



Report Date: 3/13/2023
Report Number: 31235-287
Subject Property: 10122 BISMARK DR
APN: 155-033-09
Page Number: 1 (Signature Page)

NATURAL HAZARD DISCLOSURE STATEMENT

NOTICE: This acknowledgement page does not represent the entire natural hazard disclosure report issued by MyNHD. Buyer acknowledges receipt of the entire NHD report and agrees to be bound by the terms and conditions thereof.

APN: 155-033-09 ADDRESS: 10122 BISMARK DR HUNTINGTON BEACH, CA 92646

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the subject property.

The following are representations made by the transferor and his or her agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the transferee and transferor.

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.

Information is 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.

Information is not available from local jurisdiction

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

Information is not available from local jurisdiction

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.

Information is not available from local jurisdiction

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

Information is not available from local jurisdiction

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.

Map is not yet released by state

Map is not yet released by state

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEEE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Seller(s) Patrick Michael Kohler Date 04-26-2023
Signature of Agent(s) Dani Walker Date 04-24-2023

Check only one of the following:

Transferor(s) (Seller(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

X Transferor(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 Civil Code Section 1103.7, 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 Civil Code Section 1103.4.

Transferee (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 transferor's or agent's disclosure obligations in this transaction.

This statement was prepared by the following provider: Third-Party Disclosure Provider(s) MyNHD, Inc. Date 3/13/2023

PLEASE VERIFY THE STREET ADDRESS AND ASSESSOR'S PARCEL NUMBER PROVIDED TO MyNHD FOR ACCURACY.

There are other statutory disclosures, determinations and legal information in the Report. Refer to Report for these additional disclosures, determinations and legal information. With their signature below, Transferee(s) also acknowledge(s) they have received, read, and understand this document, the Terms and Conditions, and the additional disclosures, determinations and legal information provided in this Report, in the AB 38 Advisory and information, in the tax disclosures (Mello-Roos and Special Assessments), in the Environmental Report (if ordered), and in the required notices and booklets/information regarding Environmental Hazards, Earthquake Safety, Home Energy Rating System, Lead-Based Paint and Mold, which booklets/information are available at https://www.MyNHD.com/booklets/combined\_booklets\_engl.pdf.

Signature of Buyer(s) Date Signature of Buyer(s) Date



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

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [ ] Residential Lease or Month-to-Month Rental Agreement, [ ] Other: \_\_\_\_\_, dated \_\_\_\_\_, on property known as: 10122 Bismark Drive, Huntington Beach, CA 92646 ("Property") in which \_\_\_\_\_ is referred to as Buyer or Tenant and Patrick Kohler, Successor Trustee is referred to as Seller or Landlord. Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: None

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: None

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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

Patrick Michael Kohler

Patrick Kohler, Successor Trustee

04-26-2023

Seller or Landlord

Date

Seller or Landlord

Date



**2. LISTING AGENT'S ACKNOWLEDGMENT**

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

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

First Team Real Estate

(Please Print) Agent (Broker representing Seller or Landlord )

By Dani Walker

04-24-2023

Associate-Licensee or Broker Signature

Date

Dani Walker

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

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

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

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

Buyer or Tenant

Date

Buyer or Tenant

Date

**4. COOPERATING AGENT'S ACKNOWLEDGMENT**

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

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

Agent (Broker obtaining the Offer)

By

Associate-Licensee or Broker Signature

Date

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525 South Virgil Avenue, Los Angeles, California 90020





EXEMPT SELLER DISCLOSURE
Use by Sellers Who Are Exempt From Completing a TDS,
Or For Any Seller Who Does Not Provide a SPQ.
(C.A.R. Form ESD, Revised 6/21)

1. Seller makes the following disclosures with regard to the real property or manufactured home described as
10122 Bismark Drive, situated in Huntington Beach (City), Orange (County),
California, 92646 (Zip Code), Assessor's Parcel No. 155-033-09 ("Property").

2. A. Under California law (Civil Code §1102, et seq.) most Sellers of real property containing 1-4 residential units are
required to provide prospective Buyers with a completed Real Estate Transfer Disclosure Statement ("TDS").
Certain Sellers are exempt from completing the TDS but not exempt from making other disclosures. Sellers who are
not legally required to complete a TDS can use this form to make other required disclosures, including the disclosure
of material facts of which they are aware.

B. Under Civil Code §§ 1101.4 and 1101.5, non-compliant plumbing fixtures in any single family or multi-family
residential real property built before January 1, 1994 shall be replaced by the Property owner with water-conserving
plumbing fixtures.

3. THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS
OF THE AGENT(S), IF ANY. THIS DISCLOSURE STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE
SELLER OR ANY AGENT(S) AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE
PRINCIPAL(S) MAY WISH TO OBTAIN. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE
TRANSACTIONS. IF SELLER OR BUYER DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.

4. Are you (Seller) aware of any of the following? (Explain any "yes" answers below.)

- A. Within the last 3 years, the death of an occupant of the Property upon the Property
B. An Order from a government health official identifying the Property as being contaminated by
methamphetamine. (If yes, attach a copy of the Order.)
C. The release of an illegal controlled substance on or beneath the Property
D. Whether the Property is located in or adjacent to an "industrial use" zone
E. Whether the Property is affected by a nuisance created by an "industrial use" zone
F. Whether the Property is located within 1 mile of a former federal or state ordnance location
G. Whether the Property is a condominium or located in a planned unit development or other
common interest subdivision
H. Insurance claims affecting the Property within the past 5 years
I. Matters affecting title of the Property
J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as
defined by Civil Code § 1101.3
K. Any other material facts or defects affecting the Property, or material documents in Seller's
possession affecting the Property, not otherwise disclosed to Buyer

Explanation, or (if checked) see attached; H: Main line to sewer backed up causing interior damage on 1/3/2023
See attached: 00a-Farmers\_ClaimSummarySettlement
K: Electrical wiring is the original from when the house was built.
MISC: Environmental Inspection, see attached.
See attached: 01a-23-0012 KOHLER LAS, 01d-KOHLER XRF readings

5. Seller represents that the information herein is true and correct to the best of Seller's knowledge as of the date signed
by Seller. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a Copy of this
statement to any person or entity in connection with any actual or anticipated sale of the Property.

Seller Patrick Michael Kohler Patrick Kohler, Successor Trustee Date 04-26-2023
Seller Date

6. By signing below, Buyer acknowledges Buyer has received, read, and understands this Exempt Seller
Disclosure form.

Buyer Date
Buyer Date

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Toll Free: (800) 435-7764  
Fax: (877) 217-1389  
Email: [myclaim@farmersinsurance.com](mailto:myclaim@farmersinsurance.com)  
Please include your claim # on any correspondence  
National Document Center  
P.O. Box 268994  
Oklahoma City, OK 73126-8994

January 30, 2023

LILIANE AMR  
10122 BISMARCK DR  
HUNTINGTON BEACH CA 92646  
Delivered by email to: [gothamgal@gmail.com](mailto:gothamgal@gmail.com)

RE:	Insured:	Liliane Amr
	Claim Number:	7005514490-1-1
	Policy Number:	0090399398
	Loss Date:	01/03/2023
	Location of Loss:	10122 Bismark Dr, Huntington Beach, CA
	Subject:	Settlement Notice

Dear LILIANE AMR:

Thank you for being a valued customer. We'll issue your claim payment(s) through the method you select to receive your funds.

Your settlement breakdown and other claim related information can be found on the included Additional Information page.

As we discussed, this payment is for the Actual Cash Value of your claim less your deductible. (Refer to the Additional Information section.) If you intend to recover withheld depreciation, you must submit a copy of your invoices or receipts within 365 days from the date of our first Actual Cash Value payment, or by January 30, 2024. While some policies may provide less than 365 days to submit a copy of your invoices or receipts, we are extending this time period to 365 days from the date of the first ACV payment.

We previously issued payment to you for the plumbing leak detection for \$119.00.

If you have any questions, please contact me. You can also manage and check on the status of your claim by logging into your [www.farmers.com](http://www.farmers.com) account.

Thank you.

Phu Nguyen  
Field Claims Representative  
(949) 273-9387  
Fire Insurance Exchange

Email communications are preferred and should be sent to [myclaim@farmersinsurance.com](mailto:myclaim@farmersinsurance.com). If hard copies of communications are required, they should be sent to our National Document Center at P.O. Box 268994, Oklahoma City, OK 73126-8994.

Enclosure(s):

Estimate/Invoice -

General Supporting Documents -

Special Investigation -

## Additional Information

### Payment summary:

The following table of information outlines your claim settlement.

Line of Coverage	Dwelling
Replacement Cost	\$39,795.93
Less: Depreciation	\$5,984.59
Actual Cash Value	\$33,811.34
Less: Policy Deductible	\$500.00
Amount	\$33,311.34

### Settlement information:

Actual cash value is based on replacement cost less any applicable depreciation for age, useful life and condition. Labor, taxes and other fees and expenses have also been depreciated if not prohibited by your state. To recover depreciation, please send us a copy of any invoices or receipts that demonstrate replacement or repairs. We believe our estimate reflects the reasonable cost necessary to repair or replace the covered damages. Please let us know immediately if you disagree. We'll reimburse you for the full replacement cost reasonably paid to repair or replace the covered damages or any applicable policy limits.

Any deductible amount will be applied according to policy provisions.

### Request for Replacement Cost extension:

You may request a six-month extension to submit your claim to recover withheld depreciation if you provide an explanation that shows good cause as to why repairs or replacement can't be completed within 365 days of our first actual cash value payment. Please contact your claims representative if you can't submit your replacement cost claim within that time, so we can help you finalize your claim. If the loss or damage relates to an event for which a state of emergency was declared, as defined in Section 8558 of the California Government Code, you'll have 36 months from the date of our first actual cash value payment to make a claim for replacement cost.

### General contractor fees:

We've attached a detailed estimate for the scope of the covered damage and reasonable repair costs. We have estimated that a general contractor may be needed to manage the repairs, so we've included general contractor fees as part of your actual cash value settlement. If you do not actually hire a general contractor, these amounts will be deducted from any replacement cost settlement. You may choose any repair company you wish to complete repairs. If the repair company you choose will charge more than our estimated amount, please contact us before work begins. We'll review your repairer's recommendations and help reach an agreement.

We are unable to guarantee the workmanship, timeliness, skills or experience of contractors. Because the final the agreement is between you and your contractor, we'll be happy to provide assistance or have discussions with your contractor if needed, however my ability to resolve issues related to your contractor's work may be limited.

### Loss payee on check:

The attached payment includes all loss payees as your policy requires.

**No subrogation pursuit:**

We do not know of any party legally responsible for causing or contributing to this loss, therefore we are unable to pursue recovery of the amounts paid, including your deductible, if applicable. In the absence of additional information, the pursuit of any recovery is your responsibility. However, if you have additional information that would identify a responsible party, please contact us.

**Water mitigation pending:**

We did not include drying charges in your building estimate. Since you chose to use an independent contractor referred to you through our Emergency Mitigation Referral Program, we'll get a copy of your mitigation invoices directly from the contractor. After the invoices are reviewed, we'll pay the contractor directly on your behalf the amount that exceeds your deductible with confirmation to you in writing.

**Legal Notice(s):**

We reserve all rights and defenses under the policy and law and no activity on our part should be construed as a waiver. Even though only parts of the policy may be mentioned or quoted in this letter, additional portions if found to be relevant will be applied.

California law and regulations require that we provide you with written notice of any limitation period upon which we may rely to deny a claim. We also wish to bring to your attention the following limitation period set forth in the Conditions section of your policy. This period is the shortest period which will apply, unless that period may have been extended by statute.

Please refer to the **Section I – Property Conditions** part of your policy, which states:

**SECTION I - PROPERTY CONDITIONS**

...

**13. Suit Against Us.**

No suit or other action can be brought against us, our agents or our representatives unless there has been full compliance with all the terms of this policy, including submission to requested examinations under oath. Suit on or arising out of the **SECTION I - PROPERTY COVERAGE** of this policy must be brought within one year after inception of the loss or damage.

In addition, we may deny a claim based on the applicable California statute of limitations. If the loss is related to a state of emergency, as defined in subdivision (b) of Section 8558 of the Government Code, the time limit to bring suit is extended to 24 months after inception of the loss.



### Fire Insurance Exchange

PO Box 268994  
Oklahoma City, OK 73126-8994  
Toll Free Phone 1-800-435-7764  
Toll Free Fax 1-877-217-1389  
myclaim@farmersinsurance.com

Insured: LILIANE AMR  
Property: 10122 BISMARK DR  
HUNTINGTON BEACH, CA 92646  
Home: 10122 BISMARK DR  
HUNTINGTON BEACH, CA 92646

Home: (714) 963-3971  
Cell: (330) 285-0582  
E-mail: gothamgal@gmail.com

Claim Rep.: Phu Nguyen  
Position: Claim Representative  
Business: P.O. BOX 268994  
Oklahoma City, OK 73126-8994

Business: (949) 273-9387  
E-mail: myclaim@farmersinsurance.com

Claimant: LILIANE AMR  
Property: 10122 BISMARK DR  
HUNTINGTON BEACH, CA 92646

Home: (714) 963-3971

Estimator: Phu Nguyen  
Position: Claim Representative  
Business: P.O. BOX 268994  
Oklahoma City, OK 73126-8994

Business: (949) 273-9387  
E-mail: myclaim@farmersinsurance.com

**Claim Number:** 7005514490-1

**Policy Number:** 0090399398

**Type of Loss:** Water

Date of Loss: 1/3/2023 12:00 AM  
Date Inspected:

Date Received: 1/6/2023 2:01 AM  
Date Entered: 1/9/2023 9:02 AM

Price List: CAOG8X\_JAN23  
Restoration/Service/Remodel  
Estimate: LILIANE\_AMR





## Fire Insurance Exchange

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PO Box 268994  
Oklahoma City, OK 73126-8994  
Toll Free Phone 1-800-435-7764  
Toll Free Fax 1-877-217-1389  
myclaim@farmersinsurance.com

We appreciate the opportunity to serve your insurance needs and want to make sure you have a clear understanding of how your claim will be processed.

Attached is the estimate for repair of the damages to your property. This estimate represents the Actual Cash Value of your claim, which is the replacement cost of the damages less any applicable depreciation. Depreciation is based on the average quality, age, condition and useful life of the damaged property, unless otherwise noted. Actual cash value for roof materials is determined using either the scheduled roof table if in the policy or the age, condition and useful life of your roof materials. The applicable policy deductible(s) will be deducted from these amounts unless it is applied to another line of coverage.

If it appears reasonably likely that a general contractor will be needed to coordinate and supervise the repairs, the estimate also includes an amount for general contractor overhead and profit, unless your policy provides that general contractor overhead and profit will only be paid if incurred. In addition, if your policy provides that any amounts for the matching of undamaged materials will only be paid if incurred, then those estimated amounts will be shown under a section of the estimate labeled Matching of Undamaged Property.

Should you receive an estimate of repairs that exceeds this estimate, or if you wish to send us any other information related to your claim, please include "Attention Claim # 7005514490-1" and forward this information to us by:

1. E-mailing to myclaim@farmersinsurance.com or
2. Faxing to 877-217-1389, or
3. Mailing to National Document Center, P.O. Box 268994, Oklahoma City, OK 73126-8994.

Once you have completed the repairs to your property, you may make a Replacement Cost claim for up to the amount of the recoverable depreciation withheld. Any depreciation shown as "non-recoverable" does not qualify for reimbursement. Please refer to the Conditions section of your policy for specific time limits within which you must claim the recoverable depreciation. Once you complete the repairs, please send your supporting documentation to us as outlined above. In any case, your total claim will not exceed the amount you actually spent making the repairs, minus your policy deductible. Estimated costs not actually incurred, like general contractor overhead and profit, will offset recoverable depreciation.

If your policy provides for Building Ordinance or Law coverage, any known covered costs resulting from ordinance or law upgrades are itemized in this estimate or contained in a separate estimate we will provide to you. However, these costs are not included as part of the Actual Cash Value of this estimate. Ordinance or law costs will be paid under your policy when incurred by you, subject to your deductible.

We wish to inform you there are time limits set forth in the Conditions section of your policy which may affect the time within which you may pursue your claim. We suggest that you review the Conditions section of your policy, as may be endorsed, particularly noting the 'Suit Against Us' or 'Legal Action Against Us' provision.

Although as a service we may refer contractors or other repair professionals to you, it is your decision to hire the contractor of your choice. We neither direct or manage the activities nor guarantee the work of any contractor, whether referred or not. It is up to you to make sure the work is completed to your satisfaction.

We encourage you to visit [www.farmers.com](http://www.farmers.com) to learn more about our self-service options available to you; including the ability to view your claim status, upload documents and photos and find local service providers.

Thank you for the opportunity to serve your insurance needs. If you have any questions regarding this claim, please feel free to contact us.

Phu Nguyen  
myclaim@farmersinsurance.com  
(949) 273-9387

# Guide to Understanding Your Property Estimate

<b>B</b> QUANTITY	<b>C</b> UNIT	<b>D</b> TAX	<b>E</b> RCV	<b>F</b> AGE/LIFE	<b>G</b> COND.	<b>H</b> DEP %	<b>I</b> DEPREC.	<b>J</b> ACV
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<b>A</b>	5/8" drywall - hung, taped, ready for texture	67.19 SF	2.03	2.70	139.10	34/150 yrs	Avg. 22.67%	(31.53)	107.57
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### Summary for Dwelling

<b>K</b>	Line Item Total	14,161.90
	Material Sales Tax	298.42
<b>L</b>	<b>Replacement Cost Value</b>	<b>\$14,460.32</b>
	Less Depreciation	(5,733.33)
<b>M</b>	<b>Actual Cash Value</b>	<b>\$8,726.99</b>
<b>N</b>	Less Deductible	(1,000.00)
<b>O</b>	<b>Net Claim</b>	<b>\$7,726.99</b>
<b>P</b>	Total Recoverable Depreciation	5,733.33
	<b>Net Claim if Depreciation is Recovered</b>	<b>\$13,460.32</b>

- (A) **Line Item** – Details the activity or item being estimated.
- (B) **Quantity** – The number of units (ex: square feet) for an item.
- (C) **Unit** – The cost of a single unit which includes labor and materials
- (D) **Tax** – The amount of tax for the item.
- (E) **Replacement Cost Value (RCV)** –The estimated cost of repairing an item with a similar one. RCV is calculated by multiplying the Quantity by the Unit Cost and adding the Tax.
- (F) **Age/Life** –The actual age of the material and the life expectancy of the material.
- (G) **Condition** – The pre-loss condition of the item damaged in the loss.
- (H) **Depreciation Percentage** –The percentage of the loss of value for the line item at the time of loss.
- (I) **Depreciation** –The loss of value due to an item’s age/useful life and condition. Labor, taxes, and other fees and expenses will also be depreciated if not prohibited by your state. If depreciation is recoverable the amount is show in ( ). If depreciation is not recoverable the amount is show in < >.
- (J) **Actual Cash Value (ACV)** –The estimated value based on replacement cost less any applicable depreciation for age, useful life, and condition.
- (K) **Line Item Total** – The sum of all the line items for that coverage.
- (L) **Total Replacement Cost Value** – The total RCV of all items for that coverage.
- (M) **Total Actual Cash Value** –The total ACV of all items for that coverage.
- (N) **Deductible** –The amount of the loss paid by you. A deductible is generally a specified dollar amount or a percentage of your policy limit.
- (O) **Net Claim** –The amount payable to you after depreciation and deductible have been applied. This can never be greater than your available coverage limit.
- (P) **Total Recoverable Depreciation** –The total amount of depreciation you can potentially recover after work is complete, subject to the actual amount you incur.

## Common Units of Measure

EA – Each	SF – Square Foot	CF – Cubic Foot	RM – Room
HR – Hour	SY – Square Yard	CY – Cubic Yard	
DA – Day	SQ – Square	LF – Linear Foot	



**Fire Insurance Exchange**

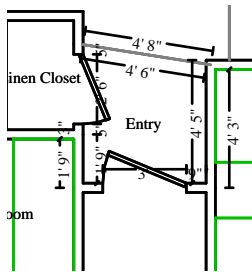
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**LILIANE\_AMR**

**Main Level**

**Main Level**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
1. Final cleaning - construction - Residential									
1,241.46 SF	0.36	0.00	89.38	536.31	0/NA	Avg.	0%	(0.00)	536.31
2. Haul debris - per pickup truck load - including dump fees									
1.00 EA	181.12	0.00	36.22	217.34	0/NA	Avg.	NA	(0.00)	217.34
Haul construction debris during and post repairs.									
<b>Total: Main Level</b>		<b>0.00</b>	<b>125.60</b>	<b>753.65</b>				<b>0.00</b>	<b>753.65</b>



**Entry**

**Height: 8'**

- 74.00 SF Walls
- 94.43 SF Walls & Ceiling
- 2.27 SY Flooring
- 13.83 LF Ceil. Perimeter
- 20.43 SF Ceiling
- 20.43 SF Floor
- 8.33 LF Floor Perimeter

- Door** 2' 6" X 6' 8" Opens into LINEN\_CLOSET
- Door** 3' X 6' 8" Opens into Exterior
- Missing Wall** 4' 5 11/16" X 8' Opens into HALLWAY2

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
3. Batt insulation replacement per LF - 4" - up to 2' tall									
8.33 LF	2.82	1.10	4.92	29.51	0/150 yrs	Avg.	0%	(0.00)	29.51
4. 1/2" - drywall per LF - up to 2' tall									
8.33 LF	13.04	0.97	21.92	131.51	0/150 yrs	Avg.	0%	(0.00)	131.51
5. Drywall Installer / Finisher - per hour									
1.00 HR	117.99	0.00	23.60	141.59	0/150 yrs	Avg.	0%	(0.00)	141.59
Additional labor for drywall installer to skim coat & re-texture where casing was detached in front of linen closet door.									
6. Seal/prime then paint more than the floor perimeter (2 coats)									
16.67 SF	1.18	0.28	4.00	23.95	12/15 yrs	Avg.	75% [M]	(2.96)	20.99
7. Paint part of the walls - one coat									
57.33 SF	0.81	0.71	9.42	56.57	12/15 yrs	Avg.	75% [M]	(7.41)	49.16
8. Mask and prep for paint - tape only (per LF)									
22.17 LF	0.75	0.09	3.34	20.06	0/15 yrs	Avg.	0%	(0.00)	20.06
9. Floor prep (scrape rubber back residue)									
20.43 SF	0.70	0.00	2.86	17.16	12/10 yrs	Avg.	75% [M]	(0.00)	17.16

Residual thinset present. Necessary to remove prior to installation

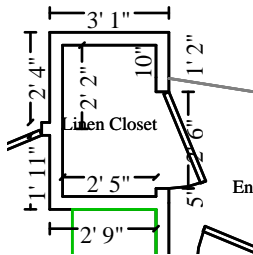


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**CONTINUED - Entry**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
10. Tile floor covering									
20.43 SF	11.48	7.62	48.42	290.58	0/100 yrs	Avg.	0%	(0.00)	290.58
Average grade									
11. Grout sealer									
20.43 SF	1.38	0.25	5.70	34.14	12/2 yrs	Avg.	75% [M]	(2.64)	31.50
12. Baseboard - 2 1/4"									
8.33 LF	3.73	0.82	6.38	38.27	0/150 yrs	Avg.	0%	(0.00)	38.27
13. Seal & paint baseboard - two coats									
8.33 LF	1.83	0.08	3.06	18.38	12/15 yrs	Avg.	75% [M]	(0.87)	17.51
14. R&R Casing - 2 1/4"									
14.00 LF	3.44	1.54	9.94	59.64	0/150 yrs	Avg.	0%	(0.00)	59.64
Front door									
15. Seal & paint casing - two coats									
14.00 LF	1.85	0.16	5.22	31.28	12/15 yrs	Avg.	75% [M]	(1.70)	29.58
16. Install Casing - 2 1/4"									
14.00 LF	1.33	0.00	3.72	22.34	0/150 yrs	Avg.	0%	(0.00)	22.34
Install only. Casings on the linen door closet. Necessary to reinstall as they were detached upon drywall removal									
17. Paint casing - one coat									
20.00 LF	1.19	0.17	4.80	28.77	12/15 yrs	Avg.	75% [M]	(1.78)	26.99
18. Paint door or window opening - Large - 1 coat (per side)									
1.00 EA	30.61	0.38	6.20	37.19	12/15 yrs	Avg.	75% [M]	(3.92)	33.27
Window opening next to front door									
<b>Totals: Entry</b>		<b>14.17</b>	<b>163.50</b>	<b>980.94</b>				<b>21.28</b>	<b>959.66</b>



**Linen Closet**

**Height: 8'**

84.67 SF Walls	9.47 SF Ceiling
94.13 SF Walls & Ceiling	9.47 SF Floor
1.05 SY Flooring	10.17 LF Floor Perimeter
12.67 LF Ceil. Perimeter	

**Door**

**2' 6" X 6' 8"**

**Opens into ENTRY**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
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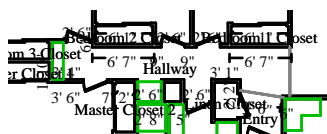


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#### Hallway

Height: 8'



406.00 SF Walls	109.31 SF Ceiling
515.31 SF Walls & Ceiling	99.54 SF Floor
11.06 SY Flooring	48.67 LF Floor Perimeter
61.17 LF Ceil. Perimeter	

<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into MASTER_BEDRO</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into HALLWAY_BATH</b>
<b>Missing Wall</b>	<b>4' 7 11/16" X 8'</b>	<b>Opens into ENTRY</b>
<b>Missing Wall</b>	<b>5' 2" X 8'</b>	<b>Opens into FAMILY_ROOM</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into BEDROOM_4</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into BEDROOM_2</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into BEDROOM_3</b>

	QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
34. Batt insulation replacement per LF - 4" - up to 2' tall	48.67 LF	2.82	6.45	28.76	172.46	0/150 yrs	Avg.	0%	(0.00)	172.46
35. 1/2" - drywall per LF - up to 2' tall	48.67 LF	13.04	5.66	128.08	768.40	0/150 yrs	Avg.	0%	(0.00)	768.40
36. Seal/prime then paint more than the floor perimeter (2 coats)	97.33 SF	1.18	1.66	23.32	139.83	12/15 yrs	Avg.	75% [M]	(17.31)	122.52
37. Paint part of the walls - one coat	308.67 SF	0.81	3.83	50.76	304.61	12/15 yrs	Avg.	75% [M]	(39.91)	264.70
38. Mask and prep for paint - tape only (per LF)	48.67 LF	0.75	0.19	7.34	44.03	0/15 yrs	Avg.	0%	(0.00)	44.03
39. Carpet - per specs from independent carpet analysis	114.47 SF	4.03	28.03	97.86	587.20	12/10 yrs	Avg.	75% [M]	(292.31)	294.89
15 % waste added for Carpet - per specs from independent carpet analysis.										
40. Carpet pad - per specs from independent pad analysis	99.54 SF	0.60	3.70	12.68	76.10	12/10 yrs	Avg.	75% [M]	(38.60)	37.50
41. Baseboard - 2 1/4"	48.67 LF	3.73	4.79	37.26	223.59	0/150 yrs	Avg.	0%	(0.00)	223.59
42. Seal & paint baseboard - two coats	48.67 LF	1.83	0.49	17.92	107.48	12/15 yrs	Avg.	75% [M]	(5.12)	102.36
43. R&R Casing - 2 1/4"	24.00 LF	3.44	2.64	17.04	102.24	0/150 yrs	Avg.	0%	(0.00)	102.24
Casings incurred damage upon abatement demo. Necessary to replace.										
44. Install Casing - 2 1/4"	63.00 LF	1.33	0.00	16.76	100.55	0/150 yrs	Avg.	0%	(0.00)	100.55
9 casings were detached from abatement demo. Necessary to reinstall.										
45. Paint door or window opening - 2 coats (per side)	5.00 EA	38.60	2.22	39.04	234.26	12/15 yrs	Avg.	75% [M]	(23.16)	211.10

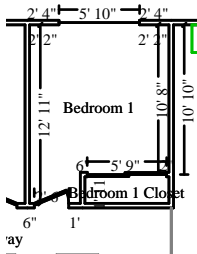


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**CONTINUED - Hallway**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV	
5 door jamb openings total - to all bedrooms and hallway bathroom										
46. Custom cabinets - full height units										
6.42	LF	423.59	175.01	578.90	3,473.36	12/50 yrs	Avg.	24%	(583.98)	2,889.38
Necessary to custom build full heights boxes in hallway as the face frames were saved.										
47. Seal & paint full height cabinetry - inside and out										
6.42	LF	59.99	5.62	78.14	468.90	12/15 yrs	Avg.	75% [M]	(58.63)	410.27
48. Toe kick - unfinished wood - 1/2"										
6.42	LF	9.94	1.76	13.12	78.69	12/50 yrs	Avg.	24%	(5.87)	72.82
49. Stain & finish toe-kick										
6.42	LF	1.89	0.11	2.44	14.68	12/15 yrs	Avg.	75% [M]	(1.14)	13.54
Seal & paint new toe kicks										
50. Paint cabinetry - full height - faces only										
2.33	LF	21.16	0.59	9.98	59.87	12/15 yrs	Avg.	75% [M]	(6.15)	53.72
Water heater cabinet door face										
51. R&R Cold air return cover - Extra large										
1.00	EA	56.20	2.23	11.68	70.11	12/25 yrs	Avg.	48%	(14.91)	55.20
Air return incurred damage.										
52. Thermostat - Detach & reset										
1.00	EA	58.24	0.00	11.64	69.88	0/NA	Avg.	0%	(0.00)	69.88
<b>Totals: Hallway</b>		<b>244.98</b>	<b>1,182.72</b>	<b>7,096.24</b>				<b>1,087.09</b>	<b>6,009.15</b>	



**Bedroom 1**

**Height: 8'**

295.50 SF Walls	115.81 SF Ceiling
411.31 SF Walls & Ceiling	115.81 SF Floor
12.87 SY Flooring	37.75 LF Floor Perimeter
46.00 LF Ceil. Perimeter	

<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into HALLWAY2</b>
<b>Window</b>	<b>5' 10" X 3'</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>5' 9" X 6' 8"</b>	<b>Opens into BEDROOM_1_CL</b>

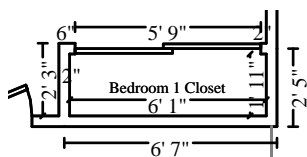
QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
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**Bedroom 1 Closet**

**Height: 8'**

89.67 SF Walls	11.66 SF Ceiling
101.33 SF Walls & Ceiling	11.66 SF Floor
1.30 SY Flooring	10.25 LF Floor Perimeter
16.00 LF Ceil. Perimeter	

Door	5' 9" X 6' 8"					Opens into BEDROOM_4				
	QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
69. Batt insulation replacement per LF - 4" - up to 2' tall	10.25 LF	2.82	1.36	6.06	36.33	0/150 yrs	Avg.	0%	(0.00)	36.33
70. 1/2" - drywall per LF - up to 2' tall	10.25 LF	13.04	1.19	26.98	161.83	0/150 yrs	Avg.	0%	(0.00)	161.83
71. Seal/prime then paint more than the floor perimeter (2 coats)	20.50 SF	1.18	0.35	4.92	29.46	12/15 yrs	Avg.	75% [M]	(3.64)	25.82
72. Paint part of the walls - one coat	69.17 SF	0.81	0.86	11.38	68.27	12/15 yrs	Avg.	75% [M]	(8.94)	59.33
73. Mask and prep for paint - tape only (per LF)	26.25 LF	0.75	0.10	3.96	23.75	0/15 yrs	Avg.	0%	(0.00)	23.75
74. Carpet - per specs from independent carpet analysis	13.41 SF	4.03	3.28	11.46	68.78	12/10 yrs	Avg.	75% [M]	(34.24)	34.54
15 % waste added for Carpet - per specs from independent carpet analysis.										
75. Carpet pad - per specs from independent pad analysis	11.66 SF	0.60	0.43	1.48	8.91	12/10 yrs	Avg.	75% [M]	(4.52)	4.39
76. Baseboard - 2 1/4"	10.25 LF	3.73	1.01	7.84	47.08	0/150 yrs	Avg.	0%	(0.00)	47.08
77. Seal & paint baseboard - two coats	10.25 LF	1.83	0.10	3.78	22.64	12/15 yrs	Avg.	75% [M]	(1.08)	21.56
78. Install Door jamb per LF - interior - paint grade - 4 9/16"	14.00 LF	2.86	0.00	8.00	48.04	0/150 yrs	Avg.	0%	(0.00)	48.04
Re-install jambs on closet doors as they were detached during demo										
79. Paint door or window opening - 1 coat (per side)	1.00 EA	26.02	0.32	5.26	31.60	12/15 yrs	Avg.	75% [M]	(3.32)	28.28
Paint jambs										
80. Detach & Reset Shelving - 12" - in place	6.08 LF	10.77	0.01	13.10	78.59	0/150 yrs	Avg.	0%	(0.00)	78.59
Additional shelving present. Necessary to detach as it does not contain the same color as walls.										
81. Seal & paint closet shelving - single shelf - Large closet	1.00 EA	83.15	0.59	16.76	100.50	12/15 yrs	Avg.	75% [M]	(6.11)	94.39
82. Bifold door track & hardware	1.00 EA	70.15	2.64	14.56	87.35	12/50 yrs	Avg.	24%	(8.79)	78.56
Missing tracks.										

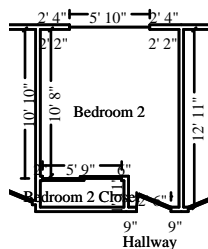


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**CONTINUED - Bedroom 1 Closet**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
83. Install Bypass (sliding) door set - Colonist									
1.00 EA	85.95	0.00	17.20	103.15	0/100 yrs	Avg.	0%	(0.00)	103.15
<b>Totals: Bedroom 1 Closet</b>		<b>12.24</b>	<b>152.74</b>	<b>916.28</b>				<b>70.64</b>	<b>845.64</b>



**Bedroom 2**

**Height: 8'**

295.50 SF Walls  
 411.31 SF Walls & Ceiling  
 12.87 SY Flooring  
 46.00 LF Ceil. Perimeter  
 115.81 SF Ceiling  
 115.81 SF Floor  
 37.75 LF Floor Perimeter

**Door** 2' 6" X 6' 8" **Opens into HALLWAY2**  
**Window** 5' 10" X 3' **Opens into Exterior**  
**Door** 5' 9" X 6' 8" **Opens into BEDROOM\_2\_CL**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
84. Batt insulation replacement per LF - 4" - up to 2' tall									
37.75 LF	2.82	5.00	22.30	133.76	0/150 yrs	Avg.	0%	(0.00)	133.76
85. 1/2" - drywall per LF - up to 2' tall									
37.75 LF	13.04	4.39	99.34	595.99	0/150 yrs	Avg.	0%	(0.00)	595.99
86. Seal/prime then paint more than the floor perimeter (2 coats)									
75.50 SF	1.18	1.29	18.08	108.46	12/15 yrs	Avg.	75% [M]	(13.43)	95.03
87. Paint part of the walls - one coat									
220.00 SF	0.81	2.73	36.18	217.11	12/15 yrs	Avg.	75% [M]	(28.45)	188.66
88. Mask and prep for paint - tape only (per LF)									
83.75 LF	0.75	0.32	12.62	75.75	0/15 yrs	Avg.	0%	(0.00)	75.75
89. Carpet - per specs from independent carpet analysis									
133.18 SF	4.03	32.62	113.86	683.20	12/10 yrs	Avg.	75% [M]	(340.11)	343.09
15 % waste added for Carpet - per specs from independent carpet analysis.									
90. Carpet pad - per specs from independent pad analysis									
115.81 SF	0.60	4.31	14.76	88.56	12/10 yrs	Avg.	75% [M]	(44.92)	43.64
91. Baseboard - 2 1/4"									
37.75 LF	3.73	3.72	28.90	173.43	0/150 yrs	Avg.	0%	(0.00)	173.43





**Fire Insurance Exchange**

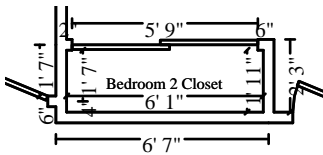
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**CONTINUED - Bedroom 2**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV	
92. Seal & paint baseboard - two coats										
37.75	LF	1.83	0.38	13.90	83.36	12/15 yrs	Avg.	75% [M]	(3.96)	79.40
93. Install Casing - 2 1/4"										
14.00	LF	1.33	0.00	3.72	22.34	0/150 yrs	Avg.	0%	(0.00)	22.34
94. Paint casing - one coat										
17.00	LF	1.19	0.14	4.06	24.43	12/15 yrs	Avg.	75% [M]	(1.50)	22.93
95. Paint door or window opening - Large - 1 coat (per side)										
1.00	EA	30.61	0.38	6.20	37.19	12/15 yrs	Avg.	75% [M]	(3.92)	33.27
Window opening										
96. Outlet or switch cover										
4.00	EA	3.59	0.27	2.94	17.57	12/25 yrs	Avg.	48%	(1.78)	15.79
3 Missing										
97. Heat/AC register - Mechanically attached - Detach & reset										
1.00	EA	17.43	0.00	3.48	20.91	0/NA	Avg.	0%	(0.00)	20.91
98. Window blind - horizontal or vertical - Detach & reset										
1.00	EA	46.42	0.00	9.28	55.70	0/NA	Avg.	0%	(0.00)	55.70
99. Interior door - Detach & reset - slab only										
1.00	EA	28.64	0.00	5.72	34.36	0/NA	Avg.	0%	(0.00)	34.36
Detach/reset to paint jambs										
<b>Totals: Bedroom 2</b>		<b>55.55</b>	<b>395.34</b>	<b>2,372.12</b>				<b>438.07</b>	<b>1,934.05</b>	

**Bedroom 2 Closet**

**Height: 8'**



89.67 SF Walls	11.66 SF Ceiling
101.33 SF Walls & Ceiling	11.66 SF Floor
1.30 SY Flooring	10.25 LF Floor Perimeter
16.00 LF Ceil. Perimeter	

**Door** **5' 9" X 6' 8"** **Opens into BEDROOM\_2**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV	
100. Batt insulation replacement per LF - 4" - up to 2' tall										
10.25	LF	2.82	1.36	6.06	36.33	0/150 yrs	Avg.	0%	(0.00)	36.33
101. 1/2" - drywall per LF - up to 2' tall										
10.25	LF	13.04	1.19	26.98	161.83	0/150 yrs	Avg.	0%	(0.00)	161.83



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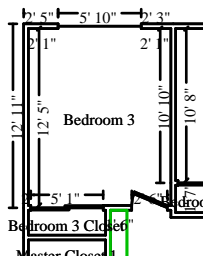
### CONTINUED - Bedroom 2 Closet

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV	
102. Seal/prime then paint more than the floor perimeter (2 coats)										
20.50	SF	1.18	0.35	4.92	29.46	12/15 yrs	Avg.	75% [M]	(3.64)	25.82
103. Paint part of the walls - one coat										
69.17	SF	0.81	0.86	11.38	68.27	12/15 yrs	Avg.	75% [M]	(8.94)	59.33
104. Mask and prep for paint - tape only (per LF)										
26.25	LF	0.75	0.10	3.96	23.75	0/15 yrs	Avg.	0%	(0.00)	23.75
105. Carpet - per specs from independent carpet analysis										
13.41	SF	4.03	3.28	11.46	68.78	12/10 yrs	Avg.	75% [M]	(34.24)	34.54
15 % waste added for Carpet - per specs from independent carpet analysis.										
106. Carpet pad - per specs from independent pad analysis										
11.66	SF	0.60	0.43	1.48	8.91	12/10 yrs	Avg.	75% [M]	(4.52)	4.39
107. Baseboard - 2 1/4"										
10.25	LF	3.73	1.01	7.84	47.08	0/150 yrs	Avg.	0%	(0.00)	47.08
108. Seal & paint baseboard - two coats										
10.25	LF	1.83	0.10	3.78	22.64	12/15 yrs	Avg.	75% [M]	(1.08)	21.56
109. Install Door jamb per LF - interior - paint grade - 4 9/16"										
14.00	LF	2.86	0.00	8.00	48.04	0/150 yrs	Avg.	0%	(0.00)	48.04
Re-install jambs on closet doors as they were detached during demo										
110. Paint door or window opening - 1 coat (per side)										
1.00	EA	26.02	0.32	5.26	31.60	12/15 yrs	Avg.	75% [M]	(3.32)	28.28
Paint jambs										
111. Detach & Reset Shelving - 12" - in place										
6.08	LF	10.77	0.01	13.10	78.59	0/150 yrs	Avg.	0%	(0.00)	78.59
Additional shelving present. Necessary to detach as it does not contain the same color as walls.										
112. Seal & paint closet shelving - single shelf - Large closet										
1.00	EA	83.15	0.59	16.76	100.50	12/15 yrs	Avg.	75% [M]	(6.11)	94.39
113. Bifold door track & hardware										
1.00	EA	70.15	2.64	14.56	87.35	12/50 yrs	Avg.	24%	(8.79)	78.56
Missing tracks.										
114. Install Bypass (sliding) door set - Colonist										
1.00	EA	85.95	0.00	17.20	103.15	0/100 yrs	Avg.	0%	(0.00)	103.15
<b>Totals: Bedroom 2 Closet</b>		<b>12.24</b>	<b>152.74</b>	<b>916.28</b>				<b>70.64</b>	<b>845.64</b>	



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### Bedroom 3

**Height: 8'**

290.61 SF Walls  
 414.78 SF Walls & Ceiling  
 13.80 SY Flooring  
 44.83 LF Ceil. Perimeter

124.17 SF Ceiling  
 124.17 SF Floor  
 37.25 LF Floor Perimeter

**Door** 5' 1" X 6' 8" **Opens into BEDROOM\_3\_CL**  
**Door** 2' 6" X 6' 8" **Opens into HALLWAY2**  
**Window** 5' 10" X 3' **Opens into Exterior**

	QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
115. Batt insulation replacement per LF - 4" - up to 2' tall	37.25 LF	2.82	4.94	22.00	131.99	0/150 yrs	Avg.	0%	(0.00)	131.99
116. 1/2" - drywall per LF - up to 2' tall	37.25 LF	13.04	4.33	98.00	588.07	0/150 yrs	Avg.	0%	(0.00)	588.07
117. Seal/prime then paint more than the floor perimeter (2 coats)	74.50 SF	1.18	1.27	17.84	107.02	12/15 yrs	Avg.	75% [M]	(13.24)	93.78
118. Paint part of the walls - one coat	216.11 SF	0.81	2.68	35.56	213.29	12/15 yrs	Avg.	75% [M]	(27.94)	185.35
119. Mask and prep for paint - tape only (per LF)	82.08 LF	0.75	0.32	12.38	74.26	0/15 yrs	Avg.	0%	(0.00)	74.26
120. Carpet - per specs from independent carpet analysis	142.79 SF	4.03	34.97	122.08	732.49	12/10 yrs	Avg.	75% [M]	(364.64)	367.85
15 % waste added for Carpet - per specs from independent carpet analysis.										
121. Carpet pad - per specs from independent pad analysis	124.17 SF	0.60	4.62	15.82	94.94	12/10 yrs	Avg.	75% [M]	(48.16)	46.78
122. Baseboard - 2 1/4"	37.25 LF	3.73	3.67	28.52	171.13	0/150 yrs	Avg.	0%	(0.00)	171.13
123. Seal & paint baseboard - two coats	37.25 LF	1.83	0.38	13.72	82.27	12/15 yrs	Avg.	75% [M]	(3.91)	78.36
124. R&R Casing - 2 1/4"	7.00 LF	3.44	0.77	4.98	29.83	0/150 yrs	Avg.	0%	(0.00)	29.83
Remove/Replace 1 damaged casing										
125. Seal & paint casing - two coats	7.00 LF	1.85	0.08	2.62	15.65	12/15 yrs	Avg.	75% [M]	(0.85)	14.80
126. Install Casing - 2 1/4"	7.00 LF	1.33	0.00	1.86	11.17	0/150 yrs	Avg.	0%	(0.00)	11.17
Install 1										
127. Paint casing - one coat	10.00 LF	1.19	0.09	2.40	14.39	12/15 yrs	Avg.	75% [M]	(0.90)	13.49
128. Paint door or window opening - Large - 1 coat (per side)	1.00 EA	30.61	0.38	6.20	37.19	12/15 yrs	Avg.	75% [M]	(3.92)	33.27



**Fire Insurance Exchange**

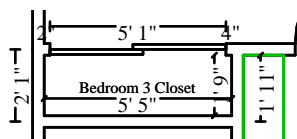
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**CONTINUED - Bedroom 3**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
Window opening									
129. Electrician - per hour									
3.00	HR	117.60	0.00	70.56	423.36	0/NA	Avg.	0%	(0.00) 423.36
Service call for electrician to trouble shoot loose wires in bedroom 3.									
130. Outlet or switch cover									
3.00	EA	3.59	0.20	2.20	13.17	12/25 yrs	Avg.	48%	(1.34) 11.83
3 Missing									
131. TV Brackets - Wall or ceiling mounted - Detach & reset									
1.00	EA	62.21	0.00	12.44	74.65	0/NA	Avg.	0%	(0.00) 74.65
132. Heat/AC register - Mechanically attached - Detach & reset									
1.00	EA	17.43	0.00	3.48	20.91	0/NA	Avg.	0%	(0.00) 20.91
133. Window blind - horizontal or vertical - Detach & reset									
1.00	EA	46.42	0.00	9.28	55.70	0/NA	Avg.	0%	(0.00) 55.70
134. Interior door - Detach & reset - slab only									
1.00	EA	28.64	0.00	5.72	34.36	0/NA	Avg.	0%	(0.00) 34.36
<b>Totals: Bedroom 3</b>		<b>58.70</b>	<b>487.66</b>	<b>2,925.84</b>				<b>464.90</b>	<b>2,460.94</b>

**Bedroom 3 Closet**

**Height: 8'**



80.78 SF Walls	9.48 SF Ceiling
90.26 SF Walls & Ceiling	9.48 SF Floor
1.05 SY Flooring	9.25 LF Floor Perimeter
14.33 LF Ceil. Perimeter	

**Door** **5' 1" X 6' 8"** **Opens into BEDROOM\_3**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
135. Batt insulation replacement per LF - 4" - up to 2' tall									
9.25	LF	2.82	1.23	5.46	32.78	0/150 yrs	Avg.	0%	(0.00) 32.78
136. 1/2" - drywall per LF - up to 2' tall									
9.25	LF	13.04	1.08	24.34	146.04	0/150 yrs	Avg.	0%	(0.00) 146.04
137. Seal/prime then paint more than the floor perimeter (2 coats)									
18.50	SF	1.18	0.32	4.42	26.57	12/15 yrs	Avg.	75% [M]	(3.29) 23.28
138. Paint part of the walls - one coat									
62.28	SF	0.81	0.77	10.26	61.48	12/15 yrs	Avg.	75% [M]	(8.05) 53.43



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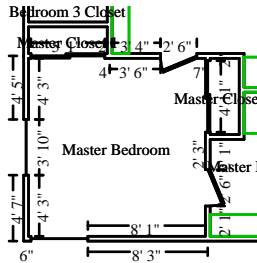
### CONTINUED - Bedroom 3 Closet

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV	
139. Mask and prep for paint - tape only (per LF)										
23.58	LF	0.75	0.09	3.56	21.34	0/15 yrs	Avg.	0%	(0.00)	21.34
140. Carpet - per specs from independent carpet analysis										
10.90	SF	4.03	2.67	9.32	55.92	12/10 yrs	Avg.	75% [M]	(27.83)	28.09
15 % waste added for Carpet - per specs from independent carpet analysis.										
141. Carpet pad - per specs from independent pad analysis										
9.48	SF	0.60	0.35	1.22	7.26	12/10 yrs	Avg.	75% [M]	(3.67)	3.59
142. Baseboard - 2 1/4"										
9.25	LF	3.73	0.91	7.08	42.49	0/150 yrs	Avg.	0%	(0.00)	42.49
143. Seal & paint baseboard - two coats										
9.25	LF	1.83	0.09	3.40	20.42	12/15 yrs	Avg.	75% [M]	(0.97)	19.45
144. Install Door jamb per LF - interior - paint grade - 4 9/16"										
14.00	LF	2.86	0.00	8.00	48.04	0/150 yrs	Avg.	0%	(0.00)	48.04
Re-install jambs on closet doors as they were detached during demo										
145. Paint door or window opening - 1 coat (per side)										
1.00	EA	26.02	0.32	5.26	31.60	12/15 yrs	Avg.	75% [M]	(3.32)	28.28
Paint jambs										
146. Detach & Reset Shelving - 12" - in place										
5.42	LF	10.77	0.01	11.68	70.06	0/150 yrs	Avg.	0%	(0.00)	70.06
Additional shelving present. Necessary to detach as it does not contain the same color as walls.										
147. Seal & paint closet shelving - single shelf - Large closet										
1.00	EA	83.15	0.59	16.76	100.50	12/15 yrs	Avg.	75% [M]	(6.11)	94.39
148. Bifold door track & hardware										
1.00	EA	70.15	2.64	14.56	87.35	12/50 yrs	Avg.	24%	(8.79)	78.56
Missing tracks.										
149. Install Bypass (sliding) door set - Colonist										
1.00	EA	85.95	0.00	17.20	103.15	0/100 yrs	Avg.	0%	(0.00)	103.15
<b>Totals: Bedroom 3 Closet</b>		<b>11.07</b>	<b>142.52</b>	<b>855.00</b>				<b>62.03</b>	<b>792.97</b>	



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**Master Bedroom**

**Height: 8'**

259.50 SF Walls	149.04 SF Ceiling
408.54 SF Walls & Ceiling	149.04 SF Floor
16.56 SY Flooring	33.83 LF Floor Perimeter
48.83 LF Ceil. Perimeter	

<b>Window</b>	<b>3' 10" X 2'</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>3' 11" X 6'</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into MASTER_BATHR</b>
<b>Door</b>	<b>4' 11" X 6' 8"</b>	<b>Opens into MASTER_CLOS2</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into HALLWAY2</b>
<b>Door</b>	<b>5' 1" X 6' 8"</b>	<b>Opens into MASTER_CLOS3</b>

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
150. Batt insulation replacement per LF - 4" - up to 2' tall									
33.83	LF	2.82	4.48	19.98	119.86	0/150 yrs	Avg.	0%	(0.00) 119.86
151. 1/2" - drywall per LF - up to 2' tall									
33.83	LF	13.04	3.93	89.00	534.07	0/150 yrs	Avg.	0%	(0.00) 534.07
152. Drywall Installer / Finisher - per hour									
1.00	HR	117.99	0.00	23.60	141.59	0/150 yrs	Avg.	0%	(0.00) 141.59
Additional labor to skim coat and re-texture areas where casings were detached.									
153. Seal/prime then paint more than the floor perimeter (2 coats)									
67.67	SF	1.18	1.15	16.22	97.22	12/15 yrs	Avg.	75% [M]	(12.03) 85.19
154. Paint part of the walls - one coat									
191.83	SF	0.81	2.38	31.56	189.32	12/15 yrs	Avg.	75% [M]	(24.81) 164.51
155. Mask and prep for paint - tape only (per LF)									
82.67	LF	0.75	0.32	12.46	74.78	0/15 yrs	Avg.	0%	(0.00) 74.78
156. Carpet - per specs from independent carpet analysis									
171.40	SF	4.03	41.98	146.54	879.26	12/10 yrs	Avg.	75% [M]	(437.71) 441.55
15 % waste added for Carpet - per specs from independent carpet analysis.									
157. Carpet pad - per specs from independent pad analysis									
149.04	SF	0.60	5.54	18.98	113.94	12/10 yrs	Avg.	75% [M]	(57.80) 56.14
158. Baseboard - 2 1/4"									
33.83	LF	3.73	3.33	25.90	155.42	0/150 yrs	Avg.	0%	(0.00) 155.42
159. Seal & paint baseboard - two coats									
33.83	LF	1.83	0.34	12.44	74.69	12/15 yrs	Avg.	75% [M]	(3.56) 71.13
160. R&R Casing - 2 1/4"									
14.00	LF	3.44	1.54	9.94	59.64	0/150 yrs	Avg.	0%	(0.00) 59.64
Casings to master bathroom									
161. Seal & paint casing - two coats									
14.00	LF	1.85	0.16	5.22	31.28	12/15 yrs	Avg.	75% [M]	(1.70) 29.58

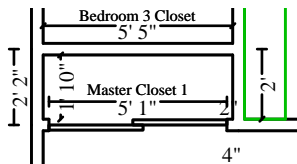


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**CONTINUED - Master Bedroom**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV	
162. Install Casing - 2 1/4"										
14.00	LF	1.33	0.00	3.72	22.34	0/150 yrs	Avg.	0%	(0.00)	22.34
Master Bedroom entry door. Necessary to reinstall as they were detached during demo										
163. Paint casing - one coat										
20.00	LF	1.19	0.17	4.80	28.77	12/15 yrs	Avg.	75% [M]	(1.78)	26.99
164. Paint door or window opening - 1 coat (per side)										
1.00	EA	26.02	0.32	5.26	31.60	12/15 yrs	Avg.	75% [M]	(3.32)	28.28
Jambs to master bathroom										
165. Paint door or window opening - Large - 1 coat (per side)										
2.00	EA	30.61	0.75	12.40	74.37	12/15 yrs	Avg.	75% [M]	(7.82)	66.55
2 Window openings										
166. Window blind - horizontal or vertical - Detach & reset										
2.00	EA	46.42	0.00	18.56	111.40	0/NA	Avg.	0%	(0.00)	111.40
167. TV Brackets - Wall or ceiling mounted - Detach & reset										
1.00	EA	62.21	0.00	12.44	74.65	0/NA	Avg.	0%	(0.00)	74.65
168. Heat/AC register - Mechanically attached - Detach & reset										
1.00	EA	17.43	0.00	3.48	20.91	0/NA	Avg.	0%	(0.00)	20.91
<b>Totals: Master Bedroom</b>		<b>66.39</b>	<b>472.50</b>	<b>2,835.11</b>				<b>550.53</b>	<b>2,284.58</b>	



**Master Closet 1**

**Height: 8'**

82.11 SF Walls	9.93 SF Ceiling
92.04 SF Walls & Ceiling	9.93 SF Floor
1.10 SY Flooring	9.42 LF Floor Perimeter
14.50 LF Ceil. Perimeter	

Door	5' 1" X 6' 8"	Opens into MASTER_BEDRO								
QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV	
169. Batt insulation replacement per LF - 4" - up to 2' tall										
9.42	LF	2.82	1.25	5.58	33.39	0/150 yrs	Avg.	0%	(0.00)	33.39
170. 1/2" - drywall per LF - up to 2' tall										
9.42	LF	13.04	1.10	24.78	148.72	0/150 yrs	Avg.	0%	(0.00)	148.72
171. Seal/prime then paint more than the floor perimeter (2 coats)										
18.83	SF	1.18	0.32	4.50	27.04	12/15 yrs	Avg.	75% [M]	(3.35)	23.69



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### CONTINUED - Master Closet 1

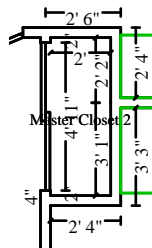
QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV	
172. Paint part of the walls - one coat										
63.28	SF	0.81	0.78	10.42	62.46	12/15 yrs	Avg.	75% [M]	(8.17)	54.29
173. Mask and prep for paint - tape only (per LF)										
23.92	LF	0.75	0.09	3.60	21.63	0/15 yrs	Avg.	0%	(0.00)	21.63
174. Carpet - per specs from independent carpet analysis										
11.42	SF	4.03	2.80	9.76	58.58	12/10 yrs	Avg.	75% [M]	(29.17)	29.41
15 % waste added for Carpet - per specs from independent carpet analysis.										
175. Carpet pad - per specs from independent pad analysis										
9.93	SF	0.60	0.37	1.28	7.61	12/10 yrs	Avg.	75% [M]	(3.85)	3.76
176. Baseboard - 2 1/4"										
9.42	LF	3.73	0.93	7.20	43.27	0/150 yrs	Avg.	0%	(0.00)	43.27
177. Seal & paint baseboard - two coats										
9.42	LF	1.83	0.09	3.46	20.79	12/15 yrs	Avg.	75% [M]	(0.99)	19.80
178. Install Door jamb per LF - interior - paint grade - 4 9/16"										
14.00	LF	2.86	0.00	8.00	48.04	0/150 yrs	Avg.	0%	(0.00)	48.04
Re-install jambs on closet doors as they were detached during demo										
179. Paint door or window opening - 1 coat (per side)										
1.00	EA	26.02	0.32	5.26	31.60	12/15 yrs	Avg.	75% [M]	(3.32)	28.28
Paint jambs										
180. Detach & Reset Shelving - 12" - in place										
5.42	LF	10.77	0.01	11.68	70.06	0/150 yrs	Avg.	0%	(0.00)	70.06
Additional shelving present. Necessary to detach as it does not contain the same color as walls.										
181. Seal & paint closet shelving - single shelf - Large closet										
1.00	EA	83.15	0.59	16.76	100.50	12/15 yrs	Avg.	75% [M]	(6.11)	94.39
182. Bifold door track & hardware										
1.00	EA	70.15	2.64	14.56	87.35	12/50 yrs	Avg.	24%	(8.79)	78.56
Missing tracks.										
183. Install Bypass (sliding) door set - Colonist										
1.00	EA	85.95	0.00	17.20	103.15	0/100 yrs	Avg.	0%	(0.00)	103.15
<b>Totals: Master Closet 1</b>		<b>11.29</b>	<b>144.04</b>	<b>864.19</b>				<b>63.75</b>	<b>800.44</b>	





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**Master Closet 2**

**Height: 8'**

83.22 SF Walls  
 93.72 SF Walls & Ceiling  
 1.17 SY Flooring  
 14.50 LF Ceil. Perimeter

10.50 SF Ceiling  
 10.50 SF Floor  
 9.58 LF Floor Perimeter

**Door**

**4' 11" X 6' 8"**

**Opens into MASTER\_BEDRO**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
184. Batt insulation replacement per LF - 4" - up to 2' tall									
9.58 LF	2.82	1.27	5.66	33.95	0/150 yrs	Avg.	0%	(0.00)	33.95
185. 1/2" - drywall per LF - up to 2' tall									
9.58 LF	13.04	1.11	25.20	151.23	0/150 yrs	Avg.	0%	(0.00)	151.23
186. Seal/prime then paint more than the floor perimeter (2 coats)									
19.17 SF	1.18	0.33	4.58	27.53	12/15 yrs	Avg.	75% [M]	(3.41)	24.12
187. Paint part of the walls - one coat									
64.05 SF	0.81	0.79	10.54	63.21	12/15 yrs	Avg.	75% [M]	(8.28)	54.93
188. Mask and prep for paint - tape only (per LF)									
24.08 LF	0.75	0.09	3.64	21.79	0/15 yrs	Avg.	0%	(0.00)	21.79
189. Carpet - per specs from independent carpet analysis									
12.08 SF	4.03	2.96	10.34	61.98	12/10 yrs	Avg.	75% [M]	(30.85)	31.13
15 % waste added for Carpet - per specs from independent carpet analysis.									
190. Carpet pad - per specs from independent pad analysis									
10.50 SF	0.60	0.39	1.34	8.03	12/10 yrs	Avg.	75% [M]	(4.07)	3.96
191. Baseboard - 2 1/4"									
9.58 LF	3.73	0.94	7.32	43.99	0/150 yrs	Avg.	0%	(0.00)	43.99
192. Seal & paint baseboard - two coats									
9.58 LF	1.83	0.10	3.52	21.15	12/15 yrs	Avg.	75% [M]	(1.00)	20.15
193. Install Door jamb per LF - interior - paint grade - 4 9/16"									
14.00 LF	2.86	0.00	8.00	48.04	0/150 yrs	Avg.	0%	(0.00)	48.04
Re-install jambs on closet doors as they were detached during demo									
194. Paint door or window opening - 1 coat (per side)									
1.00 EA	26.02	0.32	5.26	31.60	12/15 yrs	Avg.	75% [M]	(3.32)	28.28
Paint jambs									
195. Detach & Reset Shelving - 12" - in place									
5.25 LF	10.77	0.01	11.30	67.85	0/150 yrs	Avg.	0%	(0.00)	67.85
Additional shelving present. Necessary to detach as it does not contain the same color as walls.									
196. Seal & paint closet shelving - single shelf - Large closet									
1.00 EA	83.15	0.59	16.76	100.50	12/15 yrs	Avg.	75% [M]	(6.11)	94.39
197. Bifold door track & hardware									
1.00 EA	70.15	2.64	14.56	87.35	12/50 yrs	Avg.	24%	(8.79)	78.56
Missing tracks.									

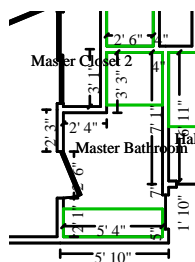


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**CONTINUED - Master Closet 2**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
198. Install Bypass (sliding) door set - Colonist									
1.00 EA	85.95	0.00	17.20	103.15	0/100 yrs	Avg.	0%	(0.00)	103.15
<b>Totals: Master Closet 2</b>		<b>11.54</b>	<b>145.22</b>	<b>871.35</b>				<b>65.83</b>	<b>805.52</b>



**Master Bathroom**

**Height: 8'**

161.17 SF Walls  
 206.47 SF Walls & Ceiling  
 3.20 SY Flooring  
 30.50 LF Ceil. Perimeter

45.31 SF Ceiling  
 28.81 SF Floor  
 19.33 LF Floor Perimeter

**Door** 2' 6" X 8" Opens into MASTER\_BEDRO  
**Window** 1' 10" X 3' Opens into Exterior

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
199. Batt insulation replacement per LF - 4" - up to 2' tall									
19.33 LF	2.82	2.56	11.42	68.49	0/150 yrs	Avg.	0%	(0.00)	68.49
200. 1/2" - drywall per LF - up to 2' tall									
19.33 LF	13.04	2.25	50.88	305.19	0/150 yrs	Avg.	0%	(0.00)	305.19
201. Painter - per hour									
0.50 HR	84.18	0.00	8.42	50.51	0/15 yrs	Avg.	0%	(0.00)	50.51
Additional labor to mask shower									
202. Seal/prime then paint more than the floor perimeter (2 coats)									
38.67 SF	1.18	0.66	9.26	55.55	12/15 yrs	Avg.	75% [M]	(6.87)	48.68
203. Paint part of the walls - one coat									
122.50 SF	0.81	1.52	20.14	120.89	12/15 yrs	Avg.	75% [M]	(15.84)	105.05
204. Mask and prep for paint - tape only (per LF)									
49.83 LF	0.75	0.19	7.52	45.08	0/15 yrs	Avg.	0%	(0.00)	45.08
205. Floor prep (scrape rubber back residue)									
28.81 SF	0.70	0.00	4.04	24.21	12/10 yrs	Avg.	75% [M]	(0.00)	24.21
Residual thinset present. Necessary to remove prior to installation									
206. Tile floor covering									
28.81 SF	11.48	10.74	68.28	409.76	0/100 yrs	Avg.	0%	(0.00)	409.76
Average grade									



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### CONTINUED - Master Bathroom

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV	
207. Grout sealer										
28.81	SF	1.38	0.36	8.04	48.16	12/2 yrs	Avg.	75% [M]	(3.73)	44.43
208. Baseboard - 2 1/4"										
19.33	LF	3.73	1.90	14.80	88.80	0/150 yrs	Avg.	0%	(0.00)	88.80
209. Seal & paint baseboard - two coats										
19.33	LF	1.83	0.19	7.12	42.68	12/15 yrs	Avg.	75% [M]	(2.02)	40.66
210. R&R Casing - 2 1/4"										
14.00	LF	3.44	1.54	9.94	59.64	0/150 yrs	Avg.	0%	(0.00)	59.64
211. Seal & paint casing - two coats										
14.00	LF	1.85	0.16	5.22	31.28	12/15 yrs	Avg.	75% [M]	(1.70)	29.58
212. Paint casing - one coat										
3.00	LF	1.19	0.03	0.72	4.32	12/15 yrs	Avg.	75% [M]	(0.27)	4.05
213. Paint door or window opening - 1 coat (per side)										
1.00	EA	26.02	0.32	5.26	31.60	12/15 yrs	Avg.	75% [M]	(3.32)	28.28
Window opening										
214. Vanity - High grade										
5.33	LF	357.23	126.26	406.06	2,436.36	12/50 yrs	Avg.	24%	(421.30)	2,015.06
Vanity & Countertop are missing. Necessary to replace to restore back High grade: Raised paneling door styles.										
215. Cabinet knob or pull										
8.00	EA	10.10	2.19	16.60	99.59	12/20 yrs	Avg.	60%	(18.30)	81.29
Missing knobs										
216. Countertop - solid surface										
16.27	SF	69.29	56.36	236.76	1,420.47	12/25 yrs	Avg.	48%	(376.14)	1,044.33
Missing countertop. Includes backsplash calculations.										
217. Add on for undermount sink cutout & polish - single basin										
1.00	EA	212.82	0.00	42.56	255.38	0/150 yrs	Avg.	0%	(0.00)	255.38
218. Install Sink faucet - Bathroom										
1.00	EA	82.02	0.00	16.40	98.42	0/20 yrs	Avg.	0%	(0.00)	98.42
Install faucet										
219. Install Sink - single										
1.00	EA	114.32	0.00	22.86	137.18	0/50 yrs	Avg.	0%	(0.00)	137.18
Install sink										
220. P-trap assembly - ABS (plastic)										
1.00	EA	65.20	0.62	13.16	78.98	12/25 yrs	Avg.	48%	(4.16)	74.82
Missing Ptrap										
221. Install Plumbing fixture supply line										
3.00	EA	14.29	0.00	8.58	51.45	0/20 yrs	Avg.	0%	(0.00)	51.45

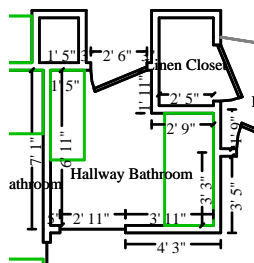


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**CONTINUED - Master Bathroom**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
Toilet & Vanity H/C									
222. Install Toilet									
1.00	EA	218.69	0.00	43.74	262.43	0/150 yrs	Avg.	0%	(0.00) 262.43
223. Medicine cabinet - Detach & reset									
1.00	EA	65.56	0.00	13.12	78.68	12/NA	Avg.	0%	(0.00) 78.68
224. Towel bar - Detach & reset									
2.00	EA	22.83	0.00	9.14	54.80	0/NA	Avg.	0%	(0.00) 54.80
2 Present									
225. Toilet paper holder									
1.00	EA	30.44	0.96	6.28	37.68	12/50 yrs	Avg.	24%	(3.20) 34.48
Missing TP Holder									
226. Detach & Reset Light bar - 2 lights									
1.00	EA	62.93	0.00	12.58	75.51	0/20 yrs	Avg.	0%	(0.00) 75.51
227. Mirror - 1/4" plate glass									
16.00	SF	18.58	14.63	62.38	374.29	12/40 yrs	Avg.	30%	(61.03) 313.26
Missing Mirror									
228. Add metal J channel to a mirror									
5.33	LF	4.19	1.09	4.68	28.10	12/40 yrs	Avg.	30%	(4.55) 23.55
229. Window blind - horizontal or vertical - Detach & reset									
1.00	EA	46.42	0.00	9.28	55.70	0/NA	Avg.	0%	(0.00) 55.70
230. Interior door - Detach & reset - slab only									
1.00	EA	28.64	0.00	5.72	34.36	0/NA	Avg.	0%	(0.00) 34.36
<b>Totals: Master Bathroom</b>		<b>224.53</b>	<b>1,160.96</b>	<b>6,965.54</b>				<b>922.43</b>	<b>6,043.11</b>



**Hallway Bathroom**

**Height: 8'**

148.17 SF Walls	44.88 SF Ceiling
193.04 SF Walls & Ceiling	28.04 SF Floor
3.12 SY Flooring	16.50 LF Floor Perimeter
28.33 LF Ceil. Perimeter	

**Window**

**2' 11" X 2'**

**Opens into Exterior**

**Door**

**2' 6" X 6' 8"**

**Opens into HALLWAY2**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
LILIANE_AMR							1/30/2023		Page: 23



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**CONTINUED - Hallway Bathroom**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV	
231. Batt insulation replacement per LF - 4" - up to 2' tall										
16.50	LF	2.82	2.19	9.74	58.46	0/150 yrs	Avg.	0%	(0.00)	58.46
232. 1/2" - drywall per LF - up to 2' tall										
16.50	LF	13.04	1.92	43.42	260.50	0/150 yrs	Avg.	0%	(0.00)	260.50
233. Painter - per hour										
0.50	HR	84.18	0.00	8.42	50.51	0/15 yrs	Avg.	0%	(0.00)	50.51
Additional labor to mask tub enclosure when painting										
234. Seal/prime then paint more than the floor perimeter (2 coats)										
33.00	SF	1.18	0.56	7.90	47.40	12/15 yrs	Avg.	75% [M]	(5.87)	41.53
235. Paint part of the walls - one coat										
115.17	SF	0.81	1.43	18.94	113.66	12/15 yrs	Avg.	75% [M]	(14.89)	98.77
236. Mask and prep for paint - tape only (per LF)										
44.83	LF	0.75	0.17	6.76	40.55	0/15 yrs	Avg.	0%	(0.00)	40.55
237. Floor prep (scrape rubber back residue)										
28.04	SF	0.70	0.00	3.92	23.55	12/10 yrs	Avg.	75% [M]	(0.00)	23.55
Residual thinset present. Necessary to remove prior to installation										
238. Tile floor covering										
28.04	SF	11.48	10.45	66.48	398.83	0/100 yrs	Avg.	0%	(0.00)	398.83
Average grade										
239. Grout sealer										
1.00	SF	1.38	0.01	0.28	1.67	12/2 yrs	Avg.	75% [M]	(0.13)	1.54
240. Baseboard - 2 1/4"										
16.50	LF	3.73	1.62	12.64	75.81	0/150 yrs	Avg.	0%	(0.00)	75.81
241. Seal & paint baseboard - two coats										
16.50	LF	1.83	0.17	6.08	36.45	12/15 yrs	Avg.	75% [M]	(1.74)	34.71
242. Install Casing - 2 1/4"										
14.00	LF	1.33	0.00	3.72	22.34	0/150 yrs	Avg.	0%	(0.00)	22.34
Necessary to reinstall										
243. Paint casing - one coat										
17.00	LF	1.19	0.14	4.06	24.43	12/15 yrs	Avg.	75% [M]	(1.50)	22.93
244. Paint door or window opening - Large - 1 coat (per side)										
1.00	EA	30.61	0.38	6.20	37.19	12/15 yrs	Avg.	75% [M]	(3.92)	33.27
Window opening										
245. Vanity - High grade										
4.00	LF	357.23	94.75	304.74	1,828.41	12/50 yrs	Avg.	24%	(316.17)	1,512.24
Vanity & Countertop are missing. Necessary to replace to restore back										



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**CONTINUED - Hallway Bathroom**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV	
246. Countertop - post formed plastic laminate										
11.60	LF	58.39	34.80	142.42	854.54	12/15 yrs	Avg.	75% [M]	(362.88)	491.66
Missing countertop. Includes backsplash calc										
247. Cabinet knob or pull										
5.00	EA	10.10	1.37	10.38	62.25	12/20 yrs	Avg.	60%	(11.44)	50.81
Missing knobs										
248. Install Sink faucet - Bathroom										
1.00	EA	82.02	0.00	16.40	98.42	0/20 yrs	Avg.	0%	(0.00)	98.42
Install faucet										
249. Install Sink - single										
1.00	EA	114.32	0.00	22.86	137.18	0/50 yrs	Avg.	0%	(0.00)	137.18
Install sink										
250. Detach & Reset P-trap assembly - ABS (plastic)										
1.00	EA	62.88	0.00	12.58	75.46	0/25 yrs	Avg.	0%	(0.00)	75.46
251. R&R Angle stop valve										
1.00	EA	42.61	0.56	8.64	51.81	0/100 yrs	Avg.	0%	(0.00)	51.81
1 Damaged due to demo.										
252. Install Plumbing fixture supply line										
3.00	EA	14.29	0.00	8.58	51.45	0/20 yrs	Avg.	0%	(0.00)	51.45
Toilet & Vanity H/C										
253. Install Toilet										
1.00	EA	218.69	0.00	43.74	262.43	0/150 yrs	Avg.	0%	(0.00)	262.43
254. Detach & Reset Light bar - 2 lights										
1.00	EA	62.93	0.00	12.58	75.51	0/20 yrs	Avg.	0%	(0.00)	75.51
255. Mirror - 1/4" plate glass										
12.00	SF	18.58	10.97	46.80	280.73	12/40 yrs	Avg.	30%	(45.77)	234.96
Missing mirror										
256. Add metal J channel to a mirror										
4.00	LF	4.19	0.82	3.52	21.10	12/40 yrs	Avg.	30%	(3.42)	17.68
257. Shower curtain rod - Detach & reset										
1.00	EA	21.68	0.00	4.34	26.02	0/NA	Avg.	0%	(0.00)	26.02
258. Towel bar - Detach & reset										
2.00	EA	22.83	0.00	9.14	54.80	0/NA	Avg.	0%	(0.00)	54.80
2 Present										
259. Toilet paper holder										
1.00	EA	30.44	0.96	6.28	37.68	12/50 yrs	Avg.	24%	(3.20)	34.48
Missing TP Holder										

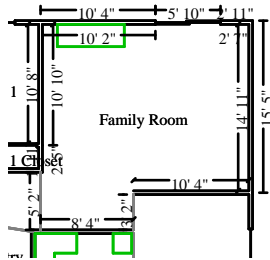


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**CONTINUED - Hallway Bathroom**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV	
260.	Medicine cabinet - Detach & reset									
1.00	EA	65.56	0.00	13.12	78.68	12/NA	Avg.	0%	(0.00)	78.68
261.	Window blind - horizontal or vertical - Detach & reset									
1.00	EA	46.42	0.00	9.28	55.70	0/NA	Avg.	0%	(0.00)	55.70
262.	Detach & Reset Cold air return cover - Large									
1.00	EA	23.79	0.00	4.76	28.55	0/25 yrs	Avg.	0%	(0.00)	28.55
Detach and reset wall heater cover										
263.	Interior door - Detach & reset - slab only									
1.00	EA	28.64	0.00	5.72	34.36	0/NA	Avg.	0%	(0.00)	34.36
<b>Totals: Hallway Bathroom</b>		<b>163.27</b>	<b>884.44</b>	<b>5,306.43</b>				<b>770.93</b>	<b>4,535.50</b>	



**Family Room**

**Height: 8'**

465.78 SF Walls	305.40 SF Ceiling
771.18 SF Walls & Ceiling	293.40 SF Floor
32.60 SY Flooring	53.50 LF Floor Perimeter
65.33 LF Ceil. Perimeter	

**Missing Wall**

**5' 2" X 8'**

**Opens into HALLWAY2**

**Door**

**5' 10" X 6' 8"**

**Opens into Exterior**

**Missing Wall**

**3' 2" X 8'**

**Opens into DINING\_ROOM**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV	
264.	Paint the walls - one coat									
465.78	SF	0.81	5.78	76.62	459.68	12/15 yrs	Avg.	75% [M]	(60.22)	399.46
Continuous walls from entry/hallway										
265.	Mask and prep for paint - tape only (per LF)									
118.83	LF	0.75	0.46	17.92	107.50	0/15 yrs	Avg.	0%	(0.00)	107.50
266.	Carpet - per specs from independent carpet analysis									
337.41	SF	4.03	82.63	288.48	1,730.87	12/10 yrs	Avg.	75% [M]	(861.63)	869.24
15 % waste added for Carpet - per specs from independent carpet analysis.										
267.	Remove Carpet - per specs from independent carpet analysis									
293.40	SF	0.37	0.00	21.72	130.28	12/10 yrs	Avg.	NA [M]	(0.00)	130.28

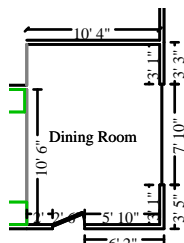


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**CONTINUED - Family Room**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
268. Paint baseboard - one coat									
53.50 LF	1.18	0.41	12.70	76.24	12/15 yrs	Avg.	75% [M]	(4.32)	71.92
Continuous baseboard									
269. Heat/AC register - Mechanically attached - Detach & reset									
1.00 EA	17.43	0.00	3.48	20.91	0/NA	Avg.	0%	(0.00)	20.91
270. Install Window drapery - hardware - Extra large									
1.00 EA	63.79	0.00	12.76	76.55	0/10 yrs	Avg.	0%	(0.00)	76.55
<b>Totals: Family Room</b>		<b>89.28</b>	<b>433.68</b>	<b>2,602.03</b>				<b>926.17</b>	<b>1,675.86</b>



**Dining Room**

**Height: 8'**

229.33 SF Walls	144.67 SF Ceiling
374.00 SF Walls & Ceiling	144.67 SF Floor
16.07 SY Flooring	32.17 LF Floor Perimeter
34.67 LF Ceil. Perimeter	

<b>Missing Wall</b>	<b>3' 2" X 8'</b>	<b>Opens into FAMILY_ROOM</b>
<b>Window</b>	<b>7' 10" X 4'</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into Exterior</b>
<b>Missing Wall</b>	<b>10' 6" X 8'</b>	<b>Opens into KITCHEN</b>

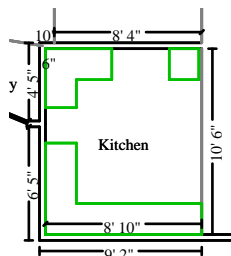
QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
271. Floor protection - heavy paper and tape									
144.67 SF	0.54	0.79	15.78	94.69	0/15 yrs	Avg.	0%	(0.00)	94.69
Necessary to mask tile floors during course of repairs due to garage entrance.									
272. Clean floor - tile									
144.67 SF	0.86	0.67	25.02	150.11	0/NA	Avg.	0%	(0.00)	150.11
<b>Totals: Dining Room</b>		<b>1.46</b>	<b>40.80</b>	<b>244.80</b>				<b>0.00</b>	<b>244.80</b>





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**Kitchen**

**Height: 8'**

157.08 SF Walls	92.75 SF Ceiling
249.83 SF Walls & Ceiling	59.06 SF Floor
6.56 SY Flooring	5.42 LF Floor Perimeter
28.17 LF Ceil. Perimeter	

**Missing Wall**

**10' 6" X 8'**

**Opens into DINING\_ROOM**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
273. Clean floor - tile									
59.06 SF	0.86	0.27	10.22	61.28	0/NA	Avg.	0%	(0.00)	61.28
<b>Totals: Kitchen</b>		<b>0.27</b>	<b>10.22</b>	<b>61.28</b>				<b>0.00</b>	<b>61.28</b>
<b>Total: Main Level</b>		<b>1,043.54</b>	<b>6,622.78</b>	<b>39,735.81</b>				<b>5,984.59</b>	<b>33,751.22</b>
<b>Line Item Totals: LILIANE_ AMR</b>		<b>1,043.54</b>	<b>6,622.78</b>	<b>39,735.81</b>				<b>5,984.59</b>	<b>33,751.22</b>

[%] - Indicates that depreciate by percent was used for this item

[M] - Indicates that the depreciation percentage was limited by the maximum allowable depreciation for this item

**Additional Charges**

**Charge**

California Lumber Assessment Fee	7.60
California Carpet Stewardship Assessment Fee	42.50
<b>Additional Charges Total</b>	<b>\$50.10</b>

**Grand Total Areas:**

3,292.75 SF Walls	1,330.25 SF Ceiling	4,623.00 SF Walls and Ceiling
1,241.46 SF Floor	137.94 SY Flooring	389.42 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	535.67 LF Ceil. Perimeter
1,241.46 Floor Area	1,451.22 Total Area	3,292.75 Interior Wall Area
1,425.61 Exterior Wall Area	180.83 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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**Summary for Dwelling**

Line Item Total	32,069.49
California Lumber Assessment Fee	7.60
California Carpet Stewardship Assessment Fee	42.50
Material Sales Tax	1,043.54
	33,163.13
Subtotal	33,163.13
Overhead	3,316.40
Profit	3,316.40
	39,795.93
<b>Replacement Cost Value</b>	<b>\$39,795.93</b>
Less Depreciation	(5,984.59)
	33,811.34
<b>Actual Cash Value</b>	<b>\$33,811.34</b>
Less Deductible	(500.00)
	33,311.34
<b>Net Claim</b>	<b>\$33,311.34</b>
	33,311.34
Total Recoverable Depreciation	5,984.59
	39,295.93
<b>Net Claim if Depreciation is Recovered</b>	<b>\$39,295.93</b>
	39,295.93

---

Phu Nguyen  
 Claim Representative



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**Recap of Taxes, Overhead and Profit**

	<b>Overhead (10%)</b>	<b>Profit (10%)</b>	<b>Material Sales Tax (7.75%)</b>	<b>Storage Rental Tax (7.75%)</b>
<b>Line Items</b>	3,311.39	3,311.39	1,043.54	0.00
<b>Additional Charges</b>	5.01	5.01	0.00	0.00
<b>Total</b>	<b>3,316.40</b>	<b>3,316.40</b>	<b>1,043.54</b>	<b>0.00</b>



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### Category Summary

DESCRIPTION	LINE ITEM QTY	REPL. COST TOTAL	GCO&P	ACV	NON-REC. DEPREC.	MAX ADDL. AMT AVAIL.
<b>CAB CABINETRY</b>						
Add on for undermount sink cutout & polish - single basin	1.00 EA	\$255.38	\$42.56	\$255.38	\$0.00	\$0.00
Countertop - post formed plastic laminate	11.60 LF	\$854.54	\$142.42	\$491.66	\$0.00	\$362.88
Countertop - solid surface	16.27 SF	\$1,420.47	\$236.76	\$1,044.33	\$0.00	\$376.14
Custom cabinets - full height units	6.42 LF	\$3,473.36	\$578.90	\$2,889.38	\$0.00	\$583.98
Cabinet knob or pull	13.00 EA	\$161.84	\$26.98	\$132.10	\$0.00	\$29.74
Medicine cabinet - Detach & reset	2.00 EA	\$157.36	\$26.24	\$157.36	\$0.00	\$0.00
Toe kick - unfinished wood - 1/2"	6.42 LF	\$78.69	\$13.12	\$72.82	\$0.00	\$5.87
Vanity - High grade	9.33 LF	\$4,264.77	\$710.80	\$3,527.30	\$0.00	\$737.47
<b>TOTAL CABINETRY</b>		<b>\$10,666.41</b>	<b>\$1,777.78</b>	<b>\$8,570.33</b>	<b>\$0.00</b>	<b>\$2,096.08</b>
<b>CLN CLEANING</b>						
Clean floor - tile	203.73 SF	\$211.39	\$35.24	\$211.39	\$0.00	\$0.00
Final cleaning - construction - Residential	1,241.46 SF	\$536.31	\$89.38	\$536.31	\$0.00	\$0.00
<b>TOTAL CLEANING</b>		<b>\$747.70</b>	<b>\$124.62</b>	<b>\$747.70</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>DMO GENERAL DEMOLITION</b>						
Haul debris - per pickup truck load - including dump fees	1.00 EA	\$217.34	\$36.22	\$217.34	\$0.00	\$0.00
Remove Outlet or switch cover	4.00 EA	\$4.08	\$0.68	\$4.08	\$0.00	\$0.00
Remove Carpet - per specs from independent carpet analysis	293.40 SF	\$130.28	\$21.72	\$130.28	\$0.00	\$0.00
Remove Casing - 2 1/4"	80.00 LF	\$66.26	\$11.06	\$66.26	\$0.00	\$0.00
Remove Cold air return cover - Extra large	1.00 EA	\$10.31	\$1.72	\$10.31	\$0.00	\$0.00
Remove Angle stop valve	1.00 EA	\$8.20	\$1.36	\$8.20	\$0.00	\$0.00
<b>TOTAL GENERAL DEMOLITION</b>		<b>\$436.47</b>	<b>\$72.76</b>	<b>\$436.47</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>DOR DOORS</b>						
Install Bypass (sliding) door set - Colonist	5.00 EA	\$515.75	\$86.00	\$515.75	\$0.00	\$0.00
Interior door - Detach & reset - slab only	6.00 EA	\$206.16	\$34.32	\$206.16	\$0.00	\$0.00

Note: Slight variances may be found within report sections due to rounding



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<b>DOR DOORS</b>						
<b>TOTAL DOORS</b>		<b>\$721.91</b>	<b>\$120.32</b>	<b>\$721.91</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>DRY DRYWALL</b>						
Drywall Installer / Finisher - per hour	2.00 HR	\$283.18	\$47.20	\$283.18	\$0.00	\$0.00
1/2" - drywall per LF - up to 2' tall	298.33 LF	\$4,709.93	\$785.02	\$4,709.93	\$0.00	\$0.00
<b>TOTAL DRYWALL</b>		<b>\$4,993.11</b>	<b>\$832.22</b>	<b>\$4,993.11</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>ELE ELECTRICAL</b>						
Electrician - per hour	3.00 HR	\$423.36	\$70.56	\$423.36	\$0.00	\$0.00
Outlet or switch cover	4.00 EA	\$17.57	\$2.94	\$15.79	\$0.00	\$1.78
Outlet or switch cover	7.00 EA	\$30.74	\$5.14	\$27.62	\$0.00	\$3.12
<b>TOTAL ELECTRICAL</b>		<b>\$471.67</b>	<b>\$78.64</b>	<b>\$466.77</b>	<b>\$0.00</b>	<b>\$4.90</b>
<b>FCC FLOOR COVERING - CARPET</b>						
Floor prep (scrape rubber back residue)	86.75 SF	\$72.87	\$12.14	\$72.87	\$0.00	\$0.00
Carpet - per specs from independent carpet analysis	1,093.65 SF	\$5,610.26	\$935.02	\$2,817.42	\$0.00	\$2,792.84
Carpet pad - per specs from independent pad analysis	657.60 SF	\$502.82	\$83.80	\$247.79	\$0.00	\$255.03
<b>TOTAL FLOOR COVERING - CARPET</b>		<b>\$6,185.95</b>	<b>\$1,030.96</b>	<b>\$3,138.08</b>	<b>\$0.00</b>	<b>\$3,047.87</b>
<b>FCT FLOOR COVERING - CERAMIC TILE</b>						
Tile floor covering	86.75 SF	\$1,233.86	\$205.62	\$1,233.86	\$0.00	\$0.00
Grout sealer	59.71 SF	\$99.80	\$16.66	\$92.07	\$0.00	\$7.73
<b>TOTAL FLOOR COVERING - CERAMIC TILE</b>		<b>\$1,333.66</b>	<b>\$222.28</b>	<b>\$1,325.93</b>	<b>\$0.00</b>	<b>\$7.73</b>
<b>FNC FINISH CARPENTRY / TRIMWORK</b>						
Baseboard - 2 1/4"	298.33 LF	\$1,370.50	\$228.36	\$1,370.50	\$0.00	\$0.00
Casing - 2 1/4"	80.00 LF	\$274.56	\$45.76	\$274.56	\$0.00	\$0.00
Install Casing - 2 1/4"	147.00 LF	\$234.59	\$39.08	\$234.59	\$0.00	\$0.00
Install Door jamb per LF - interior - paint grade - 4 9/16"	70.00 LF	\$240.20	\$40.00	\$240.20	\$0.00	\$0.00

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### Category Summary

DESCRIPTION	LINE ITEM QTY	REPL. COST TOTAL	GCO&P	ACV	NON-REC. DEPREC.	MAX ADDL. AMT AVAIL.
<b>FNC FINISH CARPENTRY / TRIMWORK</b>						
Detach & Reset Shelving - 12" - in place	28.25 LF	\$365.15	\$60.86	\$365.15	\$0.00	\$0.00
<b>TOTAL FINISH CARPENTRY / TRIMWORK</b>		<b>\$2,485.00</b>	<b>\$414.06</b>	<b>\$2,485.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>FNH FINISH HARDWARE</b>						
Bifold door track & hardware	5.00 EA	\$436.75	\$72.80	\$392.80	\$0.00	\$43.95
Shower curtain rod - Detach & reset	1.00 EA	\$26.02	\$4.34	\$26.02	\$0.00	\$0.00
Towel bar - Detach & reset	4.00 EA	\$109.60	\$18.28	\$109.60	\$0.00	\$0.00
Toilet paper holder	2.00 EA	\$75.36	\$12.56	\$68.96	\$0.00	\$6.40
TV Brackets - Wall or ceiling mounted - Detach & reset	2.00 EA	\$149.30	\$24.88	\$149.30	\$0.00	\$0.00
<b>TOTAL FINISH HARDWARE</b>		<b>\$797.03</b>	<b>\$132.86</b>	<b>\$746.68</b>	<b>\$0.00</b>	<b>\$50.35</b>
<b>HVC HEAT, VENT &amp; AIR CONDITIONING</b>						
Detach & Reset Cold air return cover - Large	1.00 EA	\$28.55	\$4.76	\$28.55	\$0.00	\$0.00
Cold air return cover - Extra large	1.00 EA	\$59.80	\$9.96	\$44.89	\$0.00	\$14.91
Heat/AC register - Mechanically attached - Detach & reset	5.00 EA	\$104.55	\$17.40	\$104.55	\$0.00	\$0.00
Thermostat - Detach & reset	1.00 EA	\$69.88	\$11.64	\$69.88	\$0.00	\$0.00
<b>TOTAL HEAT, VENT &amp; AIR CONDITIONING</b>		<b>\$262.78</b>	<b>\$43.76</b>	<b>\$247.87</b>	<b>\$0.00</b>	<b>\$14.91</b>
<b>INS INSULATION</b>						
Batt insulation replacement per LF - 4" - up to 2' tall	298.33 LF	\$1,057.12	\$176.26	\$1,057.12	\$0.00	\$0.00
<b>TOTAL INSULATION</b>		<b>\$1,057.12</b>	<b>\$176.26</b>	<b>\$1,057.12</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>LIT LIGHT FIXTURES</b>						
Detach & Reset Light bar - 2 lights	2.00 EA	\$151.02	\$25.16	\$151.02	\$0.00	\$0.00
<b>TOTAL LIGHT FIXTURES</b>		<b>\$151.02</b>	<b>\$25.16</b>	<b>\$151.02</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>MSD MIRRORS &amp; SHOWER DOORS</b>						
Mirror - 1/4" plate glass	28.00 SF	\$655.02	\$109.18	\$548.22	\$0.00	\$106.80
Add metal J channel to a mirror	9.33 LF	\$49.20	\$8.20	\$41.23	\$0.00	\$7.97

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### Category Summary

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<b>MSD MIRRORS &amp; SHOWER DOORS</b>						
<b>TOTAL MIRRORS &amp; SHOWER DOORS</b>		<b>\$704.22</b>	<b>\$117.38</b>	<b>\$589.45</b>	<b>\$0.00</b>	<b>\$114.77</b>
<b>PLM PLUMBING</b>						
Install Sink faucet - Bathroom	2.00 EA	\$196.84	\$32.80	\$196.84	\$0.00	\$0.00
P-trap assembly - ABS (plastic)	1.00 EA	\$78.98	\$13.16	\$74.82	\$0.00	\$4.16
Detach & Reset P-trap assembly - ABS (plastic)	1.00 EA	\$75.46	\$12.58	\$75.46	\$0.00	\$0.00
Install Sink - single	2.00 EA	\$274.36	\$45.72	\$274.36	\$0.00	\$0.00
Angle stop valve	1.00 EA	\$43.61	\$7.28	\$43.61	\$0.00	\$0.00
Install Plumbing fixture supply line	6.00 EA	\$102.90	\$17.16	\$102.90	\$0.00	\$0.00
Install Toilet	2.00 EA	\$524.86	\$87.48	\$524.86	\$0.00	\$0.00
<b>TOTAL PLUMBING</b>		<b>\$1,297.01</b>	<b>\$216.18</b>	<b>\$1,292.85</b>	<b>\$0.00</b>	<b>\$4.16</b>
<b>PNT PAINTING</b>						
Paint baseboard - one coat	53.50 LF	\$76.24	\$12.70	\$71.92	\$0.00	\$4.32
Seal & paint baseboard - two coats	298.33 LF	\$658.76	\$109.82	\$627.44	\$0.00	\$31.32
Paint casing - one coat	104.00 LF	\$149.54	\$24.90	\$140.31	\$0.00	\$9.23
Seal & paint casing - two coats	49.00 LF	\$109.49	\$18.28	\$103.54	\$0.00	\$5.95
Seal & paint closet shelving - single shelf - Large closet	5.00 EA	\$502.50	\$83.80	\$471.95	\$0.00	\$30.55
Seal & paint closet shelving - linen closet	1.00 EA	\$132.72	\$22.12	\$119.34	\$0.00	\$13.38
Seal & paint full height cabinetry - inside and out	6.42 LF	\$468.90	\$78.14	\$410.27	\$0.00	\$58.63
Paint cabinetry - full height - faces only	2.33 LF	\$59.87	\$9.98	\$53.72	\$0.00	\$6.15
Painter - per hour	1.00 HR	\$101.02	\$16.84	\$101.02	\$0.00	\$0.00
Mask and prep for paint - tape only (per LF)	763.49 LF	\$690.67	\$115.12	\$690.67	\$0.00	\$0.00
Floor protection - heavy paper and tape	144.67 SF	\$94.69	\$15.78	\$94.69	\$0.00	\$0.00
Paint door or window opening - 2 coats (per side)	6.00 EA	\$281.10	\$46.84	\$253.31	\$0.00	\$27.79
Paint door or window opening - 1 coat (per side)	7.00 EA	\$221.20	\$36.82	\$197.96	\$0.00	\$23.24
Paint door or window opening - Large - 1 coat	7.00 EA	\$260.32	\$43.40	\$232.90	\$0.00	\$27.42

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**Category Summary**

DESCRIPTION	LINE ITEM QTY	REPL. COST TOTAL	GCO&P	ACV	NON-REC. DEPREC.	MAX ADDL. AMT AVAIL.
<b>PNT PAINTING</b>						
(per side)						
Paint - one coat	2,309.68 SF	\$2,279.43	\$379.92	\$1,980.81	\$0.00	\$298.62
Seal/prime then paint more than the floor perimeter (2 coats)	596.67 SF	\$857.17	\$142.92	\$751.09	\$0.00	\$106.08
Stain & finish toe-kick	6.42 LF	\$14.68	\$2.44	\$13.54	\$0.00	\$1.14
<b>TOTAL PAINTING</b>		<b>\$6,958.30</b>	<b>\$1,159.82</b>	<b>\$6,314.48</b>	<b>\$0.00</b>	<b>\$643.82</b>
<b>WDT WINDOW TREATMENT</b>						
Window blind - horizontal or vertical - Detach & reset	7.00 EA	\$389.90	\$64.96	\$389.90	\$0.00	\$0.00
Install Window drapery - hardware - Extra large	1.00 EA	\$76.55	\$12.76	\$76.55	\$0.00	\$0.00
<b>TOTAL WINDOW TREATMENT</b>		<b>\$466.45</b>	<b>\$77.72</b>	<b>\$466.45</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTALS</b>		<b>\$39,735.81</b>	<b>\$6,632.80</b>	<b>\$33,751.22</b>	<b>\$0.00</b>	<b>\$5,984.59</b>

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**Recap by Room**

Estimate: LILIANE\_AMR

<b>Area: Main Level</b>	<b>628.05</b>	<b>1.96%</b>
Entry	803.27	2.50%
Linen Closet	649.44	2.03%
Hallway	5,668.54	17.68%
Bedroom 1	1,924.63	6.00%
Bedroom 1 Closet	751.30	2.34%
Bedroom 2	1,921.23	5.99%
Bedroom 2 Closet	751.30	2.34%
Bedroom 3	2,379.48	7.42%
Bedroom 3 Closet	701.41	2.19%
Master Bedroom	2,296.22	7.16%
Master Closet 1	708.86	2.21%
Master Closet 2	714.59	2.23%
Master Bathroom	5,580.05	17.40%
Hallway Bathroom	4,258.72	13.28%
Family Room	2,079.07	6.48%
Dining Room	202.54	0.63%
Kitchen	50.79	0.16%
<hr/>		
<b>Area Subtotal: Main Level</b>	<b>32,069.49</b>	<b>100.00%</b>
<hr/>		
<b>Subtotal of Areas</b>	<b>32,069.49</b>	<b>100.00%</b>
<hr/>		
<b>Total</b>	<b>32,069.49</b>	<b>100.00%</b>

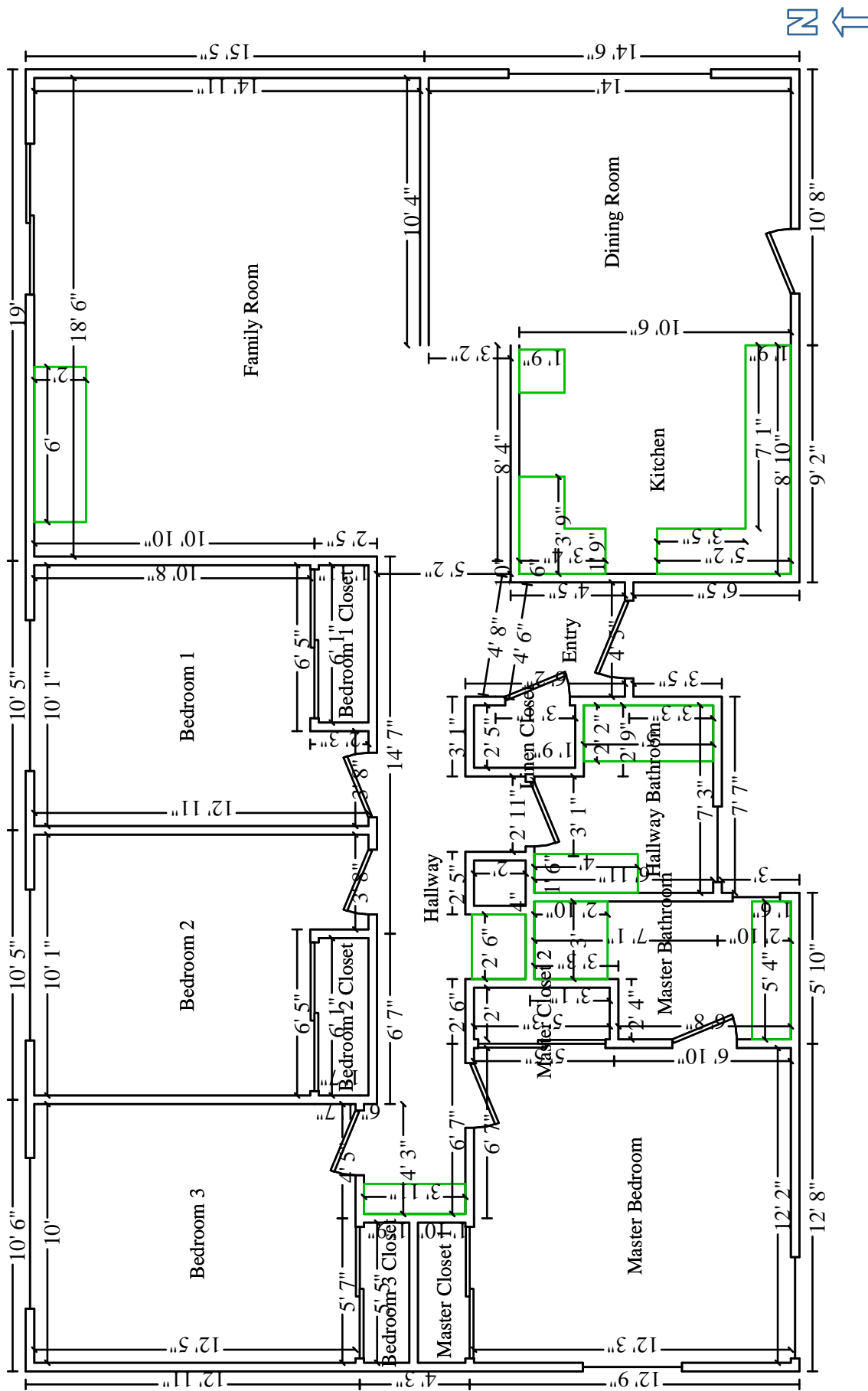


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### Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
CABINETRY	8,396.13	1,945.34	6,450.79
CLEANING	622.14		622.14
GENERAL DEMOLITION	363.71		363.71
DOORS	601.59		601.59
DRYWALL	4,126.20		4,126.20
ELECTRICAL	392.29	4.54	387.75
FLOOR COVERING - CARPET	4,862.70	2,828.67	2,034.03
FLOOR COVERING - CERAMIC TILE	1,078.30	7.17	1,071.13
FINISH CARPENTRY / TRIMWORK	2,032.72		2,032.72
FINISH HARDWARE	649.05	46.74	602.31
HEAT, VENT & AIR CONDITIONING	216.79	13.84	202.95
INSULATION	841.32		841.32
LIGHT FIXTURES	125.86		125.86
MIRRORS & SHOWER DOORS	559.33	106.51	452.82
PLUMBING	1,079.65	3.86	1,075.79
PAINTING	5,732.98	597.51	5,135.47
WINDOW TREATMENT	388.73		388.73
<b>O&amp;P Items Subtotal</b>	<b>32,069.49</b>	<b>5,554.18</b>	<b>26,515.31</b>
Permits and Fees	50.10		50.10
Material Sales Tax	1,043.54	430.41	613.13
Overhead	3,316.40		3,316.40
Profit	3,316.40		3,316.40
<b>Total</b>	<b>39,795.93</b>	<b>5,984.59</b>	<b>33,811.34</b>





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Air Conditioning • Electrical

1-800-446-6453

California State License No. 398170 785436 614102

The Smell Good Plumber!™

E-Mail \_\_\_\_\_ Start Date \_\_\_\_\_ Approximate Completion Date \_\_\_\_\_

Name: Nicole Reed

Address: 10122 Bidmark Dr.

City: H.B. State: 92646

Phone ( ) \_\_\_\_\_ Phone ( ) \_\_\_\_\_

www.MikeDiamond.com

HOME IMPROVEMENT CONTRACT **2472782**

**WANT TO PAY LESS?**

If you are a member of our Maintenance Program Agreement (MPA) Program, then you can pay much less. All MPA customers receive a 15% discount of our standard price for all repairs.

The Maintenance Program (see back) explained to me and I decline to participate.

MPA and Multiple Task Discount \$ \_\_\_\_\_

**24 Hours • 7 Days Serving Los Angeles, Orange, San Bernardino & Ventura**

I hereby authorize you to proceed with house call/diagnosis for a minimum charge of \$ \_\_\_\_\_

**DIAGNOSIS**

DIAGNOSIS	QTY	Job	PRICE
4" Jway go / whole House Blockage			

**RECOMMENDED OPTIONS**

Sneeze main line	99.00		
FSC 20.00			
① TO Camera / locate problem	550.00		
② TO Hydro jet main line sensor / Re-camera	1841.82		

**STOPPAGE WARRANTY:**  30 DAYS  90 DAYS  DECLINE \_\_\_\_\_ (INT) **SERVICE FULFILLED M-F 8AM-5PM ONLY\*\***

**LIST OF DOCUMENTS TO BE INCORPORATED INTO THIS CONTRACT:**

**THE DOWNPAYMENT MAY NOT EXCEED \$1,000.00 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

**PAYMENT OF THIS INVOICE / CONTRACT DUE UPON COMPLETION OF WORK**

AUTHORIZATION TO PROCEED WITH ABOVE SOLUTION - I, the undersigned, am owner / authorized representative / tenant of the premises at which the work mentioned above is to be done. I hereby authorize you to perform Recommendation, and to use such labor and materials as you deem advisable. I agree to pay reasonable attorney's fees and court costs in the event of legal action. If my check does not clear, I realize I could be liable for 3 times the amount of the check, in no case more than \$1,500 and in no case less than \$100 all set forth in California Civil Code Section 1719, plus the face value of the check and court costs. I have read this contract, including the terms and conditions on the reverse side hereof and agree to be bound by all the terms contained herein. I have received a copy of this contract and Notice to Owner. All parts will be removed from premises and discarded unless otherwise specified herein.

I hereby authorize you to proceed with the above work at the Contract Price of \$ 1190.00

AUTHORIZED SIGNATURE Nicole Reed DATE 1/3/23

PRINT NAME \_\_\_\_\_ TECHNICIAN \_\_\_\_\_

H.I.S. REG. # \_\_\_\_\_

**WORKERS' COMPENSATION INSURANCE**

This contractor carries Workers' Compensation Insurance for all employees. A notice concerning Commercial General Liability Insurance is attached to this contract.

I agree to perform the above work in accordance to this contract.

1/3/23  \_\_\_\_\_

Service Technician Signature

I TESTED WATER PRESSURE TO BE

STREET	BUILDING
LBS / SQ. IN.	LBS / SQ. IN.

YOU, THE HOMEOWNER (BUYER) OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO FURNISH YOU WITH A PERFORMANCE AND PAYMENT BOND; HOWEVER, THE CONTRACTOR CAN REQUIRE YOU TO PAY FOR THAT BOND. A payment and performance bond for the full amount of this contract up to \$50,000 is on file with the Registrar of Contractors. The surety is International Fidelity Insurance Co.-13400 Sabre Spring Pkwy, Suite 245, San Diego, California 92182. See Notice to Owner section of this contract for further information.

REGIONAL HEADQUARTERS: 1-800-449-6453

ACCEPTANCE OF WORK PERFORMED - I find the service and materials rendered and installed in connection with the above-mentioned to have been completed in a satisfactory manner. I agree that the amount set forth on this contract in the space labeled "TOTAL" to be the total and complete up-front price/minimum charge. I agree to pay reasonable attorney's fees and court costs in the event of legal action. A monthly service charge of 1 1/2% will be added after 10 days. I acknowledge that I have read and received a legible copy of this contract and have read the Notice to Owner, and statement required on contract.

AUTHORIZED SIGNATURE Nicole Reed

INSURANCE FEE*	20.00
CONTRACT PRICE	
PROGRESS PAYMENT	
BALANCE DUE	

You are entitled to a completely filled-in copy of this agreement, signed by both you and the Contractor, before any work may be started. The law requires that the Contractor gives you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a Notice of the "Three-Day Right To Cancel."

TOTAL 1190.00

INITIAL \_\_\_\_\_

NOTICE OF CANCELLATION MAY BE GIVEN IN WRITING TO: 3801 LINDA AVE., CLAYTON, CA 94520

THANK YOU CUSTOMER

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6676 Corporate Center Parkway  
Suite 107  
Jacksonville, FL 32216  
Phone: (800) 890-4835  
www.itelinc.com

Attn: **Flooring Unit** From: **ITEL Customer Experience Dept.**  
To: **Farmers** Email: **customerexperience@itelinc.com**  
Email: **mydaim@farmersinsurance.com**

**CARPET EVALUATION**

**CUSTOMER INFORMATION**

Customer: **Farmers/Property - CA South Territory** Control #: **CXS8836103** Additional: **Servpro Irvine**  
Cust ID: **FARM000C** Date Received: **1/11/2023** Vendor Job#:  
Adjuster: **Phu Nguyen** Date Invoiced: **1/11/2023** Contact: **Kayla Sibley, Ksibley@servproofirvine.com**  
Comments:

**INSURED INFORMATION**

Claim #: **7005508319-1** Loss Date:  
Insured Name: **Liliane Amr** Rooms Damaged:  
City,State,Zip: **Huntington Beach, CA 92646** Flooring Color: **Beige**  
Comments:

**ITEL BENCHMARK**

Mill:	Style:	Fiber:	Width:
<b>Mohawk</b>	<b>Coastal Fashion II</b>	<b>Unbranded Nylon</b>	<b>12 ft</b>
<b>Shaw Industries</b>	<b>XV815</b>	<b>Unbranded Nylon</b>	<b>12 ft</b>
<b>Shaw Industries</b>	<b>XVN06 (S)</b>	<b>Unbranded Nylon</b>	<b>12 ft</b>

Comments:

**CARRIER PROGRAM SECTION**

Supplier: Mill: Style: Fiber: Width:  
Farmers Flooring Replacement Program  
Comments:

**PROGRAM PRICE ANALYSIS \*\***

<b>Per Sq Yd:</b>	Carpet: <b>\$28.00</b>	Flooring Labor: <b>\$0.00</b>	Pad: <b>\$4.10</b>	Pad Labor: <b>\$0.00</b>	Total: <b>\$32.10</b>
<b>Per Sq Ft:</b>	Carpet: <b>\$3.11</b>	Flooring Labor: <b>\$0.00</b>	Pad: <b>\$0.46</b>	Pad Labor: <b>\$0.00</b>	Total: <b>\$3.57</b>

**\*\* Excludes tax, but includes standard shipping fees. Other 'minimum freight' rates may apply on small orders.**  
Comments: To find a flooring retailer in your area, contact ITEL at customerexperience@itelinc.com or 800-890-ITEL (4835). /

**CARPET ANALYSIS**

Construction: **Tufted Textured Saxony** Gauge: **1/8 in** Face Weight \*: **45.0 oz**  
Fiber/Fiber Type: **Nylon / BCF** Stitches Per Inch: **9.6** Backing Material: **Synthetic**  
Fiber Ply: **2 - Ply** Pile Height: **0.56 in** Tufts/SQ Inch: **77**  
Comments: The accuracy of the carpet test may have been degraded due to the small sample size received. / \* Based on HUD/FHA standards, mill published face weights may vary by up to +/-7%.

**PAD ANALYSIS**

Pad Type: Pad Height: Pad Density (lb.) or Pad Weight (oz.):  
**Rebond** **3/8"** **7.0 lbs/cubic feet**  
Comments:

**ADDITIONAL COMMENTS**

-X





## LIMITED ASBESTOS SURVEY REPORT

PROJECT NUMBER: 23-0012  
PROJECT NAME: Kohler  
SITE ADDRESS: 10122 Bismark Dr, Huntington Beach, CA 92646  
CLAIM NUMBER: 7005508319-1  
REPORT DATE: January 13, 2023

### FACILITY DESCRIPTION

- Year of Build: 1964
- Property Type: Single Family Residential; Detached
- Stories: Single Story
- Estimated Square Footage: ~1,448 SF
- Condition: Subject property appeared to be in good condition; no structural or fire damage observed

### FIELD SURVEY & SAMPLING METHODOLOGY

- Survey Date: January 5, 2023
- Survey Conducted By: Noah Vidal
  - DOSH CAC No: 16-5811
- Survey Purpose: Renovation related to water damage

Survey conducted by State of California, Division of Occupational Safety and Health (DOSH), Certified Asbestos Consultant (CAC); and Environmental Protection Agency (EPA) certified Building Inspector. Sampling was performed in compliance with Asbestos Hazard Emergency Response Act (AHERA) inspection protocol, outlined in the Environmental Protection Agency, Code of Regulations, Chapter 40, Part 763.86. Legacy Environmental personnel identified suspect homogenous materials (uniform in color, texture, and construction date) and collected physical bulk samples from representative locations. A material is considered not to be an Asbestos-Containing Material (ACM) or Asbestos-Containing Construction Material (ACCM) only if the results of all homogenous samples indicate levels below regulatory levels.

### LABORATORY

Bulk samples were submitted under Chain of Custody to the following National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory:

Eurofins EMLab P&K  
2841 Dow Avenue, Suite 300  
Tustin, CA 92780  
866-888-6653  
**NVLAP #: 200757-0**

Bulk samples were analyzed using Polarized Light Microscopy (PLM) by EPA 600/R-93/116, "Method for Determination of Asbestos in Bulk Building Materials."

### REGULATORY AGENCIES & DEFINITIONS

This is not a comprehensive list of all regulations or agencies that regulate asbestos. It is the responsibility of the property owner and/or contractor to be aware of, and in compliance with, all applicable asbestos regulations.

- U.S. Environmental Protection Agency (EPA)
  - Asbestos Hazard Emergency Response Act (AHERA)
    - Code of Regulations, Chapter 40, Part 763 (40 CFR 763)
  - National Emissions Standards for Hazardous Air Pollutants (NESHAP)
    - Code of Regulations, Chapter 40, Part 61, Subpart M
    - EPA Memo, Clarification of Asbestos NESHAP Requirement to Perform Point Counting (May 8, 1991)



- South Coast Air Quality Management District (SCAQMD)
  - Rule 1403: Asbestos Emissions from Demolition/Renovation Activities (Rule 1403)
    - Note: Waste containing asbestos in any quantity or concentration shall be disposed of at an EPA approved hazardous waste landfill, per Rule 1403 requirements.
    - Note: Composite results are not valid for use in SCAQMD. The laboratory analysis for this survey report may include composite results for use outside of SCAQMD jurisdiction only.
- Division of Occupational Safety and Health (DOSH) or Cal/OSHA
  - California Code of Regulations, Title 8, Section 1529 (8 CCR Section 1529)
    - Note: Cal/OSHA regulates materials containing asbestos in any quantity or concentration (including <0.1%). Applicable regulations may include, but are not limited to; exposure monitoring, respiratory protection, engineering controls and work practices.
- Asbestos-Containing Material (ACM): Any material containing more than one percent (>1%) asbestos. EPA, NESHAP, Cal/OSHA, and SCAQMD regulations apply.
- Asbestos-Containing Construction Material (ACCM): Any manufactured construction material which contains more than one-tenth of one percent (>0.1%) asbestos by weight. Cal/OSHA and SCAQMD regulations apply.

**SUMMARY OF LABORATORY ANALYSIS**

SAMPLE #s	SAMPLE LOCATION	MATERIAL	CONDITION <sup>1</sup>	QUANTITY <sup>2</sup>	FRIABLE	ANALYTICAL RESULTS		
A1	Bathroom 1: E. Wall	Texture	G	~1,350 SF	No	None Detected		
		Joint Compound						
		Tape (Mesh)						
A2	Bedroom 2: W. Wall	Texture				2% Chrysotile		
		Tape					None Detected	
		Joint Compound						2% Chrysotile
		Drywall						
A3 A4 A5	Bedroom 3: W. Wall Bathroom 2: N. Wall Entry: E. Wall	Texture				Positive Stop Assumed ACM		
		Tape						
		Joint Compound						
		Drywall						
B1	Bedroom 2	Carpet Glue (Yellow)				G	~390 SF	No
		Vinyl Floor Tile (9" Beige)	5% Chrysotile					
		Mastic (Black)	5% Chrysotile					
B2 B3	Bedroom 3 Bedroom 4	Carpet Glue (Yellow)	Assumed ACM Positive Stop					
		Vinyl Floor Tile (9" Beige)						
		Mastic (Black)						

1. G = Good; D = Damaged; SD = Significantly Damaged  
 2. Material quantity is an estimate and should be confirmed by the abatement contractor.

- **Asbestos-Containing Material (ACM) detected**
  - A DOSH registered asbestos contractor should be contracted to remove/abate ACM materials scheduled to be disturbed.
  - Individual layers of the wall system are inseparable during the removal/abatement process. Therefore, Noah Vidal, CAC #16-5811, assumes that the wall system (Texture, Tape, Joint Compound, Drywall) observed at the subject property is ACM and subject to SCAQMD Rule 1403.



## **LIMITATIONS**

The findings within this survey report are limited to the survey date, survey time, material(s), and location(s) noted within the Summary of Laboratory Analysis, Chain of Custody, and Diagram. Furthermore, only suspect ACM/ACCM scheduled to be disturbed for renovation or demolition purposes were sampled. Suspect ACM/ACCM not scheduled to be disturbed was not tested. Destructive investigation for ACM/ACCM was not performed. Hidden, concealed, or inaccessible materials may still be present. If suspect asbestos material(s) not represented within this survey report are discovered, all work activities should be stopped until the suspect material(s) are adequately sampled by a CAC/CSST, and laboratory analysis is provided. This survey was performed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and circumstances. No other guarantee or warranty, either express or implied, is made or intended with this report.

If you have any questions, please contact our office at (949) 432-6672 or [noah@legacyetc.com](mailto:noah@legacyetc.com).

Respectfully,  
**Legacy Environmental, LLC**

A handwritten signature in black ink, appearing to read "Noah Vidal".

Noah Vidal  
DOSH Certified Asbestos Consultant: 16-5811 (Expiration: 11/16/23)

ATTACHMENTS: Laboratory Analysis, Chain of Custody, Diagram, Certification



**Eurofins EPK Built Environment Testing, LLC**

2841 Dow Avenue, Suite 300, Tustin, CA 92780

(866) 888-6653 www.eurofinsus.com/Built

Client: Legacy Environmental

C/O: Noah Vidal

Re: 23-0012; Kohler 10122 Bismack Dr, Huntington Beach 92646

Date of Sampling: 01-05-2023

Date of Receipt: 01-05-2023

Date of Report: 01-06-2023

**ASBESTOS PLM REPORT**

**Total Samples Submitted:** 8

**Total Samples Analyzed:** 3

**Total Samples with Layer Asbestos Content > 1%:** 2

**Location: A1, Bath 1: DW/JC/TXT (E)**

Lab ID-Version‡: 15112153-1

Sample Layers	Asbestos Content
Off-White Texture	ND
White Joint Compound	ND
White Woven Material (Mesh)	ND
<b>Composite Non-Asbestos Content:</b>	5% Cellulose 5% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Good

**Location: A2, Bed 2: DW/JC/TXT (W)**

Lab ID-Version‡: 15112154-1

Sample Layers	Asbestos Content
Off-White Texture	2% Chrysotile
Cream Tape	ND
White Joint Compound	2% Chrysotile
White Drywall	ND
<b>Composite Asbestos Fibrous Content:</b>	< 1% Asbestos
<b>Composite Non-Asbestos Content:</b>	15% Cellulose 2% Glass Fibers
<b>Sample Composite Homogeneity:</b>	Good

**Comments:** Sample A3 to A5 were not analyzed due to prior positive series. Composite asbestos content provided is only for Drywall/Joint compound. Composite content provided for this analysis has been performed by following the NESHAP guidelines.

**Location: B1, Bed: 2: VFT/MTC (9" BEE)**

Lab ID-Version‡: 15112158-1

Sample Layers	Asbestos Content
Yellow Mastic	ND
Beige Floor Tile	5% Chrysotile
Black Mastic	5% Chrysotile
<b>Sample Composite Homogeneity:</b>	Good

**Comments:** Samples B2 and B3 were not analyzed due to prior positive series.

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

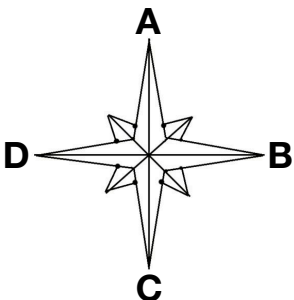
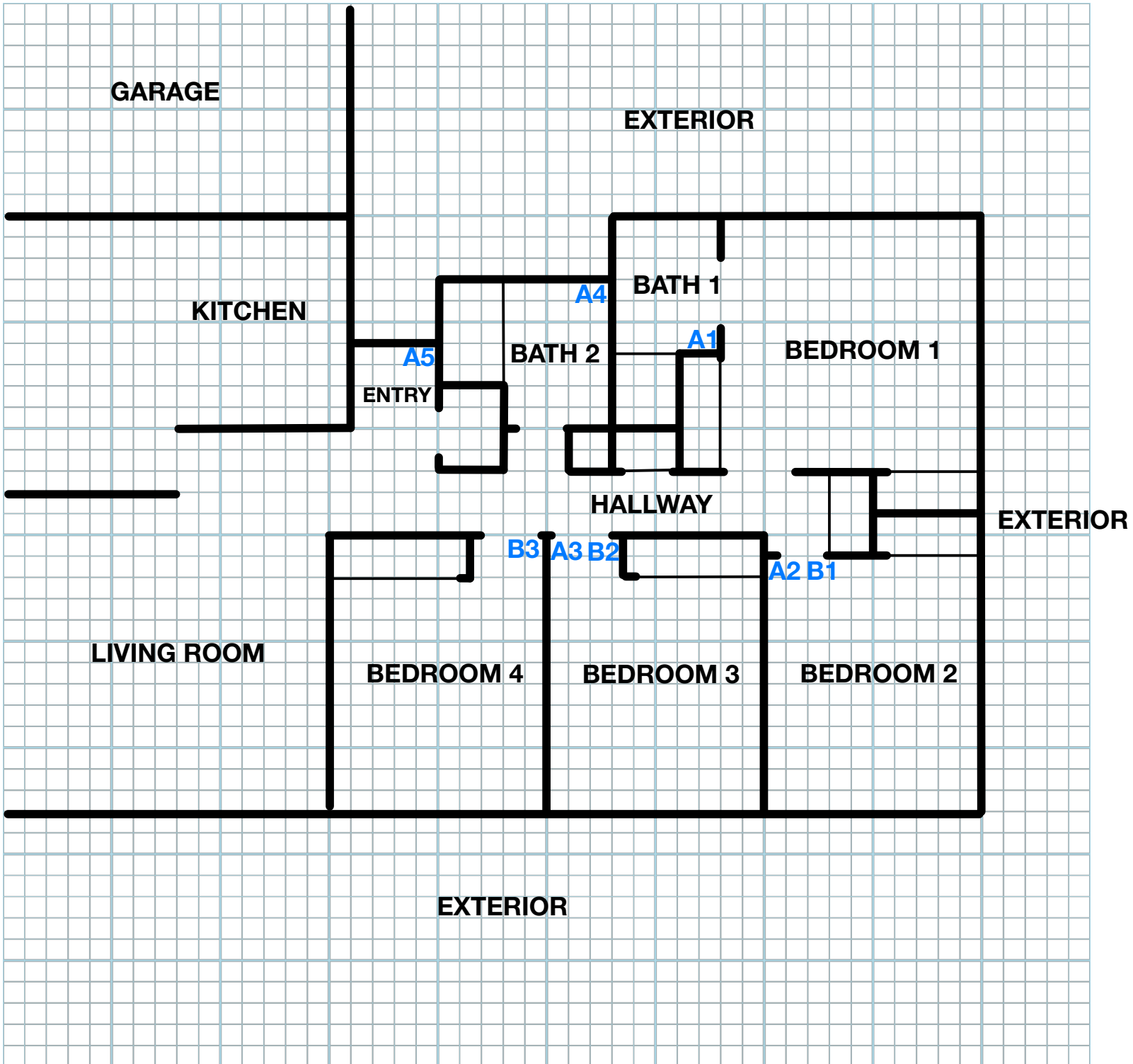


Project Name: **KOHLER**

Project No: **23-0012**

Date: **01/05/23**

# DIAGRAM

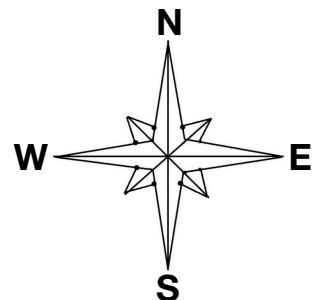


- A1** Sample Location
- XRF Reading Location
- Air Filtration Device
- Dehumidifier

### LEGEND

- Containment
- Elevated Moisture
- Mold Growth
- Water Damage or Staining

- Removed or Damaged:
- Ceiling
  - Wall
  - Floor



State of California  
Division of Occupational Safety and Health  
**Certified Asbestos Consultant**

**Noah Thomas Vidal**  
Name

Certification No. **16-5811**

Expires on **11/16/23**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.



**KOHLER PROPERTY**  
**10122 Bismark Dr**  
**Huntington Beach, CA 92646**

Reading #	Date	Time	Room	Component	Substrate	Side	Condition	Result	Concentration	3 SD
1	1/5/23	14:35:19	<b>CALIBRATION</b>					Positive	1.1	0.2
2	1/5/23	14:35:36	<b>CALIBRATION</b>					Positive	1.2	0.2
3	1/5/23	14:35:53	<b>CALIBRATION</b>					Positive	1.1	0.2
4	1/5/23	14:36:31	BATHROOM 1	WALL	DRYWALL	A	INTACT	Negative	0.1	0.3
5	1/5/23	14:36:52	BATHROOM 1	WALL	DRYWALL	B	INTACT	Negative	0.1	0.3
6	1/5/23	14:37:10	BATHROOM 1	WALL	DRYWALL	C	INTACT	Negative	0.1	0.3
7	1/5/23	14:37:28	BATHROOM 1	WALL	DRYWALL	D	INTACT	Negative	0.1	0.3
8	1/5/23	14:37:56	BATHROOM 1	BASEBOARD	WOOD	D	INTACT	Negative	0.1	0.3
9	1/5/23	14:38:15	BATHROOM 1	FLOOR	CERAMIC		INTACT	Negative	0.2	0.3
10	1/5/23	14:38:37	BATHROOM 1	VANITY	WOOD	A	INTACT	Negative	0.1	0.3
11	1/5/23	14:38:55	BATHROOM 1	VANITY DOOR	WOOD	A	INTACT	Negative	0	0.3
12	1/5/23	14:39:15	BATHROOM 1	DOOR	WOOD	B	INTACT	Negative	0.1	0.3
13	1/5/23	14:39:48	BATHROOM 1	DOOR JAMB	WOOD	B	INTACT	Negative	0.1	0.3
14	1/5/23	14:40:08	BEDROOM 1	WALL	DRYWALL	A	INTACT	Negative	0.1	0.3
15	1/5/23	14:40:30	BEDROOM 1	WALL	DRYWALL	B	INTACT	Negative	0.1	0.3
16	1/5/23	14:40:53	BEDROOM 1	WALL	DRYWALL	C	INTACT	Negative	0	0.3
17	1/5/23	14:41:14	BEDROOM 1	WALL	DRYWALL	D	INTACT	Negative	0.2	0.3
18	1/5/23	14:41:42	BEDROOM 1	BASEBOARD	WOOD	D	INTACT	Negative	0.3	0.3
19	1/5/23	14:42:04	BEDROOM 1	DOOR	WOOD	C	INTACT	Negative	0.1	0.3
20	1/5/23	14:42:24	BEDROOM 1	DOOR JAMB	WOOD	C	INTACT	Negative	0	0.3
21	1/5/23	14:42:43	HALLWAY	WALL	DRYWALL	A	INTACT	Negative	0	0.3
22	1/5/23	14:43:06	HALLWAY	WALL	DRYWALL	B	INTACT	Negative	0.2	0.3
23	1/5/23	14:43:25	HALLWAY	WALL	DRYWALL	C	INTACT	Negative	0.1	0.3
24	1/5/23	14:43:44	HALLWAY	WALL	DRYWALL	D	INTACT	Negative	0.1	0.3
25	1/5/23	14:44:04	HALLWAY	BASEBOARD	WOOD	C	INTACT	Negative	0.3	0.3
26	1/5/23	14:44:26	HALLWAY	CABINET	WOOD	B	INTACT	Negative	0.2	0.3
27	1/5/23	14:44:43	HALLWAY	CABINET DOOR	WOOD	B	INTACT	Negative	0.1	0.3
28	1/5/23	14:45:03	BEDROOM 2	WALL	DRYWALL	A	INTACT	Negative	0	0.3
29	1/5/23	14:45:23	BEDROOM 2	WALL	DRYWALL	B	INTACT	Negative	0	0.3
30	1/5/23	14:45:51	BEDROOM 2	WALL	DRYWALL	C	INTACT	Negative	0	0.3
31	1/5/23	14:46:11	BEDROOM 2	WALL	DRYWALL	D	INTACT	Negative	0	0.3
32	1/5/23	14:46:33	BEDROOM 2	BASEBOARD	WOOD	D	INTACT	Negative	0.3	0.3
33	1/5/23	14:46:56	BEDROOM 2	DOOR	WOOD	A	INTACT	Negative	0.1	0.3
34	1/5/23	14:47:15	BEDROOM 2	DOOR JAMB	WOOD	A	INTACT	Negative	0.1	0.3
35	1/5/23	14:47:41	BEDROOM 3	WALL	DRYWALL	A	INTACT	Negative	0	0.3
36	1/5/23	14:48:01	BEDROOM 3	WALL	DRYWALL	B	INTACT	Negative	0.1	0.3
37	1/5/23	14:48:27	BEDROOM 3	WALL	DRYWALL	C	INTACT	Negative	0	0.3
38	1/5/23	14:48:46	BEDROOM 3	WALL	DRYWALL	D	INTACT	Negative	0.1	0.3
39	1/5/23	14:49:09	BEDROOM 3	BASEBOARD	WOOD	A	INTACT	Negative	0.4	0.3
40	1/5/23	14:49:31	BEDROOM 3	DOOR	WOOD	A	INTACT	Negative	0	0.3
41	1/5/23	14:49:51	BEDROOM 3	DOOR JAMB	WOOD	A	INTACT	Negative	0	0.3
42	1/5/23	14:50:14	BEDROOM 4	WALL	DRYWALL	A	INTACT	Negative	0.2	0.3
43	1/5/23	14:50:34	BEDROOM 4	WALL	DRYWALL	B	INTACT	Negative	0	0.3
44	1/5/23	14:50:56	BEDROOM 4	WALL	DRYWALL	C	INTACT	Negative	0.1	0.3
45	1/5/23	14:51:18	BEDROOM 4	WALL	DRYWALL	D	INTACT	Negative	0.2	0.3
46	1/5/23	14:51:59	BEDROOM 4	BASEBOARD	WOOD	A	INTACT	Negative	0.2	0.3
47	1/5/23	14:52:19	BEDROOM 4	DOOR	WOOD	A	INTACT	Negative	0	0.3
48	1/5/23	14:52:37	BEDROOM 4	DOOR JAMB	WOOD	A	INTACT	Negative	0.1	0.3
49	1/5/23	14:53:00	BATHROOM 2	WALL	DRYWALL	A	INTACT	Negative	0	0.3
50	1/5/23	14:53:19	BATHROOM 2	WALL	DRYWALL	B	INTACT	Negative	0	0.3
51	1/5/23	14:53:40	BATHROOM 2	WALL	DRYWALL	C	INTACT	Negative	0	0.3
52	1/5/23	14:54:00	BATHROOM 2	WALL	DRYWALL	D	INTACT	Negative	0.1	0.3
53	1/5/23	14:54:21	BATHROOM 2	BASEBOARD	WOOD	A	INTACT	Negative	0.2	0.3
54	1/5/23	14:54:41	BATHROOM 2	FLOOR	CERAMIC		INTACT	Negative	0.2	0.3
55	1/5/23	14:55:00	BATHROOM 2	VANITY	WOOD	B	INTACT	Negative	0.1	0.3
56	1/5/23	14:55:36	BATHROOM 2	VANITY DOOR	WOOD	B	INTACT	Negative	0.1	0.3
57	1/5/23	14:55:56	BATHROOM 2	TUB	PORCELAIN	D	INTACT	Negative	0.2	0.3
58	1/5/23	14:56:21	BATHROOM 2	DOOR	WOOD	C	INTACT	Negative	0	0.3
59	1/5/23	14:56:40	BATHROOM 2	DOOR JAMB	WOOD	C	INTACT	Negative	0.1	0.3
60	1/5/23	14:57:03	ENTRY	WALL	DRYWALL	A	INTACT	Negative	0	0.3
61	1/5/23	14:57:22	ENTRY	WALL	DRYWALL	B	INTACT	Negative	0.1	0.3

**KOHLER PROPERTY  
10122 Bismark Dr  
Huntington Beach, CA 92646**

Reading #	Date	Time	Room	Component	Substrate	Side	Condition	Result	Concentration	3 SD
62	1/5/23	14:57:44	ENTRY	WALL	DRYWALL	D	INTACT	Negative	0.1	0.3
63	1/5/23	14:58:06	ENTRY	BASEBOARD	WOOD	B	INTACT	Negative	0.2	0.3
64	1/5/23	14:58:25	ENTRY	FLOOR	CERAMIC		INTACT	Negative	0.5	0.3
65	1/5/23	14:58:48	ENTRY CLOSET	DOOR	WOOD	B	INTACT	Negative	0	0.3
66	1/5/23	14:59:10	ENTRY CLOSET	DOOR JAMB	WOOD	B	INTACT	Negative	0.1	0.3
67	1/5/23	14:59:47	<b>CALIBRATION</b>					<b>Positive</b>	<b>1.2</b>	<b>0.2</b>
68	1/5/23	15:00:23	<b>CALIBRATION</b>					<b>Positive</b>	<b>1.1</b>	<b>0.2</b>
69	1/5/23	15:01:02	<b>CALIBRATION</b>					<b>Positive</b>	<b>1.1</b>	<b>0.2</b>

Total Readings	69
Calibrations	6
Readings Above the Action Level	0
Action Level	1.0
Units	mg/cm2

### TO WHOM IT MAY CONCERN

I received a copy of the following booklet from the Broker(s) in this transaction: "Homeowner's Guide to Earthquake Safety & Environmental Hazards" -- a combination of "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants, 2011" including toxic mold, "Protect Your Family From Lead In Your Home", "What is your Home Energy Rating (HERS)", and "The Homeowner's Guide to Earthquake Safety" including natural gas safety.

Property Address: 10122 Bismark Dr, Huntington Beach, CA 92646

Date: 04-26-2023

Time: \_\_\_\_\_

Buyer/Seller Signature: *Patrick Michael Kohler*

Buyer/Seller Printed Name: The AMR Family Revocable Living Trust

Selling Broker: \_\_\_\_\_

Listing Broker: First Team Real Estate

Selling Agent: \_\_\_\_\_

Listing Agent: *Dave Walker*

### TO WHOM IT MAY CONCERN

I received a copy of the following booklet from the Broker(s) in this transaction: "Homeowner's Guide to Earthquake Safety & Environmental Hazards" -- a combination of "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants, 2011" including toxic mold, "Protect Your Family From Lead In Your Home", "What is your Home Energy Rating (HERS)", and "The Homeowner's Guide to Earthquake Safety" including natural gas safety.

Property Address: 10122 Bismark Dr, Huntington Beach, CA 92646

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

Time: \_\_\_\_\_

Buyer/Seller Signature: \_\_\_\_\_

Buyer/Seller Printed Name: \_\_\_\_\_

Selling Broker: \_\_\_\_\_

Listing Broker: \_\_\_\_\_

Selling Agent: \_\_\_\_\_

Listing Agent: \_\_\_\_\_

### First Team Affiliated Business Arrangement Disclosure Statement (FTABA)

To: The AMR Family Revocable Living Trust  
From: First Team Real Estate-Orange County  
Property: 10122 Bismark Dr, Huntington Beach, CA 92646 Date: 4/21/2023

This is to give you notice that First Team Real Estate-Orange County has a business relationship with; is commonly owned; or has an indirect ownership agreement with Homeowners First Mortgage, LLC (a mortgage lender), Hallmark Escrow Co., Inc. (an escrow company), Coast Cities Escrow (an escrow company), Western Resources Title Company (a title issuance company). Because of this relationship this referral may provide First Team Real Estate a financial or other benefit.

(A) Set forth below is the estimated charge or range of charges for the settlement services listed. You are not required to use the listed provider(s) as a condition for settlement of your loan on, or purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

**Homeowners First Mortgage, LLC (A mortgage lender):**

Loan Origination Charges; \$1,495 or 0%-1.5% of the loan amount depending on product,  
Loan Discount Points; 0-3% depending on the rate chosen,  
Processing Fee; \$0-\$495 depending on product.

**Hallmark Escrow (an escrow company) and Coast Cities Escrow (an escrow company):** (To implement the procedures to effect the sale and transfer of the property pursuant to California Escrow Law.) Settlement/Escrow fees on:

\$100,000 home; \$700-\$1,300,  
\$250,000 home; \$800-\$1,500,  
\$500,000 home; \$1,200-\$2,100,  
\$750,000 home; \$1,700-\$2,300,  
\$1,000,000 home; \$2,200-\$3,200,

**Western Resources Title Insurance (a title insurance company):** Based on a search of public title record, this service sets forth the present condition of title to the property prior to closing. Different types of coverage are available at different rates.

Purchase of owners policy (1103-1108 ) for:

\$100,000 to \$400,000 home; \$755-1,525,  
\$400,000 to \$800,000 home; \$1,535-2,229,  
\$800,000 to \$1,200,000 home; \$2,229-2,845.

Purchase of lender's policy simultaneously, issued with owner's policy (1104-1108):

\$100,000 to \$400,000 home; \$595-927,  
\$400,000 to \$800,000 home; \$927-1,366,  
\$800,000 to \$1,200,000 home; \$1,366-1,621.

#### ACKNOWLEDGEMENT

I/We have read this disclosure, and understand that the referring party is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as a result of this referral.

Seller: *Patrick Michael Kohler*  
Signature 04-26-2023

Buyer: \_\_\_\_\_  
Signature

Seller: \_\_\_\_\_  
Signature

Buyer: \_\_\_\_\_  
Signature



## First Team Buyer/Seller Advisory and Agreement (FTBSA)

This Buyer/Seller Advisory and Agreement is in addition to the Purchase Agreement and Joint Escrow Instructions between \_\_\_\_\_ ("Buyer") and The AMR Family Revocable Living Trust ("Seller") for the purchase of real property commonly known as 10122 Bismark Dr, Huntington Beach, CA 92646 ("Property"). The term "Broker" or "Brokers" herein includes all brokers involved in the transaction whether listing broker, selling broker, dual agent broker or otherwise, and any such Broker's agents, salespersons, employees, officers, and managers. Broker, however, is not a party to the Purchase Agreement or to this Buyer/Seller Advisory and Agreement.

**BUYER AND SELLER HAVE BEEN ADVISED THAT THIS BUYER/SELLER ADVISORY AND AGREEMENT ADDRESSES VERY IMPORTANT MATTERS AND THAT IT MUST BE READ CAREFULLY AND, IF THERE ARE ANY QUESTIONS, DISCUSSED BY BUYER/SELLER WITH HIS/HER ATTORNEY BEFORE IT IS SIGNED.**

### The Buyer and Seller agree as follows:

**1. BUYER/SELLER DOCUMENT REVIEW AND ATTORNEY AND TAX ADVISORS:** There are many documents associated with the sale of real property in California and they have significant importance for both the Buyer and Seller. Buyer and Seller agree to carefully review all of the documents associated with the sale of the Property and contact his/her Broker if he/she needs assistance with understanding any documents.

Some documents contain matters beyond the knowledge, training, and/or responsibility of the Real Estate Broker. First Team strongly advises the Buyer and Seller to seek additional information. Buyer and Seller agree to consult their own attorney at law, tax and accounting advisors, and other experts regarding all legal; tax; accounting issues; the validity and value of current and future liens against the property; income, capital gain, property tax matters; preliminary title reports; title matters, liens on the property; litigation affecting the property and community; property inspections; pest and termite inspections; adequacy and completeness of permits; zoning and code issues; boundary lines; property size and dimensions, square footage of the lot and structure, soil stability; geology; construction; foundations; water intrusion, dry rot, mold and other toxic substances or hazardous materials; asbestos; radon gas; quality of repairs; homeowner association documents with particular emphasis for buyers on covenants, conditions, restrictions, regulations and rules; financial strength, cost, and past, present, and future expenses, and claims; the existence and ramifications of special assessments and tax increases, liens, judgments, Mello Roos, Bond Acts, and property taxes and property value increases; bulkhead/seawalls; boat accommodations; neighborhood construction and nuisances; the impact of transportation and federal, state, and local laws, regulations and ordinances. Buyer and Seller should not, and cannot rely on any statements made by Broker concerning these issues or conditions, and must obtain independent verification and/or consultation concerning any statements made by Broker on any of these conditions or issues.

**2. NUISANCES:** Buyer has the responsibility to satisfy Buyer that the Property, neighborhood, and surrounding areas do not contain nuisances, other property owner's rights, or other factors that will interfere with the Buyer's enjoyment of the property and/or the value thereof. Visits at various times to the property and neighborhood will assist the Buyer to analyze noise, congestion, and other potential nuisances.

Buyer must consult with all pertinent federal, state, and local government agencies, (including building, planning, environmental, fire, and law enforcement agencies) and homeowners' associations to determine the suitability of the neighborhood and the current status of and future plans for possible nuisances and other factors, such as, but not limited to: toxic waste sites; freeways, toll roads, and other transportation projects; power plants; industrial hazards, traffic and population from business operations; sports facilities; pests such as roaches, ants, rats/mice, skunks, coyotes, and mountain lions; trees and other vegetation; availability of sewer systems and other utilities; military or munitions storage facilities; existence of registered sex offenders and/or any other criminal element; prison and correctional facilities; medical and treatment facilities; and if, for example, the property is situated on (or in the vicinity of) a landfill area, whether it contains materials that have been or may be hazardous, or is otherwise undesirable, and/or may be unstable.

Buyer is purchasing the property solely in reliance on Buyer's own investigation and Buyer's consultation with Buyer's experts as to the existence and effect of possible nuisances, and not based on representations or warranties of any kind whatsoever, express or implied, made by Broker nor have any such representations or warranties been made by Broker.

3. REPAIRS: In the event that the Seller credits the Buyer with money in escrow or otherwise compensates Buyer for repairs to the Property, the Buyer will have sole responsibility for the completion and quality of said repairs and obtaining the disbursement of necessary funds. Buyer shall hold Broker harmless regarding such repairs and the payment therefore, and for the result of all Seller and Buyer repairs, including pre-existing conditions and damage associated with repairs, improper workmanship, and cosmetic issues. In the event repairs are attempted before closing, by closing the escrow Buyer agrees that Buyer has inspected the repairs and approved the quality and extent thereof. Buyer is not relying on First Team to assure that the repairs were complete, properly made, or paid for.

4. INFORMATION: Other than matters disclosed by First Team in Section III or IV of the Transfer Disclosure Statement, all information regarding the Property provided the First Team has been supplied by or at the direction of the Seller and, unless otherwise specified in writing, has NOT been independently verified by First Team. Buyer agrees to hold First Team harmless for information supplied or withheld by the Seller and for any defects in the Property, which were unknown to First Team and not observable from a reasonably competent and diligent visual inspection of accessible areas of the Property.

5. SHORT-TERM LODGING AND OTHER RENTAL RESTRICTIONS: Buyer is advised to inquire, with appropriate government entities and homeowner associations, to determine if restrictions on renting (such as limits on short-term lodging and/or the percentage of units that may be rented) exist and seek expert advice as to such restrictions.

6. FINANCING DISCLOSURE: If Seller is providing financing for Buyer, Buyer agrees to provide Seller with the California Association of Realtors Seller Financing Addendum and Disclosure Statement along with all other documents and information requested by Seller in the contract within 5 (or \_\_\_) calendar days after acceptance. Seller shall approve or disapprove the Seller financing within 5 (or \_\_\_) calendar days of receipt of all of the required documents and information. Seller will obtain independent legal and accounting advice regarding the Seller financing, drafting the note and trust deed, and the qualification of the Buyer, and not rely on advice or documentation from First Team.

7. COMMISSIONS AND BROKER BENEFIT: Buyer and Seller agree escrow instructions cannot be amended or revoked, insofar as they relate to the payment of Broker commissions, without the prior written consent of the affected Broker, who shall be deemed a party to the escrow for the sole and exclusive purpose of receiving the amount or rate of the Brokerage commission. Buyer and Seller agree that in the event of a breach or default of this Purchase Agreement by Buyer or Seller, the defaulting party(s) shall be liable for payment of the Brokerage commission.

8. Broker is not responsible for the results of any inspection and does not guarantee the performance of any such inspector or service. Buyer also agrees to consult with government officials, homeowners' associations, building, planning, fire, and law enforcement departments, and neighbors. If any inspections are not obtained, it will be conclusively presumed that the Buyer decided to waive the inspection.

9. Broker Advice: You are strongly advised to investigate the condition and suitability of all aspects of the property. If you do not do so, you are acting against the advice of brokers. Buyer agrees to pay for any specified inspection, unless otherwise agreed to in the purchase agreement. Buyer is responsible for choosing the provider and ordering the inspection(s).

10. INDEMNIFICATION: Buyer and Seller separately and independently shall indemnify, defend, and hold harmless First Team Real Estate from all of the following: (a) all claims and/or actions for personal injury, property damage, and/or loss of value, arising from or related to the physical condition of the Property; (b) any claims and/or actions arising from or related to any inaccuracy in the Transfer Disclosure Statement and/or other disclosure that was or should have been furnished by the Seller except an inaccuracy in the Broker's disclosure resulting from the Broker's negligence; (c) any claims and/or actions concerning the Buyer's inspections or information reviews identified in this Buyer/Seller Advisory and Agreement or otherwise conducted by the Buyer; (d) any claims and/or actions concerning Buyer's ability or decision to purchase the Property or Seller's ability or decision to sell the Property;

(e) any claims and/or actions arising from or related to the choice, performance, or warranty of companies, consultants, advisors or vendors providing products or services related to or arising from the inspection, financing, taxation, legal, repair, insuring, or purchase of the Property; (f) any claims and/or actions for repair to or removal of insects, dry rot, mold, funguses, mildew, toxins, or other biological organisms from the Property and damages resulting from such work; any claims resulting from Buyers release of funds to the seller; any claims resulting from Buyers taking possession of the property before close of escrow or Seller's failure to relinquish possession of the property as specified in the purchase agreement; (g) any and all costs associated with any pending or future litigation brought by or against any homeowners' association, owner, or neighbor and any fee, charge, or assessment brought by an association; (h) any claims involving soil stability, construction, foundation, water intrusion and/or hazardous materials; (i) any claims involving tax, special assessment liens, Mello Roos costs and/or loan modification penalties or recoupment; (j) all claims involving the size and/or square footage of the property and/or structures therein; (k) all claims involving governmental laws, regulations and/or codes affecting the property; (l) all claims involving bulkheads and/or seawalls; (m) all claims involving nuisances, existing or future transportation systems or government or community facilities; (n) and all claims involving medical or care facilities and/or prison or detention facilities.

11. SELLER'S ADVISORY: Seller is advised to disclose all material facts concerning the value or desirability of the property including but not limited to all repairs they have made to the property, insurance claims they have made on the property, and prior problems they have had with the property even if they believe they were fixed, and/or all improvements made to the property. Seller has been advised that if there is a question in Seller's mind as to whether a fact is material or a defect is "significant" the matter should be determined with the advice of the Seller's attorney.

The undersigned understand and agree with the provisions of this Buyer/Seller Advisory and Agreement and acknowledge that the Broker is participating in this transaction on the basis of and subject to this Buyer/Seller Advisory and Agreement. Nothing herein shall be deemed to relieve Buyer or Seller of their respective duties under the California Residential Purchase Agreement and Joint Escrow Instructions or at law.

Seller's signature Patrick Michael Kohler Date: 04-26-2023

Seller's signature \_\_\_\_\_ Date: \_\_\_\_\_

Buyer's signature \_\_\_\_\_ Date: \_\_\_\_\_

Buyer's signature \_\_\_\_\_ Date: \_\_\_\_\_



### LOCAL AREA DISCLOSURES

Property Address: 10122 Bismark Dr, Huntington Beach, CA 92646 (hereafter "Property")

**Seller and Buyer understand and agree that this Local Area Disclosures statement is not a complete list of all matters concerning, or affecting Property or residing in the County of Orange, or its cities or communities, or that otherwise are significant. Also, the entity, phone numbers, and/or websites that are included may not be the only source of information.**

**IT IS BUYER'S RESPONSIBILITY AND BUYER IS STRONGLY ENCOURAGED TO CONDUCT A CAREFUL, THOROUGH, INDEPENDENT, AND COMPLETE INVESTIGATION OF ALL MATTERS RELATING TO THE DECISION TO PURCHASE PROPERTY AND ALL OTHER MATTERS THAT BUYER DEEMS APPROPRIATE TO MAKE AN INFORMED AND VOLUNTARY DECISION, INCLUDING, BUT NOT LIMITED TO, CONSULTING WITH APPROPRIATE SPECIALISTS, EXPERTS, OR OTHER PROFESSIONALS.**

**THOUGH THIS LOCAL AREA DISCLOSURES STATEMENT HAS BEEN REVIEWED BY ORANGE COUNTY REALTORS®, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO BE A REPRESENTATION OR WARRANTY BY ORANGE COUNTY REALTORS® AS TO THE COMPLETENESS, ACCURACY AND ADEQUACY OF THE INFORMATION CONTAINED WITHIN THIS FORM AS TO ANY MATTER AFFECTING THE PURCHASE OF PROPERTY. BUYER AND SELLER ACKNOWLEDGE, AS IN ANY REAL ESTATE TRANSACTION, CONDITIONS MAY HAVE CHANGED SINCE THE INFORMATION WAS RECEIVED BY ORANGE COUNTY REALTORS® OR MAY HAVE BEEN INACCURATE FROM THE SOURCES PROVIDING THE INFORMATION.**

**SELLER AND BUYER ARE ENCOURAGED TO REFER TO THE MOST RECENT VERSION OF C.A.R. FORM STATEWIDE BUYER AND SELLER ADVISORY (SBSA) IN CONJUNCTION WITH THIS LOCAL AREA DISCLOSURES STATEMENT.**

**BUYER AND SELLER ACKNOWLEDGE THAT REAL ESTATE BROKERS/AGENTS ARE NOT PROFESSIONAL HOME INSPECTORS NOR DO THEY HAVE EXPERTISE BEYOND THOSE MATTERS NORMALLY ATTRIBUTABLE TO A REAL ESTATE PROFESSIONAL. BUYER IS SOLELY RESPONSIBLE FOR INVESTIGATING ALL FACTORS AFFECTING THEIR DECISION TO PURCHASE A PARTICULAR PROPERTY.**

## Infrastructure and Transportation Projects

### 1. Transportation Corridors

Buyer and Seller are advised that the Property may be in an area where public authorities are completing construction or extension of various transportation projects. Plans for exact locations and extent of these projects may change before completion. It is recommended that Buyer review the California Department of Transportation, city or county documentation dealing with the proposed projects. Further, Buyer is advised that the subject property may be in the vicinity of the Eastern, San Joaquin Hills, or Foothill Transportation Corridors. Buyer should investigate the location of these Corridors and independently determine whether they will impact the use and/or enjoyment of the Property. Buyer may obtain maps of the Transportation Corridors at <http://www.octa.net/Projects-and-Programs/Plans-and-Studies/Transit-Master-Plan/>.

Buyer's Initials ( ) ( )

Seller's Initials ( PK )

**2. Highway/Freeway/Toll Road Construction**

Buyer and Seller are advised that the California Department of Transportation, the Orange County Transportation Authority (hereafter "OCTA"), and/or the Transportation Corridor Agencies (hereafter "TCA") have begun or are in the planning stages of various highway construction projects throughout Orange County,

Therefore, Buyer is advised to conduct a thorough investigation, which may include visiting <https://www.thetollroads.com/about/projects>, and <http://www.octa.net/Projects-and-Programs/All-Projects/Overview/> and contacting the transportation agencies for more information on the status of these projects and others.

**3. Rapid Bus Lines, Rail System, and Other Mass Transit**

Buyer and Seller are advised the Metrolink AMTRAK California and Orange County Transit Authority commuter system may be expanded or contracted in frequencies, speeds and routes. Further information may be obtained from Southern California Regional Rail Authority at <https://www.metrolinktrains.com/> and at Orange County Transit Authority at <https://www.octa.net/Projects-and-Programs/All-Projects/Rail-Projects/Overview/>. Buyer and Seller are further advised that dormant or lightly used rail corridors may be considered for more intensive transportation corridors and trails. Buyer and Seller are advised that there may be other local mass transit systems, including but not limited to, Anaheim Regional Transportation ("ART"). More information on ART may be found by visiting <https://rideart.org/>. Buyer should contact OCTA or the appropriate government entity to investigate the rapid bus lines and other potential transit systems to determine whether those systems, or their construction, will impact Property or surrounding neighborhood.

**4. Desalination Plants**

Buyer and Seller are advised of the possibility of the development of desalination plants at various locations along the Orange County coast. Buyer should visit <https://www.ocwd.com> for more information.

**Vicinity and Potential Impacts**

**1. Landfills and Refuse Disposal Stations**

Buyer and Seller are advised that there are several operating and proposed landfills in the Orange County area (including Brea, Irvine and San Juan Capistrano), and several closed landfill sites and former refuse disposal stations. Buyer should visit <http://oclandfills.com> for further information regarding the current, proposed or closed landfills or refuse stations and any risks associated with their proximity to the Property.

**2. Orange County (John Wayne) Airport, Aircraft Noise and Light, and Additional Airports**

Buyer and Seller are advised that future plans for Orange County (John Wayne) airport are continually being reviewed by local government and the airport operator. It is possible that there may be future expansion and/or construction. Buyer should contact the appropriate government agencies and the operator of the airport to satisfy Buyer as to possible future use, flight paths, operating procedures, uses, and operating hours of the airport. For more information, Buyer should visit <https://www.ocair.com/default> and <http://jwaflihttrackviewer.airportnetwork.com/>.

Buyer and Seller are advised that some areas are subject to noise and light emitted by military, law enforcement and/or civilian aircraft or helicopters, including, but not limited to, Orange County (John Wayne), the Fullerton Airport and the Long Beach Airport. Buyer is aware that Property may be near a commercial airport or military facility. Buyer is encouraged to investigate whether any such facility will impact the use and enjoyment of Property. The Federal Aviation Administration is constantly considering and evaluating changes and updates to flight corridors, take off and landing procedures and other matters affecting flights. Buyer should check with the Federal Aviation Administration to ascertain current and future plans.

Buyer's Initials ( ) ( )

Seller's Initials ( PK )



**3. Armed Forces Bases and Training**

Buyer and Seller are advised that Orange County is home to or is nearby several armed forces bases, including but not limited to Camp Pendleton, the Naval Weapons Station in Seal Beach, and the Joint Forces Training Base in Los Alamitos. The Property may be located near a training facility or base that utilizes live artillery fire and detonation of military ordnance, and as such, these sounds and/or vibrations may be observed in Orange County. Buyer is aware that sounds, vibrations, light, and/or traffic from these bases may impact the use and enjoyment of the Property. Buyer should conduct all necessary investigation into the implications of the proximity of the Property to such facilities. Buyer may obtain further information at [https://militarycouncil.ca.gov/s\\_californiamilitarybases/](https://militarycouncil.ca.gov/s_californiamilitarybases/) .

**4. San Onofre Nuclear Generating Station (SONGS)**

Buyer and Seller are advised that there is a nuclear power plant at San Onofre, located on the California coast between Los Angeles and San Diego. Although SONGS is no longer producing power, it is in a decommission process that will take years to complete. Buyer should consult a map to determine the proximity of this facility to Property and whether it will have any impact on the use and enjoyment of Property. Buyer may obtain further information at [www.songscommunity.com](http://www.songscommunity.com).

**5. Electrical Power Generating Stations**

Buyer and Seller are advised that there are various services and utilities located in Orange County that may pose safety risks. Buyer may obtain further information at <https://www.cpuc.ca.gov/>

**6. Musick County Correctional Facility**

Buyer and Seller are advised that the Musick County Correctional Facility (hereafter "Facility"), located in Irvine, has proposed expansion and changes in classification. No final determination has been made as to if or when these changes will be made. Buyer is advised to consult Facility if Buyer is concerned that the subject expansion or changes may affect Property.

**7. Orange County Wildlife**

Buyer and Seller are advised that Orange County is the home to numerous types of wildlife that may impact the use and enjoyment on or near the property. As wildlife living patterns change with seasons and climate, many of the impacts cannot be foreseen. Buyer should contact the appropriate experts, or visit <http://ocgov.com/services/animal/control> and <https://www.ocpetinfo.com/field-operations/wildlife-information>.


**8. Orange County Entertainment Venues and Events**

Buyer and Seller are advised that Orange County is home to numerous entertainment venues, including but not limited to Disneyland and California Adventure, Angel Stadium of Anaheim, the Honda Center, Knotts Berry Farm, Pacific Amphitheatre and OC Fair, and the Orange County Great Park. Buyer and Seller are advised that Orange County and its municipalities may host local celebrations and events, including, but not limited to, parades, festivals, and marathons. Buyer is therefore aware that noise from the above venues and events, as well as traffic caused by venue attendees and street closures, may impact the use and enjoyment of Property. Buyer should contact the appropriate venue and/or municipality for more information about these projects and events.

**9. Odors and Air Quality**

Buyer and Seller are advised that Orange County is home to various potential sources of air contaminants or other materials, including, but not limited to, industrial and environmental smoke, dust, or odors. Buyer should contact South Coast Air Quality Management District and visit <http://www.aqmd.gov/> for more information and/or contact the appropriate municipality for more information.

Buyer's Initials ( ) ( )

Seller's Initials (  )

## New and Proposed Developments

Buyer and Seller are advised that state housing law mandates that cities and/or municipalities review and/or alter their General Plan to comply with the Regional Housing Needs Assessment (RHNA), which quantifies the need for housing within each jurisdiction during the specified planning periods. Buyer is encouraged to contact the appropriate planning department and/or municipality for more information about the municipality's General Plan, as well as proposed and ongoing developments. Changes in State and local laws may allow for properties to be approved for multiple dwelling units on a single lot and Buyer and Seller should verify with local governments any and all laws and proposed changes in laws affecting multiple dwelling units on a single lot.

## Government, Jurisdiction, and Taxes/Fees

### 1. California Coastal Commission

Buyer and Seller are advised that development of, alteration of and/or construction on Property may be subject to the jurisdiction and requirements of the California Coastal Commission and/or the County of Orange. The development of beachfront property may also be impacted by the determination of “mean high tide lines” in relation to the boundary lines for beachfront property. If Buyer has any questions or concerns regarding the above, Buyer should contact the Commission in Long Beach at (562) 590-5071 or visit <http://www.coastal.ca.gov/whowere.html>

### 2. Property Views

Buyer and Seller are advised that many properties are subject to restrictions regarding height and/or development that may impact a neighboring property's views. If views from the Property, or its future development, are concerns to Buyer, Buyer should contact the appropriate government entity and/or homeowner association(s) to determine the existence and/or extent of any such restrictions.

### 3. Homeowners Association(s)

Buyer and Seller are advised that certain properties in Orange County are subject to multiple Homeowners' Associations (hereinafter “HOA(s)”). HOA(s) may impose restrictions and/or require approval on the use, development, and/or improvements of Property and may charge separate and independent fees. Further, the dues for some of these HOA(s) may be payable monthly, while others are payable annually or quarterly and have authority to impose special assessments. Buyer should inquire of the Seller and HOA with regard to this issue and conduct whatever investigation Buyer believes is appropriate. Buyer should inquire as to any proposed or actual changes to dues structures, on going or threatened claims or litigation, financial obligations of the HOA and adequacy of reserve funds to address state mandated inspections and remediation measures.

### 4. Lifestyle and Private Transfer Fees

Buyer and Seller are advised that certain HOA(s), including but not limited to those at Talega, Ladera Ranch, and Laguna Woods charge a Lifestyle Fee on the sale of any property within their developments. These fees vary and are subject to change. The range is from ¼ to ½ of 1% of the sales price of the property. These fees could hinder a Buyer's ability to obtain financing or refinancing. Buyer is advised to contact the relevant HOA(s) for more information regarding this and any other fee.

### 5. Pier, Slip/Float

Buyer and Seller are advised that the pier and slip/float associated with Property, if any or any portion thereof, owned by Seller, may be included in the purchase price of Property. There may be a transfer fee for the pier and slip/float. Buyer and/or Seller are advised to contact the appropriate governing agency for a written inspection report of the pier and slip/float. The HOA(s) may have some jurisdiction and/or restrictions and rules over the pier and slip/float. Buyer should inquire of the Seller and HOA with regard to this issue and conduct whatever investigation Buyer believes is appropriate.

Buyer's Initials (\_\_\_\_)(\_\_\_\_)

Seller's Initials (PK)

# Local Hazards

## 1. Red Imported Fire Ants, Mosquitoes, and Other Vectors

Buyer and Seller are advised that Red Imported Fire Ants, mosquitoes, and additional vectors may be located in Orange County. If Buyer is concerned about a vector infestation, and its impact on Property and related health issues, Buyer is advised to contact the Orange County Mosquito and Vector Control District at (714) 971-2421 or (949) 654-2421. Buyer can also visit the Authority's website at [www.ocvector.org](http://www.ocvector.org).

## 2. Slab and Pinhole Leaks in Water, Sewer, and/or Drain Lines

Buyers and Sellers are advised that properties in Orange County have a high rate of slab and pinhole leaks. These leaks may occur in the water, sewer, and/or drain lines that run inside, above and below the foundation of the house.


## 3. Local Vegetation Management Ordinances and Defensible Space

Effective July 1, 2021, Civil Code § 1102.19 requires disclosure regarding compliance with defensible space for certain properties. Seller and Buyer are strongly encouraged to refer to the most recent version of C.A.R. form(s), Fire Hardening and Defensible Space Disclosure and Addendum (FHDS) and Defensible Space Decision Tree (DSDT).

In determining whether the property's jurisdiction has a local ordinance, Buyer or Seller should contact the relevant fire jurisdiction's agency and city for more information. Orange County has several fire jurisdictions: Orange County Fire Authority, Anaheim Fire and Rescue Department, Brea Fire Department, Costa Mesa Fire and Rescue Department, Fountain Valley Fire Department, Fullerton Fire Department, Placentia Fire and Life Safety Department, Huntington Beach Fire Department, La Habra - LA County Fire Department, Laguna Beach Fire Department, Newport Beach Fire Department, and Orange City Fire Department.

The Orange County Fire Authority provides fire services for the following cities and jurisdictions: Aliso Viejo, Buena Park, Cypress, Dana Point, Garden Grove, Irvine, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, La Palma, Los Alamitos, Mission Viejo, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, Yorba Linda, and Unincorporated Areas of Orange County.

Buyer's Initials (\_\_\_\_) (\_\_\_\_)

Seller's Initials (  )



**THERE IS NO SUBSTITUTE FOR A DILIGENT AND THOROUGH INVESTIGATION BY BUYER. NOTHING CONTAINED HEREIN IS INTENDED TO LESSEN OR ELIMINATE THE NEED FOR BUYER TO PERFORM A THOROUGH INSPECTION OF THE PROPERTY, NEIGHBORHOOD, COMMUNITY AND AREA THAT MAY AFFECT BUYER'S USE AND ENJOYMENT OF THE PROPERTY, INCLUDING OBTAINING A PROFESSIONAL HOME INSPECTION AND OTHER PROFESSIONAL INSPECTIONS. THE STATEMENTS CONTAINED HEREIN ARE SOLELY FOR INFORMATIONAL PURPOSES AND DO NOT CONSTITUTE A REPRESENTATION OR ASSURANCE BY BROKER, AGENT OR ORANGE COUNTY REALTORS® OF THE EXISTENCE OR ABSENCE OF ANY CONDITION AFFECTING THE VALUE OF THE PROPERTY OR BUYER'S USE AND ENJOYMENT OF THE PROPERTY.**

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*Patrick Michael Kohler* <sup>04-26-2023</sup>

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

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

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

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

### **AVID Addendum**

Agent strongly recommends that Buyers verify all systems, appliances, plumbing, sewer/septic, taxes, schools, permits, easements, square footage and lot size. Possible noise from traffic, aircraft and watercraft activities, appliances, and neighbors etc. Buyers are recommended to investigate neighborhood safety by contacting the local police department. Buyers agree to satisfy any and all concerns they have regarding Property before deciding whether to waive contingencies.

Agent also strongly recommends that Buyers independently investigate the condition of Property by retaining the services of a licensed surveyor (the only professional who can accurately determine lot dimensions, boundary locations and acreage for the Property) and the services of a licensed third-party professional to investigate any and all potential defects identified in the inspection report, Transfer Disclosure Statement, and Agent Visual Inspection Disclosure before waiving contingencies. If cracks on property, Agent recommends that Buyers hire a licensed geotechnical engineer/structural engineer/soils expert to conduct investigations, inspections, and tests prior to deciding whether to waive contingencies.

Agent also recommends that Buyers have a roof, mold, termite, and sewer inspection conducted by licensed professionals. Agent recommends that Buyers contact all third party professionals who performed remodeling/repair work on the property to investigate completed work as well as to go to the City to determine if any permitting issues exist prior to any waiver of contingencies.

---

Buyer's Signature

---

Buyer's Signature



## SQUARE FOOTAGE AND LOT SIZE DISCLOSURE AND ADVISORY

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

Property Address: 10122 Bismark Drive, Huntington Beach, CA 92646 ("Property")

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

Source of Information	Sq. Footage	Lot Size	Additional Information	If checked, report attached
Public Record	1,448	6,000		<input type="checkbox"/>
Multiple Listing Service				<input type="checkbox"/>
Seller			Measurement comes from the following source:	<input type="checkbox"/>
Appraisal #1				<input type="checkbox"/>
Appraisal #2				<input type="checkbox"/>
Condominium Map/Plan				<input type="checkbox"/>
Architectural Drawings				<input type="checkbox"/>
Floor Plan/Drawings				<input type="checkbox"/>
Survey				<input type="checkbox"/>
Other				<input type="checkbox"/>
Other				<input type="checkbox"/>

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

Seller The AMR Family Revocable Living Trust *Patrick Michael Kohler* Date 04-26-2023  
 Seller \_\_\_\_\_ Date \_\_\_\_\_

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

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

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**SFLS 12/20 (PAGE 1 OF 1)**

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



# PROPERTY VISIT AND OPEN HOUSE ADVISORY

(C.A.R. Form PVOH, 6/20)

## RISKS OF VISITING AND VIEWING PROPERTIES

- 1. RECORDING DEVICES:** Audio or video recording devices or both may be present on any property that is being visited or viewed and such devices may be located BOTH INSIDE AND OUTSIDE of the main dwelling and any outbuilding or accessory unit or structure on the property. There may or may not be any notices of the presence of such devices posted on the property. Seller may or may not be aware of all features on such devices. Such devices may be capable of recording visitor's conduct, conversations, and utterances, and more. Accordingly, Seller may be able to determine visitor's impressions of the property and its condition, negotiation strategy, and the content of any discussions visitor has with visitor's broker or others regarding the price, terms and conditions of an offer to be made and visitor's ability and willingness to agree to something else. Visitor is advised to be alert for the presence of such devices and to take the possibility of the presence of such devices into account during their viewing of the open house.
- 2. VISITOR SAFETY:** Visitor is advised to be aware and watchful of conditions on any property. Visitor is most likely to be unfamiliar with the property's terrain, layout, elevation changes, stairway or step structure, handrails, or lack thereof, and other features. Visitor may be requested to remove shoes or to put on protective foot coverings ("booties") before entering the Property. If so, visitor, needs to exercise additional caution both putting on foot coverings or removing shoes, as well as walking around in socks or foot coverings because they **may not have adequate traction** on smooth surfaces which could result in slips and falls.
- 3. ANIMALS OR PETS:** Visitor is advised to use caution around animals or pets because they may be a source of allergies or exhibit dangerous or unpredictable behavior despite appearances to the contrary.
- 4. ACCOMPANYING MINORS:** Visitor is advised to watch any accompanying minors. Visitor is responsible for their care, safety, and conduct in the Property.
- 5. RISK OF INJURY:** Upon entering any property visitor acknowledges the risk of injury resulting from unfamiliarity with the property. Visitor is advised to exercise caution. Visitor agrees to ASSUME THE RISK of entering the property.

**By signing below, Visitor acknowledges that Visitor has read, understands, and received a copy of this Advisory.**

VISITOR \_\_\_\_\_ Date \_\_\_\_\_  
(print name) (signature)

VISITOR \_\_\_\_\_ Date \_\_\_\_\_  
(print name) (signature)

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PVOH 6/20 (PAGE 1 OF 1)

### PROPERTY VISIT AND OPEN HOUSE ADVISORY (PVOH PAGE 1 OF 1)



BUYER'S INVESTIGATION ELECTIONS No. 1 (C.A.R. Form BIE, Revised 12/21)

Property Address: 10122 Bismark Drive, Huntington Beach, CA 92646
This form is intended for use between a buyer and buyer's broker. It does not alter the legal or contractual relationship between buyer and seller.

A. IMPORTANCE OF PROPERTY INVESTIGATION: Unless otherwise specified in the Agreement, the physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. A Broker's inspection is limited visual inspection (see C.A.R. Form AVID); a Broker is not qualified to conduct the inspections listed below nor will Broker conduct these inspections checked by Buyer. For these reasons, you should conduct thorough inspections, investigations, tests, surveys and other studies (Inspections) of the Property personally and with appropriate professionals (see C.A.R. Form BIA and SBSA) who should provide written reports of their Inspections. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If any professional recommends further Inspections, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional Inspections.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and to investigate and verify information and facts that you know or that are within your diligent attention and observation. The Agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of the Agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of Inspections with the professional who conducted the Inspection.

C. BROKER ADVICE: YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS. IF ANY BOX BELOW IS CHECKED, BUYER AGREES TO PAY FOR THE SPECIFIED INSPECTION UNLESS OTHERWISE AGREED IN THE PURCHASE AGREEMENT. BUYER IS RESPONSIBLE FOR CHOOSING THE PROVIDER AND ORDERING THE INSPECTION. IF YOU DO NOT SPECIFICALLY REQUEST A PARTICULAR INSPECTION NOW, YOU MAY DO SO IN THE FUTURE, IN WRITING. HOWEVER, IF YOUR CONTRACTUAL INVESTIGATION PERIOD HAS EXPIRED, SELLER MAY NOT ALLOW THE INSPECTIONS AT THAT TIME.

D. BUYER INVESTIGATION: Buyer represents and agrees that Buyer has independently considered the available Inspections and Investigations and AT THIS TIME has decided to order only those Inspections and Investigations checked below. Buyer may elect to change these elections during Buyer's investigation period. If Buyer does not investigate any of these items during the contractual investigation period, Buyer may lose the right to investigate these items later.

- 1. GENERAL HOME INSPECTION
2. WOOD DESTROYING PESTS
3. CHIMNEY
4. ELECTRICAL
5. HEATING/AIR CONDITIONING
6. LEAD PAINT
7. PLUMBING
8. SQUARE FOOTAGE
9. STRUCTURAL
10. EASEMENTS/ENCROACHMENTS
11. FOUNDATION/SLAB
12. LOT SIZE
13. BOUNDARIES
14. POOL/SPA
15. ROOF
16. SEWER
17. SEPTIC SYSTEM
18. SOIL STABILITY
19. SURVEY
20. TREE/ARBORIST
21. WELL
22. WATER SYSTEMS AND COMPONENTS
23. RADON GAS
24. FORMALDEHYDE
25. ASBESTOS
26. METHANE GAS
27. MOLD
28. PERMITS
29. PUBLIC RECORDS
30. ZONING
31. GOVERNMENT REQUIREMENTS
32. VACANT LAND/CONSTRUCTION FINANCING
33. CONSTRUCTION COSTS
34. AVAILABILITY OF UTILITIES
35. ENVIRONMENTAL SURVEY
36. NATURAL HAZARDS REPORTS
37. SUBDIVISION OF PROPERTY
38. USAGE (INCLUDING ADUs)
39. INSURABILITY
40. OTHER
41. OTHER
42. OTHER

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

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BIE Revised 12/21 (PAGE 1 OF 1)

BUYER'S INVESTIGATION ELECTION (BIE PAGE 1 OF 1)



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

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

Property Address: **10122 Bismark Drive, Huntington Beach, CA 92646**

### 1. WATER-CONSERVING PLUMBING FIXTURES

#### A. INSTALLATION:

**(1) Requirements:** (a) Single-Family Properties. California law (Civil Code §1101.4) requires all single-family residences built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2017. (b) Multifamily and Commercial Properties. Civil Code §1101.5 requires all multifamily residential and commercial properties built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2019. Additionally, on and after January 1, 2014, a multifamily residential and commercial property built on or before January 1, 1994 that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval if the alteration or improvement increases floor area space by more than 10 percent, or has a cost greater than \$150,000, or for any room in a building which requires a building permit.

**(2) Exceptions:** These requirements do not apply to (i) registered historical sites, (ii) real property for which a licensed plumber certified that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or (iii) a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or county that has adopted a retrofit requirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)

**B. Disclosure of Water-Conserving Plumbing Fixtures:** Although the installation of water-conserving plumbing fixtures is not a point of sale requirement, California Civil Code §§1101.4 (single family properties beginning 2017) and 1101.5 (multifamily and commercial properties beginning 2019) require the seller to disclose to the buyer the requirements concerning water-conserving plumbing fixtures and whether the property contains any noncompliant water fixtures.

**C. Noncompliant Water Fixtures:** Noncompliant water fixtures are any of the following: (i) any toilet manufactured to use more than 1.6 gallons of water per flush, (ii) any urinal manufactured to use more than one gallon of water per flush, (iii) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, (iv) any interior faucet that emits more than 2.2 gallons of water per minute. (Civil Code §1101.3.) Buyer and Seller are each advised to consult with their own home inspector or contractor to determine if any water fixture is noncompliant.

### 2. CARBON MONOXIDE DETECTORS:

#### A. INSTALLATION:

**(1) Requirements:** California law (Health and Safety Code §§13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.

**(2) Exceptions:** The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are **no other owner exemptions** from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.

**B. DISCLOSURE OF CARBON MONOXIDE DETECTORS:** The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobile home Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.

Buyer/Tenant Initials ( ) ( )

Seller/Landlord Initials ( *DJK* ) ( )

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WCMD 12/16 (PAGE 1 OF 2)

WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE (WCMD PAGE 1 OF 2)



Property Address: 10122 Bismark Drive, Huntington Beach, CA 92646

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

**3. LOCAL REQUIREMENTS:** Some localities maintain their own retrofit or point of sale requirements which may include the requirement that water-conserving plumbing fixtures and/or a carbon monoxide detector be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding point of sale or retrofit requirements when transferring property.

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

**Seller/Landlord** Patrick Michael Kohler The AMR Family Revocable Living Trust **Date** 04-26-2023  
(Signature) (Print Name)

**Seller/Landlord** \_\_\_\_\_ **Date** \_\_\_\_\_  
(Signature) (Print Name)


**Buyer/Tenant** \_\_\_\_\_ **Date** \_\_\_\_\_  
(Signature) (Print Name)

**Buyer/Tenant** \_\_\_\_\_ **Date** \_\_\_\_\_  
(Signature) (Print Name)

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## MARKET CONDITIONS ADVISORY

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

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

### 2. BUYER CONSIDERATIONS:

**A. OFFERING PRICE:** AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: **(i)** If your offer is accepted, the property's value may not increase and may even decrease. **(ii)** If your offer is accepted, you may have "Buyer's remorse" that you paid too much. **(iii)** If your offer is rejected there can be no guarantee that you will find a similar property at the same price. **(iv)** If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.

**B. NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: **(i)** the Buyer cannot obtain a loan; **(ii)** is dissatisfied with the property's condition after an inspection; or **(iii)** if the property does not appraise at a certain value. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:

**(1) LOAN CONTINGENCY:** If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.

**(2) APPRAISAL CONTINGENCY:** If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.

**(3) INVESTIGATION CONTINGENCY:** If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your investigation contingency. This may also include the ability to insure the property, so you should investigate this early in the process. However, even if you make an offer without an investigation contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

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

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MCA REVISED 12/21 (PAGE 1 OF 2)



### MARKET CONDITIONS ADVISORY (MCA PAGE 1 OF 2)



**C. BROKER RECOMMENDATIONS.** Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: (i) review all available Seller reports, disclosures, information and documents; (ii) have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and (iii) carefully assess your financial position and risk with your attorney, accountant or financial advisor.

**D. MULTIPLE OFFERS:** At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time, or it could also occur in a hot market when the Buyer is having difficulty getting an offer accepted. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. Additionally, if any offer is accepted without contingencies, and the buyer does not perform, there can be a breach. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency created for this purpose, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract. This claim may even be possible when the Buyer has all the standard contingencies remaining in the contract, as the Seller could argue that a cancellation for this reason would not fall under the good faith exercise of any of the those contingencies.

**3. SELLER CONSIDERATIONS:** As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

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

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

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

Seller *Patrick Michael Kohler* Date 04-26-2023  
***The AMR Family Revocable Living Trust***

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

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MCA 12/21 (PAGE 2 OF 2)





**STATEWIDE BUYER AND SELLER ADVISORY**  
**(This Form Does Not Replace Local Condition Disclosures.**  
**Additional Advisories or Disclosures May Be Attached)**  
**(C.A.R. Form SBSA, Revised 6/22)**

**BUYER RIGHTS AND DUTIES:**

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
- You should conduct thorough investigations of the Property both personally and with appropriate professionals.
- If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
- You should retain your own professional even if Seller or Broker has provided you with existing reports.
- You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you contain conflicting information. If there are discrepancies between reports, disclosures or other information, you are responsible for contacting appropriate professionals to confirm the accuracy of correctness of the reports, disclosures or information.
- You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to respond to you or make any such repairs, corrections or other requested actions.
- If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk.
- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.
- The terms of the Agreement and any counter offers and addenda establish your rights and responsibilities.

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

**SELLER RIGHTS AND DUTIES:**

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.
- The terms of the Agreement establish your rights and responsibilities.
- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.

**BROKER RIGHTS AND DUTIES:**

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



# TABLE OF CONTENTS

SBSA CATEGORIES AND ALPHABETICAL INDEX						
A	B	C	D	E	F	G
Investigation of Physical Condition	Property Use and Ownership	Off-Site and Neighborhood Conditions	Legal Requirements (Federal, State and Local)	Contract Related Issues and Terms	Other Factors Affecting Property	Local Disclosures and Advisories
Pages 2-5	Pages 5-8	Pages 8-10	Pages 10-11	Pages 11-12	Pages 12-14	Page 14

	Page		Page
1. Accessory Dwelling Units .....	5	34. Marketing; Internet Advertising; Internet Blogs; Social Media .....	13
2. Arbitration .....	11	35. Mediation .....	11
3. Building Permits, Zoning and Code Compliance.....	5	36. Megan's Law Database Disclosure .....	10
4. Buyer Intended Future Use .....	5	37. Mold .....	3
5. California Fair Plan .....	6	38. Neighborhood, Area, Personal Factors, Buyer Intended Use, High Speed Rails, and Smoking Restrictions .....	9
6. Community Enhancement and Private Transfer Fees .....	12	39. Neighborhood Noise Sources .....	9
7. Death on the Property .....	10	40. 1915 Improvement Bond Mello-Roos Community District, and Other Assessment Districts .....	8
8. Earthquake Fault Zones and Seismic Hazard Zones .....	10	41. Non-Confidentiality of Offers .....	12
9. Easements, Access and Encroachments .....	2	42. Notice of Your Supplemental Property Tax Bill .....	11
10. Electronic Signatures .....	11	43. Online or Wire Funds Transfers .....	12
11. Environmental Hazards .....	2	44. Owner's Title Insurance .....	7
12. EPA's Lead-Based Paint Renovation, Repair and Painting Rule .....	10	45. PACE Loans and Liens .....	13
13. Escrow Funds .....	12	46. Pets and Animals .....	4
14. Fire Hardening, Defensible Space, and Wildfire Disasters ..	5	47. Property Tax Bill Supplemental Notice; Accurate Sales Price Reporting .....	10
15. Fire Hazards .....	10	48. Recording Devices .....	14
16. FIRPTA/California Withholding .....	10	49. Re-Keying .....	14
17. Flood Hazards .....	10	50. Rent and Eviction Control Laws and Ordinances .....	7
18. Formaldehyde .....	3	51. Retrofit, Building Requirements, and Point of Sale Requirements .....	7
19. Future Repairs, Replacements and Remodels .....	6	52. Schools .....	9
20. General Recall/Defective Product/Class Action Information .....	12	53. Sea Level Rise .....	9
21. Geologic Hazards .....	3	54. Septic Systems .....	4
22. Golf Course Disclosures .....	8	55. Short Term Rentals and Restrictions .....	8
23. Heating Ventilating and Air Conditioning Systems .....	6	56. Signing Documents Electronically .....	11
24. Historical Designation, Coastal Commission, Architectural, Landscape, Agricultural or Open Space and other Restrictions on Buildings or Improvement .....	6	57. Soil and Geologic Conditions .....	4
25. Homeowner Associations and Covenants, Conditions and Restrictions ("CC&Rs"); Charging Stations; FHA/VA Approval .....	13	58. Solar Panel Leases .....	14
26. Home Warranty .....	12	59. Square Footage, Lot Size, Boundaries and Surveys .....	4
27. Identification of Natural Persons Behind Shell Companies in All-Cash Transactions .....	12	60. Swimming Pool, Security and Safety .....	8
28. Inspections .....	3	61. Underground Pipelines and Utilities .....	9
29. Insurance, Title Insurance and Title Insurance After Foreclosure .....	6	62. Views .....	8
30. Land Lease .....	7	63. Water Intrusion .....	4
31. Legal Action .....	13	64. Water Shortages and Conservation .....	8
32. Liquidated Damages .....	11	65. Well and Water System(s) .....	4
33. Marijuana and Methamphetamine Labs .....	7	66. Wildlife .....	9
		67. Wood Destroying Pests .....	5
		68. Zone Maps May Change .....	11

## A. Investigation of Physical Conditions

- EASEMENTS, ACCESS AND ENCROACHMENTS:** Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised and Broker(s) recommend that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- ENVIRONMENTAL HAZARDS:** Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage

SBSA REVISED 6/22 (PAGE 2 OF 14)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 2 OF 14)

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tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. Some municipalities may impose additional requirements regarding underground storage tanks, which may be more common in certain areas and cities throughout the State, especially where there are larger, older homes built before 1935. It is possible that these tanks, either now or in the future, may require inspections or abatement. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home." Brokers do not have expertise in this area.

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





existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in this area.

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



bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.

- 13. WOOD DESTROYING PESTS:** Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 14. FIRE HARDENING, DEFENSIBLE SPACE, AND WILDFIRE DISASTERS:** California is subject to wildfires which have resulted in damage and destruction of many properties located in the state. Several recent state laws have mandated disclosures by sellers when selling properties in certain identified zones, such as "high" or "very high" fire severity zones. Additionally, state law mandates that sellers provide buyers with statements of compliance with local mandates if adopted by local agencies. The Property may be located in a high or very high fire severity zone. This may impact the availability of insurance and the ability to build or rebuild structures on the Property. Additionally, there may be requirements that certain fire prevention steps may be mandated. Information on fire hardening, including current building standards and information on minimum annual vegetation management standards to protect homes from wildfires, can be obtained on the internet website <http://www.readyforwildfire.org>. Cal Fire has made available a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. The viewer is available at <https://egis.fire.ca.gov/FHSZ/>. Below is a partial list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.
- A. California Department of Insurance ("Wildfire Resource") <http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm>; 1-800-927-4357
  - B. Governor's Office of Emergency Services "Cal OES" California Wildfires Statewide Recovery Resources <http://wildfirerecovery.org/>
  - C. California Department of Forestry and Fire "Cal Fire" <http://fire.ca.gov/> and <https://www.readyforwildfire.org/>
  - D. California Department of Transportation <https://calsta.ca.gov/>
  - E. California Attorney General <https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1>

Brokers do not have expertise in this area.

## B. Property Use and Ownership

- 1. ACCESSORY DWELLING UNITS:** Accessory Dwelling Units (ADUs) are known by many names: granny flats, in-law units, backyard cottages, secondary units and more. California has passed laws to promote the development of ADUs. Additional information about ADUs can be found at <http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml>. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use and rentability of the Property, its development and size. Brokers do not have expertise in this area.
- 2. BUILDING PERMITS, ZONING AND CODE COMPLIANCE:** Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Certain governmental agencies may require periodic inspections to occur in the future. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 3. BUYER INTENDED FUTURE USE OF, AND MODIFICATIONS TO, THE PROPERTY:** Buyer and Seller are advised that Seller's existing use of the property may not be consistent with Buyer's intended use or any future use that Buyer makes of the property, whether or not Buyer has any current plans to change the use. Buyer is advised to check with appropriate government agencies or third party professionals to verify what legal requirements are needed to accommodate any change in use. In addition, neither Seller nor Broker make any representations as to what modifications Buyer can make to the Property after close of escrow as well as any cost factors associated with any such modifications. Buyer is advised to check with his own licensed contractor and other such professionals as well as with the appropriate government agencies to determine what modifications Buyer will be allowed to make after close of escrow. Brokers do not have expertise in this area.



4. **CALIFORNIA FAIR PLAN:** Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.
5. **FUTURE REPAIRS, REPLACEMENTS AND REMODELS:** Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
6. **HEATING VENTILATING AND AIR CONDITIONING SYSTEMS:** Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC): (i) Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website <https://www.energy.ca.gov/programs-and-topics/programs/home-energy-rating-system-hers-program>. Home warranty policies may not cover such inspections or repairs, (ii) the phase out of the use of HCFC-22 (R-22 Freon) will have an impact on repairs and replacement of existing air conditioning units and heat pumps. The production and import of HCFC-22 ended January 1, 2020. Existing systems may continue to be used and HCFC-22 recovered and reclaimed or that was produced prior to 2020 can help meet the needs of existing systems, however, costs may rise. More information is available from the Environmental Protection Agency at [https://www.epa.gov/sites/production/files/2018-08/documents/residential\\_air\\_conditioning\\_and\\_the\\_phaseout\\_of\\_hcfc-22\\_what\\_you\\_need\\_to\\_know.pdf](https://www.epa.gov/sites/production/files/2018-08/documents/residential_air_conditioning_and_the_phaseout_of_hcfc-22_what_you_need_to_know.pdf) and <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>, and (iii) New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at [http://www.eere.energy.gov/buildings/appliance\\_standards/product.aspx/productid/27](http://www.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27). If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
7. **HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS:** Buyer and Seller are advised that the Property may be: (i) designated as a historical landmark, (ii) protected by a historical conservancy, (iii) subject to an architectural or landscaping review process, (iv) within the jurisdiction of the California Coastal Commission or other government agency, or (v) subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions or requirements regarding Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.
8. **INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE:** Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner's Association Insurance and the type of insurance coverage that Buyer may purchase. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurer as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.
9. **LAND LEASE:** Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease





the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.

**10. MARIJUANA, CANNABIS, AND METHAMPHETAMINE LABS:** Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" <https://oag.ca.gov/system/files/attachments/press-docs/MEDICINAL%20CANNABIS%20Guidelines.pdf> and the U.S. Department of Justice memo regarding marijuana prosecutions at <https://www.justice.gov/opa/press-release/file/1022196/download>. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.

**11. OWNER'S TITLE INSURANCE:** The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that Buyers be provided with the following notice: "IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING."

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

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

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

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

**14. SHORT TERM RENTALS AND RESTRICTIONS:** Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent-out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and



Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.

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

## C. Off-Site and Neighborhood Conditions

- 1. GOLF COURSE DISCLOSURES:** Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: **(i)** Stray golf balls – Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. **(ii)** Noise and lighting – The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. **(iii)** Pesticides and fertilizer use – A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. **(iv)** Irrigation system – Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. **(v)** Golf carts – Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. **(vi)** Access to golf course from residences – It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. **(vii)** View obstruction – Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. **(viii)** Water restrictions – As some municipalities face water shortages, the continued availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter. Brokers do not have expertise in this area.
- 2. NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS:** Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection,



other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions <http://www.faa.gov/uas/faqs/>). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at [www.cahighspeedrail.ca.gov/](http://www.cahighspeedrail.ca.gov/). The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions. Brokers do not have expertise in this area.

3. **NEIGHBORHOOD NOISE SOURCES:** Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.
4. **SCHOOLS:** Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.
5. **UNDERGROUND PIPELINES AND UTILITIES:** Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's inspection contingency period. Brokers do not have expertise in this area.
6. **WILDLIFE:** California is the home to many species of wildlife. The location of homes in California continues to expand into areas that are the natural habitat of wildlife and the Property may be in such an area. Wildlife may become a nuisance especially if the availability of their natural sources of food or water is limited. Buyer should investigate the need to implement mitigation measures at the Property including but not limited to the use of animal-resistant garbage containers, and other appropriate measures depending on the species and habitat involved. Brokers do not have expertise in this area.
7. **SEA LEVEL RISE/COASTAL PROPERTIES:** Sea level rise has the potential to affect coastal residents, recreation, and development. Coastal communities may or may not have addressed the potential impact. The following is a non-exclusive list of issues that may be impacted by sea level rise: **(i)** Shoreline, beach and bluff erosion, and flooding; **(ii)** The effectiveness of seawalls and bulkheads, whether built with or without permits; **(iii)** Seaward construction, development or improvement to existing structures; **(iv)** The enactment of geological hazard abatement districts and assessments; and **(v)** The location of the "mean high tide line" which is used to delineate shoreline boundaries for some coastal properties.

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

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

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

SBSA REVISED 6/22 (PAGE 9 OF 14)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 9 OF 14)

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

1. **DEATH ON THE PROPERTY:** California Civil Code § 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when § 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing. Brokers do not have expertise in this area.
2. **EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** Buyer and Seller are advised that California Public Resources Code §§ 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones. Brokers do not have expertise in this area.
3. **EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at <http://www.epa.gov/lead> for more information. Buyer and Seller are advised to consult an appropriate professional. Brokers do not have expertise in this area.
4. **FIRE HAZARDS:** Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code § 4136 and California Government Code §§ 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Buyer is advised that there is a potential for fires even outside designated zones. Brokers do not have expertise in this area.
5. **FIRPTA/CALIFORNIA WITHHOLDING:** Buyer and Seller are advised that: (i) Internal Revenue Code § 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the Buyer acquires the property as Buyer's residence and the price does not exceed \$1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is \$300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code § 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.
6. **FLOOD HAZARDS:** Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code § 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.
7. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <http://www.meganslaw.ca.gov/>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers, in any, are required to check this website. If Buyer wants further information, Buyer should obtain information directly from this website.) Brokers do not have expertise in this area.



- 8. NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING:** Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following notice to the Buyer:

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

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

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

- 9. ZONE MAPS MAY CHANGE:** Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA. Brokers do not have expertise in this area.

## E. Contract Related Issues and Terms

- 1. SIGNING DOCUMENTS ELECTRONICALLY:** The ability to use electronic signatures to sign legal documents is a great convenience, however Buyers and Sellers should understand they are signing a legally binding agreement. Read it carefully. Although electronic signature programs make it easy to skip from one signature or initial line to another, Buyers and Sellers are cautioned to only sign if they have taken the time necessary to read each document thoroughly, understand the entire document, and agree to all of its terms. Do not just scroll through or skip to the next signature or initial line, even if you have reviewed an earlier draft of the document. If you have questions or do not understand a provision, before you sign ask your Broker, Agent or legal advisor about the contract term and sign only if you agree to be bound by it. Some signature or initial lines are optional, such as for the liquidated damages and arbitration clauses. Consider your decision before signing or initialing. See below for more information on the liquidated damages and arbitration clauses. If there are more than one buyer or seller, each must sign or initial on their own. Do not sign or initial for anyone else unless you have a power of attorney for that person or are otherwise legally authorized, in writing, to sign or initial for another. Print or electronically store a copy of the document for your own records. Brokers do not have expertise in this area.
- 2. LIQUIDATED DAMAGES:** Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form DID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.
- 3. MEDIATION:** Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails. Brokers do not have expertise in this area.
- 4. ARBITRATION:** Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration



decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.

5. **ESCROW FUNDS:** Buyer and Seller are advised that California Insurance Code § 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.
6. **HOME WARRANTY:** Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.
7. **IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS:** The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require U.S. title insurance companies to identify the natural persons behind shell companies used to pay "all cash" for high- end residential real estate in certain major metropolitan areas. FinCEN explained that it remains concerned that all- cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies or other similar structures. Since the original issuance, the GTOs have been renewed and may continue to be renewed. The GTOs cover the following areas in California: Los Angeles, San Francisco, San Mateo, Santa Clara and San Diego Counties. The monetary thresholds for each county is \$300,000. GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.
8. **NON CONFIDENTIALITY OF OFFERS:** Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form CND). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller. Brokers do not have expertise in this area.
9. **ONLINE OR WIRE FUNDS TRANSFERS:** Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers, verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

## F. Other Factors Affecting Property

1. **COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES:** Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations § 1228 for more information and exceptions. Private transfer fees: (i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.
2. **GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION:** Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at





<http://www.cpsc.gov/> during Buyer's inspection contingency period. Another source affiliated with the CPSC is <http://saferproducts.gov/> which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.

- 3. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL:** Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code § 4745. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.
- 4. LEGAL ACTION:** Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: **(i)** whether the legal action or any resolution of it affects Buyer and the Property, **(ii)** if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and **(iii)** if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters. Brokers do not have expertise in this area.
- 5. MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA:** Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies, and it may or may not reflect the opinions or representations by the Broker. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.
- 6. PACE LOANS AND LIENS:** The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on a property for the amount owed plus interest. A property owner repays the entity for the improvements as a special tax assessment on the property tax bill over

**SBSA REVISED 6/22 (PAGE 13 OF 14)**

**STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 13 OF 14)**

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10122 Bismark



EQUAL HOUSING  
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a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. Residential Purchase Agreement (C.A.R. Form RPA), whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.

- 7. **RE-KEYING:** All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA. Brokers do not have expertise in this area.
- 8. **SOLAR PANEL LEASES:** Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyers willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.
- 9. **RECORDING DEVICES:** Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices. Brokers do not have expertise in this area.

## G. Local Disclosures and Advisories

### 1. LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

The following disclosures or advisories are attached:

- A.  \_\_\_\_\_
- B.  \_\_\_\_\_
- C.  \_\_\_\_\_
- D.  \_\_\_\_\_

**Buyer and Seller are encouraged to read all 14 pages of this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of all 14 pages of this Advisory.**

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

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

SELLER Patrick Michael Kohler The AMR Family Revocable Living Trust Date 04-26-2023

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

Real Estate Broker (Buyer's Brokerage Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_

Real Estate Broker (Seller's Brokerage Firm) First Team Real Estate DRE Lic. # 01008773

By Dani Lyn Walker DRE Lic.# 01309428 Date 04-24-2023  
**Dani Lyn Walker**

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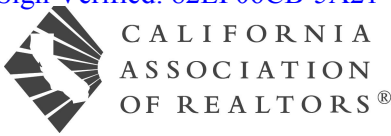
**SBSA REVISED 6/22 (PAGE 14 OF 14)**

**STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 14 OF 14)**

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10122 Bismark





WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (C.A.R. Form WHSD, Revised 11/10)

Property Address: 10122 Bismark Drive, Huntington Beach, CA 92646

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

WATER HEATER STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion.
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law.
4. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller Signature: Patrick Michael Kohler, Print Name: The AMR Family Revocable Living Trust, Date: 04-26-2023

Seller Signature line, Print Name line, Date line

The undersigned hereby acknowledge(s) receipt of a copy of this document.

Buyer Signature line, Print Name line, Date line

Buyer Signature line, Print Name line, Date line

SMOKE DETECTOR STATEMENT OF COMPLIANCE

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

Seller Signature: Patrick Michael Kohler, Print Name: The AMR Family Revocable Living Trust, Date: 04-26-2023

Seller Signature line, Print Name line, Date line

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement of Compliance.

Buyer Signature line, Print Name line, Date line

Buyer Signature line, Print Name line, Date line

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WHSD REVISED 11/10 (PAGE 1 OF 1)

WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (WHSD PAGE 1 OF 1)





REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR SELLER REPRESENTATIVES)

(C.A.R. Form RCSD-S, Revised 12/21)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

The disclosure in this form supersedes any Legally Authorized Signer representation or Representative Capacity Signature Disclosure made in the Agreement specified below or on separate form.

This is a disclosure to the Purchase Agreement, OR [X] Listing Agreement, [ ] Other [ ] ("Agreement"),

dated 03/10/2023, for the property known as 10122 Bismark Drive, Huntington Beach, CA 92646 ("Property"),

between First Team Real Estate ("Buyer", [X] Listing Broker).

And The AMR Family Revocable Living Trust ("Seller").

Buyer and Seller are referred to as the "Parties." If a trust, in the blank line above identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

1. A. [X] TRUST: (1) The Property is held in trust pursuant to a trust document, titled (Full name of trust): The AMR Family Revocable Living Trust

(2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust.

B. [ ] ENTITY: Seller is a [ ] Corporation, [ ] Limited Liability Company, [ ] Partnership [ ] Other: which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above [ ] is [ ] is not attached.

C. [ ] POWER OF ATTORNEY: Seller ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney [ ] Specific Power of Attorney for the Property, dated . This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.

D. [ ] ESTATE: (1) Seller is an [ ] estate, [ ] conservatorship, or [ ] guardianship, identified by Superior Court Case name as , Case # .

(2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Seller's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Seller: By [Signature] SUCCESSOR TRUSTEE Date: 3/10/2023

(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) Patrick Michael Kohler Title: SUCTR

By Date:

(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)

(Print Representative Name) Title:

Acknowledgement of Receipt by Other Party:

AT TIME OF SALE Seller and ("Buyer") are parties to a Purchase Agreement dated for property known as 10122 Bismark Drive, Huntington Beach, CA 92646. Buyer Date Buyer Date



**AT TIME OF LISTING AGREEMENT**

Seller and FIRST TEAM ("Seller's Broker")

are parties to a Listing Agreement dated 3-10-23

Real Estate Broker FIRST TEAM

By [Signature] Date 3/10/23

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RCSD-S REVISED 12/21 (PAGE 2 OF 2)



**REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-S PAGE 2 OF 2)**



TRUST ADVISORY
For Properties Being Sold by the Trustee of a Trust
(C.A.R. Form TA, Revised 12/21)

Property Address: 10122 Bismark Drive, Huntington Beach, CA 92646 ("Property").

Property is being held in a revocable or irrevocable trust for the benefit of those persons or entities named as beneficiaries in the trust. For the purpose of the sale of Property, the trustee of the trust is treated as the Seller. Even if Seller is exempt from some obligations, Seller must still comply with many others. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the contract between them. If Property is placed in a trust, any trustee must complete a TDS and other disclosures that would be required of other owners if: (i) any such trustee is a natural person AND (ii) the trust is a revocable trust, AND (iii) the trustee either is the former owner of Property or was an occupant in possession of Property within the preceding year. The disclosures are required of any trustee who meets the above requirements even if other trustees do not.

1. SELLER MUST COMPLY WITH THE FOLLOWING:

- A. Known Material Fact Disclosures: Seller is obligated to disclose known material facts affecting the value and desirability of the Property even if the specific Real Estate Transfer Disclosure Statement Form is not required to be completed.
B. Hazard Zones: Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States.
C. Smoke Detectors: The sale is not exempt from the State requirements that, for single family residences, operable smoke detectors be in place. It is negotiable between Buyer and Seller who is to pay for the cost of compliance.
D. Water Heaters: The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped and that Seller provide a written statement of compliance to Buyer.
E. Lead-based Paint: The Seller is not exempt from the federal obligation to: (i) disclose known lead-based paint and lead-based paint hazards; (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the Property; (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home;" and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
F. Carbon Monoxide Devices: The sale is not exempt from the State requirement that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
G. Water Conserving Plumbing Fixtures: The Sale is not exempt from the State requirement that (i) single family residences built before January 1, 1994 be equipped with water conserving plumbing fixtures by January 1, 2017 and multi-family and commercial properties be equipped with water conserving plumbing fixtures by January 1, 2019; (ii) Sellers disclose to Buyers the requirements of the law; and (iii) sellers disclose to Buyers whether the Property contains any non-compliant plumbing fixtures. See C.A.R. Form WCMD for further information.
H. Tax Withholding: The sale is not exempt from providing information pertaining to the withholding obligation under either the federal "FIRPTA" or the California withholding requirements upon the sale of real property. Federal: For federal purposes, a non-resident alien includes a fiduciary. A trustee is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: The trust may be exempt from withholding (but not the completion of the real estate withholding certificate) if: (i) the trust was revocable prior to the decedent's death; (ii) the Property was last used as the decedent's principal residence; and (iii) the trustee is electing to treat the trust as part of the decedent's estate under IRC § 645 (see Instructions for FTB Form 593-C).
I. Megan's Law Database Disclosure: The sale is not exempt from the requirement that residential sales contracts contain the following notice regarding the availability of information about registered sex offenders: "Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides." (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

(With Listing) Broker's Initials [Signature]

(With RPA) Buyer's Initials [Signature]

Seller's Initials [Signature]





2. SELLER MAY BE EXEMPT FROM THE FOLLOWING:

A. (i) Disclosure Statements: Seller, unless specified in 2A(ii), does not have to complete, sign and provide Buyer with a Real Estate Transfer Disclosure Statement or Natural Hazard Disclosure Statement (C.A.R. Forms TDS and NHD). Seller remains obligated to make the disclosures and comply with the items specified in Paragraph 1.

(ii) If Property has been placed in a trust, the trustee(s) of the trust is considered the Seller for the purpose of complying with disclosure laws. Seller must complete, sign and provide Buyer with a TDS if (1) the Seller is a natural person, AND (2) the trust is a revocable trust, AND (3) the trustee is either a former owner of the Property or was an occupant in possession of the Property within the preceding year.

B. Other Exemptions: Unless paragraph 2A(ii) applies, Seller is exempt from providing Buyer with a Mello- Roos district lien disclosure, an Improvement Bond Act of 1915 notice, a Supplemental Property Tax notice, a Notice of Private Transfer Fee pursuant to California Civil Code §§ 1102 et seq. completing and providing either a Homeowner's or Commercial Property Owners Guide to Earthquake Safety, including any corresponding form.

C. Exempt Seller Disclosures: Even exempt Sellers have statutory or contractual obligations to make certain disclosures and may, or are required by contract to, use an Exempt Seller Disclosure (C.A.R. Form ESD) and is strongly encouraged to do so.

3. OTHER CONSIDERATIONS:

A. Local Law: Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, emergency gas shut-off valves or installation of smoke detectors). Local law should be consulted to determine if sales by a trustee of a trust are exempt from such requirements.

B. Death: If the Property is being sold because of the death of an occupant of the Property, and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to Seller.

4. BROKERS:

A. Inspection: The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. Form AVID.

B. Agency: The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units, commercial Property and vacant land.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Trust Advisory.

Seller [Signature] The AMR Family Revocable Living Trust Date 2/10/2023

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

AT-TIME OF LISTING
Real Estate Broker First Team Real Estate
By [Signature] Dani Lyn Walker Date 3-10-23

AT TIME OF SALE
Buyer \_\_\_\_\_ Date \_\_\_\_\_
Buyer \_\_\_\_\_ Date \_\_\_\_\_

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ADDITIONAL AGENT ACKNOWLEDGEMENT (C.A.R. Form AAA, Revised 12/21)

This is an addendum to the Purchase Agreement, OR [X] Residential Listing Agreement, [ ] Buyer Representation Agreement, [ ] Other, dated 03/10/2023, on property known as 10122 Bismark Drive, Huntington Beach, CA 92646 between [ ] Buyer/Tenant/Broker and [ ] Seller/Landlord/Broker The AMR Family Revocable Living Trust

- 1. Check ONE box ONLY. If more than one applies, use separate forms for each. A. [X] Multiple Associate-Licensees working with Seller/Landlord; OR B. [ ] Multiple Associate-Licensees working with Buyer/Tenant; 2. A. The real estate licensees named below are all conducting real estate licensed activity under the same Broker: Real Estate Broker name: First Team Real Estate If applicable, Team Name: B. The licensees below have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity and have informed Broker of, or given Broker a copy of, that separate written agreement. C. Agent Dani Walker DRE Lic # 01309428 Agent Rosemarie Sire DRE Lic # 00779859 Agent DRE Lic # Agent DRE Lic # Agent DRE Lic # 3. By signing below, all parties understand, acknowledge and agree that, wherever the name of any licensee above is indicated in the Agreement or related document, as a representative for the Buyer or Seller specified in 1A or B above, the other licensees shall also be deemed to be named. Listing Broker and Seller signatures are not necessary if this form is only used to modify a Buyer Representation Agreement. Selling Broker and Buyer signatures are not necessary if this form is only used to modify a Listing Agreement.

Buyer/Tenant Date Buyer/Tenant Date Seller/Landlord The AMR Family Revocable Living Trust Date 3/10/2023 Seller/Landlord Date Seller's Brokerage Firm First Team Real Estate DRE Lic. #01008773 By Dani Lyn Walker DRE Lic. # 01309428 Date 3-10-23 Buyer's Brokerage Firm DRE Lic. # By DRE Lic. # Date

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Report Date: 3/13/2023  
 Report Number: 31235-287  
 Subject Property: 10122 BISMARK DR  
 APN: 155-033-09  
 Page Number: Invoice

**Subject Property:**  
 10122 BISMARK DR  
 HUNTINGTON BEACH, CA 92646  
 APN#: 155-033-09

**Ordered By:**  
 Julie Parker  
 Granite Escrow  
 (949) 554-8953

**Bill To:**  
 Julie Parker  
 Granite Escrow  
 (949) 554-8953  
 Escrow #: 04-4100-JJP

Product Description	Billing Terms	Amount Owed
Residential NHD Report + Environmental Report	Bill Escrow	\$94.95

-----  
**\$94.95**

### NATURAL HAZARD DISCLOSURE

This Natural Hazard Disclosure ("Report") complies with Civil Code Section 1103 et seq. The maps and data cited herein were reviewed using the assessor parcel number ("APN") and/or the physical address listed in this Report ("Property"). Not all publicly available data regarding the Property is included in this Report. No physical inspection of the Property has been performed. Therefore, MyNHD, Inc. ("MyNHD") recommends a Certified Engineering Geologist or Professional Engineer be consulted to address specific concerns about the Property. This Report was prepared in accordance with, and therefore subject to, all of the conditions and limitations stated in the Report including the "Terms and Conditions" contained therein. An explanation of each category of disclosure is included later in this Report. The terms "No Map" or "Not Mapped" indicate that a disclosure map is not available from the governmental agency relative to specific disclosure in this Report. MyNHD has relied upon the statutes identified and has reviewed the maps and records specifically required for disclosure pursuant to California law. This information is made available to the public so that determinations if and to what extent each statute applies to the Property can be made. Receipt/use of this Report by recipient or any third party constitutes acceptance of the Terms and Conditions detailed at the end of this Report. This Report is not a policy of insurance or a warranty. This Report is prepared by MyNHD to comply with California law relating to public record information in connection with the sale of residential real estate. Please read the Terms and Conditions carefully.

**Please return bottom portion with payment. Please do not staple check to stub.**

----- TEAR-OFF HERE -----

----- TEAR-OFF HERE -----

Received from:  
 Granite Escrow  
 Escrow #: 04-4100-JJP



31235-287

**10122 BISMARK DR  
 HUNTINGTON BEACH, CA 92646  
 155-033-09**

Make Checks Payable to:

**MyNHD, Inc.  
 PO Box 849337  
 Los Angeles, CA 90084-9337**

**REPORT NUMBER: 31235-287  
 Amount Due: \$94.95**



Report Date: 3/13/2023
Report Number: 31235-287
Subject Property: 10122 BISMARK DR
APN: 155-033-09
Page Number: 1 (Signature Page)

NATURAL HAZARD DISCLOSURE STATEMENT

NOTICE: This acknowledgement page does not represent the entire natural hazard disclosure report issued by MyNHD. Buyer acknowledges receipt of the entire NHD report and agrees to be bound by the terms and conditions thereof.

APN: 155-033-09 ADDRESS: 10122 BISMARK DR HUNTINGTON BEACH, CA 92646

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the subject property.

The following are representations made by the transferor and his or her agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the transferee and transferor.

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 Information is 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 No Information is not available from local jurisdiction

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

Yes 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 No

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

Yes No

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.

Yes (Landslide Zone) No Map is not yet released by state

Yes (Liquefaction Zone) No Map is not yet released by state

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEEE(S) AND TRANSFEROR(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

Signature of Agent(s) Date Signature of Agent(s) Date

Check only one of the following:

Transferor(s) (Seller(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

X Transferor(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 Civil Code Section 1103.7, 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 Civil Code Section 1103.4. Neither transferor(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.

Transferee (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 transferor's or agent's disclosure obligations in this transaction.

This statement was prepared by the following provider: Third-Party Disclosure Provider(s) MyNHD, Inc. Date 3/13/2023

PLEASE VERIFY THE STREET ADDRESS AND ASSESSOR'S PARCEL NUMBER PROVIDED TO MyNHD FOR ACCURACY.

There are other statutory disclosures, determinations and legal information in the Report. Refer to Report for these additional disclosures, determinations and legal information. With their signature below, Transferee(s) also acknowledge(s) they have received, read, and understand this document, the Terms and Conditions, and the additional disclosures, determinations and legal information provided in this Report, in the AB 38 Advisory and information, in the tax disclosures (Mello-Roos and Special Assessments), in the Environmental Report (if ordered), and in the required notices and booklets/information regarding Environmental Hazards, Earthquake Safety, Home Energy Rating System, Lead-Based Paint and Mold, which booklets/information are available at https://www.MyNHD.com/booklets/combined\_booklets\_engl.pdf.

Signature of Buyer(s) Date Signature of Buyer(s) Date



[VIEW ALL MAPS](#)

Report Date: 3/13/2023  
 Report Number: 31235-287  
 Subject Property: 10122 BISMARK DR  
 APN: 155-033-09  
 Page Number: 2 (Summary Page)

## NATURAL HAZARD DISCLOSURE REPORT SUMMARY

**Subject Property:** 10122 BISMARK DR HUNTINGTON BEACH, CA 92646  
**APN:** 155-033-09

**This property is located in/within:**

**Yes No**

**Details:**

A Special Flood Hazard Area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Page 3</a>
An Area of Potential Flooding Due to Dam Inundation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">Page 3</a>
A Very High Fire Hazard Severity Zone	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Page 3</a>
A State of California Fire Responsibility Area (SRA)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Page 3</a>
A High/Very High Fire Hazard Zone in the SRA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Page 3</a>
An Earthquake Fault Zone	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Page 3</a>
A Landslide Seismic Hazard Zone	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Page 4</a>
A Liquefaction Seismic Hazard Zone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">Page 4</a>
1 Mile of a Former Military Ordnance Site	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Page 4</a>
1 Mile of a Commercial/Industrial Use Zone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">Page 4</a>
2 Miles of FAA Approved Landing Facility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Page 4</a>
An Airport Influence Area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Page 4</a>
Tsunami Inundation Hazard	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Page 4</a>
Right to Farm/Important Farmland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">Page 5</a>
A Naturally Occurring Asbestos Area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Page 5</a>
Critical Habitats	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Page 5</a>
1 Mile of a Mining Operation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Page 5</a>
Sustainable Groundwater Management Act	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<a href="#">Page 5</a>
A Methane Gas Zone	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Page 6</a>
Gas and Hazardous Liquid Transmission Pipelines	Included		<a href="#">Page 7</a>
City/County Hazard Disclosures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Page 8, 9</a>
Supplemental Fire Hazard Severity Zone (AB 38)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Page 8, 9</a>
A Mello-Roos Community Facility District	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Page 10</a>
A Special Tax Assessment District	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<a href="#">Page 11</a>
Property Tax Breakdown/Tax Calculator	Included		<a href="#">Page 12, 13, 14</a>
Notice of Supplemental Property Tax Bill/Transfer Tax Disclosure	Included		<a href="#">Page 15</a>
Notice of Database Disclosure/Duct Sealing Requirements	Included		<a href="#">Page 17</a>
Contaminated Water Advisory	Included		<a href="#">Page 17</a>
Notice of Energy Efficiency Standards/Tax Credit Advisory	Included		<a href="#">Page 18</a>
Notice of Williamson Act	Included		<a href="#">Page 18</a>
Mold Addendum/Notice of Methamphetamine Contamination	Included		<a href="#">Page 19</a>
Notice of Abandoned Water Wells and Oil/Gas Wells	Included		<a href="#">Page 19</a>
Notice of Naturally Occurring Asbestos / Radon Gas Advisory	Included		<a href="#">Page 20</a>
Notice of Abandoned Mines/Wood-Burning Heater Advisory	Included		<a href="#">Page 20</a>
Environmental Report	Included		<a href="#">Page 21</a>
Notice of Terms and Conditions	Included		<a href="#">Page 28</a>

**This Report Summary merely summarizes the research results contained in this full MyNHD Report, and does not, in any way, reduce or eliminate the need to read the Report in its entirety. Please verify the street address and APN for accuracy.**



## EXPLANATIONS AND NOTICES

### SPECIAL FLOOD HAZARD AREAS

SUBJECT PROPERTY  IS  IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA

Special Flood Hazard Areas have been mapped by the Federal Emergency Management Agency (FEMA) on their Flood Rate Insurance maps. Special Flood Hazard Areas are located with the 100-year flood plain and are designated as either Zone A (Inland area) or Zone V (Coastal areas). Flood insurance is required by lenders for properties located within a Zone A or Zone V. FEMA periodically removes a property or a group of properties from a Special Flood Hazard Area based on information provided by cities, counties, or homeowners. The revised status of the property or properties is provided in a Letter of Map Amendment (LOMA) or in a Letter of Map Revision (LOMR). A search for a specific LOMA or LOMR is outside the scope of this report. Please visit [www.fema.gov](http://www.fema.gov) to search for a specific LOMA or LOMR.

Irrespective of the FEMA Flood Cert. determination as to whether the structure or property have been removed from the Special Flood Hazard Area, the property may be subject to limitations on development due to concerns over potential flooding. If there are concerns relative to the viability of potential development on the subject property an inquiry should be made with the local building and safety department.

### AREAS OF POTENTIAL FLOODING FROM DAM FAILURES [View Map](#)

SUBJECT PROPERTY  IS  IS NOT LOCATED IN A DAM INUNDATION ZONE

Maps have been prepared for most dams in the State of California that show the potential flooding areas due to dam failure. The maps are reviewed and approved by the California Office of Emergency Services. Local offices of emergency services have prepared evacuation plans in the areas affected by potential dam failure inundation.

Dam Name(s): Prado

### VERY HIGH FIRE HAZARD SEVERITY ZONES

SUBJECT PROPERTY  IS  IS NOT LOCATED IN A VERY HIGH FIRE SEVERITY ZONE

Very High Fire Hazard Severity Zones have been mapped by the California Department of Forestry and Fire Protection to indicate area with increase fire risk. The Map by the California Department of Forestry and Fire Protection (CDF), dated January 2006, does not reflect changes made at the local level. Therefore, the CDF recommends verifying status with the local fire department. Brush clearing and other fire defense improvements are required for properties located in Very High Fire Hazard Severity Zones. Please contact the local fire department for fire defense and maintenance requirements.

### STATE OF CALIFORNIA FIRE RESPONSIBILITY AREA

SUBJECT PROPERTY  IS  IS NOT LOCATED IN A STATE FIRE RESPONSIBILITY AREA

SUBJECT PROPERTY  IS  IS NOT LOCATED IN A HIGH/VERY HIGH FIRE HAZARD ZONE PER 2007/8 SRA ZONE MAP

Wildland areas that may contain substantial forest fire risk and hazards have been mapped by the California Department of Forestry and Fire Protection to indicate areas with increased fire risk. These areas are also known as State Fire Responsibility Areas because the State of California has primary responsibility for fire prevention and suppression. In addition, the property owner may be responsible for structure protection and is responsible for brush clearing and other fire defense improvements. Please contact the county fire department for fire defense and maintenance requirements. If subject property is in a High/Very High Fire Hazard Zone per 2007/8 SRA zone map, the State may not have fire fighting responsibility. Please check with your local fire authority.

### ALQUIST-PRIOLO EARTHQUAKE FAULT ZONES

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

The purpose of the Alquist-Priolo Earthquake Fault Zoning Act is to regulate development near active faults in order to mitigate hazards associated with ground rupture. The State Geologist through the California Geological Survey has provided maps that show specific zones around active faults. Development of a property located within an Earthquake Fault Zone will likely require a fault study by State-licensed geologist. The determination made in this report does not indicate whether or not an active fault is located on the subject property and is not a substitute for a fault study by a State Licensed geologist.



**SEISMIC HAZARD ZONES**

View Map:

[Liquefaction](#)

SUBJECT PROPERTY  IS  IS NOT LOCATED IN A LANDSLIDE HAZARD ZONE  MAP NOT YET RELEASED BY STATE

SUBJECT PROPERTY  IS  IS NOT LOCATED IN A LIQUEFACTION HAZARD ZONE  MAP NOT YET RELEASED BY STATE

The purpose of the Seismic Hazards Mapping Act is to regulate development in areas determined to have increased risk of the seismic hazards of liquefaction and earthquake-induced land sliding. The California Geological Survey provides maps delineating liquefaction hazard zones and earthquake-induced landslide hazard zones. Although not all areas of the state have been mapped, the California Geological Survey is currently mapping additional areas. Liquefaction is a seismic hazard in which sediments below the water table lose strength as a result of strong earthquake ground shaking. Saturated soils comprised of sands and silts that are within 40 feet of the ground surface have a higher potential for liquefaction. Liquefaction is a rare, but real phenomenon that can result in damage to structures.

**FORMER MILITARY ORDNANCE SITE DISCLOSURE**

SUBJECT PROPERTY  IS  IS NOT WITHIN 1 MILE OF A KNOWN FORMER MILITARY ORDNANCE SITE

Military Ordnance sites are areas that were previously used for military training and that may contain unexploded munitions or other hazardous materials. Sites closed prior to 1989 are part of the Formerly Used Defense Sites database maintained by the United States Department of Defense. Current military bases or those closed after 1989 are not a part of the Formerly Used Defense Sites database.

**COMMERCIAL/INDUSTRIAL DISCLOSURE**

[View Map](#)

SUBJECT PROPERTY  IS  IS NOT LOCATED WITHIN 1 MILE OF A PROPERTY ZONED FOR COMMERCIAL/INDUSTRIAL USE

The disclosure regarding the Subject Property’s proximity to a zone or district allowing heavy commercial Industrial use zones is based upon currently available public records and excludes entirely agricultural properties. A physical inspection of the Subject Property has not been made. The calculation of the one-mile proximity measurement is based upon the distance between the Subject Property’s street address and the street address of the next closest property allowing heavy commercial Industrial use. This is an actual knowledge disclosure required by the seller on the Transfer Disclosure Statement. There could be other nuisances not covered by this commercial industrial zoning.

**FAA APPROVED LANDING FACILITY**

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

A search of data from the Federal Aviation Administration was made to determine if the property is located within two miles of a public/private FAA approved landing facility (i.e., an airport). Properties within proximity to airports/flight paths may experience airport noise and/or other nuisances. For more information please visit [https://www.faa.gov/airports/environmental/airport\\_noise/](https://www.faa.gov/airports/environmental/airport_noise/).

**AIRPORT INFLUENCE AREA “AIA”**

SUBJECT PROPERTY  IS  IS NOT LOCATED IN AN AIRPORT INFLUENCE AREA “AIA”

An Airport Influence Area is determined and mapped by the local Airport Land Use Commission. A property with an Airport Influence Area may be subject to annoyances and inconveniences associated with proximity to airport operations. Concerns about an Airport Influence Area should be addressed to the local Airport Land Use Commission. Inclusion of private and military airports vary by county and may or may not be included in this disclosure report.

**TSUNAMI INUNDATION HAZARD**

SUBJECT PROPERTY  IS  IS NOT LOCATED IN A TSUNAMI INUNDATION AREA

A tsunami is a sea wave typically generated by a submarine earthquake, but may be caused by an offshore landslide or volcanic action. A large offshore earthquake, typically a magnitude 7 or greater, may generate a tsunami. Properties located along the California coastline have a potential for inundation from a tsunami. Although early warning systems may provide sufficient warning from distant tsunamis, near-shore generated tsunamis may reach the coast in a matter of minutes. Therefore, homeowners should contact their local emergency management agency and become knowledgeable about tsunami warning signs and local evacuation plans.





**RIGHT TO FARM/IMPORTANT FARMLAND**

[View Map](#)

SUBJECT PROPERTY  IS  IS NOT LOCATED WITHIN 1 MILE OF A FARM OR RANCH LAND

The search determines if the subject property is located within one mile of a property containing agricultural activity, operation or facility, or appurtenances thereof. These facilities may contain agricultural nuisances that may conflict with non-agricultural uses. Agricultural practices may include noise from farm equipment and machinery, dust, pesticides, and odors associated with animals, manure, and fertilizers.

**NATURALLY OCCURRING ASBESTOS**

SUBJECT PROPERTY  IS  IS NOT LOCATED WITHIN AN AREA OF NATURALLY OCCURRING ASBESTOS

Asbestos refers to naturally-occurring fibrous minerals found throughout the State of California. Serpentine, an ultra-mafic rock, contains asbestos and is commonly found in the Sierra foothills, the Coast Ranges, and the Klamath Mountains. On residential properties, naturally-occurring asbestos sources are typically dust from unpaved roads or driveways. Paving the unpaved driveways or roads can help to reduce exposure to asbestos. For more information please visit the Air Resources Board of the California Environmental Protection Agency website: <http://www.arb.ca.gov/homepage.htm>.

**CRITICAL HABITATS**

SUBJECT PROPERTY  IS  IS NOT LOCATED WITHIN AN AREA OF CRITICAL HABITATS

The Endangered Species Act establishes critical habitats for any species listed under the Act. A critical habitat is defined as a specific area within the geographical area occupied by the species at the time of listing, if the area contains physical or biological features essential to conservation. Those features may require special management considerations or protection even in areas outside their geographical area if the agency determines the area itself essential for conservation.

**MINING OPERATION**

SUBJECT PROPERTY  IS  IS NOT LOCATED WITHIN 1 MILE OF A MINING OPERATION

If the 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, the property may be subject to inconveniences resulting from mining operations. The impacts of these practices should be considered when such mining operations are present within one mile of the property.

Effective January 1, 2012 Senate Bill 110 amends Section 1103.4 of the Civil Code and requires disclosure if the subject property is within one mile of a mining operation. The widespread degradation of land and water resources caused by strip mining and the failure of the states to effectively regulate the industry resulted in the passage of the Surface Mining Control and Reclamation Act ("SMCRA") of 1977. The Office of Surface Mining ("OSM") was created in 1977 when Congress enacted the SMCRA Act. OSM works with the states and Indian Tribes to assure that citizens and the environment are protected during coal mining and that the land is restored to beneficial use when mining is finished. OSM and its partners are also responsible for reclaiming and restoring lands and water degraded by mining operations before 1977. For more information, please visit <https://www.conservation.ca.gov/dmr>.

**SUSTAINABLE GROUNDWATER MANAGEMENT ACT**

[View Map](#)

SUBJECT PROPERTY  IS  IS NOT LOCATED WITHIN A GROUNDWATER BASIN

Basin Prioritization is a technical process that utilizes the best available data and information to classify California's 515 groundwater basins into one of four categories high-, medium-, low-, or very low-priority. Each basin's priority determines which provisions of California Statewide Groundwater Elevation Monitoring (CASGEM) and the Sustainable Groundwater Management Act (SGMA) apply. SGMA requires medium- and high-priority basins to develop groundwater sustainability agencies (GSAs), develop groundwater sustainability plans (GSPs) and manage groundwater for long-term sustainability. See: <https://water.ca.gov/programs/groundwater-management/basin-prioritization> For more information.

Basin Name: COASTAL PLAIN OF ORANGE COUNTY

Priority: Medium



Report Date: 3/13/2023  
Report Number: 31235-287  
Subject Property: 10122 BISMARK DR  
APN: 155-033-09  
Page Number: 6

**METHANE GAS AREA (MethaneGas)**

SUBJECT PROPERTY  IS  IS NOT LOCATED IN A DESIGNATED METHANE GAS AREA  NOT MAPPED

Using local guidelines, this property is within a methane, solid waste and/or is near an oil or gas well. Elevated levels of methane gas in enclosed, unventilated locations expose buildings and occupants to explosive combustion and fire risks. Sources of methane gas include solid waste landfills, oil and gas wells, and contaminated soils. As a result, the property may be subject to developmental restrictions and/or may be impacted by methane gas, environmental contaminants, noxious odors, offensive sights, excessive noise or any other potential nuisance associated with oil and/or gas operations.

For more Information on mitigation standards check with your local agency. Also see:

City of Los Angeles

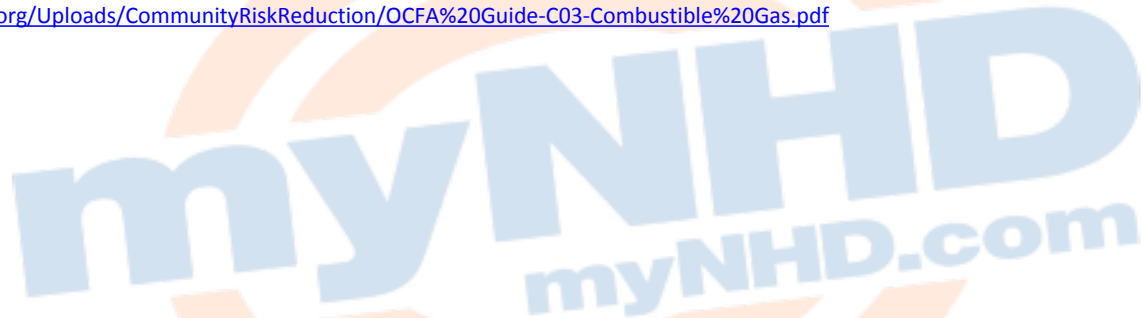
<https://www.ladbs.org/services/core-services/plan-check-permit/methane-mitigation-standards>

County of Los Angeles

<https://dpw.lacounty.gov/epd/swims/OnlineServices/methane-mitigation-standards.aspx>

Orange County

<https://www.ocfa.org/Uploads/CommunityRiskReduction/OCFA%20Guide-C03-Combustible%20Gas.pdf>







**Report Date:** 3/13/2023  
**Report Number:** 31235-287  
**Subject Property:** 10122 BISMARK DR  
**APN:** 155-033-09  
**Page Number:** 7

## **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://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

Upon delivery of the notice to the transferee of the real property, the seller or broker is not required to provide information in addition to that contained in the notice regarding gas and hazardous liquid transmission pipelines. The information in the notice shall be deemed to be adequate to inform the transferee about the existence of a statewide database of the locations of gas and hazardous liquid transmission pipelines and information from the database regarding those locations.

Nothing in this section shall alter any existing duty under any other statute or decisional law imposed upon the seller or broker, including, but not limited to, the duties of a seller or broker under this article, or the duties of a seller or broker under Article 1.5 (commencing with Section 1102) of Chapter 2 of Title 4 of Part 4 of Division 2.





## CITY/COUNTY HAZARD DISCLOSURE EXPLANATIONS

MyNHD provides information on locally identified natural hazards as an additional service because their disclosure to purchasers is either required by ordinance or the information is available on maps publicly available from various City and County sources. This service also supplements and completes the natural hazard information required by the California Civil Code 1103.

The Subject Property:

- |                             |  |   |                                     |
|-----------------------------|--|---|-------------------------------------|
| <input type="checkbox"/> IS | <input checked="" type="checkbox"/> IS NOT | Located in a Supplemental Flood Hazard Zone.            | <input type="checkbox"/> NOT MAPPED |
| <input type="checkbox"/> IS | <input checked="" type="checkbox"/> IS NOT | Located in a Supplemental Fire Hazard Zone.             | <input type="checkbox"/> NOT MAPPED |
| <input type="checkbox"/> IS | <input checked="" type="checkbox"/> IS NOT | Located in a Supplemental Earthquake Fault Hazard Zone. | <input type="checkbox"/> NOT MAPPED |
| <input type="checkbox"/> IS | <input checked="" type="checkbox"/> IS NOT | Located in a Supplemental Seismic Geologic Hazard Zone. | <input type="checkbox"/> NOT MAPPED |
| <input type="checkbox"/> IS | <input checked="" type="checkbox"/> IS NOT | Located in an Expansive/Subsidence Soil Area.           | <input type="checkbox"/> NOT MAPPED |

**Flood Hazard Zones:** Supplemental flood zones include information not covered by Special Flood Hazard Areas as designated by the Federal Emergency Management Agency or by Dam Inundation zones as reported by the California State Office of Emergency Services. These can include tsunamis, runoff hazards, historical flood data and additional dike failure hazards.

**Fire Hazard Zones:** 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 necessary for effective fire protection within the area. Any additions to these maps that MyNHD has been able to identify and substantiate are included in this Report.

An answer of "IN" on the supplemental Fire Zone would indicate that the property is in a high, very high or other high fire-risk areas. More information may be found on the FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY. (C.A.R. form FHDS, 5/21) if provided by owner.

Even though the Answer to the Supplemental Fire may show "NOT IN", if the property is in or near a mountainous area, forest-covered lands brush covered lands, grass-covered lands or land that is covered with flammable material additional disclosures may be warranted. More information may be found on the FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY. (C.A.R. form FHDS, 5/21) if provided by owner. Petrochemical complex area determinations do not qualify as high fire hazards in reference to California Assembly Bill 38.

This information should be verified and available through the local agency where the property is located.

**Earthquake Fault Hazard Zones:** Many local jurisdictions have different or higher standards than the State of California for the identification of active earthquake fault zones. These jurisdictions have created their own maps which indicate the active faults according to these alternate standards. Some jurisdictions also recommend or require the disclosures of potentially active faults. MyNHD has attempted to include all official and publicly available maps indicating earthquake faults identified by these jurisdictions.

**Seismic/Geologic Hazard Zones:** The California Division of Mines and Geology ("DMG") has not completed the project assigned it by Section 2696 of the California Public Resources Code to identify areas of potential seismic hazards within the State of California. The DMG and the United States Geological Survey have performed many valuable studies that supplement the Section 2696 maps and fill many missing areas. These maps were reviewed in the preparation of this Report. Also included in this Report is the review of maps that indicate many hazards that may or may not be seismically related, including, but not limited to, landslides, debris flows, mudslides, coastal cliff instability, volcanic hazards, and avalanches. Many cities and counties require geologic studies before any significant construction if the subject property is in or near a geologic hazard known to them. MyNHD has attempted to include all official and publicly available maps indicating geologic hazards identified by these jurisdictions.



## CITY/COUNTY HAZARD DISCLOSURE EXPLANATIONS (CONTINUED)

**Expansive/Subsidence Soils:** Expansive soils are soils which have a potential to undergo significant changes in volume, either shrinking or swelling, with changes in moisture content. Periodic shrinking and swelling of expansive soils can cause extensive damage to buildings, other structures and roads. Soils containing clays have variable potential for volume changes. High, or Expansive, indicates the dominant soil condition. Detailed investigations are required to fully evaluate the shrink-swell characteristics of soils at any given site. Check with your local building department if there is a question as to special requirements for various soils conditions in their jurisdiction as they may impose additional requirements for new or additional construction.

The main cause of subsidence in California is groundwater pumping. The effects of subsidence include damage to buildings and infrastructure, increased flood risk in low-lying areas, and lasting damage to groundwater aquifers and aquatic ecosystems.

### SB-63 FIRE PREVENTION NOTICE REGARDING MAPS

On September 28, 2021, California passed SB-63 which creates additional disclosures in real estate transactions for the purposes of fire prevention, vegetation management, and defensible space. The new law required disclosure to buyers in real estate transactions relative to transactions in certain state and local fire hazard severity zones. Disclosure is required based upon the maps available and MyNHD is providing fire hazard severity zone notices in this report based upon those maps. Cal Fire has advised MyNHD that new maps are in process in many areas. As new maps become available, MyNHD will be including them in reports.





Report Date: 3/13/2023  
Report Number: 31235-287  
Subject Property: 10122 BISMARK DR  
APN: 155-033-09  
Page Number: 10

**MELLO-ROOS COMMUNITY FACILITIES DISTRICT(S)**

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

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 funded by Mello-Roos CFDs may include, but are not limited to, roads, schools, water, sewer and storm drain facilities. Public services funded by Mello-Roos CFDs may include, but are not limited to, police and fire protection services, recreation program services, and flood or storm protection services. Mello-Roos CFDs commonly fund the construction of public improvements through the issuance of bonds. A special tax lien is placed on property within the district for the annual payment of principal and interest as well as administrative expenses. Typically, the annual special tax continues until the bonds are repaid, or until special taxes are no longer needed. In most instances, but not all, the special tax is collected with regular property taxes.

This property is within the Mello-Roos CFD(s) listed below and is subject to a special tax that will appear on the property tax bill. This special tax is in addition to the regular property taxes and any other charges and benefit assessments that will be listed on the property tax bill. This special tax may not be imposed on all parcels within the city or county where the property is located. This special tax is used to provide public facilities or services that are likely to particularly benefit the property.

The maximum tax rate, the maximum tax rate escalator, and the authorized facilities which are being paid for by the special taxes and by the money received from the sale of bonds which are being repaid by the special taxes, and any authorized services are indicated below. These facilities may not yet have all been constructed or acquired and it is possible that some may never be constructed or acquired.



Report Date: 3/13/2023  
Report Number: 31235-287  
Subject Property: 10122 BISMARK DR  
APN: 155-033-09  
Page Number: 11

**1915 BOND ACT ASSESSMENT DISTRICT(S)**

SUBJECT PROPERTY  IS  IS NOT SUBJECT TO IMPROVEMENT BOND ACT OF 1915 SPECIAL ASSESSMENTS LIEN(S).

1915 Bond Act Assessment Districts ("AD") provide a method of financing certain public capital facilities. Public improvements funded by 1915 Bond Act Assessment Districts may include, but are not limited to, roads, sewer, water and storm drain systems, and street lighting. 1915 Bond Act Assessment Districts commonly fund the construction of public improvements through the issuance of bonds. A special assessment lien is placed on property within the Assessment District. The lien amount is calculated according to the specific benefit that an individual property receives from the improvements and is amortized over a period of years. 1915 Bond Act Assessments Districts can be prepaid at any time. In most instances, but not all, the assessment is collected with regular property taxes.

This property is within the 1915 Bond Act Assessment District(s) named below and is subject to annual assessment installments levied by the assessment district that will appear on the property tax bill. The annual assessments are in addition to the regular property taxes and any other charges and benefit assessments that will be listed on the property tax bill. The assessment district(s) has issued bonds to finance the acquisition or construction of certain public improvements that are of direct and special benefit to property within the assessment district. The bonds will be repaid from annual assessment installments on property within the assessment district. The special assessment is used to provide public facilities that are likely to particularly benefit the property.

The annual assessment installment and public facilities that are being paid for by the money received from the sale of bonds that are being repaid by the assessments are indicated below. These facilities may not yet have all been constructed or acquired and it is possible that some may never be constructed or acquired.



Report Date: 3/13/2023  
 Report Number: 31235-287  
 Subject Property: 10122 BISMARK DR  
 APN: 155-033-09  
 Page Number: 12

## BREAKDOWN OF THE 2022-2023 PROPERTY TAX BILL

This report is an estimate of the original secured property tax bill charges for the above-mentioned property using information obtained from the County on a given date. Changes made by the County or the underlying public agencies levying charges against this property after the date of this Report may not be reflected in this Report.

### Basic Prop 13 Levy

1.	Basic 1% Levy County of Orange (714) 834-4437	Basic 1% Levy General	<b>\$749.62</b>
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### Voter Approved Ad Valorem Taxes

2.	General Obligation Bonds, Election of 2004, Series 2004 Huntington Beach Union High School District (714) 964-3339	General Obligation Bond School Facilities	<b>\$16.22</b>
3.	Employees Retirement Override City of Huntington Beach (714) 536-5907	Voter Approved Special Tax Employee Retirement	<b>\$11.25</b>
4.	General Obligation Bonds, Election of 2016, Series 2019 Fountain Valley School District (714) 843-3200	General Obligation Bond School Facilities	<b>\$8.60</b>
5.	General Obligation Bonds, Election of 2002, Series 2006B Coast Community College District (714) 438-4736	General Obligation Bond School Facilities	<b>\$8.31</b>
6.	General Obligation Bonds, Election of 2012, Series 2017D Coast Community College District (714) 438-4736	General Obligation Bond School Facilities	<b>\$5.84</b>
7.	General Obligation Bonds, Election of 2016, Series 2021 Fountain Valley School District (714) 843-3200	General Obligation Bond School Facilities	<b>\$4.94</b>
8.	General Obligation Bonds, Election of 2016, Series 2017 Fountain Valley School District (714) 843-3200	General Obligation Bond School Facilities	<b>\$4.42</b>
9.	General Obligation Bonds, Election of 2012, Series 2013A&B Coast Community College District (714) 438-4736	General Obligation Bond School Facilities	<b>\$3.94</b>
10.	General Obligation Bonds, Election of 1966 Metropolitan Water District of Southern California (530) 538-7266	General Obligation Bond Water	<b>\$2.62</b>
11.	General Obligation Bonds, Election of 2002, Series 2006C Coast Community College District (714) 438-4736	General Obligation Bond School Facilities	<b>\$2.09</b>
12.	General Obligation Bonds, Election of 2012, Series 2016C Coast Community College District (714) 438-4736	General Obligation Bond School Facilities	<b>\$1.64</b>
13.	General Obligation Bonds, Election of 2012, Series 2019F Coast Community College District (714) 438-4736	General Obligation Bond School Facilities	<b>\$1.44</b>
14.	General Obligation Bonds, Election of 2004, Series 2007 Huntington Beach Union High School District (714) 964-3339	General Obligation Bond School Facilities	<b>\$0.51</b>
15.	General Obligation Bonds, Election of 2004, Series 2005 Huntington Beach Union High School District (714) 964-3339	General Obligation Bond School Facilities	<b>\$0.00</b>

<b>Basic Prop 13 Levy &amp; Voter Approved Ad Valorem Taxes:</b>	<b>\$821.44</b>
<b>Estimated Tax Rate:</b>	<b>1.095793%</b>





Report Date: 3/13/2023  
Report Number: 31235-287  
Subject Property: 10122 BISMARK DR  
APN: 155-033-09  
Page Number: 13

**Direct Assessments**

<b>16. Sewer User Fee</b> Orange County Sanitation District (714) 593-7575	<b>Sewer Assessment</b> Water & Sewer	<b>\$347.00</b>
<b>17. Water Standby Charge</b> Metropolitan Water District of Southern California (213) 217-7517	<b>Standby Charge</b> Water & Sewer Service	<b>\$10.08</b>
<b>18. Mosquito Fire Ant Assessment</b> Orange County Vector Control District (714) 971-2421	<b>Vector Control District</b> Mosquito Abatement	<b>\$8.30</b>
<b>19. Vector Control Assessment</b> Orange County Vector Control District (714) 971-2421	<b>Vector Control District</b> Vector Control	<b>\$1.92</b>
<b>Total Direct Assessment Charges:</b>		<b>\$367.30</b>
<b>Total 2022-2023 Amount</b>		<b>\$1,188.74</b>



Report Date: 3/13/2023  
 Report Number: 31235-287  
 Subject Property: 10122 BISMARK DR  
 APN: 155-033-09  
 Page Number: 14

**Subject Property:** 10122 BISMARK DR HUNTINGTON BEACH, CA 92646

**THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR PURCHASING THIS PROPERTY.**

On July 1, 1983, California State law was changed to require the reassessment of property following a change of ownership or the completion of new construction. This reassessment may result in one or more supplemental tax bills being mailed to the assessed owner, in addition to the annual property tax bill. The calculator below is provided an estimate of the potential amount of supplemental taxes to be billed on the listed property.

Instantly calculate estimated property taxes and supplemental taxes on our website: (or manually calculate below).

Instant Tax Calculator: <https://www.mynhd.com/suptax/calculator/929999/b1511e849fe61695745e0f4e28783ecc>

**SUPPLEMENTAL TAX CALCULATOR (ESTIMATE ONLY)**

1. Estimated Sales Price.....	\$	_____
2. Estimated Current Assessed Value .....	\$	74,963.00
3. Subtract line #2 from line #1. Estimated Supplemental Assessed Value .....	\$	_____
4. Ad Valorem Tax Rate .....		1.10
5. Multiply line #3 by line #4. Estimated Supplemental Tax Amount Obligation .....	\$	_____

If a supplemental event occurs between June 1 and December 31, only one supplemental tax bill or refund check is issued. This bill or refund accounts for the property's change in value for the period between the first day of the month following the event date and the end of the current fiscal year (i.e., the following June 30). If, however, a supplemental event occurs between January 1 and May 31, two supplemental tax bills or refund checks are issued. The second bill or refund accounts for the property's change in value for the entire 12 months of the coming fiscal year, beginning on the following July 1.

**IF SALE DATE FOR THE RESIDENTIAL PROPERTY IS BETWEEN THE MONTHS OF JANUARY THROUGH MAY:**

6. Enter Proration Month Factor (See TABLE 1. below).....	_____
7. Multiply line #5 by line #6. Estimated Supplemental Tax Bill #1 .....	\$ _____
8. Enter the amount from line #5. Estimated Supplemental Tax Bill #2 .....	\$ _____
9. Add lines #7 and line #8. Total Estimated Supplemental Tax Bill .....	\$ _____

**IF SALE DATE FOR THE RESIDENTIAL PROPERTY IS BETWEEN THE MONTHS OF JUNE THROUGH DECEMBER:**

10. Enter Proration Month Factor (See TABLE 2. below).....	_____
11. Multiply line #5 by line #10. Total Estimated Supplemental Tax Bill .....	\$ _____

**Proration Month-of-Sale Factor**

**TABLE 1.**

January	0.4167
February	0.3333
March	0.2500
April	0.1667
May	0.0833

**TABLE 2.**

June	1.0000
July	0.9167
August	0.8333
September	0.7500
October	0.6667
November	0.5833
December	0.5000

Real Property Taxes in California are influenced by several factors, including but not limited to the reassessment rules pursuant to Proposition 13, appraisal values, and bonds. As such, this calculator is not intended to provide a representation of the actual tax amounts that will be assessed. This information is provided for informational and planning purposes only, and should not be relied upon to make a determination regarding acquisition of a property. This calculator does not account for supplemental taxes that may be due as a result of the sale of a property or construction at a property which could result pursuant to Proposition 13. MyNHD, Inc. makes no representation regarding the actual amount of tax that will be assessed on any particular property. For specific questions or actual tax calculations, please call the tax assessor's office for the county in which the subject property is located.



Report Date: 3/13/2023  
Report Number: 31235-287  
Subject Property: 10122 BISMARK DR  
APN: 155-033-09  
Page Number: 15

## NOTICE OF SUPPLEMENTAL PROPERTY TAX BILL

In accordance with Section 1102.6c of the Civil Code, it is the sole responsibility of the seller of any real property, or his or her agent, to deliver to the prospective purchaser a disclosure notice of the following:

**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.**

As stated above, California law requires that the Assessor re-appraise property upon a change of ownership or the completion of new construction (the "Triggering Event"). This re appraisal results in a supplemental tax assessment which is based on the difference between the new value and the old value of the property, multiplied by the property's Ad Valorem tax rate. The resulting Supplemental Tax amount is then pro-rated, based upon the number of months remaining in the fiscal year in which the Triggering Event occurred.

The number of tax bills which will be issued also depends on the date the event Triggering Event occurred. If the change of ownership or new construction is completed between January 1st and May 31st, the result will be two supplemental assessments levied on two supplemental tax bills. If the event occurs between June 1st and December 31st, then only one supplemental bill will be issued.

### **MANDATORY PRIVATE TRANSFER FEE DISCLOSURE PURSUANT TO CIVIL CODE SECTION 1102.6E**

A "Private Transfer Fee" is a fee imposed by a private entity such as a property developer, home builder, or homeowner 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 and are charged in addition to any Documentary Transfer Taxes levied by a City or County Government upon sale or transfer of a property.

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 upon transfer of the real property." Certain existing fees such as governmental 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 THE 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 Section 1102.6e or the California Association of Realtors Notice of Private Transfer Fee Form, for a standard format to use in making the Transfer Fee Disclosure if such a disclosure is required.



**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.

## Documentary Transfer Taxes

This is a government tax imposed by a City or County when a property within the jurisdiction is sold or transferred. It is NOT the same as a Private Transfer Fee, which may be imposed by a private entity such as a property developer, home builder, or homeowner association. However, it is a similar fee due upon closing, calculated based on a percentage of the purchase price.

**Transfer Tax Defined.** Pursuant to Revenue and Taxation Code Sections 11911-11929, Counties and Cities are authorized to impose a tax on the transfer of property located within their jurisdiction. The tax is commonly known by various names, including the Documentary Transfer Tax, Real Property Transfer Tax, or Real Estate Transfer Tax (hereinafter, the “Transfer Tax”).

**How Much?** Transfer Tax is due at closing and payable through escrow. This tax does not expire. All future sales of this property will be charged this tax at close of escrow. The amount of the Transfer Tax is based on the value or sale prices of the property that is transferred. The County rate is one dollar and ten cents (\$1.10) for each one thousand dollars (\$1.000) of value. The rate for noncharter (“general law”) cities is one-half of the County rate and is credited against the County tax due. Charter cities may impose a transfer tax at a rate higher than the County rate.

For any City or County in California, the Transfer Tax rate (“Tax Rate Table”) is available at no charge from many sources, most conveniently on the website of the California Local Government Finance Almanac (sponsored by the California League of Cities): <http://www.californiacityfinance.com/PropTransfTaxRates.pdf>.

To estimate the Transfer Tax for the property, multiply the Property’s estimated sales price (in thousands of dollars) by the amount shown in the Tax Rate Table for the City and County in which the property is located.

**Who Pays?** The law states that, “the Transfer Tax must be paid by the person who makes signs or issues any document subject to the tax, or for whose use or benefit the document is made, signed or issued.” In practice, this means that the payment of the Transfer Tax is customarily made by the Seller or the Buyer, or shared by both, depending on the jurisdiction in which the transferred property is located.

**Are there any exemptions?** The Revenue and Taxation Code, which provides the statutory authority for counties to impose the Transfer Tax, specifically exempts from the transfer tax the following transactions:

1. Instruments in writing given to secure a debt.
2. Transfers whereby the federal or any state government, or agency, instrumentality or political subdivision thereof, acquires title to realty.
3. Transfers made to effect a plan of reorganization or adjustment (i) confirmed under the Federal Bankruptcy Act, (ii) approved in certain equity receivership proceedings or (iii) whereby a mere change in identity, form or place of organization is effected.
4. Certain transfers made to effect an order of the Securities and Exchange Commission relating to the Public Utility Holding Company Act of 1935.
5. Transfers of an interest in a partnership (or, beginning January 1, 2000, an entity treated as a partnership for federal income tax purposes) that holds realty, if (i) the partnership is treated as continuing under IRC § 708 and (ii) the continuing partnership continues to hold the realty.
6. Certain transfers in lieu of foreclosure.
7. Transfers, divisions or allocations of community, quasi-community or quasi-marital property between spouses pursuant to, or in contemplation of, a judgment under the Family Code.
8. Transfers by the State of California, or any political subdivision, agency or instrumentality thereof, pursuant to an agreement whereby the purchaser agrees to immediately reconvey the realty to the exempt agency.
9. Transfers by the State of California, or any political subdivision, agency or instrumentality thereof, to certain nonprofit corporations.
10. Transfers pursuant to certain inter vivos gifts or inheritances.



**Report Date:** 3/13/2023  
**Report Number:** 31235-287  
**Subject Property:** 10122 BISMARK DR  
**APN:** 155-033-09  
**Page Number:** 17

## NOTICE OF DATABASE DISCLOSURE

Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Website by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and Zip Code in which he or she resides. California Law (AB 488), signed by the Governor on September 24, 2004, provides the public with Internet access to detailed information on registered sex offenders. The Sex Offender Tracking Program of the California Department of Justice maintains the database of the locations or persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.46 of the Penal Code. The online database is updated with data provided by local sheriff and police agencies on an ongoing basis. It presents offender information in 13 languages; may be searched by sex offender's specific name, zip code, or City/County provides access to detailed personal profile information on each registrant; and includes a map of the neighborhood surrounding any particular property.

### California Department of Justice Information Sources:

Megan's Law Sex Offender Locator Web Site: <http://www.meganslaw.ca.gov>.

California Department of Justice Megan's Law Email Address: [meganslaw@doj.ca.gov](mailto:meganslaw@doj.ca.gov).

### Local Information Locations for the Subject Property:

All sheriffs' departments and every police department in jurisdiction with a population of 200,000 or more are required to make a CD-ROM available free to the public for viewing. Although not required, many other law enforcement departments in smaller jurisdictions make the CD-ROM available as well. Please contact the local law enforcement department to investigate availability.

## NOTICE OF MINIMUM ENERGY CONSERVATION STANDARDS FOR RESIDENTIAL CENTRAL AIR CONDITIONERS AND HEAT PUMPS

Manufacturers have been required to comply with the Department of Energy's ("DOE") energy conservation standards for residential central air conditioners and heat pumps since 1992. From time to time the DOE amends the minimum seasonal energy efficiency ratio ("SEER") for such equipment for the purpose of saving energy. Equipment manufactured after January 1, 1992, and before January 23, 2006, must meet a minimum SEER rating of 10. Equipment manufactured between January 23, 2006 and January 1, 2015, must meet a minimum SEER rating of 13. After January 1, 2015, equipment installed in California must meet a minimum SEER rating of 14. The law does not require a seller to replace non-compliant existing equipment upon transfer. For more information about the new standards please visit [https://www1.eere.energy.gov/buildings/appliance\\_standards/product.aspx/productid/75](https://www1.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/75).

## CONTAMINATED WATER ADVISORY

According to the Public Policy Institute of California almost 400 small rural water systems and schools are unable to provide safe drinking water. In some areas, nitrate produced by nitrogen fertilizers and manure—is polluting local groundwater basins. Chemicals such as arsenic, chromium-6 and lead are also a challenge.

The San Joaquin Valley is particularly hard hit by nitrate: 63 percent of the state's public water systems that report violations of health standards for the contaminant in 2015 were in the Valley. Nitrate is the most critical and immediate contaminant in the San Joaquin Valley according to Thomas Harter University of California, Davis.

About 1 million Californians can't safely drink their tap water. Approximately 300 water systems in California currently have contamination issues ranging from nitrates, arsenic lead and uranium at levels that create severe health issues.

**In particular the city of Fresno has Lead contamination in the northeast portion of the city.**



**Report Date:** 3/13/2023  
**Report Number:** 31235-287  
**Subject Property:** 10122 BISMARCK DR  
**APN:** 155-033-09  
**Page Number:** 18

## NOTICE OF CALIFORNIA'S 2013 ENERGY EFFICIENCY STANDARDS

Public Resources Code Sections 25402 and 25402.1 were enacted in 1975 as part of the enabling legislation establishing the California Energy Commission and its basic mandates. These sections require the Energy Commission to adopt, implement, and periodically update energy efficiency standards for both residential and nonresidential buildings.

The Standards must be cost effective based on the life cycle of the building, must include performance and prescriptive compliance approaches, and must be periodically updated to account for technological improvements in efficiency technology. Accordingly, the California Energy Commission has adopted and periodically updated the Standards (codified in Title 24, Part 6 of the California Code of Regulations) to ensure that building construction, system design and installation achieve energy efficiency and preserve outdoor and indoor environmental quality. The Standards establish a minimum level of building energy efficiency. A building can be designed to a higher efficiency level, resulting in additional energy savings.

The 2013 Building Energy Efficiency Standards, which are effective July 1, 2014, focus on several key areas to improve the energy efficiency of newly constructed buildings and additions and alterations to existing buildings, and include requirements that will enable both demand reductions during critical peak periods and future solar electric and thermal system installations. The most significant efficiency improvements to the residential Standards are proposed for windows, envelope insulation and HVAC system testing. The most significant efficiency improvements to the nonresidential Standards are proposed for lighting controls, windows, unitary HVAC equipment and building commissioning. New efficiency requirements for process loads such as commercial refrigeration, data centers, kitchen exhaust systems and compressed air systems are included in the nonresidential Standards. The 2013 Standards include expanded criteria for acceptance testing of mechanical and lighting systems, as well as new requirements for code compliance data to be collected in a California Energy Commission-managed repository. Compliance with the standard is assured by hiring a contractor who is properly licensed, and doing the installation with a building permit so that the City Building Inspector can check the work when completed. For more information, visit <https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards>.

## NOTICE OF HOME ENERGY EFFICIENCY IMPROVEMENTS TAX CREDIT ADVISORY

According to the DOE, the higher replacement cost of SEER compliant air conditioning system will be offset by a savings of up to 23 percent in monthly energy costs. The California Energy Commission notes that leaking ductwork accounts for up to 25 percent of the heating costs of a typical home. Therefore, compliance with the new Federal and State standards offers substantial benefits to the property owner, as well as significant environmental benefits through decreased energy consumption, compared with older systems. In addition, consumers who purchase and install specific products, such as energy efficient windows, insulation, doors, roofs, and heating and cooling equipment in the home can receive a tax credit of up to \$500 beginning January 2006. For more information visit <http://www.energy.gov/taxbreaks.htm>.

## NOTICE OF WILLIAMSON ACT

The [Williamson Act](#) (California Land Conservation Act of 1965: Government Code Section 51200 et. seq.) is a state agricultural land protection program in which local governments elect to participate. The intent of the program is to preserve agricultural lands by discouraging their premature and unnecessary conversion to urban uses. No later than 20 days after a city or county enters into a contract with a landowner pursuant to this chapter, the clerk of the board or council, as the case may be, shall record with the county recorder a copy of the contract which would impart notice and therefore appear in the title report.





## MOLD ADDENDUM

All prospective home and condominium purchasers are advised to thoroughly inspect the Property for mold. Mold may appear as discolored patches or cottony or speckled growth on walls, furniture, or floors, and it often has an earthy or musty odor. Mold may also grow beneath water-damaged surfaces and floors, behind walls and above ceilings. Therefore, if a property has an earthy smell or musty odor, mold contamination may exist even if no actual mold growth is visible.

Mold only needs a food source (any organic material such as wood, paper, dirt or leaves) and moisture to grow. There are many potential food sources for mold in homes. Therefore, preventing excess moisture is the key to preventing mold growth. Excess moisture can come from many sources, including flooding, plumbing or roof leaks, lawn sprinklers hitting the house, air conditioner condensation, humidifiers, overflow from sinks and sewers, steam, and wet clothes drying indoors. Be sure to inspect the Property for sources of excess moisture, current water leaks and evidence of past water damage. Once mold is found and the contaminated area properly cleaned up, mold growth is likely to recur unless the source of moisture is also eliminated.

If it is suspected that the Property has a mold problem, be sure to have a qualified inspector conduct a more thorough inspection. All areas contaminated with mold should be properly and thoroughly remediated.

Additional information can be found in the Homeowner's Guide to Earthquake Safety and Environmental Hazards and in the following publication:

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

Available online at [http://www.cdph.ca.gov/programs/IAQ/Documents/MIMH\\_2012-07-05.pdf](http://www.cdph.ca.gov/programs/IAQ/Documents/MIMH_2012-07-05.pdf).

For more information visit: [www.cal-iaq.org](http://www.cal-iaq.org)

## NOTICE OF METHAMPHETAMINE CONTAMINATION

The Methamphetamine Contaminated Property Act of 2005 requires the clean up of the property so it can be safe for occupancy if the property is found to be contaminated. In addition the bill provides for the imposition of a civil penalty (fines up to \$5,000) upon a property owner who does not provide a notice or disclosure in writing and acknowledged by the buyer as required by the act, or upon a person who violates an order issued by the local health officer prohibiting the use or occupancy of a property contaminated by a methamphetamine laboratory activity.

This law also requires the Department of Environmental Health (DEH) to respond to complaints of potentially contaminated property which includes evaluating the property, testing for contamination, notifying and posting of warning notices, issuing orders prohibiting occupancy if the site is not safe, as well as overseeing the ultimate return of the property to a safe environment. Property owners are responsible for all the costs that may be associated with these actions.

## NOTICE OF ABANDONED WELLS

According to the California Department of Water Resources an abandoned or "permanently inactive well" is a well that has not been used for a period of one year. Abandoned wells that are not properly sealed are a potential hazard to people and animals and may be a potential site of illegal waste disposal. Abandoned wells may allow contamination of groundwater. Abandoned wells should be destroyed in accordance with methods developed by the Department of Water Resources pursuant to Section 13800 of the Water Code.

## NOTICE OF OIL AND GAS WELLS

California is a leading oil producer with most production in Los Angeles, Kern, Fresno, and Ventura Counties. There are thousands of idle and "orphan" wells. An idle well is a well that has not produced oil and/or gas or has not been used for fluid injection for six months during the last five years. The Division of Oil, Gas, and Geothermal Resources tracks and maintains an idle-well inventory. According to the Division an abandoned or "orphan" well is a well that has been deserted and has no viable operator or owner. The Division plugged 1,062 orphan wells from 1977 to 2004 at a cost of 14.8 million dollars. Oil and gas wells pose a threat to humans for fall hazard, fire hazard, groundwater contamination, methane gas seeps, and other hazards.



**Report Date:** 3/13/2023  
**Report Number:** 31235-287  
**Subject Property:** 10122 BISMARK DR  
**APN:** 155-033-09  
**Page Number:** 20

## NOTICE OF NATURALLY OCCURRING ASBESTOS

Asbestos refers to naturally-occurring fibrous minerals found throughout the State of California. Serpentine, an ultra-mafic rock, contains asbestos and is commonly found in the Sierra foothills, the Coast Ranges, and the Klamath Mountains. On residential properties, naturally-occurring asbestos sources are typically dust from unpaved roads or driveways. Paving the unpaved driveways or roads can help to reduce exposure to asbestos. Asbestos is a known carcinogen and exposure may increase the risk of lung cancer. It is recommended that prospective buyers in an area designated as a Naturally Occurring Asbestos Zone consult an appropriate expert(s) who can test and identify naturally occurring asbestos rocks, on or near the property, which are exposed and may present a health risk. For more information please visit the Air Resources Board of the California Environmental Protection Agency website: <http://www.arb.ca.gov/homepage.htm>.

## RADON GAS ADVISORY

THE COUNTY IN WHICH THE SUBJECT PROPERTY IS LOCATED IS DESIGNATED ZONE 

3
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 FOR RADON GAS POTENTIAL

Radon is a gas that is produced from the radioactive decay of uranium and thorium found in certain rock and soil types. Radon, an odorless and colorless gas, can move from the soil into buildings. Exposure to concentrated levels of radon can increase a person's risk of developing lung cancer.

The Highest Radon Potential, Zone 1, is set at 4.0pCi/l and above by the U.S. Environmental Protection Agency ("EPA"). Moderate Radon Potential, Zone 2, is set at between 2.0pCi and 4.0pCi/l. Low Radon Potential, Zone 3, is set at less than 2.0pCi/l. The EPA recommends indoor radon testing for all homes and recommends radon reduction measures for homes with radon levels of 4.0pCi/l and above. Radon testing kits can be purchased by homeowners or homeowners can hire contractors to provide the testing. For more information please visit <http://www.MyNHD.com/booklets/RadonInformation.pdf>.

## NOTICE OF ABANDONED MINES ADVISORY

According to the Abandoned Mine Lands Unit of the State of California Department of Conservation, there are more than 165,000 mines features on more than 47,000 abandoned mine sites in the State of California. Approximately 84 percent of those sites contain physical safety hazards. The public is warned against entering any open shafts or mine openings. For more information please visit the Abandoned Mine Lands Unit website: [https://www.conservacion.ca.gov/dmr/abandoned\\_mine\\_land](https://www.conservacion.ca.gov/dmr/abandoned_mine_land).

## WOOD-BURNING HEATER ADVISORY

The Clean Air Act is the law that defines EPA's responsibilities for protecting and improving the nation's air quality and the stratospheric ozone layer. Using a nationwide network of monitoring sites, EPA has developed ambient air quality trends for particle pollution, also called Particulate Matter (PM). Under the [Clean Air](#) Act, EPA sets and reviews national air quality standards for PM. Air quality monitors measure concentrations of PM throughout the country. EPA, state, tribal and local agencies use that data to ensure that PM in the air is at levels that protect public health and the environment.

"Particulate matter," also known as particle pollution or PM, is a complex mixture of extremely small particles and liquid droplets. Particle pollution is made up of a number of components, including acids (such as nitrates and sulfates), organic chemicals, metals, and soil or dust particles. The size of particles is directly linked to their potential for causing [health](#) problems. EPA is concerned about particles that are 10 micrometers in diameter or smaller because those are the particles that generally pass through the throat and nose and enter the lungs. Once inhaled, these particles can affect the heart and lungs and cause serious health effects. "Fine particles," such as those found in smoke and haze, are 2.5 micrometers in diameter and smaller. Approximately 10 million wood stoves are currently in use in the United States, and 70 to 80 percent of them are older, inefficient, conventional stoves that pollute.

[The Great American Woodstove Changeout](#) is a voluntary program designed to reduce particle pollution from woodstoves by encouraging people to replace older, more polluting stoves with EPA-certified stoves and fireplace inserts. It also provides information on building more efficient, less polluting fires. Certain jurisdictions have established legal requirements to reduce wood smoke. For example, some communities have restrictions on installing wood-burning appliances in new construction. For more information on possible regulations in your area go to <https://www.epa.gov/residential-wood-heaters>.



[VIEW ALL MAPS](#)

Report Date: 3/13/2023  
 Report Number: 31235-287  
 Subject Property: 10122 BISMARK DR  
 APN: 155-033-09  
 Page Number: 21

## ENVIRONMENTAL REPORT

### Report Summary

**Subject Property:** 10122 BISMARK DR HUNTINGTON BEACH, CA 92646  
**APN:** 155-033-09

Federal and state databases list numerous sites within California that have actual or potential environmental contamination associated with them. This Report identifies whether the subject property is located within a specific distance from sites listed within these databases. However, these databases are not all-inclusive and may be inaccurate; some environmental hazards have not yet been located or their location has been inaccurately recorded in the database. There may be errors or inaccuracies in the databases. Moreover, not all properties containing environmental contamination are listed in these databases. There are additional environmental concerns that may affect the subject property. Although data for these concerns are not provided in databases, brief descriptions of them are provided below. It should be noted that this does not constitute a complete listing of all environmental concerns. Therefore, no representations or warranties, express or implied, are made in connection with this environmental report, and all implied warranties are disclaimed. This Report is not a substitute for a Phase I Environmental Assessment. All of the Terms and Conditions applicable to the MyNHD Natural Hazard Disclosure Report are equally applicable to the MyNHD Environmental Report and are incorporated herein by reference.

SUBJECT PROPERTY IS IN PROXIMITY TO:	YES	NO	DISTANCE SEARCH FROM PROPERTY	<a href="#">View Map</a> DETAILS
EPA Final Superfund Site ("NPL")	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1 Mile	<a href="#">Page 1</a>
Landfill and/or Waste Transfer Stations ("SWIS")	<input type="checkbox"/>	<input checked="" type="checkbox"/>	½ Mile	<a href="#">Page 1</a>
Leaking Underground Storage Tanks ("LUST")	<input checked="" type="checkbox"/>	<input type="checkbox"/>	¼ Mile	<a href="#">Page 1</a>
The Resource Conservation and Recovery Act ("RCRA")	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1 Mile	<a href="#">Page 2</a>
Toxics Release Inventory ("TRI")	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1 Mile	<a href="#">Page 2</a>
EnviroStor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Mile	<a href="#">Page 2</a>
Emergency Planning Zone ("RADIATION")	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<a href="#">Page 3</a>
Spills, Leaks, Investigation, and Cleanups sites ("SLIC")	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1 Mile	<a href="#">Page 3</a>
CERCLIS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	½ Mile	<a href="#">Page 3</a>
Oil Wells	<input type="checkbox"/>	<input checked="" type="checkbox"/>	¼ Mile	<a href="#">Page 4</a>
Major Natural Gas Pipeline	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Mile	<a href="#">Page 5</a>
Gas and Hazardous Liquid Transmission Pipelines		Included		<a href="#">Page 5</a>
Notice of Noise Pollution		Included		<a href="#">Page 6</a>
Notice of Air Pollution		Included		<a href="#">Page 6</a>
Notice of Electrical and Magnetic Fields ("EMF")		Included		<a href="#">Page 6</a>
Notice of Light Pollution		Included		<a href="#">Page 6</a>



**EPA FINAL SUPERFUND SITE (“NPL”)**

SUBJECT PROPERTY  IS  IS NOT LOCATED WITHIN 1 MILE OF AN EPA FINAL SUPERFUND SITE (“NPL”)

Superfund Site Information from the Environmental Protection Agency (“EPA”) provides data on hazardous waste sites, potentially hazardous waste sites and remedial activities across the nation. It also contains sites that are on the National Priorities List (“NPL”). NPL is the list of known releases or threatened releases of hazardous substances, pollutants, or contaminants. According to the EPA, inclusion of a site on the NPL does not in itself reflect a judgment of the activities of its owner or operator, it does not require those persons to undertake any action, nor does it assign liability to any person. The NPL serves primarily informational purposes, identifying for the States and the public those sites or releases that appear to warrant remedial actions. For more information visit <http://www.epa.gov/superfund>.

**LANDFILLS AND/OR WASTE TRANSFER STATIONS (“SWIS”)**

SUBJECT PROPERTY  IS  IS NOT LOCATED WITHIN ½ MILE OF A LANDFILL AND/OR WASTE TRANSFER STATION (“SWIS”)

The Solid Waste Information System (“SWIS”) database contains data on solid waste facilities, operations, and disposal sites in California. Types of facilities include transfer stations, composting sites, landfills, material recovery sites, waste tire sites, as well as closed disposal sites. The database provides data on owner, location, operator, facility type, regulatory and operational status, authorized waste types, local enforcement agency, and inspection and enforcement records. The data is regularly updated. Enforcement and inspection data are current to the preceding quarter. For more information visit <http://www.calrecycle.ca.gov/SWFacilities/Directory>.

**LEAKING UNDERGROUND STORAGE TANKS (“LUST”)**

SUBJECT PROPERTY  IS  IS NOT LOCATED WITHIN ¼ MILE OF A LEAKING UNDERGROUND STORAGE TANK (“LUST”)

According to the State Water Resources Control Board (“SWRCB”), leaking underground storage tanks are a significant source of petroleum impacts to groundwater. They may pose potential risks to health and safety such as exposure from impacts to soil and/or groundwater, contamination of drinking water, contamination of water wells, and inhalation of vapors. The SWRCB maintains a database, Leaking Underground Storage Tank Information System (“LUSTIS”), which contains information investigation and cleanup data that is updated quarterly. All of the information formerly contained in the LUSTIS database now resides in the SWRCB Geotracker database. For more information visit <http://www.swrcb.ca.gov> or [www.geotracker.waterboards.ca.gov](http://www.geotracker.waterboards.ca.gov).

SITE ID	SITE NAME	ADDRESS	CITY	STATUS
T0605900923	SOUTHLAND CORPORATION	SOUTHLAND CORPORATION	HUNTINGTON BEACH	1

**LUST Status Legend:**

- |   |                      |                                  |
|---|----------------------|----------------------------------|
| 1 Completed - Case Closed                     | 4 Open - Referred    | 7 Open - Site Assessment         |
| 2 Open - Assessment & Interim Remedial Action | 5 Open - Remediation | 8 Open - Verification Monitoring |
| 3 Open - Inactive                             | 6 Open - Reopen Case | 9 Open                           |



**THE RESOURCE CONSERVATION AND RECOVERY ACT (“RCRA”)**

SUBJECT PROPERTY  IS  IS NOT LOCATED WITHIN 1 MILE OF A RESOURCE CONSERVATION AND RECOVERY ACT (“RCRA”) SITE

The Resource Conservation and Recovery Act ("RCRA"), enacted in 1976, is the principal federal law in the United States governing the disposal of solid waste and hazardous waste. Hazardous waste generators, transporters, treaters, storers and disposers of hazardous waste are required to provide information on their activities to state environmental agencies. These agencies then provide the information to regional and national EPA offices through the Resource Conservation and Recovery Act Information System (“RCRAInfo”). Information on cleaning up after accidents or other activities that result in a release of hazardous materials to the water, air or land must also be reported through RCRAInfo. For more information visit <https://www.epa.gov/rcra>.

**TOXICS RELEASE INVENTORY (“TRI”)**

SUBJECT PROPERTY  IS  IS NOT LOCATED WITHIN 1 MILE OF A TOXICS RELEASE INVENTORY (“TRI”) SITE

The Toxics Release Inventory ("TRI") is a publicly available EPA database that contains information on specific toxic chemical releases and other waste management activities reported annually by certain covered industry groups as well as federal facilities. This inventory was established under the Emergency Planning and Community Right-to-Know Act of 1986, which requires facilities to use their best readily available data to calculate their releases and waste management estimates. If facilities do not have actual monitoring data, submitted values are derived from various estimation techniques. This report incorporates original TRI reports since 2001 and any updates that are available. To view the data that has been submitted more recently than the published updates, please access EPA Envirofacts at <https://www3.epa.gov/enviro/>.

**ENVIROSTOR**

SUBJECT PROPERTY  IS  IS NOT LOCATED WITHIN 1 MILE OF A HAZARDOUS WASTE AND CORRECTIVE ACTION FACILITY (“ENVIROSTOR”) SITE

The mission of the California Environmental Protection Agency's Department of Toxic Substances Control ("DTSC") is to protect California's people and environment from the harmful effects of toxic substances by restoring contaminated properties, identifying and promoting safer ingredients in consumer products, and ensuring stewardship through enforcement, regulation and pollution prevention. The EnviroStor database contains detailed information on hazardous waste permitted and corrective action facilities, as well as existing site cleanup information. The DTSC manages this database and has developed a public website for informational searches on investigation, cleanup, permitting, and/or corrective actions that are planned, being conducted or have been completed under DTSC's oversight. The EnviroStor database can be accessed through the DTSC Web Page located at: <http://www.envirostor.dtsc.ca.gov>.

PROJECT NAME	PROGRAM TYPE	STATUS	DISTANCE (IN MILES) FROM SUBJECT PROPERTY
BEST CLEANERS	EVALUATION	REFER: 1248 LOCAL AGENCY	0.22



PROJECT NAME	PROGRAM TYPE	STATUS	DISTANCE (IN MILES) FROM SUBJECT PROPERTY
GOODYEAR TIRE REPAIR	EVALUATION	REFER: 1248 LOCAL AGENCY	0.30
FORMER RED DOOR CLEANERS	VOLUNTARY CLEANUP	ACTIVE	0.84

**Emergency Planning Zone (“RADIATION”)**

SUBJECT PROPERTY  IS  IS NOT LOCATED IN AN EMERGENCY PLANNING ZONE

The Radiation Information Database (RADINFO) contains basic information about certain facilities that the U.S. Environmental Protection Agency (EPA) regulates for radiation and radioactivity. For more information see: <https://www.epa.gov/radiation>.

**Spills, Leaks, Investigation, and Cleanups sites (“SLIC”)**

SUBJECT PROPERTY  IS  IS NOT LOCATED WITHIN 1 MILE OF A KNOWN SPILLS, LEAKS, INVESTIGATIONS & CLEANUP SITE

In the Spills, Leaks, Investigations & Cleanup (SLIC) Program, Water Board staff oversee soil and water investigations, corrective actions, and human health risk assessments at sites with current or historic unauthorized discharges, which have adversely affected or threaten to adversely affect waters of the state. The program covers all types of pollutants (such as solvents, petroleum fuels, heavy metals, pesticides, etc) and all environments (including surface water, groundwater, sediment, and soil). Public participation is conducted and tailored to the needs of the community.

**CERCLIS**

SUBJECT PROPERTY  IS  IS NOT LOCATED WITHIN 1/2 MILE OF A KNOWN CERCLIS FACILITY.

The CERCLIS (Comprehensive Environmental Response, Compensation and Liability Information System) Database is now known as "SEMS" (Superfund Enterprise Management System) and includes all potential and confirmed hazardous waste sites at which the EPA Superfund program has some involvement. The EPA retired CERCLIS in November 2013 and has been transitioning to SEMS, which contains the same content as CERCLIS. SEMS contains information such as the current status of cleanup efforts, cleanup milestones reached, and amounts of liquid and solid media treated at sites on the National Priorities List (NPL) or under consideration for the NPL.





Report Date: 3/13/2023  
Report Number: 31235-287  
Subject Property: 10122 BISMARK DR  
APN: 155-033-09  
Page Number: 25

**Oil Wells**

SUBJECT PROPERTY  IS  IS NOT LOCATED WITHIN 1/4 MILE OF A KNOWN OIL WELL

This list includes oil wells which were used for production, exploration, injection, etc., and which may have been abandoned or are still in use. The requirements for abandonment of such wells have become more stringent since the 1970s. In some situations, formerly abandoned wells must be re-abandoned pursuant to such newer, more stringent requirements. We have divided the wells into "active" OILWELL-A and "plugged and abandoned" OILWELL-P. Further information on these wells can be obtained from: <http://www.consrv.ca.gov/dog/>.





**MAJOR NATURAL GAS PIPELINE**

SUBJECT PROPERTY  IS  IS NOT located within 1 mile of a major natural gas pipeline according to the California Energy

Commission Map of Major Natural Gas Pipelines.

Only 13.5 percent of the natural gas California used came from in-state production in 2006; the rest was delivered by pipelines from several production areas in the western United States and western Canada. California is at the end of those pipelines, forcing it to compete with other states for supplies. Once the gas arrives in California, it is distributed by the state’s three major gas utilities - San Diego Gas & Electric, Southern California Gas Company, and Pacific Gas and Electric - that provide a collective total of 98 percent of the state's natural gas. Long Beach and Palo Alto are the only municipal utilities in California that operate city-owned utility services for natural gas customers.

On September 9, 2010, a 30-inch Pacific Gas and Electric Company natural gas transmission pipeline in San Bruno exploded, claiming the lives of eight residents, injuring numerous others, and destroying many homes. As the state agency charged with overseeing the operation of the state’s utilities, the California Public Utilities Commission immediately had an inspector on-site in San Bruno, and has since been working closely with the National Transportation Safety Board to investigate the cause of the explosion, and take other actions in the interest of public safety. The National Pipeline Mapping System (“NPMS”) has provided a map viewer that shows pipeline locations throughout the United States at <https://www.npms.phmsa.dot.gov/>.

Source: California Energy Commission

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

(a) Every contract for the sale of residential real property entered into on or after July 1, 2013, shall contain, in not less than 8-point type, a notice as specified below:

**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 NPMS Internet Web site maintained by the United States Department of Transportation at <https://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

(b) Upon delivery of the notice to the transferee of the real property, the seller or broker is not required to provide information in addition to that contained in the notice regarding gas and hazardous liquid transmission pipelines in subdivision (a). The information in the notice shall be deemed to be adequate to inform the transferee about the existence of a statewide database of the locations of gas and hazardous liquid transmission pipelines and information from the database regarding those locations.

(c) Nothing in this section shall alter any existing duty under any other statute or decisional law imposed upon the seller or broker, including, but not limited to, the duties of a seller or broker under this article, or the duties of a seller or broker under Article 1.5 (commencing with Section 1102) of Chapter 2 of Title 4 of Part 4 of Division 2.



**Report Date:** 3/13/2023  
**Report Number:** 31235-287  
**Subject Property:** 10122 BISMARK DR  
**APN:** 155-033-09  
**Page Number:** 27

#### **Notice of Noise Pollution**

Environmental sounds that impede daily activities are considered noise pollution. Sources of noise that can diminish the quality of life include automobile traffic, trains, aircraft and construction operations. Health effects from noise pollution can include stress related illnesses, sleep loss, high blood pressure, and even hearing loss. For more information: <https://www.epa.gov/clean-air-act-overview/clean-air-act-title-iv-noise-pollution>.

#### **Notice of Air Pollution**

The burning of fossil fuels in automobiles, trucks, and industrial concerns contributes to reduced air quality. Ultraviolet light in the atmosphere acts on the traffic and industrial emissions to create photochemical smog. Air pollution can affect the respiratory system and cardiovascular system in the human body. It is an increased risk factor in respiratory infections, heart disease, and lung cancer. Asthma can be exacerbated by air pollution. For more information: [www.epa.gov/air/urbanair](http://www.epa.gov/air/urbanair).

#### **Notice of Electrical and Magnetic Fields ("EMF")**

Electrical and magnetic fields ("EMF") are natural forces caused by electricity. Sources of EMF include high voltage transmission lines, distribution lines, and household electronic devices. Health concerns from EMF have been studied. According to the EPA and the California Department of Public Health ("CDPH") these studies do not show a clear pattern of health hazards. However, the CDPH provides information regarding decreases of EMF at given distances. They indicate that the EMF from household electronic device decreases to background levels at a distance of 3 to 4 feet. The EMF from electricity distribution lines decreases to background levels at a distance of 60 to 200 feet. The EMF from high voltage transmission lines decreases to background levels at a distance of 300 to 1000 feet. For more information: <https://www.epa.gov/radtown/electric-and-magnetic-fields-power-lines>.

#### **Notice of Light Pollution**

Street lights, lighted commercial signs, and commercial buildings are examples of unnatural light that may diminish quality of life. An overly bright night time environment may cause sleep deprivation and may reduce scenic views. For more information: [https://en.wikipedia.org/wiki/Light\\_pollution](https://en.wikipedia.org/wiki/Light_pollution).



**Report Date:** 3/13/2023  
**Report Number:** 31235-287  
**Subject Property:** 10122 BISMARK DR  
**APN:** 155-033-09  
**Page Number:** 28

## TERMS AND CONDITIONS

1. This Natural Hazard Disclosure Report ("Report") was prepared solely for one transaction and one escrow, as described on page 1 (collectively, the "Transaction"). This Report was prepared by ("MyNHD"). This Report may be used solely between this seller and this buyer for that single Transaction related to the property address and assessor's parcel number ("Property") provided to MyNHD.
2. Only the Owner of the Property, the seller, the buyer, listing agent (s), real estate broker(s) and settlement agent(s), and their respective employees or agents, including office managers, if any, and involved in the Transaction (collectively, the "Recipients") may use and rely on this Report and only after they have paid in full for the Report. Neither lenders nor subsequent buyers of the Property may use or rely on this Report. There are no third party beneficiaries to this Report even if they have a foreseeable relationship with any of the Recipients, or with the Property. This Report is time-sensitive; its information is accurate only as of the date referenced on Page 1 (the "Effective Date"). Taxes, governmental legislation and other matters affecting the Property after the Effective Date are not disclosed, and MyNHD expressly disclaims any duty to supplement this Report to disclose any taxes, legislation, changes or charges becoming effective after the Effective Date. If the Transaction does not close within a reasonable time after the Effective Date, MyNHD strongly recommends that a new report be ordered.
3. MyNHD has not physically or visually inspected the property and this Report should not be used as a substitute for a physical or visual inspection of the Property. This Report is based solely on the Property address or and Assessor's Parcel Number provided by the Owner, Seller, or their respective agent(s). In order to prepare this Report, either the owner, seller, or their respective agent(s) provided MyNHD with the address and/or Assessor's Parcel Number for the subject Property. It is the responsibility of the Owner, Seller, or their respective agent(s) to confirm that the Property, which is the subject of the Report, is correctly identified, located, and characterized as being residential property. It is also the responsibility of the Owner, Seller, or their respective agent(s), to disclose to the Buyer and MyNHD: (a) any incorrect or incomplete features of this Report and (b) any matters which are known or should be known by the Owner, Seller, or their respective brokers/agent(s) which may not be disclosed in this Report. The property search is on a single residential parcel and does not include a search of secondary parcels or easements or common areas (in the case of condominium properties). This Report is not a title report or insurance policy and makes no opinion regarding the existence of liens or encumbrances against the property. This Report does not disclose whether the Property is contaminated with hazardous substances.
4. This Report may not be used in conjunction with any Natural Hazard Disclosure Statement ("NHDS") other than the NHDS issued as part of this Report. This Report may have an effect on the value of the Property; nevertheless, this Report may not be used in connection with any appraisal or valuation of the Property, or for any other valuation purposes. This Report is protected by copyright, trademark and other intellectual property laws and may not be copied or reproduced in any manner. Violators will be prosecuted as permitted by law.
5. This Report refers specifically to certain records, statutes and other information provided by various governmental agencies and third parties. In particular, the information contained in the tax disclosures are obtained from independent third parties. MyNHD has no way to verify the accuracy or completeness of this information, but has assumed the information is accurate and complete. If such information is not accurate or complete, MyNHD cannot and shall not be liable or responsible for such omissions or inaccuracies. MyNHD further shall not be liable or responsible for omissions or inaccuracies in the Report that the Recipients, or any of them, knew or should have known as of the Effective Date. This Report does not disclose whether the Property is contaminated with hazardous substances.
6. This Report is subject to the terms, limitations and conditions stated in this Report. In the event that the Recipient(s) report any inaccuracies, errors, or omissions, MyNHD's only obligation is to provide a corrected report. In the event of any claim tendered concerning the information in this Report, MyNHD's liability in any case other than gross negligence, is limited to actual proven damages as a result of an error or omission in the Report. Actual proven damages shall be measured by the difference between the fair market value of the Property without the error or omission and the fair market value of the Property with the error or omission as of the Effective Date of this Report ("Actual Proven Damages"). Said Actual Proven Damages liability maximum shall be determined by a retrospective appraisal performed by an MAI Designated Member of the Appraisal Institute specializing in the subject Property category (i.e. commercial or residential). In no case shall MyNHD have any liability for speculative damages, lost profits, or any direct or indirect, incidental or consequential damages arising in any way whatsoever with the preparation or use of this Report. Any action initiated relative to the Report shall be governed by the laws of the State of California without regard to conflicts of law principles. If any dispute arises in connection with this Report, the parties agree that the jurisdiction to deciding such dispute shall be venued in Los Angeles County, California.



**Report Date:** 3/13/2023  
**Report Number:** 31235-287  
**Subject Property:** 10122 BISMARK DR  
**APN:** 155-033-09  
**Page Number:** 29

7. There may be other disclosures required by California law; MyNHD makes no representations or warranties as to the adequacy or accuracy of any other representations, warranties or disclosures required under other such laws. MyNHD shall not be liable or responsible for failing to disclose any matters not known to MyNHD, not shown on the maps used by MyNHD, not recorded in the public record as of the Effective Date, or not included within the categories of items included in the Report. In the event of any error, omission or inaccuracy in the MyNHD Report for which MyNHD is liable, MyNHD reserves the right to assume defense of the action and/or, compromise or settle the matter with the Recipients, or any of them. The Recipients, and each of them, expressly waive the benefits of Civil Code Section 2778.

**8. This Report is not an Insurance Policy.** This MyNHD Report is not a replacement for a title report, a title insurance policy, or any other type of insurance policy. Recipients are encouraged to obtain a title report, purchase a title insurance policy, and to contact a local insurance agent regarding earthquake insurance, fire insurance and flood insurance. Recipients also may contact the National Flood Insurance Program regarding flood insurance. If there is a dispute involving a FEMA flood determination, MyNHD shall obtain a "Flood Certificate" from a flood insurance company admitted and licensed to do business in California. The determination shown on the Flood Certificate shall be final and binding as to whether the Property is or is not in Zone "A" or "V" as shown on Flood Insurance Rate Map panels. The issuance of a "Flood Certificate" showing that a property is not in Zone "A" or "V" does not guarantee that the entire parcel of property is outside of the area designated by FEMA as at risk of a flood. MyNHD is not and shall not be responsible or liable for any costs, losses, or compensatory or consequential damages arising from earthquakes, fires or floods.

9. If the Transaction involves multiple adjacent parcels, the parcel shown on Page 1 of this Report is regarded as the "Primary Parcel," and the disclosures contained in the Report operate as if only a single parcel is involved. In other words, even if a matter affects only one parcel, it will be disclosed as affecting all of the parcels. For parcel-by-parcel disclosures, individual reports must be ordered separately for each parcel. With regard to Mello-Roos Community Facilities Districts, Special Assessment Districts (1915 Bond Act) (collectively, "Mello-Roos/SAD") tax disclosures and the property tax breakdown (if included), the tax information is provided only for the Primary Parcel.

10. Only current tax-year Mello-Roos/SAD assessments are disclosed. However, accurate or complete Mello-Roos/SAD information sometimes is unavailable for a number of reasons, including (a) if a property is in foreclosure because a Mello-Roos/SAD assessment is delinquent, (b) if the secured property tax bill information is unavailable or has not been released by the county where the property is located. In addition, this Report may not disclose certain items because (i) they are not levied on the current tax bill, (ii) if the owner has applied for an exemption, certain items may not appear on the current tax bill, (iii) judicial foreclosure lawsuits sometimes cause items to be removed from the current tax bill, (iv) the property owner was billed directly for an item, e.g., apart from the secured property tax bills, and (v) the relevant County has not yet released the applicable tax information. The information in this Report comes from what MyNHD believes to be reliable sources. However, MyNHD shall not be responsible or liable for errors in the tax data it obtains from third party suppliers.

11. The maximum tax amounts specified in this Report are estimates only, calculated based on available County assessor data and/or third party data. MyNHD does not review of the relevant County recorder's or other jurisdictions' files to determine the presence of any other taxes or assessments affecting the Property. The levy amounts are subject to change for many reasons, including different interpretations of the Special Tax Formula, availability of data, and changes or corrections to classifications from year-to-year. The Report provides an estimate of items not included on the current tax bill, but the estimates are not comprehensive. For example, there may exist taxes and assessments which have not yet been levied on the tax bill or during the tax year described in the Report. MyNHD updates its information annually reasonably after updated information is released. Assessment districts also are subject to change, and therefore, this Report cannot be used or relied upon for nearby properties or future transactions involving this Property. Each Recipient is encouraged to contact the appropriate agents representing the local Mello-Roos/SAD with any specific questions they may have.



**Report Date:** 3/13/2023  
**Report Number:** 31235-287  
**Subject Property:** 10122 BISMARK DR  
**APN:** 155-033-09  
**Page Number:** 30

12. This Report is intended to satisfy the disclosure obligations related to Civil Code Sections 1103.2, 1102.6b, 1102.6c, 1102.6e, 1102.15, 1102.17, and 2079.10a. MyNHD has been asked by the seller to provide this Report to assist the seller, and both the buyer's and seller's agents, in availing itself/ themselves of the protections contained in Civil Code Section 1103.4. However, MyNHD cannot guaranty the availability of such protections, and makes no representations or warranties in connection therewith. California law also requires sellers to disclose a continuing lien securing the levy of special taxes pursuant to the Mello-Roos Community Facilities Act (Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code) and of a fixed lien assessment collected in installments to secure bonds issued pursuant to the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500) of the Streets and Highways Code) in connection with the sale of real property in California. MyNHD strongly recommends that the buyer obtain a title report and title insurance covering the Property; the MyNHD Report is not a replacement for a title report or a title insurance policy.

13. This Report discloses certain earthquake zones, flood zones, fire zones, and special tax assessment matters. Nothing in this Report relates to (a) title or title defects, (b) encroachments, geological issues or matters that would be disclosed by a land surveyor, soil survey or geological survey, (c) land use or zoning related matters, (d) parcel maps or subdivisions under the California Subdivided Land Acts or the Subdivision Map Act, (e) compliance with the Americans with Disabilities Act, local building codes or other federal, state or local laws, ordinances or restrictions that may affect the Property, (f) the use, occupancy or development of the Property, including any restrictions resulting from any state, local or federal governmental agency, such as school districts, water districts, joint power districts, flood control districts, or the California Coastal Commission, (g) building permits or any other permits that may be required for the Property or its current or future anticipated uses, or (h) any other matter potentially affecting the Property.

14. BY SIGNING, ACCEPTING OR USING THE NATURAL HAZARD DISCLOSURE STATEMENT OR THIS REPORT, THE RECIPIENTS, AND EACH OF THEM AND THEIR AGENTS AND REPRESENTATIVES, HEREBY ACKNOWLEDGE AND AGREE (AND SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED) THAT THEY HAVE REVIEWED, APPROVED AND ACCEPTED ALL OF THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED HEREIN. MYNHD SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR ANY REDUCTION IN THE VALUE OF THE PROPERTY, ARISING OUT OF OR RELATED TO THE PREPARATION, ISSUANCE, USE OF OR RELIANCE UPON THIS REPORT, EVEN IF SUCH DAMAGES ARE FORESEEABLE.

15. MyNHD, Inc. hereby agrees to indemnify the Owner or Seller, real estate broker(s) and agent(s), transaction coordinator(s), the escrow company, and/or settlement agent(s) and each of their respective employees, including office managers, ordering this Report as covered by our Professional Liability Insurance Policy for damages to the extent they are caused by our negligent acts, errors or omissions in the performance of our services and subject to the limitations of this Report. The Owner or Seller, real estate broker(s) and agent(s), transaction coordinator(s), the escrow company, and/or settlement agent(s) and each of their respective employees, including office managers, will not be liable for any error in this information as long as ordinary care is exercised in transmitting it. (Cal. Civ. Code §1102.4.)



## Issuing Policies of Chicago Title Insurance Company

ORDER NO.: **00939604-997-MW1**Escrow/Customer Phone: **(949) 720-0110**Granite Escrow & Settlement Services  
450 Newport Center Drive, Suite 600  
Newport Beach, CA 92660  
ATTN: Julie Parker  
Email: [jparker@graniteescrow.com](mailto:jparker@graniteescrow.com)  
Reference No.: 10122 Bismark Dr.Title Officer: **Melissa A. Walker - OC**  
Title Officer Phone: **(714) 289-3340**  
Title Officer Fax: **(949) 809-0680**  
Title Officer Email: [TeamWalker@TicorTitle.com](mailto:TeamWalker@TicorTitle.com)PROPERTY: **10122 Bismark Drive, Huntington Beach, CA 92646****PRELIMINARY REPORT**

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

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

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

*The policy(s) of title insurance to be issued hereunder will be policy(s) 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.***

Countersigned:

By:   
Authorized SignatureBy:   
Michael J. Nolan  
PresidentATTEST:   
Marjorie Nemzura  
Secretary

**PRELIMINARY REPORT**

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**EFFECTIVE DATE: March 7, 2023 at 7:30 a.m.****ORDER NO.: 00939604-997-MW1**

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

**ALTA Homeowner's Policy of Title Insurance (7-1-21)****ALTA Extended Loan Policy (7-1-21)**

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:](#)

**Liliane Rose Amr as surviving trustee of The Amr Family Revocable Living Trust**

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

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

Lot 114 of [Tract No. 4816](#), in the City Huntington Beach, County of Orange, State of California, of as per Map recorded in Book 171 Pages 8, 9 and 10 Inclusive of Maps, in the office of the County Recorder of said County.

EXCEPT all minerals and mineral rights of any kind and description, including , but not limited to, oil, oil rights, natural gas, natural gas rights, and other hydrocarbon substances by whatsoever name known within or beneath the land above described, together with the perpetual right to drill, mine, explore, produce and remove said minerals from, or to inject and store said minerals in, said land or other lands to whipstock or directionally drill, bore and mine from other land into, through or across the subsurface of said land below ay depth of five hundred (500) feet, from the surface and to bottom such whipstocked or directionally drilled wells, audits, tunnels and shafts under or beyond the boundaries of said land and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines and inject, store and remove minerals and water not produced from said land into or from the subsurface of said land and other, provided however, Tidewater oil company, a Corporation, shall have no right whatsoever to enter upon the surface of said land or into the subsurface thereof a depth of 500 feet in the exercise of any of its reserved rights, as reserved by Tidewater oil company, a Corporation, in the deed recorded September 4, 1962, in Book 6236, Page 57 of official records.

[APN: 155-033-09](#)

## EXCEPTIONS

### AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND 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 2023-2024
2. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) 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. 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, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, 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

Recording No.: [Book 6547, Page 963, of Official Records](#)

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

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

Purpose: Pole Lines, conduits and incidental purposes  
Recording No.: [Book 6617, Page 550, of Official Records](#)  
Affects: said land more particularly described therein

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

Purpose: Pole Lines, conduits and incidental purposes  
Recording No.: [Book 6634, Page 514, of Official Records](#)  
Affects: said land more particularly described therein

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

**EXCEPTIONS  
(Continued)**

9. 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.

**PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.**

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**END OF EXCEPTIONS**

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## REQUIREMENTS SECTION

1. 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.

2. The Company will require a current Trust Certification, pursuant to California Probate Code Section 18100.5, confirming the following facts and containing the following information, with respect to the hereinafter named Trust(s):

Name of Trust(s): The Amr Family Revocable Living Trust

- a) Date of execution and continued existence of the Trust;
- b) Identity of the Settlor(s)/Trustor(s) and the currently acting Trustee(s);
- c) Powers of the Trustee(s);
- d) Whether the Trust is revocable or not and, if revocable, who holds the power to revoke the Trust;
- e) If there are multiple trustees, the signature authority of the Trustees, including how many of the trustees are required to exercise powers of the Trust;
- f) The Trust Identification Number (usually a Social Security Number or an Employer Identification Number);
- g) The manner in which title to Trust assets should be held;
- h) The legal description of any interest in real property held in the trust; and
- i) The Certificate of Trust must contain a statement that the trust has not been revoked, modified, or amended so as to cause the representations to be incorrect and that it is being signed by all current Trustee(s) in the form of an acknowledged declaration.

Note: If an Affidavit of Death of a Trustee or Co-Trustee was or will be recorded, the signing successor or Surviving Trustee(s) must have the right to exercise the powers of the Trust.

The Company reserves the right to add additional items or make further requirements after receipt of the Trust Certification.

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**END OF REQUIREMENTS**

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## INFORMATIONAL NOTES SECTION

1. Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:  
  

<u>Tax Identification No.:</u>	<u>155-033-09</u>
Fiscal Year:	2022-2023
1st Installment:	\$594.37
2nd installment:	\$594.37
Exemption:	\$7,000.00
Code Area:	04-036
2. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
3. 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 10122 Bismark Drive, City of Huntington Beach, CA, to an Extended Coverage Loan Policy.
4. Note: None of the items shown in this report will cause the Company to decline to attach ALTA Endorsement Form 9 to an ALTA Loan Policy, when issued.
5. NOTE: Ticor Title Company of California will pay Chicago Title Insurance Company 12% of the title premium, as disclosed on lines 1107 and 1108 of the HUD-1.
6. Note: The policy of title insurance will include an arbitration provision. The company of 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 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.
7. 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.
8. 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.

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**END OF INFORMATIONAL NOTES**

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Melissa A. Walker - OC/911

## 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 phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

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

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

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

## Notice of Available Discounts

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

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

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

### **FNF Underwritten Title Company**

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

### **Underwritten by FNF Underwriters**

CTIC – Chicago Title Insurance Company  
CLTIC - Commonwealth Land Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
FNTIC - Fidelity National Title Insurance Company  
CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company  
CTIC – Chicago Title Insurance 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 (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

# FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

**Effective January 1, 2023**

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

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

## **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

## **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

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

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

## **Other Online Specifics**

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

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

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

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

## **Use of Personal Information**

FNF uses Personal Information for three main purposes:

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

## **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

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

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

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

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

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the “California Privacy” link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada’s telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginqueries@ag.state.nv.us](mailto:aginqueries@ag.state.nv.us).

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

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

**For Virginia Residents:** For additional information about your Virginia privacy rights, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

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

### **International Users**

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

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

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

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

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice’s effective date will show the

last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

**Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

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



## ATTACHMENT ONE (Revised 05-06-16)

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

#### EXCLUSIONS FROM COVERAGE

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

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

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

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

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

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

#### EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

- c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
  6. Lack of a right:
    - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
    - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
  7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
  8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
  9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

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

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

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

	<b>Your Deductible Amount</b>	<b>Our Maximum Dollar Limit of Liability</b>
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

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

**EXCLUSIONS FROM COVERAGE**

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

## {PART I

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

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

## PART II

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

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

#### EXCLUSIONS FROM COVERAGE

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

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

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

#### EXCEPTIONS FROM COVERAGE

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

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

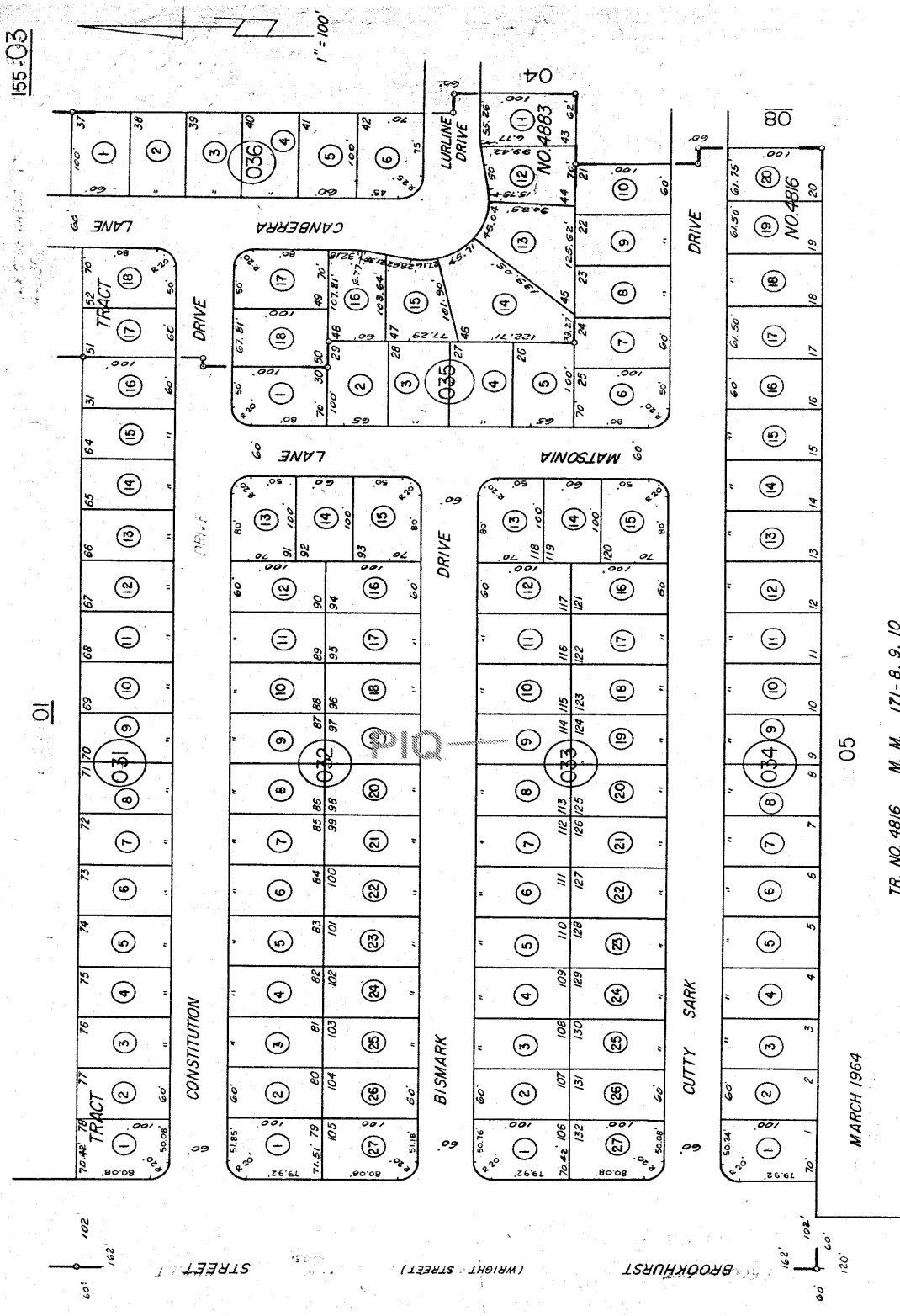
1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not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

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

### EXCLUSIONS FROM COVERAGE

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

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



ASSESSOR'S MAP  
 BOOK 155 PAGE 03  
 COUNTY OF ORANGE

NOTE- ASSESSOR'S BLOCK &  
 PARCEL NUMBERS  
 SHOWN IN CIRCLES

TR. NO. 4816 M. M. 171-8, 9, 10  
 TR. NO. 4883 M. M. 184-29, 30, 31

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MARCH 1964

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

# Ticor Title Company of California Statement Of Information

CONFIDENTIAL - TO BE USED ONLY IN CONNECTION WITH Transaction Number: 00939604-997-MW1

NOTE: This form is very important. It is needed to verify your identity and to eliminate judgments and liens against people with similar names.

THE STREET ADDRESS of the property in this transaction is: (If none, please leave blank)

ADDRESS: \_\_\_\_\_ CITY and STATE: \_\_\_\_\_

1. Improvements:  Single Residence  Multiple Residence  Commercial  Vacant Land  
2. Occupied By:  Owner  Tenants 3. ANY CONSTRUCTION WITHIN THE LAST 6 MONTHS?  YES  NO  
4. IF YES to No. 3, STATE NATURE WORK DONE: \_\_\_\_\_

## PARTY 1

## PARTY 2

First Middle Last

First Middle Last

Former Last Name(s), if any

Former Last Name(s), if any

Birthplace Birth Date

Birthplace Birth Date

Social Security Number Driver's License No.

Social Security Number Driver's License No.

I  am single  am married  have a **registered** domestic partner

I  am single  am married  have a **registered** domestic partner

Current Spouse or Registered Domestic Partner (Other Than Party 2):

Current Spouse or Registered Domestic Partner (Other Than Party 1):

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Former spouse/domestic partner (if none – check this box )

Former spouse/domestic partner (if none – check this box )

Deceased Date: \_\_\_\_\_ Where: \_\_\_\_\_

Deceased Date: \_\_\_\_\_ Where: \_\_\_\_\_

Divorce/Dissolution Date: \_\_\_\_\_ Where: \_\_\_\_\_

Divorce/Dissolution Date: \_\_\_\_\_ Where: \_\_\_\_\_

Children from current and/or former marriages and/or domestic partnerships

Children from current and/or former marriages and/or domestic partnerships

Child Name: \_\_\_\_\_ DOB \_\_\_\_\_

Child Name: \_\_\_\_\_ DOB \_\_\_\_\_

Child Name: \_\_\_\_\_ DOB \_\_\_\_\_

Child Name: \_\_\_\_\_ DOB \_\_\_\_\_

### Marriage or Domestic Partnership Between Parties 1 and 2

Are Parties 1 and 2:  Married? Date: \_\_\_\_\_  Registered Domestic Partners? Date: \_\_\_\_\_

### Party 1 - Occupations For Last 10 Years (attach an additional page, if necessary)

Present Occupation Firm Name Address From To

Prior Occupation Firm Name Address From To

### Party 1 - Residences For Last 10 Years (attach an additional page, if necessary)

Number And Street City, State, Zip Code From To

Number And Street City, State, Zip Code From To

### Party 2 - Occupations For Last 10 Years (attach an additional page, if necessary)

Present Occupation Firm Name Address From To

Prior Occupation Firm Name Address From To

### Party 2 - Residences For Last 10 Years (attach an additional page, if necessary)

Number And Street City, State, Zip Code From To

Number And Street City, State, Zip Code From To

Have any of the above parties owned or operated a business?  No  Yes If yes, please list name(s): \_\_\_\_\_

I have never been adjudged, bankrupt nor are there any unsatisfied judgments or other matters pending against me which might affect my title to this property except as follows: \_\_\_\_\_

The undersigned declare under penalty of perjury that the above information is true and correct (all parties must sign)

Phone(s) # \_\_\_\_\_

Phone(s) # \_\_\_\_\_

E-Mail: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Party 1 Signature

Date

Party 2 Signature

Date



RECORDING REQUESTED BY  
**Ticor Title Company of California**  
WHEN RECORDED MAIL TO:  
**=addressee=**

ORDER NO.: **00939604-997-MW1**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CERTIFICATION OF TRUST**  
**California Probate Code Section 18100.5**

The undersigned declare(s) under penalty of perjury under the laws of the State of California that the following is true and correct:

1. The Trust known as \_\_\_\_\_,  
executed on \_\_\_\_\_, is a valid and existing trust.
2. The name(s) of the settlor(s) of the Trust is (are): \_\_\_\_\_  
\_\_\_\_\_
3. The name(s) of the currently acting trustee(s) is (are): \_\_\_\_\_  
\_\_\_\_\_
4. The trustee(s) of the Trust have the following powers (initial applicable line(s)):  
\_\_\_\_\_ Power to acquire additional property.  
\_\_\_\_\_ Power to sell and execute deeds.  
\_\_\_\_\_ Power to encumber, and execute deeds of trust.  
\_\_\_\_\_ Other: \_\_\_\_\_
5. The Trust is (check one): \_\_\_\_\_ Revocable \_\_\_\_\_ Irrevocable  
The name of the person who may revoke the Trust is: \_\_\_\_\_
6. The number of trustees who must sign documents in order to exercise the powers of the Trust is (are): \_\_\_\_\_,  
whose name(s) is (are): \_\_\_\_\_
7. Title to Trust assets is to be taken as follows: \_\_\_\_\_
8. The Trust has not been revoked, modified or amended in any manner which would cause the representations  
contained herein to be incorrect.
9. I (we) am (are) all of the currently acting trustees.
10. I (we) understand that I (we) may be required to provide copies of excerpts from the original Trust documents  
which designate the trustees and confer the power to act in the pending transaction.

Dated: \_\_\_\_\_

(Acknowledgement must be attached)

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

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

STATE OF CALIFORNIA  
COUNTY OF

} SS:

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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WITNESS my hand and official seal.

Signature \_\_\_\_\_



**OWNER'S DECLARATION**

Escrow No.: 00939604-997-OCT-MW1  
Property Address: 10122 Bismark Drive, Huntington Beach, CA 92646

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
  - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at 10122 Bismark Drive, Huntington Beach, CA 92646, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
  - b. Declarant is the \_\_\_\_\_ of \_\_\_\_\_ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at 10122 Bismark Drive, Huntington Beach, CA 92646, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
  - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
  - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with \_\_\_\_\_ upon the Land in the approximate total sum of \$\_\_\_\_\_, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: \_\_\_\_\_ . Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Ticor Title Company of California against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, special assessments, periodic assessments or any assessment from any source, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records. There are no violations of the covenants, conditions and restrictions as shown in the above-referenced Preliminary Report/Commitment.
5. The Land is currently in use as \_\_\_\_\_; \_\_\_\_\_ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:  
\_\_\_\_\_
6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.
8. Between the most recent Effective Date of the above-referenced Preliminary Report/Commitment and the date of recording of the Insured Instrument(s), Owner has not taken or allowed, and will not take or allow, any action or inaction to encumber or otherwise affect title to the Land.

This declaration is made with the intention that Ticor Title Company of California (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on \_\_\_\_\_ at \_\_\_\_\_.

Signature: \_\_\_\_\_