



**20+/- acres vacant land on North Bobcat**

Property Address **unincorporated area, CA 96101**

Date **May 13, 2016**

**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.
- 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 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.
- The terms of the purchase 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.

**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.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.

**1. 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 have expertise in these areas. 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.





**2. 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. Brokers do not have expertise in this area. Standard title insurance does not insure the boundaries of the Property. If Buyer wants information about the exact square footage, lot size or location of Property corners or boundaries, Broker recommends that Buyer hire an appraiser or licensed surveyor to investigate these matters or to prepare a survey of the property during Buyer's inspection contingency period.

**3. 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. Brokers do not have expertise in this area. 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.

**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. Brokers do not have expertise in this area. 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).

**5. ENVIRONMENTAL HAZARDS:** Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. 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. Brokers do not have expertise in this area. 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."

**6. 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](http://www.epa.gov/lead) for more information. Buyer and Seller are advised to consult an appropriate professional.

**7. 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. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants."

**8. 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.

**9. 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.

**10. 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. Brokers do not have expertise in this area. 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.

**11. 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.

**12. 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. Brokers do not have expertise in this area. 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.

**13. 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.

**14. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** Buyer and Seller are advised that California Public Resources Code Sections 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Brokers do not have expertise in this area. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones.

**15. FIRE HAZARDS:** Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code Section 4136 and California Government Code Sections 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Brokers do not have expertise in this area. Buyer is advised that there is a potential for fires even outside designated zones.

**16. FLOOD HAZARDS:** Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code Section 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Brokers do not have expertise in this area. Buyer is advised that there is a potential for flooding even outside designated zones.

**17. 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.





**18. 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. 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 of the Property, its development and size. 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.

**19. 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.

**20. 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. In particular, changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC). Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website <http://www.energy.ca.gov/title24/changeout>. Home warranty policies may not cover such inspections or repairs. The phase out of the use of R-22 Freon will have an impact on repairs and replacement of existing air conditioning units and heat pumps. More information is available from the Environmental Protection Agency at <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>. New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at [http://www1.eere.energy.gov/buildings/appliance\\_standards/product.aspx/productid/27](http://www1.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27). If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**21. 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.

**22. 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.



**23. 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.

**24. 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.

**25. 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 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. Brokers do not have expertise in this area. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements.

**26. 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 low-flow toilets and showerheads, gas shut-off valves, and tempered glass. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance.

**27. 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.

**28. NEIGHBORHOOD, AREA, PERSONAL FACTORS, 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. 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 <http://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.





**29. 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.

**30. MARIJUANA 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's medical marijuana law is 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" ([http://ag.ca.gov/cms\\_attachments/press/pdfs/n1601\\_medicalmarijuanaguidelines.pdf](http://ag.ca.gov/cms_attachments/press/pdfs/n1601_medicalmarijuanaguidelines.pdf)) and the U.S. Department of Justice memo regarding marijuana prosecutions at <http://www.justice.gov/opa/documents/medical-marijuana.pdf>. 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.

**31. 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 SSD). 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 Association Insurance. 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.

**32. 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 escrows provide the following notice to borrowers:

"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 and by the CFPB.

**33. 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.

**34. 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 on 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.

**35. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS:** Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in Section 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. Brokers do not have expertise in this area.

**36. 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 the property for the amount owed plus interest. The property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. purchase agreement, 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.

**37. 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. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. 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.

**38. 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.

**39. 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.

**40. COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES:** Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations Section 1228 for more information and exceptions. Private transfer fees: (i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.

**41. 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 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 [Saferproducts.gov](http://www.saferproducts.gov) which allows a Buyer to search by product type or product name. Buyers may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyers satisfy themselves regarding recalled or defective products. Brokers do not have expertise in this area and Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit.

**42. RENTAL PROPERTY RESTRICTIONS:** Buyer and Seller are advised that some cities and counties impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property and 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 during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**43. 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.

**44. 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.





**45. INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA:** Buyer and Seller are advised that Broker may employ a service to provide a "virtual tour" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. Neither the service provider nor Brokers have control over who will obtain access to such services 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. 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 Brokers have no control over how long the information concerning the Property will be available on the Internet or through social media. Brokers do not have expertise in this area.

**46. ESCROW FUNDS:** Buyer and Seller are advised that California Insurance Code Section 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.

**47. 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.

**48. NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL:** 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 of Your 'Supplemental' Property Tax Bill" 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. 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.

**49. 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.

**50. FIRPTA/CALIFORNIA WITHHOLDING:** Buyer and Seller are advised that: (i) Internal Revenue Code Section 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the buyer acquires the property as Buyer's residence and the price paid does not exceed \$1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is \$300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code Section 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.

SBSA REVISED 1/16 (PAGE 10 OF 12)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 10 OF 12)

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**51. LIQUIDATED DAMAGES:** Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form RID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.

**52. MEDIATION:** Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA-CA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails.

**53. 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.

**54. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

**55. DEATH ON THE PROPERTY:** California Civil Code Section 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when. Section 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing.

**56. ELECTRONIC SIGNATURES:** The ability to use electronic signatures to sign legal documents is a great convenience, facilitating the ability to send and receive documents and reach agreement in a real estate transaction. However, Buyers and Sellers are cautioned to carefully read each provision. Arrows indicating "sign here" are merely there for the convenience of finding the next signature line. Only sign if you consent to the terms provided in the document. Brokers strongly advise Buyers and Sellers to read the entire document before signing even if they have reviewed an earlier draft. Do not just scroll through or skip to the next signature line. You are signing a legally binding agreement. Read it carefully. Ask your Broker, Agent or legal advisor if you have questions or do not understand a provision, and sign only if you agree to be bound by the terms.





Property Address: 20+/- acres vacant land on North Bobcat, unincorporated area, CA 96101 Date: May 13, 2016

**57. LOCAL ADDENDA (IF CHECKED):**

The following local disclosures or addenda are attached:

- A. ☒ Seller Vacant Land Questionnaire (VLQ 4 pages)  
B. ☒ ParcelQuest Modoc, CA Property Detail APN#021-230-47  
C. ☒ Modoc County Assessor Parcel Map 21-23  
D. ☒ Modoc County Marijuana Ordinance

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

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

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

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

(Address) \_\_\_\_\_

SELLER Irma Alarcon \_\_\_\_\_ Irma Alarcon, Trustee Date 05/13/2016

SELLER \_\_\_\_\_ Alarcon Family 1994 Trust Date 11/3/94

2380 Paso Robles St., Oceano, CA 93445

(Address) \_\_\_\_\_

Real Estate Broker (Selling Firm) \_\_\_\_\_ Cal BRE Lic. # \_\_\_\_\_

By \_\_\_\_\_ Cal BRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Real Estate Broker (Listing Firm) United Country Stevenson Realty \_\_\_\_\_ Cal BRE Lic. # 01375178

By Sandra Jo Stevenson \_\_\_\_\_ Cal BRE Lic.# 01197151 Date 05/13/2016

Sandra Jo Stevenson, CEO

Address 1023 North Court St. \_\_\_\_\_ City Alturas \_\_\_\_\_ State CA Zip 96101-3328

Telephone (530)233-2440x 34 Fax (530)233-2406 Email sstevenson@unitedcountry.com

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SBSA REVISED 1/16 (PAGE 12 OF 12)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 12 OF 12)

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38510 Alarcon





## SELLER VACANT LAND QUESTIONNAIRE

(C.A.R. Form VLQ, 11/12)

I. Seller makes the following disclosures with regard to the real property described as 20+/- acres vacant land on North Bobcat, Assessor's Parcel No. 021-230-47, situated in unincorporated area, County of Modoc, California, ("Property").

II. The following are representations made by the Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker have not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desire legal advice, they should consult an attorney.

III. Note to Seller: PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Answer based on actual knowledge and recollection at this time.
- Something that you do not consider material or significant may be perceived differently by a Buyer.
- Think about what you would want to know if you were buying the Property today.
- Read the questions carefully and take your time.

IV. Note to Buyer: PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Something that may be material or significant to you, may not be perceived the same way by the Seller.
- If something is important to you, be sure to put your concerns and questions in writing (C.A.R. Form BMI).
- Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
- Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

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

### BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

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

1. Surveys, markers, stakes, pins or maps showing the location of the Property ..... ☒ Yes ☐ No
2. Any unrecorded easement, encroachment or other dispute, maintenance or use agreement affecting access to, or the boundaries of, the Property ..... ☐ Yes ☒ No
3. Use of the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress, or other travel or drainage. .... ☐ Yes ☒ No
4. Leases, rental agreements, service contracts, licenses, permits or related agreements regarding use of the Property by others ..... ☐ Yes ☒ No
5. Use of any neighboring property by you ..... ☐ Yes ☒ No
6. The absence or limitation of legal or physical access to the Property ..... ☐ Yes ☒ No

Explanation: 1. ASSESSOR'S PARCEL MAP

### GEOLOGIC CONDITIONS AND ENVIRONMENTAL HAZARDS:

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

7. Fill (compacted or otherwise), soil instability, caves, mines, caverns, or slippage on the Property ..... ☐ Yes ☒ No
8. Radon, methane or other gases, contaminated soil or water, hazardous waste, or waste disposal sites on the Property ..... ☐ Yes ☒ No
9. Fuel, oil or chemical storage tanks above or underground ..... ☐ Yes ☒ No
10. Past or present treatment or eradication of pests or odors. .... ☐ Yes ☒ No

Explanation:

Buyer's Initials ( ) ( )

Seller's Initials ( X LA ) ( )

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VLQ REVISED 11/12 (PAGE 1 OF 4)

SELLER VACANT LAND QUESTIONNAIRE (VLQ PAGE 1 OF 4)

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





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

11. Agricultural use restrictions pursuant to the Williamson Act or other law ☐ Yes ☒ No
12. Whether the Property is in or adjacent to an area with Right to Farm rights ☐ Yes ☒ No
13. Presence of any endangered, threatened, "candidate" species, wetlands, historic artifacts or human remains on the Property ☐ Yes ☒ No
14. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property ☐ Yes ☒ No
15. Conditions or laws that may affect the ability to place and/or use a manufactured home on the Property ☐ Yes ☒ No
16. Special taxes pursuant to the Mello-Roos Community Facilities Act, Improvement Bond Act of 1915 or other law ☐ Yes ☒ No
17. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that apply to or could affect the Property ☐ Yes ☒ No
18. Existence or pendency of any rent control, occupancy restrictions or retrofit requirements that apply to or could affect the Property ☐ Yes ☒ No
19. Existing or contemplated building or use moratorium that apply to or could affect the Property ☐ Yes ☒ No
20. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ☐ Yes ☒ No
21. Proposed construction, reconfiguration, or closure of nearby government facilities or amenities such as schools, parks, roadways and traffic signals ☐ Yes ☒ No
22. Existing or proposed government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting, or (iii) that flammable materials be removed ☐ Yes ☒ No

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

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

23. Standing water, flooding, pumps, underground water, or water-related soil settling or slippage on or affecting the Property ☐ Yes ☒ No
24. Rivers, streams, flood channels, underground springs, high water table, floods or tides on or affecting the Property ☐ Yes ☒ No

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

**UTILITIES AND SERVICES:****ARE YOU (SELLER) AWARE OF...**

25. Whether any of the following utilities or services are available ON the Property ☐ Yes ☒ No
- If yes, check which ones: ☐ wells ☐ sewer ☐ septic ☐ sanitation ☐ leach lines ☐ water ☐ gas
- ☐ electric ☐ telephone ☐ cable ☐ other \_\_\_\_\_
- If no, are you aware of the distance such utilities or services are from the Property? ☐ Yes ☒ No

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

**LANDSCAPING, AGRICULTURE, STRUCTURES OR OTHER IMPROVEMENTS:****ARE YOU (SELLER) AWARE OF...**

26. Diseases or infestations affecting trees, plants or vegetation on or near the Property ☐ Yes ☒ No
27. Diseases, infestation or other reason affecting the production of any agricultural trees or crops on the Property ☐ Yes ☒ No
28. Operational sprinklers or irrigation systems on the Property ☐ Yes ☒ No
- If yes, are they ☐ automatic or ☐ manually operated.
29. Any structures or improvements (such as pad, foundations, or shelter) ☐ Yes ☒ No

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

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

30. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, livestock, wildlife, insects or pests, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, or wildlife ☐ Yes ☒ No

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

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

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

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38510 Alarcon





**COMMON INTEREST CONDOMINIUMS AND DEVELOPMENTS:****ARE YOU (SELLER) AWARE OF...**

31. Any Homeowner or Property Owner Association (OA) governing the Property, or any pending or proposed dues increases, special assessments, rules changes, insurance, availability issues or threatened or pending litigation by or against the OA affecting the Property .....

☐ Yes ☒ No

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

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

32. Any other person or entity on title other than Seller(s) signing this form .....
33. Leases, options or claims affecting or relating to title or use of the Property .....
34. Any other person or entity other than Seller(s) signing this form with a legal claim to oil, mineral, gas or water rights .....
35. Past, present, pending or threatened lawsuits, mediations, arbitrations, tax liens, abatement liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, OA or neighborhood .....

☐ Yes ☒ No☐ Yes ☒ No☐ Yes ☒ No☐ Yes ☒ No

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

**DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:****ARE YOU (SELLER) AWARE OF...**

36. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to correct damage .....

☐ Yes ☒ No

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

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

37. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to the condition of the Property or easements, encroachments, boundary disputes or environmental conditions affecting the Property .....
- (If yes, provide any such documents in your possession to Buyer)
38. Department of Real Estate Public Report, or subdivision map .....
39. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) .....
40. The release of an illegal controlled substance on or beneath the Property. ....
41. Whether the Property is located in or adjacent to an "industrial use" zone .....
- (In general, a zone or district allowing manufacturing, commercial or airport uses.)
42. Whether the Property is affected by a nuisance created by an "industrial use" zone .....
43. Whether the Property is located within 1 mile of a former federal or state ordnance location .....
- (In general, an area once used for military training purposes that may contain potentially explosive munitions.)
44. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision .....
45. Insurance claims affecting the Property within the past 5 years .....
46. Matters affecting title of the Property. ....
47. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer .....

☐ Yes ☒ No☐ Yes ☒ No☐ Yes ☒ No☐ Yes ☒ No☐ Yes ☒ No☐ Yes ☒ No☐ Yes ☒ No☐ Yes ☒ No☐ Yes ☒ No☐ Yes ☒ No☐ Yes ☒ No☐ Yes ☒ No☐ Yes ☒ No

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

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

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

Seller's Initials ( X L.A. ) ( \_\_\_\_\_ )

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38510 Alarcon





Property Address: 20+/- acres vacant land on North Bobcat, unincorporated area, CA 96101 Date: May 13, 2016

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

Date 05/13/2016  
SELLER *Irma Alarcon*  
By Irma Alarcon, Trustee  
Print name Irma Alarcon, Trustee  
Title \_\_\_\_\_

Date \_\_\_\_\_  
SELLER \_\_\_\_\_  
By \_\_\_\_\_  
Print name Alarcon Family 1994 Trust 11/3/94  
Title \_\_\_\_\_

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

Date \_\_\_\_\_  
BUYER \_\_\_\_\_  
By \_\_\_\_\_  
Print name \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_  
BUYER \_\_\_\_\_  
By \_\_\_\_\_  
Print name \_\_\_\_\_  
Title \_\_\_\_\_

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1 Property Address: ALTURAS CA 96101

## Ownership

County: **MODOC, CA**  
 Assessor: **CHERI BUDMARK, ASSESSOR**  
 Parcel # (APN): **021-230-47-11**  
 Parcel Status: **ACTIVE**  
 Owner Name: **ALARCON IRMA TRUSTEE**  
 Mailing Address: **2380 PASO ROBLES ST OCEANO CA 93445**  
 Legal Description:

## Assessment

Total Value:	<b>\$37,489</b>	Use Code:	<b>30</b>	Use Type:	<b>VACANT</b>
Land Value:	<b>\$37,489</b>	Tax Rate Area:	<b>057-007</b>	Zoning:	
Impr Value:		Year Assd:	<b>2015</b>	Census Tract:	<b>1.00/</b>
Other Value:		Property Tax:		Price/SqFt:	
% Improved:	<b>0%</b>	Delinquent Yr:			
Exempt Amt:		HO Exempt:	<b>N</b>		

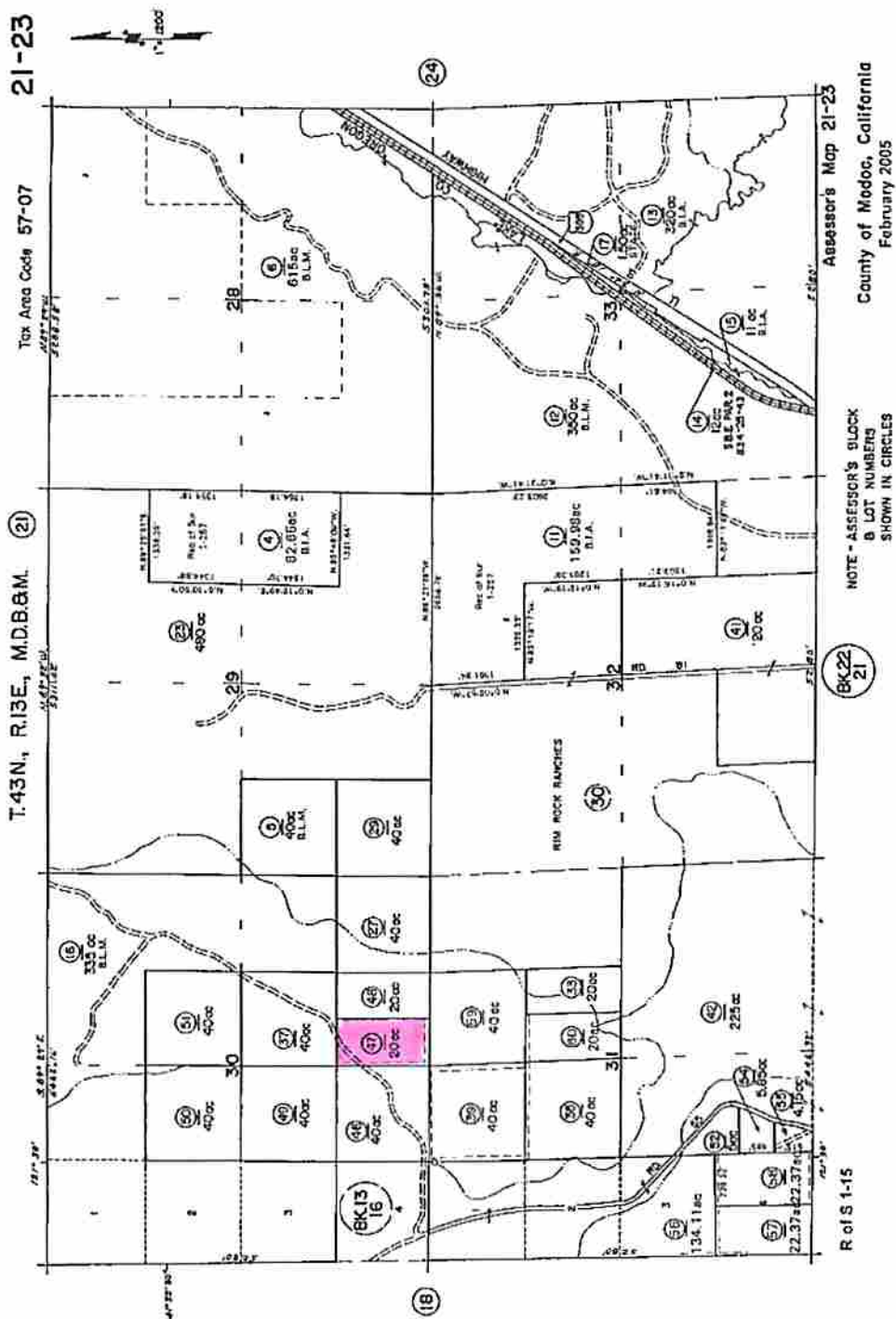
## Sale History

	Sale 1	Sale 2	Sale 3	Transfer
Document Date:	<b>12/12/1994</b>			<b>12/12/1994</b>
Document Number:	<b>405-935</b>			<b>405-935</b>
Document Type:				
Transfer Amount:				
Seller (Grantor):				

## Property Characteristics

Bedrooms:	Fireplace:	Units:
Baths (Full):	A/C:	Stories:
Baths (Half):	Heating:	Quality:
Total Rooms:	Pool:	Building Class:
Bldg/Liv Area:	Park Type:	Condition:
Lot Acres: <b>20.000</b>	Spaces:	Site Influence:
Lot SqFt: <b>871,200</b>	Garage SqFt:	Timber Preserve:
Year Built:		Ag Preserve:
Effective Year:		







# MODOC COUNTY PLANNING DEPARTMENT

203 WEST 4<sup>TH</sup> STREET  
ALTURAS, CALIFORNIA 96101  
(530)233-6406  
[WWW.CO.MODOC.CA.US/DEPARTMENTS/PLANNING](http://WWW.CO.MODOC.CA.US/DEPARTMENTS/PLANNING)

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## Medical Marijuana Cultivation Uses

This is a brief overview of Modoc County's policies regarding medical marijuana uses. Please refer to the applicable ordinance or Modoc County Code Section for all of the local regulations in their entirety.

## Commercial Marijuana Uses

Commercial medical marijuana uses including cultivation, processing and dispensaries are prohibited in the unincorporated area of Modoc County (MCC Section 18.180; Ordinance 353).



## Personal Marijuana Cultivation

Limited personal medical marijuana cultivation is allowed within the unincorporated area of the County in accordance with the parameters established by Ordinance 349-C (MCC Section 18.175) which includes the following:

- Cultivation is limited to a total of twelve (12) or fewer medical marijuana plants per Qualified Patient for up to two (2) Qualified Patients per parcel.
- Cultivation is an accessory use to a properly permitted and habitable residential structure (i.e. dwelling, house) located on the same parcel of land.
- A physician recommendation or affidavit must be made available upon request.
- Cultivation does not adversely affect the health, safety, or general welfare of persons at the cultivation site or at any nearby property by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, or vibration.
- Cultivation may be conducted by a Primary Caregiver on behalf of a Qualified Patient(s), but only at the Qualified Patient's primary residence and/or at the Primary Caregiver's primary residence, and only in conformance with all applicable State and local regulations and all limitations as established by Ordinance 349-C.
- Chemicals, fertilizers, gas products (CO<sup>2</sup>, butane, etc.) or any other products or equipment associated with the cultivation of marijuana are used, stored and disposed of in a manner consistent with the manufacturer's instructions and/or any applicable state or federal law.

## Cultivation Area Requirements

Cultivation Areas must be a minimum of 1,000 feet from sensitive uses including, but not limited to, public schools, parks or any establishment, public or private, that caters



primarily to persons under 18 years of age. Measurement shall be from the property line of the use considered to be sensitive to the closest portion of the Cultivation Area.

**Indoor Cultivation** may only occur within a detached structure not meant for human habitation that is accessory to--and located on--the same parcel as the residence and in accordance with the definition of Indoor Cultivation. The detached accessory structure must be fully enclosed and secure against unauthorized entry and constructed of solid materials that cannot be easily broken through, otherwise the cultivation will be considered to be Outdoor Cultivation and will be subject to fence screening and locking requirements as outlined below.

**Outdoor Cultivation** shall be enclosed by a fence that is kept secure with a lock or other device that limits unauthorized access. Ordinance 349-C defines a fence as being an "...effective barrier connected by boards, masonry, rails, panels or any other materials typically used for residential fences for the purpose of enclosing, securing, and screening a Cultivation Area." Fencing in excess of six feet in height shall be subject to approval of a building permit. For the purposes of the cultivation of medicinal marijuana in accordance with the following are not considered to be a "fence": Retaining walls, tarpaulins, hedges, bushes or other obstructions such as piled up debris; dirt, trees, weeds or vegetation and/or other scrap material.

#### **Violations**

Any person owning, leasing, occupying or having charge or possession of any parcel of land within the unincorporated area of the County to cause or allow such parcel of land to be used for the Cultivation of Marijuana or Medical Marijuana in violation of the provisions contained herein or any provisions set forth in Division 10 of the Health and Safety Code of the State of California.

The Cultivation of Marijuana plants, either indoors, outdoors, or combined on any parcel not in conformance with the provisions of this Section is hereby declared to be a public nuisance that may be abated in accordance with Chapter 8.20 (Nuisance Abatement and Civil and Criminal Penalties for Code Violations) or 18.158 (Enforcement) of the Modoc County Code, and by any other available by law.

#### **Enforcement**

Marijuana Cultivation is subject to Chapter 8.20 (Nuisance Abatement and Civil and Criminal Penalties for Code Violations) or 18.158 (Enforcement) of the Modoc County Code, and by any other means available by law. In the performance of his or her function, the Enforcing Officer is authorized to request and inspect any evidence that serves to confirm compliance with any or all provisions of this Section, including, but not limited to, the following: (1) original documents or other evidence establishing the Qualified Patient or Primary Caregiver status of the person or persons involved in the Cultivation; (2) legal Residence of the person or persons involved in the Cultivation; (3) verification of the place of residence of all Qualified Patients for whom a Primary Caregiver is cultivating pursuant to Health and Safety Code section 11362.7(d).

**PLEASE CONTACT THE PLANNING DEPARTMENT AT (530)233-6406 OR BY E-MAIL AT [planning@co.modoc.ca.us](mailto:planning@co.modoc.ca.us) FOR FURTHER INFORMATION**



**ORDINANCE NUMBER       #349-C**  
**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF**  
**THE COUNTY OF MODOC**  
**AMENDING TITLE 18 ZONING ORDINANCE BY ADDING CHAPTER 18.175**  
**'MEDICAL MARIJUANA CULTIVATION',**  
**AS RECOMMENDED BY THE MODOC COUNTY PLANNING COMMISSION.**

NOW, THEREFORE BE IT ORDAINED by the County Board of Supervisors of the County of Modoc as follows:

Section 17.175 is added to the Modoc County Code as follows:

**17.175 Medical Marijuana Cultivation**

**SECTION 1.**

**A. Legislative Findings.**

The Board of Supervisors finds as follows:

1. In 1996, the voters of the State of California approved Proposition 215 which was codified as Health and Safety Code Section 11362.5, and entitled "The Compassionate Use Act of 1996."
2. The intent of the Act was to enable persons who are in need of marijuana for medical purposes to legally obtain and use it without fear of criminal prosecution under limited, specified circumstances.
3. In 2004, Senate Bill 420 was enacted, codified as California Health and Safety Code Section 11362.7 *et seq.* and entitled the "Medical Marijuana Program Act," to clarify the scope of the Act and allow cities and counties to adopt and enforce rules and regulations consistent with its provisions.
4. This ordinance is enacted, consistent with Health and Safety Code Section 11362.7 *et seq.* to protect the public health, safety and welfare of Modoc County residents.
5. The County has adopted a Zoning Ordinance identified as Title 18 (Zoning) of the Modoc County Code.
6. That prior to the enactment of this Section, there were no adopted rules and regulations specifically applicable to the cultivation of Medical Marijuana and the lack of such controls could lead to a proliferation of marijuana cultivation and the inability of the County to regulate this land use.
7. That based on the adverse secondary impacts that have occurred and the lack of any regulatory program in the County regarding the cultivation of Medical Marijuana; it is reasonable to conclude that negative effects on the public health, safety, and welfare may occur in the County as a result of the proliferation of large-scale, unregulated Medical Marijuana



cultivation and the lack of appropriate regulations governing the establishment and operation of such land uses.

8. That unregulated large scale Medical Marijuana cultivation has rapidly increased in the County which increases the risk of criminal activity and the degradation of the natural environment.
9. That some Medical Marijuana grows are occurring on unattended private lands as well as residential areas without owner consent and have been the subject of criminal activities and violations that have threatened the safety and property of nearby land owners and their families.
10. That in some cases, people protecting the Medical Marijuana cultivation operations have been armed and constitute a threat to others who may attempt to use land in the vicinity of the operations.
11. That some growers are indiscriminately using chemicals and cultivation practices that are causing damage to wildlife and contamination to soil and water sources.
12. That some growers are clearing land without regard to the consequences resulting in the removal of vegetation, including timber, which leads to soil erosion and siltation of waterways.
13. That indoor cultivation of substantial amounts of marijuana within a residence presents potential health and safety risks to those living in the residence, especially to children, including risk of fire from lighting systems, exposure to chemicals and exposure to property crimes as the plants themselves may be an attractive nuisance.
14. Children are particularly vulnerable to the effects of marijuana use and the presence of marijuana plants in close proximity to sensitive areas where children might be present could present an unreasonable hazard or adversely affect the health, safety and welfare of children.
15. That the County has a compelling interest in protecting the public health, safety and welfare of its residents and businesses, in preserving the peace and quiet of the neighborhoods, and in providing access to Medical Marijuana consistent with the intent of the Act.

**B. Intent.**

1. The Modoc County Board of Supervisors hereby intends to regulate the Cultivation of Medical Marijuana including without limitation, regulations as to location, number of plants, separation from sensitive areas, use of fencing and screening, lighting, to accommodate the needs of Qualified Patients and their Primary Caregivers and in furtherance of the public necessity, health, safety, convenience, and general welfare. Nothing in this Section shall be construed to authorize any use, possession, Cultivation, or distribution of Marijuana for non-medical purposes.
2. This Section is established to regulate Medical Marijuana Cultivation in a manner that mitigates potential impacts on surrounding properties and persons and that is in conformance with the provisions of California Health and Safety Code section 11362.83 that expressly



allows Cities and Counties to adopt and enforce ordinances that are consistent with the Medical Marijuana Program Act (SB 420).

**C. Definitions.**

When used in this Chapter, the words or phrases shall be defined as the following:

1. **"County"** means the County of Modoc.
2. **"Cultivate"** or **"Cultivation"** is the planting, growing, harvesting, drying, processing, or storage of one or more Medical Marijuana plants or any part thereof in any location.
3. **"Cultivation Area"** is the area wherein all portions of Cultivation, including the entire Medical Marijuana plant canopy, reside within. Cultivation Areas shall not exceed the height of the Fence, excepting when the plants exceed six feet in height and the fence is six feet in height. Cultivation Areas shall only be allowed as an accessory use to a Residence located on the same Parcel.
4. **"Enforcing Officer"** means the Planning Director or designee. The Modoc County Sheriff or designee may also serve concurrently as the enforcing officer of this provision of this title with the approval of the Planning Director. Nothing in this provision shall be construed to limit the authority provided to the Modoc County Sheriff by state or federal law.
5. **"Fence"** means an effective barrier connected by boards, masonry, rails, panels or any other materials typically used for residential fences for the purpose of enclosing, securing, and screening a Cultivation Area. The Fence must be kept secure with a lock or other device that limits unauthorized access. For purposes of this section, the term "Fence" does not include retaining walls, tarpaulins, hedges, bushes or other obstructions such as piled up debris; dirt, trees, weeds or vegetation and/or other scrap material. Fencing in excess of six feet in height shall be subject to approval of a building permit.
6. **"Indoor Cultivation"** shall mean Cultivation within a detached structure, not built or intended for human occupancy, which is accessory to a Residence located on the same Parcel. The detached accessory structure must be fully enclosed and secure against unauthorized entry and constructed of solid materials that cannot be easily broken through, otherwise the Cultivation will not be considered Indoor Cultivation and will be subject to Fence screening and locking requirements.
7. **"Marijuana"** shall have the same definition as in California Health and Safety Code Section 11018 as it now reads or is amended.
8. **"Medical Marijuana"** means marijuana used for medical purposes in accordance with California Health and Safety Code Sections 11362.5 through section 11362.83, commonly referred to as the Compassionate Use Act and the Medical Marijuana Program Act.
9. **"Parcel"** means any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (commencing with Section 66410 of the Government Code.)
10. **"Primary Caregiver"** shall have the same definition as in California Health and Safety Code Section 11362.7 *et seq.* as it now reads or as amended.



11. **"Qualified Patient"** shall have the same definition as California Health and Safety Code Section 11362.7 *et seq.* as it now reads or as amended.
12. **"Residence"** means a domicile properly permitted for human occupancy and habitable at the time of Cultivation on the same parcel.
13. **"Sensitive Uses"** are those uses considered to be sensitive to the Cultivation of Medical Marijuana and as such should be separated from Cultivation by a distance equal to or greater than 1,000 feet as measured from the property line of where the Sensitive Use is located to the closest portion of the Cultivation Area. Sensitive Uses include public schools, parks or any establishment, public or private, that caters primarily to persons under 18 years of age.
14. **"Sheriff"** means the Modoc County Sheriff's Office or authorized representatives thereof.

## SECTION 2.

### A. Nuisance Declared; Cultivation Restrictions.

1. Any person owning, leasing, occupying or having charge or possession of any Parcel of land within the unincorporated area of the County to cause or allow such Parcel of land to be used for the Cultivation of Marijuana or Medical Marijuana in violation of the provisions contained herein or any provisions set forth in Division 10 of the Health and Safety Code of the State of California.
2. The Cultivation of Marijuana plants, either indoors, outdoors, or combined on any Parcel within an area greater than as provided herein, or in any other way not in conformance with the provisions of this Section is hereby declared to be a public nuisance that may be abated in accordance with Chapter 8.20 (Nuisance Abatement and Civil and Criminal Penalties for Code Violations) or 18.158 (Enforcement) of the Modoc County Code, and by any other available by law. The provision of Chapter 18.154 (Nonconforming Uses and Structures) of the Modoc County Code shall not apply to the Cultivation of Marijuana plants hereby declared to be a public nuisance.
3. Cultivation is prohibited within the unincorporated area of the County except as an accessory use to at least one properly permitted and habitable Residence on the same Parcel of land.
4. A Primary Caregiver may cultivate Medical Marijuana on behalf of a Qualified Patient(s), but only at the Qualified Patient's primary Residence and/or at the Primary Caregiver's primary Residence, and only in conformance with all applicable State and local regulations and all limitations set forth in this Section.
5. Cultivation is limited to a total of twelve (12) or fewer Medical Marijuana plants per Qualified Patient for up to two (2) Qualified Patients per Parcel.
6. Cultivation within a Residence or any other structure lawfully used or intended for human occupancy is prohibited. Indoor Cultivation may only occur within a detached structure that is accessory to and located on the same Parcel as the Residence and in accordance with the definition of Indoor Cultivation as provided herein.



7. Cultivation Areas must be a minimum of 1,000 feet from Sensitive Uses, as defined herein. Measurement shall be from the property line of the use considered to be sensitive to the closest portion of the Cultivation Area.
8. Cultivation Areas and Indoor Cultivation that cannot be adequately secured shall be enclosed by a Fence, as defined herein.
9. A physician recommendation or affidavit must be made available upon request.
10. Chemicals, fertilizers, gas products (CO<sup>2</sup>, butane, etc.) or any other products or equipment associated with the cultivation of marijuana shall be used, stored and disposed of in a manner consistent with the manufacturer's instructions and/or any law that governs same.
11. Marijuana Cultivation shall not adversely affect the health, safety, or general welfare of persons at the cultivation site or at any nearby property by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, or vibration.

### **SECTION 3.**

#### **Enforcement**

Marijuana Cultivation shall be subject to Chapter 8.20 (Nuisance Abatement and Civil and Criminal Penalties for Code Violations) or 18.158 (Enforcement) of the Modoc County code, and by any other means available by law. Furthermore, in the performance of his or her function, the Enforcing Officer is authorized to request and inspect any evidence that serves to confirm compliance with any or all provisions of this Section, including, but not limited to, the following: (1) original documents or other evidence establishing the Qualified Patient or Primary Caregiver status of the person or persons involved in the Cultivation; (2) legal Residence of the person or persons involved in the Cultivation; (3) verification of the place of residence of all Qualified Patients for whom a Primary Caregiver is cultivating pursuant to Health and Safety Code section 11362.7(d).

### **SECTION 4.**

#### **CEQA**

The County Board of Supervisors finds that this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c) (2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b) (3) (there is no possibility the activity in question may have a significant effect on the environment.) In addition to the foregoing general exemptions, the following categorical exemptions apply: Sections 15308 (actions taken as authorized by local ordinance to assure protection of the environment) and 15321 (action by agency for enforcement of a law, general rule, standard, or objective administered or adopted by the agency, including by direct referral to the County Counsel as appropriate for judicial enforcement.)

### **SECTION 5.**

#### **Severability**

If any section, subsection, subdivision, paragraph, sentence, clause, phrase or word in this Ordinance or any part thereof is for any reason, held to be unconstitutional or invalid, or ineffective by any court of



competent jurisdiction such decision shall not affect the validity of effectiveness of the remaining portions of this Ordinance or any part thereof.

## SECTION 6.

### Violation

- A. The Violation of any section or part of this Chapter, or any rules or regulations pursuant to Chapter 18.158, shall be deemed a misdemeanor, punishable by a fine of not more than five hundred dollars, or by imprisonment in the county jail for a period not to exceed six months pursuant to Chapter 1.16.015.
- B. Each and every day a violation exists shall constitute a separate and distinct offense.

AYES: Supervisors Allan, Alves, Wills & Byrne.

NOES: None.

ABSENT: Supervisor Pedersen.

ABSTAIN: None.

COUNTY OF MODOC

s/Geri Byrne  
GERI BYRNE, Chairman  
Modoc County Board of Supervisors

ATTEST:

s/Stephanie Wellemeyer  
STEPHANIE WELLEMEYER,  
Clerk to the Board of Supervisors



ORDINANCE # 353

COPY

AN ORDINANCE OF THE MODOC COUNTY BOARD OF SUPERVISORS,  
IMPOSING AN EXPRESS BAN ON MARIJUANA CULTIVATION,  
MARIJUANA PROCESSING, AND MARIJUANA DISPENSARIES WITHIN  
THE COUNTY

WHEREAS, in 1996, the voters of the State of California approved Proposition 215 (codified as Health & Safety Code Section 11362.5 et seq. and entitled "The Compassionate Use Act of 1996" referred to herein as the "CUA");

WHEREAS, the intent of the CUA was to enable Californians to legally possess, use, and cultivate marijuana for medical use under state law once a physician has deemed the use beneficial to a patient's health;

WHEREAS, in 2003, the California Legislature adopted SB 420, the Medical Marijuana Program ("MMP"), codified as Health and Safety Code Section 11362.7 et seq., which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under the California Penal Code;

WHEREAS, neither the CUA nor the MMP require or impose an affirmative duty or mandate upon a local government to allow, authorize, or sanction the establishment of facilities that cultivate or process medical marijuana within its jurisdiction;

WHEREAS, in May 2013, the California Supreme Court issued its decision in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc., et al.*, holding that cities have the authority to ban medical marijuana land uses;

WHEREAS, under the Federal Controlled Substances Act, codified in 21 U.S.C. Section 801 et seq., the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need;

WHEREAS, on October 9, 2015, Governor Jerry Brown signed the "Medical Marijuana Regulation and Safety Act" ("Act"), which is comprised of the state legislative bills known as AB 243, AB 266, and SB 643, into law;

WHEREAS, the Act becomes effective January 1, 2016 and contains provisions that govern the cultivating, processing, transporting, testing, and distributing of medical cannabis to qualified patients. The Act also contains new statutory provisions that:

Allow local governments to enact ordinances expressing their intent to prohibit the cultivation of marijuana and their intent not to administer a conditional permit program pursuant to Health & Safety Code Section



11362.777 for the cultivation of marijuana (Health & Safety Code § 11362.777(c)(4));

Expressly provide that the Act does not supersede or limit local authority for local law enforcement activity, enforcement of local ordinances, or enforcement of local permit or licensing requirements regarding marijuana (Business & Professions Code § 19315(a));

Expressly provide that the Act does not limit the authority or remedies of a local government under any provision of law regarding marijuana, including but not limited to a local government's right to make and enforce within its limits all police regulations not in conflict with general laws (Business & Professions Code § 19316(c)); and

**WHEREAS**, several California cities and counties have reported negative impacts of marijuana cultivation, processing and distribution activities, including offensive odors, illegal sales and distribution of marijuana, trespassing, theft, violent robberies and robbery attempts, fire hazards, and problems associated with mold, fungus, and pests;

**WHEREAS**, marijuana plants, as they begin to flower and for a period of two months or more, produce a strong odor, offensive to many people, and detectable far beyond property boundaries if grown outdoors;

**WHEREAS**, Ordinance Number #349-C (Chapter 18.175 of the Title 18 Zoning Code), was adopted on December 13, 2013 by the Modoc County Board of Supervisors to allow limited, small-scale personal cultivation;

**WHEREAS**, in the case of commercial cultivation a very large number of plants could be cultivated on the same legal parcel, or parcels, within the County of Modoc;

**WHEREAS**, the strong smell of marijuana creates an attractive nuisance, alerting persons to the location of the valuable plants, and creating a risk of burglary, robbery or armed robbery;

**WHEREAS**, the indoor cultivation of marijuana has potential adverse effects to the structural integrity of the building, and the use of high wattage grow lights and excessive use of electricity increases the risk of fire which presents a clear and present danger to the building and its occupants;

**WHEREAS**, the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that the cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering or crime;



**WHEREAS**, based on the experiences of other counties, these negative effects on the public health, safety, and welfare are likely to occur, and continue to occur, in the county due to the establishment and operation of marijuana cultivation, processing and distribution activities;

**WHEREAS**, based on the findings above, the potential establishment of commercial cultivation, processing and distribution of medical marijuana in the County without an express ban on such activities poses a current and immediate threat to the public health, safety, and welfare in the County due to the negative impacts of such activities as described above;

**WHEREAS**, the issuance or approval of business licenses, subdivisions, use permits, variances, building permits, or any other applicable entitlement for marijuana cultivation, processing, delivery, and/or distribution will result in the aforementioned threat to public health, safety, and welfare; and

**WHEREAS**, it is in the interest of the County, its residents, and its lawfully permitted businesses that County adopts this ordinance to expressly prohibit the establishment and operation of commercial marijuana cultivation, processing, and dispensary activities as well as the issuance of any use permit, variance, building permit, or any other entitlement, license, or permit for any such activity, except where the County is preempted by federal or state law from enacting a prohibition on any such activity or a prohibition on the issuance of any use permit, variance, building permit, or any other entitlement, license, or permit for any such activity.

**NOW THEREFORE**, the Modoc County Board of Supervisors does ordain as follows:

Section 1: The Modoc County Board of Supervisors hereby finds that the above recitals are true and correct and are incorporated into the substantive portion of this ordinance.

Section 2: If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses or phrases be declared, invalid or unconstitutional.

Section 3: The Board of Supervisors finds the approval of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations,



Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under CEQA Regulation Section 15061(b)(3) because it has no potential for causing a significant effect on the environment.

Section 4: This ordinance shall be in full force and effect thirty (30) days after its adoption by a majority vote of The Board of Supervisors.

Section 5: The Board of Supervisors hereby amends Title 18 of the Modoc County Code to add Chapter 18.180 entitled "Commercial Marijuana Uses" to read as follows:

**Chapter 18.180**  
**Commercial Marijuana Uses**

**Sections:**

- |            |                        |
|------------|------------------------|
| 18.180.010 | Purpose.               |
| 18.180.020 | Definitions.           |
| 18.180.030 | Prohibited Activities. |
| 18.180.040 | Public Nuisance.       |
| 18.180.050 | Violations.            |
| 18.180.060 | Severability.          |

**18.180.010 Purpose.**

- A. The Board of Supervisors finds that the prohibitions on commercial marijuana uses including the cultivation, marijuana processing, and marijuana dispensaries, are necessary for the preservation and protection of the public health, safety, and welfare for the County and its community. The County's prohibition of such activities is within the authority under state law.
- B. On October 9, 2015, the governor signed the "Medical Marijuana Regulation and Safety Act" ("Act") into law. The Act becomes effective January 1, 2016 and contains new statutory provisions that:
1. Allow local governments to enact ordinances expressing their intent to prohibit the cultivation of marijuana and their intent not to administer a conditional permit program pursuant to Health & Safety Code section 11362.777 for the cultivation of marijuana (Health & Safety Code § 11362.777(e)(4));
  2. Expressly provide that the Act does not supersede or limit local authority for local law enforcement activity, enforcement of local ordinances, or enforcement of local permit or licensing requirements regarding marijuana (Business & Professions Code § 19315(a));
  3. Expressly provide that the Act does not limit the authority or remedies of a local government under any provision of law regarding

marijuana, including but not limited to a local government's right to make and enforce within its limits all police regulations not in conflict with general laws (Business & Professions Code § 19316(c)); and

- C. The Board of Supervisors finds that this chapter: (1) expresses its intent to prohibit the commercial cultivation of marijuana in the County and to not administer a conditional permit program pursuant to Health & Safety Code section 11362.777 for the commercial cultivation of marijuana in the County; (2) exercises its local authority to enact and enforce local regulations and ordinances, including those regarding the permitting, licensing, or other entitlement of the activities prohibited by this chapter; (3) exercises its police power to enact and enforce regulations for the public benefit, safety, and welfare of the County and its community;

**18.180.020 Definitions.**

For purposes of this chapter, the following definitions shall apply:

- A. "Marijuana" means any or all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin or separated resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin, including marijuana infused in foodstuff or any other ingestible or consumable product containing marijuana. The term "marijuana" shall also include "medical marijuana" as such phrase is used in the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, as may be amended from time to time, that was issued by the office of the Attorney General for the state of California or subject to the provisions of California Health and Safety Code Section 11362.5 (Compassionate Use Act of 1996) or California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program Act).
- B. "Marijuana Cultivation" means growing, planting, harvesting, drying, curing, grading, trimming, or processing of marijuana for commercial use.
- C. "Marijuana Processing" means any method used to prepare marijuana or its byproducts for commercial retail and/or wholesale, including but not limited to: drying, cleaning, curing, packaging, and extraction of active ingredients to create marijuana related products and concentrates.
- D. "Marijuana Dispensary" or "Marijuana Dispensaries" means any business, office, store, facility, location, retail storefront or wholesale component of any establishment, cooperative or collective that delivers (as defined in Business & Professions Code section 19300.5(m) or any successor statute thereto) whether mobile or otherwise, dispenses, distributes, exchanges, transmits,



transports, sells or provides marijuana to any person for any reason, including members of any medical marijuana cooperative or collective consistent with the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, as may be amended from time to time, that was issued by the office of the Attorney General for the state of California, or for the purposes set forth in California Health and Safety Code Section 11362.5 (Compassionate Use Act of 1996) or California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program Act).

**18.180.030 Prohibited Activities.**

Commercial marijuana cultivation, marijuana processing, and marijuana dispensaries shall be prohibited activities in the County, except where the County is preempted by federal or state law from enacting a prohibition on any such activity. No use permit, variance, building permit, or any other entitlement, license, or permit, whether administrative or discretionary, shall be approved or issued for the activities of marijuana cultivation, marijuana processing, marijuana delivery, or the establishment or operation of a marijuana dispensary in the County, and no person shall otherwise establish or conduct such activities in the County, except where the County is preempted by federal or state law from enacting a prohibition on any such activity for which the use permit, variance, building permit, or any other entitlement, license, or permit is sought.

**18.180.040 Public Nuisance.**

Any violation of this chapter is hereby declared to be a public nuisance.

**18.180.050 Violations.**

Any violation of this chapter shall be punishable as provided in Chapters 8.20 and 18.158 of this Code or any successor section thereto.

**18.180.060 Severability.**

If any section, subsection, sentence or clause of this chapter is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter.

Passed and adopted this 12<sup>th</sup> day of April, 2016, by the following vote:

**RESULT:** APPROVED [UNANIMOUS]

**MOVER:** Geri Byrne, Supervisor District V

**SECONDER:** Patricia Cullins, Supervisor District II

**AYES:** Allan, Cullins, Rhoads, Wills, Byrne

Dated: April 12, 2016

COUNTY OF MODOC



Kathie Rhoads, Chair  
Modoc County Board of Supervisors

ATTEST:

Tiffany Martinez,  
Deputy Clerk to the Board

APPROVED AS TO FORM:

County Counsel



**MODOC COUNTY BOARD OF SUPERVISORS**

**APRIL 12, 2016**

**3.a. Ordinance: Second reading and approval of an Ordinance to amend Title 18 Zoning Ordinance by adding Chapter 18.180 "Commercial Marijuana Uses".**

Motion by Supervisor Byrne, seconded by Supervisor Cullins to waive the second reading and approve of an Ordinance to amend Title 18 Zoning Ordinance by adding Chapter 18.180 "Commercial Marijuana Uses".

Motion Approved:

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Geri Byrne, Supervisor District V

**SECONDER:** Patricia Cullins, Supervisor District II

**AYES:** David Allan, Supervisor District I, Patricia Cullins, Supervisor District II, Kathie Rhoads, Supervisor District III, James Wills, Supervisor District IV, and Geri Byrne, Supervisor District V

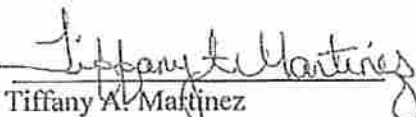
STATE OF CALIFORNIA

COUNTY OF MODOC

I, Tiffany Martinez, Deputy Clerk to the Board of Supervisors in and for the County of Modoc, State of California, do hereby certify that the above and foregoing is a full, true and correct copy of an ORDER as appears on the Minutes of said Board of Supervisors dated April 12, 2016 on file in my office.

WITNESS my hand and the seal of the Board of Supervisors this 12th day of April 2016.



  
Tiffany A. Martinez  
Deputy Clerk of the Board