage to a dam can cause sudden and devastating flooding of properties downstream.
- During the 1971 San Fernando Earthquake, the Lower San Fernando Dam above the San Fernando Valley was damaged. Had it failed, it would have flooded the properties below, causing many deaths and injuries. (See Figure 69). Risk of an aftershock forced residents and businesses in an 11-square mile area to evacuate for the next 3 days.
- California has some of the world's best standards for building and inspecting dams.

**Recommendation:**

If you live in a low-lying coastal area or a dam inundation zone, become familiar with evacuation routes to higher ground and be prepared to evacuate such areas immediately after an earthquake.



NISEE Clearinghouse Project

**Figure 67 - Lateral Spreading.** Loma Prieta Earthquake, October 17, 1989. Lateral spreading damage levee road along the San Lorenzo River.



EERI

**Figure 68 - Liquefaction** caused differential settlement under this building and increased damage during the Loma Prieta Earthquake.



Robert A. Page, David M. Boore and Robert F. Yerkes, USGS

**Figure 69 - Lower San Fernando Dam** that was badly damaged by the 1971 San Fernando Earthquake.



# Earthquake Hazard Mapping

Enormous progress has been made in understanding how, why, and where earthquakes occur. This has led to the creation of maps that highlight areas having the highest likelihood of damaging earthquakes.

The following mapping programs have been developed to help Californians lead safer lives in earthquake country.

## ***National Seismic Zones***

The U.S. is divided into four major zones, each having a different likelihood of strong ground shaking. The earthquake hazard potential for the U.S., determined through a national program, has been generalized into four seismic zones, numbered Zone 1 through Zone 4. Zone 1 has the lowest earthquake danger and Zone 4 has the highest earthquake danger. **Most of the densely populated parts of California are in Zone 4.** (See Figure 7, page 7)

The National Seismic Zone map is published by the International Code Council (ICC) in the California Building Code.

## ***Earthquake Fault Zone Maps***

These maps are also known as the *Alquist-Priolo Earthquake Fault Zone Maps*, named after the California legislators who initiated the legislation that mandated these maps. The maps show regulatory zones around active earthquake faults prone to surface ruptures. The zone is about one quarter mile wide with the fault at the center of it.

## ***Seismic Hazard Zone Maps***

These maps show areas where landslides and liquefaction are most likely to occur during earthquakes.

## ***Tsunami Inundation and Evacuation Route Maps***

Maps for the Pacific Coast show areas where low-lying regions are exposed to tsunami inundation. These maps are in various stages of preparation and availability. Generally if your property is less than 35 feet above a shoreline, it may be vulnerable to tsunami inundation.

## ***Dam Inundation Maps***

These maps show the areas below major dams that may be flooded in the event of their failure.

## ***How are these Maps Used?***

The zones defined by the maps are at greatest potential risk when a major earthquake occurs. This is particularly the case when the earthquake occurs during or shortly after a heavy rainfall, which increases the likelihood of liquefaction and landslides.

California law requires that the information from the Earthquake Fault Zone and Seismic Hazard Zone maps be incorporated into local general plans, and any land-use planning or permitting ordinances. Cities and counties must establish regulations governing development within these zones.

Special geotechnical studies are required before buildings can be built in Earthquake Fault Zones or Seismic Hazard Zones.

Your local building or planning department can show you the National Seismic Zone Map as well as the other maps if they are available for your community. These maps, if they are available, may also be accessed at [www.seismic.ca.gov/cog.htm](http://www.seismic.ca.gov/cog.htm)

***The Seller of real estate within a hazard zone must disclose that the property lies within such a zone at the time of sale.***

# WHAT TO DO *DURING* AN EARTHQUAKE

**DROP!**



**COVER!**



**HOLD ON!**



1. IF YOU ARE **INDOORS**—STAY THERE! “**DROP, COVER AND HOLD ON.**” Get under a sturdy desk or table and hang on to it, or move into a hallway or get against an inside wall. Stay clear of windows, fireplaces, and heavy furniture or appliances. Get out of the kitchen, which is a dangerous place in earthquakes since it's full of things that can fall on you. Don't run downstairs or rush outside while the building is shaking or while there is danger of falling and hurting yourself or being hit by falling glass or debris.
2. IF YOU ARE **OUTSIDE**—**GET INTO THE OPEN**, away from buildings, power lines, chimneys, and anything else that might fall on you.
3. IF YOU ARE **DRIVING**—**STOP**, but carefully. Move your car as far out of traffic as possible. Do not stop on or under a bridge or overpass or under trees, light posts, power lines, or signs. Stay inside your car until the shaking stops. When you resume driving, watch for breaks in the pavement, fallen rocks, and bumps in the road.
4. IF YOU ARE ON OR NEAR A **STEEP HILLSIDE**—**WATCH OUT FOR LANDSLIDES**, falling rock, trees, and other debris that could be loosened by earthquakes.

## If You Feel a Strong Earthquake or Receive a Tsunami Warning When You are on the Coast

1. **DROP, COVER AND HOLD ON.** Watch for falling objects until the shaking is over.
2. **MOVE TO HIGHER GROUND** or inland away from the coast immediately. A tsunami may be coming. Go on foot if possible. The first waves may reach the coast within minutes after the ground shaking stops. The first wave is almost never the largest. Later waves may be spaced tens of minutes apart and can continue arriving for many hours.
3. **THERE MAY BE NO TIME FOR AUTHORITIES TO ISSUE A WARNING.** If you do not hear an evacuation announcement but notice a sudden drop or rise in water level or hear a loud noise coming from the water, nature may be warning you of impending danger.
4. **STAY AWAY FROM THE COAST.** Do not return to the shore after the first wave. Waves may continue to arrive for hours.
5. **LISTEN TO A RADIO FOR AN “ALL CLEAR”** before returning to the shore.



# WHAT TO DO *BEFORE* AN EARTHQUAKE

*The information contained in this section does not represent weaknesses in the earthquake resistance of commercial properties. It is valuable information to keep in mind to reduce risks to yourself, your building's occupants, and your building. These lists are only highlights of the actions you should take.*

## Gather Emergency Supplies

### ***Be sure you have these basic supplies on hand:***

- ☐ Fire extinguisher
- ☐ Adequate supplies of medications that you or your building's occupants are taking
- ☐ Crescent and pipe wrenches to turn off gas and water supplies
- ☐ First-aid kit and handbook
- ☐ Flashlights with extra bulbs and fresh batteries
- ☐ Portable battery-powered radio or television and extra fresh batteries
- ☐ Water for each building occupant for at least three days (allow at least one gallon per person per day) and purification tablets or chlorine bleach to purify drinking water from other sources
- ☐ Canned and packaged foods, enough for three days, and at least an additional four-day supply readily accessible for use if you are confined to your building. Don't forget a mechanical can opener.
- ☐ Camp stove or barbecue to cook on outdoors (store fuel out of the reach of children)
- ☐ Waterproof, heavy-duty plastic bags for waste disposal
- ☐ Copies of personal identification, such as driver's licenses, passports, and work identification badges, and copies of medical prescriptions and credit cards
- ☐ An extra set of car keys and building keys
- ☐ Matches in waterproof container
- ☐ Map of the area marked with places you could go and their telephone numbers
- ☐ Cash, account numbers, critical business records, copies of deeds, insurance policies, and a list of your financial institutions
- ☐ Special items, such as denture needs, contact lenses and supplies, extra eyeglasses, and hearing aid batteries
- ☐ Items for seniors, disabled persons, or anyone with serious allergies

## Plan Ahead



1. Create a building disaster plan; practice and maintain the plan.
2. Make and complete a checklist.
3. Plan escape routes from your building..
4. Conduct fire and emergency evacuation drills at least twice a year and include your pets in your evacuation and sheltering drills.
5. Test your smoke alarms once a month and replace batteries at least once a year in battery-powered smoke alarms (on daylight savings time days or on birthdays) .
6. Make sure each occupant of your building knows what to do no matter where they are when earthquakes occur.
  - Establish two meeting places where you can all reunite afterward: one right outside your commercial property, in case of a sudden emergency, and one outside your neighborhood in case you cannot return to your building or are asked to leave the area.
  - Find out about the earthquake plan developed by your children's school or day care.
  - Remember that since transportation may be disrupted, you may have to stay at your workplace for a day or two following a major earthquake. Keep some emergency supplies—food, liquids, and comfortable shoes, for example—at work.
  - Pick two out-of-town contacts:
    - A friend or relative who will be your **primary** contact,
    - A friend or relative who will be your **alternative** contact.
7. Know where your gas, electric, and water main shutoffs are and how to turn them off if there is a leak or electrical short; if in doubt, ask your utility companies. Make sure that all the adult building occupants can shut off the utilities.
8. Locate your nearest fire and police stations and emergency medical facility. Remember that telephones may not work after an earthquake. If you can, use your land line rather than your cell phone to call 911, but only if you need emergency help.
9. Talk to your neighbors—how could they help you, or you help them, after an earthquake?
10. Take a Red Cross first aid and cardiopulmonary resuscitation (CPR) training course.
11. If your commercial property is located near a steep hillside, in an area near the shore of a body of water or below a dam, check with your local building or planning department to see if you are in a landslide, tsunami or dam inundation zone. Plan for how, when, and where your building's occupants should evacuate.
12. Create a Financial Disaster Recovery Kit: Gather copies of your essential financial documents, backup critical computer files regularly, and store them in a fire-proof deposit box or safe.

# WHAT TO DO *AFTER* AN EARTHQUAKE

*Wear sturdy shoes to avoid injury from broken glass and debris.  
Expect aftershocks.*

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## Check for Injuries

1. If a person is bleeding, put direct pressure on the wound. Use clean gauze or cloth, if available.
2. If a person is not breathing, administer rescue breathing. The front pages of many telephone books contain instructions on how to do it along with detailed instructions on other first-aid measures.
3. Do not attempt to move seriously injured persons unless they are in immediate danger of further injury.
4. Cover injured persons with blankets to keep them warm.
5. Seek medical help for serious injuries.

## Check for Hazards

1. *Fire or fire hazards.* Put out fires in your building or neighborhood immediately. Call for help, but don't wait for the fire department.
2. *Gas leaks.* Shut off the main gas valve only if you suspect a leak because of broken pipes or the odor of natural gas. Don't turn it back on yourself—wait for the gas company to check for leaks.
3. *Damaged electrical wiring.* Shut off power at the control box if there is any damage to your building wiring.
4. *Downed or damaged utility lines.* Do not touch downed power lines or any objects in contact with them.
5. *Spills.* Clean up any spilled medicines, drugs, or other potentially harmful materials such as bleach, lye, and gasoline or other hazardous materials.
6. *Downed or damaged chimneys.* Approach chimneys with caution. They may be weakened and could topple during aftershocks. Don't use a fireplace with a damaged chimney—it could start a fire or let poisonous gases into your building.
7. *Fallen items.* Beware of items tumbling off shelves when you open the doors of storage units.

## Check Your Food and Water Supplies

Note: The information in these sections is reproduced in whole or in part with the permission of the copyright owner, SBC. The Survival Guide is available in the White Pages of SBC Directories © SBC 2004. This information was provided by medical and emergency service authorities and published as a public service. While every reasonable effort was made to ensure its accuracy, SBC is not responsible and assumes no liability for any action undertaken by any person in utilizing such information. Any person relying upon such information does so at his or her own risk.

1. If power is off, plan meals to use up foods that will spoil quickly, or frozen foods. If you keep the door closed, food in your freezer should be good for at least a couple of days.
2. Don't light your kitchen stove if you suspect a gas leak.
3. Use barbecues or camp stoves, outdoors only, for emergency cooking.
4. If your water is off, you can drink supplies from water heaters, melted ice cubes.

## Do Not . . .

- **Do not** eat or drink anything from open containers near shattered glass.
- **Do not** turn the gas on again if you turned it off; let the gas company do it.
- **Do not** use matches, lighters, camp stoves or barbecues, electrical equipment—including telephones—or appliances until you are sure there are no gas leaks. They may create sparks that could ignite leaking gas and cause an explosion and fire.
- **Do not** use your telephone, except for a medical or fire emergency. You could tie up lines needed for emergency response.  
If you need help and the phone doesn't work, send someone for help.
- **Do not** expect firefighters, police, or paramedics to help you right away. They may not be available.

# RESOURCE ORGANIZATIONS

*Some of the organizations listed below have information to help you strengthen your building against earthquakes and help you and your building's occupants prepare a personal earthquake response plan. Other resources that can help you may be available in your community; check your local telephone directory.*

## Building Safety Information

### Office of Emergency Services

#### Main Office

Information and Public Affairs  
P.O. Box 419047  
Rancho Cordova, CA 95741-9047  
Telephone: (916) 845-8400  
<http://www.oes.ca.gov>

#### Regional Offices:

##### Coastal Region

1300 Clay Street, Suite 408  
Oakland, CA 94612  
Telephone: (510) 286-0895

##### Inland Region

P.O. Box 419047  
Rancho Cordova, CA 95741-9047  
Telephone: (916) 845-8470

##### Inland Region South

2550 Mariposa Mall, Room 181  
Fresno, CA 93721  
Telephone: (559) 445-5672

##### Southern Region

4671 Liberty Avenue  
Los Alamitos, CA 90720  
Telephone: (562) 795-2900

### California Seismic Safety Commission

1755 Creekside Oaks Drive, Ste. 100  
Sacramento, CA 95833  
Telephone: (916) 263-5506  
[www.seismic.ca.gov](http://www.seismic.ca.gov)

## Structural Safety Information

### American Institute of Architects

Local chapters have referral lists of licensed architects; consult telephone directory listing for "American Institute of Architects."  
<http://www.aia.org>

### Structural Engineers Association of California

1730 I Street, Suite 240,  
Sacramento, CA 95814-3017  
Telephone: (916) 447-1198  
<http://www.seaoc.org>

Local chapter organizations have referral list for licensed structural engineers as follows:

San Diego	- <a href="http://www.seaosd.org">http://www.seaosd.org</a>
Southern California	- <a href="http://www.seaosc.org">http://www.seaosc.org</a>
Northern California	- <a href="http://www.seaonc.org">http://www.seaonc.org</a>
Central California	- <a href="http://www.seaocc.org">http://www.seaocc.org</a>

### Consulting Engineers and Land Surveyors of California

1303 J Street, Suite 450  
Sacramento, CA 95814  
Telephone: (916) 441-7991  
<http://www.celsoc.org/>

A referral list for licensed engineers is available.

### International Code Council

5360 Workman Mill Road  
Whittier, CA 90601-2298  
Telephone: (800) 284-4406  
<http://www.iccsafe.org>

## Geologic Information

### Association of Bay Area Governments

P.O. Box 2050

Oakland, CA 94604

Telephone: (510) 464-7900

<http://www.abag.ca.gov>

A consortium of local governments in the San Francisco Bay Area, offering a variety of information, including lists of local resources.

### California Geological Survey

California Department of Conservation

801 K Street, MS 12-30

Sacramento, CA 95814

Telephone: (916) 445-1825

<http://www.consrv.ca.gov/cgs>

The CGS is the state agency responsible for geological research, mapping, and policy. It provides maps and other information to the general public.

### Southern California Earthquake Center

University of Southern California

3651 Toursdale Parkway, Suite 169

Los Angeles, CA 90089-0742

Telephone: (213) 740-5843

<http://www.scec.org>

### United States Geological Survey

Earth Science Information Center

345 Middlefield Road

Menlo Park, CA 94025

Telephone: (650) 853-8300

<http://www.usgs.gov>

This is the federal agency responsible for geological and earthquake hazard research, mapping, and policy. It provides maps and other information to the general public.

### Cities and Counties

Consult your telephone directory under city or county government listings for the office of emergency services or disaster management, city or county building and planning department, and city or county government geologist.

## Emergency Planning Information

### Federal Emergency Management Agency

Region IX

1111 Broadway, Suite 1200

Oakland, CA 94607

Telephone: (510) 627-7100

<http://www.fema.gov>

FEMA offers a publications lists and referrals to preparedness organizations. FEMA also provides information on Federal Disaster Aid Programs that become available after Federal disasters.

### American Red Cross

Consult your telephone directory for the address and phone number of your local chapter.

<http://www.redcross.org>





## How to Fill out the Disclosure Form

***When you sell a building that has either:***

- ***precast (tiltup) concrete or reinforced masonry walls with wood-frame floors or roofs, built before 1975 or***
- ***unreinforced masonry , or***
- ***non-ductile concrete, or***
- ***a soft or weak story or open front, or***
- ***a steel frame built before 1995;***

***You are encouraged to fill out the form shown on the next page.***

- Sellers should hand buyers a **completed** disclosure report.
- Sellers should answer the questions to the best of their knowledge.
- If a question on the form describes only part of your building—for example if part of your building is anchored to the foundation and the other part is not—sellers should answer the question with a “NO” because a portion of the building is not properly anchored.
- Sellers are not required to remove siding, drywall, or plaster in order to answer the questions.
- Sellers are not required to hire anyone to inspect their commercial properties.
- Sellers are not required to fix the weaknesses before they sell their commercial properties.

***The Seismic Safety Commission believes that owners have a duty to warn of, & correct seismic hazards:***

***“Private-sector owners and operators of buildings of types that have historically proven hazardous in earthquakes should seek the advice of both a Structural Engineer and legal counsel on satisfying their duty to inform foreseeable victims of any hazard posed by such buildings.”***

(The Right to Know: Disclosure of Seismic Hazards in Buildings, CSSC 92-03, 1992)

# Commercial Property Earthquake Disclosure Report (2006 Edition)

NAME	ASSESSOR'S PARCEL NO.
STREET ADDRESS	YEAR BUILT
CITY AND COUNTY	ZIP CODE

Answer these questions to the best of your knowledge. If you do not have actual knowledge as to whether the weakness exists or not, answer "Don't Know." If you know that a weakness exists or has been corrected or that the building has been seismically retrofitted, explain on a separate sheet. If your property does not have the feature described in the question, answer "Doesn't Apply." The pagenumbers in the right-hand column indicate where in this guide you can find information on each of these features.

	Yes	Doesn't No	Apply	Don't Know	See Page
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12
2. If the building has precast (tiltup) concrete or reinforced masonry walls with wood-frame floors or roof, are the exterior walls adequately anchored to the floors and the roof in accordance with local building codes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14
3. If the exterior walls, or part of them, are made of unreinforced masonry, have they been strengthened in accordance with the California Building Standards Code?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16
4. If the building is located in Seismic Zone 4 and has unreinforced masonry bearing walls that have not been retrofitted, has it been posted as potentially unsafe?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17
5. If the building has concrete columns, were they adequately reinforced to resist earthquakes or have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18
6. If the building has a steel frame built before 1995, has it been inspected for fractures in welds in or near steel connections?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21
7. If your building is commercial or has five or more residential units, does it have a soft or weak story or open front?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22
8. Does the building have well-anchored exterior cladding with no unusual or irregular building features?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25
9. Is the building outside an Alquist-Priolo Earthquake Fault Zone (an area prone to fault rupture immediately surrounding active earthquake faults)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	40
10. Is the building outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landsliding)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	41

Keep your copy of this form for future reference

If any of the questions are answered "No," the building may be likely to suffer severe damage during earthquakes. Questions answered "Don't Know" may indicate a need for further evaluations. If you corrected one or more of these weaknesses, describe the work on a separate page.

As seller of the property described herein, I have answered the questions above to the best of my knowledge in an effort to disclose fully any potential earthquake weaknesses it may have. Other earthquake concerns may be present but are not disclosed.

## EXECUTED BY

\_\_\_\_\_  
(Seller) (Seller) Date

I acknowledge receipt of this form, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if seller has indicated a lack of knowledge, there may be one or more earthquake weaknesses in this property.

\_\_\_\_\_  
(Buyer) (Buyer) Date



BOE-64 (FRONT) REV. 4 (8-02)

**CLAIM FOR SEISMIC SAFETY CONSTRUCTION  
EXCLUSION FROM ASSESSMENT**  
(Section 74.5 of the Revenue and Taxation Code)

*This form must be filed with the Assessor prior to, or within 30 days of, completion of construction.*

**SAMPLE FORM**  
for Santa Clara County

**FOR ASSESSOR'S USE ONLY**

☐ Received \_\_\_\_\_  
☐ Approved \_\_\_\_\_  
☐ Denied \_\_\_\_\_  
Reason for denial \_\_\_\_\_

**PROPERTY DESCRIPTION**

Parcel No.(s) \_\_\_\_\_

Address \_\_\_\_\_

**STATEMENTS**

1. As the owner of the property described above, I completed, or will complete, construction on this property on \_\_\_\_\_, and therefore claim the construction exclusion from assessment provided by section 74.5 of the California Revenue and Taxation Code.
2. I understand this exclusion from assessment is applicable only to seismic retrofitting improvements and improvements utilizing earthquake hazard mitigation technologies, to an existing building or structure and is not applicable to alterations, such as new plumbing, electrical, or other added finishing materials, made in addition to seismic-related work performed on an existing structure.
3. I further understand this exclusion from assessment does not encompass the exclusion provided by Revenue and Taxation Code section 70(d) pertaining to the portion of reconstruction or improvement to a structure, constructed of unreinforced masonry bearing wall construction, necessary to comply with any local ordinance relating to seismic safety during the first 15 years following that reconstruction or improvement.
4. The property owner, primary contractor, civil engineer, or architect ☐ has ☐ has not certified to the building department those portions of the project that are seismic retrofitting improvements or improvements utilizing earthquake hazard mitigation technologies.

THIS EXCLUSION EXPIRES UPON CHANGE IN OWNERSHIP OF THE PROPERTY

**CERTIFICATION**

*I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief.*

SIGNATURE



DATE

DAYTIME PHONE NO.

( )

Only the owner or a co-owner of the above-described property (including a purchaser under contract of sale) or his or her legal representative may sign.

If you are buying this property under an unrecorded contract of sale and the Assessor does not have a copy of the contract, you must attach a copy to the claim.

**SUPPORTING DOCUMENTS MUST BE FILED WITHIN SIX MONTHS OF COMPLETION OF THE PROJECT.**



**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 6/18)

**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 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. 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.
- 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.
- The terms of the Agreement establish your rights and responsibilities.
- 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. 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.

**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.





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**Notice: This Statewide Buyer and Seller Advisory is 14 pages and addresses the following topics. All paragraphs are important. Buyer and Seller are encouraged to read each one carefully.**

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<b>B. Property Use and Ownership</b>  (Pages 5-8)	<b>1. Accessory Dwelling Units, 2. Building Permits, Zoning and Code Compliance, 3. Buyer Intended Future Use, 4. California Fair Plan, 5. Future Repairs, Replacements and Remodels, 6. Heating Ventilating and Air Conditioning Systems, 7. Historical Designation, Coastal Commission, Architectural, Landscape, Agricultural or Open Space and Other Restrictions on Buildings or Improvements, 8. Insurance, Title Insurance and Title Insurance After Foreclosure, 9. Land Lease, 10. Marijuana and Methamphetamine Labs, 11. Owner's Title Insurance, 12. Rent and Eviction Control Laws and Ordinances, 13. Retrofit, Building Requirements, and Point of Sale Requirements, 14. Short Term Rentals and Restrictions, 15. Views, 16. Swimming Pool, Security and Safety, 17. Water Shortages and Conservation, 18. 1915 Improvement Bond Mello-Roos Community District, and Other Assessment Districts</b>
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<b>G. Local Disclosures and Advisories</b>  (Page 14)	As may be attached.

## 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.

**SBSA REVISED 6/18 (PAGE 2 OF 14)**

**STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 2 OF 14)**

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

Redwood Valley





**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.

**4. 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.

**8. 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 area.

**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.

## 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 <http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml>. 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.

**6. 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). 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 <http://www.energy.ca.gov/title24/changeout>. Home warranty policies may not cover such inspections or repairs. The phase out of the use of R-22 Freon will have an impact on repairs and replacement of existing air conditioning units and heat pumps. More information is available from the Environmental Protection Agency at <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>. 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://www1.eere.energy.gov/buildings/appliance\\_standards/product.aspx/productid/27](http://www1.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" ([https://oag.ca.gov/system/files/attachments/press\\_releases/n1601\\_medicalmarijuanaguidelines.pdf](https://oag.ca.gov/system/files/attachments/press_releases/n1601_medicalmarijuanaguidelines.pdf)) 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 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 Section 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

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Redwood Valley





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.

**2. 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/](http://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.

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

**1. DEATH ON THE PROPERTY:** California Civil Code Section 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. Section 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 Sections 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 Section 4136 and California Government Code Sections 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 Section 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 Section 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 Section 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 Section 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.

## E. Contract Related Issues and Terms

**1. 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.

**2. ELECTRONIC SIGNATURES:** The ability to use electronic signatures to sign legal documents is a great convenience, facilitating the ability to send and receive documents and reach agreement in a real estate transaction. However, Buyers and Sellers are cautioned to carefully read each provision. Arrows indicating "sign here" are merely there for the convenience of finding the next signature line. Only sign if you have taken the time necessary to read each document thoroughly, have full knowledge, and consent to the terms provided in the document. Brokers strongly advise Buyers and Sellers to read the entire document before signing even if they have reviewed an earlier draft. Do not just scroll through or skip to the next signature line. You are signing a legally binding agreement. Read it carefully. Ask your Broker, Agent or legal advisor if you have questions or do not understand a provision, and sign only if you agree to be bound by the terms. Brokers do not have expertise in this area.

**3. ESCROW FUNDS:** Buyer and Seller are advised that California Insurance Code Section 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.

**4. 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.

**5. 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 \$2 million. 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.

**6. 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 RID). 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.

**7. 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-CA: (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.

**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 Section 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 <http://www.cpsc.gov/> during Buyer's inspection contingency period. Another source affiliated with the CPSC is <http://saferproducts.gov/> 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.

**3. 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.

**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.

**8. SOLAR PANEL LEASES:** 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. 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". 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.

## G. Local Disclosures and Advisories

### 1. LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

The following disclosures or advisories are attached:

- A. ☐ \_\_\_\_\_  
 B. ☐ \_\_\_\_\_  
 C. ☐ \_\_\_\_\_  
 D. ☐ \_\_\_\_\_

**Buyer and Seller are encouraged to read all 14 pages of this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of all 14 pages of this Advisory.**

DocuSigned by:  
 BUYER By: Carmel J. Angelo, CEO / County Purchasing Agent County of Mendocino Date 7/15/2019  
 BUYER By: Carmel J. Angelo, CEO / County Purchasing Agent Date 7/15/2019  
 (Address) A82A04A4F0C8400...

SELLER Redwood Valley, CA, Congregation of Jehovah's Date \_\_\_\_\_  
 SELLER \_\_\_\_\_ Date \_\_\_\_\_  
 (Address) \_\_\_\_\_

Real Estate Broker (Selling Firm) RE/MAX, Full Spectrum DRE Lic. # 01522223  
 By Lynn McNamara DRE Lic.# 00575586 Date 7/11/2019  
Lynn McNamara  
 Address 601 South State Street City Ukiah State CA Zip 95482  
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**STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 14 OF 14)**

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Redwood Valley

