



#### "Selling Homes. Sharing Donuts."

The "Donut Guy" Realty Group Keller Williams, Jenewein Estates, Inc. 848 Foothill Blvd. La Canada Flintridge, CA 91011 818.253.4545 | justin@thedonutguvrealtygroup.com

### 1515 Winchester Ave. Glendale 91201

#### **Pre-Market Inspections**

Dear Agent/Prospective Buyer,

We have completed some preliminary investigations on this property in order to better educate all parties on its condition. Attached please find our pre-market inspection reports. We encourage the buyer to still complete their due diligence to their satisfaction. Our goal with this package is to help you make an informed offer on the property. We hope to work with you soon!



#### RECEIPT FOR REPORTS No.

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

01

In accordance with the terms and conditions of the Purchase Agreement OR  Other				
	dated	, on property known		
as	1515 Winchester Ave., Glendale, CA 91201	("Property"),		
between		("Buyer")		
and	Tarizzo Family Trust - Susan Tarizzo, Nancy Tarizzo, Mark Tarizzo	("Seller").		

- 1. ACKNOWLEDGEMENT OF RECEIPT: Buyer acknowledges receipt of the report(s), document(s), inspection report(s) disclosure(s), proposal(s), estimate(s), or invoices(s) ("Reports") checked below. Unless otherwise specified in paragraph 6, Buyer acknowledges being able to access any and all Reports delivered via a link.
- 2. REPORTS NOT VERIFIED BY BROKER OR SELLER: Broker and Seller have not verified the representations in such Reports and make no representation themselves regarding the adequacy and completeness of such Reports or the performance of the person conducting such inspections or preparing the Reports.
- 3. **BUYER OWN INVESTIGATIONS:** Any Reports not ordered by Buyer should not be considered as a substitute for Buyer obtaining their own inspections and Reports covering the same items and any other matter affecting the value and desirability of the Property.
- 4. LIST OF REPORTS ORDERED BY BUYER OR SELLER FOR THIS TRANSACTION:

<u>Re</u>	<u>port</u>	<u>, Document or Disclosure</u> <u>De</u>	<u>elivered via Link</u>	Prepared By	<u>Dated</u>
A.	X	Wood Destroying Pest Inspection		Woody's Termite	09/21/2023
В.	X	Home Inspection Report		Summit Inspections	09/21/2023
C.	X	Title: Preliminary Report		Chicago Title	06/12/2024
D.		Roof Inspection			
E.		Sewer Lateral Report			
F.	X	Natural Hazard Disclosure Report		Disclosure Source	06/25/2024
G.		Domestic Well Test			
Н.		Septic/Private Sewage Inspection			
I.		HVAC Inspection			
J.		Government Inspection or Report			
K.		Statutory Condominium/Planned Developm	ent		
		Disclosures (Civil Code § 4525)			
L.		Contractual Condominium/Planned Develop	pment		
		Disclosures			
M.		Lease Documents			
N.		Tenant Estoppel Certificates			
0.	X	Chimney & Roof Inspection		Chimney Check	09/23/2023
P.	X	TDS, SPQ & Seller's Disclosures			06/14/2023
Q.					
R.					

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RFR REVISED 12/21 (PAGE 1 OF 2)

EQUAL HOLISING CAPPORTUNITY

Э.	previous transactions, and unless otherwing further knowledge regarding such Reports of the Property.	se disclosed or noted,	Seller has not verified the i	nformation and has no
	Report, Document or Disclosure From Previous Transactions	Delivered via Link	Prepared By	<u>Dated</u>
	A.			
6.	REPORTS DELIVERED VIA LINK: For to open the link, is unable to download the than via a link.  A. All Reports Delivered via link.  B. C.	e documents in the link,	or prefers to receive the do	
7.	ADDITIONAL INVESTIGATION RECOMI additional investigations, you should con necessary. If you do not do so, you are act	itact qualified experts t	o determine if such addition	
8.	REPORTS PREPARED FOR PERSONS (Report that has not been ordered by Buyer against the preparer of the report for any of the preparer of any Report to determine if preparer of the preparer of t	r (whether prepared by o errors, inaccuracies or n	r for Seller or others), Buyernissing information. Buyer is	r may have no recourse
Bu	/er		Date	
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EQUAL HOUSING

## **SUMMIT INSPECTIONS**

150 S. Glenoaks Blvd. • PMB 1045 Burbank, CA 91502 (818) 426-9977

Property Location: 1515 WINCHESTER AVENUE

GLENDALE, CA

Structure Type: Single Family Home

Inspection Date: September 21, 2023

Requesting Party: Tarizzo Family Trust

1515 Winchester Avenue Glendale, CA 91201

This report provides an account of the results of a building inspection done at the above property. The purpose of the inspection is to report the general conditions of the structure and the electrical, plumbing and mechanical systems.

This report is confidential, is given solely for the use of the requesting party, and is not intended to be used by a third party. The inspection does not constitute a warranty, an insurance policy or a guarantee.

Information regarding permits, code compliance, termites, dry rot, pests, shower pans, hazardous materials (e.g., asbestos, lead, mold, radon, etc.), heating system fireboxes/heat exchangers, chimney smoke tests and related items, septic tanks, cable television and telephone wiring, security systems, intercoms, smoke detectors and loss of pool/spa water is not included in this report. Any general comments about these systems and conditions are informational only and do not represent an inspection.

This report is intended to be only a general guide to help evaluate the overall condition of the property. The inspection and report are not intended to be technically exhaustive or that every possible defect was discovered. Only items that are visible and reasonably accessible are inspected.

This report is not a substitute for the property owner's independent duty of disclosure.

#### Rating Method:

A – Functional condition, with normal wear and tear.

B – Overall functional but may require repair or replacement.

C – In need of repair or replacement.

These ratings are generally modified by comments which are to be considered a further explanation of the given rating.

#### **EXTERIOR**

B ROOF:

The main roof is a composition shingle (30-year rated or similar) type. The roofing overall appeared to be intact but old and in the stages of its expected service life – some general deterioration is visible (which is more noticeable in some areas). Note: There are relatively new shingles over the front porch and at the right rear along the flat roof connection. The composition shingles are installed over the original wood shingle roof. Removal of the existing roofing layers and installation of plywood or similar sheathing will be required at the time of roof replacement. The flat section of the roof at the left rear is a torch down or similar type. The roofing overall appeared to be intact, however, there is evidence of standing water (most notably over the left rear of the family room). The rear patio covering roof is a torch down or similar type and appeared to be in generally satisfactory condition.

B/ CHIMNEY: C

The chimney (brick) inspection is limited and a chimney specialist was present at the time of the inspection – refer to the separate report. Note: There are minor cracks in the chimney exterior. There are more noticeable cracks in the chimney crown. There are possible gaps in the flue (a common condition along the liner joints). There is no spark arrestor/rain cap. The fireplace gas valve is located at the right front of the fireplace (vs. outside the hearth extension) and the valve is old and stiff. The fireplace damper is stuck (not forced) in a midway position.

B GUTTERS AND DOWNSPOUTS:

Some of the downspouts do not drain along the lower exterior walls.

**B VENT PIPES:** The cap for the central gravity heater vent pipe on the roof is

partially rusted out.

B/ WALLS, TRIM There is some stucco cracking and damage. There is some

general weathering in the exterior wood. Recommend checking with the termite company regarding damaged

wood.

AND EAVES:

 $\mathbf{C}$ 

**B DOORS AND** See BEDROOMS and LIVING ROOM/ETC sections for

**SCREENS:** individual exterior door comments.

**B** WINDOWS AND The majority of the windows are old (including original

**SCREENS:** windows) or older.

**B PORCHES:** The front porch wrought iron railing is partially rusted out.

B PATIOS, DECKS There are cracks in the front walkway.
AND WALKS:

C SPRINKLERS: Manual. The sprinkler system is old and in disrepair. Note:

Some of the control valves are without anti-siphon valves.

B FENCES AND The left side chain link fencing is mostly covered with walls: vegetation and is leaning. The far rear block wall is older,

cracked and slightly leaning.

A FOUNDATION: The front section of the foundation consists of concrete stem

walls, cripple stud walls and pier and post construction. The remainder of the foundation is a slab on grade type. The foundation overall appeared to be structurally intact. Note: The raised section of the foundation has been seismically retrofitted with an added anchoring system (in addition to the original anchor bolts) and perimeter cripple stud walls shear bracing. The slab on grade section anchor bolts are concealed within the walls. There is a damaged foundation vent screen

at the lower left side exterior wall.

## **GARAGE**

**B ROOF:** The roof is a composition shingle (30-year rated or similar)

type. The roofing overall appeared to be intact, however, the left exposure side is partially old – some general deterioration is visible. Note: The composition shingles are installed over the original wood shingle roof. Removal of the existing

roofing layers and installation of plywood or similar sheathing will be required at the time of roof replacement.

- FIRE N/A (detached garage).

**SEPARATION:** 

**B** GARAGE DOOR: Automatic. The garage door is functional but relatively noisy

(which is common with the screw drive type opener).

**B WINDOWS:** The window is old (original).

A ELECTRICAL: Recommend installing ground fault circuit interrupter (GFCI)

protection for the receptacles – for enhanced safety (and already done for the receptacle at the right front exterior and

for one receptacle at the right front interior).

**B DRIVEWAY:** The asphalt driveway is older and cracked.

- **ADDITIONAL** There is some damaged framing. Recommend checking with the termite company for additional information. There are

the termite company for additional information. There are minor cracks in the slab floor. The vinyl flooring tiles (in the right side room) may have some asbestos content – not tested.

The garage is partially below the exterior grade level.

Recommend diverting the exterior drain water away from the perimeter walls as needed. Note: The garage access was

limited due to personal items.

## **BATHROOMS**

A WALLS AND Functional. CEILINGS:

A DOORS: Functional.

**B WINDOWS:** See EXTERIOR section.

**B** FLOORS: Note: The vinyl flooring may have some asbestos content –

not tested.

**B** COUNTERTOPS: Rear: See sink comments below.

**B** SHOWER/TUBS: Front: There is some tub surface peeling. There is some tub

surface rust at the drain. Note: There is no shower (tub

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only).  $\underline{3/4}$ : The shower door appeared to be an older non-tempered glass type (impact hazard). Recommend checking with the termite company regarding the shower pan test.

**B** SINKS: Rear: There is some cosmetic discoloration the sink basins.

Note: The sinks and the countertop are a single unit.

**B** FIXTURES: Front: The tub fixtures are older. The end of the tub spout is

corroded. The toilet is not a water saver type. Note: The replacement water piping below the sink is surface mounted. Rear: There is some rust and corrosion on the hot water shut off valve below the right sink. 3/4: Note: The replacement

water piping below the sink is surface mounted.

B DRAINAGE: Rear: There is some corrosion on the drain piping below the

right sink.

A ELECTRICAL: Note: The receptacles are a ground fault circuit interrupter

(GFCI) type.

A VENT FANS: Functional (3/4 bathroom)

A/ **HEATING:** Wall Coil (front and 3/4) – Ceiling Coil (rear) – Wall

**B** Registers (front and 3/4). Front: Note: The replacement wall

coil is installed over an older wall coil. 3/4: Note: The wall

heater is old.

#### **BEDROOMS**

B WALLS AND Third: The closet ceiling is discolored – moisture related and

**CEILINGS:** appeared to be old.

**B** DOORS: Second: The entry door slightly rubs at the top (minor). Rear:

There is some minor play in the sliding glass door within the

upper track.

**B WINDOWS:** See EXTERIOR section.

**B** FLOORS: Front & Second: There is some general wear in the hardwood

flooring.

A ELECTRICAL: Functional.

## **KITCHEN**

A WALLS AND Functional. CEILINGS:

**A DOORS:** Note: The door to the laundry area has been removed.

**B WINDOWS:** See EXTERIOR section.

**B** FLOORS: The vinyl flooring may have some asbestos content – not

tested.

A COUNTERTOPS: Functional.

A CABINETS: Functional.

**B** APPLIANCES: Range (gas), oven (gas) and range hood. The appliances

overall appeared to be functional but are older. Note: There is

no garbage disposal.

**B PLUMBING:** There is some corrosion on the water piping at the water shut

off valves below the sink.

A ELECTRICAL: Recommend installing ground fault circuit interrupter (GFCI)

protection for the countertop area receptacles to the right and left of the range – for enhanced safety (and already done for the receptacles at the left of the sink and at the far right of the

sink).

# LIVING ROOM/DINING ROOM/DEN FAMILY ROOM/ENTRY/HALLWAYS

A WALLS AND Functional. CEILINGS:

**B DOORS:** Family Room: There is some play in the sliding glass door

within the upper track.

**B** WINDOWS: See EXTERIOR section. Living Room: Note: There is a

portable air conditioner in the left window along the side wall. <u>Dining Room</u>: Note: There is a portable air conditioner

in the

**B** FLOORS: There is some general wear and discoloration in the

hardwood flooring. Note: The vinyl flooring may have some

asbestos content – not tested.

A/ ELECTRICAL: Den: The closet light bulb is without a cover and subject to

**B** damage – common older installation.

- **ADDITIONAL** Living Room: See EXTERIOR section regarding the

**COMMENTS:** chimney and the fireplace.

#### **LAUNDRY**

A LOCATION: Laundry Alcove

**B PLUMBING:** The washer valves are older. The washer drain standpipe is

rusted and corroded. Note: The water piping is surface

mounted. The original sink has been removed.

**A ELECTRICAL:** Functional (120 volt).

**B** GAS VALVE: The gas valve is older.

**A DRYER VENT:** Functional (thru-wall).

**INTERIOR:** 

- ADDITIONAL There is noticeable paint peeling on the ceiling. The vinyl

**COMMENTS:** flooring is damaged, lifted and may have some asbestos

content – not tested.

## **ATTICS**

**A FRAMING:** The framing appeared to be structurally intact.

- **ROOF** There are moisture stains on the roof interior, however, these

appeared to be from prior roof leakage. See EXTERIOR

section regarding the roof.

**B VENTILATION:** The ventilation is limited. The main attic gable vent screens

are damaged and in need of replacement.

A DUCTS AND VENT PIPES:

 $\mathbf{C}$ 

Functional.

- **INSULATION:** <u>Main Attic:</u> Note: There is no attic insulation. <u>Rear Attic:</u>

#### **PLUMBING**

B/ FIXTURES: The plumbing fixtures appeared to be in functional condition

with the exceptions noted. See BATHROOMS, KITCHEN and LAUNDRY sections. There is rust and corrosion on the

water shut off valve at the upper right of the fireplace.

**B** WATER PIPES: Copper. The water piping overall appeared to be functional.

See KITCHEN and LAUNDRY sections for individual water piping comments. Note: The majority of the water piping in the right rear (slab on grade) section is concealed. Some of the original galvanized water piping (not in use) has not been

removed from the foundation crawlspace.

- WATER Incoming: 100 psi

**PRESSURE:** Regulated: N/A (see below)

C PRESSURE There is no water pressure regulator. Note: Code requires PREGULATOR: pressure to be regulated to a maximum of 80 psi and newer

systems are commonly regulated somewhat lower (e.g., to 65

psi).

C DRAIN PIPES: Cast iron and ABS. Some of the drain piping is older

(including original piping) and there is some rusted drain piping in the foundation crawlspace. There is a pair of leaking water piping joints in the foundation crawlspace to the right front of the basement. See BATHROOMS and LAUNDRY section for individual drain piping comments. Note: The main drain piping appears to have been at least partially replaced and there is a likely added main drain cleanout at the left side exterior. Recommend considering

further review.

B/ WATERC HEATER:

The 50 gallon water heater (Rheem brand) in the basement is approximately six years old ('17). The water heater is not properly braced (a second brace is installed). There is no drain pipe for the pressure relief valve on the water heater. Note: The water heater is venting into an original ceramic is similar vent pipe. The gas line is without a sediment trap – common older installation.

B/ RELIEF VALVE: C

On water heater (see above). Note: An additional pressure relief valve (on the cold water side piping) may be recommended or required when a water pressure regulator is installed – see above for related comments.

- ADDITIONAL COMMENTS:

The main water valve is located at the front exterior. The main gas valve (without seismic shut off valve) is located at the left side exterior.

### **ELECTRICAL**

B LIGHTS AND RECEPTACLES:

The accessible lights and receptacles appeared to be in functional condition. See LIVING ROOM/ETC section for an individual light fixture comment. The majority of the receptacles are older – recommend individual unit replacement was needed. Recommend installing ground fault circuit interrupter (GFCI) protection for the exterior receptacles – for enhanced safety.

**A WIRING:** 

Electrical metallic tubing (EMT), flexible conduit and nonmetallic cable (Romex). The majority of the wiring is a conduit type and the wiring overall appeared to be functional.

B SERVICE PANELS:

Main Panel: The main service panel at the far rear exterior consists of one 100 amp double pole (main), one 50 amp double pole and four 20 amp breakers. The panel overall appeared to be functional but is older and the capacity is limited. Primary Subpanel: The subpanel at the front of the laundry area consists of eight 20 amp and four 15 amp breakers. The panel overall appeared to be functional. Note: There is no room in the panel for additional breakers. Garage Subpanel: The subpanel at the right front interior of the garage consists of one 20 amp breaker. The panel overall appeared to be functional. Note: The panel is wired for only 120 volts (vs. 120/240 volts).

A SERVICE Functional. ENTRANCE:

- ADDITIONAL The COMMENTS:

The rear doorbell is inoperative.

## **HEATING**

**B TYPE:** Central Gravity – Central Forced Air

A CONTROL: Thermostats

B/ DUCTS: Front: The ductwork is the original asbestos insulated type and there is some torn insulation. Recommend consulting at

and there is some torn insulation. Recommend consulting an asbestos specialist for further review. Rear: Note: The

ductwork is concealed within the walls and ceilings.

**A CAPACITIES:** 100,000 BTU – 44,000 BTU

A LOCATION: Basement – Rear Hallway Compartment

- ADDITIONAL Front: The heater appeared to be functional but is old

**COMMENTS:** (original). Recommend consulting the gas company for

further review (free service). <u>Rear</u>: The heater is approximately five years old (installed in 2018 per a handwritten notation) and appeared to be functional.

### **AIR CONDITIONING**

**B** TYPE: Window (120 volt)

**B CONTROL:** Unit (see below)

- **DUCTS:** None.

**A CAPACITIES:** 10,000 BTU – 8,000 BTU

**A LOCATION:** Living Room – Dining Room

- ADDITIONAL COMMENTS:

<u>Living Room</u>: The air conditioner is newer ('22) and appeared to be functional. <u>Dining Room</u>: The air conditioner is older (age not positively determined) and the temperature control knob is missing.

## **ADDITIONAL COMMENTS**

The home is in need of additional repairs that are generally cosmetic in nature.

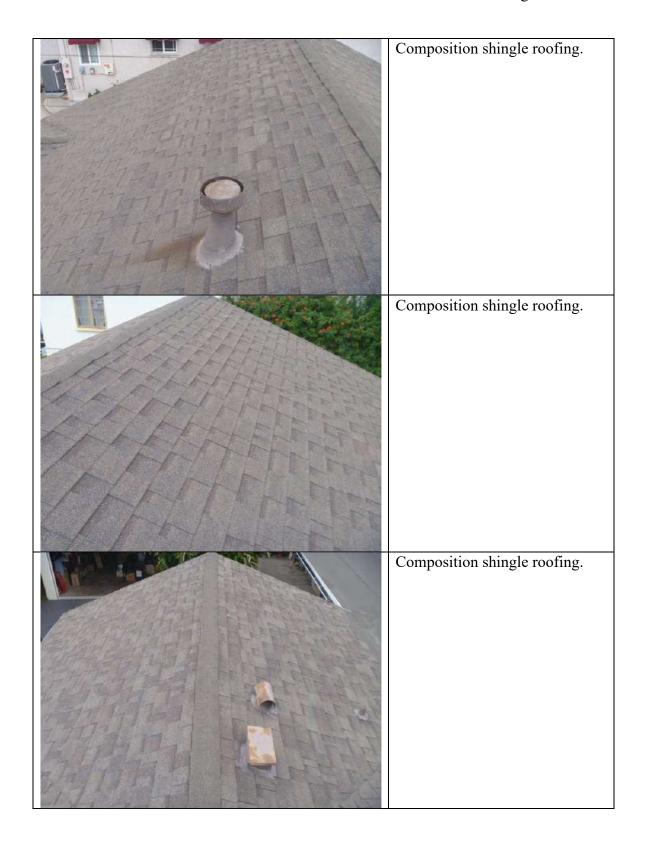
The acoustical ceiling material and the acoustical material on the rear heater/fan unit compartment walls and ceiling may have some asbestos content – not tested.

Recommend installing the required smoke detectors and carbon monoxide detectors.

A termite inspector was present at the time of the inspection – refer to the separate report.

Recommend checking with the building department regarding permits.



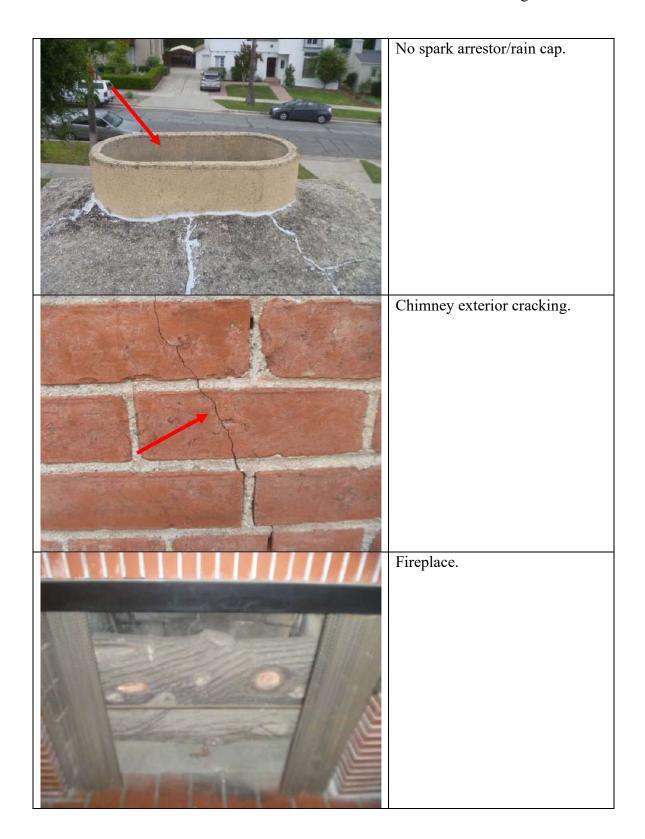




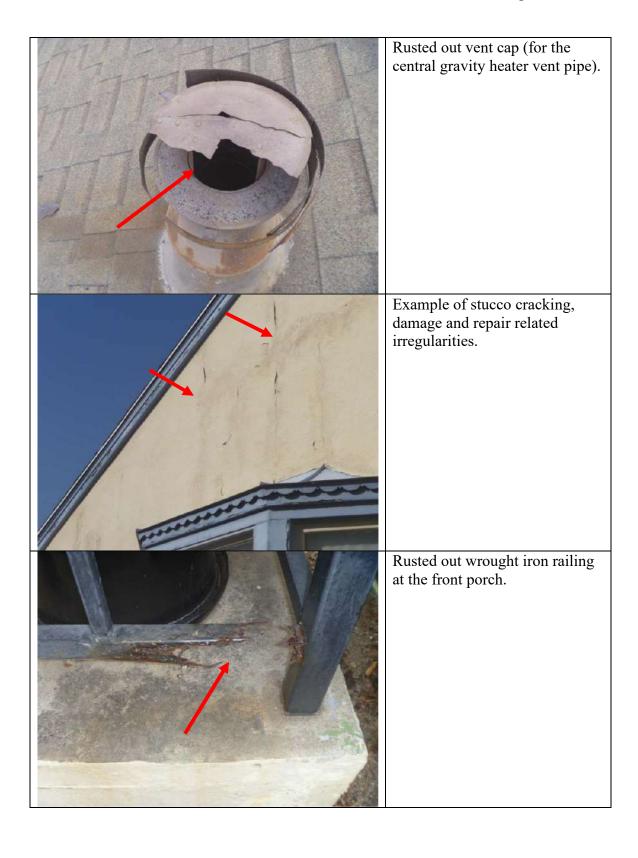






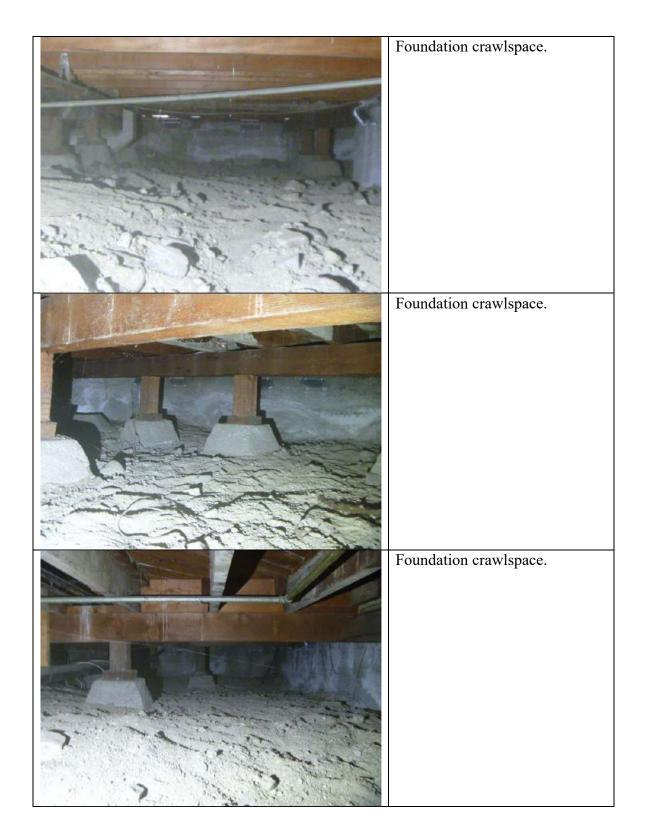


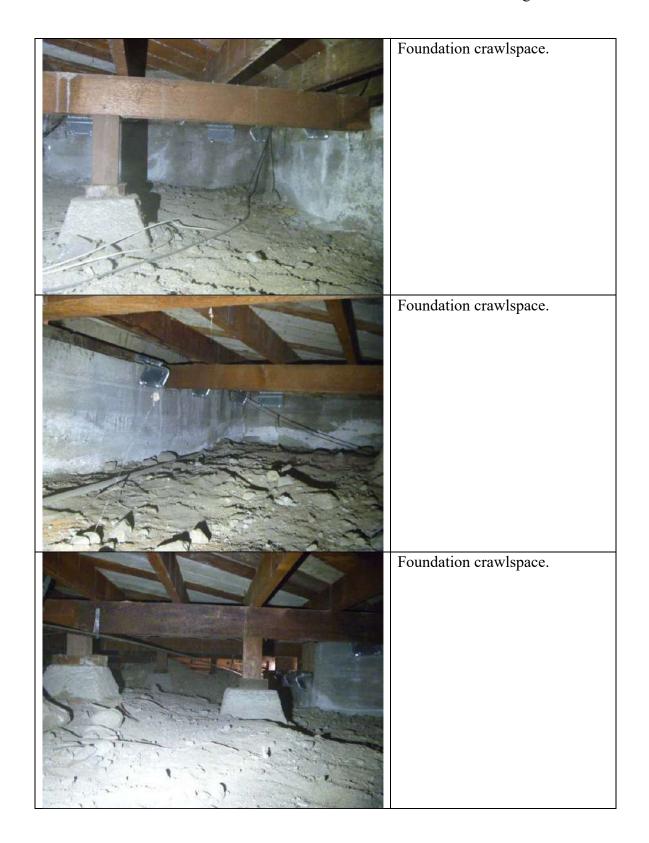


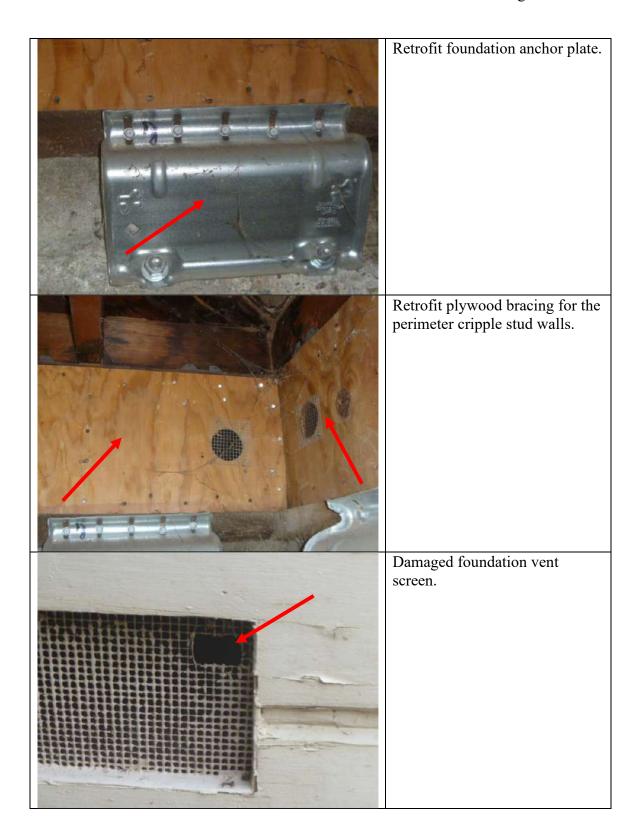






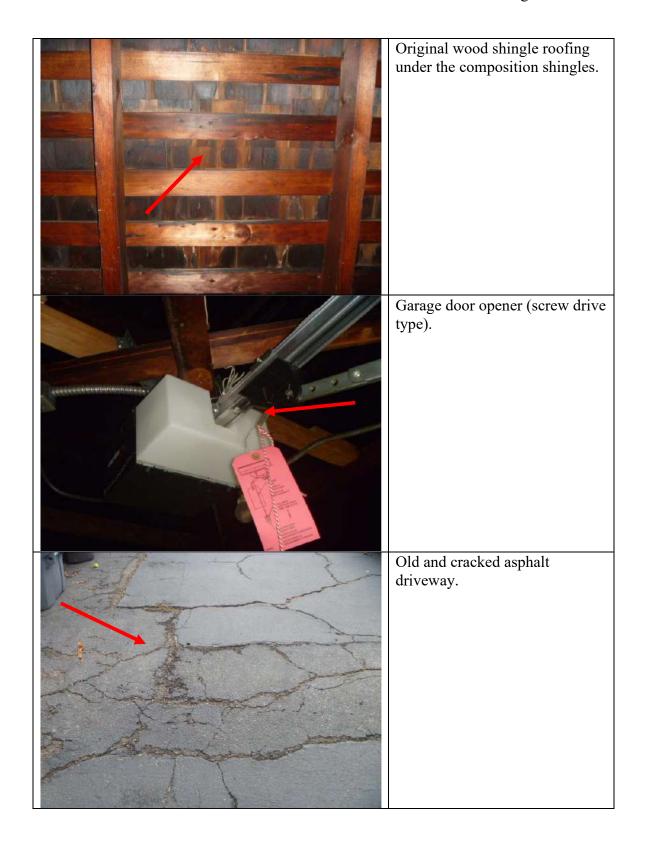


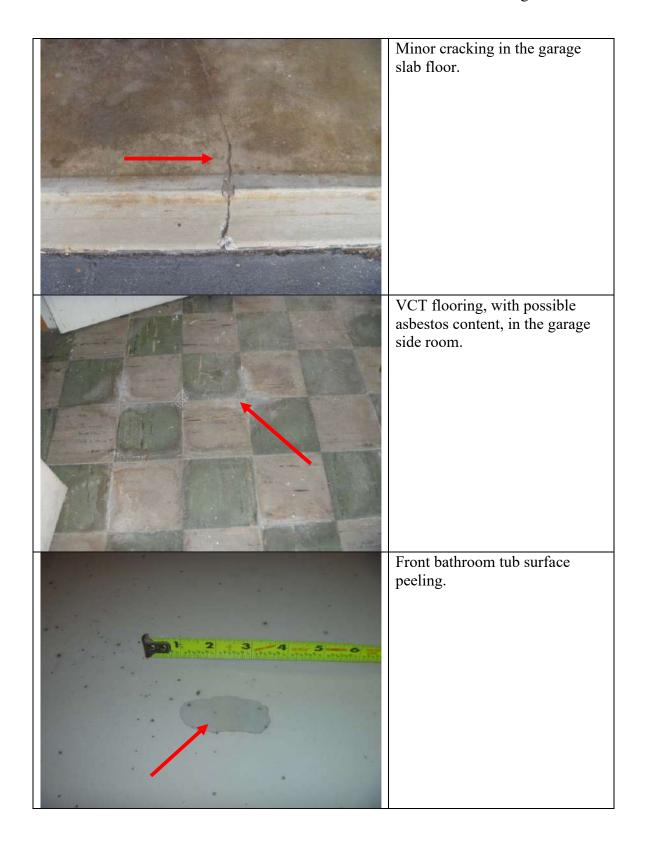


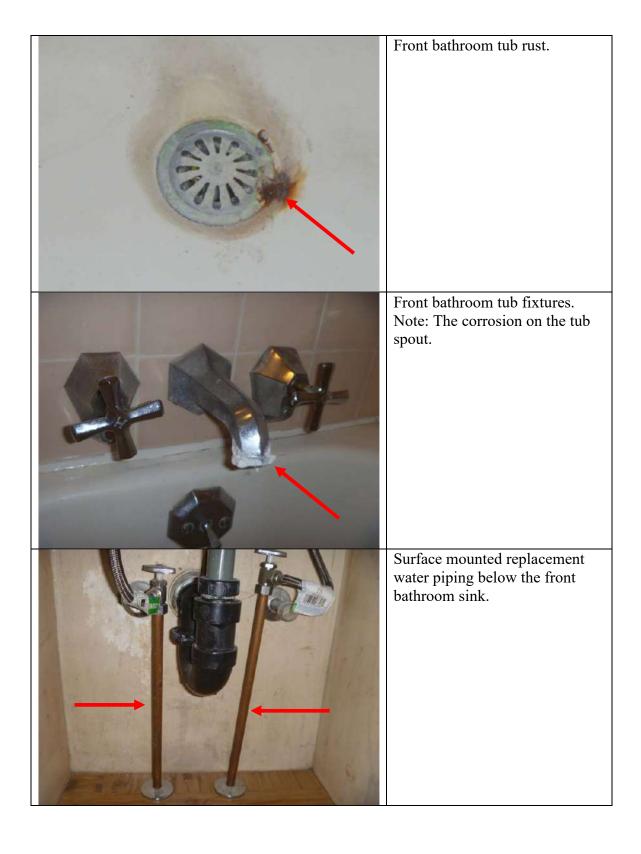


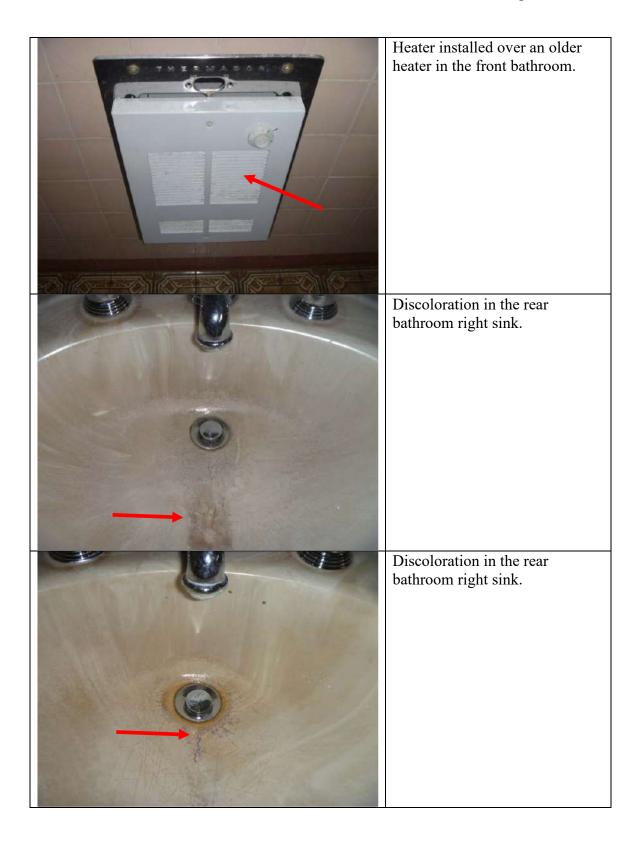
Garage roof.
Garage roof.
Shingle closed-up.















3/4 bathroom shower door. Note: The door did not appear to be a tempered glass type (impact hazard).



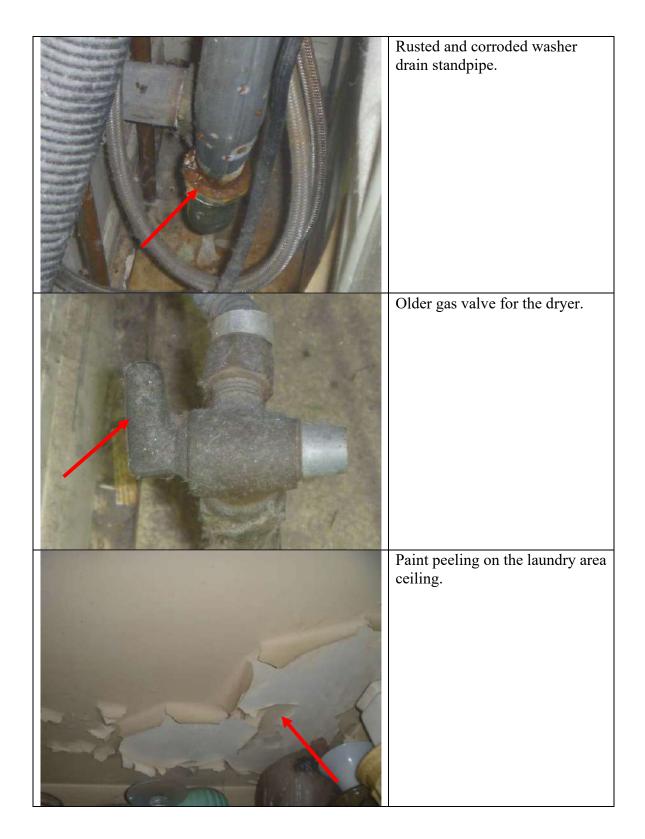
3/4 bathroom shower fixtures.



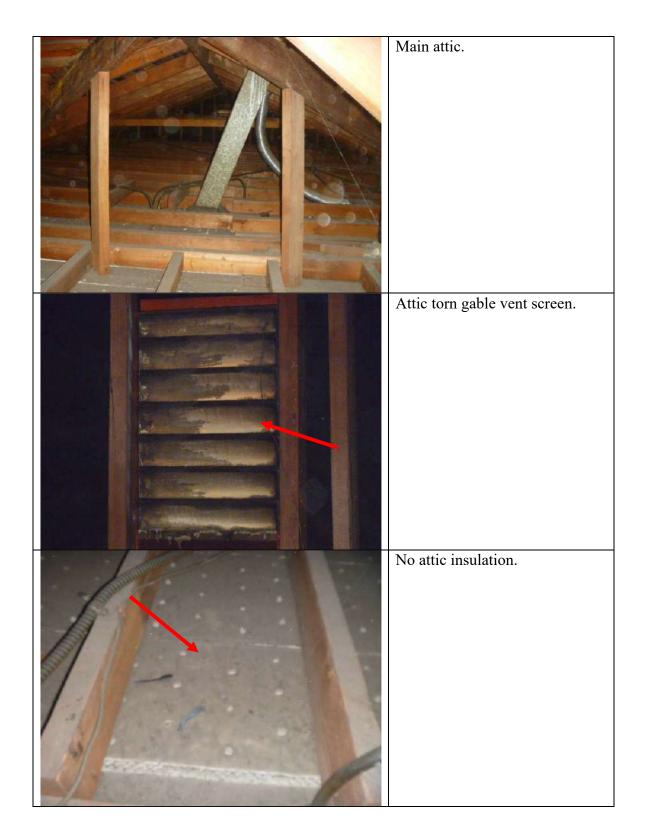
3/4 bathroom heater.



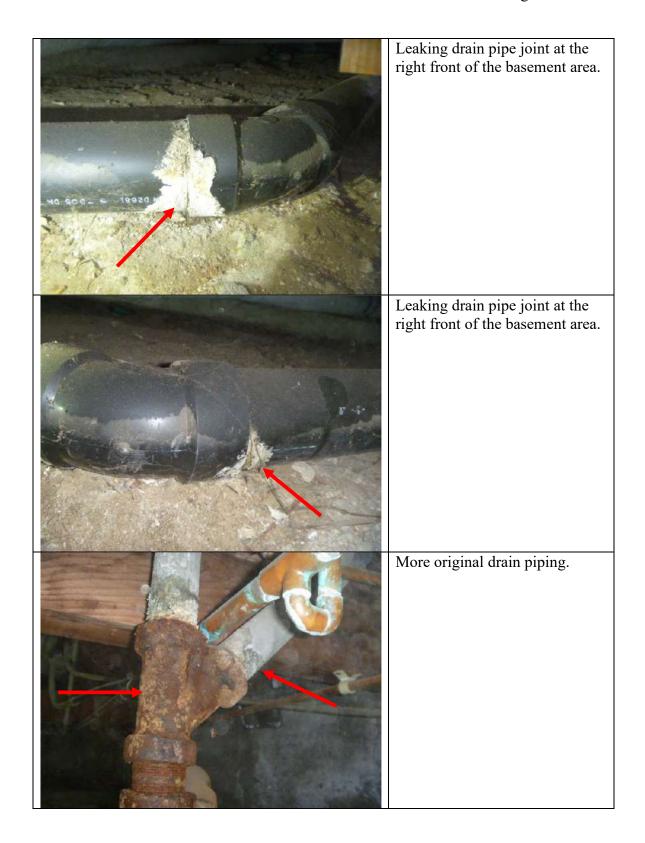






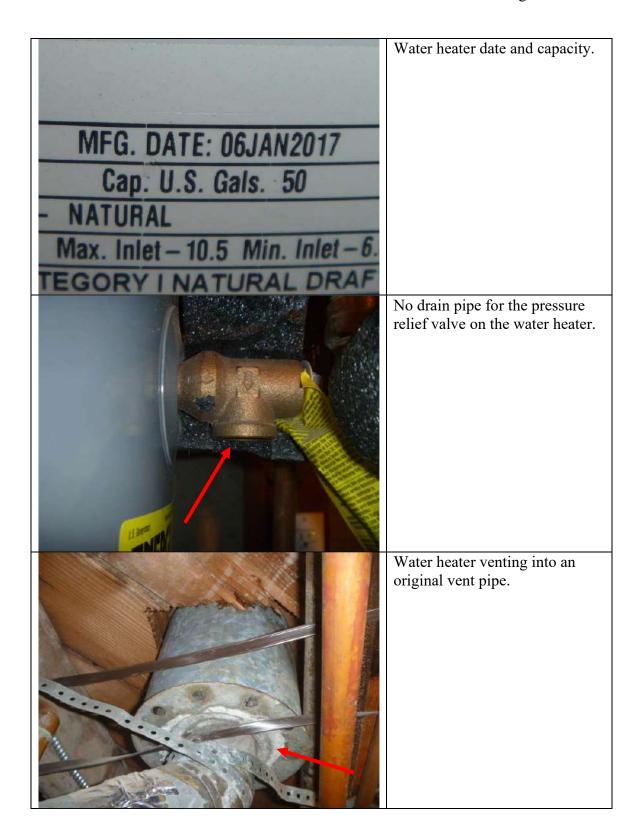


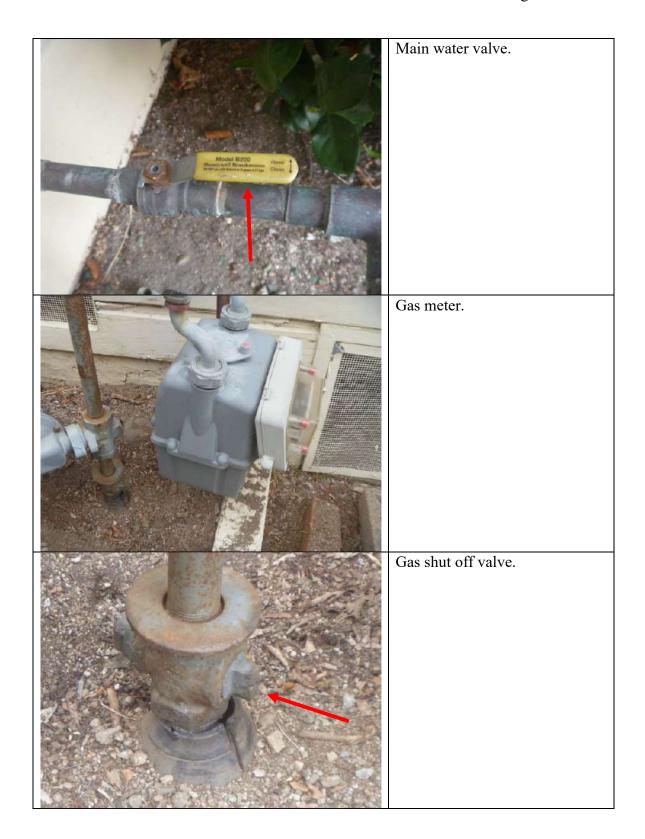


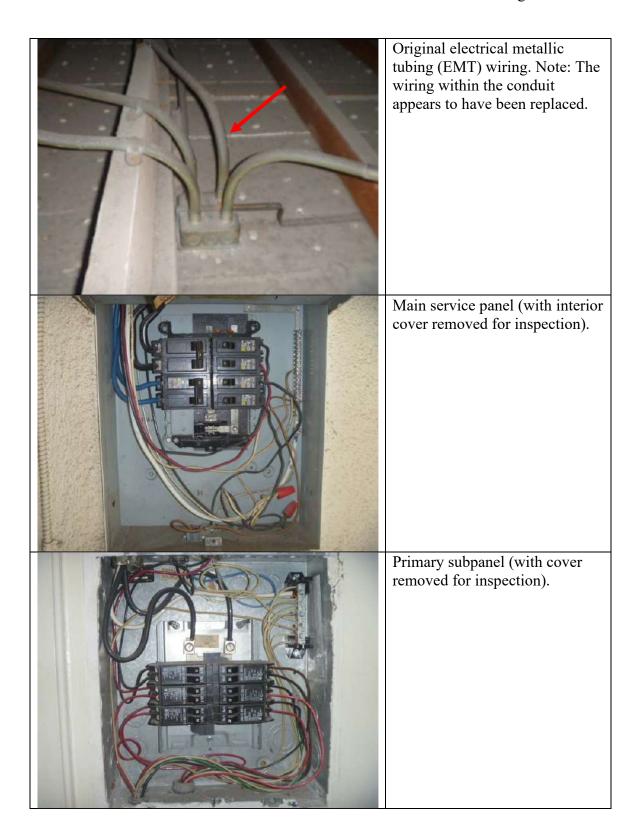










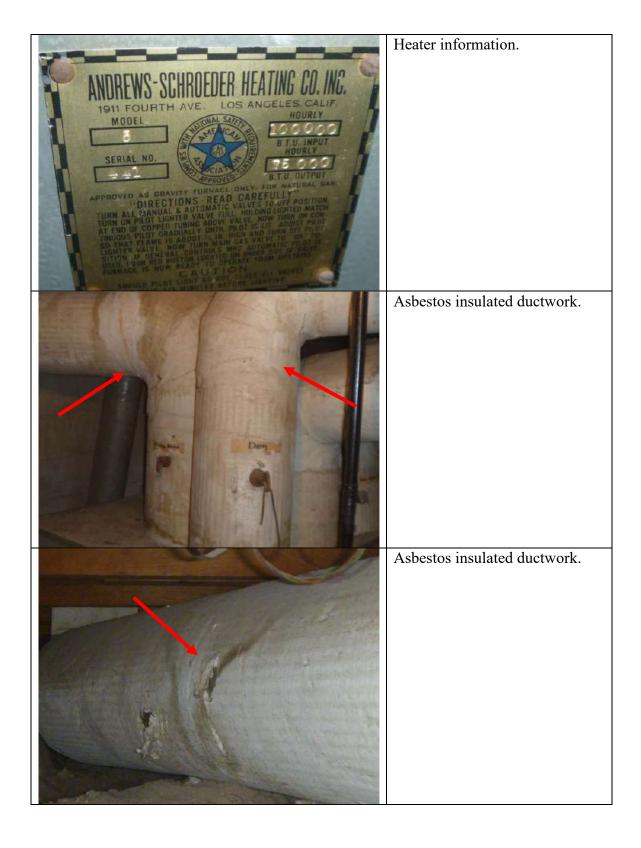


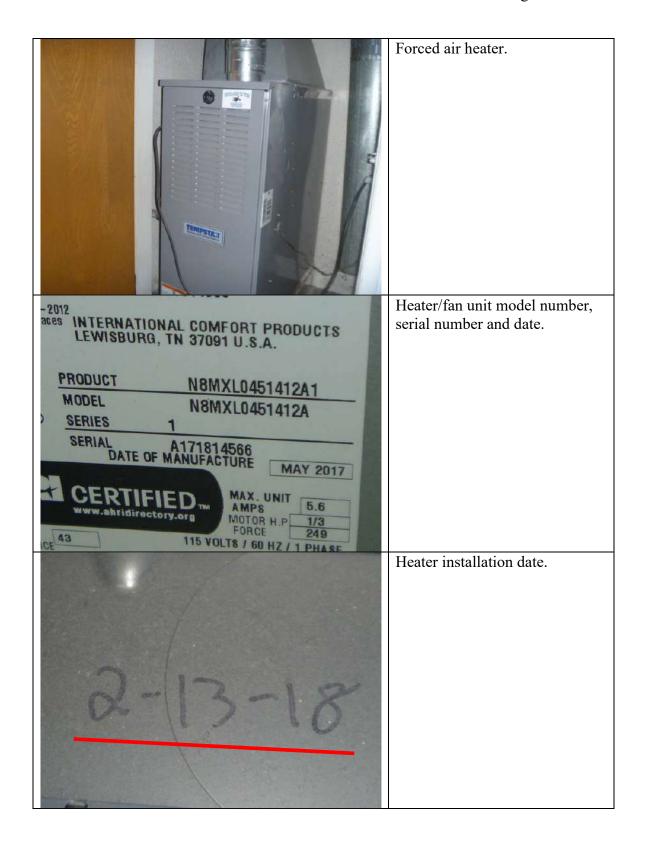


A closer view of the breakers.

Subpanel (with cover removed for inspection) in the garage. Note: The panel is wired for only 120 volts (vs. 120/240 volts).

Central gravity heater.









## PRELIMINARY REPORT

**Order No.:** 112306582

**Property:** 1515 Winchester Avenue

Glendale, CA 91201

In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** 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 Chicago 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.

**Chicago Title Insurance Company** 

Countersigned By:

Authorized Officer or Agent Steve Perry SEAL SEAL

Michael J. Nolan, President

Attest:

By:

Marjorie Nemzura, Secretary

Visit Us on our Website: www.ctic.com



ISSUING OFFICE: 500 N. Brand Blvd, Suite 200, Glendale, CA 91203

### FOR SETTLEMENT INQUIRIES, CONTACT:

First Trust Escrow
111 N. First Street, Suite 300E • Burbank, CA 91502
• FAX

## PRELIMINARY REPORT

Update: 1

Title Officer: Debbie Lee/ Jennifer Tayco

Escrow Officer: Rosemary Sands

Email: Rosemary@ftessrow.com

Email:debandjen@ctt.comEmail:Rosemary@ftescrow.comPhone No.:818-550-2023Phone No.:Fax No.:818-550-3272Fax No.:Title No.:112306582Escrow No.:

PROPERTY ADDRESS(ES): 1515 Winchester Avenue, Glendale, CA

EFFECTIVE DATE: June 12, 2024 at 07:30 AM

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

ALTA Homeowner's Policy of Title Insurance 2021

ALTA Loan Policy 2021

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:

Dolores Teresa Tarizzo, Trustee of The Tarizzo Family Trust Subject to item No.09

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): 5622-005-020

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 30 OF <u>TRACT NO. 6695</u>, IN THE CITY OF GLENDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN <u>BOOK 74</u>, <u>PAGE 43 OF MAPS</u>, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Update: 1

## 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 2024-2025.
- **2.** Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

 Tax Identification No.:
 5622-005-020

 Fiscal Year:
 2023-2024

 1st Installment:
 \$891.69

 2nd Installment
 \$891.68

 Exemption:
 \$7,000.00

 Code Area:
 04045

- 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.** Matters contained in that certain document

Entitled: Agreement

Executed by: The Rincon Ditch Company, a Corporation and H.W.R.

Strong, Et Al.

Recording No.: Book 5959, Page 33, of Deeds

Reference is hereby made to said document for full particulars.

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

In favor of: City of Glendale Purpose: Right of Way

Recording No: Book 3138, Page 195, of Official Records

Affects: A Portion of Said Land

and Recorded: In Book 4516, Page 215, of Official Records

7. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recorded: In Book 5957, Page 147, of Official Records

Said <u>covenants</u>, <u>conditions</u> and <u>restrictions</u> provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

Update: 1

### **EXCEPTIONS**

(continued)

**8.** A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$19,500.00 Dated: May 7, 1963

Trustor/Grantor: Albert G. Tarizzo and Dolores T. Tarizzo, husband

and wife

Trustee: United California Bank, a California Corporation

Beneficiary: Lyle Pickering
Loan No: Not Shown
Recording Date: June 20, 1963

Recording No.: 672, of Official Records

This Company will require that the original note, the original deed of trust and a properly executed request for full reconveyance together with appropriate documentation (i.e., copy of trust, partnership agreement or corporate resolution) be in this office prior to the close of this transaction if the above-mentioned item is to be paid through this transaction or deleted from a policy of title insurance.

Any demands submitted to us for payoff must be signed by all beneficiaries as shown on said deed of trust, and/or any assignments thereto. In the event said demand is submitted by an agent of the beneficiary(s), we will require the written approval of the demand by the beneficiary(s). Servicing agreements do not constitute approval for the purposes of this requirement.

If no amounts remain due under the obligation a zero balance demand will be required along with the reconveyance documents.

In addition, we require the written approval of said demand by the trustor(s) on said deed of trust or the current owners if applicable.

**9.** Matters contained in that certain document

Entitled: Affidavit Death of Trustee

Dated: June 5, 2023 Executed by: Susan J. Tarizzo Recording Date: June 20, 2023

Recording No.: 20230399782 of Official Records

Reference is hereby made to said document for full particulars.

**10.** Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

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

Update: 1

### **EXCEPTIONS**

(continued)

11. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

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

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

12. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed <a href="ALTA Information Collection Form">ALTA Information Collection Form</a> ("ICF") prior to closing the transaction contemplated herein.

To protect the private information contained in the attached form and photo ID, please return via a secured method.

13. Plotted Easements

**END OF EXCEPTIONS** 

Update: 1

### **NOTES**

- **Note 1.** 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: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 3. If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the 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 faced typed 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 4. NOTE: When this title order closes and if the Company is handling the loan proceeds through a sub-escrow, all title charges and expenses normally billed will be deducted from those loan proceeds. Title charges and expenses would include Title Premiums, any Tax or Bond advances, Documentary Transfer Tax, Recording Fees, etc.
- **Note 5.** Note: None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an Extended Coverage Loan Policy, when issued.
- Note 6. 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 Single Family Residence, known as 1515 Winchester Avenue, in the City of Glendale, County of Los Angeles, State of California, to an Extended Coverage Loan Policy.
- Note 7. 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 8.** 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.
- Note 9. A Preliminary Change of Ownership form is required upon a change in ownership of the Land. Section 480 of the Revenue and Taxation Code of the State of California requires that a grantee of real property complete a Preliminary Change of Ownership statement, which is to be filed at the time that a grant deed is recorded. In the event that the statement is not completed and presented at the time of the recording of the deed, the County Recorder will assess the grantee an additional charge to record the deed. In addition to the additional charge at the time of recording, the County Assessor may assess additional fees and penalties for failure to file the Ownership Statement within the required time.
- **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.

Update: 1

### **NOTES**

(continued)

Note 11. 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.

Note 12. The Company will require either (a) a complete copy of the trust agreement and any amendments thereto certified by the trustee(s) to be a true and complete copy with respect to the hereinafter named trust, or (b) a Certification, pursuant to California Probate Code Section 18100.5, executed by all of the current trustee(s) of the hereinafter named trust, a form of which is attached.

Name of Trust:

The Tarizzo Family Trust

**END OF NOTES** 



## **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: <a href="http://www.ic3.gov">http://www.ic3.gov</a>

## FIDELITY NATIONAL FINANCIAL CALIFORNIA PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This California Privacy Notice explains how we collect, use, and disclose Personal Information, when and to whom we disclose such information, and the rights you, as a California resident ("Consumer"), have regarding your Personal Information ("California Privacy Rights"). "Personal Information" means information that identifies, relates to, describes, and is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. If FNF has collected, used, or disclosed your Personal Information in relation to a job application or employment, independent contractor, officer, owner, or director relationship with FNF, FNF's practices are discussed in our Notice at Collection for Prospective Employees, available at <u>Prospective California Employees</u>.

Some subsidiaries maintain separate California Privacy Notices or privacy statements. If a subsidiary has a separate California Privacy Notice, it will be available on the subsidiary's website, and this California Privacy Notice does not apply.

## **Collection of categories of Personal Information:**

In the preceding twelve (12) months FNF has collected, and will continue to collect, the following categories of Personal Information from you:

- Identifiers such as name, address, telephone number, IP address, email address, account name, social security number, driver's license number, state identification card, passport number, financial information, date of birth, or other similar identifiers;
- Characteristics of protected classifications under California or Federal law;
- Commercial information, including records of personal property, products or services purchased, or other purchasing or consuming histories;
- Internet or other electronic network activity information including, but not limited to browsing history on FNF websites, and information regarding a Consumer's interaction with an FNF website;
- Geolocation data;
- Professional or employment information;
- Education Information.

### This Personal Information is collected from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with FNF, our affiliates, or others;
- Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities, or from internet service providers, data analytics providers, and social networks;
- Information from the use of our websites and mobile applications;
- Information we receive directly from you related to doing business with us.

## This Personal Information is collected for the following business purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To perform a contract between FNF and the Consumer;
- To improve our products and services;
- To comply with legal obligations;

- To protect against fraudulent or illegal activity;
- To communicate with you about FNF or our affiliates;
- To maintain an account with FNF or our affiliates;
- To provide, support, personalize, and develop our websites, products, and services;
- To provide reviews and testimonials about our services, with your consent;
- To directly market our products to consumers;
- As described to you when collecting your Personal Information or as otherwise set forth in the California Consumer Privacy Act.

## **Disclosures of Personal Information for a business purpose:**

In the preceding twelve (12) months FNF has disclosed, and will continue to disclose, the categories of Personal Information listed above for a business purpose. We may disclose Personal Information for a business purpose to the following categories of third parties:

- FNF affiliates and subsidiaries:
- Non-affiliated third parties, with your prior consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service Providers and non-affiliated third parties such as internet service providers, data analytics providers, and social networks;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

### **Sale of Personal Information:**

In the preceding twelve (12) months, FNF has not sold or shared Personal Information. FNF does not sell or share Personal Information.

### **Retention Periods:**

Due to the breadth and variety of data collected by FNF, it is not possible for us to provide you with a comprehensive list of timeframes during which we retain each category of Personal Information. FNF retains categories of information as reasonably necessary to satisfy the purpose for which we collect the information. This time period varies depending on the purpose for which we collected the information, the nature and frequency of our interactions and relationship with you, whether we have a legal basis to continue retaining the information, industry practices, the value and sensitivity of the information, and state and federal recordkeeping requirements.

### **Personal Information of minors:**

FNF does not knowingly collect the Personal Information of minors. FNF does not sell or share the information of consumers under sixteen (16) years of age.

#### **Sensitive Personal Information:**

FNF does not use or disclose sensitive Personal Information for any purposes other than those specified in the California Consumer Privacy Act.

## Right to know:

Consumers have a right to know about Personal Information collected, used, disclosed, shared, or sold, including the categories of such Personal Information, as well as the purpose for such collection, use, disclosure, sharing, or selling, categories of third parties to whom Personal Information is disclosed, shared or sold, and the specific pieces of Personal Information collected about the consumer. Consumers have the right to request FNF disclose what Personal Information it collected, used, and disclosed in the past twelve (12) months.

### Right to request deletion:

Consumers have a right to request the deletion of their Personal Information, subject to certain exceptions.

### **Right to Correct:**

Consumers have the right to correct inaccurate Personal Information.

### Right to non-discrimination:

Consumers have a right not to be discriminated against because of exercising their consumer privacy rights. We will not discriminate against Consumers for exercising any of their California Privacy Rights.

## **Privacy Requests:**

To exercise any of your California Privacy Rights, or if acting as an authorized agent on behalf of another individual, please visit <u>California Privacy Request</u>, call us Toll Free at 888-413-1748, or write to the address at the end of this notice.

Upon making a California Privacy Request, FNF will verify the consumer's identity by requiring an account, loan, escrow number, or other identifying information from the consumer.

The above-rights are subject to any applicable rights and obligations including both Federal and California exemptions rendering FNF, or Personal Information collected by FNF, exempt from certain CCPA requirements.

A Consumer may use an Authorized Agent to submit any CCPA request. Authorized agents' requests will be processed like any other CCPA request, but FNF will also require the Consumer provide the agent's written permission to make the request and verify his or her identity with FNF.

### 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 describing the categories, sources, and uses of your Personal Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Information. FNF does not share 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.

## **California Privacy Notice - Effective Date:**

This California Privacy Notice was last updated on December 1, 2023.

## **Contact for more information:**

For questions or concerns about FNF's California Privacy Notice and privacy practices, or to exercise any of your California Privacy Rights, please visit <u>California Privacy</u>, call Toll Free 888-413-1748, or contact us by mail at the below address.

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

### ATTACHMENT ONE

## CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11-09-18)

### **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.
- 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:

- 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 unless such lien is shown by the public records at Date of Policy.

### **EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II**

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

# CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

#### **EXCLUSIONS FROM COVERAGE**

The following matters are 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:

- a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
- 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.
  - Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
- 7 Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## **EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

### PART I

- (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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
- 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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

#### **PART II**

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

## CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21) EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We 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) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, or regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.

- 2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by You;
  - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
  - c. resulting in no loss or damage to You;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
  - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
- 4. Lack of a right:
  - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
  - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.

- 5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - i. for any other reason not stated in Covered Risk 30.
- 7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
- 9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
- 10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

### 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:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
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

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
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

## **ALTA OWNER'S POLICY (07-01-2021)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are 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:

- a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

- Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the 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;
  - resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
- 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- 6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
- 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

## **EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

- (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 at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
- 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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

## 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:

- (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.

### **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:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

- (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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
- 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, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

## **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.

**Underwritten by FNF Underwriters** 

CTIC - Chicago Title Insurance Company

CLTIC - Commonwealth Land Title Insurance Company

FNTIC - Fidelity National Title Insurance Company

## **FNF Underwritten Title Companies**

CTC - Chicago Title Company

CLTC - Commonwealth Land Title Company

FNTC - Fidelity National Title Company of California

FNTCCA - Fidelity National Title Company of California CTIC - Chicago Title Insurance Company

TICOR - Ticor Title Company of California

LTC - Lawyer's Title Company

SLTC - ServiceLink Title Company

## **Available Discounts**

## **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 forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

### MILITARY DISCOUNT RATE

Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is applicable, will be entitled to a discount equal to fifteen percent (15%) of the otherwise applicable rates such party would be charged for the title insurance policies.

Minimum charge: Four Hundred Twenty-Five And No/100 Dollars (\$425.00)

The Company may require appropriate proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

## **ALTA INFORMATION COLLECTION FORM**



Under 31 U.S.C. § 5326(a), the Treasury Department's Financial Crimes Enforcement Network (FinCEN) issued a Geographic Targeting Order to title insurance companies requiring the collection of beneficial ownership information for certain real estate transactions.

Please complete the below questionnaire. This Company will rely on the answers provided to meet its reporting obligations.

## Who is completing this form?

Name Position/Title			Company/Law Firm					
Postal Address (Headquarters)	City	City		State	Zip			
Phone	Email	Email		Fax				
Transactional Information								
Property Address (If multiple properties see NOTE below):								
City			State	Zip	County			
Date of Settlement	Total purchase prid	Total purchase price (If multiple properties see NOTE below) \$						
Type of Transaction: ☐ Residential (1-4 family) ☐ Commercial Bank Financing: ☐ Yes ☐ No								
Purchaser type: ☐ Natural Person ☐ Corporation ☐ LLC ☐ Partnership ☐ Other								
NOTE: If more than one property is purchased, list each address and purchase price on an addendum.								
Purchase Funds Information								
Total Amount paid by below instruments: \$								
Which type of Monetary Instruments were used (Use check boxes below)								
☐ U.S. Currency (Paper money and coin)								
☐ Foreign Currency	Country:							
☐ Cashier's check(s)	☐ Money order(s)							
☐ Certified check(s)	☐ Personal or Business check(s)							
☐ Wire or other funds transfer(s)	□ Virtual Currency							

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#### **Individual Primarily Representing Purchaser**

(Defined as the individual authorized by the entity to enter into legally binding contracts.)

Attach Legible copy of government issued identification (i.e. passport, driver's license, etc.)						
Type of ID		ssuing State or Country Gov't ID No.				
Last Name		First Name			M.I.	
Date of Birth	Occupation	Individual Taxpayer ID No. (if none	write N/A)	% of ow	nership	
Address		City		State	Zip	

#### **Purchaser's Name and Address**

Name of Purchaser				
Taxpayer ID No. or EIN (if none write N/A)		Doing Business Name (DBA) (If n	one write N	/A)
Address	City		State	Zip

Complete the following pages if the real estate purchase is being made by a corporation, LLC, partnership, or other legal entity. (Do not report trusts.)

For Corporations, LLCs, Partnerships and Other Entities provide the information for:

- Each **BENEFICIAL OWNER** defined as an individual who, directly or indirectly, owns Twenty-Five Percent (25%) or more of the equity interests of the Purchaser.
- If a legal entity or a series of legal entities own the equity interests of the Purchaser, provide information for each **BENEFICIAL OWNER**, of each legal entity in the series of legal entities.

(Note: It is NOT necessary to complete the address fields if the information is on a legible copy of the government issued ID submitted to the title underwriter.)



Attach Legible copy	y of government issued iden	tification (i.e. passport, driver's licer	nse, etc.)		
Type of ID		Issuing State or Country Gov't ID No		No.	
Last Name		First Name			M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. (if none	write N/A)	% of ov	l vnership
Address		City		State	Zip
Attach Legible copy	y of government issued iden	tification (i.e. passport, driver's licer	nse, etc.)		
Type of ID		Issuing State or Country	Gov't ID N	No.	
Last Name		First Name			M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. (if none	write N/A)	% of ow	vnership
Address		City		State	Zip
				L	
Attach Legible copy	y of government issued iden	tification (i.e. passport, driver's licer	nse, etc.)		
Type of ID		Issuing State or Country	Gov't ID N	No.	
Last Name		First Name	ı		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. (if none	write N/A)	% of ow	vnership
Address		City		State	Zip



Attach Legible copy	y of government issued iden	tification (i.e. passport, driver's licer	nse, etc.)		
Type of ID		Issuing State or Country Gov't ID No		No.	
Last Name		First Name			M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. (if none	write N/A)	% of ov	l vnership
Address		City		State	Zip
Attach Legible copy	y of government issued iden	tification (i.e. passport, driver's licer	nse, etc.)		
Type of ID		Issuing State or Country	Gov't ID N	No.	
Last Name		First Name			M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. (if none	write N/A)	% of ow	vnership
Address		City		State	Zip
				L	
Attach Legible copy	y of government issued iden	tification (i.e. passport, driver's licer	nse, etc.)		
Type of ID		Issuing State or Country	Gov't ID N	No.	
Last Name		First Name	ı		M.I.
Date of Birth	Occupation	Individual Taxpayer ID No. (if none	write N/A)	% of ow	vnership
Address		City		State	Zip



Attach Legible co	by of government issued ide	entification (i.e	e. passport, driver's lice	ense, etc.)		
Type of ID		Issuing Sta	Issuing State or Country Gov't ID No.			
Last Name		First Name	9			M.I.
Date of Birth	Occupation	Individual	Taxpayer ID No. (if none	e write N/A)	% of ov	vnership
Address		City			State	Zip
		1				
	by of government issued ide	•		ense, etc.)		
Type of ID		Issuing Sta	Issuing State or Country Gov't ID N		) No.	
Last Name		First Name	9			M.I.
Date of Birth	Occupation	Individual	Taxpayer ID No. (if none	e write N/A)	% of ov	vnership
Address		City			State	Zip
that this Title Com obligation under 31	e best of my knowledge, the pany will rely on this infor U.S.C. § 5326(a).	mation for the	e purposes of comple	ting any rep	oorts mad	le pursuant to an
Signature:			Date:			
Type or Print Nam	ie:		Title:			

#### WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. Street City Zip Date of Inspection Number of Pages 1515 WINCHESTER AVE. GLENDALE 91201 09/21/2023 9 19050 Kittridge St. #8 Reseda, CA 91335 (818) 769-7070 OPERATORS OF CALIFORNIA Woodys Termite@Hotmail.com Termite Control Ordered by: Property Owner and/or Party of interest: Report sent to: AGENT: SELLER: C/O AGENT MARK TARIZZO THE "DONUT GUY" JENEWEIN ESTATES, INC. ATTN: JUSTIN JENEWEIN Report # 202324700 Lic# PR5190 Escrow # COMPLETE REPORT 🛛 LIMITED REPORT SUPPLEMENTAL REPORT REINSPECTION REPORT Inspection Tag Posted: ATTIC General Description: One story stucco, wood siding home, furnished, detached Other Tags Posted: garage, composition roof. An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected Drywood Termites □ Fungus / Dryrot Other Findings **Further Inspection** If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items. Note: Diagram not to scale SUBAREA ACCESS 3B 2C 3C = Foliage 3C 2A S 4A PATIO Η 4A 0 2В 2B Ρ 4A 2A 2A 5B 3D 2B 0 С 4C 4C 0  $\circ$ 1 A (1B FENCE (GAS) 4C 4C TREE 1C hu Gillings 3A Inspected by: LEE J GILLINGS Inspected by: LEE J GILLINGS State License No. FR 22473 Signature by
You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years.

To obtain copies contact: Structural pest Control Board, 2005 Evergreen Street, Suite 1500 Sacramento, California, 95815.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, 800) 737-8188 or <a href="https://www.pestboard.ca.gov">www.pestboard.ca.gov</a>

## Page 2 of standard inspection report on the property located at:

Bldg. No.	Street.	City.	Zip	Date	Report #	
1515	WINCHESTER AVE.	GLENDALE	91201	09/21/2023	202324700	

#### NOTICE TO OWNER

WHAT IS A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT? READ THIS DOCUMENT. IT EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL INSPECTION AND A WOOD DESTROYING PEST AND ORGANISM INSPECTION REPORT.

This is a Wood Destroying Pest & Organisms Inspection report. IT IS NOT A PEST CONTROL INSPECTION REPORT and does not include common household pests such as ants, cockroaches, silverfish, beetles, fleas, moths, weevils, vermin, mice, rats, bats, etc. If you would like your property inspected for common household pests please call us and we will refer you to a licensed general pest control company.

Some structures do not comply with building code requirements or may have structural, plumbing, electrical, mechanical, heating, air conditioning, or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest & Organisms Inspection Report does not contain information on such defects, if any, as they are not within the scope of the licenses of this company or it's employees.

The Structural Pest Control Act requires inspection of only those areas which are visible and accessible at the time of the inspection. Some areas of the structure are not accessible to inspection, such as the interior of hollow walls, spaces between floors or porch or decks and ceilings below, areas concealed by carpeting, appliances, furniture or cabinets, insulated attics or sub areas, attics, or sub areas with less than 18 inches of crawl space, areas where there is no access without defacing or tearing out lumber or painted areas, or areas covered by vegetation. Infestations or infections may be active in these areas without visible and accessible evidence. If you desire information about areas that were not inspected, a further inspection may be performed at an additional cost. Carpets, furniture, or appliances are not moved and windows are not opened during a routine inspection. Unless otherwise specified in this report, we do not inspect fences, sheds, dog houses, detached patios, detached wood decks, wood retaining walls or wood walk ways. Second story eaves are inspected from ground level only. If you would like them inspected more closely, they may be inspected further at an additional charge

The exterior surface of the roof was not inspected. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractor's State License Board.

This company does not certify or guarantee against any leakage, such as (but not limited to) plumbing, appliances, walls, doors, windows, any type of seepage, roof or deck coverings. This company renders no guarantee, whatsoever, against any infection, infestation or any other adverse condition which may exist in such areas or which may become visibly evident in such areas after the date of this report. Upon request, further inspection of these areas would be performed at an additional charge.

In the event damage or infestation described herein is later found to extend further than anticipated, our bid will not include such repairs. A supplemental report will be prepared listing any additional repairs, treatment and additional costs. OWNER SHOULD BE AWARE OF THIS CLOSED BID WHEN CONTRACTING WITH OTHERS OR UNDERTAKING THE WORK HIMSELF/ HERSELF. If this report is used as a credit for future work after the close of escrow, then parties of interest should be aware that more damage may become visible during the course of repairs and that a supplemental report will be issued with findings, recommendations and costs.

If requested by the person ordering this report, a re-inspection of the structure will be performed if an estimate or bid for making repairs of the item(s) was given with the original inspection report or thereafter by this company. The re-inspection is a visual inspection of those items previously listed on the original report. Such requests must be made within four (4) months of this inspection. Every re-inspection fee amount shall not exceed the original inspection fee.

If inspection of a particular area is found to be inaccessible or limited in any way, such as excessive storage, moisture, insulation, or construction, a further inspection will be made by this company if requested by the owner and the area(s) made accessible.

Wall paper, stain, and interior painting are excluded from our contract. New exterior wood exposed to the weather will be prime painted only, upon request and at an additional expense.

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Newly painted surfaces or repairs in some instances can conceal evidence of damage. This firm does not assume any responsibility for hidden defects if a structure has recently been painted or any repair work has been done deliberately or inadvertently to conceal adverse conditions or infections.

All pesticides and fungicides must be applied by a state certified applicator (§ 8555 Business & Professions Code Division 3) and in accordance with the manufacturer's label requirements.

Local treatment is not intended to be an entire structure treatment method. If infestations of wood destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated.

During the process of treatment or replacement, it may be necessary to drill holes through ceramic tiles or other floor coverings; these holes will be sealed with cement or other sealer. We assume no responsibility for cracks, chipping, or other damage to floor coverings. We do not re-lay carpeting.

We assume no responsibility for damage to any plumbing, water, gas, or electrical lines, etc., in the process of pressure treatment of concrete slab areas or replacement of concrete or structural timbers.

Second story stall showers are inspected but not water tested unless there is evidence of leaks in ceilings below. Sunken or below grade showers are not water tested due to their construction.

If during the course of, or after opening walls or any previously concealed or inaccessible areas, further damage or infection or infestation is found, a supplemental report will be issued with findings, recommendations and costs. Any work completed in these areas will be at owner's direction and at an additional charge.

This company will re-inspect repairs done by others within four (4) months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each re-inspection. If the inspection of concealed areas are desired, inspection of work in progress will be necessary. Any guarantees must be received from the parties performing repairs.

This company guarantees it's treatments for one year and repairs for one year from the date of service and fumigation for two years for effectiveness of treatment and defects in materials and workmanship. This warranty does not cover conditions hidden by finished surfaces or that may develop in/or from inaccessible areas and /or after the date of inspection. THIS COMPANY DOES NOT GUARANTEE THE WORK DONE BY OTHERS. IF CERTIFICATION is required, then any work done by others must be CERTIFIED by them.

"NOTICE: Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. You have the right to seek a second opinion from another company."

This Wood Destroying Pest & Organisms Inspection Report DOES NOT INCLUDE MOLD or any mold like conditions. No reference will be made to mold or mold like conditions. Mold is not a Wood Destroying Organism and is outside the scope of this report as defined by the Structural Pest Control Act. If you wish your property inspected for mold or mold like conditions, please contact the appropriate mold professional.

If methods other than fumigation are recommended, the consumer must be fully aware that this localized treatment may not provide eradication of other wood-destroying insect-infested areas, as this secondary method is considered substandard, and may not destroy the colony. Fumigation of the structure is required recommendation when: wood destroying infestation exists in areas inaccessible and impractical to make accessible to hand application. (Reference: Section 8516((8): Rules and Regulations 1991)) for and in consideration of the amount specified herein. It is agreed that the repairs, termite and fungi treatment listed shall constitute the work detail of this contract and labor agreement. The total amount of this contract is due and payable upon completion of work listed. In the event that the work set forth herein is being done in accordance with the terms of escrow and authorized individual, agrees that payment for the work completed shall be due and payable upon either closing or cancelation of escrow or within ten days of completion or whichever occurs first. Owner or his agent, by the execution of this agreement, hereby authorizes and instructs escrow to pay the cost set forth above and supersedes all future encumbrances through escrow upon cancelation or closing or withing ten days of completion.

#### Page 4 of standard inspection report on the property located at:

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#### FINDINGS & RECOMMENDATIONS

"This is a separated report which is defined as Section I/Section II conditions evident on the date of inspection. Section I contains items where there is visible evidence of active infestation, infection or conditions that have resulted in or from infestation or infection. Section II items are conditions deemed likely to lead to infestation but where no visible evidence of such was found. Further inspection items are defined as recommendations to inspect area(s) which during the original inspection did not allow the inspector access to complete the inspection and cannot be defined as Section I or Section II."

1A) Findings: Subterranean termites, subterranean termite damage and fungus damage noted at attached privacy fence.

Recommendations: Tear down and rebuild privacy fence with current stock. Prime/paint.
(Section I)

1B) Findings: Subterranean termites noted at stump next to foundation.

Recommendations: Saturate stump with chemical Termidor (EPAREG. #7969-210) as practical. (Section I)

1C) Findings: Subterranean termite evidence noted at hardwood flooring.

Recommendations: Rod treat across front planter. Drill and treat porch with chemical Termidor (EPAREG. #7969-210). Patch injection points. (Section I)

1D) Findings: Minor subterranean termite damage noted at hardwood floor.

Recommendation: Others to contact appropriate tradesman for further inspection and/or repairs.
(Section I)

2A) Findings: Evidence of drywood termites noted at detached garage, rear patio and attic framing.

Recommendation: Seal the structure and fumigate with an approved fumigant for the eradication of drywood termites. NOTES: Landscaping must be removed one foot from the roof line and one foot from side of the structure. The structure must be vacated until the fumigation is complete. Gas will be turned off one day prior to fumigation. It is the owners responsibility to have gas main made accessible for gas technician and to set your own appointment to have gas reinstated after the fumigation. Every precaution will be taken during the fumigation process, however, this company assumes no responsibility for any damage to roofs, plants, or antennas. Fumigation cannot begin during inclement weather. Woody's Termite Control does not provide on-site security during the fumigation process. Please review the fumigation notice regarding valuables. Cover or remove accessible pellets. Two year warranty. (Section I)

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2B) Findings: Drywood termite damage noted at garage 2x4 top plate and 2x4 rafter tail.

Recommendations: Remove and replace damaged wood members as needed to correct. Prime/paint wood.
(Section I)

2C) Findings: Minor drywood termite damage noted at 4x12 patio beam end.

Recommendation: Damage appears to be minor and has not weakened the wood member. Fill damaged areas with wood filler. Prime/paint wood.

(Section I)

3A) Findings: Fungus damage noted at lap-siding bottom boards.

Recommendation: Remove and replace damaged wood members as needed to correct. Treat adjoining wood members with a fungicide. Prime/paint wood. (Section I)

3B) Findings: Fungus damage noted at rear patio 4x12 beam end and v-rustic eaves.

Recommendation: Perform a sectional beam repair and eave repair with current stock. Prime/paint and/or stain. Exact match not guaranteed. (Section I)

3C) Findings: Minor fungus damage noted at post base blocks.

Recommendation: Install pressure treated block pieces. (Section I)

3D) Findings: Fungus damage noted at side garage door.

Recommendation: Others to contact appropriate tradesman for further inspection and/or repairs.
(Section I)

4A) Findings: Weathered exterior wood.

Recommendation: Others to paint and/or seal exterior to prolong against future wood destroying organism issues.
(Section II)

4B) Findings: Worn hardwood flooring.

Recommendation: Others to contact appropriate tradesman for further inspection and/or repairs.

(Section II)

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4C) Findings: As a highly recommended wood destroying organism treatment to the visible/accessible bare wood in attica and subarea, we make the following recommendation.

Recommendation: Topically treat with chemical Bora-Care (EPAREG. #64405-1) as practical. (Section II)

Note: Performing this item in conjunction with fumigation (2A) will add a one-year local warranty, to begin when two year fumigation warranty has expired. Re-treatment during local warranty will be in same manner as listed above.

5A) Findings: Garage inspection limited due to wall coverings and storage.

Recommendation: Further inspection recommended. Upon request, additional fees and/or additional equipment, this company would return, further inspect and issue a report with any additional findings, recommendations and costs. (Further Inspection)

5B) Findings: Soffit eaves noted. No internal wood destroying organism representations.

Recommendation: Further inspection recommended. Upon request, additional fees and/or additional equipment, this company would return, further inspect and issue a report with any additional findings, recommendations and costs. (Further Inspection)

5C) Findings: Enclosed porch overhangs, no internal wood destroying organism representations.

Recommendation: Further inspection recommended. Upon request, additional fees and/or additional equipment, this company would return, further inspect and issue a report with any additional findings, recommendations and costs. (Further Inspection)

5D) Findings: Rear addition attic has been taped and sealed shut. No access.

Recommendation: Further inspection recommended. Upon request, additional fees and/or additional equipment, this company would return, further inspect and issue a report with any additional findings, recommendations and costs. (Further Inspection)

5E) Findings: Main house attic uninsulated. No catwalks.

Recommendation: Periodic further inspection recommended. Upon request, additional fees and/or additional equipment, this company would return, further inspect and issue a report with any additional findings, recommendations and costs. (Further Inspection)

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5G) Findings: Stall shower was water tested. No visible leaks at this time.

Recommendation: Periodic further inspection recommended. Upon request, additional fees and/or additional equipment, this company would return, further inspect and issue a report with any additional findings, recommendations and costs. (Further Inspection)

5H) Findings: Plywood retrofits over sub-framing restricts wood destroying organism representations.

Recommendation: Further inspection recommended. Upon request, additional fees and/or additional equipment, this company would return, further inspect and issue a report with any additional findings, recommendations and costs.

(Further Inspection)

#### Cost of Items:

Section I	ction I:
-----------	----------

Drywood Termite:

Fumigation:

2A \$ 2,995.00

#### Subterranean Termite:

1A \$ 700.00 1B,1C \$ 900.00

## Wood Repair:

1D,3D By Others 2B,2C,3A,3B,3C \$ 1,800.00

#### Section II:

4A,4B

4C \$ 1,000.00 (Optional/Preventative)

#### Further Inspection:

5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H

#### Page 8 of standard inspection report on the property located at:

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"NOTICE: The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept Woody's Termite Control's bid or you may contract directly with another registered company licensed to perform the work. If you chose to contract directly with another registered company, Woody's Termite Control will not in any way be responsible for any act or omission in performance of the work that you directly contract with another to perform."

Under the California Mechanic's Lien Law any structural pest control company which contracts to do work for you, any contractor, sub-contractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers, or suppliers remain unpaid. To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

Thank you for selecting WOODY'S TERMITE CONTROL to perform a Wood Destroying Pest and Organisms Inspection on your property. Our inspectors have determined that your property will benefit from the safe application of a chemical commonly used for structural pest control. In accordance with the laws and regulations of the State of California, we are required to you and your occupants with the following information prior to any application of chemicals to your property. Please take a few moments to read and become familiar with the content.

"State law requires you be given the following information: CAUTION – PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the State finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized."

"If within 24 hours following application you experience similar to common seasonal illness comparable to the flu, contact your physician or Poison control center (800) 876-4766 and your pest control company immediately."

For further information, contact any of the following: Woody's Termite Control (818) 995-2887; for Health Questions: Los Angeles County Health Department (213) 744-3070; For Application information: Los Angeles County Agriculture Commission (626) 575-5451; and for regulatory information: Structural Pest Control Board 2005 Evergreen Street, Suite 1500, Sacramento, California 95815, (800) 737-8188.

#### CHEMICALS USED FOR LOCALIZED TREATMENT& FUMIGATION:

X TERMIDOR (EPA REG. # 7969-210)TAURUS (EPAREG. #53883-279) Active ingredient:Fipronil 9.1%
D-FOAM: (EPA REG. # 9444-227): Active ingredient: Deltamethrin .06% (S)-alpha-cyano-3-phenoxybenzyl-(1R,3R)-3-(2-2-dibromovinyl)-2,2-Dimethylcylcopropanecarboxylic acid.
<u>X</u> TIM-BOR (EPA REG. # 64405-8): Active ingredient: Disodium Octaborate Tetrahydrate 98%.
CY-KICK (EPA REG. # 499-470): Active ingredient: Cyfluthrin 6.0%.
BORA-CARE (EPA REG. # 64405-1): Active ingredient: Disodium Octaborate Tetrahydrate 40% Other ingredients 60%.
X ZYTHORE (EPA REG. # 81824-1-AA)/VIKANE (EPA REG. # 464-232): Active ingredient: Sulfuryl Floride / Chloropicrin.
X TERMIDORE FOAM (EPA REG. # 499-563) ACTIVE INGREDIENT: FIPRONIL .005%

## Final page of standard inspection report on the property located at:

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I have read the terms of this contract and Wood Destroying Pests and Organisms Inspection report, having accepted a copy, I agree to all terms thereof.					
agree to all ter	ms thereof.				

Accepted:

Date:

If accepted, please sign and e-mail us at Woodys\_Termite@hotmail.com. This office must receive a signed copy of this agreement prior to commencement of work.

By: \_\_\_\_\_ ( Print name, title )



**Invoice Date:** 09/21/2023



19050 Kittridge St. #8, Reseda, CA 91335

То:	For:
SELLER: MARK TARIZZO	1515 WINCHESTER AVE. GLENDALE CA.91201

**Job Description:** 

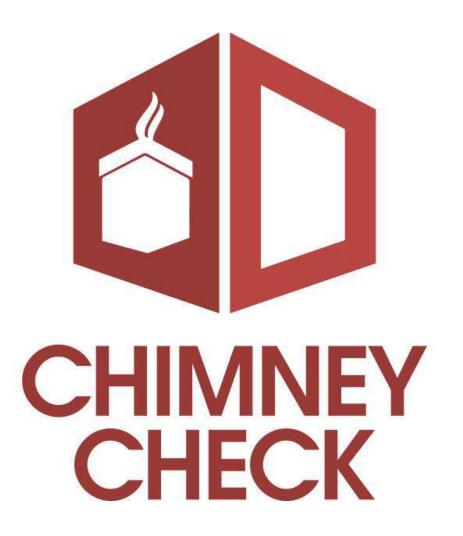
Termite Inspection Fee: \$ 75.00

We now accept Zelle, you can find us by searching "woodys\_termite@hotmail.com"

\*\*You must include property address or invoice number in the note\*\*

Please make check payable to: Woody's Termite Control 19050 Kittridge St. #8,

Reseda, CA 91335



# **Mark Tarizzo**

1515 Winchester Ave., Glendale CA 91201

Inspector: John LeBaron.

September 24, 2023

Chimney Check Professionals, LLC 209 E Alameda Ave., Suite 205 Burbank, CA 91506 818-951-7550



1515 Winchester Ave., Glendale CA 91201

CLIENT PRESENT: The client is the current owner. The client was present

DATE OF INSPECTION: September 24, 2023

Use of this report asserts that the Inspection Contract has been accepted and agreed to by the client (whether or not it has been signed) and that the limitations section has been read, understood and also agreed.

The goal of this inspection is to render an opinion as to the condition of the fireplace/s and chimney/s, based on available access. No destructive testing is performed.

<u>This is not a code compliance inspection</u>. The inspectors opinion may be that a particular "violation" may not require a repair for the safe operation of the system/s.

The information contained within this report is for the sole benefit of the client indicated in this report and its use is not transferable.



The following recommendations have been exclusively prepared for: Mark Tarizzo at 1515 Winchester Ave., Glendale CA 91201

## RECOMMENDATIONS

Before the Fireplace is operated the following recommendations should be performed.

**POTENTIAL COSTS:** \$5,500 to \$6,500 could be used (not a guarantee) as a gauge for repair costs, or more. This is based on my ability to inspect and the limitations of this inspection.

NOTE: Potential cost/s are given as a courtesy and are not guarantees of costs. This is given as a sort of gauge and is not intended to be relied upon. Items not specifically part of the fireplace system/s are excluded from the potential costs

POTENTIAL COSTS EXCLUSIONS: Specific exclusions include (but are not limited to) the following:

Drainage corrections.

Modifications to the Downspout/s

## FIREPLACE UNIT

## **CHIMNEY**

## --SPARK ARRESTER/CAP--

It is recommended to install an approved and properly sized termination cap (spark arrester/rain cap).

#### --EXTERIOR MASONRY--

Any exterior cracking along the masonry surfaces should be sealed to help prevent moisture intrusion.

## --MASONRY FLUE--

The grouting between the flue tiles should be replaced/repaired. All gaps and voids should be properly filled. All rough surfaces should be smoothed and any offsets within the system should be smoothed so that there are proper transitions (this will assist with the drafting characteristics of the systems).

## --SMOKE CHAMBER--

It is recommended that the smoke chamber be parge coated (a minimum 5/8 layer of fire rated mortar be applied to the smoke chamber and areas above the firebox) and any gaps, voids or deteriorated areas be smooth coated and filled with the same fire rated material.

## **FIREPLACE**

#### --DAMPER--

It is advised to repair the damper or replace it, so as to achieve a properly functioning damper.

## --GAS APPLIANCE--

It is advised to replace the current gas log system with a "Listed" system.

#### --GAS VALVE--

A gas valve requiring a key should be installed outside the firebox area per city standards.

## --SCREEN--

The screen should be repaired so that it operates properly.

#### --EXTERIOR BASE--

Drainage around the fireplace structure should be evaluated (and any needed corrections performed, if any) by a qualified drainage specialist.

The downspout/s should be diverted away from the fireplace system.

It is recommended that any cracking along the exterior brick surfaces be sealed.

## --ASH DUMP--

Repairs to the exterior ash dump door are optional, since the ash dump is a "convenience" feature that does not necessarily add to convenience.

The vegetation should be trimmed and maintained so that there is adequate distance between the vegetation and the ash outer dump door (in my opinion, 6 inches minimum).

## **ADDITIONAL**

**MAINTENANCE:** It is recommended that the system be fully evaluated and cleaned yearly (as is applicable), and after seismic activity

**FOLLOW-UP INSPECTION:** To help ensure that repairs have been appropriately completed a full evaluation should be performed by a qualified inspector, after all the recommended corrections have been completed.

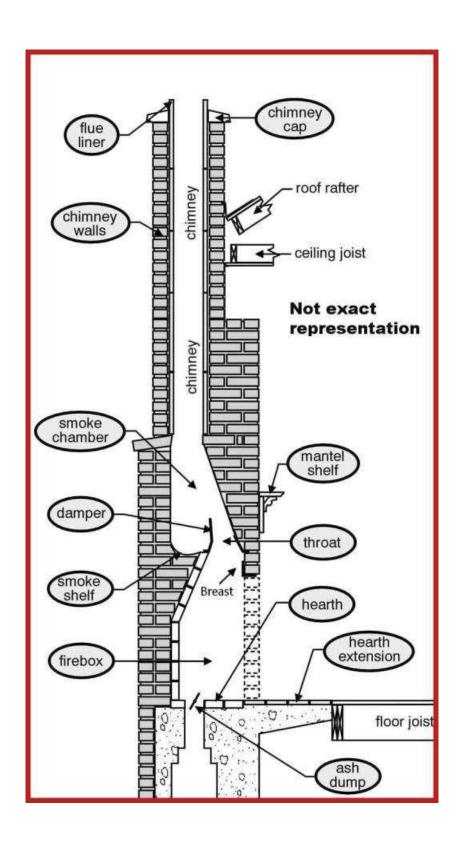
**THREE BIDS:** It is recommended that three bids be obtained by qualified contractors before the end of inspection contingencies, to help ensure that the actual cost of repairs are fully known.

**RECOMMENDATIONS:** The above recommendations are given based on available access and ability to inspect. Recommendations that are given for roof, drainage, gas lines and any other components that are not specifically part of the fireplace system are given as a courtesy and does not assert an inspection of that item either in part or full.

**POTENTIAL COSTS:** Potential costs given do not include repairs needed that are not specifically part of the fireplace/chimney system/s, such as roof repairs, painting, mantle/surround modifications, finish surfaces, tree trimming, moisture related issues, drainage and etc. Any potential costs given assume that the repairs will be performed by a qualified contractor.

Potential costs are based on discoveries at the time of inspection (of accessible areas only) and cannot foresee additional repairs needed that are determined after further evaluation, obtained access or during repairs, such as in the case where chase or attic areas were not accessed (it can be expected that the final cost will increase from what was expected).

# **DIAGRAM**



# FIREPLACE UNIT

## **CHIMNEY**

## MASONRY CHIMNEY TYPE:

The chimney is made of masonry. This is a reinforced masonry structure (this is when the chimney has metal reinforcements built into the system, otherwise known as rebar).



## **RELATIONSHIP TO THE STRUCTURE:**

This is a one story fireplace/chimney system.

## SPARK ARRESTER/CAP:

**FIRE SAFETY RISK.** The chimney is not equipped with a proper spark arrester/rain cap system.



## MASONRY CHIMNEY CONDITION:

The structure did not move significantly when pressure was applied. In my opinion the chimney does not require replacement to achieve a viable system.

No predictions or guarantees can be given regarding the ability of this masonry structure to withstand the effects of the forces of nature. Future seismic activity cannot be predicted.

## **EXTERIOR MASONRY:**

NEEDS ATTENTION. There are areas of exterior cracking (above the roof line) which in my opinion do not represent themselves as structural defects requiring replacement of the chimney. These cracks, however, should be properly sealed to help prevent further deterioration and potential damage.





## FLUE TYPE:

The interior flue is a clay liner system. The shape of the flue is oval.



## **MASONRY FLUE:**

FIRE SAFETY RISK. There is deteriorated/missing grouting between the flue tiles. This is considered a fire safety concern and is a violation of masonry flue liner installation standards.

## SMOKE CHAMBER CONDITION:

FIRE SAFETY RISK. The smoke chamber area has general wear and deterioration noted to the inside surfaces. This is considered a potential fire safety concern.

There are gaps between some of the masonry surfaces which can allow for the passage of heat into areas not intended for that purpose. This is a potential fire safety concern and can affect the operation of the system.

## ROOF AND/OR FLASHINGS:

Roof and flashings are not part of this inspection. Any information that is given as a courtesy. Consult a qualified flashing or roofing specialist for more information with regards to water barriers and potential moisture intrusion issues.



# **FIREPLACE**



## **APPLIANCE TYPE:**

This is a masonry wood burning fireplace.



## DAMPER:

**NOT ACCEPTABLE.** The damper does not open fully. It only opens a little.



# MASONRY FIREPLACE:

The fireplace was visually found to be without significant defects. There are inaccessible areas around the fireplace that make it impossible to determine whether or not the fireplace was installed correctly, such as required thickness of masonry walls and etc.

## APPLIANCE:

**NEEDS ATTENTION.** This is an older gas log set that is known to produce a high level of toxins and should be removed or replaced for health and safety reasons.

## GAS LINE:

It is not part of this inspection to test for gas leaks nor to determine whether or not the gas line system has been installed correctly. Refer to a qualified plumber or the gas company for more information and/or further evaluation (this is fully outside our scope).

Determining whether or not the gas flow from the log lighter is adequate is beyond this inspection.



## GAS VALVE:

**NOT ACCEPTABLE.** The gas valve that turns the gas on is located within the firebox and this valve is also very old.



## SCREEN:

**NEEDS ATTENTION.** The screen cords are damaged.



## **HEARTH EXTENSION:**

It is beyond this inspection to determine the type of construction that supports the hearth extension nor to determine whether or not the Hearth extension is adequately constructed to provide proper heat protection, such as a correct thickness in materials.

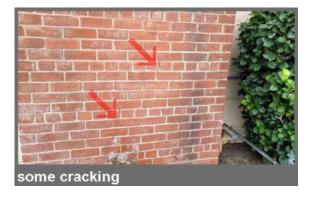


## **EXTERIOR BASE:**

NEEDS ATTENTION. It appears as though site drainage has not been adequate (to help prevent moisture from soaking into the ground around and near the fireplace structure). This can allow for settlement and shifting of the structure (as well as deterioration and damage).



There are areas of cracking along the exterior brick surfaces.



There are gutter downspouts that deposit roof water next to the fireplace system.





## ASH DUMP:

**NEEDS ATTENTION.** The exterior ash dump door is not operable at this time. The door is partially blocked by dirt.

ADDITIONALLY. There is vegetation near the ash dump door. The vegetation should be trimmed and maintained so that there is adequate distance between the vegetation and the ash dump door (in my opinion, 6 inches minimum).



# **INSPECTION CONTRACT**

# CHIMNEY CHECK PROFESSIONALS, LLC

Client:	Date: \$
Address:	Fee: \$

**Chimney Inspection:** The Client requests a Level II examination of the existing chimney system(s) of the property. A Level II Chimney Inspection, per the National Fire Protection Association includes an examination of all accessible portions of the chimney exterior and interior including areas within accessible attics and crawl spaces.

Clients Duty: The Inspector shall provide a written and/or video report for the sole benefit of the Client. The Client agrees to examine the entire inspection report & video when received & shall promptly call the Inspector concerning any issue the client may have concerning the inspection report. The written report are the findings of the inspector as to the conditions existing on the day of the inspection. The Client shall not rely on any oral statement(s) made or allegedly made by the inspector. The Client agrees to indemnify, defend and hold harmless the inspector from any 3rd party claims arising from the unauthorized distribution of the inspection report & video.

General Provisions: Excluded from this inspection is any portion of the chimney flue system which is not accessible by camera. This inspection contract and examination do not constitute a warranty, guarantee or insurance policy of any kind whatsoever. It is agreed that any claim made by the client(s) shall be made in writing within 10 days of discovery and the inspector and/or the inspectors designated representative must be allowed to re-inspect and document conditions of the defect prior to making any repair, alteration or replacement to the claimed discrepancy, except in case of emergency. Failure to follow this procedure shall constitute a full and complete waiver of all claims arising from this contract. No legal action or dispute proceeding of any kind can be commenced against the Inspector or the Inspection Company and agents more than ONE YEAR from the date of the inspection. Time is a material term and condition to this contract. Client accepts this material provision.

Mediation Binding Arbitration: The parties stipulate to pre-litigation mandatory mediation through Alternative Dispute Resolution, Inc. (ADR), located in Century City, California. Each side is to share the costs equally. The mediator must be familiar with the chimney inspection industry and applicable civil code provisions. Should the mediation fail the parties stipulate to binding arbitration through ADR. The finding of the arbitrator is final and both sides stipulate to waive the right to appeal. Each side is entitled to discovery as if said case was filed in the Superior Court. The costs associated with mediation and binding arbitration are an item of cost to the prevailing party. The arbitrator is bound by California law and no other law can be applied.

**Prevailing Party Attorney Fees Clause:** Any action in law or equity the prevailing party is entitled to reasonable attorney and expert fees and costs by the arbitrator at the binding arbitration.

This contract shall be binding upon the undersigned parties and their heirs, successors and assigns. This agreement constitutes the entire agreement between the parties and may be modified only by a written agreement signed by all the parties. If this contract is executed on behalf of the Client by a third party, the person executing this contract expressly represents to the inspector that he/she has the full and complete authority to execute this contract on the Clients behalf and to fully and completely

bind the Client to all the terms, conditions, limitations, exceptions and exclusions of this contract. The Client acknowledges that they have read understood and agreed voluntarily to all the terms, conditions and limitations of this contract and agrees to pay the fee listed above.

## LIMITATIONS AND SCOPE OF INSPECTION:

**CONCEALED AREAS:** There are areas of a house or system that cannot be accessed, such as areas between walls, within cavities (such as chase areas) and etc. A fireplace/chimney system has many inaccessible areas as well, such as cavities and spaces between walls. Our inspection and liability are limited to areas we are able to reasonably inspect during a limited time inspection.

**HIDDEN AREAS:** We can only inform you of the observable condition of the installation at the time of inspection. Areas not accessed are specifically excluded from this inspection. It is advised that access be obtained and that these areas be inspected before the system is used. Portions of the installation that are concealed within walls are specifically excluded from this inspection.

**GOAL:** Our goal is to identify observable material defects, areas of improper installation, wear, deterioration and damage that could affect the safety of the fireplace system/s. Fire and structural safety standards are high to help ensure safety in all cases. Our findings and recommendations are based on city and manufacturers standards.

**THIS IS NOT A WARRANTY:** This report is based on the observable condition of the system/s at the time of inspection. The term "Serviceable" is not a statement of how long a component will remain in that condition and is **NOT** a guarantee of code compliance.

**RIGHT OF INSPECTION IF A DISCREPANCY OR ERROR IS DISCOVERED:** Use of this report implies an agreement by the client to give Chimney Check Professionals, LLC the opportunity enter the property and make their own inspection of "said" deficiency or error. Use of this report also implies an agreement by the client to give any and all applicable specialists the opportunity to further evaluate or inspect the system as well. This opportunity must be given before repairs are made to the system, otherwise the client waves all rights to compensation.

**ARBITRATION:** Use of this report implies an agreement by the client that a binding arbitration will be the means to settle a dispute between Chimney Check Professionals, LLC (and any of its employees, affiliates or inspectors) and the client. The arbitrator to be mutually chosen by both sides. Failure to follow this agreement renders the offending side fully responsible for all reasonable legal fees for both sides and any due compensation to the other party.

# **DEFINITIONS OF TERMS:**

## **SERVICEABLE:**

**SERVICEABLE:** It is the inspectors opinion that this item was found in a condition with no observable defects or limitations that would affect its operation adversely.

## PRESENT:

**PRESENT:** The component or item indicated is "present" and in most cases determining its condition during a limited time inspection is not possible. The item is not tested or is not fully tested for correct

operation or adequacy, (such as sophisticated remotes, fan systems, gas valves, etc). No Representation as to its ability to fully perform is given. In some cases, the client will be directed to the appropriate specialist or source for further information as desired or required.

## **NEEDS ATTENTION:**

**NEEDS ATTENTION:** It is the inspectors opinion that this item should be brought to the clients attention and may be in need of repairs or maintenance and/or further investigation and may not be performing to its original standards, thereby being a potential risk of failure in the future (and added expense). The client should take appropriate action (as applicable) with the correct professional during the inspection period and prior to the close of escrow. During the repair process and/or further evaluation, additional problems may be found to be in need of repairs at additional costs.

## FIRE SAFETY RISK:

FIRE SAFETY RISK: It is the inspectors opinion that this is item is either not meeting its original standards for fire safety, has been modified from its original and approved configuration or has been discovered to be a risk after original and "approved" installation. Due to this condition the fireplace system should not be operated until corrections have been performed by qualified professional/s. The client should take appropriate action with the correct professional during the inspection period and prior to the close of escrow. During the repair process and/or further evaluation, additional problems may be found to be in need of repairs at additional costs.

## **NOT ACCEPTABLE:**

**NOT ACCEPTABLE:** It is the inspectors opinion that this item is either not capable of performing the job for which it was intended and/or is a significant threat to health and safety. This item is considered to be clearly outside the realm of acceptability by the inspector. The client should take appropriate action with the correct professional during the inspection period and prior to the close of escrow. During the repair process and/or further evaluation, additional problems may be found to be in need of repairs at additional costs.

## STRUCTURAL SAFETY RISK:

**STRUCTURAL SAFETY RISK:** It is the inspectors opinion that this is a structural concern and that the condition should be appropriately corrected by a qualified specialist (sometimes further evaluation by a structural engineer is recommended). The client should take appropriate action with the correct professional during the inspection period and prior to the close of escrow. During the repair process and/or further evaluation, additional problems may be found to be in need of repairs at additional costs.

## **SECURITY ALERT:**

**SECURITY ALERT:** It is the inspectors opinion that this is a potential security issue. The inspector has made the client aware of this situation and it is then the clients responsibility to take appropriate action concerning the situation with the appropriate professional (and if applicable) during the inspection contingency period and prior to the close of escrow.

## INFORMATIONAL NOTE;

**INFORMATIONAL NOTE:** This is information that the inspector feels is of value to the client and may or may not be within the inspectors realm or scope. This can also be a disclaimer to make the

client aware of the inspectors limitations so that the client may further evaluate the item or consult with the appropriate specialist as needed.

## ACCESSIBLE:

#### **BASIC TERMS:**

Accessible is defined as portions of the installation or components that are observable without dismantling of components or damage to the installation or surrounding areas (such as roof tiles). Accessible is also defined as portions of the installation that are observable with the use of reasonable access or without unnecessary risk to the inspector, such as high roofs or very steep roofs.

## NOT ACCESSIBLE:

An area which is not accessible is an area which would require damage to the installation or surrounding areas, an area which is unsafe to access (such as a steep roof or crawl space) or an area which would require significant dismantling or unreasonable effort on the inspectors part to access.

## **CONCEALED AREAS:**

Concealed areas are defined as any area which is beyond the inspectors "reach" without removal (or damage to) of a major component of the house, such as the inside of a wall, below roofing materials, within chase areas, crawl spaces or covered by finish materials.

#### LIMITED INSPECTION:

A general visual inspection is an inspection that does not utilize the use of sophisticated equipment, such as a video camera. This is also a very limited inspection which does not include the removal of chase covers or termination caps and may not include access to attics and crawl spaces. This inspection does not include the moving of personal or stored items for the inspection and may not include the use of a ladder.

## DETAILED VISUAL AND/OR VIDEO CAMERA INSPECTION:

A detailed inspection will typically include roof access if determined to be reasonably safe and the potential for damaging roof tiles does not seem apparent. Access to chase areas are attempted, if destructive testing is not needed and providing significant dismantling of components is not necessary. Attic and crawl space access will be attempted if the inspector determines additional information could be discovered and if these areas are reasonably accessible. The termination cap will be removed if possible without damage to the component and providing access is available. The use of video equipment (for the inside of the flue) will likely be used but is not always possible. Concealed areas are excluded from this inspection.

#### FIREPLACE DEFINITIONS:

**Anchors:** Anchors are straps of steel that are secured into the bond beam and are tied back to the floor joists, roof rafters or wall members. The anchors tie the chimney to the house, which may provide support in the event of wind or earthquake (\*1).

**Ash Dump:** The trap door on the floor of the inner hearth that leads to the ash pit (\*1).

**Ash Pit:** The ash pit is the space into which the ashes are dumped. It is a non-combustible storage compartment behind or below the firebox, which helps keep the fireplace clean without having to carry

ashes through the house (\*1).

**Bond Beam:** A bond beam is a member poured in the masonry at the support level of the chimney. The support level is usually at the floor and at the ceiling or roof line. It may also be above the roof line if the chimney is tall enough to require a supplementary support (\*1). A bond beam is a term also used for the connection or transition where a metal flue system meets the masonry portion of the structure (it can act as a connection unit).

**Chimney:** A shaft built to carry off smoke and products of combustion that extends from the top of the throat of the fireplace to the top or cap of the chimney (\*1).

**Chimney Breast:** The area above the lintel or opening and in front of the throat, also called the fireplace face (\*1).

Chimney Cap: Chimneys should always be designed with a sloping cap to prevent water from running down next to the flue lining and into the fireplace. The chimney cap also prohibits water from standing at the top and creating frost or moisture problems. The chimney cap prevents the brick and masonry of the chimney from becoming soaked from the top down. The chimney flue liners should project approximately two inches (51 mm) to four inches (102 mm) above the highest point of the chimney cap (\*1).

Chimney Flue: Smoke and combustion gases from the fire pass up the chimney inside the flue. Each fireplace should have an independent flue, entirely free from other openings or connections. A flue may be lined or unlined. An unlined chimney flue should be larger than a lined chimney flue. The size of the flue and height of the chimney above the roof are important to create the proper draft through the fireplace and to insure adequate burning of fuel and passage of smoke. It is important to obtain a positive and uniform draft over the full width of the fireplace. The flue lining should be supported on at least three sides by a ledge of projecting mortar, brick or masonry, finishing flush with the inside of the lining. Supporting masonry should not project past the inside of the lining (\*1).

**Chimney Hood:** A chimney hood is an extension or baffle on the top of the chimney or flue lining that diverts wind currents away from the chimney opening, prevents downdrafts and improves the draft of the chimney (\*1).

Chimney Flue Lining: Chimney flue linings are fire clay, terra cotta, concrete pumice or other approved material made to be installed inside a chimney. Liners begin at the top of a smoke chamber. Clay flue linings must conform to ASTM C-315. When chimney design requires the flues to angle, the flues should not slope more than 30 degrees from vertical (\*1).

**Chimney Top or Chimney Pot:** A chimney top is a clay or concrete extension to the flue that adds height and provides a decorative top to the chimney (\*1).

**Damper:** Dampers are required on all chimneys and should be placed at the forward part of the masonry fireplace, immediately in the back of the breast wall of the fireplace and in the throat of the firebox. They should be properly sized and extend the full width of the throat to regulate the draft and air passing from the firebox into the smoke chamber. The damper also reduces loss of heat up the chimney and can be closed when the fireplace is not in use. The damper can also be used to regulate the rate of burning in the firebox (\*1).

Exhaust Fan: An exhaust fan is a mechanical fan that increases the draft through the flue and

prevents smoking and backdrafts (\*1).

**Fire Brick:** Fire brick is a hard-fired refractory brick that may line a firebox and is able to resist the heat of a fire. A fireplace lined with fire brick will help reduce the maintenance of the firebox (\*1).

**Firebox, Combustion Chamber or Firepot:** The chamber or area where the fire is built, is the firebox. It generally is built with fire brick laid with thin joints. The side walls are slanted slightly to radiate heat into the room. The rear wall is sloped or curved to provide an upward draft action into the throat above the firebox, so combustion gases may exit up the chimney (\*1).

**Fireplace Opening:** The fireplace opening is the area between the sides, the bottom and the lintel area. It is the opening into the firebox in which the fire is built. The area of the fireplace opening governs the flue size(\*1).

**Flashing:** Flashing is sheet metal between the chimney and the roof, ideally embedded into the chimney and under the roofing material to prevent rain from leaking between the roof and the chimney (\*1).

**Footing:** The footing should consist of concrete at least twelve inches (305 mm) thick and should extend at least six inches (152 mm) beyond the foundation walls on all sides (\*1). **Foundation:** The foundation of a chimney is usually made of masonry or poured concrete designed to support the weight of the chimney, resist frost action on the structure or any additional load imposed and to prevent the settling or tipping of the chimney. The foundation generally is unreinforced, with only the chimney reinforcing bars extending from it when required. Most codes require the foundation to be at least eight inches (203 mm) (\*1).

**Gas Log:** A gas log is a self-contained, free standing, open-flame, gas-burning appliance consisting of a metal frame or base supporting simulated logs and designed for installation only in a vented place (\*1).

**Hearth:** The hearth is the floor of the fireplace. There is both an inner hearth and an outer hearth. The inner hearth may be made of fire-resistant brick that holds the burning logs; the outer hearth may be of brick, tile or other noncombustible building products. It is supported on concrete or may be part of the concrete slab (\*1).

**Hearth (2):** "The hearth is the floor of the firebox and the area in front of it. It protects the wood floor or carpet of the room from sparks and ashes" (\*1, pg 37).

**Lintel:** The lintel is the member above the fireplace opening that supports the decorative face or breast plate of the fireplace. The lintel may be steel angle or may be reinforced masonry. In some designs it may be incorporated into the damper assembly (\*1).

**Mantel Shelf:** A mantel shelf is above the fireplace opening and is a flat surface that serves as a decorative device to hold ornaments. The mantel may be made of wood, masonry, marble or other material (\*1).

**Outside Air Inlet:** This is an energy conservation feature and is sometimes required for fireplaces located on an exterior wall. It is intended to reduce the amount of preheated room air used for combustion (\*1).

**Smoke Chamber:** The smoke chamber acts as a funnel to compress the smoke and gases from the fire so that they will squeeze into the chimney flue above. The smoke chamber is important for good draft action. It should be symmetrical in shape so that the draft pulls evenly on the fire in the firebox. A symmetrical smoke chamber prevents a fire from burning on one side or the other of the firebox, causing eccentric flame action. The smoke chamber should be centered with the flue directly above the fireplace and its walls should be sloped at the same angle to provide even draft from the firebox to the chimney. A smoke chamber also has a smoke shelf to catch soot and thus provides a cleaner fireplace (\*1).

**Smoke Guard**: A common term used for a flat metal strip installed at the upper edge (and usually flush with the outside surface) of the firebox opening for the purpose of preventing smoke entry into the living space through the firebox opening. It actually makes the firebox opening smaller which helps the flue system draft more appropriately.

**Smoke Shelf:** A smoke shelf is located at the bottom of the smoke chamber behind the damper and can collect soot and also gather any rain water that runs down the chimney. A smoke shelf improves draft conditions in a chimney and help eliminate downdrafts (\*1).

**Spark Arrester:** The spark arrester is a screen at the top of the flue that prevents sparks or other combustible material from blowing out the chimney and igniting brush, wooded areas and even roof tops. Spark arresters are recommended for all fireplaces and are required in brush, forest and national park areas and in many jurisdictions. The spark arrester is of corrosion resistant wire mesh with openings no larger than 1/2 inch square (162 mm) (\*1).

**Throat:** The throat is a slot-like opening directly above the firebox through which flames, smoke and combustion gases pass into the smoke chamber. It is usually fitted with a damper (\*1).



P.O. Box 51113

Los Angeles, CA 90051-5412

## DEMAND

Order Number:

240625-00121

**Escrow Number:** 

6/25/2024 Demand Date:

Bill To: **Amount Due:** \$99.00

**ROSEMARY SANDS** FIRST TRUST ESCROW 111 N FIRST ST STE 300E BURBANK, CA 91502-1860

Please include the Order Number on check to receive proper credit.

#### THE LIABILITY PROVISIONS OF THE REPORT DO NOT APPLY UNTIL FULL PAYMENT IS RECEIVED

Ordering Party/Agent	Escrow	Order Details
ANI TAKAYAN FIRST TRUST ESCROW INC	ROSEMARY SANDS FIRST TRUST ESCROW	Property Address: TARIZZO DOLORES T; TARIZZO FAMILY
111 N FIRST ST, 300E	111 N FIRST ST STE 300E	TRUST
BURBANK, CA 91502 (818) 242-5499	BURBANK, CA 91502-1860 (818) 242-5499	1515 WINCHESTER AVE GLENDALE, CA 91201-1219

Quantity	Description	Amount	Total
1	Residential Premium	\$99.00	\$99.00

Subtotal: \$99.00 Paid: \$0.00 **Amount Due** \$99.00

#### **Important Ordering Agent Payment Instructions:**

When escrow opens for this transaction please do the following:

- 1. Fill out the escrow information above.
- 2. Fax a copy of this demand to Disclosure Source at (800) 287-8673.
- 3. Have this demand placed into the escrow file for payment.
- 4. Should the escrow we were instructed to bill not close, please forward this demand to the next escrow, and inform Disclosure Source of the new pertinent data. Disclosure Source will provide the new escrow with an updated demand and a copy of the report.

In the event demands are unpaid after closing, the Ordering Agent will be responsible for payment.

#### **Escrow Instructions:**

If the escrow documents are being transferred to a new escrow, please notify Disclosure Source Customer Service at (800) 880-9123 to update changes and transfer this demand along with the Disclosure Source Report to the new escrow. If the escrow fails to close, please notify the Disclosure Source Accounting Dept. at (800) 880-9123.

Phone: 800-880-9123



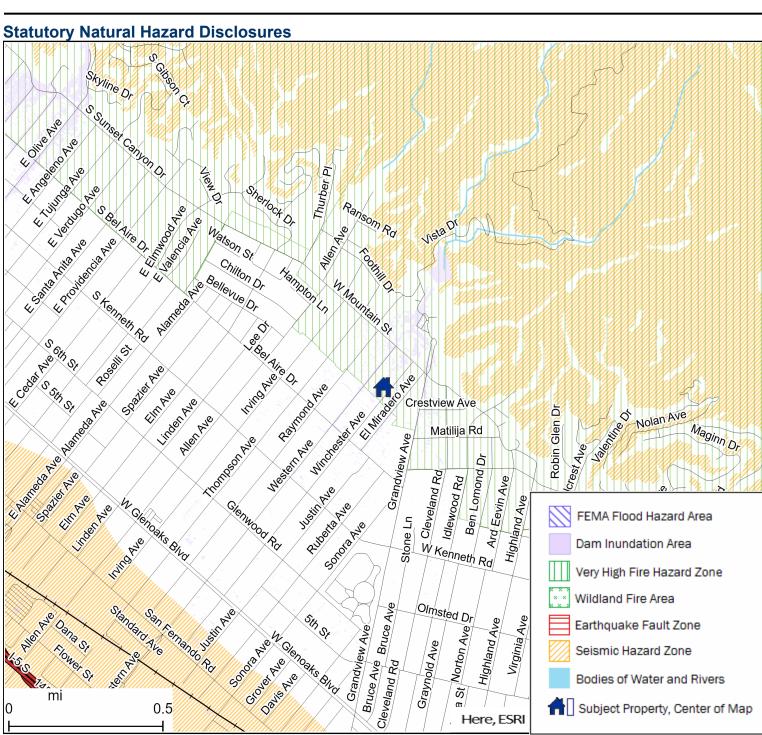
# California Residential Disclosure Report

Property Address: 1515 WINCHESTER AVE

GLENDALE, CA 91201-1219

Parcel Number: 5622-005-020

Date: 6/25/2024 Order Number: 240625-00121



IS IS NOT X Located in a FEMA Special Flood Hazard Area.

\* IS X IS NOT Located in a Dam Inundation Area.

\* IS X IS NOT Located in a Very High Fire Hazard Severity Zone.

IS IS NOT X Located in a Wildland Fire Area.

IS IS NOT X Located in an Alquist-Priolo Earthquake Fault Zone.

IS IS NOT X Located in a Seismic Hazard Zone.

This map is for your aid in locating natural hazard areas in relation to the subject Property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes company assumes no liability implied) for loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. This map is not intended for use as a substitute disclosure

\* Please read the report for further information as AB38 disclosure advisory may apply.

Phone: 800-880-9123

Fire Hazard Severity Zone: X Very High



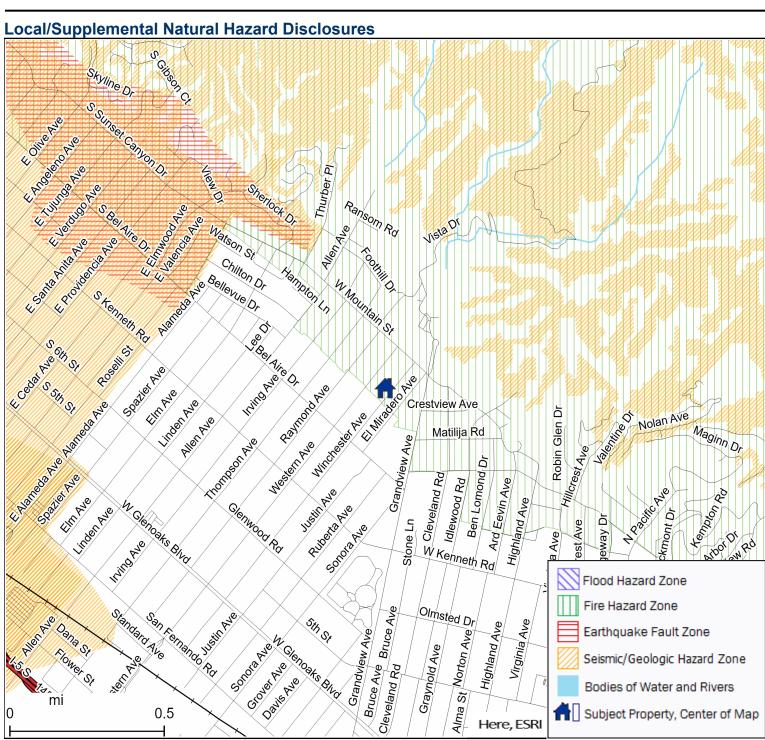
# California Residential Disclosure Report

Property Address: 1515 WINCHESTER AVE

GLENDALE, CA 91201-1219

Parcel Number: 5622-005-020

Date: 6/25/2024 1219 Order Number: 240625-00121



IS IS NOT X in a Supplemental Flood Hazard Zone.

\* IS X IS NOT In a Supplemental Fire Hazard Zone.

IS NOT X in a Supplemental Earthquake Fault Zone.

IS NOT x in a Supplemental Seismic/Geologic Hazard Zone.

This map is for your aid in locating natural in relation to the subject Property above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company no liability (express or implied) for any loss occurring misinterpretation, reliance thereon. This map is not intended for use as a substitute disclosure under California law.

Phone: 800-880-9123

<sup>\*</sup> Please read the report for further information



Parcel Number:

## California Residential Disclosure Report

**Property Address:** 1515 WINCHESTER AVE

GLENDALE, CA 91201-1219

5622-005-020

Date: 6/25/2024 Order Number: 240625-00121

### NATURAL HAZARD DISCLOSURE STATEMENT

This statement applies to the following property: 1515 WINCHESTER AVE, GLENDALE, CA, 91201-1219 APN: 5622-005-020

The seller and the seller's agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any

agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property. The following are representations made by the seller and seller's agent(s) based on their knowledge and maps drawn by the state and federa governments. This information is a disclosure and is not intended to be part of any contract between the seller and buyer.
THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):
A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.  Yes No _X Do not know and information not available from local jurisdiction
AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.  Yes X No Do not know and information not available from local jurisdiction
A HIGH or VERY HIGH FIRE HAZARD SEVERITY ZONE (FHSZ) as identified by the Director of Forestry and Fire Protection pursuant to Section 51178 of th Government Code or Article 9 (commencing with Section 4201) of Chapter 1 of Part 2 of Division 4 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.  Yes X No
High FHSZ in a state responsibility area  Very High FHSZ in a state responsibility area  Very High FHSZ in a local responsibility area  Yes No  No
A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.  Yes NoX
AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.  Yes NoX
A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.  Yes (Landslide Zone) Yes (Liquefaction Zone) NoX Map not yet released by state
THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER OBJECTIVE TO THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. SELLER(S) AND BUYER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.
Signature of Seller(s) Date
Signature of Seller(s)  Date
Seller's Agent(s)  Date
Seller's Agent(s)  Date
Check only one of the following:
Seller(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the seller (s and agent(s).
Seller(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Section 1103.7 of the Civil Code, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Section 1103.4 of the Civil Code. Neither seller(s) nor their agent(s) (1) has independently verified the information contained in this statement and report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:
Third-Party Disclosure Provider(s)  Date 6/25/2024
Buyer represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard
Disclosure Statement do not constitute all of the seller's or agent's disclosure obligations in this transaction.
By signing below, the buyer(s), also acknowledge they have read and understand the additional disclosures, notices, advisories, and disclaimers provided in this report including, but not limited to, local/supplemental natural hazards, commercial/industrial zoning, airport influence area and airport proximity, Williamson Act, right to farm, mining operations, transfer fee notice, notice of your supplemental property tax bill, gas and hazardous liquid transmission pipelines, toxic mold, methamphetamine or fentanyl contaminated property, Megan law, flood insurance, military ordnance location, energy efficiency standards, water conserving plumbing fixtures, solar energy systems notice, mudslide / debris flow advisory habitat sensitivity area/endangered species, oil, gas wells and methane, naturally occurring asbestos, radon, additional local disclosures, tax information (Mello-Roos and 1915 specitax and assessments notice, tax summary), if included in the report, environmental information, if included in the report, and links to download Governmental Guides referred to in the Report (additional signatures may be required):
1. "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants"; 2. "Protect Your Family From Lead In Your Home";
3. "Homeowners Guide to Earthquake Safety" and "Residential Earthquake Hazards Report" form; 4. "What is your Home Energy Rating?".
Signature of Buyer(s) Date

Date

Phone: 800-880-9123

Signature of Buyer(s)



Property Address: 1515 WINCHESTER AVE

GLENDALE, CA 91201-1219

**Parcel Number:** 5622-005-020

**Date:** 6/25/2024 **Order Number:** 240625-00121

THE RECIPIENT(S) SHOULD CAREFULLY READ THE EXPLANATION OF SERVICES, CONDITIONS, LIMITATIONS & DISCLAIMERS CONTAINED IN THIS REPORT.

**PAYMENT POLICY:** FULL PAYMENT FOR THIS REPORT IS DUE UPON CLOSE OF ESCROW. THE LIABILITY PROVISIONS OF THE REPORT DO NOT APPLY UNTIL FULL PAYMENT IS RECEIVED.

**CANCELATION POLICY:** OUR REPORT CAN ONLY BE CANCELLED IF ESCROW IS CANCELLED, OR THE SELLER TAKES THE PROPERTY OFF THE MARKET, SIGNED ESCROW CANCELLATION INSTRUCTIONS ARE REQUIRED.

MA	RKET. S	SIGNED ESCROW	CANCELLATION INSTRUCTIONS ARE REQUIRED.	Page
Nat	tural I	Hazard Refere	nce Maps	<u>i-ii</u>
Nat	tural I	Hazard Disclos	sure Statement	NHDS
AB	38 NC	OTICE		<u>1</u>
<u>In</u>	Out	Not Mapped	Statutory Natural Hazard Disclosures	
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Χ			Dam Inundation / Area of Potential Flooding	<u>2</u>
			Wildfire Mitigation: Home Hardening And Defensible Space Notice (AB 38)	<u>3</u>
Χ			Very High Fire Hazard Severity Zone	<u>3</u>
	X		Wildland Area That May Contain Substantial Forest Fire Risks And Hazards	<u>4</u>
	X		Earthquake Fault Zone	<u>4</u>
	X		Seismic Hazard - Landslide Zone	<u>5</u>
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<u>In</u>	Out	Not Mapped	Local/Supplemental Natural Hazard Disclosures	
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	X		Airport Influence Area	<u>8</u>
X			Airport Proximity	<u>8</u>
	X		Right to Farm	<u>9</u>
	X		Mining Operations	<u>9</u>



**Property Address:** 1515 WINCHESTER AVE

GLENDALE, CA 91201-1219

**Parcel Number:** 5622-005-020

**Date:** 6/25/2024 **Order Number:** 240625-00121

<u>res</u>	No	Tax Information	
<u> </u>	X	Mello-Roos Communities Facilities District Special Tax Liens – currently levied against the pro-	
<u>_</u> _	X	Improvement Bond Act of 1915 Lien Assessments – currently levied against the property	<u>1</u>
	X	Property Assessed Clean Energy (PACE) Programs	<u>1</u>
		<u>Tax Summary – annual taxes, liens and assessments currently included on the tax bill</u>	<u>1:</u>
		Property Tax Descriptions	<u>1</u> :
		Supplemental Tax Estimator Worksheet	<u>1</u> .
		Property Tax Estimator Worksheet	<u>1</u> :
es	No	Environmental Information	
<		Identified sites with known or potential environmental concerns	<u>1</u>
		Environmental Sites Map and details	<u>1</u>
		<u>Databases Researched</u>	<u>1</u>
otic	es and Adv		2
otic	es and Adv		2
otic	ees and Adv	isories  Transfer Fee Notice  Notice of "Supplemental" Property Tax Bill	<u>2</u> 2
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Property Address: 1515 WINCHESTER AVE

GLENDALE, CA 91201-1219

Parcel Number: 5622-005-020

Date: 6/25/2024
Order Number: 240625-00121

# **AB38 NOTICE**

If this property is located in either a High or Very High Fire Severity Zone according to this report, it is subject to AB38 Disclosure Requirements. Precise disclosure of fire zones can be found on the Summary Page, and on either of the maps included in this report. AB38 applies to Residential 1-4 unit properties (including condos and manufactured homes). Additionally, the property may be subject to a Defensible Space Inspection.

Senate Bill 63, among other things, would instead provide that fuel modification

beyond the property line may only be required by State law, local ordinance, rule, or regulation to maintain the 100 feet of defensible space.

To Request a Defensible Space Inspection, click the following link:

https://survey123.arcgis.com/share/a15c7706b4114e20b39d2a26294338ed



For more Information on Defensible Space, please click this link:

https://www.readyforwildfire.org/



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### STATUTORY NATURAL HAZARD DISCLOSURES

Disclosure Source reviews specific public records to determine whether the property is located in any of six statutorily defined natural hazard areas described below.

#### SPECIAL FLOOD HAZARD AREA

Pursuant to federal law, the Federal Emergency Management Agency (FEMA) is required to identify and designate areas that are subject to flooding as part of the National Flood Insurance Program. A "Special Flood Hazard Area" (any type Zone "A" or "V") as determined by FEMA is an area where all or a portion of the property has a 1% chance each year of being inundated by flood waters. If a property is located in a Special Flood Hazard Area, the cost and availability of flood insurance may be affected. Properties not located in a Special Flood Hazard Area are not relieved from the possibility of sustaining flood damage. A few areas are not covered by official Flood Insurance Rate Maps. If information is not available, Disclosure Source recommends that the buyer contact the local jurisdiction's planning and building department to determine the potential for flooding at the subject Property.

Source(s) of data: Title 42 United States Code Section 4101 Based on a review of the Flood Insurance Rate Map(s) issued by FEMA, the subject Property: X IS NOT located in a Special Flood Hazard Area \_\_\_\_ Do not know and information not available

#### DAM INUNDATION / AREA OF POTENTIAL FLOODING

The State of California Office of Emergency Services is required to review, approve and maintain copies of the maps that have been prepared and submitted to them by local governmental organizations, utilities or other owners of any dam in the state. The maps delineate areas of potential inundation and flooding using flooding of appropriate public or the evacuation

that could result from a sudden,	partial or total dam failure. [	Dams in many part	rts of the world have	e failed during signi	ficant earthquakes, ca
those areas in the pathway of t	he released water. The actua	ıl risk of dam failu	ure is not defined b	y the map (s). Legi	slation also requires, a
safety agencies of any city, cou	nty, or territory of which is lo	ocated in such an	area, to adopt/impl	lement adequate em	ergency procedures for
and control of populated areas near/b	pelow such dams.				
Source(s) of data: Government Code	e Section 8589.5.				
Based on a review of the official map	(s) available through the State of	California, Office of E	Emergency Services, th	e subject Property:	
IS IS NOT	located in a Dam Inundation Zo	one	Do no	ot know and informatio	n not available



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#### WILDFIRE MITIGATION: HOME HARDENING AND DEFENSIBLE SPACE NOTICE (AB 38)

Pursuant to California Civil Code Section 1102.6f, the seller of residential real property that is located in a high or very high fire hazard severity zone, as identified by the Director of Forestry and Fire Protection pursuant to Section 51178 of the Government Code or Article 9 (commencing with Section 4201) of Chapter 1 of Part 2 of Division 4 of the Public Resources Code, shall provide the following information to the buyer, if the home was constructed before January 1, 2010:

"This home is located in a high or very high fire hazard severity zone and this home was built before the implementation of the Wildfire Urban Interface building codes which help to fire harden a home. To better protect your home from wildfire, you might need to consider improvements. Information on fire hardening, including current building standards and information on minimum annual vegetation management standards to protect homes from wildfires, can be obtained on the internet website http://www.readyforwildfire.org."

Seller should also disclose which of the listed features, if any, exist on the property that may make the home vulnerable to wildfire and flying embers: a) eave, soffit, and roof ventilation where the vents have openings in excess of one-eighth of an inch or are not flame and ember resistant, b) roof coverings made of untreated wood shingles or shakes, c) combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck, d) single pane or nontempered glass windows, e) loose or missing bird stopping or roof flashing, f) rain gutters without metal or noncombustible gutter covers.

If, pursuant to Section 51182 of the Government Code, the seller has obtained a final inspection report described in that section, the seller shall provide to the buyer a copy of that report or information on where a copy of the report may be obtained.

California Civil Code Section 1102.19 requires the seller, on and after July 1, 2021, to provide to the buyer documentation stating that the property complies with Section 4291 of the Public Resources Code or local vegetation management ordinances. If the local jurisdiction has not enacted an ordinance for an owner of real property to obtain documentation that a property is in compliance with Section 4291 of the Public Resources Code or a local vegetation management ordinance, and if a state or local agency, or other government entity, or other qualified nonprofit entity, provides an inspection with documentation for the jurisdiction in which the property is located, the seller shall provide the buyer with the documentation obtained in the six -month period preceding the date the seller enters into a transaction to sell that real property and provide information on the local agency from which a copy of that documentation may be obtained.

If the seller has not obtained documentation of compliance, the seller and the buyer shall enter into a written agreement pursuant to which the buyer agrees to obtain documentation of compliance with Section 4291 of the Public Resources Code or local vegetation management ordinance within one year of the close of escrow date.

#### VERY HIGH FIRE HAZARD SEVERITY ZONE

The California Legislature has declared that space and structure defensibility is essential to diligent fire prevention. Further, the Director of Forestry and Fire Protection has identified Very High Fire Hazard Severity Zones in Local Responsibility Areas based on consistent statewide criteria, and based on the severity of fire hazard that is expected to prevail in those areas. Determining information includes, but is not limited to: Fuel loading, terrain (slope), fire weather conditions and other relevant factors.

Source(s) of data: California Government Code Section 51178 and 51179

Based on a review of the official map(	. \ '	 . Don't a di con di con la la da Donina de la

X IS IS NOT located in a VERY HIGH FIRE HAZARD SEVERITY ZONE



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# WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS / STATE RESPONSIBILITY AREA

The California Department of Forestry and Fire Protection designates State Responsibility Areas (SRA) and bears the primary financial responsibility for the prevention and/or suppression of fires in these areas. A seller of real property located within a SRA must disclose the fact that there may be a forest fire risk and hazard on the property, and the fact that the property owner may be subject to the imposition of fire mitigation measures as set forth in Public Resources Code Section 4291.

Source(s) of data: California Public Resources Code Section 4125

Based on a review of the official map(s) issued by the California Department of Forestry and Fire Protection, the subject Property:

IS X IS NOT located in a State Responsibility Area

#### ALQUIST-PRIOLO EARTHQUAKE FAULT ZONE

Earthquake Fault Zone maps are delineated and compiled by the California State Geologist pursuant to the Alquist-Priolo Earthquake Fault Zoning Act. During an earthquake, structures located directly over fault zones (surface fault traces) could sustain damage as a result of a seismic event resulting from ground fault rupture (surface cracking). For the purposes of this report, an Earthquake Fault Zone is generally defined as an area approximately 1/4 mile in total width (1,320 feet) located along a known active earthquake fault. An "active" fault as defined by the State of California, Department of Conservation, Division of Mines and Geology is an earthquake fault that has produced ground surface displacement (ground surface rupture) within the last eleven thousand years.

Source(s) of data: California Public Resources Code Section 2622

Based on a review of the official map(s) issued by the California Department of Conservation, Division of Mines and Geology, the subject Property:

\_\_\_\_IS \_\_\_\_X IS NOT located in an Alquist-Priolo Fault Zone



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#### **SEISMIC HAZARD ZONE**

The intent of the Seismic Hazards Mapping Act of 1990 is to provide for a statewide seismic hazard mapping and technical advisory program to assist cities and counties in fulfilling their responsibilities for protecting the public health and safety from the effects of strong ground shaking, liquefaction (failure of water-saturated soil), landslides and other seismic hazards caused by earthquakes. Under this act, The California Department of Conservation is mandated to identify and map the state's most prominent earthquake hazards. Information produced by these maps is utilized (in part) by cities and counties to regulate future development. Development/Construction permits may be withheld until adequate geologic or soils investigations are conducted for specific sites, and mitigation measures are incorporated into development plans.

Seismic Hazard Zone maps delineate areas subject to earthquake hazards. New development in a Seismic Hazard Zone is only permitted if it can be shown that mitigation makes the site acceptably safe. Maps are only available for limited areas now, but will eventually cover all of California.

Earthquake-Induced Landslide Hazard Zones are areas where there has been a recent landslide, or where the local slope, geological, geotechnical, and ground moisture conditions indicate a potential for landslides as a result of earthquake shaking. Landslides zones are described as areas in which masses of rock, soil or debris have been displaced down slope by flowing, sliding or falling. The severity of a landslide depends on the underlying geology, slope and soil in the area.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a liquid-like condition of soil which sometimes occurs during strong earthquake shaking where the groundwater is shallow and soils are loose and granular (sands for example). These factors can combine to produce liquefaction in localized areas. When liquefaction occurs the soil temporarily becomes liquid-like and structures may settle unevenly. This condition can cause lateral spreading of level ground, and ground failure and sliding on slopes. Liquefaction can cause structural damage under certain geologic conditions. The type of sedimentary deposit, penetration resistance, and depth to ground water are the key factors that govern an area's susceptibility to liquefaction.

Source(s) of data: California Public Resources Code Section 2696

Based on a review of the official map(s) issued by the California Department of Conservation, Division of Mines and Geology, the subject Property:					
IS	X IS NOT	located in a Landslide Hazard Zone	_Map not released by state		
IS	X IS NOT	located in a Liquefaction Hazard Zone	_Map not released by state		

GOVERNMENTAL GUIDES: "HOMEOWNER'S [COMMERCIAL PROPERTY OWNER'S] GUIDE TO EARTHQUAKE SAFETY" PUBLISHED BY THE CALIFORNIA SEISMIC SAFETY COMMISSION CONTAINING IMPORTANT INFORMATION REGARDING EARTHQUAKE AND GEOLOGIC HAZARDS. THEY ARE AVAILABLE FOR DOWNLOAD AT <a href="https://www.disclosuresource.com/downloads">https://www.disclosuresource.com/downloads</a> QUAKE.ASPX



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## LOCAL/SUPPLEMENTAL NATURAL HAZARD DISCLOSURES

Disclosure Source has obtained maps that are both official and publicly available from city, county, and state sources which supplement the statutory natural hazard information. The company has only reviewed maps that are available in a usable format and at an appropriate scale to delineate where hazards may exist on a single parcel basis. Disclosure Source recommends that the buyer contact the local building and planning departments to help ascertain what, if any, special requirements there might be for construction or renovation, and building code requirements for this property. The foregoing statement should be considered a part of the Disclaimers of this Disclosure Report and those Disclaimers apply to this Statement. Please refer to them for further information.

### SUPPLEMENTAL FLOOD HAZARD ZONE

Supplemental flood zones include information in addition to, or different from, the areas mapped on Flood Insurance Rate Maps by the Federal Emergency Management Agency or Dam Inundation zones as reported by the California State Office of Emergency Services. These can include tsunamis, seiches (inland lake tsunamis), runoff hazards, historical flood data and additional dike failure hazards.
If a portion or all of the property is located within one of these hazard areas, the lending institution may require flood insurance. Disclosure Source recommends that the buyer: 1) contact the lending institution to ascertain any additional requirements for flood insurance, 2) contact the insurance company to ascertain the availability and cost of the flood insurance.
Based on the maps obtained, the subject Property:
IS
ADDITIONAL INFORMATION: NONE
SUPPLEMENTAL FIRE HAZARD ZONE
Local agencies may, at their discretion, include or exclude certain areas from the requirements of California Government Code Section 51182 (imposition of fire prevention measures on property owners), following a finding supported by substantial evidence in the record that the requirements of Section 51182 either are, or are not adequate or necessary for effective fire protection within the area. Any additions to these maps that the company has been able to identify and substantiate are included in this search.
There may be maps of other substantial fire hazards such as brush fires that are not subject to Section 51182. Disclosure Source has included these maps in this search.
Fire hazard zones listed here, if any, are areas which contain the condition and type of topography, weather, vegetation and structure density to increase the susceptibility to fires. In these areas, the City or County may impose strategies to enforce fire mitigation measures, including fire or fuel breaks, brush clearance, and fuel load management measures. For example, emphasis on roof type and fire-resistive materials may be necessary for new construction or roof replacement. In addition, other fire defense improvements may be demanded, including special weed abatement, brush management, and minimum clearance around structures. In most cases, if a property is in a Fire Hazard Area, insurance rates may be affected.
Based on the maps obtained, the subject Property:
X IS IS NOT located in a supplemental Fire Hazard Zone Do not know OR information is not available

ADDITIONAL INFORMATION: In an area of Very High Potential for Fire Hazard.



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### SUPPLEMENTAL EARTHQUAKE FAULT HAZARD ZONE

Many local jurisdictions have different or higher standards than the State for the identification of earthquake faults. Those jurisdictions have created their own maps which indicate active or potentially active faults according to those standards.

Many cities and counties require geologic studies before any significant construction if a property is in or near an earthquake fault zone known to them and certain types of construction may be restricted in these areas. Disclosure Source has included official and publicly available maps indicating earthquake faults known by those jurisdictions. In some cases the company has used the description of an Earthquake Fault Zone established by the Alquist -Priole Earthquake Fault Zone Act of approximately 1,320 feet wide to define a supplemental Fault Hazard Zone.
Based on the maps obtained, the subject Property:
IS
ADDITIONAL INFORMATION: NONE
SUPPLEMENTAL SEISMIC/GEOLOGIC HAZARD ZONE
The California Division of Mines and Geology (DMG) has not completed the project assigned by Section 2696 of the California Public Resources Code to identify areas of potential seismic hazard within the State of California. The DMG and the US Geologic Survey (USGS) have performed many valuable studies that supplement the Section 2696 maps and fill in many missing areas. These maps are included in this search. Also included in this search are maps that indicate many hazards that may or may not be seismically related, including, but not limited to, liquefaction, landslides, debris flows, mudslides, coastal cliff instability, volcanic hazards and avalanches. A number of various geologic factors may influence the types of geologic hazards present: rainfall amounts, removal of vegetation, erosion, seismic activity, or even human activity. The severity of a geologic hazard depends on the underlying geology, slope, proximity to earthquake faults, and soil type in the area. Many cities and counties require geologic studies before any significant construction if a property is in or near a geologic hazard known to them and certain types of construction may be prohibited.
Based on the maps obtained, the subject Property:
IS
ADDITIONAL INFORMATION:

ADDITIONAL INFORMATION:

NONE



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## ADDITIONAL DISCLOSURES

#### **COMMERCIAL / INDUSTRIAL ZONING**

Pursuant to California Civil Code Section §1102.17, the seller of residential real property subject to this article who has actual knowledge that the property is adjacent to, or zoned to allow, an industrial use described in Section 731a of the Code of Civil Procedure, or affected by a nuisance created by such a use, shall give written notice of that knowledge as soon as practicable before transfer of title.

Whenever any city, city and county, or county shall have established zones or districts under authority of law wherein certain manufacturing or commercial
or airport uses are expressly permitted, except in an action to abate a public nuisance brought in the name of the people of the State of California, no person
or persons, firm or corporation shall be enjoined or restrained by the injunctive process from the reasonable and necessary operation in any such industria
or commercial zone or airport of any use expressly permitted therein, nor shall such use be deemed a nuisance without evidence of the employment of
unnecessary and injurious methods of operation. Nothing in this act shall be deemed to apply to the regulation and working hours of canneries, fertilizing
plants, refineries and other similar establishments whose operation produce offensive odors." California Code of Civil Procedure Section §731a.
Based on the county tax assessment rolls, the subject Property:
X IS IS NOT located within one mile of a property zoned for commercial or industrial use.
AIRPORT INFLUENCE AREA
7
Section 1103.4 of the California Civil Code requires notice if a property is encompassed within an airport influence area. According to Section 11010 of the
Business and Professions Code, an airport influence area is defined as "an area in which current or future airport related noise, overflight, safety of
airspace protection factors may significantly affect land uses or necessitate restrictions on those uses." Disclosure Source has utilized publicly available
airport influence area maps from county Airport Land Use Commissions (ALUC). Airport influence area maps can be found within a county Airport Land Use
Comprehensive Plan, available to the public through most county planning departments. Some airports have not published influence area maps and the
property may still be subject to some of the annoyances or inconveniences associated with proximity to airport operations. Airports physically located
outside California were not included in this report.
According to airport influence maps available, the subject Property:
IS IS NOT located in a mapped airport influence area.

If the subject property is located in an airport influence area, the following statement applies - NOTICE OF AIRPORT IN VICINITY This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

### **AIRPORT PROXIMITY**

Aircraft landing facilities listed herein, if any, consists of those owned by the United States Federal Government (Military aviation), public and privately owned civil and commercial aviation facilities. Private landing facilities (restricted public access), glider ports, facilities that have not been assigned a current location identifier by the Federal Aviation Administration (FAA), and airports physically located outside California were not included in this report.

While a property may not be within a defined airport influence area or within several miles of an aircraft landing facility, it may still be exposed to the nuisances related to such uses. No finding or opinion is expressed or implied in this report regarding the take -off and landing patterns utilized by airports, the noise levels experienced at the subject property as a result thereof, or the impact of any planned or approved airport expansion projects or modifications.

Note: This information does not relieve the sellers' duty to disclose, in writing, their actual knowledge that the property is adjacent to, or zoned to allow an industrial use described in Section 731a of the Code of Civil Procedure, including airport uses, or that is affected by a nuisance created by such a use.

According to information available from the FAA the company reports the following aircraft landing facilities within two miles of the subject Property. The calculated distance can be dependent upon the size of the airport influence area, if any.

DISTANCE FAA ID# **FACILITY NAME** DREAMWORKS HELISTOP GLENDALE 5CA0 **HELIPORT** 1.5 MILES ABC7-TV **HELIPORT 1.62 MILES** 06CL

For further information regarding any of the aircraft landing facilities identified in this report, please contact the following agency:

Western Pacific Region Airports Division, 15000 Aviation Blvd, #3012, Lawndale, CA 90261, (310) 725-3600



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#### **RIGHT TO FARM**

California Civil Code section 1103.4 requires notice if a property is presently located within one mile of a parcel of real property designated as "Prime Farmland," "Farmland of Statewide Importance." "Unique Farmland," "Farmland of Local Importance," or "Grazing Land" on the most current county-level GIS "Important Farmland Map" issued by the California Department of Conservation, Division of Land Resource Protection, and if so, accompanied by the following notice:

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

According to the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection, the subject Property:

\_\_ IS \_\_\_\_ IS NOT located within one mile of a farm or ranch land.

#### MINING OPERATIONS

The California Department of Conservation, Office of Mine Reclamation, maintains a database of map coordinate data submitted annually by mine operators in the State. Section 1103.4 of the California Civil Code requires notice if a property is within one mile of a mine operation for which the mine owner or operator has reported map coordinate data to the Office of Mine Reclamation, pursuant to Section 2207 of the Public Resources Code. (Note: Not all mine operators have provided map coordinate data to the Office of Mine Reclamation)

According to the database maintained by the California Department of Conservation, Office of Mine Reclamation, the subject Property:

\_\_IS \_\_\_IS NOT located within one mile of a mine operation.

If the subject Property is within one mile of a mine, the following statement applies - NOTICE OF MINING OPERATIONS:

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

In addition to active mines, California's landscape contains tens of thousands of abandoned mine sites. Many of these mines were immediately abandoned when insufficient minerals were found or when poor economics of the commodity made mining unprofitable. It is estimated that the majority of abandoned mines possess serious physical safety hazards, such as open shafts or adits (mine tunnel), while many others pose environmental hazards. Thousands of sites have the potential to contaminate surface water, groundwater, or air quality. Some are such massive problems as to earn a spot on the Federal Superfund list.

Maps and information on abandoned mines are available at the California Department of Conservation, Office of Mine Reclamation <a href="https://www.conservation.ca.gov/dmr/abandoned\_mine\_lands">https://www.conservation.ca.gov/dmr/abandoned\_mine\_lands</a>. The State of California, Department of Conservation makes no warranty, express or implied, as to the accuracy of these data or the suitability of the data for any particular use. Distribution of these data is intended for informational purposes and should not be considered authoritative or relied upon for navigation, engineering, legal, or other site-specific uses, including but not limited to the obligations of sellers of real property and their disclosure obligations under California law.

Parties with concerns about the existence or impact of abandoned mines in the vicinity of the property should contact the State Office of Mine Reclamation at: <a href="https://www.conservation.ca.gov/DMR">https://www.conservation.ca.gov/DMR</a> and/or the local Engineering, Planning or Building Departments in the county where the property is located.



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### **TAX INFORMATION**

#### NOTICE OF SPECIAL TAX AND ASSESSMENT

TO THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY SHOWN ABOVE. THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR PURCHASING THIS PROPERTY. YOU SHOULD TAKE THESE TAXES AND ASSESSMENTS, IF ANY, AND THE BENEFITS FROM THE PUBLIC FACILITIES AND SERVICES FOR WHICH THEY PAY INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY. YOU MAY OBTAIN A COPY OF THE RESOLUTION OF FORMATION THAT AUTHORIZED CREATION OF THE COMMUNITY FACILITIES DISTRICT, AND THAT SPECIFIES MORE PRECISELY HOW THE SPECIAL TAX AND ASSESSMENTS ARE APPORTIONED AMONG PROPERTIES IN THE ASSESSEMENT DISTRICT AND HOW THE PROCEEDS OF THE TAX WILL BE USED, BY CALLING THE CONTACT NAME AND NUMBER LISTED BELOW. THERE MAY BE A CHARGE FOR THIS DOCUMENT NOT TO EXCEED THE ESTIMATED REASONABLE COST OF PROVIDING THE DOCUMENT. YOU MAY TERMINATE THE CONTRACT TO PURCHASE OR DEPOSIT RECEIPT AFTER RECEIVING THIS NOTICE FROM THE OWNER OR AGENT SELLING THE PROPERTY. THE CONTRACT MAY BE TERMINATED WITHIN THREE DAYS IF THE NOTICE WAS RECEIVED IN PERSON OR WITHIN FIVE DAYS AFTER IT WAS DEPOSITED IN THE MAIL BY GIVING WRITTEN NOTICE OF THAT TERMINATION TO THE OWNER OR AGENT SELLING THE PROPERTY.

If Mello-Roos Community Facilities Special Tax Liens or Improvement Bond Act of 1915 Lien Assessments are not paid on time, the issuer has the right to initiate foreclosure proceedings on the property and it may be sold to satisfy the obligation. By statute, the special tax lien is made superior in priority to private liens such as mortgages and deeds of trust, even if the aforementioned preceded the creation of the assessment. Unlike property tax sales initiated by a County Tax Collector (which require a five year waiting period) special tax lien foreclosure may be initiated quickly if payments become delinquent. This can occur as soon as a few months after a property tax bill becomes delinquent.

The annual assessment installment against this property as shown on the tax bill for the 2023-2024 tax year is listed below. Assessment installments will be collected each year until the assessment bonds are repaid. The authorized facilities that are being paid for by the special taxes, and by the money received from the sale of bonds that are being repaid by the special taxes are summarized below. These facilities may not yet have all been constructed or acquired and it is possible that some may never be constructed or acquired.

#### **Mello-Roos Community Facilities Districts**

Mello-Roos Community Facilities Districts ("CFD") provide a method of financing certain public capital facilities and services especially in developing areas and areas undergoing rehabilitation. Public improvements and services funded by Mello-Roos districts may include, but are not limited to police and fire protection services, roads, new school construction, backbone infrastructure improvements, new or expanded water and sewer systems, recreation program services and flood or storm protection services. When construction of facilities is involved, in most cases, the money required to provide initial funding for the improvements is obtained through the issuance of municipal bonds. A special tax lien is placed on each property within the district for the annual payment of principal and interest as well as administrative expenses. The annual special tax continues until the bond is paid, or until revenues are no longer needed. Mello-Roos tax amounts may vary (increase), or the term of the payments may be extended, especially if additional bonds are issued. These special taxes are usually collected with regular property tax installments.

If this property is subject to the Mello-Roos CFD(s) lien(s) listed below, it is subject to a special tax that will appear on your property tax bill that is in addition to the regular property taxes and any other charges and benefit assessments on the parcel. This special tax is not necessarily imposed on all parcels within the city or county where the property is located. If you fail to pay this tax when due each year, the property may be foreclosed upon and sold. The tax is used to provide public facilities and/or services that are likely to particularly benefit the property.

There is a maximum special tax that may be levied against this parcel each year to pay for public facilities. This amount may be subject to increase each year based on the special tax escalator listed below (if applicable). The annual tax charged in any given year may not exceed the maximum tax amount. However, the maximum tax may increase if the property use changes, or if the home or structure size is enlarged. The special tax will be levied each year until all of the authorized facilities are built and all special tax bonds are repaid. If additional bonds are issued, the estimated end date of the special tax may be extended

THIS PROPERTY IS NOT CURRENTLY SUBJECT TO MELLO-ROOS COMMUNITY FACILITIES SPECIAL TAX LIEN(S).



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#### Improvement Bond Act of 1915 Assessments Districts

Improvement Bond Act of 1915 Assessments Districts provide a method of financing certain public capital improvements and infrastructures including, but not limited to, roads, sewer, water and storm drain systems, and street lighting. The money required to fund the improvement is obtained in advance through the issuance of municipal bonds pursuant to the Improvement Bond Act of 1915. A special assessment lien is placed on the property within the Assessment District. The lien amount is calculated according to the specific benefit that an individual property receives from the improvement (s) and is amortized over a period of years. Improvement Bond Act of 1915 Lien Assessments can be prepaid at any time. In most instances but not all, the assessment is placed on the secured tax roll and is collected with your annual county real property taxes.

If this property is subject to the Improvement Bond Act of 1915 Lien Assessment(s) listed below, the lien(s) will be repaid from annual assessment installments levied by the assessment district that will appear on the property tax bill, but which are in addition to the regular property taxes and any other charges and levies that will be listed on the property tax bills. Each assessment district has issued bonds to finance the acquisition or construction of certain public improvements that are of direct and special benefit to property within that assessment district.

### THIS PROPERTY IS NOT CURRENTLY SUBJECT TO IMPROVEMENT BOND ACT OF 1915 LIEN ASSESSMENT(S).

#### Property Assessed Clean Energy (PACE) Programs

California legislature enables local governments to help property owners finance the acquisition, installation, and improvement of energy efficiency, water conservation, wildfire safety improvements as defined in Section 5899.4 of the Streets and Highways Code, and renewable energy projects through PACE programs. Owners of residential and commercial properties within a PACE participating district can finance 100% of their project and pay it back over time as a property tax assessment through their property tax bill, which is delivered and collected by the County. The tax bill will have a line item titled with the name of the PACE program. Payments on the assessment contract will be made through an additional annual assessment on the property and paid either directly to the county tax collector's office as part of the total annual secured property tax bill, or through the property owner's mortgage impound account. If the property owner pays his or her taxes through an impound account he or she should notify their mortgage lender to discuss adjusting his or her monthly mortgage payment by the estimated monthly cost of the PACE assessment. Under the PACE programs, if the property is sold before the PACE financing is paid in full, the remaining payments may be passed on to the new property owner. However, a lender may require the property owner to pay off the remaining balance when the property is sold or refinanced. The remaining debt may affect the amount a new buyer can borrow when financing the property purchase. It is the responsibility of the property owner to contact the property owner's home insurance provider to determine whether the efficiency improvement to be financed by the PACE assessment is covered by the property owner's insurance plan. For more information on the PACE financing programs, go to: https://dfpi.ca.gov/pace-program-administrators/pace/

THIS PROPERTY IS NOT PARTICIPATING IN A PACE PROGRAM

Phone: 800-880-9123

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#### **TAX SUMMARY**

ANNUAL TAXES, LIENS, AND ASSESSMENTS CURRENTLY LEVIED AGAINST THE PROPERTY AND INCLUDED ON THE TAX BILL

**Basic Property Taxes:** 

 Agency / Contact
 District / Benefit
 Levy Amount

 County of Los Angeles
 Combined Ad Valorem Tax Charges
 \$1470.86

County of Los Angeles (213) 974-2111 General

Voter Approved Taxes:

NONE

Mello-Roos Community Facilities Special Tax Lien(s):

NONE

Improvement Bond Act of 1915 Lien Assessment(s):

Metropolitan Water District of Southern California

NONE

Other Direct Assessments:

Agency / Contact

County of Los Angeles County of Los Angeles (213) 974-2111	Los Angeles County Trauma and Emergency Services Health	\$110.00
County of Los Angeles County of Los Angeles (213) 974-2111	Safe Clean Water Program Funding (Measure W) Safe Clean Water Program	\$88.49
County of Los Angeles County of Los Angeles (213) 974-2111	Flood Control Flood Control	\$42.71
Los Angeles County Regional Park and Open Space District	Special Tax (Measure A)	\$39.82
Los Angeles County Regional Park and Open Space District (213) 738-2983	Park and Recreation Maintenance	
County of Los Angeles	Mosquito Abatement District	\$19.27
County of Los Angeles (213) 974-2111	Vector Control	

District No. 7 Standby Charge

Water Availability

District / Benefit

Metropolitan Water District of Southern California (213) 217-6000

Phone: 800-880-9123

**Levy Amount** 

\$12.22



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#### PROPERTY TAX DESCRIPTIONS

#### **Basic Property Taxes**

Parcel Number:

The Basic Levy is the primary property tax charge levied by the County on behalf of government agencies. As a result of the passage of Proposition 13 in 1978 (Article XIIIA of the California State Constitution), the basic levy is limited to one percent (1%) of the property's net assessed value. Proceeds from this tax are divided by the County and used to help fund nearly every function the state, county, city and other local municipal agencies provide. All other charges that appear on the tax bill vary by district and county.

#### Voter Approved Taxes

Voter Approved Debt are taxes levied on a parcel that is calculated based on the assessed value of the parcel. Taxes may include those taxes that were approved by voters before the passage of Proposition 13 in 1978, General Obligation Bonds or Special Taxes that are based on assessed value as opposed to some other method. Taxes that were established before 1978 may be used for various services and improvements and may or may not be associated with public indebtedness (the issuance of municipal bonds). A General Obligation Bond is a municipal bond that may be issued by a city, county or school district in order to finance the acquisition and construction of public capital facilities and real property. Equipment purchases and the cost of operation and maintenance cannot be financed with a General Obligation Bond. Special Taxes are created pursuant to various California Code Sections and require 2/3 majority approval of the qualified voters for approval. A special tax may be formed by a local government (a city, county, special district, etc) in order to finance specific facilities and/or services and cannot be used for general purposes.

#### Other Direct Assessments

In addition to the items discussed in the previous sections, real property may be subject to Other Direct Assessments. These assessments may appear on the annual property tax bill. Increases or modifications to these assessments are subject to public notice/hearing requirements (as governed by law) and require a vote by the legal property owners or the registered voters in the area. Additional information is available by contacting the agency actually levying the assessment.



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### SUPPLEMENTAL TAX ESTIMATOR

This worksheet is provided for you as a convenience to allow you to **estimate** the potential supplemental property tax amount on a given property and whether you will receive one or two Supplemental Tax Bills. Depending on the date your escrow closes you will receive either one or two Supplemental Tax Bills which are in addition to your regular annual secured property taxes and must be paid separately. **Supplemental Tax Bills are not paid in escrow and are not impounded by your mortgage lender**. This worksheet is an estimate and is for your planning purposes only. This Supplemental Tax amount estimate is based on the 2023-2024 secured roll valuation and does not take into account other transactions that may have occurred and will impact the future assessed value.

#### Adobe Reader is suggested for interactive features

Supplemental Tax Estimator				
	Input the Purchase Price of the Property			
-	_ Current Assessed Value			
=	Taxable Supplemental Assessed Value			
Х	Tax Rate	1.082%		
=	Estimated Full-Year Supplemental Tax Amount			

Jan - May Close of Escrow - Complete This Section				
	Computation Factor for Month of Close (See Table Below)			
Х	Estimated Full-Year Supplemental Tax Amount (Computed Above)			
=	Supplemental Tax Bill #1 Amount			
+	Supplemental Tax Bill #2 Amount = Estimated Full-Year Supplemental Tax Amount			
=	Estimated Supplemental Tax Amount			

Jun - Dec Close of Escrow - Complete This Section				
	Computation Factor for Month of Close (See Table Below)			
Х	Estimated Full-Year Supplemental Tax Amount (Computed Above)			
=	Supplemental Tax Bill Amount			

	Computation	
Month	Factor	
January	0.4167	
February	0.3333	
March	0.2500	
April	0.1667	
Мау	0.0833	
June	1.0000	

Month	Factor	
July	0.9167	
August	0.8333	
September	0.7500	
October	0.6667	
November	0.5833	
December	0.5000	



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### PROPERTY TAX ESTIMATOR

The total tax charges listed on the previous pages provide an accurate portrayal of what the property tax charges were for the 2023-2024 tax year at the current assessed value. California law requires the Assessor re-calculate or re-assess the value of real property when it is sold, subdivided or upon the completion of new construction. In coming years, the Ad Valorem (or value based) property tax charges will be assessed based on this new assessed value. It is possible to calculate an **estimate** of what those charges will be using the property tax estimator provided below:

#### Adobe Reader is suggested for interactive features

Property Tax Estimator				
	Purchase Price of Property			
Х	Ad Valorem Tax Rate	1.082%		
=	Ad Valorem Tax Amount			
+	Total Direct Assessments	\$ 312.51		
=	Total Estimated Taxes			



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### **ENVIRONMENTAL INFORMATION**

#### **IDENTIFIED SITES WITH KNOWN OR POTENTIAL ENVIRONMENTAL CONCERNS**

The "Environmental Sites Summary" is divided into three categories: A, B, and C.

Category A: Sites listed with known environmental concerns/contamination. The locations of these sites are researched within a one (1) mile radius of the subject property.

Category B: Sites possessing the potential to release hazardous substances into the environment. These facilities are permitted to generate, treat, store, or dispose of hazardous substances. Locations of these sites are researched within a one-half (1/2) mile radius of the subject property.

Category C: Sites that have Underground Storage Tanks (UST) registered with the appropriate agencies. The locations of these sites are researched within one-eight (1/8) mile radius of the subject property.

ENVIRONMENTAL SITES SUMMARY	Up to 1/8 Mile	1/8 to 1/2 Mile	1/2 to 1 Mile
CATEGORY A: SITES WITH KNOWN ENVIRONMENTAL CONCERNS			
U.S. EPA National Priority / Superfund List (NPL)	0	0	0
■ Hazardous Waste Sites with Corrective Action (CORRACTS)	0	0	0
State Priority List (SPL)	0	0	0
CATEGORY B: SITES WITH POTENTIAL ENVIRONMENTAL CONCERNS			
Treatment, Storage, Disposal and Generators (TSDG)	0	3	
Comprehensive Environmental Response,     Compensation, and Liability Information System (CERCLIS)	0	0	
No Further Remedial Action Planned (NFRAP)	0	0	
Leaking Underground Storage Tanks (LUST)	0	0	
Solid Waste Landfills, Tire Disposal Centers, or Transfer Stations (SWLF)	0	1	
CATEGORY C: SITES WITH REGISTERED UNDERGROUND STORAGE TANKS			
Registered Underground Storage tank(s) (UST)	0		



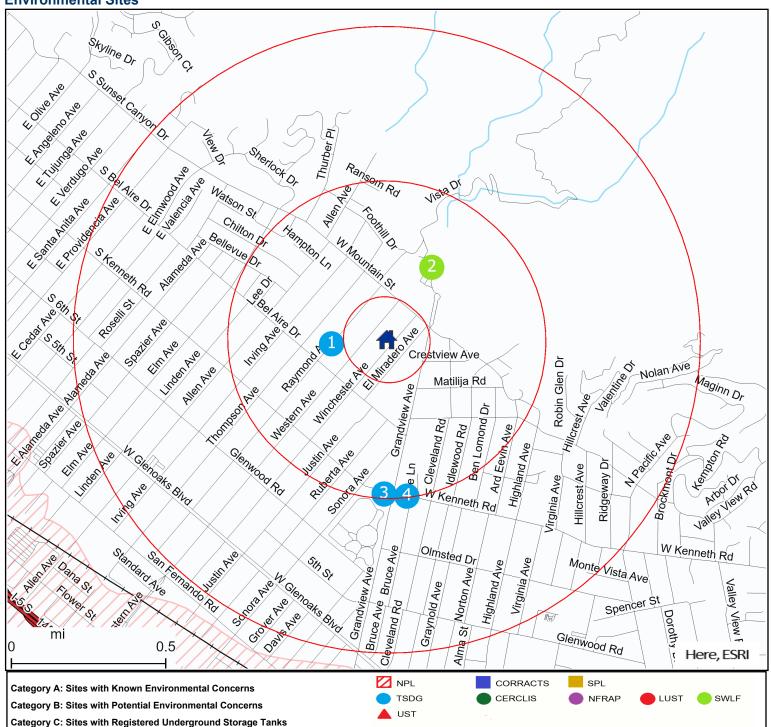
**Property Address:** 1515 WINCHESTER AVE

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## **Environmental Sites**



This map is for your aid in locating environmental hazard sites in relation to the subject property described above. Please verify street address and /or assessors' parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (expressed or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. Most sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated site. Some NPL sites are depicted by polygons approximating their location and size. The boundaries of the polygons may be different than the actual areas of these sites and may include contaminated areas outside of the listed site. A property may be affected by contamination or environmental hazards that have not been identified on any of the databases researched for this report.

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### Category A: SITES WITH KNOWN ENVIRONMENTAL CONCERNS

Refer to the pages following the site records for contact information and status definitions.

### NATIONAL PRIORITY LIST / SUPERFUND SITES (NPL)

NONE

### HAZARDOUS WASTE SITES WITH CORRECTIVE ACTION (CORRACTS)

NONE

### STATE PRIORITY LIST SITES (SPL)

## Category B: SITES WITH POTENTIAL ENVIRONMENTAL CONCERNS

Refer to the pages following the site records for contact information and status definitions.

### TREATMENT, STORAGE, DISPOSAL AND GENERATORS SITES (TSDG)

Record ID# Distance/Direction: 0.16 miles SW

SANDERS WASTE HAULING Site Name: 1433 N RAYMOND AVE Address: GLENDALE, CA 91201

Distance/Direction: 0.49 miles SW Record ID#

VILLAGE AUTOMOTIVE Site Name: Address: 1426 W KENNEDY RD

GLENDALE, CA 91201

Record ID# Distance/Direction: 0.5 miles SE

Site Name: TONY WADE AUTOMOTIVE SVC INC

1041 KENNETH RD Address:

GLENDALE, CA 91202

### COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY INFORMATION SYSTEM SITES (CERCLIS)

NONE

#### NO FURTHER REMEDIAL ACTION PLANNED SITES (NFRAP)

### LEAKING UNDERGROUND STORAGE TANK SITES (LUST)

NONE

### SOLID WASTE LANDFILLS, TIRE DISPOSAL CENTERS, OR TRANSFER STATIONS SITES (SWLF)

Record ID# Distance/Direction: 0.27 miles NE

Site Name: CITY OF GLENDALE BRAND PARK T.S. Address: 1602 WEST MOUNTAIN STREET

GLENDALE, CA 91201

Status: **ACTIVE** 

#### Category C: SITES WITH REGISTERED UNDERGROUND STORAGE TANKS

Refer to the pages following the site records for contact information.

### REGISTERED UNDERGROUND STORAGE TANKS SITES (UST)

NONE



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#### **EXPLANATION OF DATABASES RESEARCHED**

The Explanation of Databases Researched identifies and provides details on the information sources used to create the report. It also defines the acronyms and certain environmental terminology used throughout the report.

Due to the limitations, constraints, inaccuracies and incompleteness of government information and computer mapping data currently available to Disclosure Source, certain conventions have been utilized in preparing the locations of all federal, state, and local agency sites. Most sites are depicted by a point representing their approximate address location and make no attempt to represent the actual areas of the associated site. Some NPL sites are depicted by polygons approximating their location and size. The boundaries of the polygons may be different than the actual areas of these sites and may include contaminated areas outside of the listed site. A property may be affected by contamination or environmental hazards that have not been identified on any of the databases researched for this report.

### Category A: Sites With Known Environmental Concerns

#### U.S. EPA National Priority/Superfund List (NPL)

The U.S. Environmental Protection Agency (EPA) maintains a list of sites that fall under the Superfund program. The Superfund program was designed to provide federal resources to assist in facilitating remediation of the United States most environmentally impacted sites (based on the severity of the substance problem identified). Any site identified in this database will require remedial action or a final investigation prior to being removed from the National Priority List.

Specific questions regarding these sites should be directed to the U.S. EPA. Regional office location: 75 Hawthorne Street, San Francisco, CA 94105. (866) 372-9378. To see detailed information on specific sites go to: <a href="https://www.epa.gov/superfund/superfund-national-priorities-list-npl">https://www.epa.gov/superfund/superfund-national-priorities-list-npl</a>.

#### Hazardous Waste Sites with Corrective Action (CORRACTS)

The Resource Conservation and Recovery Act Information (RCRAInfo) is a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to regulatory environmental agencies. CORRACTS Sites on this list are facilities that have reported violations and are subject to corrective actions.

For further information contact The United States Environmental Protection Agency. Regional office location: 75 Hawthorne Street, San Francisco, CA 94105, (866) 372-9378 or visit: https://www.epa.gov/hw/learn-about-corrective-action.

#### State Priority List (SPL)

The California Department of Toxic Substances Control's (DTSC's) database EnviroStor, is an online search tool for identifying sites that are known to be contaminated with hazardous substances as well as sites where further studies may reveal problems. EnviroStor is used primarily by DTSC's staff as an informational tool to evaluate and track activities at sites that may have been affected by the release of hazardous substances. For the purpose of this section Disclosure Source includes sites listed in the Cleanup Sites program of EnviroStor.

For more information on a specific site contact: The California Department of Toxic Substances Control 1001 I Street Sacramento, CA 95814, (916) 323-3400 or visit: <a href="https://www.envirostor.dtsc.ca.gov/public/search.asp?basic=True">https://www.envirostor.dtsc.ca.gov/public/search.asp?basic=True</a>.

#### Category B: Sites With Potential Environmental Concerns

### Treatment, Storage, Disposal, Generators (TSDG)

The Resource Conservation and Recovery Act Information (RCRAInfo) is a national program management and inventory system about hazardous waste handlers. In general, all generators, transporters, treaters, storers, and disposers of hazardous waste are required to provide information about their activities to regulatory environmental agencies. These sites are facilities that treat, store, dispose of or generate hazardous materials.

Specific questions regarding a particular site should be addressed to: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, (866) 372-9378 or visit: <a href="https://echo.epa.gov/facilities/facility-search">https://echo.epa.gov/facilities/facility-search</a>.

### Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)

The Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) is a database of potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. It contains sites that are either proposed to be or are on the National Priorities List (NPL) as well as sites that are in the screening and assessment phase for possible inclusion on the NPL. Disclosure Source gathers data from the EPA's Superfund Enterprise Management System (SEMS).

For further information on sites found within this database, please contact: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, or the Superfund Information Center at (800) 424-9346 or visit: <a href="https://cumulis.epa.gov/supercpad/CurSites/srchsites.cfm">https://cumulis.epa.gov/supercpad/CurSites/srchsites.cfm</a>.



Parcel Number:

## **California Residential Disclosure Report**

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### No Further Remedial Action Planned (NFRAP)

CERCLIS sites that to the best of EPA's knowledge, assessment has been completed and it has been determined that no further steps will be taken to list these sites on the National Priorities List (NPL). This decision does not necessarily mean that there are no hazards associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Additional information is available from: The United States Environmental Protection Agency, Regional Main Office, 75 Hawthorne Street, San Francisco, California, 94105, (866) 372-9378. Archived site status reports can be downloaded at <a href="https://www.epa.gov/superfund/list-8r-archived-site-inventory">https://www.epa.gov/superfund/list-8r-archived-site-inventory</a>.

#### Leaking Underground Storage Tank (LUST)

The State Water Resources Control Board maintains a database of sites with leaking underground storage tanks. Leaking underground storage tanks are a major source of soil and ground water contamination. It is noteworthy to impart the fact that leaking tank information is rarely removed from the State Water Resources Control Board's Underground Storage Tank database.

For further information concerning leaking tanks, contact: The State of California Environmental Protection Agency State Water Resources Control Board, Office of Underground Storage Tanks, 1001 | Street, Sacramento, CA 95814, (916) 341-5851 or visit: <a href="https://geotracker.waterboards.ca.gov/search.asp">https://geotracker.waterboards.ca.gov/search.asp</a>.

#### Solid Waste Land Fills, Tire Disposal Centers, or Transfer Stations (SWLF)

Sites classified as Solid Waste Landfills include: landfills (both active and inactive), incinerators, transfer stations, recycling centers, and other facilities where solid waste is treated or stored. The California Integrated Waste Management Board maintains a database on solid waste facilities, operations, and disposal sites throughout the state of California referred to as the Solid Waste Information System (SWIS).

For further information pertaining to Solid Waste Landfills, contact: The State of California, Integrated Waste Management Board, 8800 Cal Center Drive, Sacramento, California 95826, (916) 341-6000 or visit: <a href="https://www2.calrecycle.ca.gov/Search/">https://www2.calrecycle.ca.gov/Search/</a> or <a href="https://geotracker.waterboards.ca.gov/search.asp">https://geotracker.waterboards.ca.gov/search.asp</a>.

Disclosure Source also includes sites listed in the Hazardous Waste Facilities program of DTSC's EnviroStor database.

For more information on a specific site contact: The California Department of Toxic Substances Control 1001 I Street Sacramento, CA 95814, (916) 323-3400 or visit: <a href="https://www.envirostor.dtsc.ca.gov/public/search.asp?basic=True">https://www.envirostor.dtsc.ca.gov/public/search.asp?basic=True</a>.

### Category C: Sites With Registered Underground Storage Tanks

#### Registered Underground Storage Tanks (UST)

The State Water Resources Control Board maintains a database of sites with registered underground storage tanks.

For further information concerning underground storage tanks, contact: The State of California Environmental Protection Agency State Water Resources Control Board, Office of Underground Storage Tanks, 1001 I Street, Sacramento, CA 95814, (916) 341-5851 or visit <a href="https://geotracker.waterboards.ca.gov/search.asp">https://geotracker.waterboards.ca.gov/search.asp</a>.

#### **Potential Status Field Definitions:**

Abandoned: A site that has ceased accepting waste but is not closed pursuant to applicable statutes, regulations and local ordinances in effect at that time, and where there is no responsible party as determined by the local enforcement agency and board.

Absorbed: An operational status used only when existing facilities (permitted facilities) are being combined into a single.

Active: Identifies that an investigation and/or remediation is currently in progress and that DTSC is actively involved, either in a lead or support capacity. Or a facility/operation currently accepting, handling, processing, or disposing waste.

ACW (Asbestos Containing Waste) Disposal Site: A solid waste landfill that accepts asbestos containing waste.

Backlog: Identifies non-active sites which DTSC is not currently investigating or remediating. These sites generally become active when staff and/or financial resources are available. Priorities for placing a site on backlog status versus active are based on the degree of long-term threat posed by the property. Before placing a property on backlog status, DTSC considers whether interim actions are necessary to protect the public and the environment from any immediate hazard posed by the property. Often there are no parties available to fund the full cleanup of these properties.

**Border Zone/Haz Waste Property (BZP/HWP):** Identifies properties that went through the Border Zone Property or Hazardous Waste Property process of evaluation. Potential Border Zone properties are located within 2,000 feet of a significant disposal of hazardous waste; Hazardous Waste Property facilities/sites have a significant disposal of hazardous waste.

Case Closed: The Regional Board and the Local Agency have determined that no further work is necessary at the site.

Certified: Identifies completed sites with previously confirmed release that are subsequently certified by DTSC as having been remediated satisfactorily under DTSC oversight.

Certified Operation & Maintenance: Identifies sites that have certified cleanups in place but require ongoing Operation and Maintenance (O&M) activities. The Certified O&M status designation means that all planned activities necessary to address the contamination problems have been implemented. However, some of these remedial activities (such as pumping and treating contaminated groundwater) must be continued for many years before complete cleanup will be achieved. Prior to the Certified O&M designation, all institutional controls (e.g., land use restrictions) that are necessary to protect public health must be in place.



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Clean closed: A solid waste disposal site that has documentation of the removal of solid waste on file with the Board. When a site is clean closed, the site is considered to cease to exist as a solid waste disposal site, but records are kept to document the status of the site.

Closed: A solid waste facility, site or operation that has ceased accepting, handling, or disposing of waste (and is not inactive) and/or has documentation that closure was conducted in accordance with applicable statutes, regulations, and local ordinances in effect at the time.

Closing: A site that has ceased accepting waste and is undergoing closure consistent with an approved final closure plan. Closing applies to landfills or disposal sites undergoing closure operations pursuant to closure plan development and implementation up to certification of closure.

Completed - Case Closed: A closure letter or other formal closure decision document has been issued for the site.

Completed - Case Closed/No Monitoring: A land disposal site that ceased accepting waste and was closed in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure. The land disposal site was monitored for at least thirty years and Water Board staff has determined that wastes no longer pose a threat to water quality.

Excluded: A waste tire site that does not meet the definition of a major or minor waste tire facility.

Deleted: Deleted from the Final NPL.

Final: Currently on the Final NPL.

Hazardous Waste Border Zone Property (HWP/BZP): Potential Border Zone properties are located within 2,000 feet of a significant disposal of hazardous waste, and hazardous waste property sites having significant disposal of hazardous waste.

Hazardous Waste Disposal Land Use (NOT BZP/HWP): Identifies facilities/sites that went through the Hazardous Waste or Border Zone Property process and entered into voluntary deed restrictions, but were not formally designated as either a "Border Zone" or "Hazardous Waste Property".

Inactive - Action Required: Identifies non-active sites where, through a Preliminary Endangerment Assessment (PEA) or other evaluation, DTSC has determined that a removal or remedial action or further extensive investigation is required.

Inactive - Needs Evaluation: Identifies non-active sites where DTSC has determined a PEA or other evaluation is required.

No Action Required: Identifies sites where a Phase I Environmental Assessment was completed and resulted in a no action required determination.

No Further Action: Identifies completed sites where DTSC determined after investigation, generally a PEA (an initial assessment), that the property does not pose a problem to public health or the environment.

Non-Operating: A Treatment, Storage, Disposal or Transfer Facility (TSDTF) with no operating hazardous waste management unit(s).

Non-Operating Permit: A facility that has received a hazardous waste facility permit but, has no hazardous waste management operating unit (s). This could be a post-closure permit.

**Not Currently Regulated:** Never regulated by the Board or no longer subject to the Board's regulation. In the case of waste tire locations below 500 tires or tire facilities that have reduced the tire count to under 500.

Not Proposed: Not on the NPL.

Not Reported: The status was not reported by the Lead Agency.

Open - Assessment & Interim Remedial Action: An "interim" remedial action is occurring at the site AND additional activities such as site characterization, investigation, risk evaluation, and/or site conceptual model development are occurring.

Open - Eligible for Closure: Corrective action at the Site has been determined to be completed and any remaining petroleum constituents from the release are considered to be low threat to Human Health, Safety, and the Environment.

Open - Inactive: No regulatory oversight activities are being conducted by the Lead Agency.

**Open - Remediation:** An approved remedy or remedies has/have been selected for the impacted media at the site and the responsible party (RP) is implementing one or more remedy under an approved cleanup plan for the site.

Open - Closed/with Monitoring: A land disposal site that has ceased accepting waste and was closed in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure.

Open - Closing/with Monitoring: A land disposal site that is no longer accepting waste and is undergoing all operations necessary to prepare the site for post-closure maintenances in accordance with an approved plan for closure.

Open - Inactive: A land disposal site that has ceased accepting waste but has not been formally closed or is still within the post closure monitoring period.

Open - Operating: A land disposal site that is accepting waste.

Open - Proposed: A land disposal site that is in the process of undergoing the permit process from several agencies.

**Open - Site Assessment:** Site characterization, investigation, risk evaluation, and/or site conceptual model development are occurring at the site. Examples of site assessment activities include, but are not limited to, the following: 1) identification of the contaminants and the investigation of their potential impacts; 2) determination of the threats/impacts to water quality; 3) evaluation of the risk to humans and ecology; 4) delineation of the nature and extent of contamination; 5) delineation of the contaminant plume(s); and 6) development of the Site Conceptual Model.

**Open - Verification Monitoring:** Remediation phases are essentially complete and a monitoring/sampling program is occurring to confirm successful completion of cleanup at the Site. (e.g. No "active" remediation is considered necessary or no additional "active" remediation is anticipated as needed. Active remediation system(s) has/have been shut-off and the potential for a rebound in contaminant concentrations is under evaluation).

Operating: A Treatment, Storage, Disposal or Transfer (TSDTF) Facility with an operating hazardous waste management unit(s).

Part of NPL: Site is Part of a NPL Site.

Permitted: Indicates that a facility or site held a solid waste facility permit.

Planned: A facility in the planning stages. It may be awaiting a permit and not yet accepting waste or it may be permitted but not yet constructed or accepting

**Pollution Characterization:** The responsible party is in the process of installing additional monitoring wells and/or borings in order to fully define the lateral and vertical extent of contamination in soil and ground water and assess the hydrogeology of the area. This phase of work may also include performing aquifer tests, soil gas surveys, continued ground water gradient determinations and monitoring, and assessing impacts on surface and/or ground water.

Post Remedial Action Monitoring: Periodic ground water or other monitoring at the site, as necessary, in order to verify and/or evaluate the effectiveness of remedial action.



Parcel Number:

## California Residential Disclosure Report

**Property Address:** 1515 WINCHESTER AVE

5622-005-020

Date: 6/25/2024 GLENDALE, CA 91201-1219 Order Number: 240625-00121

Pre-Title 27 CAI - Open/With Monitoring: A waste management unit that was closed, abandoned or inactive prior to November 27, 1984 (Pre-Title 27) and has monitoring data indicating the unit has the potential to adversely affect water quality. The site has been reopened (post-1984) and is under a detection monitoring program or implementing a corrective action program.

Pre-Title 27 CAI - Closed/With Monitoring: A waste management unit that was abandoned or inactive prior to November 27, 1984 (Pre-Title 27) but was not formally and completely closed. The site has the potential to adversely affect water quality and is implementing a detection monitoring program.

Pre-Title 27 CAI - Closed/No Monitoring: A waste management unit that was abandoned or inactive (CAI) prior to November 27, 1984 (Pre-Title 27) but was not formally and completely closed and is not implementing a monitoring program. The unit has the potential to adversely affect water quality.

Pre-Title 27 CAI - Completed - Case Closed/No Monitoring: A waste management unit that was formally and completely closed prior to November 27, 1984 (Pre-Title 27) in accordance with applicable statutes, regulations, and local ordinances in effect at time of closure. The unit does not pose a threat to

Preliminary Endangerment Assessment: An assessment of information about a site and its surrounding area. A Preliminary Assessment is designed to determine whether a site poses little or no threat to human health and the environment or if it does pose a threat, whether the threat requires further investigation. Generally includes historical review of documents and may include limited sampling of a site.

Preliminary Site Assessment Underway: Implementation of a work plan addressing the Preliminary Site Assessment Work Plan.

Preliminary Site Assessment Work Plan Submitted: A work plan/proposal has been requested of, or submitted by, the responsible party in order to determine whether groundwater has been, or will be, impacted as a result of a release from any underground tanks or associated piping. This phase of work usually includes plans for the installation and sampling of monitoring wells, soil boring sampling, additional soil excavation, and disposal or treatment of

Proposed: Proposed for NPL, or a facility or operation that is in the planning and development phase and is not yet operational.

Referred: 1248 Local Agency: Identifies sites that were referred to a local agency (through the SB 1248 determination process) to supervise the cleanup of a simple waste release.

Referred: EPA: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the United States Environmental Protection Agency (U.S. EPA).

Referred: IWMB: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the California Integrated Waste Management Board (IWMB).

Referred: Other Agency: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by another state or local environmental regulatory agency.

Referred: RCRA: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by DTSC's Hazardous Waste Management Program and are identified as Resource Conservation and Recovery Act (RCRA).

Referred: RWQCB: Identifies sites that, based on limited information available to DTSC, appear to be more appropriately addressed by the California Regional Water Quality Control Boards (RWQCBs).

Remedial Action: Implementation of corrective action plan.

Remediation Plan: A remediation plan has been submitted evaluating long term remediation options (or corrective actions). A proposal and implementation schedule for an appropriate remediation option has also been submitted. This phase of work may also include preparing and submitting the necessary information for any permits needed prior to implementation of the plan.

Removed: Removed from Proposed NPL

Reopen Previously Closed Case: Previously closed cases may be re-opened by the Lead Agency because of new information, a change in site conditions, or other factors such as negative test results during post remedial action monitoring.

Revoked: Permit has been taken back (nullified) by the enforcement agency.

Surrendered: The voluntary relinquishment of a permit by the operator to the enforcement agency.

Suspended: Indicates that the facility, operation or site never had or does not have a Solid Waste Facility Permit.

To Be Determined: There is presently not enough information to determine a Regulatory Status or Operational Status. This information may be gathered as part of the Site Investigation Process (SIP) which includes completion of the Site Identification form and Site Assessment form or further investigation by the enforcement agency. Additionally, the operational or regulatory status may be pending permit action, enforcement action, or ongoing investigation.

Unknown - Insufficient Information.

Unpermitted: Indicates that the facility, operation or site never had or does not have a Solid Waste Facility Permit.

Voluntary Cleanup: Identifies sites with either confirmed or unconfirmed releases, and the project proponents have requested that DTSC oversee evaluation, investigation, and/or cleanup activities and have agreed to provide coverage for DTSC's costs.

#### **Un-Locatable Sites**

For reporting purposes, these potential hazard sites from any of the three categories are missing certain pieces of relevant data, such as: street addresses, zip codes, city, or county information. This may be the result of limited governmental records or data. While the site may in fact exist, the absence of accurate (or missing) information may create the inability to delineate the property's radial distance in relation to the subject property on a map. If seller or seller's agent has actual knowledge of site(s) with possible contamination or other sensitive environmental impacts not listed in this report, written notification should be provided to the buyer and buyer's agent.



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### **NOTICES AND ADVISORIES**

#### TRANSFER FEE NOTICE

This is commonly known as a "Private Transfer Tax". It is a fee imposed by a private entity such as a property developer, home builder, or home owner association, when a property within a certain type of subdivision is sold or transferred. A private transfer fee may also be imposed by an individual property owner. Private transfer fees are different from city or county Documentary Transfer Taxes. Private Transfer Fees may apply in addition to government Documentary Transfer Taxes that are due upon sale or transfer of the property.

California Civil Code Section 1098 defines a "Transfer Fee" as "any fee payment requirement imposed within a covenant, restriction, or condition contained in any deed, contract, security instrument, or other document affecting the transfer or sale of, or any interest in, real property that requires a fee be paid as a result of transfer of the real property." Certain existing fees such as government fees, court ordered fees, mechanic lien fees, common interest development fees, etc. are specially excluded from the definition of "Transfer Fee".

To determine if the property is subject to a Transfer Fee, OBTAIN COPIES OF ALL EXCEPTIONS LISTED ON THE PRELIMINARY TITLE REPORT FROM THE TITLE COMPANY AND READ THEM TO DETERMINE IF ANY TRANSFER FEES ARE APPLICABLE. Please be aware that private transfer fees may be difficult to identify by simply reading the title report.

Effective January 1, 2008, Civil Code Section 1102.6e requires the seller to notify the buyer of whether a private transfer fee applies and if present, to disclose certain specific information about the fee.

Content of Disclosure. Civil Code Section 1102.6e requires the seller to disclose specific information about any Transfer Fee that may affect the property. Please refer to the legal code or to the C.A.R. Form NTF (11/07), provided by the California Association of Realtors, for a standard format to use in making the Transfer Fee Disclosure if you elect to investigate and make this disclosure personally.

How to Determine the Existence of a Transfer Fee. If a Transfer Fee does exist affecting the property, the document creating the fee may be on file with the County Recorder as a notice recorded against the property and should be disclosed in the preliminary title report on the property. However, the preliminary title report will merely disclose the existence of the documents affecting title, not the content of the documents. The title of a document may also not be sufficient to disclose that a transfer fee is included in its terms. Accordingly seller should (a) request the title company which issued the preliminary title report to provide copies of the documents shown as "exceptions" and (b) review each document to determine if it contains a transfer fee.

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

California Civil Code 1102.6c, states that the seller, or his or her agent, is responsible for delivering a notice specifying information about supplemental tax assessments:

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

### TOXIC MOLD NOTICE (PURSUANT TO THE "TOXIC MOLD PROTECTION ACT OF 2001")

The seller, or lessor of residential, commercial or industrial property; or a public entity that owns, leases, or operates a building should provide a written disclosure to prospective purchasers, prospective tenants, renters, or occupants if the seller, lessor or public entity has knowledge of mold conditions or in specified instances has reasonable cause to believe, that mold (visible or hidden) that exceeds permissible exposure limits is present that affects the unit or building. The State Department of Health Services is designated as the lead agency for identifying, adopting, and determining permissible exposure limits to mold in indoor environments, mold identification and remediation efforts.

#### PUBLICATIONS PROVIDING INFORMATION ON TOXIC MOLD AVAILABLE ON THE INTERNET:

- Mold in My Home: What Do I Do?
- Stachybotrys Chartarum (atra) A mold that may be found in water-damaged homes
- Fungi and Indoor Air Quality

- Health Effects of Toxin-Producing Molds In California
- Mold Remediation in Schools and Commercial Buildings

Phone: 800-880-9123

· Biological Pollutants in Your Home

https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/Mold.aspx; https://www.epa.gov/mold/



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#### GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES NOTICE

The following notice is provided to the buyer(s) of real property regarding information about the general location of gas and hazardous liquid transmission pipelines.

#### NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at https://pvnpms.phmsa.dot.gov/PublicViewer/. 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.

Gas and hazardous liquid pipelines of any size pose a potential risk to life, property and the environment if damaged or punctured. In addition, precise locations of larger gas transmission pipelines are restricted by Federal Homeland Security policies. Additional information relating to other types and sizes of pipelines other underground utility infrastructures may be available from local pipeline operators such https://www.pge.com/en/about/pge-systems/pipeline.html\_San Diego Gas & Electric: https://sdge.com/safety/qas-safety/natural-gas-safety-map\_, https://www.smud.org/en/In-Our-Community/Safety-Tips/Equipment-and-lines. Municipal Utilities District: https://www.socalgas.com/stay-safe/pipeline-and-storage-safety/natural-gas-pipeline-map. You may want to contact your local utility provider listed above.

You should also review your Preliminary Title Report for pipelines right-of-way (easements) and further investigate information about pipelines by contacting the owner or operator responsible for the pipelines, consider what factors, if any, are associated with the property's proximity to pipelines, and determine whether the information you receive is acceptable before you purchase. No excavation work should be done before contacting the One-Call Center (811).

#### **FLOOD INSURANCE NOTICE**

Floods can have a devastating effect on communities, causing loss of life, property damage, and loss of income, and can have an adverse effect on government functioning. As such, the federal government has designed measures that are intended to aid disaster assistance by encouraging insurance coverage for those properties in flood disaster areas.

In addition to the flood disclosure in the Natural Hazard Disclosure Statement, Federal law (U.S. Code Title 42, Chapter 68, subchapter III, § 5154a(b)(1)} requires a seller, no later than the date on which a property is to be transferred, to notify a buyer of the requirement to purchase and maintain flood insurance, if disaster relief assistance (including a loan assistance payment) has been previously provided on that property and such assistance was conditioned on obtaining flood insurance according to Federal law. If a buyer fails to obtain and maintain flood insurance on a property disclosed to have been in a previous federal disaster area and that received disaster relief assistance, then no Federal disaster relief assistance will made available should that property subsequently be in a flood disaster area. If a seller fails to notify a buyer of the requirement to purchase and maintain flood insurance because of said property's inclusion in a Federal disaster area and Federal disaster relief assistance was received for that property, and the buyer does not obtain and maintain flood insurance, then should that property be damaged by a flood disaster and receive Federal disaster relief assistance, the seller will be required to reimburse the Federal Government for the amount of that assistance for that property.

State law (SBX17, Chaptered October 10, 1995) also prohibits "state disaster assistance from being provided to a person required to maintain flood insurance by state or federal law, who has canceled or failed to maintain that coverage."

The information contained here is not intended to indicate whether a property has been in a Federal disaster area and has received Federal disaster relief assistance, but merely to indicate an additional flood insurance disclosure requirement related to future disaster relief assistance availability.



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#### **ENERGY EFFICIENCY STANDARDS AND DUCT SEALING REQUIREMENTS NOTICE**

The Energy Policy and Conservation Act directs the Department of Energy (DOE) to establish minimum efficiency standards for various products, including central air conditioners and heat pumps. On January 1, 2015, the DOE amended the energy conservation standards for residential central air conditioners and heat pumps manufactured for sale in the United States to be manufactured with an energy rating of 14 SEER (SEER, Seasonal Energy Efficiency Ratio, is the measurement of energy efficiency for the cooling performance of central air conditioners and heat pumps). Homeowners are not required to replace or upgrade existing central air conditioning units or heat pumps to comply with the new standards. Disclosure Source recommends that the potential buyer of the subject property verify the SEER rating of the central air conditioning or heat pump system through a professional such as a home inspector or through the California Home Energy Efficiency Rating Services. This agency, a home energy rating provider, is a non-profit organization that promotes energy efficiency through comprehensive analyses of homes. Additional information may be found at:

https://www.eere.energy.gov/buildings/appliance\_standards/residential/central\_ac\_hp.html\_or\_at\_www.cheers.org

Additionally, beginning October 1, 2005, and with subsequent revisions to the California building energy efficiency standards, the California Energy Commission ("CEC") outlined new duct sealing requirements which require the home's ducts tested for leaks when the central air conditioner or furnace is installed or replaced. Ducts that leak 15 percent or more must be repaired to reduce the leaks. After your contractor tests and fixes the ducts, you need to have an approved third-party field verifier check to make sure the duct testing and sealing was done properly. Duct sealing is generally not required in the following situations: 1) duct systems that are documented to have been previously sealed as confirmed through field verification and diagnostic testing; 2) when systems have less than 40 feet of ductwork in unconditioned spaces like attics, garages, crawlspaces, basements or outside the building, or 3) when ducts are constructed, insulated or sealed with asbestos. There also are specific alternatives that allow high efficiency equipment and added duct insulation to be installed instead of fixing duct leaks. You also should know that any contractor failing to obtain a required building permit and failing to test and repair your ducts is violating the law and exposing you to additional costs and liability. Real estate law requires you to disclose to potential buyers and appraisers whether or not you obtained required permits for work done on your house. If you do not obtain a permit, you may be required to bring your home into compliance with code requirements for that work and you may have to pay penalty permit fees and fines prior to selling your home. According to the CEC, these duct sealing requirements apply when the following are replaced: the air handler, the outdoor condensing unit of a split system air conditioner or heat pump, the cooling or heating coil, or the furnace heat exchanger. Several cities and counties have adopted more stringent building energy standards. You can find a link to the modif

GOVERNMENTAL GUIDE: "WHAT IS YOUR HOME ENERGY RATING?" PUBLISHED BY THE CALIFORNIA ENERGY COMMISSION CONTAINING IMPORTANT INFORMATION REGARDING THE CALIFORNIA HOME ENERGY RATING SYSTEM (HERS) PROGRAM. IT IS AVAILABLE FOR DOWNLOAD AT HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS HOMEENERGYRATING.ASPX

#### WATER-CONSERVING PLUMBING FIXTURE NOTICE

The seller of single-family residential real property built on or before January 1, 1994 shall disclose, in writing, to the prospective buyer that Section 1101.4 of the Civil Code requires that California single-family residences be equipped with water-conserving plumbing fixtures on or before January 1, 2017, and whether the property includes any noncompliant plumbing fixtures as defined in subdivision(c) of Section 1101.3.

Further, on and after January 1, 2019, a seller of multifamily residential real property or of commercial real property built on or before January 1, 1994 shall disclose to the prospective buyer, in writing, that all noncompliant plumbing fixtures in any multifamily residential real property and in any commercial real property shall be replaced with water-conserving plumbing fixtures on or before January 1, 2019, and whether the property includes any noncompliant plumbing fixtures.

For purposes of these requirements, noncompliant plumbing fixtures mean any toilet manufactured to use more than 1.6 gallons of water per flush, any urinal manufactured to use more than one gallon of water per flush, any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, any interior faucet that emits more than 2.2 gallons of water per minute.

#### SOLAR ENERGY SYSTEMS NOTICE

On and after January 1, 2018, a seller of residential real property within a common interest development shall disclose to the prospective buyer (s) the existence of any solar energy system owned by the seller and the related responsibilities of the owner according to California Civil Code Section 4746. The owner and each successive owner is required to maintain a homeowner liability coverage policy at all times and to provide the homeowner's association with the corresponding certificate of insurance within 14 days of approval of the application and annually thereafter. The owner and each successive owner of the solar energy system is responsible for the costs of damage to the common area, exclusive use common area, or separate interests resulting from the installation, maintenance, repair, removal, or replacement of the solar energy system. Further, the owner and each successive owner of the solar energy system is responsible for the costs of maintenance, repair, and replacement of the solar energy system until it has been removed and for the restoration of the common area, exclusive use common area, or separate interests after removal. The new owner will be responsible for the same disclosures mentioned above to subsequent buyers.



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#### REGISTERED SEX OFFENDER DATABASE NOTICE ALSO KNOWN AS "MEGAN'S LAW"

For more than 50 years, California has required sex offenders to register with their local law enforcement agencies. However, information on the whereabouts of these sex offenders was not available to the public until the implementation of the Child Molester Identification Line in July 1995. The information available was further expanded by California's Megan's Law in 1996 (Chapter 908, Stats. of 1996).

Section 2079.10a of the California Civil Code specifies notice be provided to buyer(s) of real property of the existence of a registered sex offender database:

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 <a href="www.meganslaw.ca.gov">www.meganslaw.ca.gov</a>. 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.

The public, excluding those who have registered as sex offenders pursuant to Section 290 of the Penal Code, may search this database by a sex offender's specific name, obtain ZIP Code and city/county listings, obtain detailed personal profile information on each registrant, and use the map application to search a neighborhood or anywhere throughout the State to determine the specific location of any of those registrants on whom the law allows the State of California to display a home address.

In addition, the public may also contact the California Department of Justice, Sex Offender Tracking Program, for information on making an inquiry with the Department concerning at least six individuals as to whether any are required to register as a sex offender and subject to public notification. A fee is assessed for such inquiries, which will be deposited into the Sexual Predator Public Information Account within the Department of Justice. The contact number for the Sex Offender Tracking Program is (916) 227-4974.

#### METHAMPHETAMINE OR FENTANYL CONTAMINATED PROPERTY NOTICE

California law (Health and Safety Code Section 25400.28) requires property owners to notify prospective buyers in writing of any pending order that would prevent the use or occupancy of a property because of methamphetamine or fentanyl laboratory activity, and to provide the prospective buyer with a copy of the pending order. Receipt of a copy of the pending order shall be acknowledged in writing by the prospective buyer.

The "Methamphetamine or Fentanyl Contaminated Property Cleanup Act," chapter 6.9.1 specifies human occupancy standards for property that is subject to the act. These standards will be replaced by any that are devised by the Department of Toxic Substances Control, in consultation with the Office of Environmental Substances Control. In addition, this Act outlines procedures for local authorities in dealing with methamphetamine or fentanyl contaminated properties, including the use of a property lien. This notice is meant to inform prospective buyers of California disclosure law regarding methamphetamine or fentanyl lab activity, and does not indicate or imply that a particular property is or has been contaminated according to this law.

### **MILITARY ORDNANCE LOCATION NOTICE**

California Civil Code Section §1102.15 states "The seller of residential real property subject to this article who has actual knowledge of any former federal or state ordnance locations within the neighborhood area shall give written notice of that knowledge as soon as practicable before transfer of title."

For purposes of this notice, "former federal or state ordnance locations" means an area identified by an agency or instrumentality of the federal or state government as an area once used for military training purposes, which may contain potentially explosive munitions.

"Neighborhood area" means within one mile of the residential real property.

For more information or to view the location of site(s) near a property, go to: https://www.usace.army.mil/Missions/Environmental/FormerlyUsedDefenseSites.aspx



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### CALIFORNIA LAND CONSERVATION (WILLIAMSON) ACT NOTICE

The purpose of the California Land Conservation Act of 1965 (Williamson Act) is to allow local governments and private landowners to enter voluntarily into contracts to restrict the use of parcels of land of no less than 100 acres to agricultural and open space use. The landowner receives compensation for the land use restrictions in the form of reduced property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value.

A Williamson Act contract is initially for a minimum term of ten years but local jurisdictions have the option to increase the initial term up to twenty years. Williamson Act contracts run with the land and are binding on all subsequent landowners. The contract is automatically extended by one year after the tenth and subsequent years unless a request for non-renewal is filed by either party. A request for non-renewal begins a 9 year term during which the tax assessments gradually increase to the full fair market value at which time the contract is terminated. The use of the property will then be controlled by the local jurisdiction's use and zoning laws.

Williamson Act contracts can be canceled only by the landowner's petition; however the minimum penalty for canceling a contract is 12.5 percent of the unrestricted, fair market value of the property. To approve a tentative contract cancellation, a county or city must make specific findings that are supported by substantial evidence. The existence of an opportunity for another use of the property or the uneconomic character of an existing agricultural use shall not, by itself, be a sufficient reason to cancel a contract.

There are penalties for breach of a contract, caused by the owner intentionally using the land for other than agriculture or making the land unusable for the contracted purposes. The penalties for breach of contract are as much as 25% of the unrestricted fair market value of the land rendered incompatible, plus 25% of the value of any building and any related improvements on the contracted land that cause the breach of contract. If a local jurisdiction allows a contract to be canceled and the State determines that there is a breach of contract, the penalties may be reduced, but not to less than 12.5% of the value of the land.

Contact the planning department to obtain information on requirements for entering into a Williamson Act contract and the uses allowed. Local government uniform rules and the specific Williamson Act contract can be more restrictive than the Williamson Act Government Code provisions.

For more information contact the Department of Conservation, Division of Land Resource Protection at 916-324-0850 or visit its website <a href="https://www.conservation.ca.gov/dlrp/lca">https://www.conservation.ca.gov/dlrp/lca</a>.

#### MUDSLIDE / DEBRIS FLOW ADVISORY

Wildfires dramatically alter the terrain and ground conditions. Post wildfire rainstorms can produce dangerous flash floods, mudslides, and debris flows. These events are a threat to property located within or along an area which has experienced a recent wildfire.

This advisory is provided to simply inform you about the US Geologic Survey's maps that estimate the probability and volume of debris flow that may be produced by a storm in a recently burned area. They are available at:

www.usgs.gov/natural-hazards/landslide-hazards/science/emergency-assessment-post-fire-debris-flow-hazards?

qt-science center objects=0#qt-science center objects

There may be additional or updated maps and resources available. To seek further information about possible mudslide and debris flow areas that may affect the property, contact the County Planning Department.

## OIL, GAS WELLS & METHANE ADVISORY

California's oil and gas production has been in decline since the 1980's and wells, many of which were drilled at the turn of the past century, have been shut down or improperly abandoned. Such wells are often found when they begin to leak oil, natural gas (methane), or water. Building construction in the past several years has expanded into areas where wells were once, or are, active. Buyer should be aware that wells may exist on or near any property and new construction may also be restricted in the vicinity of wells. The California Division of Oil, Gas and Geothermal Resources administers the program to properly abandon wells. Abandoned or active oil wells, areas containing petroleum deposits, oil fields, landfills, and gas storage facilities could present risks and safety hazards to life, health, and natural resources. Risks could include, but are not limited to, soil and ground water contamination, physical safety hazards to humans and animals, fire hazards, oil and methane seeps, and air quality problems.

Migration of methane gas into areas containing impermeable surfaces (i.e. concrete, pavement, basements, etc.) can trap the gas, resulting in the accumulation of high concentrations. Although natural methane gas is relatively harmless, high concentrations of it can be hazardous due to its highly combustible chemical composition, as well as its ability to displace oxygen. Properties located in a methane zone may be required to undergo testing and mitigation. Disclosure Source recommends that the buyer contact the local Planning, Building and Safety Department to ascertain what previous measures, if any, might have been taken to properly vent the area and what considerations might apply regarding building permits or renovations. For more information and maps visit <a href="https://www.conservation.ca.gov/CalGEM">https://www.conservation.ca.gov/CalGEM</a>.



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#### HABITAT SENSITIVITY AREA / ENDANGERED SPECIES ADVISORY

The California Endangered Species Act, Fish and Game Code, section 2051, states that there are certain species of fish, wildlife and plants that are in danger of, or threatened with, extinction because their habitats are being threatened, destroyed or adversely modified. Legislation declares that landowner cooperation is essential for conservation on those lands that have been identified as a habitat for endangered or threatened species. According to Section 2052.1 of the Fish and Game Code, if a person needs to address mitigation measures in relation to a particular impact on a threatened species, then those measures will be roughly proportional to the impact that the person has on those species. Disclosure Source recommends the buyer contact the local planning department and the California Department of Fish & Wildlife to ascertain what, if any, considerations might be involved as a result of being in or nearby habitat sensitive areas. Additional information is available at <a href="https://www.wildlife.ca.gov/Conservation/CESA">https://www.wildlife.ca.gov/Conservation/CESA</a>.

#### NATURALLY OCCURRING ASBESTOS ADVISORY

Asbestos is the common name for a group of silicate minerals that are made of thin, strong fibers. It occurs naturally in certain geologic settings in California, most commonly in ultrabasic and ultramafic rock, including serpentine rock. These rocks are commonly found in the Sierra Foothills, the Klamath Mountains, Coast Ranges, and along some faults. While asbestos is more likely found in these rock formations, its presence is not certain. Because asbestos is a mineral, asbestos fibers are generally stable in the natural environment. The fibers will not evaporate into the air. Some naturally occurring asbestos can become friable, or crushed into a powder. This may occur when vehicles drive over unpaved roads or driveways that are surfaced with ultrabasic, ultramafic or serpentine rock, when land is graded for building purposes, or at quarrying operations. Weathering and erosion may also naturally release asbestos. Friable asbestos can become suspended in the air, and under these conditions, asbestos fibers represent a significant risk to human health. Asbestos is a known carcinogen, and inhalation of asbestos may result in the development of lung cancer. Disclosure Source recommends that the buyer visit this website for further information and maps at: <a href="https://www.atsdr.cdc.gov/noa/docs/Asbestos-FAQ">https://www.atsdr.cdc.gov/noa/docs/Asbestos-FAQ</a> ENG web.pdf

#### **RADON ADVISORY**

Radon is a colorless, odorless radioactive gas that is produced by the natural decay of uranium, which is found in nearly all soils and rocks. Radon can seep from the ground into the air in a property through openings in the ground, and its presence increases the risk of lung cancer. Radon levels are variable and may be influenced by not only geology, but also soil permeability, weather and climatic conditions, building design, condition and usage. The Environmental Protection Agency (EPA) has produced a map that assigns one of three zone designations to each county based on radon potential and each zone designation reflects the average short-term radon measurement that can be expected to be measured in a building without the implementation of radon control methods. That map is not meant to be used to determine whether a particular property should be tested for radon, but is used to assist various government agencies and organizations in focusing their radon program resources. Properties with high levels of radon have been found in all zones. Long-term (up to one year) measurement is generally recommended for the most accurate determination of radon levels. Radon testing is affordable and easily done. Test kits are available at the California Department of Public Health website at https://www.cdph.ca.gov/Programs/CEH/DRSEM/Pages/EMB/Radon/Radon-Testing.aspx.

The EPA recommends all structures should be tested for radon, regardless of geographic location or zone determination. If the radon level is greater than 4 picoCuries per Liter of air (pCi/L), the EPA suggests remediation. Additionally, the California Department of Conservation outlines Radon Zone areas where geologic conditions are likely to produce high, moderate, or low potential indoor radon levels above 4 pCi/L. Those maps are available at <a href="https://www.epa.gov/radon/radon-frequently-asked-questions">https://www.epa.gov/radon/radon-frequently-asked-questions</a>

GOVERNMENTAL GUIDES: "RESIDENTIAL ENVIRONMENTAL HAZARDS: A GUIDE FOR HOMEOWNERS, HOMEBUYERS, LANDLORDS AND TENANTS"; "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" PUBLISHED BY THE ENVIRONMENTAL PROTECTION AGENCY CONTAINING IMPORTANT INFORMATION REGARDING ENVIRONMENTAL HAZARDS LOCATED ON AND AFFECTING RESIDENTIAL PROPERTY. AVAILABLE FOR DOWNLOAD AT HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS.ASPX AND HTTPS://WWW.DISCLOSURESOURCE.COM/DOWNLOADS LEAD.ASPX



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## **DISCLAIMERS**

ACCEPTANCE OR USE OF THIS REPORT BY ANY PERSON CONSTITUTES AN AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS, AND LIMITATIONS OF LIABILITY, STATED HEREIN.

THIS AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS, AND LIMITATIONS ON LIABILITY, IS MADE REGARDLESS OF WHETHER THE PERSON ACCEPTING OR USING THE REPORT PAID FOR, OR ORDERED, THE REPORT.

#### THIS REPORT IS NOT A WARRANTY OR A POLICY OF INSURANCE

#### **TERMS AND CONDITIONS**

#### 1. Recipient(s) Defined

"Recipient(s)" shall mean and refer to transferor(s)/seller(s), transferee(s)/buyer(s), and their respective agent(s)/broker(s) who access a copy of this Report.

#### Report Defined

"Report" shall mean and refer to any disclosure Report prepared by Disclosure Source and made available to the Recipient(s), whether the Report is provided as a hard copy, via email, or accessed via <a href="https://www.DisclosureSource.com">https://www.DisclosureSource.com</a>

#### No Third Party Reliance

The information contained in this Report is intended for the exclusive benefit and use of the Recipient(s). No person other than the Recipient(s) should rely upon, refer to, or use this Report, or any information contained within this Report, for any purpose. Disclosure Source expressly disclaims all liability, including liability for breach of contract and negligence, to persons other than Recipient (s). The disclosures contained in this Report "shall not be used by any other party, including, but not limited to, insurance companies, lenders, or governmental agencies, for any purpose." California Civil Code section 1103.2(g).

#### Seller's and Seller's Agent's Independent Disclosure Obligations

Seller(s) and their agent(s) are independently required to make certain statutory disclosures of all material facts about the subject property within their actual knowledge. This Report does not alter, change, impact, affect, or replace seller or seller's agent's independent disclosure obligations. Disclosure Source acknowledges that there may be other disclosures required under applicable state law and /or within seller's and seller's agent's actual knowledge, and Disclosure Source makes no representations as to the adequacy or accuracy of any other representations or disclosures made under applicable state law.

#### **Explanation of Services and Limitations**

Statutory and Local/Supplemental Disclosures, Notices and Advisories

purpose of the Disclosure Report is to assist the Recipient(s) in notifying the prospective buyer whether the property is located in any of six statutorily defined natural hazard areas. Disclosure Source has also obtained maps that are both official and publicly available from city, county, and state sources which supplement this natural hazard information.

Disclosure Source is also providing disclosures, notices and advisories on potentially hazardous conditions or occurrences that may affect the subject property. These additional disclosures, notices and advisories are either required by the California Civil Code, local ordinance, or the information is readily available. Disclosure Source recommends contacting the local building and planning departments prior to the transfer to help ascertain, what, if any, additional requirements there might be for construction or renovation, and building code requirements for this property. Disclosure Source has not performed a visual or physical inspection of the property. This Report is not a substitute for a visual or physical inspection of the property or a geologic or engineering study. Disclosure Source assumes no responsibility for any costs or consequences, direct or indirect, arising due to the need, or the lack of need, for earthquake insurance, fire insurance or flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance

In order to prepare this Report, either the seller (or his/her agent) or the buyer (or his/her agent) supplied Disclosure Source with the Assessor's Parcel Number ("APN") for the subject property. Disclosure Source has not verified the accuracy of the APN. This Report was prepared based upon such APN, and shall not, and does not, include any property beyond the boundaries of the subject property identified by such APN, including but not limited to, any common interest areas, structures (whether located on the subject property, or not), easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lanes, ways, or waterways

Disclosure Source shall not be responsible or liable for any losses, liabilities or damages resulting from an incorrect APN. No determination is made and no opinion is expressed, or intended, by this Report concerning whether the subject property is comprised of legal lots in conformance with the California Subdivision Map Act. If the subject property is part of a condominium project, planned unit development, or other properties with a common or undivided interest area, the Report may indicate that the subject property is within the natural hazard zone if any portion of the common or undivided interest area is within the reported natural hazard zone. In preparing this Report, Disclosure Source has reviewed and relied upon the statutes identified and has reviewed the records referred to in each determination.



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#### (b) Tax Information, if included in the report

California Civil Code requires that the seller of certain real property determine from local agencies whether the property is subject to a Mello-Roos Community Facilities Act and Special Tax Assessment, and if so, deliver notice of such special tax assessment(s) to the prospective buyer. The purposes of the Special Tax and Assessment Section are to (a) make preliminary determinations regarding whether secured tax rolls contain Mello Roos Community Facilities District Special Taxes or Improvement Bond Act of 1915 Lien Assessments against the subject property, and (b) assist the seller in fulfilling his/her duty to comply with California Civil Code Section 1102.6b.

When preparing the Special Tax and Assessment Section, the Company reviewed county tax records and other official and third party resources to determine whether, according to those records, the property is subject to a Special Tax pursuant to the Mello-Roos Community Facilities Act or a Special Assessment pursuant to the Improvement Bond Act of 1915. Only assessments that were levied against the property at the time the Company obtained the tax records are disclosed. No study of the public records was made by the Company to determine the presence of any other tax or assessment. Items not yet levied on the tax bill, items not appearing on the tax bill because the current owner has applied for an available exemption, supplemental taxes, unsecured property taxes, and items removed from the tax bill due to a pending judicial foreclosure suit may not be reflected on this Report. The amount of the levy, ending year, and other tax information may be subject to change in the future. Tax information can vary from property to property. The tax and assessment information in this Report is for the specific time frame and property referenced and may not be used for other properties. The Company is not responsible for any changes that may occur. In some instances, (including some condos, mobile homes, and new subdivisions), the tax roll data disclosed may represent the amount assessed for an entire parcel prior to subdivision of said parcel.

This Report and the above explanation of Special Tax and Assessments are intended to be general in nature and is not a substitute for a tax bill, title report or title insurance and may not be relied upon as such. If detailed information is desired, the Company recommends contacting the agency that administers the Special Tax and Assessment or retaining a professional consultant. The Company believes that the information and data contained in this Report is correct but we do not guarantee the accuracy of County records or the records of Bond Administrators from which this information is based, or accept liability for future tax payments in the event the information is inaccurate, incomplete or outdated. The assessed levy amounts listed are provided by the Tax Collector's office and are accurate based on the levies listed in the identified tax record as of the beginning of the identified tax year. No determination is made and no opinion is expressed, or intended, by the Report concerning the existence of property tax liabilities, unless specifically described in the Report. The applicable county tax assessor/collector updates their Tax Assessment frequently and the Company updates their Tax Assessment information yearly. If your decision to purchase this property is based in part on information contained in this Report, the Company recommends you contact the County Tax Collector's office and the Bond Administrators to verify its accuracy.

#### c) Environmental Information, if included in the report

The environmental information (including reference aids) assist the seller(s) in satisfying their general obligations to provide information regarding the property's proximity to site(s) identified by appropriate County, State, and/or Federal Agencies' databases as possessing (either presently or historically) an environmental concern. Disclosure Source has not verified the accuracy, validity, or completeness of those lists and does not insure, warrant or guarantee that they are accurate and up to date. Disclosure Source has not performed a physical inspection of the property and the Report is not intended to be used as a preliminary site assessment or Phase 1 report. Disclosure Source does not make any representation as to the health hazards to humans or animals that may be associated with any of the substances that may exist at the sites or how they may affect the subject property. Disclosure Source does not report on the significance or extent of the contamination or remediation of any of the sites identified in the Agencies' databases.

#### 6. Notice to Recipient(s)

Disclosure Source provides the Report for the benefit of all Recipient(s). Disclosure Source considers Recipient(s) to be a contracting party who is subject to the explanation of services, conditions, limitations and disclaimers herein, and by signing the Report, Recipient(s) expressly agrees to receive the services, and be bound by the conditions, limitations and disclaimers herein. This Report is for the exclusive benefit of the Recipient(s). There shall be no third party beneficiaries, and the Report may not be used in any subsequent transaction affecting the subject property or for any other real property.

### 7. Limitation of Liability

- (a) Disclosure Source has prepared this Report solely based upon records and information provided by various governmental and private agencies. Although reasonable care has been exercised by Disclosure Source in compiling the data and information contained in the Report, Disclosure Source has assumed that these records and information are accurate and complete, and Disclosure Source has not conducted any independent verification of their accuracy or completeness. Disclosure Source shall not be liable to Recipient(s) for errors, inaccuracies or omissions in this Report if such errors, inaccuracies or omissions were based upon information contained in the public and private records used by Disclosure Source, or were known to exist by Recipient (s) on the date of delivery of this Report to Recipient(s).
- (b) Disclosure Source expressly excludes from liability any disclosures or information (i) not known to Disclosure Source, (ii) not on the maps used by Disclosure Source, (iii) not recorded in the public record as of the date it was reviewed by Disclosure Source, (iv) not included in the categories included in the Disclosure Report, (v) which would be discovered by a physical inspection of the property, (vi) known to any Recipient prior to receipt of the Report, and/or (vii) regarding the health or risk to any humans or other living things which may be associated in way with any of the disclosed hazards.
- (c) Disclosure Source is not responsible or liable for the costs of investigating or remediating any of the disclosed hazards.
- (d) Disclosure Source shall not be liable for any damages resulting from a Recipient's inability to access the Report.



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- (e) Any website or hyperlink contained in the Report is provided for informational purposes only, and Disclosure Source is not responsible for the accuracy of any information available from or through any referenced website or hyperlink.
- (f) Disclosure Source liability for any claim, or claims, including but not limited to any claim for breach of contract or negligence, is limited to actual proven damages as a result of an error or omission in the Report and shall be measured by the difference between the amount paid for the property and the fair market value of the property as of the date of the Report, if and only if such difference is caused by the error or omission.
- Disclosure Source shall not be liable for any incidental damages, consequential damages, special damages, indirect damages, or lost profits suffered by Recipient(s).

#### 8. FEMA Flood Determination

This Report may include a FEMA Flood Determination Certificate provided by a third-party. If such a certificate is included, Disclosure Source makes no representation or determination, or offers any opinion, as to whether flood insurance is required, whether private or offered as part of a government program, or any representation or determination of the cost of any such insurance.

#### 9. Report Is Not For Credit Purposes

The information collected and disclosed in the Report is not indicative of any person's credit worthiness, credit standing, credit score, credit capacity or any other characteristics listed in Section 1681(a) of the Fair Credit Reporting Act ("FCRA"). The Report shall not be used in any way, or for any purpose, or in any manner that would cause the Report to be construed as a "consumer report" under the FCRA or any similar State or Federal statute, rule, law or regulation.

#### 10. Change in Information

This Report is an "AS IS" Report. Updates to the databases used in this Report are determined by the responsible agency and may be made at any time and without notice. For that reason, Disclosure Source maintains an update schedule and makes reasonable efforts to use updated information. The complexities of obtaining and adapting the data into a usable format for preparing this Report necessitate some delay once the updated information is obtained; therefore the Report may be considered accurate only as of the date when the database was last reviewed and implemented by Disclosure Source. Subsequent to Disclosure Source's acquisition of government records, changes may be made to said government records and Disclosure Source shall have no obligation to update the Report or to communicate to any Recipient(s), or any other person, any changes, acts, occurrences, circumstances or agreements occurring after the date of the Report, which render inaccurate anything contained in the Report. Disclosure Source may at its sole discretion supplement the Report. The determinations made in the Report are time-sensitive. Disclosure Source shall not be liable for any impact on the Property, or the value thereof, that any change to the government records may have. Disclosure Source is under no duty to update this Report when or if new information is released or becomes available.

### 11. Notice of Claim

Recipient(s) must promptly notify Disclosure Source in writing of any error or omission, and give Disclosure Source an opportunity to correct such error and omission. All notices and claims shall be addressed to Disclosure Source, Claims Department, 1200 Concord Ave, Suite 400, Concord, CA 94520. Any claim must be given promptly in writing when knowledge is acquired by any Claimant of any information which is contrary to the Disclosure Report. If a written claim notice is not given promptly to Disclosure Source, all liability of Disclosure Source shall terminate with regard to the matters for which a prompt claim notice is required but only to the extent that the failure to give prompt written notice has prejudiced Disclosure Source.

### 12. Governing Law

These Terms and Conditions, and any Recipient's use of the Report, shall be governed by, and construed in accordance with, the laws of the State of California

### 13. Resolution of Disputes (Arbitration or Small Claims)

MANDATORY ARBITRATION. This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration.

Any claim, dispute or controversy, pursuant to contract or tort law, or otherwise, arising out of or relating to this Agreement, the Report, its issuance, its contents, the disclosures, a breach of the Agreement, any controversy or claim arising out of the transaction giving rise to this Agreement, or the relationships among the parties hereto ("Claim"), shall be resolved by one arbitrator through binging arbitration administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879.

The arbitration will take place in the same county in which the property is located. The arbitrator's decision shall be final, binding, and non -appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. By receiving this Report, and entering into this Agreement, the parties acknowledge that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action, or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award: any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this agreement to arbitrate, including any claim that all or any part of the Terms and Conditions, including this agreement to arbitrate, is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action

As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.



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CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

#### 14. Severability

Parcel Number:

In the event any provision of this Disclosure Report is held invalid or unenforceable under applicable law, this Disclosure Report shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

#### 15. Complete Agreement

These Terms and Conditions constitute the single and entire integrated agreement between Disclosure Source and the Recipient (s), and supersede and replace all prior statements, representations, discussions, negotiations and agreements.