



AGENDA

CITY OF SEASIDE
CITY COUNCIL/SUCCESSOR
AGENCY TO THE
REDEVELOPMENT AGENCY

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, December 19, 2024
5:00 PM

NOTICE: *The City Council will hold its public meetings in person, with a virtual option for public participation based on availability. The City of Seaside utilizes Zoom tele-conferencing technology for virtual public participation; however, we make no representation or warranty of any kind, regarding the adequacy, reliability, or availability of the use of this platform in this manner. Participation by members of public through this means is at their own risk.*

1. To view this meeting: Please click on the following link to the City of Seaside YouTube Channel: <https://www.youtube.com/c/CityofSeasideCalifornia>
2. To view or participate this meeting: Using the Zoom application on your smart phone, laptop, tablet or desktop and click on this link: <https://ci-seaside-ca-us.zoom.us/j/81936832059>
WEBINAR ID: 819 3683 2059
3. To listen or participate by phone: Please call (669) 900-9128
Enter the **WEBINAR ID:** 819 3683 2059 when prompted. There is no participate code – press the pound sign # after the recording prompts you.
4. To make public comment, the following options are available:
Before the Meeting via Email: Written comments can be emailed to CityClerk@ci.seaside.ca.us Include the following subject line: "Public Comment Item #____" (insert the agenda item number relevant to your comment). Written comments must be received by 2:00 p.m. on the day of the meeting.

During the Meeting: When the Chair calls for public comment, members of the public participating in person and wishing to address the City Council may approach the podium when the Chair calls for public comment.

When the Chair calls for public comment, members of the public participating on Zoom and wishing to address the City Council can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9 to "Raise Hand"; press *6 to unmute.

5. In accordance with the City's Remote Meeting Participation Policy for Public Comment: The City of Seaside reserves the right to refuse, limit, and/or revoke use of video conferencing technology and the option for virtual public participation. Granting use of the virtual participation in no way constitutes an endorsement of any person or group to display hateful conduct, including sending or posting hateful images, making violent threats, or targeting others with hateful or abusive speech. The City may remove any participant that violates its agreement or applicable policy with proper notice as outlined in the conditions of use/meeting access.

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor/Chair
David R. Pacheco	Mayor Pro Tem/Vice Chair
Alexis Garcia-Arrazola	Council/Agency Member
Rita Burks	Council/Agency Member
Alex Miller	Council/Agency Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

5. PUBLIC COMMENT

Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three (3) minutes. Public Comments for "Presentations" on this agenda are also taken at this time; comments on specific agenda items are heard under that item. For the public record, please state your name.

6. PRESENTATIONS

A. RETIREMENT APPRECIATION FOR FIRE CHIEF MARY GUTIERREZ

7. CONSENT AGENDA

A. ADOPT A RESOLUTION RECITING THE RESULTS OF THE NOVEMBER 5, 2024, MUNICIPAL ELECTION AND CERTIFYING THE APPOINTMENT FOR THE OFFICES OF MAYOR AND CITY COUNCIL MEMBERS

RECOMMENDATION: Adopt a resolution reciting the results of the November 5, 2024, Municipal Election and certifying the appointment of Ian N. Oglesby to the Office of Mayor for a two-year term from 2024-2026, and David R. Pacheco and Alexis Garcia-Arrazola to the Office of City Council Member for four-year terms from 2024-2028.

B. ADOPT A RESOLUTION RECEIVING FIVE-YEAR REPORT ON RECEIPT AND USE OF DEVELOPMENT IMPACT FEES AND MAKING APPROPRIATE FINDINGS

RECOMMENDATION: Adopt a resolution receiving a five-year report and make appropriate findings.

C. ADOPT A RESOLUTION CANCELING THE JANUARY 2, 2025, REGULAR CITY COUNCIL MEETING

RECOMMENDATION: Adopt a resolution to cancel the January 2, 2025, City Council meeting.

D. REVIEW AND APPROVE PURCHASE AND SALE CONTRACT FOR 1591 DEL MONTE AVENUE FOR \$1,150,000; AUTHORIZE THE EXPENDITURE OF AFFORDABLE HOUSING FUNDS FOR THE ACQUISITION AND INCIDENTAL COSTS AND AUTHORIZE STAFF TO TAKE ALL OTHER ACTIONS TO FINALIZE THE ACQUISITION

RECOMMENDATION: Approve the Purchase and Sale Agreement to acquire the property in the amount of \$1,150,000.00, direct staff to utilize funds from the Affordable Housing Fund to acquire the property and authorize staff to take all other actions to finalize the acquisition of the property.

E. ADOPT A RESOLUTION DECLARING THE ASBESTOS ABATEMENT OF THE POLICE STATION AN EMERGENCY AND APPROVING AN AGREEMENT FOR CONTRACTOR SERVICES WITH MONTEREY ENVIRONMENTAL SOLUTIONS AND SERVICES FOR AN AMOUNT NOT TO EXCEED \$64,687.00

RECOMMENDATION: Adopt a resolution declaring the work an emergency and approving the contract with Monterey Environmental Solutions and Services

8. PUBLIC HEARING

A. AN ORDINANCE APPROVING A ZONING ORDINANCE AMENDMENT (ZOA-24-02) TO ALLOW RESIDENTIAL AND MIXED USE PROJECTS IN THE COMMERCIAL MIXED USE (CMX) ZONING DISTRICT AND A ZONING MAP AMENDMENT (ZMA-24-02) TO CHANGE THE ZONING OF 942 HILBY AVENUE FROM COMMUNITY COMMERCIAL (CC) TO CMX. ZOA-24-02 IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B) OF THE CEQA GUIDELINES. ZMA-24-02 IS CATEGORICALLY EXEMPT (CLASS 32) FROM CEQA PURSUANT TO SECTION 15332 OF THE CEQA GUIDELINES (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION: Adopt ordinance approving a Zoning Ordinance Amendment to allow residential and mixed use projects in the Commercial Mixed Use zone.

9. OATH OF OFFICE AND INSTALLATION OF MAYOR AND COUNCIL MEMBERS

A. COUNCILMEMBER ALEXIS GARCIA-ARRAZOLA

Council Member Garcia-Arrazola has been elected to serve a 4-year term from 2024-2028, and will be ceremoniously sworn into office by Assemblymember Dawn Addis.

B. COUNCILMEMBER DAVID R. PACHECO

Council Member Pacheco has been elected to serve a 4-year term from 2024-2028, and will be ceremoniously sworn into office by Franco Pacheco.

C. MAYOR IAN N. OGLESBY

Mayor Oglesby has been elected to serve a 2-year term from 2024-2026, and will be ceremoniously sworn into office by the Honorable Marla O. Anderson (Ret.).

10. ROLL CALL - RECONSTITUTION OF THE CITY COUNCIL/SUCCESSOR AGENCY

Ian N. Oglesby	Mayor/Chair
David R. Pacheco	Mayor Pro Tem/Vice Chair
Alexis Garcia-Arrazola	Council/Agency Member
Rita Burks	Council/Agency Member
Alex Miller	Council/Agency Member

11. ADJOURNMENT TO RECEPTION (CITY HALL - WALTER LEE AVERY GALLERY)

This meeting is adjourned in memory of Robert Evans (1933-2024).

Next Regularly Scheduled Meeting:
January 16, 2025
5:00 p.m.

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. Agendas are posted at:

<http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Governor Newsom's Executive Orders N-29-20 and N-33-20.



CITY OF SEASIDE STAFF REPORT

Item No.: 7.A.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dominique Davis, City Clerk

DATE: December 19, 2024

**SUBJECT: ADOPT A RESOLUTION RECITING THE RESULTS OF THE
NOVEMBER 5, 2024, MUNICIPAL ELECTION AND CERTIFYING
THE APPOINTMENT FOR THE OFFICES OF MAYOR AND CITY
COUNCIL MEMBERS**

RECOMMENDATION

Adopt a resolution reciting the results of the November 5, 2024, Municipal Election and certifying the appointment of Ian N. Oglesby to the Office of Mayor for a two-year term from 2024-2026, and David R. Pacheco and Alexis Garcia-Arrazola to the Office of City Council Member for four-year terms from 2024-2028.

BACKGROUND

On April 18, 2024, the City Council adopted Resolution No. 24-51, authorizing the consolidation of the General Municipal Election in the City of Seaside with the Statewide General Election. The General Municipal Election was held as required by law for the purpose of electing one person to the Office of Mayor, for a two-(2) year term, and electing to the Offices of Council Member, two (2) officials, each to a four-(4) year term.

The General Election was held in the State of California on November 5, 2024, in accordance with law and the votes have been received and canvassed, and the returns thereof ascertained, determined and declared in all respects as required by law. The vote results for the City of Seaside are as follows:

OFFICE	CANDIDATE	TOTAL VOTES
Mayor	Ian N. Oglesby	4,915
Mayor	Dennis Volk	2,377

Mayor	Karla Lobo	1,229
Council Member	David R. Pacheco	5,126
Council Member	Alexis Garcia-Arrazola	3,624
Council Member	Diana Agar Ingersoll	2,023
Council Member	Shanda LeBoeuf	2,020

FISCAL IMPACT

None

ATTACHMENTS

1. Certificate of the Registrar of Voters - November 5, 2024
2. Measure BB Certificate
3. Measure CC Certificate

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

MONTEREY COUNTY ELECTIONS

1441 Schilling Place – North Building
Salinas, CA 93901

PO Box 4400
Salinas, CA 93912

831-796-1499 Phone
831-755-5485 Fax

CountyofMonterey.gov/Elections

elections@countyofmonterey.gov

Gina Martinez
Registrar of Voters

Jessica Cedillo
Assistant Registrar of Voters



December 3, 2024

City of Seaside
Attention: Dominique Davis, City Clerk
440 Harcourt Avenue
Seaside, CA 93955

Subject: Certificate of the Registrar of Voters for the November 5, 2024 General Election

Attached hereto is the Certificate of the Registrar of Voters in connection with the November 5, 2024 General Election.

Sincerely,

Gina Martinez
Registrar of Voters

Enclosures

CERTIFICATE OF REGISTRAR OF VOTERS

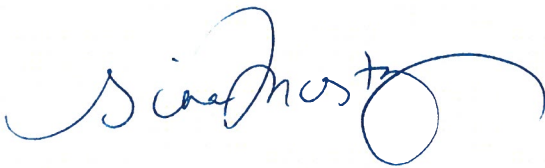
In the Matter of the CANVASS OF THE VOTES CAST } ss
at the **General Election**
held on November 5, 2024

I, **Gina Martinez**, Registrar of Voters of the County of Monterey, State of California
hereby certify;

THAT an election was held within the boundaries of the **City of Seaside** on November
5, 2024 for the purpose of electing **(1) Mayor** to the **City of Seaside**, and; I caused to have
processed and recorded the votes from the canvass of all ballots cast at said election within the
boundaries of the **City of Seaside**.

I HEREBY FURTHER CERTIFY that the record of votes cast at said election is set
forth in Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth
at length.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this
Tuesday, December 3, 2024 and filed this date with the **City of Seaside**.



Gina Martinez
Registrar of Voters



CERTIFICATE OF REGISTRAR OF VOTERS

In the Matter of the CANVASS OF THE VOTES CAST
at the **General Election**
held on November 5, 2024

} ss

I, **Gina Martinez**, Registrar of Voters of the County of Monterey, State of California
hereby certify;

THAT an election was held within the boundaries of the **City of Seaside** on November
5, 2024 for the purpose of electing **(1) Member, City Council** to the **City of Seaside**, and; I
caused to have processed and recorded the votes from the canvass of all ballots cast at said
election within the boundaries of the **City of Seaside**.

I HEREBY FURTHER CERTIFY that the record of votes cast at said election is set
forth in Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth
at length.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this
Tuesday, December 3, 2024 and filed this date with the **City of Seaside**.



Gina Martinez
Registrar of Voters



CERTIFICATE OF REGISTRAR OF VOTERS

In the Matter of the CANVASS OF THE VOTES CAST
at the **General Election**
held on November 5, 2024

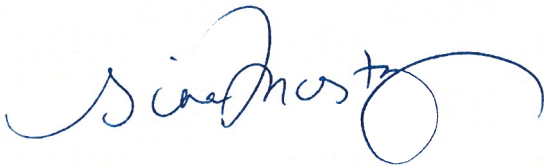
} ss

I, **Gina Martinez**, Registrar of Voters of the County of Monterey, State of California
hereby certify;

THAT an election was held within the boundaries of the **City of Seaside** on November
5, 2024 for the purpose of electing **(1) Member, City Council** to the **City of Seaside**, and; I
caused to have processed and recorded the votes from the canvass of all ballots cast at said
election within the boundaries of the **City of Seaside**.

I HEREBY FURTHER CERTIFY that the record of votes cast at said election is set
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at length.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this
Tuesday, December 3, 2024 and filed this date with the **City of Seaside**.



Gina Martinez
Registrar of Voters



Certificate of Election and Oath of Office

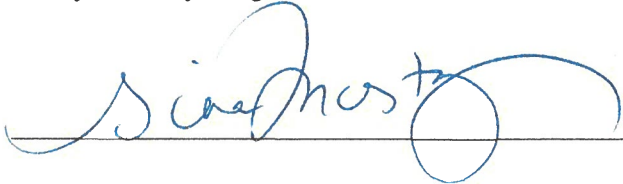
STATE OF CALIFORNIA }
COUNTY OF MONTEREY } ss

I, Gina Martinez, Registrar of Voters, in and for the County of Monterey, do hereby certify that at the **General Election** held in and for the **City of Seaside**, on **November 5, 2024**, **Ian N. Oglesby** was elected to the office of **Mayor** for a term of **2** years as appears by the official returns of said election, and the Official Statement of Votes Cast now on file in my office.



In Witness Whereof, I have hereunto affixed my hand and official seal on **December 3, 2024**.

Gina Martinez,
Monterey County Registrar of Voters

By 

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } ss

I, **Ian N. Oglesby**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California, that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

(Signature)

Subscribed and sworn to before me, this ____ day of _____, 20____.

(Signature of Person Administering Oath)

(Title)

Certificate of Election and Oath of Office

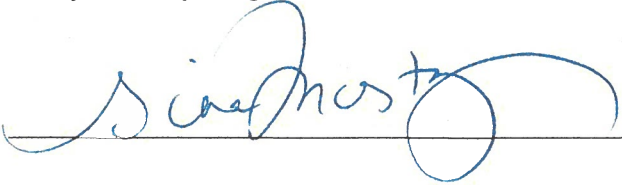
STATE OF CALIFORNIA }
COUNTY OF MONTEREY } ss

I, Gina Martinez, Registrar of Voters, in and for the County of Monterey, do hereby certify that at the **General Election** held in and for the **City of Seaside**, on **November 5, 2024**, **Alexis Garcia-Arrazola** was elected to the office of **Member, City Council** for a term of **4** years as appears by the official returns of said election, and the Official Statement of Votes Cast now on file in my office.



In Witness Whereof, I have hereunto affixed my hand and official seal on **December 3, 2024**.

Gina Martinez,
Monterey County Registrar of Voters

By 

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } ss

I, **Alexis Garcia-Arrazola**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California, that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

(Signature)

Subscribed and sworn to before me, this ____ day of _____, 20__.

(Signature of Person Administering Oath)

(Title)

Certificate of Election and Oath of Office

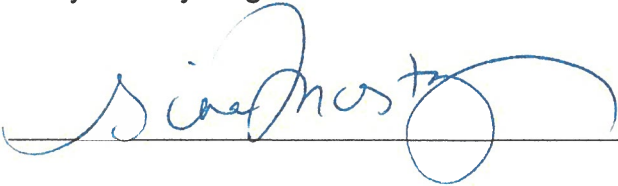
STATE OF CALIFORNIA }
COUNTY OF MONTEREY } ss

I, Gina Martinez, Registrar of Voters, in and for the County of Monterey, do hereby certify that at the **General Election** held in and for the **City of Seaside**, on **November 5, 2024**, **David R. Pacheco** was elected to the office of **Member, City Council** for a term of **4** years as appears by the official returns of said election, and the Official Statement of Votes Cast now on file in my office.



In Witness Whereof, I have hereunto affixed my hand and official seal on **December 3, 2024**.

Gina Martinez,
Monterey County Registrar of Voters

By 

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } ss

I, **David R. Pacheco**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California, that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

(Signature)

Subscribed and sworn to before me, this ____ day of _____, 20____.

(Signature of Person Administering Oath)

(Title)

1 City of Seaside Mayor							
		Registered Voters	Voters Cast	Turnout (%)	1 KARLA LOBO	1 DENNIS VOLK	1 IAN N. OGLESBY
Electionwide	Vote by Mail (VBM)	14818	9162	61.83 %	1229	2377	4915
Electionwide	Polling Place (PP)	14818	1343	9.06 %	363	416	358
Electionwide	Total	14818	10505	70.89 %	1592	2793	5273
Statewide	Vote by Mail (VBM)	14818	9162	61.83 %	1229	2377	4915
Statewide	Polling Place (PP)	14818	1343	9.06 %	363	416	358
Statewide	Total	14818	10505	70.89 %	1592	2793	5273
19th Congressional District	Vote by Mail (VBM)	14818	9162	61.83 %	1229	2377	4915
19th Congressional District	Polling Place (PP)	14818	1343	9.06 %	363	416	358
19th Congressional District	Total	14818	10505	70.89 %	1592	2793	5273
17th State Senatorial District	Vote by Mail (VBM)	14818	9162	61.83 %	1229	2377	4915
17th State Senatorial District	Polling Place (PP)	14818	1343	9.06 %	363	416	358
17th State Senatorial District	Total	14818	10505	70.89 %	1592	2793	5273
30th State Assembly District	Vote by Mail (VBM)	14818	9162	61.83 %	1229	2377	4915
30th State Assembly District	Polling Place (PP)	14818	1343	9.06 %	363	416	358
30th State Assembly District	Total	14818	10505	70.89 %	1592	2793	5273
2nd State Board of Equalization District	Vote by Mail (VBM)	14818	9162	61.83 %	1229	2377	4915
2nd State Board of Equalization District	Polling Place (PP)	14818	1343	9.06 %	363	416	358
2nd State Board of Equalization District	Total	14818	10505	70.89 %	1592	2793	5273
Countywide	Vote by Mail (VBM)	14818	9162	61.83 %	1229	2377	4915
Countywide	Polling Place (PP)	14818	1343	9.06 %	363	416	358
Countywide	Total	14818	10505	70.89 %	1592	2793	5273
4th Supervisorial District	Vote by Mail (VBM)	14818	9162	61.83 %	1229	2377	4915
4th Supervisorial District	Polling Place (PP)	14818	1343	9.06 %	363	416	358
4th Supervisorial District	Total	14818	10505	70.89 %	1592	2793	5273
City of Seaside	Vote by Mail (VBM)	14818	9162	61.83 %	1229	2377	4915
City of Seaside	Polling Place (PP)	14818	1343	9.06 %	363	416	358
City of Seaside	Total	14818	10505	70.89 %	1592	2793	5273
Unincorporated - City Districts sub- district	Vote by Mail (VBM)	14818	9162	61.83 %	1229	2377	4915
Unincorporated - City Districts sub- district	Polling Place (PP)	14818	1343	9.06 %	363	416	358
Unincorporated - City Districts sub- district	Total	14818	10505	70.89 %	1592	2793	5273
Unincorporated - Unincorporated Area	Vote by Mail (VBM)	14818	9162	61.83 %	1229	2377	4915
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Unincorporated - Unincorporated Area	Total	14818	10505	70.89 %	1592	2793	5273

1 City of Seaside Member, City Council								
		Registered Voters	Voters Cast	Turnout (%)	1 DIANA AGAR INGERSOLL	1 SHANDA LEBOEUF	1 ALEXIS GARCIA ARRAZOLA	1 DAVID R. PACHECO
Electionwide	Vote by Mail (VBM)	14818	9162	61.83 %	2023	2020	3624	5126
Electionwide	Polling Place (PP)	14818	1343	9.06 %	228	268	477	502
Electionwide	Total	14818	10505	70.89 %	2251	2288	4101	5628
Statewide	Vote by Mail (VBM)	14818	9162	61.83 %	2023	2020	3624	5126
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17th State Senatorial District	Total	14818	10505	70.89 %	2251	2288	4101	5628
30th State Assembly District	Vote by Mail (VBM)	14818	9162	61.83 %	2023	2020	3624	5126
30th State Assembly District	Polling Place (PP)	14818	1343	9.06 %	228	268	477	502
30th State Assembly District	Total	14818	10505	70.89 %	2251	2288	4101	5628
2nd State Board of Equalization District	Vote by Mail (VBM)	14818	9162	61.83 %	2023	2020	3624	5126
2nd State Board of Equalization District	Polling Place (PP)	14818	1343	9.06 %	228	268	477	502
2nd State Board of Equalization District	Total	14818	10505	70.89 %	2251	2288	4101	5628
Countywide	Vote by Mail (VBM)	14818	9162	61.83 %	2023	2020	3624	5126
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Countywide	Total	14818	10505	70.89 %	2251	2288	4101	5628
4th Supervisorial District	Vote by Mail (VBM)	14818	9162	61.83 %	2023	2020	3624	5126
4th Supervisorial District	Polling Place (PP)	14818	1343	9.06 %	228	268	477	502
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City of Seaside	Polling Place (PP)	14818	1343	9.06 %	228	268	477	502
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Unincorporated - City Districts sub- district	Polling Place (PP)	14818	1343	9.06 %	228	268	477	502
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1 City of Seaside Mayor							
		Registered Voters	Voters Cast	Turnout (%)	KARLA LOBO	DENNIS VOLK	IAN N. OGLESBY
4015	Vote by Mail (VBM)	1872	1206	64.42 %	186	248	666
4015	Polling Place (PP)	1872	222	11.86 %	54	70	59
4015	Total	1872	1428	76.28 %	240	318	725
4016	Vote by Mail (VBM)	1024	599	58.50 %	94	118	320
4016	Polling Place (PP)	1024	118	11.52 %	25	42	30
4016	Total	1024	717	70.02 %	119	160	350
4017	Vote by Mail (VBM)	1304	952	73.01 %	67	356	493
4017	Polling Place (PP)	1304	75	5.75 %	17	31	22
4017	Total	1304	1027	78.76 %	84	387	515
4018	Vote by Mail (VBM)	1841	1113	60.46 %	158	282	596
4018	Polling Place (PP)	1841	149	8.09 %	37	39	48
4018	Total	1841	1262	68.55 %	195	321	644
4019	Vote by Mail (VBM)	1861	1298	69.75 %	127	269	807
4019	Polling Place (PP)	1861	120	6.45 %	32	35	40
4019	Total	1861	1418	76.20 %	159	304	847
4020	Vote by Mail (VBM)	1527	780	51.08 %	127	221	377
4020	Polling Place (PP)	1527	118	7.73 %	40	42	21
4020	Total	1527	898	58.81 %	167	263	398
4021	Vote by Mail (VBM)	1349	707	52.41 %	133	156	386
4021	Polling Place (PP)	1349	135	10.01 %	42	35	45
4021	Total	1349	842	62.42 %	175	191	431
4022	Vote by Mail (VBM)	1487	936	62.95 %	103	258	532
4022	Polling Place (PP)	1487	110	7.40 %	29	38	33
4022	Total	1487	1046	70.34 %	132	296	565
4023	Vote by Mail (VBM)	990	583	58.89 %	100	164	260
4023	Polling Place (PP)	990	67	6.77 %	18	19	24
4023	Total	990	650	65.66 %	118	183	284
4024	Vote by Mail (VBM)	1513	968	63.98 %	124	304	471
4024	Polling Place (PP)	1513	127	8.39 %	35	48	32
4024	Total	1513	1095	72.37 %	159	352	503
9404	Vote by Mail (VBM)	50	20	40.00 %	10	1	7
9404	Polling Place (PP)	50	102	204.00 %	34	17	4
9404	Total	50	122	244.00 %	44	18	11
Total - Vote by Mail (VBM)		14818	9162	61.83 %	1229	2377	4915
Total - Polling Place (PP)		14818	1343	9.06 %	363	416	358
Contest Total		14818	10505	70.89 %	1592	2793	5273

*** Indicates vote data was suppressed due to voter privacy settings.

1 City of Seaside Member, City Council								
		Registered Voters	Voters Cast	Turnout (%)	DIANA AGAR INGERSOLL	SHANDA LEBOEUF	ALEXIS GARCIA ARRAZOLA	DAVID R. PACHECO
4015	Vote by Mail (VBM)	1872	1206	64.42 %	280	297	505	578
4015	Polling Place (PP)	1872	222	11.86 %	49	49	63	69
4015	Total	1872	1428	76.28 %	329	346	568	647
4016	Vote by Mail (VBM)	1024	599	58.50 %	127	162	228	269
4016	Polling Place (PP)	1024	118	11.52 %	26	29	37	40
4016	Total	1024	717	70.02 %	153	191	265	309
4017	Vote by Mail (VBM)	1304	952	73.01 %	306	176	319	578
4017	Polling Place (PP)	1304	75	5.75 %	19	17	20	37
4017	Total	1304	1027	78.76 %	325	193	339	615
4018	Vote by Mail (VBM)	1841	1113	60.46 %	245	247	464	618
4018	Polling Place (PP)	1841	149	8.09 %	24	34	63	52
4018	Total	1841	1262	68.55 %	269	281	527	670
4019	Vote by Mail (VBM)	1861	1298	69.75 %	272	281	472	829
4019	Polling Place (PP)	1861	120	6.45 %	24	21	39	60
4019	Total	1861	1418	76.20 %	296	302	511	889
4020	Vote by Mail (VBM)	1527	780	51.08 %	134	162	370	375
4020	Polling Place (PP)	1527	118	7.73 %	17	16	48	41
4020	Total	1527	898	58.81 %	151	178	418	416
4021	Vote by Mail (VBM)	1349	707	52.41 %	139	176	320	371
4021	Polling Place (PP)	1349	135	10.01 %	14	21	74	49
4021	Total	1349	842	62.42 %	153	197	394	420
4022	Vote by Mail (VBM)	1487	936	62.95 %	196	201	384	566
4022	Polling Place (PP)	1487	110	7.40 %	15	20	30	50
4022	Total	1487	1046	70.34 %	211	221	414	616
4023	Vote by Mail (VBM)	990	583	58.89 %	104	119	224	341
4023	Polling Place (PP)	990	67	6.77 %	9	15	23	32
4023	Total	990	650	65.66 %	113	134	247	373
4024	Vote by Mail (VBM)	1513	968	63.98 %	217	191	330	593
4024	Polling Place (PP)	1513	127	8.39 %	21	25	44	58
4024	Total	1513	1095	72.37 %	238	216	374	651
9404	Vote by Mail (VBM)	50	20	40.00 %	3	8	8	8
9404	Polling Place (PP)	50	102	204.00 %	10	21	36	14
9404	Total	50	122	244.00 %	13	29	44	22
Total - Vote by Mail (VBM)		14818	9162	61.83 %	2023	2020	3624	5126
Total - Polling Place (PP)		14818	1343	9.06 %	228	268	477	502
Contest Total		14818	10505	70.89 %	2251	2288	4101	5628

*** Indicates vote data was suppressed due to voter privacy settings.

1 Measure CC: City of Seaside						
		Registered Voters	Voters Cast	Turnout (%)	YES	NO
4015	Vote by Mail (VBM)	1872	1200	64.10 %	533	598
4015	Polling Place (PP)	1872	222	11.86 %	73	114
4015	Total	1872	1422	75.96 %	606	712
4016	Vote by Mail (VBM)	1024	600	58.59 %	211	343
4016	Polling Place (PP)	1024	117	11.43 %	35	69
4016	Total	1024	717	70.02 %	246	412
4017	Vote by Mail (VBM)	1304	948	72.70 %	457	462
4017	Polling Place (PP)	1304	75	5.75 %	29	39
4017	Total	1304	1023	78.45 %	486	501
4018	Vote by Mail (VBM)	1841	1112	60.40 %	455	581
4018	Polling Place (PP)	1841	149	8.09 %	46	91
4018	Total	1841	1261	68.50 %	501	672
4019	Vote by Mail (VBM)	1861	1293	69.48 %	571	657
4019	Polling Place (PP)	1861	120	6.45 %	44	64
4019	Total	1861	1413	75.93 %	615	721
4020	Vote by Mail (VBM)	1527	776	50.82 %	376	361
4020	Polling Place (PP)	1527	118	7.73 %	39	63
4020	Total	1527	894	58.55 %	415	424
4021	Vote by Mail (VBM)	1349	707	52.41 %	330	341
4021	Polling Place (PP)	1349	136	10.08 %	47	83
4021	Total	1349	843	62.49 %	377	424
4022	Vote by Mail (VBM)	1487	931	62.61 %	429	467
4022	Polling Place (PP)	1487	110	7.40 %	33	61
4022	Total	1487	1041	70.01 %	462	528
4023	Vote by Mail (VBM)	990	579	58.48 %	263	284
4023	Polling Place (PP)	990	67	6.77 %	17	45
4023	Total	990	646	65.25 %	280	329
4024	Vote by Mail (VBM)	1513	961	63.52 %	449	460
4024	Polling Place (PP)	1513	127	8.39 %	43	71
4024	Total	1513	1088	71.91 %	492	531
9404	Vote by Mail (VBM)	50	19	38.00 %	7	8
9404	Polling Place (PP)	50	102	204.00 %	21	34
9404	Total	50	121	242.00 %	28	42
Total - Vote by Mail (VBM)		14818	9126	61.59 %	4081	4562
Total - Polling Place (PP)		14818	1343	9.06 %	427	734
Contest Total		14818	10469	70.65 %	4508	5296

*** Indicates vote data was suppressed due to voter privacy settings.

1 Measure BB: City of Seaside						
		Registered Voters	Voters Cast	Turnout (%)	YES	NO
4015	Vote by Mail (VBM)	1872	1200	64.10 %	632	473
4015	Polling Place (PP)	1872	222	11.86 %	117	70
4015	Total	1872	1422	75.96 %	749	543
4016	Vote by Mail (VBM)	1024	600	58.59 %	337	201
4016	Polling Place (PP)	1024	117	11.43 %	72	30
4016	Total	1024	717	70.02 %	409	231
4017	Vote by Mail (VBM)	1304	948	72.70 %	476	435
4017	Polling Place (PP)	1304	75	5.75 %	41	26
4017	Total	1304	1023	78.45 %	517	461
4018	Vote by Mail (VBM)	1841	1112	60.40 %	573	457
4018	Polling Place (PP)	1841	149	8.09 %	84	52
4018	Total	1841	1261	68.50 %	657	509
4019	Vote by Mail (VBM)	1861	1293	69.48 %	681	529
4019	Polling Place (PP)	1861	120	6.45 %	67	41
4019	Total	1861	1413	75.93 %	748	570
4020	Vote by Mail (VBM)	1527	776	50.82 %	473	251
4020	Polling Place (PP)	1527	118	7.73 %	61	35
4020	Total	1527	894	58.55 %	534	286
4021	Vote by Mail (VBM)	1349	707	52.41 %	403	265
4021	Polling Place (PP)	1349	136	10.08 %	77	51
4021	Total	1349	843	62.49 %	480	316
4022	Vote by Mail (VBM)	1487	931	62.61 %	531	350
4022	Polling Place (PP)	1487	110	7.40 %	71	24
4022	Total	1487	1041	70.01 %	602	374
4023	Vote by Mail (VBM)	990	579	58.48 %	294	238
4023	Polling Place (PP)	990	67	6.77 %	42	22
4023	Total	990	646	65.25 %	336	260
4024	Vote by Mail (VBM)	1513	961	63.52 %	498	392
4024	Polling Place (PP)	1513	127	8.39 %	61	51
4024	Total	1513	1088	71.91 %	559	443
9404	Vote by Mail (VBM)	50	19	38.00 %	7	10
9404	Polling Place (PP)	50	102	204.00 %	39	15
9404	Total	50	121	242.00 %	46	25
Total - Vote by Mail (VBM)		14818	9126	61.59 %	4905	3601
Total - Polling Place (PP)		14818	1343	9.06 %	732	417
Contest Total		14818	10469	70.65 %	5637	4018

*** Indicates vote data was suppressed due to voter privacy settings.

1 Measure CC: City of Seaside						
		Registered Voters	Voters Cast	Turnout (%)	1 YES	1 NO
Electionwide	Vote by Mail (VBM)	14818	9126	61.59 %	4081	4562
Electionwide	Polling Place (PP)	14818	1343	9.06 %	427	734
Electionwide	Total	14818	10469	70.65 %	4508	5296
Statewide	Vote by Mail (VBM)	14818	9126	61.59 %	4081	4562
Statewide	Polling Place (PP)	14818	1343	9.06 %	427	734
Statewide	Total	14818	10469	70.65 %	4508	5296
19th Congressional District	Vote by Mail (VBM)	14818	9126	61.59 %	4081	4562
19th Congressional District	Polling Place (PP)	14818	1343	9.06 %	427	734
19th Congressional District	Total	14818	10469	70.65 %	4508	5296
17th State Senatorial District	Vote by Mail (VBM)	14818	9126	61.59 %	4081	4562
17th State Senatorial District	Polling Place (PP)	14818	1343	9.06 %	427	734
17th State Senatorial District	Total	14818	10469	70.65 %	4508	5296
30th State Assembly District	Vote by Mail (VBM)	14818	9126	61.59 %	4081	4562
30th State Assembly District	Polling Place (PP)	14818	1343	9.06 %	427	734
30th State Assembly District	Total	14818	10469	70.65 %	4508	5296
2nd State Board of Equalization District	Vote by Mail (VBM)	14818	9126	61.59 %	4081	4562
2nd State Board of Equalization District	Polling Place (PP)	14818	1343	9.06 %	427	734
2nd State Board of Equalization District	Total	14818	10469	70.65 %	4508	5296
Countywide	Vote by Mail (VBM)	14818	9126	61.59 %	4081	4562
Countywide	Polling Place (PP)	14818	1343	9.06 %	427	734
Countywide	Total	14818	10469	70.65 %	4508	5296
4th Supervisorial District	Vote by Mail (VBM)	14818	9126	61.59 %	4081	4562
4th Supervisorial District	Polling Place (PP)	14818	1343	9.06 %	427	734
4th Supervisorial District	Total	14818	10469	70.65 %	4508	5296
City of Seaside	Vote by Mail (VBM)	14818	9126	61.59 %	4081	4562
City of Seaside	Polling Place (PP)	14818	1343	9.06 %	427	734
City of Seaside	Total	14818	10469	70.65 %	4508	5296
Unincorporated - City Districts sub-district	Vote by Mail (VBM)	14818	9126	61.59 %	4081	4562
Unincorporated - City Districts sub-district	Polling Place (PP)	14818	1343	9.06 %	427	734
Unincorporated - City Districts sub-district	Total	14818	10469	70.65 %	4508	5296
Unincorporated - Unincorporated Area	Vote by Mail (VBM)	14818	9126	61.59 %	4081	4562
Unincorporated - Unincorporated Area	Polling Place (PP)	14818	1343	9.06 %	427	734
Unincorporated - Unincorporated Area	Total	14818	10469	70.65 %	4508	5296

1 Measure BB: City of Seaside						
		Registered Voters	Voters Cast	Turnout (%)	1 YES	1 NO
Electionwide	Vote by Mail (VBM)	14818	9126	61.59 %	4905	3601
Electionwide	Polling Place (PP)	14818	1343	9.06 %	732	417
Electionwide	Total	14818	10469	70.65 %	5637	4018
Statewide	Vote by Mail (VBM)	14818	9126	61.59 %	4905	3601
Statewide	Polling Place (PP)	14818	1343	9.06 %	732	417
Statewide	Total	14818	10469	70.65 %	5637	4018
19th Congressional District	Vote by Mail (VBM)	14818	9126	61.59 %	4905	3601
19th Congressional District	Polling Place (PP)	14818	1343	9.06 %	732	417
19th Congressional District	Total	14818	10469	70.65 %	5637	4018
17th State Senatorial District	Vote by Mail (VBM)	14818	9126	61.59 %	4905	3601
17th State Senatorial District	Polling Place (PP)	14818	1343	9.06 %	732	417
17th State Senatorial District	Total	14818	10469	70.65 %	5637	4018
30th State Assembly District	Vote by Mail (VBM)	14818	9126	61.59 %	4905	3601
30th State Assembly District	Polling Place (PP)	14818	1343	9.06 %	732	417
30th State Assembly District	Total	14818	10469	70.65 %	5637	4018
2nd State Board of Equalization District	Vote by Mail (VBM)	14818	9126	61.59 %	4905	3601
2nd State Board of Equalization District	Polling Place (PP)	14818	1343	9.06 %	732	417
2nd State Board of Equalization District	Total	14818	10469	70.65 %	5637	4018
Countywide	Vote by Mail (VBM)	14818	9126	61.59 %	4905	3601
Countywide	Polling Place (PP)	14818	1343	9.06 %	732	417
Countywide	Total	14818	10469	70.65 %	5637	4018
4th Supervisorial District	Vote by Mail (VBM)	14818	9126	61.59 %	4905	3601
4th Supervisorial District	Polling Place (PP)	14818	1343	9.06 %	732	417
4th Supervisorial District	Total	14818	10469	70.65 %	5637	4018
City of Seaside	Vote by Mail (VBM)	14818	9126	61.59 %	4905	3601
City of Seaside	Polling Place (PP)	14818	1343	9.06 %	732	417
City of Seaside	Total	14818	10469	70.65 %	5637	4018
Unincorporated - City Districts sub-district	Vote by Mail (VBM)	14818	9126	61.59 %	4905	3601
Unincorporated - City Districts sub-district	Polling Place (PP)	14818	1343	9.06 %	732	417
Unincorporated - City Districts sub-district	Total	14818	10469	70.65 %	5637	4018
Unincorporated - Unincorporated Area	Vote by Mail (VBM)	14818	9126	61.59 %	4905	3601
Unincorporated - Unincorporated Area	Polling Place (PP)	14818	1343	9.06 %	732	417
Unincorporated - Unincorporated Area	Total	14818	10469	70.65 %	5637	4018

CERTIFICATE OF REGISTRAR OF VOTERS

In the Matter of the CANVASS OF THE VOTES CAST
at the **City of Seaside**
held on November 5, 2024

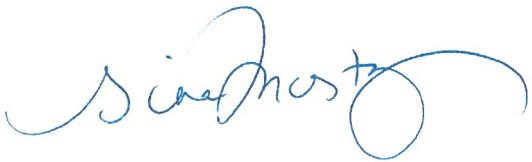
} ss

I, **Gina Martinez**, Registrar of Voters of the County of Monterey, State of California hereby
certify;

THAT an election was held within the boundaries of the **City of Seaside** on November 5,
2024 for the purpose of submitting **MEASURE BB** to the qualified electors and; I caused to have
processed and recorded the votes from the canvass of all ballots cast at said election within the
boundaries of the **City of Seaside**.

I HEREBY FURTHER CERTIFY that the record of votes cast at said election is set forth in
Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth at
length.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this Tuesday,
December 3, 2024 and filed this date with the **City of Seaside**.



Gina Martinez
Registrar of Voters



CERTIFICATE OF REGISTRAR OF VOTERS

In the Matter of the CANVASS OF THE VOTES CAST
at the **City of Seaside**
held on November 5, 2024

} ss

I, **Gina Martinez**, Registrar of Voters of the County of Monterey, State of California hereby
certify;

THAT an election was held within the boundaries of the **City of Seaside** on November 5,
2024 for the purpose of submitting **MEASURE CC** to the qualified electors and; I caused to have
processed and recorded the votes from the canvass of all ballots cast at said election within the
boundaries of the **City of Seaside**.

I HEREBY FURTHER CERTIFY that the record of votes cast at said election is set forth in
Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth at
length.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this Tuesday,
December 3, 2024 and filed this date with the **City of Seaside**.



Gina Martinez
Registrar of Voters





CITY OF SEASIDE STAFF REPORT

Item No.: 7.B.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Jessica Riley, Finance Director

DATE: December 19, 2024

**SUBJECT: ADOPT A RESOLUTION RECEIVING FIVE-YEAR REPORT ON
RECEIPT AND USE OF DEVELOPMENT IMPACT FEES AND
MAKING APPROPRIATE FINDINGS**

RECOMMENDATION

Adopt a resolution receiving a five-year report and make appropriate findings.

BACKGROUND

In order to comply with the Mitigation Fee Act, California Government Code section 66000 and following, the City must review and make findings every five-years with respect to that portion of the Development Impact Fees unexpended whether committed or uncommitted. The report and findings must identify the purposes to which the fee is to be put, demonstrate a reasonable relationship between the fee and the purpose for which it is charged; identify all sources and amounts of funding anticipated to complete financing of incomplete improvements, as identified in paragraph (2) of subdivision (a); designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

The City assessed fees collectively referred to as the 2002 Fort Ord Mitigation Monitoring Program based upon Environmental Impact Fees, Public Services. The City tracks these funds for a Fire Substation, Police Department Substation and Police Department Expansion. The Fire Substation and police substation may be combined into one building, which the City has identified as Firestation 2. With respect to the Police Department Expansion, this specifically was for the purpose of expanding the police department and enhancing the wireless and other communication. The five-year Report attached hereto outlines the reasonable relationship between the fee and the purpose for which it is charged and the other information relative to these items.

Additionally, the City is required pursuant to California Government Code Subsection 66006(b)(1), the City must report annually on the amount of Development Impact Fees collected, the beginning and ending balances in the account and any interest earned, as well as other categories set forth in that section. The reports are due within one hundred eighty days of the close of the fiscal year. The council must review the information at a regularly scheduled public meeting no less than 15-days after the information has been made available. A copy of the annual report is attached hereto and will be formally reviewed and considered by Council at its regularly scheduled January 16, 2025 meeting.

FISCAL IMPACT

There are no fiscal impacts associated with accepting the report.

ATTACHMENTS

1. Resolution
2. Five-Year Report Developer Agreement_Impact Fees_FY24
3. Annual Report- Developer Agreement_Impact Fees_FY24

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE****RECEIVE THE FIVE YEAR DEVELOPMENT IMPACT REPORT AND ADOPT A RESOLUTION MAKING ADDITIONAL REQUIRED FINDINGS, AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 66001(d)**

WHEREAS, the Mitigation Fee Act, California Government Code Section 66000 et seq. authorizes the City of Seaside (City) to impose, collect and expend mitigation fees to offset the impacts of development within the City; and

WHEREAS to comply with the California Government Code section 66001 subdivision (d)(1), for the fifth fiscal year following the first deposit into the account or fund containing fees from development projects, and every five years thereafter, the City must make certain findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted; and

WHEREAS, Attachments 1 to this Resolution is the "Five Year Development Impact Fees Report," which was drafted pursuant to the requirements in California Government Code section 66001 subdivision (d)(1) for the applicable accounts.

NOW, THEREFORE, BE IT RESOLVED, the City Council finds:

1. The above recitals are incorporated here as if set forth fully below; and
2. The City Council further finds and resolves that Attachment 1 contains all of the information required by California Government Code section 66001 subdivision (d)(1) and accept and adopts Attachment 1 for purposes of compliance with section 66001 subdivision (d)(1).
3. The City Council finds that as described in further detail in Attachment 1, the unexpended balance of fees held in the Mitigation Fees Fund subject to this Five Year Report total \$86,912.42.
4. The City Council finds that as described in further detail in Attachment 1, there is a continuing need for public services, including but not limited to police and

fire, and that any retained funds will be directed to these purposes.

5. The City Council further finds that additional funds will be required to construct Fire Station 2 and the attendant police substation and that cost is estimated between \$24,000,000 and \$34,000,000. The short fall is expected to be covered from funds other than mitigation fees and bonds. The design and approval of the project has already occurred.
6. The City Council hereby certifies that the City intends to use the fees described above to fund projects that are still needed by the community.
7. The above actions will not have a significant impact on the environment and are to be exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State CEQA Guidelines because these actions involve only the adoption of certain findings, the public release of information, and no specific development would be authorized. No physical activity would occur until all required environmental review is conducted at the time the physical improvements are undertaken at a future date. Therefore, these actions do not have the potential for causing a significant effect on the environment. In addition, these actions are statutorily exempt from CEQA pursuant to State CEQA Guidelines 15273(a)(4). Additionally, these actions are not a "project" under CEQA pursuant to CEQA Guidelines Section 15378(b)(4) because these actions involve government fiscal activities which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of December 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney

City of Seaside, California
Five Year Development Impact
Fees Report
Developer Agreement Fair Share
Fees
Fiscal Year Ended June 30, 2024



Prepared by City of Seaside Finance Director
Jessica Riley

City of Seaside, California
Five Year Development Impact Fees Report
Developer Fair Share Fees
Fiscal Year Ended June 30, 2024

Purpose of the Report

The purpose of this report is to support the findings required by the Mitigation Fee Act (MFA). Local agencies are required to make these findings every five years for each development impact fee they impose on development projects.

This report provides the necessary information and analysis to make these findings for the following City of Seaside (City) development impact fees:

2002 Fort Ord Mitigation Monitoring Program based on Environmental Impact Fees – Public Services

- Fire Substation
- Police Department Substation
- Police Department Expansion

The five-year findings required by the Mitigation Fee Act (MFA) according to California Government Code, sections 66000 through 66025, specifically section 66001(d)(1) are outlined below:

For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

- (A) Identify the purpose to which the fee is to be put.
- (B) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
- (C) Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements, as identified in paragraph (2) of subdivision (a).
- (D) Designate the approximate dates on which the funding referred to in subparagraph (C) is expected to be deposited into the appropriate account or fund.

City of Seaside, California
Five Year Development Impact Fees Report
Developer Fair Share Fees
Fiscal Year Ended June 30, 2024

2002 Fort Ord Mitigation Monitoring Program based on Environmental Impact Fees – Public Services (City Council Resolution 02-007)

- Fire Substation
- Police Department Substation
- Police Department Equipment
- Police Department Expansion

Development Impact Fees & Expenditures by Project			
	261-3745	261-3748	261-3749
Transaction	Fire Substation	Police Equipmnt & Staffing	Police Dept Expansion
Deposit 7/18/03, receipt # 29674			\$ 33,396.64
Deposit 9/23/03, receipt #33446	\$ 130,380.00	\$ 24,826.00	\$ 12,165.00
Deposit 8/22/07, receipt #	\$ 28,027.80	\$ 5,698.20	
Fire Station #2 Studies	\$ (50,000.00)		
Developer Impact Fees Received 21-22	\$ 25,225.02		\$ 5,128.38
Developer Impact Fees Received 22-23	\$ 28,027.80		\$ 5,698.20
Expense - Fire Station Design	\$ (138,392.10)		
Balance June 30, 2023	\$ 23,268.52	\$ 30,524.20	\$ 56,388.22
Developer Impact Fees Received 23-24			
Expense - Fire Station Design	\$ (23,268.52)		
Balance June 30, 2024	\$ -	\$ 30,524.20	\$ 56,388.22

Findings: Purpose of Fee

The purpose of the Developer Impact Fee is to provide necessary funding for police, fire and general city facilities and equipment to serve the needs of, and address the impacts from new residential development within the former Fort Ord.

By adopting and imposing the mitigation measure(s) described below and in the Mitigation Monitoring Program and also as identified in the Fort Ord Reuse Plan Final Environmental Impact Report (FEIR), changes or alterations have been required in, or incorporated into, the Project which will avoid or substantially lessen the significant public service environmental impact identified and analyzed in the FEIR.

Findings: Reasonable Relationship

- **Fire Substation**
The Fire Substation was first identified as a mitigation when the Hayes Housing/Seaside Highlands project was reviewed and ultimately approved for development. Their

City of Seaside, California
Five Year Development Impact Fees Report
Developer Fair Share Fees
Fiscal Year Ended June 30, 2024

Conditions of Approval required prior to issuance of the first certificate of occupancy of the project, the project shall provide one of the following to ensure adequate emergency vehicle access to the site (i.e., the response time is within a five-minutes from the Seaside Fire Station, as determined by the Fire Chief): 1) The applicant shall fund the acquisition and site preparation and shall design, fund and construct an emergency access between Coe Avenue and Paralta Avenue to reduce the response time to the site to within the five minute standard from the Seaside Fire Station and pay their fair share (8 percent) of the cost of a fire substation; or 2) The applicant shall obtain a site, design, fund and construct a City of Seaside fire substation on the former Fort Ord within the City limits of Seaside.

The fire substation shall be a minimum of four bays and suitably designed and equipped to accommodate typical urban as well as high-rise structure and wildlands fires. The applicant is responsible for 8.0 percent of the cost where the cost is the actual cost or the updated estimated cost at the time the fee is due (Based upon the methodology in the Final EIR and the applicable cost index from Engineering News-Record). If the first alternative above is implemented, the access shall be completed to a level acceptable to the Fire Chief and the development fee shall be paid to the City prior to issuance of the first certificate of occupancy of the project. If the second alternative is implemented, the fire substation shall be completed to a level acceptable to the Fire Chief prior to the issuance of the first certificate of occupancy and the city and the applicant shall enter into a reimbursement agreement to provide proportional reimbursement to the applicant for costs outside their fair share.

Since that time, the Seaside Resort has also contributed demand for new fire services in the northern part of the City. The City conducted multiple fire station studies to evaluate both response times and the best location for a new Fire Station to serve the Highlands, Seaside Resort, Campus Town and the Main Gate areas. The City determined there was an ongoing need for fire services in this area and approved a project on the property located at First Avenue and Gigling. City is in the planning phases of Fire Station #2 which is estimated to cost in the neighborhood of \$24,000,000 to \$34,000,000. The most recent updated fire services studies indicate that there is still a need for the City to develop fire services and police services in the northern part of the City in order to provide appropriate response times.

- **Police Department Substation**

The need for police department substation services was identified with the Hayes Housing and Seaside Resort projects and with an eye toward the public services required as the former Fort Ord properties in the City are developed. Developments in the northern portion of the City were to contribute to a fair share contribution of the

City of Seaside, California
Five Year Development Impact Fees Report
Developer Fair Share Fees
Fiscal Year Ended June 30, 2024

new police and fire substations. The most recent studies, including Main Gate Specific Plan and the Campus Town projects indicate an ongoing need for police and fire services in the northern part of the City. Currently, there is a police substation/office and potential interview room planned for the Fire Station #2 location.

- **Police Equipment**

The need for police department equipment was also identified with the Hayes Housing and Seaside Resort projects in support of additional public services required as the former Fort Ord properties in the City are developed. This mitigation was originally imposed for providing police equipment for use at the former Fort Ord and were intended to include the following: Four patrol cars (equipped for various purposes as determined by the Police Chief), officer equipment for seven officers, and Officer background checks for seven officers.

- **Police Department Expansion**

The Hayes Housing EIR identified the Police Department expansion for the purpose of expanding Department Headquarters Office Space and expanding wireless communications system. This mitigation was originally imposed for the expansion of Department headquarters office space and expanding the wireless communications system. The EIRs for the subsequent developments identified the fair share contribution to those costs. The City currently shows a little over \$56,000 in the Mitigation Fee fund and makes these findings in an abundance of caution, as PD Headquarters was expanded in 2005 and again in 2010.

Findings: Alternative Funding Sources and Timing

- The City of Seaside consolidated the resources for the public service environmental impact into design and construction efforts for a second fire station that will be located in the former Fort Ord. As of June 30, 2024, the City had allocated a total of \$1,376,242.36 to the Fire Station #2 Design and Construction of which \$696,242.36 was appropriated from the City General Fund and \$680,000 was appropriated from Developer Impact Fees (211,660.62) and in lieu fees (\$468,339.38). The Fire Station #2 design and construction project is included in the City's 2023-2024 Capital Improvement Plan.
- The Fire Station #2 project is still in the design phase. Total General Fund expenditures are \$519,784.83 and total funding provided by developer impact fees is \$211,660.62 as of June 30, 2024. The project cannot move forward until additional bond funding is secured. The total project cost is estimated to be between \$24,000,000 and \$34,000,000. The project is expected to be completed by fiscal year 2027/28.

City of Seaside, California

Development Impact Fees Report
Developer Agreement Fair Share
Fees

Fiscal Year Ended June 30, 2024



Prepared by City of Seaside Finance Director
Jessica Riley

City of Seaside, California
Development Impact Fees Report
Developer Fair Share Fees
Fiscal Year Ended June 30, 2024

For purpose of compliance with California Government Code Subsection 66006(b)(1), the following information regarding AB 1600 fees is presented in connection with the City's Impact Fees fund:

(A) A brief description of the type of fee in the account or fund.

Fair Share Fees - Fees collected are used for the planning, design, construction or support activities of facilities in existence at the time the charge is imposed or for new facilities to be constructed in the future that are necessitated by the development project.

The fees collected in the amount of \$80,673 are for 38.57% of the costs for the South Tioga T-1 Mitigation project. The South Tioga T-1 Mitigation project includes constructing a half signal to control the eastbound Fremont Boulevard approach and the northbound Del Monte Boulevard approach and provide a continuous green light on the westbound Fremont Boulevard approach.

(B) The amount of the fee.

FY 2023/24:

Fair Share Fees: \$80,673

(C) The beginning and ending balance of the account or fund. See statement below.

(D) The amount of the fees collected and the interest earned. See statement below.

City of Seaside, California
Development Impact Fees Report
Developer Fair Share Fees
Fiscal Year Ended June 30, 2024

Statement of Revenues, Expenditures and Changes in Fund Balance	
For the Year Ended Jun 30, 2024	
REVENUES	
South Tioga T-1 Mitigation	\$ 80,673
Interest	\$ 26,075
Total Revenues	\$ 106,748
EXPENDITURES	
Fire Station Design	\$ 23,269
Total Expenditures	\$ 23,269
OTHER FINANCING SOURCES (USES)	
Transfers in	\$ -
Transfers out	\$ (586,550)
Total Other Financing Sources & Uses	\$ (586,550)
REVENUES OVER (UNDER) EXPENDITURES	\$ (503,070)
Beginning Fund Balance as of 07/01/23	\$ 883,547
Ending Fund Balance as of 06/30/24	\$ 380,477

Per resolution 02-106 mitigation measure R1-C for Military Avenue & Coe Avenue Access in the Mitigation Monitoring Program and also identified in the Fort Ord Reuse Plan Final Environmental Impact Report (FEIR) was changed to one in lieu fee to be used for the Fire/Police substation project. The remaining \$586,550 remaining for this project is being transferred to the Fire/Police substation project in fiscal year 2023-24 in order to account for the change per resolution 02-106.

The City has adopted a water capacity fee. However, no water capacity fees have been collected thus far.

City of Seaside, California
Development Impact Fees Report
Developer Fair Share Fees
Fiscal Year Ended June 30, 2024

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

- Fees were transferred to the Capital Project fund for Government Facilities (Fund 344) . The expended funds in the amount of \$178,725 were used for design of a second fire station on the north side of the City of Seaside.

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Fires Station # 2 Design and Construction

- A Second Fire Station on the North side of the City of Seaside
- Estimated cost is between \$24,000,000.00 and \$34,000,000.

Traffic signal for Del Monte Boulevard and Fremont Boulevard

- Estimated cost of \$209,159.97 to be added to the CIP schedule for FY 23-24.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

- Fees were transferred to the Capital Project fund for Government Facilities (Fund 344). The transferred funds were used for design of a second fire station on the north side of the City of Seaside.

(H) The amount of the refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds were made during the fiscal year.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.C.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dominique Davis, City Clerk

DATE: December 19, 2024

**SUBJECT: ADOPT A RESOLUTION CANCELING THE JANUARY 2, 2025,
REGULAR CITY COUNCIL MEETING**

RECOMMENDATION

Adopt a resolution to cancel the January 2, 2025, City Council meeting.

BACKGROUND

The City Council meets regularly on the first and third Thursdays of each month. Since the first meeting in January would occur the day after a Federal Holiday, it is recommended that the meeting be formally canceled.

FISCAL IMPACT

None.

ATTACHMENTS

1. Resolution
-

Reviewed for Submission to the City Council by:

A blue ink signature of Craig Malin, Interim City Manager, written over a horizontal line.

Craig Malin, Interim City Manager

RESOLUTION NO. 24-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE CANCELLATION OF THE CITY COUNCIL REGULAR
MEETING JANUARY 2, 2025**

WHEREAS, The City Council meets regularly on the first and third Thursdays of each month; and

WHEREAS, since the first meeting in January would fall on January 2, being that it is the day after a Federal Holiday, it is recommended that the meeting be formally canceled; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the cancellation of the meetings scheduled for January 2, 2025.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of December 2024.

AYES: COUNCIL MEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 7.D.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY:

DATE: December 19, 2024

SUBJECT: REVIEW AND APPROVE PURCHASE AND SALE CONTRACT FOR 1591 DEL MONTE AVENUE FOR \$1,150,000; AUTHORIZE THE EXPENDITURE OF AFFORDABLE HOUSING FUNDS FOR THE ACQUISITION AND INCIDENTAL COSTS AND AUTHORIZE STAFF TO TAKE ALL OTHER ACTIONS TO FINALIZE THE ACQUISITION

RECOMMENDATION

Approve the Purchase and Sale Agreement to acquire the property in the amount of \$1,150,000.00, direct staff to utilize funds from the Affordable Housing Fund to acquire the property and authorize staff to take all other actions to finalize the acquisition of the property.

BACKGROUND

The property at 1591-1599 Del Monte Avenue (collectively referred to as the "1591 site" or the "Property") is located along Del Monte Avenue at intersection with Broadway Avenue. The site is located within the West Broadway Urban Village Specific planning area and is designated for Commercial Mixed Use (CMX). Adjacent to the Property on the southern side is 1579-1580 Del Monte, which is owned by the City and currently being used for City office space. On the northerly boundary of the Property is Ichi Riki restaurant. The 1591 site is approximately 8,233 square feet and contains a duplex and a four-plex built in or around 1930. The duplex features one studio upstairs and an identical unit downstairs each with a private entrance. The four-plex features three, one-bedroom units, one studio and a laundry room area. The buildings were built in or about 1930 and there is a bit of deferred maintenance. All of the units are occupied at this time and the property is being sold subject to their tenancies, 5 of which are month to month and one of which is a lease which expires June 30, 2025.

The rents for these units range from \$1,150 to 1550 per month. The annual net income for all units for the time period 10/1/2023-9/30/24 is \$53,446.04. The units and the buildings do include deferred maintenance. The property also has a current encroachment on the right of way behind the building which is shown on a survey map as owned by the Transportation of Monterey County (TAMC), however, there is a pending certificate of correction to show the ownership of the right-of-way to be with the City of Seaside. The site was originally listed for \$1,400,000, however, the Owner is willing to sell this property to the City "as-is" for \$1,150,000. The Purchase and Sale contract is contingent upon receipt of an appraisal that verifies the Fair Market value. If ratified and approved by City Council, the transaction is scheduled to close on December 30, 2024.

At \$1,150,000, the approximate cost per residential unit is approximately \$191,666.67. The recommendation is that the City acquire this property using the Affordable Housing funds with an eye toward ultimate demolition and re-use consistent with the West Broadway Urban Village Plan, combining retail space downstairs and replacement residential units above the retail space.

FISCAL IMPACT

\$1,150,000 from the Affordable Housing Fund and any attendant closing costs

ATTACHMENTS

1. Resolution Authorizing Acquisition of 1591 Del Monte
2. Purchase Agreement and Joint Escrow Instructions
3. Picture of 1591 Del Monte Property
4. Ground Map of Property
5. West Broadway Map

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE CONTRACT AND ATTENDANT DOCUMENTS FOR THE ACQUISITION OF 1591 DEL MONTE BOULEVARD FOR \$1,150,000.00 AND AUTHORIZE PAYMENT FROM THE AFFORDABLE HOUSING FUNDS

RECITALS

WHEREAS, the property located at 1591 Del Monte Boulevard ("the Property") more specifically described as Assessor's Parcel Number 011-279-005 is approximately 8,233 square feet and is a part of the West Broadway Urban Village Specific Planning area and zoned for commercial mixed use development; and

WHEREAS, the Property is located adjacent to City-owned 1579 and 1580 Del Monte Boulevard, which the City currently occupies as office space for our Economic Development, ESCA and Housing Departments; and

WHEREAS, the Property includes a duplex and a four-plex which currently are fully occupied and have five month-to-month tenancies and one lease that expires on or about June 30, 2025 and the property is being sold subject to those tenancies; and

WHEREAS, there is a need in the City to control rental units for addition to the City's affordable housing opportunities and also, to target catalyst properties located within the West Broadway Urban Village Specific Plan; and

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Seaside:

1. Authorization. Hereby authorizes the City Manager, or his designee memorialized by written delegation of authority provided to the City Attorney, to execute a Purchase Agreement and Joint Escrow Instructions and all other documentation, in a form as finally reviewed and approved by the City Attorney, and take all other actions necessary, to effectuate the purchase and City acceptance, of the property at 1591 Del Monte Boulevard (APNs 011-279-005) for \$1,150,000.00. The City Council further ratifies any action taken by the City Manager or his designee prior to the date of this Resolution provided such acts are consistent with the above-referenced acquisition authority. The City Council further authorizes payment of any incidental costs associated with the acquisition as are normal and customary.

2. Budgetary. Hereby authorizes the use of the Affordable Housing Funds to acquire said property and to pay any such incidental or other remediation costs necessary to address potential habitability or deferred maintenance expenses as directed by the City Manager.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of December, 2024 by the following vote:

AYES:	COUNCIL MEMBERS
NOES:	COUNCIL MEMBERS
ABSENT:	COUNCIL MEMBERS
ABSTAIN:	COUNCIL MEMBERS

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form CPA, Revised 7/24)

Date Prepared: November 27, 2024**1. OFFER:**

A. THIS IS AN OFFER FROM City Of Seaside Municipal Corp ("Buyer").
☐ Individual(s), ☒ A Corporation, ☐ A Partnership, ☐ An LLC, ☐ Other _____

B. THE PROPERTY to be acquired is 1591 Del Monte Blvd Street, situated
 in Seaside (City), Monterey (County), California, 93955 (Zip Code),
 Assessor's Parcel No(s). 011-279-005-000 ("Property").

(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)

C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**D.** Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.**2. AGENCY:**

A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.

B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction.

Seller's Brokerage Firm Paramount Properties License Number 01220386

Is the broker of (check one): ☐ the Seller; or ☒ both the Buyer and Seller (Dual Agent).

Seller's Agent Angela Iglesias License Number 02066522

Is (check one): ☐ the Seller's Agent (Salesperson or broker associate); or ☒ both the Buyer's and Seller's Agent (Dual Agent).

Buyer's Brokerage Firm Paramount Properties License Number 01220386

Is the broker of (check one): ☐ the Buyer; or ☒ both the Buyer and Seller (Dual Agent).

Buyer's Agent Angela Iglesias License Number 02066522

Is (check one): ☐ the Buyer's Agent (Salesperson or broker associate); or ☒ both the Buyer's and Seller's Agent (Dual Agent).**C.** ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).**D. POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 17 pages. The Parties are advised to read all 17 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price	\$ <u>1,150,000.00</u>	☒ All Cash
B		Close Of Escrow (COE)	☒ <u>31</u> Days after Acceptance OR ☐ on _____ (date)	
C	40A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or ☐ AM/ ☐ PM	
D(1)	5A(1)	Initial Deposit Amount	\$ _____ (% of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR ☐ _____
D(2)	5A(2)	☐ Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$ _____ (% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR ☐ _____ (date) OR ☐ _____
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points	\$ _____ (% of purchase price) Fixed rate or ☐ Initial adjustable rate, • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ _____ (% of purchase price) Fixed rate or ☐ Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(3)	7A	Occupancy Type	Investment	
F	5D	Balance of Down Payment	\$ <u>1,150,000.00</u>	
		PURCHASE PRICE TOTAL	\$ <u>1,150,000.00</u>	

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CPA REVISED 7/24 (PAGE 1 OF 17)

Buyer's Initials

JB

Seller's Initials

Initial
KS**COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (CPA PAGE 1 OF 17)**

Paramount Properties, 888 Munras Ave., Ste 200 Monterey CA 93940
 Angela Iglesias

Phone: 8315211889
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: 8313720468
 www.lwof.com

City of Seaside

	Para #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	☐ \$ _____ (% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR ☐ Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____			
G(3)	21	☒ Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached).		
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
I	Intentionally Left Blank			
J	19	Final Verification of Condition	5 (or _____) Days prior to COE	
K	26	Assignment Request	17 (or _____) Days after Acceptance	
L	CONTINGENCIES		TIME TO REMOVE CONTINGENCIES	
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	☒ No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or ☐ \$ _____	17 (or _____) Days after Acceptance	☐ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 15	Investigation of Property Informational Access to Property Buyer's right to access the Property for informational purposes only is NOT a contingency and does NOT create additional cancellation rights for Buyer.	17 (or _____) Days after Acceptance 17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8I. ☐ CR attached
L(4)	8D	Insurance	17 (or _____) Days after Acceptance	
L(5)	8E, 17A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 16A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11D	Common Interest Disclosures Per by Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6)	Review of leased or liened items (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8K	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ C.A.R. Form COP attached		
M	Possession		Time for Performance	Additional Terms
M(1)		Vacant Units; Tenant Occupied Units being delivered subject to tenant rights	Upon notice of recordation On COE date	☒ Tenant Occupied Unit(s) to be delivered vacant (#s _____)
M(2)	7D	Seller Occupied	Upon Notice or recordation, OR ☐ 6 PM or ☐ AM/ ☐ PM COE date or, if checked below, ☐ _____ days after COE (29 or fewer days) ☐ _____ days after COE (30 or more days)	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form CL attached if 30 or more days.
N	Documents/Fees/Compliance		Time for Performance	
N(1)	17A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after Delivery	
N(3)	11D(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	36	Evidence of representative authority	3 Days after Acceptance	

CPA REVISED 7/24 (PAGE 2 OF 17)

Buyer's Initials

JB

Seller's Initials

Initial

KS

COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form CR-B) (PAGE 2 OF 17)Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

City of Seaside



O	Intentionally Left Blank			
P	Items Included and Excluded			
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked:		
P(2)	9	Excluded Items:		
Q	Allocation of Costs			
	Para #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A	Natural Hazard Zone Disclosure Report, including tax information	☐ Buyer ☒ Seller ☐ Both	☐ Environmental ☐ Other
Q(2)	15B(1)(D)	Environmental Survey	☐ Buyer ☐ Seller ☐ Both	
Q(3)		City Report Report	☐ Buyer ☒ Seller ☐ Both	
Q(4)		Report	☐ Buyer ☐ Seller ☐ Both	
Q(5)	10B(1)	Smoke alarms, CO detectors, water heater bracing	☐ Buyer ☒ Seller ☐ Both	
Q(6)	10A, 10B(2)	Government Required Point of Sale inspections, reports	☒ Buyer ☐ Seller ☐ Both	
Q(7)	10B(2)	Government Required Point of Sale corrective/remedial actions	☒ Buyer ☐ Seller ☐ Both	
Q(8)	22B	Escrow Fees	☐ Buyer ☐ Seller ☐ Both ☒ Each to pay their own fees	Escrow Holder: Chicago Title
Q(9)	16	Owner's title insurance policy	☐ Buyer ☒ Seller ☐ Both	Title Company (If different from Escrow Holder):
Q(10)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(11)		County transfer tax, fees	☒ Buyer ☐ Seller ☐ Both	
Q(12)		City transfer tax, fees	☒ Buyer ☐ Seller ☐ Both	
Q(13)	11D(2)	HOA fee for preparing disclosures	Seller	
Q(14)		HOA certification fee	Buyer	
Q(15)		HOA transfer fees	☐ Buyer ☐ Seller ☐ Both	
Q(16)		Private transfer fees	Seller, or if checked, ☐ Buyer ☐ Both	
Q(17)	10B(4)	Installation of safety features, required by law	☐ Buyer ☐ Seller ☐ Both	
Q(18)		fees or costs	☐ Buyer ☐ Seller ☐ Both	
R	12	Additional Tenancy Documents: ☒ Income and Expense Statements ☒ Tenant Estoppel Certificate		
S	OTHER TERMS: The seller is to compensate the buyer's agent a concession of 1.5% of the purchase agreement.			

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- ☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA) ☐ Residential Units Purchase Addendum (RU-PA)
☐ Other

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- ☐ Addendum # (C.A.R. Form ADM) ☐ Assumed Financing Addendum (C.A.R. Form AFA)
☐ Back Up Offer Addendum (C.A.R. Form BUO) ☐ Short Sale Addendum (C.A.R. Form SSA)
☐ Court Confirmation Addendum (C.A.R. Form CCA) ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
☐ Other

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Buyer's Initials

Seller's Initials

COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form 1003) (PAGE 3 OF 17)

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C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)☒ Buyer's Investigation Advisory (C.A.R. Form BIA)☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)☒ Wire Fraud Advisory (C.A.R. Form WFA)☒ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)

(Parties may also receive a privacy disclosure from their own Agent.)

☐ Wildfire Disaster Advisory (C.A.R. Form WFDA)☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)☐ Trust Advisory (C.A.R. Form TA)☐ Short Sale Information and Advisory (C.A.R. Form SSIA)☐ REO Advisory (C.A.R. Form REO)☐ Probate Advisory (C.A.R. Form PA)☐ Other:☐ Other:**5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.**A. DEPOSIT:**

(1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.

(2) **INCREASED DEPOSIT:** Increased deposit specified in **paragraph 3D(2)** to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.

(3) **RETENTION OF DEPOSIT:** Paragraph 37, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.

B. ALL CASH OFFER: If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

(1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Subject To Financing, Assumed Financing, or Other is checked in **paragraph 3E(1)**.

(2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing **UNLESS** Seller Financing (C.A.R. Form SFA), Subject To Financing, Assumed Financing, or Other is checked in **paragraph 3E(2)**.

(3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.

(4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

(5) Buyer shall, within the time specified in **paragraph 3E(1)**, Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer as specified in **paragraph 3G(1)** or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. ADDITIONAL FINANCING TERMS:

A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs, within the time specified in **paragraph 3H(2)** may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.

B. VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

C. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

A. OCCUPANCY: Buyer intends to occupy the Property as indicated in **paragraph 3E(3)**. Occupancy may impact available financing.

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Buyer's Initials

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Seller's Initial

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B. CONDITION OF PROPERTY ON CLOSING:

Unless Otherwise Agreed: (i) the Property shall be delivered "**As-Is**" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; (iii) Except as specified in **paragraph 9C**, Seller is not responsible to repair any holes left after the removal of any wall hangings (such as pictures and mirrors), brackets, nails or other fastening devices; and (iv) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**D. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW:** If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed, (i) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; (ii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan; and (iii) consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties.**E. At Close Of Escrow:** (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.**F. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("HOA") to obtain keys and accessible HOA facilities.****8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:****A. LOAN(S):**

(1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**

(2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Insurance contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Insurance contingency but not the loan contingency.

(3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.

(4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

(1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.

(2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

(3) **Fair Appraisal Act:** See **paragraph 33** for additional information.

C. INVESTIGATION OF PROPERTY: This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.**D. INSURANCE:** This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's assessment of the availability and approval of the cost for any insurance policy desired under this Agreement.**E. REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 17A**.**F. TITLE:**

(1) This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.

(2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

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- G. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in paragraph 3L(7), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 11D ("CI Disclosures").
- H. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to paragraph 9B(6), is, as specified in paragraph 3L(8), a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in paragraph 3L(8), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller disclosed leased or lienied items.
- I. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.
- J. REMOVAL OF CONTINGENCY OR CANCELLATION:**
- (1) For any contingency specified in paragraph 3L, 8, or elsewhere, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.
 - (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in paragraph 3L or 5 Days after Delivery of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
 - (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.
- K. SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in paragraph 3L(9).
- 9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**
- A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3P or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.
- B. ITEMS INCLUDED IN SALE:**
- (1) All EXISTING fixtures and fittings that are attached to the Property;
 - (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not included in paragraph 3P), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in paragraph 3P, if currently existing and owned by Seller at the time of Acceptance.
Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager, tenant, or other third party, the item should be listed as being excluded in paragraph 3P(2) or excluded by Seller in a counter offer.
 - (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in paragraph 3P, all such items are included in the sale, whether hard wired or not.
 - (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use paragraph 3P(1) or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
 - (5) Non-Dedicated Devices: All smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.
 - (6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in paragraph 3N(1), shall (i) disclose to Buyer if any item or system specified in paragraph 3P or 9B or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
 - (7) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to paragraph 9B(6), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
 - (8) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 3N(1).
 - (9) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.

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(10) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

- C. ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, the following items are excluded from sale: (i) All items specified in **paragraph 3P(2)**; (ii) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (iii) furniture and other items secured to the Property for earthquake or safety purposes. **Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.**

10. ALLOCATION OF COSTS:

- A. INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES:** Paragraphs **3Q(1), (2), (3), and (4)** only determines who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **Paragraph 3N(1).**
- B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:**
- (1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in **paragraph 3N(4)** and paid by Party specified in **paragraph 3Q(4).** If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.
- (2) **POINT OF SALE REQUIREMENTS:**
- (A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by the Party specified in **paragraphs 3Q(6) and 3Q(7).** Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall (i) directly pay to the vendor completing the repair or (ii) provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.
- (B) Buyer shall be provided, within the time specified in **paragraph 3N(1),** unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.
- (3) **REINSPECTION FEES:** If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.
- (4) **INSTALLATION OF SAFETY FEATURES:**
- (A) The following installations shall be completed prior to final verification of condition unless Otherwise Agreed: (i) approved fire extinguisher(s), sprinkler(s), and hose(s), if required by law; and (ii) drain cover and anti-entrapment device or system meeting the minimum requirements permitted by the U.S. Consumer Products and Safety Commission for any pool or spa.
- (B) If Buyer is to pay for these installations, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the installation.
- (5) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

11. SELLER DISCLOSURES

- A. WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
- B. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- C. NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1),** if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

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D. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

- (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form CSPQ).
- (2) If the Property is a condominium or is located in a planned development or other common interest development with a HOA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee as specified in **paragraph 3Q(13)** for the following items to the HOA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to HOA or management company to pay for any of the above.

E. SOLAR POWER SYSTEMS: For properties with any solar panels or solar power systems, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all known information about the solar panels or solar system. Seller shall use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).

F. WATER CONSERVING PLUMBING DEVICES: Civil Code § 1101.5 requires all multi-family residential and commercial real property be equipped with water-conserving plumbing devices. Seller shall, within the time specified in **paragraph 3N(1)**, disclose in writing whether the property includes any noncompliant plumbing fixtures. Seller may use C.A.R. Form SPQ or ESD. See C.A.R. Form WCMD for more information.

G. SURVEY, PLANS, AND ENGINEERING DOCUMENTS: Seller, within the time specified in **paragraph 3N(1)**, shall provide to Buyer, Copies of surveys, plans, specifications, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.

H. PERMITS: Seller, within the time specified in **paragraph 3N(1)**, shall provide to Buyer, if in Seller's possession, copies of all permits and approvals, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.

I. STRUCTURAL MODIFICATIONS: Seller, within the time specified in **paragraph 3N(1)**, shall in writing disclose to Buyer, known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.

J. GOVERNMENTAL COMPLIANCE: Within the time specified in **paragraph 3N(1)**,

- (1) Seller shall disclose to Buyer any improvements, additions, alterations, or repairs to the Property made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals
- (2) Seller shall disclose to Buyer if Seller has actual knowledge of any notice of violations of Law filed or issued against the Property.

K. VIOLATION NOTICES: Within the time specified in **paragraph 3N(1)**, Seller shall disclose any notice of violations of any Law filed or issued against the Property and actually known to Seller

L. BALCONIES, EXTERIOR STAIRWAYS AND OTHER ELEVATED ELEMENTS: For properties with any building containing 3 or more dwelling units with elevated balconies, stairways or other elements, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer the Wooden Balcony and Stairs Addendum (C.A.R. Form WBSA) and comply with its terms.

M. KNOWN MATERIAL FACTS: Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact insurer to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

N. COMMERCIAL SELLER PROPERTY QUESTIONNAIRE: Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Commercial Seller Property Questionnaire (C.A.R. Form CSPQ).

O. SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**

12. TENANCY RELATED DISCLOSURES: Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:

A. RENTAL/SERVICE AGREEMENTS: (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.

B. INCOME AND EXPENSE STATEMENTS: If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.

C. TENANT ESTOPPEL CERTIFICATES: If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.

D. SELLER REPRESENTATIONS: Unless otherwise disclosed under **paragraph 11**, **paragraph 12**, or under any disclosure Delivered to Buyer:

- (1) Seller represents that Seller has no actual knowledge that any tenant(s): (i) has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; (ii) has any unsatisfied mechanics or materialman lien(s) affecting the Property; and (iii) is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.

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Buyer's Initials

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Seller's Initials

Initial
KS**COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (CPA PAGE 8 OF 17)**Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

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- (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
- (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.

13. CHANGES DURING ESCROW:

- A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B**: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify, or extend any service contract(s); or (iv) change the status of the condition of the Property.
- B. (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change.
(2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.

14. SECURITY DEPOSITS AND UNEARNED RENT: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, and all prepaid but unearned rents, if any, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant regarding the security deposit, in compliance with the California Civil Code.**15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

- A. Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B. Buyer Investigations include, but are not limited to:
 - (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - (A) A general inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.
 - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
 - (D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(3)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
 - (2) Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations do not include, among other things, an assessment of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Investigation Advisory (C.A.R. Form BIA) for more.
- C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal.
- E. **Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

16. TITLE AND VESTING:

- A. Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(9)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C. Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
- D. Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- E. If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.

- F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
- 17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR-B, CR-S or CC).
- A. SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in paragraphs 9B(6), 9B(8), 10, 11A, 11C-N, 12, 16A, 16D, and 36.
- B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
- (1) Buyer has the time specified in paragraph 3 to perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to paragraph 9B(6), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.
 - (2) Buyer may, within the time specified in paragraph 3L(3), request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
 - (3) Buyer shall, by the end of the times specified in paragraph 3L (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR-B or CC). Buyer is advised not to remove contingencies related to review of documents until after the documents have been Delivered. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.
 - (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 3L and before Seller cancels, if at all, pursuant to paragraph 17C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 17C(1).
- C. SELLER RIGHT TO CANCEL:**
- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
 - (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3D(1) or 3D(2) or if the funds deposited pursuant to paragraph 3D(1) or 3D(2) are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by paragraph 5C(3); (iii) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 5B or 6A; (iv) Deliver a letter as required by paragraph 6B; (v) In writing assume or accept leases or liens specified in paragraph 8H; (vi) Cooperate with the title company's effort to comply with the GTO as required by paragraph 16E; (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraph 5A(2) and 37; (viii) Provide evidence of authority to Sign in a representative capacity as specified in paragraph 36; or (ix) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
 - (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
- D. BUYER RIGHT TO CANCEL:**
- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
 - (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in paragraph 3N(1) or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
 - (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in paragraph 8, or Otherwise Agreed, so long as that contingency has not already been removed in writing.
- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 17, except for Close of Escrow which shall be Delivered under the terms of paragraph 17G, whether or not the Scheduled Performance Day falls on a Saturday, or Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void. However, if the notice is for multiple items, the notice shall be valid for all contingencies and contractual actions for which the Delivery of the notice is within the time permitted in the Agreement and void as to the others. Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

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F. EFFECT OF REMOVAL OF CONTINGENCIES:

(1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

(2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.

G. DEMAND TO CLOSE ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.

H. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**

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

19. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. **TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.

21. BROKERS AND AGENTS:

A. COMPENSATION: Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker (see **paragraph 3G(3)**), Seller shall be entitled to a copy of the portion of the written compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.

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

C. BROKERAGE: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.

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Buyer's Initials

JB

Seller's Initial

Initial
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City of Seaside

22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2) (A), 10B(3), 10B(4)(B), 11A, 11D(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 35, 36, 40, and 41. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.**
- B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 8, 10, 11, or elsewhere in this Agreement.**
- C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 11A, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11A.**
- D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to paragraph 21A. If a Copy of the separate compensation agreement(s) is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Escrow Holder shall provide to Buyer and Seller, either jointly or separately, a closing statement or other written documentation showing the amount of compensation paid to, respectively, Buyer's Broker and Seller's Broker. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 21A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.**
- E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.**
- F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraph 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.**
- G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.**
- 23. SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- 25. ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 38A.
- 26. ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in paragraph 6B. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in paragraph 3K, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
- 27. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.

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Buyer's Initials

JB

Seller's Initials

Initial
KS**COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (CPA PAGE 12 OF 17)**Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

City of Seaside

- 28. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.
- 29. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 30. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 31. COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 32. DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
 - C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
 - D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
 - F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
 - G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
 - H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
 - I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1 and any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder are open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
 - J. **"Day" or "Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
 - K. **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the inbox for the applicable Party or Authorized Agent; or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section, unless Otherwise Agreed in C.A.R. Form DEDA. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party (C.A.R. Form DEDA). Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
 - L. **"Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agreed to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - M. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 40** or **paragraph 41**.



O. "Otherwise Agreed" means an agreement in writing, signed by both Parties and Delivered to each.

P. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.

Q. "Sign" or "Signed" means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

33. FAIR APPRAISAL ACT NOTICE:

A. Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

B. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.brea.ca.gov/complaint/> or call (916) 552-9000 for further information on how to file a complaint.

34. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.

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

36. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in paragraph 40 or 41 appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, within as specified in paragraph 3N(5), evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

37. LIQUIDATED DAMAGES:

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A. Initial M DID).

Buyer's Initials JB / _____

Seller's Initials KS / _____

38. MEDIATION:

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

B. **ADDITIONAL MEDIATION TERMS:** (i) Exclusions from this mediation agreement are specified in paragraph 39B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 39C; and (iii) Agent's rights and obligations are further specified in paragraph 39D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.



39. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing, makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. **AGENTS:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. **"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**
- "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Buyer's Initials JB / _____Seller's Initials KS / _____**40. OFFER**

- A. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**
- B. ☐ **ENTITY BUYERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
 - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 36** for additional terms.
 - (3) The name(s) of the Legally Authorized Signer(s) is/are: _____
 - (4) A. If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
 - B. If Property is sold under the jurisdiction of a probate court, identify Buyer as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
 - (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____

- C. The CPA has 17 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S)

(Signature) By, Jose Bazua Date: 11/27/2024

Printed name of BUYER: City Of Seaside Municipal Corp

☒ Printed Name of Legally Authorized Signer: Jose Bazua Title, if applicable, City Manager

(Signature) By, _____ Date: _____

Printed name of BUYER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

- ☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

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Buyer's Initials JB / _____Seller's Initials KS / _____**COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (C.A.R. Form 15 OF 17)**Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

City of Seaside



41. ACCEPTANCE

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

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.

Seller shall return and include the entire agreement with any response.

☐ **Seller Counter Offer** (C.A.R. Form SCO or SMCO)

☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)

- B. ☐ ENTITY SELLERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 36** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: _____
- (4) A. If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- B. If Property is sold under the jurisdiction of a probate court, identify Seller as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____

- C.** The CPA has 17 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S)

Signed by:

(Signature) By, Kazumi Shido Date: 11/28/2024

Printed name of SELLER: 2331375252AB40B...

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

- ☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____ / _____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials



REAL ESTATE BROKERS SECTION:

1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
4. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm **Paramount Properties** DRE Lic. # **01220386**
 By Angela Iglesias DRE Lic. # **02066522** Date **11/27/2024**
 By 62B54ADAF536465... DRE Lic. # _____ Date _____
 Address **888 Munras Ave Suite 200** City **Monterey** State **CA** Zip **93940**
 Email **angela@paramountpropertiesmry.com** Phone # **(831)521-1889**
☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.
Designated Electronic Delivery Address(es): Email above or
☐ Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

B. Seller's **Int Properties** DRE Lic. # **01220386**
 By Angela Iglesias DRE Lic. # **02066522** Date **11/27/2024**
 By 62B54ADAF536465... DRE Lic. # _____ Date _____
 Address **888 Munras Avenue, Suite 200** City **Seaside** State **CA** Zip **93940**
 Email **angela@paramountpropertiesmry.com** Phone # **(831)521-1889**
☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.
Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent): Email above or
☐ Attached DEDA: If Parties elect to have an alternative Delivery method, such method may be indicated on C.A.R. Form DEDA.

Buyer's Initials

JB

Seller's Initials

KS**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 22** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Financial Protection, ☐ Department of Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: al / _____ Seller's Brokerage Firm presented this offer to Seller on **11/27/2024** (date).

Broker or Designee Initials

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COMMERCIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (CPA PAGE 17 OF 17)

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City of Seaside





Preferred Escrow

COMPANY NAME

Chicago Title Company

ESCROW NUMBER

5212300653 -JG

ESCROW OFFICER

Joanna Gilman

PHONE

(831) 424-8011

EMAIL

Joanna.gilman@ctt.com

Documents

1.	DISCLOSURE INFORMATION ADVISORY	3 pages
2.	PARAMOUNT ADVISORY	2 pages
3.	SELLER'S AFFIDAVIT	2 pages
4.	AGENT VISUAL INSPECTION #A	4 pages
5.	AGENT VISUAL INSPECTION #B	4 pages
6.	AGENT VISUAL INSPECTION #C	4 pages
7.	AGENT VISUAL INSPECTION #D	4 pages
8.	AGENT VISUAL INSPECTION #E	4 pages
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10.	COMMERCIAL PROPERTY EARTHQUAKE RISK DISCLOSURE	6 pages
11.	MARKET CONDITIONS ADVISORY	2 pages
12.	LEAD BASED PAINT HAZARDS DISCLOSURE	2 pages
13.	SQUARE FOOTAGE & LOT SIZE DISCLOSURE & ADVISORY	4 pages
14.	WATER HEATER & SMOKE ALARM STATEMENT OF COMPLIANCE	1 page
15.	HAZARDS BOOKLET RECEIPT - Commercial	1 page
16.	WATER CONSERVATION CERTIFICATION	2 pages
17.	WATER-CONSERVING PLUMBING FIXTURES	1 page
18.	MONTEREY COUNTY SUPPLEMENTAL DISCLOSURE	6 pages
19.	STATEWIDE BUYER AND SELLER ADVISORY	15 pages
20.	BUYER'S INSPECTION WAIVER	1 page
21.	BUYER'S INVESTIGATION ELECTIONS	1 page
22.	NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL	1 page
23.	PROPERTY VISIT AND OPEN HOUSE ADVISORY	1 page

24.	- Preliminary Report & Map 10-21-24	23 pages
25.	- NHD Report	33 pages
26.	- Commercial Property Hazards Booklet	39 pages
27.	Rent roll 1599	1 page
28.	Rent roll 1591	1 page
29.	- Income Statement 1591	1 page
30.	- Income Statement 1599	1 page
31.	- Real Property Disclosure Report Findings 8-01-24	3 pages
32.	- RLS Inc Survey Invoice #12229	2 pages
33.	- RLS, Proposal & Work Authorization	2 pages
34.	- Unauthorized Encroachment 8-23-24	10 pages
35.	- 37 SURV 12_2023-044 Shido map	1 page
36.	- Greenwaste - bin placement email	1 page

Signatures

BUYER

DATE

BUYER

DATE

AGENT

DATE

AGENT

DATE



DISCLOSURE INFORMATION ADVISORY

(FOR SELLERS)

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

1. **INTRODUCTION:** All sellers in California are required to provide various disclosures in real property transactions. Among the disclosure requirements, sellers have an affirmative duty to disclose to buyers all material conditions, defects and/or issues known to them that might impact the value or desirability of the Property. Failing to provide those disclosures may lead to a claim or a lawsuit against you which can be very costly and time consuming. As a seller, you may be required to fill out one or more of the following: Real Estate Transfer Disclosure Statement ("TDS"); Seller Property Questionnaire ("SPQ"); Exempt Seller Disclosure ("ESD"). (Collectively, or individually, "Disclosure Forms"). Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **PREPARING TO COMPLETE YOUR DISCLOSURE OBLIGATIONS:**
 - A. Read and carefully review all questions in the Disclosure Form(s) to make sure that you understand the full extent of the information that is being requested in each question.
 - B. While a seller does not have the duty to investigate or discover unknown issues, you may have been given disclosures either from the previous owner at the time of purchase or from a previous buyer who cancelled. Information about the Property may have been revealed if you may have posted or recorded information and material facts about the Property online (social media, blogs, personal websites, Facebook, advertisements, etc.) or received documents or correspondence from an Homeowners' Association ("HOA").
 - C. Use any known and available documentation to refresh your memory of past and current issues, condition and/or problems and then provide a copy of that paperwork with your fully completed Disclosure Forms. A seller does not have to find lost documents or to speculate about what was in the documents that they cannot remember, but if the documents are known and available to you, they should be used to assist you in completing the Disclosures forms.
 - D. Allow plenty of time to fully complete the Disclosure Forms.
 - E. Your knowledge may be based upon what you have been told orally (e.g., in a conversation with a neighbor) or received in writing (such as a repair estimate, report, invoice, an appraisal, or sources as informal as neighborhood or HOA newsletters). Keep in mind that if a neighbor told you something, they are likely to tell the new owner the same information after the transaction.
 - F. If you are unsure about whether something is important enough to be disclosed, you should probably disclose it. If you don't want to disclose a piece of information about the Property, think about your reasoning for why you do not want to disclose this information. If the answer is because you think a buyer will not want to buy the Property or will want to purchase at a lower price, that is exactly the reason why the fact ought to be disclosed; it materially affects the value or desirability of the Property.
3. **INSTRUCTIONS FOR COMPLETING ALL DISCLOSURE FORMS:**
 - A. **DO NOT** leave any questions blank or unanswered unless the section is not applicable. Answer all questions and provide all documents, information and explanations to every "Yes" response in the blank lines or in an addendum to the Disclosure Form.
 - B. Many questions on the Disclosure Forms ask if you "are aware" of a particular condition, fact or item. If you do not know the answer to any question, then you are "not aware" and should answer that question "No."
 - C. The Disclosure Forms are designed to get sellers to provide buyers with as much information as possible, and thus many of the questions on these forms may list multiple issues, conditions or problems and/or have subparts. It is important to address each aspect of each question and provide precise details so that Buyers will understand the "who, what, where, when and how."
 - D. The Disclosure Forms are written using very broad language. You should not limit the information, documents, and/or explanations that you provide Buyers.
 - E. Be specific and provide facts for each response; you should not let subjective beliefs limit, qualify or downplay your disclosures. Avoid words such as "never," "minor," "insignificant," "small" or "infrequent" as these terms may reflect your opinion but that opinion may not be shared by Buyers, professionals or others. Do not speculate as to what you guess the issue is, or assume something is true without actual knowledge. State your disclosures only to the extent of what you actually know.
 - F. Consider all issues, conditions or problems that impact your Property, even those that are not necessarily on your Property but are related to a neighbor's property (such as shared fences, lot-line debates) or exist in the neighborhood (such as noise, smells, disputes with neighbors, or other nuisances).

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DIA REVISED 6/23 (PAGE 1 OF 3)



DISCLOSURE INFORMATION ADVISORY (DIA PAGE 1 OF 3)

Paramount Properties, 888 Munras Ave., Ste 200 Monterey CA 93940
Angela Iglesias

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 8313726050

Fax: 8313720468

www.lwolf.com

1591 Del Monte

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

4. COMPLETING SPECIFIC TYPES OF DISCLOSURE DOCUMENTS:

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

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

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

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

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

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

SELLER PROPERTY QUESTIONNAIRE

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



EXEMPT SELLER DISCLOSURE ("ESD")

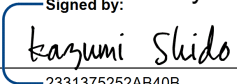
Some sellers of real property may be legally exempt from completing the TDS. For example, probate and bankruptcy court sales and sales by governmental entities are exempt from the obligation to provide a TDS. Some property that is owned by a trust which has trustee(s) acting in the capacity of a seller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

5. FINAL RECOMMENDATIONS:

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

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

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this Advisory.

Seller  Date 10/31/2024
Kazumi Shido 2331375252AB40B...

Seller _____ Date _____

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DISCLOSURE INFORMATION ADVISORY (DIA PAGE 3 OF 3)

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1591 Del Monte



MOLD DISCLOSURE

There has been a great deal of publicity regarding the existence of toxic and non-toxic mold in homes, apartments and commercial buildings. Current information indicates that some types of mold may cause severe health problems for certain individuals.

Not all molds detectable by visual inspection by a Broker/Agent or even a professional whole house inspector. It is also possible that the property could have been hidden mold problem that the seller is not aware of.

The only way to provide any reasonable assurance that the property does not have a mold or other health hazard problem, is to retain the services of an environment expert who will be conduct specific test. Normally, these tests will consist of any interior examination for airborne spores and a carpet test but other procedures may be necessary. Any visible mold should be professionally evaluated. Broker/Agent advises that every buyer should consider having a specific mold test performed by an environmental professional as either separate test or an add-on to his or her whole house inspection. This especially necessary if any of the inspection reports or disclosure documents indicate that there is evidence of past or present moisture, standing water or water intrusion at the property since most molds thrive on moisture.

All inspections, including those to detect mold, should be completed within the inspection period established in the purchase contract. Any waiver or failure on the part of the buyer to complete and obtain all appropriate test, including those for mold, is against the advice of Broker/Agent.

SQUARE FOOTAGE DISCLOSURE

The square footage in the Multiple Listing Service is an approximate figure and this property has not been measured for accurate square footage by the Seller, Listing Agent or Selling Agent. If Buyer has made his decision to purchase this property based upon the square footage, Buyer is advised to satisfy him/herself as to the accurate square footage of this property. Buyer is advised should the square footage differ more or less than is stated by the Seller or Seller's Agent, or Selling Agent regarding the square footage is only approximation of the actual figure.

Buyers Initials X _____ X _____

Paramount Properties Management ~ HOA Management ~ Real Estate CaBRE#01240618

INSURANCE ADVISORY

All lines of insurance products have experienced losses in the last few years. Realtor have seen dramatic changes occur in homeowner insurance programs recently. Premiums are not only increasing some insurance companies are bot writing new business at all. In some cases, insurance companies are turning down properties with a recent claim history. Even the number, size and frequency of insurance claims made by prospective buyer might be viewed by an insurance carrier as a reason for denying insurance coverage on a home purchase.

Buyers are advised that lenders usually require homeowner's insurance to be in place before funding a loan; however, some lenders may fund a loan on the strength of the insurance company's "binder" and this usually an unenforceable commitment to insure. Unfortunately, the carrier can reject the coverage and refuse to cover the property if adverse information surfaces during the final days on a timely after close of escrow. Insurance after the close of escrow, if available at all, may be VERY expensive and difficult to obtain on a timely basis. Therefore, Buyer is advised to contact a reputable insurance broker early in the contingency period of a sale transaction to make a determination of the availability of insurance coverage on the subject property.

Know the past insurance claims on a property can be important part of a buyer's investigation and decision to purchase the property. A Comprehensive Loss Underwriting Exchange report (C.L.U.E.) will provide that information. LexisNexis, the aggregator of the C.L.U.E. report information, is offering homeowners reports for around \$20. Only the homeowner can request this report. The present homeowner should be able to get a free report from their present home insurance company.

Property: 1591 Del Monte Blvd, Seaside , CA 93955

Date: _____

Buyer: _____

Buyer: _____

**SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA)**

(Use a separate form for each Transferor)
(C.A.R. Form AS, Revised 12/21)

1. GENERAL INFORMATION REGARDING FIRPTA AND SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS:

Internal Revenue Code ("IRC") § 1445 provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a "foreign person." In order to avoid withholding, IRC § 1445 (b) requires that the Seller (a) provides an affidavit to the Buyer with the Seller's taxpayer identification number ("TIN"), or (b) provides a proper affidavit, (such as this form) including Seller's TIN, to a "qualified substitute" who furnishes a statement to the Buyer under penalty of perjury that the qualified substitute has such affidavit in their possession. A qualified substitute may be (i) an attorney, title company, or escrow company responsible for closing the transaction, or (ii) the Buyer's agent (but not the Seller's agent).

2. SELLER'S INFORMATION:1591 Del Monte Blvd**A. PROPERTY ADDRESS** (property being transferred): Seaside, CA 93955 ("Property")**B. TRANSFEROR'S NAME:** Kazumi Shido ("Transferor")**C. AUTHORITY TO SIGN:** If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.**3. EXEMPTION CLAIMED:** I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law (FIRPTA):**A.** ☒ (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.**B.** ☐ (For corporation, partnership, limited liability company, trust, and estate transferor) The transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.**4. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:****A. TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA**

(1) A Qualified Substitute shall be used in this transaction to satisfy the requirements under Internal Revenue Code § 1445. Seller shall provide a completed affidavit to the Qualified Substitute, who will furnish a statement (C.A.R. Form QS) to the Buyer stating, under penalty of perjury that the Qualified Substitute (i) has the Seller's affidavit; (ii) the affidavit is complete; and (iii) the Seller states in the affidavit that no withholding is required because an exemption is claimed.

(2) Qualified Substitute may require Seller to complete and provide to Qualified Substitute the information in paragraph 5. If so, that information should be completed after this form is provided to Buyer. Qualified Substitute and Seller's Broker shall NOT provide the information in paragraph 5 to Buyer.

B. ☐ **TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER:** If this paragraph is checked, Seller shall complete the information in 5 below and provide a completed form to Buyer.**5. SELLER INFORMATION (NOTE: DO NOT PROVIDE THE INFORMATION IN 5 BELOW TO BUYER UNLESS 4B IS CHECKED)****A.** Social Security No., or Federal Employer Identification No. (TIN) _____**B.** Address _____
(Use HOME address for individual transferors. Use OFFICE address for an "Entity" i.e.: corporations, partnerships, limited liability companies, trusts, and estates.)**C.** Telephone Number _____**6. CALIFORNIA WITHHOLDING:** Seller agrees to provide escrow with necessary information to comply with California Withholding Law, Revenue and Taxation Code, § 18662

I understand that this affidavit may be disclosed to the Internal Revenue Service by the transferee, and that any false statement I have made herein may result in a fine, imprisonment or both.

By Kazumi Shido Date 10/31/2024

(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust).

Kazumi Shido

Typed or printed name

Title (If signed on behalf of Entity Transferor)

Buyer's unauthorized use of disclosure of Seller's TIN could result in civil or criminal liability.

Buyer _____ City of Seaside Municipal Corp. Date _____

(Buyer acknowledges receipt of a Copy of this Seller's Affidavit).

Buyer _____ Date _____

(Buyer acknowledges receipt of a Copy of this Seller's Affidavit).

IMPORTANT NOTICE: An Affidavit should be signed by each individual or entity Transferor to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to you or to a particular transaction, or about the definition of any of the terms used, should be referred to a qualified California real estate attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board.

**SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 1 OF 2)**

For further information on federal guidelines, see C.A.R. Legal Q & A "*Federal Withholding: The Foreign Investment in Real Property Tax Act*," and/or IRS Publication 515 or 519. For further information on state guidelines, see C.A.R. Legal Q & A "*California Nonresident Withholding*," and/or California FTB Pub. 1016.

FEDERAL GUIDELINES

FOREIGN PERSONS DEFINED. The following general information is provided to assist sellers in determining whether they are "foreign persons" for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC §1445. FIRPTA requires a buyer to withhold and send to the IRS 15% of the gross sales price of a United States (U.S.) real property interest if the seller is a foreign person. Certain restrictions and limitations apply. No withholding is required for a seller who is a U.S. person (that is, not a foreign person). In order for an individual to be a U.S. person, he/she must be either a U.S. citizen or a U.S. resident alien. The test must be applied separately to each seller in transactions involving more than one seller. Even if the seller is a foreign person, withholding will not be required in every circumstance.

NONRESIDENT ALIEN INDIVIDUAL. An individual whose residence is not within the U.S. and who is not a U.S. citizen is a nonresident alien. The term includes a nonresident alien fiduciary. An alien actually present in the U.S. who is not just staying temporarily (i.e., not a mere transient or sojourner), is a U.S. resident for income tax purposes. An alien is considered a U.S. resident and not subject to withholding under FIRPTA if the alien meets either the **green card test** or the **substantial presence test** for the calendar year.

GREEN CARD TEST. An alien is a U.S. resident if the individual was a lawful permanent resident of the U.S. at any time during the calendar year. This is known as the "green card test."

SUBSTANTIAL PRESENCE TEST. An alien is considered a U.S. resident if the individual meets the substantial presence test for the calendar year. Under this test, the individual must be physically present in the U.S. on at least: (1) 31 days during the current calendar year; and (2) 183 days during the current year and the two preceding years, counting all the days of physical presence in the current year but only 1/3 the number of days present in the first preceding year, and 1/6 the number of days present in the second preceding year.

DAYS OF PRESENCE IN THE U.S. TEST. Generally, a person is treated as physically present in the country at any time during the day. However, if a person regularly commutes to work in the U.S. from a residence in Canada or Mexico or is in transit between two points outside the U.S. and is physically present in the country for less than 24 hours, he/she is not treated as present in the U.S. on any day during the transit or commute. In addition, the individual is not treated as present in the U.S. on any day during which he/she is unable to leave the U.S. because of a medical condition which arose while in the U.S.

EXEMPT INDIVIDUAL. For the substantial presence test, do not count days for which a person is an exempt individual. An exempt individual is anyone in the following categories:

- 1) An individual temporarily present in the U.S. because of (a) full-time diplomatic or consular status, (b) full-time employment with an international organization or (c) an immediate family member of a person described in (a) or (b).
- 2) A teacher or trainee temporarily present in the U.S. under a "J" visa (other than as a student) who substantially complies with the requirements of the visa. An individual will not be exempt under this category for a calendar year if he/she was exempt as a teacher or trainee or as a student for any two calendar years during the preceding six calendar years.
- 3) A student temporarily present in the U.S. under an "F" or "J" visa who substantially complies with the requirements of the visa. Generally, a person will not be exempt as a student for any calendar year after the fifth calendar year for which he/she was exempt as a student, teacher or trainee. However, the individual may continue to be exempt as a student beyond the fifth year if he/she is in compliance with the terms of the student visa and does not intend to permanently reside in the U.S.

CLOSER CONNECTION TO A FOREIGN COUNTRY. Even if an individual would otherwise meet the substantial presence test, that person is not treated as meeting the test for the current calendar year if he/she:

- 1) Is present in the U.S. on fewer than 183 days during the current year, and has a tax home in a foreign country and has a closer connection to that country than to the U.S.
- 2) **SPECIAL RULES.** It is possible to be both a nonresident alien and a resident alien during the same tax year. Usually this occurs for the year a person arrives in or departs from the U.S. Other special provisions apply to individuals who were U.S. residents for at least three years, cease to be U.S. residents, and then become U.S. residents again.

NONRESIDENT ALIEN INDIVIDUALS MARRIED TO U.S. CITIZENS OR RESIDENT ALIENS may choose to be treated as resident aliens for most income tax purposes. However, these individuals are considered **nonresidents** for purposes of withholding taxes.

A FOREIGN PERSON OR PARTNERSHIP is one that does not fit the definition of a domestic corporation or partnership. A domestic corporation or partnership is one that was created or organized in the U.S., or under the laws of the U.S., or of any U.S. state or territory.

GUAM AND U.S. VIRGIN ISLANDS CORPORATIONS. A corporation created or organized in or under the laws of Guam or the U.S. Virgin Islands is not considered a foreign corporation for the purpose of withholding tax for the tax year if:

- 1) at all times during the tax year, less than 25% in value of the corporation's stock is owned, directly or indirectly, by foreign persons, and
- 2) at least 20% of the corporation's gross income is derived from sources within Guam or at least 65% of the corporation's income is effectively connected with the conduct of a trade or business in the U.S. Virgin Islands or the U.S. for the 3-year period ending with the close of the preceding tax year of the corporation, or the period the corporation has been in existence if less.

A NONRESIDENT ALIEN TRUSTEE, ADMINISTRATOR OR EXECUTOR of a trust or an estate is treated as a nonresident alien, even though all the beneficiaries of the trust or estate are citizens or residents of the U.S.

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525 South Virgil Avenue, Los Angeles, California 90020

Buyer's Initials _____ / _____

Seller Initials LS / _____



AS REVISED 12/21 (PAGE 2 OF 2)

SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 2 OF 2)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

1591 Del Monte



CALIFORNIA
ASSOCIATION
OF REALTORS®

AGENT VISUAL INSPECTION DISCLOSURE

(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)

For use by an agent when a transfer disclosure statement is
required or when a seller is exempt from completing a TDS
(C.A.R. Form AVID, Revised 6/24)

This inspection disclosure concerns the residential property situated in the City of Seaside,
County of Monterey, State of California, described as 1599 Del Monte Blvd
("Property").

☒ This Property is a duplex, triplex, or fourplex. An AVID is required for all units. This AVID form is for ALL units (or ☐ only unit(s) A).

Inspection Performed By (Real Estate Broker Firm Name)

Paramount Properties

California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent **visual** inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

California law does not require the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
- Areas off site of the property
- Public records or permits
- Common areas of planned developments, condominiums, stock cooperatives and the like.

Agent Inspection Limitations: Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty.

Roof and Attic: Agent will not climb onto a roof or into an attic.

Interior: Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

Exterior: Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

Appliances and Systems: Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

Size of Property or Improvements: Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

Environmental Hazards: Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

Off-Property Conditions: By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

Analysis of Agent Disclosures: For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

What this means to you: An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, **BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.**

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AVID REVISED 6/24 (PAGE 1 OF 3)

Buyer's Initials _____ / _____



AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

Paramount Properties, 888 Munras Ave., Ste 200 Monterey CA 93940
Angela Iglesias

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 8313726050

Fax: 8313720468

www.lwolf.com

Kazumi Shido

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # A .

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

Entry (excluding common areas): Deferred maintenance throughout, light fixture, and mailbox are broken.

Living Room: ***Due to years of deferred maintenance buyer should have the unit fully asses by a trade specialist. The carpet has stains throughout, tenant's belongings are everywhere.

Dining Room: N/A

Kitchen: Deferred maintenance throughout, range hood rusty old, cabinets stains and marks.

Other Room:

Hall/Stairs (excluding common areas): The carpet has damage throughout, delaminated, and stains

Bedroom # 1 : Deferred maintenance throughout tenant's personal belongings everywhere, unit occupied. Carpet stains throughout, and delaminated.

Bedroom # _____ :

Bedroom # _____ :

Bedroom # _____ :

Bath # 1 : There has been deferred maintenance throughout. The window is cracked, and the wall by the sink is damaged and stained. Tenant's personal belongings are everywhere.

Bath # _____ :

Bath # _____ :

Bath # _____ :



If this Property is a duplex, triplex, or fourplex, this AVID is for unit # A .

Other:

Other:

1599- Deferred maintenance throughout, storage room with washer and dryer. Shelves and counter space on walls, hole next to water heater sheetrock. The interior lights are not working.

Other:

☐ See Addendum for additional rooms/structures:

Garage/Parking (excluding common areas): No designated parking for the unit, tenant parking is on a first-come first-served basis for all tenants at 1591-1599 Del Monte Blvd.

Exterior Building and Yard - Front/Sides/Back: See Text Overflow Addendum (C.A.R. Form TOA) paragraph 1

Other Observed or Known Conditions Not Specified Above: Unauthorized encroachment behind the units includes back parking spaces, please see the Memorandum from the City or Seaside Building Department.

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Name of Firm that performed the inspection): Paramount Properties

Inspection Performed By (Name of individual agent or broker): Angela Iglesias

Inspection Date/Time: 10/28/2024 10am Weather conditions: Sunny

Other persons present:

Signed by:



By Angela Iglesias Date 11/7/2024

(Signature of Associate Licensee or Broker who performed the inspection)

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

Buyer _____ City of Seaside Municipal Corp. Date _____

Buyer _____ Date _____

I/we acknowledge that I/we have received a copy of this disclosure.

(The initials below and Broker signature are not required but can be used as evidence that the initialing or signing party has received the completed form.)

Seller LS / _____

Real Estate Broker (that did NOT fill out this AVID) _____

By _____ Date _____

(Associate Licensee or Broker Signature)

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AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 3 OF 3)

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Kazumi Shido

Packet Page 75





TEXT OVERFLOW ADDENDUM No. 1
(C.A.R. Form TOA, Revised 6/23)

This addendum is given in connection with the property known as 1599 Del Monte Blvd, Seaside, CA 93955 ("Property"),
in which City of Seaside Municipal Corp. is referred to as ("Buyer/Tenant")
and Kazumi Shido is referred to as ("Seller/Housing Provider").

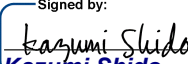
1) AVID, Exterior Building:

*****Due to years of deferred maintenance, buyer should use due diligence to determine the condition of 1591-1599 Del Monte Blvd, all units in and out. The listing broker and seller suggest buyer and buyers broker have all units fully asses by a trade specialist. UNITS ARE BEING SOLD AS IS CONDITION**

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Buyer/Tenant City of Seaside Municipal Corp. Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider 
Kazumi Shido Date 11/8/2024

Seller/Housing Provider _____ Date _____

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TOA REVISED 6/23 (PAGE 1 OF 1)



TEXT OVERFLOW ADDENDUM (TOA PAGE 1 OF 1)



CALIFORNIA
ASSOCIATION
OF REALTORS®

AGENT VISUAL INSPECTION DISCLOSURE

(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)

For use by an agent when a transfer disclosure statement is
required or when a seller is exempt from completing a TDS
(C.A.R. Form AVID, Revised 6/24)

This inspection disclosure concerns the residential property situated in the City of Seaside,
County of Monterey, State of California, described as 1599 Del Monte Blvd
("Property").

☒ This Property is a duplex, triplex, or fourplex. An AVID is required for all units. This AVID form is for ALL units (or ☐ only unit(s) B).

Inspection Performed By (Real Estate Broker Firm Name) Paramount Properties
California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent **visual** inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

California law does not require the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
- Areas off site of the property
- Public records or permits
- Common areas of planned developments, condominiums, stock cooperatives and the like.

Agent Inspection Limitations: Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty.

Roof and Attic: Agent will not climb onto a roof or into an attic.

Interior: Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

Exterior: Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

Appliances and Systems: Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

Size of Property or Improvements: Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

Environmental Hazards: Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

Off-Property Conditions: By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

Analysis of Agent Disclosures: For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

What this means to you: An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, **BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.**

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AVID REVISED 6/24 (PAGE 1 OF 3)

Buyer's Initials _____ / _____



AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

Paramount Properties, 888 Munras Ave., Ste 200 Monterey CA 93940
Angela Iglesias

Phone: 8313726050
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: 8313720468
www.lwolf.com

Kazumi Shido

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # B .

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

Entry (excluding common areas): Deferred maintenance throughout, cables everywhere, the light fixture is broken, the window and screen are damaged

Living Room: ***Due to years of deferred maintenance buyer should have the home fully asses by a trade specialist. The carpet has stains and delaminating, and unit-occupied, the tenant's personal belongings are everywhere.

Dining Room: N/A

Kitchen: Deferred maintenance throughout, lots of wear and tear on cabinets, and a lot of caulking around the sink.

Other Room: _____

Hall/Stairs (excluding common areas): The thermostat cover is missing, hole in the ceiling, the heater is dirty, and old, marks on walls. Carbon monoxide missing,

Bedroom # 1 : Smoke detector is missing, the unit is occupied, tenant has a lot of personal belongings everywhere. Carpet is old, stained, and delaminating.

Bedroom # : _____

Bedroom # : _____

Bedroom # : _____

Bath # 1 : There has been deferred maintenance throughout. The light fixture is damaged, and the light is coming off. There is also lots of wear and tear, and the tenant has a lot of personal belongings everywhere.

Bath # : _____

Bath # : _____

Bath # : _____



If this Property is a duplex, triplex, or fourplex, this AVID is for unit # B.

Other:

Other:

1599 -Storage room with washer and dryer. Shelves and counter space on walls, hole next to water heater sheetrock. The interior lights are not working.

Other:

☐ See Addendum for additional rooms/structures:

Garage/Parking (excluding common areas): No designated parking for the unit, tenant parking is on a first-come first-served basis for all tenants at 1591-1599 Del Monte Blvd.

Exterior Building and Yard - Front/Sides/Back: See Text Overflow Addendum (C.A.R. Form TOA) paragraph 1

Other Observed or Known Conditions Not Specified Above: Unauthorized encroachment behind the units includes back parking spaces, please see the Memorandum from the City or Seaside Building Department.

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Name of Firm that performed the inspection): Paramount Properties

Inspection Performed By (Name of individual agent or broker): Angela Iglesias

Inspection Date/Time: 10/28/2024 10:00am Weather conditions: Sunny

Other persons present:

By Angela Iglesias Signed by: Angela Iglesias Date 11/7/2024
(Signature of Associate Licensee or Broker who performed the inspection)

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

Buyer _____ City of Seaside Municipal Corp. Date _____
Buyer _____ Date _____

I/we acknowledge that I/we have received a copy of this disclosure.

(The initials below and Broker signature are not required but can be used as evidence that the initialing or signing party has received the completed form.)

Seller LS / _____

Real Estate Broker (that did NOT fill out this AVID) _____

By _____ Date _____
(Associate Licensee or Broker Signature)

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AVID REVISED 6/24 (PAGE 3 OF 3)

AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 3 OF 3)

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Kazumi Shido

Packet Page 79





TEXT OVERFLOW ADDENDUM No. 1
(C.A.R. Form TOA, Revised 6/23)

This addendum is given in connection with the property known as 1599 Del Monte Blvd, Seaside, CA 93955 ("Property"),
in which City of Seaside Municipal Corp. is referred to as ("Buyer/Tenant")
and Kazumi Shido is referred to as ("Seller/Housing Provider").

1) AVID, Exterior Building:

*****Due to years of deferred maintenance, buyer should use due diligence to determine the condition of 1591-1599 Del Monte Blvd, all units in and out. The listing broker and seller suggest buyer and buyers broker have all units fully asses by a trade specialist. UNITS ARE BEING SOLD AS IS CONDITION**

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Buyer/Tenant _____ Date _____
City of Seaside Municipal Corp.

Buyer/Tenant _____ Date _____

Seller/Housing Provider Kazumi Shido Date 11/8/2024
Kazumi Shido

Seller/Housing Provider _____ Date _____

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TEXT OVERFLOW ADDENDUM (TOA PAGE 1 OF 1)



CALIFORNIA
ASSOCIATION
OF REALTORS®

AGENT VISUAL INSPECTION DISCLOSURE

(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)

For use by an agent when a transfer disclosure statement is
required or when a seller is exempt from completing a TDS
(C.A.R. Form AVID, Revised 6/24)

This inspection disclosure concerns the residential property situated in the City of Seaside,
County of Monterey, State of California, described as 1599 Del Monte Blvd
("Property").

☒ This Property is a duplex, triplex, or fourplex. An AVID is required for all units. This AVID form is for ALL units (or ☐ only unit(s) C).

Inspection Performed By (Real Estate Broker Firm Name)

Paramount Properties

California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent **visual** inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

California law does not require the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
- Areas off site of the property
- Public records or permits
- Common areas of planned developments, condominiums, stock cooperatives and the like.

Agent Inspection Limitations: Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty.

Roof and Attic: Agent will not climb onto a roof or into an attic.

Interior: Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

Exterior: Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

Appliances and Systems: Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

Size of Property or Improvements: Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

Environmental Hazards: Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

Off-Property Conditions: By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

Analysis of Agent Disclosures: For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

What this means to you: An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, **BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.**

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AVID REVISED 6/24 (PAGE 1 OF 3)

Buyer's Initials _____ / _____



AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

Paramount Properties, 888 Munras Ave., Ste 200 Monterey CA 93940
Angela Iglesias

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 8313726050

Fax: 8313720468

www.lwolf.com

Kazumi Shido

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # C .

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

Entry (excluding common areas): Deferred maintenance throughout

Living Room: See Text Overflow Addendum (C.A.R. Form TOA) paragraph 1

Dining Room:

Kitchen: See Text Overflow Addendum (C.A.R. Form TOA) paragraph 2

Other Room:

Hall/Stairs (excluding common areas):

Bedroom # :

Bedroom # :

Bedroom # :

Bedroom # :

Bath # 1 : Deferred maintenance throughout, walls, ceiling, and floor have black spots, discoloration, marks and is dirty. The window is broken black spot and is dirty. Stains on walls and floor.

Bath # :

Bath # :

Bath # :



If this Property is a duplex, triplex, or fourplex, this AVID is for unit # C.

Other:

Other:

Other:

1599- Storage room with washer and dryer. Shelves and counter space on walls, hole next to water heater sheetrock. The interior lights are not working.

☐ See Addendum for additional rooms/structures:

Garage/Parking (excluding common areas): No designated parking for the unit, tenant parking is on a first-come first-served basis for all tenants at 1591-1599 Del Monte Blvd.

Exterior Building and Yard - Front/Sides/Back: See Text Overflow Addendum (C.A.R. Form TOA) paragraph 3

Other Observed or Known Conditions Not Specified Above: Unauthorized encroachment behind the units includes back parking spaces, please see the Memorandum from the City or Seaside Building Department.

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Name of Firm that performed the inspection): Paramount Properties

Inspection Performed By (Name of individual agent or broker):

Inspection Date/Time: 10/28/2024 10:00am Weather conditions: Sunny

Other persons present:

Signed by: Angela Iglesias Date 11/7/2024

By (Signature of Associate Licensee or Broker who performed the inspection)

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

Buyer City of Seaside Municipal Corp. Date

Buyer Date

I/we acknowledge that I/we have received a copy of this disclosure.

(The initials below and Broker signature are not required but can be used as evidence that the initialing or signing party has received the completed form.)

Seller LS /

Real Estate Broker (that did NOT fill out this AVID)

By Date

(Associate Licensee or Broker Signature)

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AVID REVISED 6/24 (PAGE 3 OF 3)

AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 3 OF 3)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com

Kazumi Shido

Packet Page 83





TEXT OVERFLOW ADDENDUM No. 1
(C.A.R. Form TOA, Revised 6/23)

This addendum is given in connection with the property known as 1599 Del Monte Blvd, Seaside, CA 93955 ("Property"),
in which City of Seaside Municipal Corp. is referred to as ("Buyer/Tenant")
and Kazumi Shido is referred to as ("Seller/Housing Provider").

1) AVID, Living Room:

*****Due to years of deferred maintenance Buyer should have the home fully asses by a trade specialist. STUDIO, the unit is occupied, tenant's personal belongings are everywhere. The floor has marks and dents, ceiling spider webs, the window sill has black marks and stains, window is dirty and has black spots throughout, screen is damaged. The blinds are damaged and dirty.**

2) AVID, Kitchen:

Deferred maintenance throughout -Black spots on the corner ceiling and wall next to the stove is dirty, marks, stains, and discoloration. The wall underneath the countertop has black spots, and discoloration throughout. The kitchen walls have grease, dirt, and black spots. The countertop top is broken and yellow stains.

3) AVID, Exterior Building:

*****Due to years of deferred maintenance, buyer should use due diligence to determine the condition of 1591-1599 Del Monte Blvd, all units in and out. The listing broker and seller suggest buyer and buyers broker to have all units fully asses by a trade specialist. UNITS ARE BEING SOLD AS IS CONDITION**

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Buyer/Tenant _____ Date _____
City of Seaside Municipal Corp.

Buyer/Tenant _____ Date _____

Seller/Housing Provider Kazumi Shido Signed by: 1375252AB40B... Date 11/8/2024

Seller/Housing Provider _____ Date _____

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TOA REVISED 6/23 (PAGE 1 OF 1)

TEXT OVERFLOW ADDENDUM (TOA PAGE 1 OF 1)



CALIFORNIA
ASSOCIATION
OF REALTORS®

AGENT VISUAL INSPECTION DISCLOSURE

(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)

For use by an agent when a transfer disclosure statement is
required or when a seller is exempt from completing a TDS
(C.A.R. Form AVID, Revised 6/24)

This inspection disclosure concerns the residential property situated in the City of Seaside,
County of Monterey, State of California, described as 1599 Del Monte Blvd
("Property").

☒ This Property is a duplex, triplex, or fourplex. An AVID is required for all units. This AVID form is for ALL units (or ☐ only unit(s) D).

Inspection Performed By (Real Estate Broker Firm Name) Paramount Properties
California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent **visual** inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

California law does not require the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
- Areas off site of the property
- Public records or permits
- Common areas of planned developments, condominiums, stock cooperatives and the like.

Agent Inspection Limitations: Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty.

Roof and Attic: Agent will not climb onto a roof or into an attic.

Interior: Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

Exterior: Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

Appliances and Systems: Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

Size of Property or Improvements: Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

Environmental Hazards: Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

Off-Property Conditions: By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

Analysis of Agent Disclosures: For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

What this means to you: An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, **BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.**

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AVID REVISED 6/24 (PAGE 1 OF 3)

Buyer's Initials _____ / _____



AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

Paramount Properties, 888 Munras Ave., Ste 200 Monterey CA 93940
Angela Iglesias

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 8313726050

Fax: 8313720468

www.lwolf.com

Kazumi Shido

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # D .

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

Entry (excluding common areas): ***Due to years of deferred maintenance buyer should have the home fully asses by a trade specialist. Wood is damaged at the entrance to upstairs.

Living Room: Deferred maintenance throughout, the unit is occupied, tenant's personal belongings throughout the unit. Carper delaminated and spots black spots throughout.

Dining Room: N/A

Kitchen: Deferred maintenance throughout, the ceiling was repaired by the kitchen light, some blinds are broken, the countertop is damaged, stains, and cuts throughout. Range hood is old, paint coming off. Refrigerator has yellow spots on the exterior, old and it was painted.

Other Room: _____

Hall/Stairs (excluding common areas): _____

Bedroom # 1 : Deferred maintenance throughout, walls are dirty with marks and stains. Blinds are missing window sill has stains and deterioration, carpet is old, with stains and delamination. Tenant's personal belongings are everywhere.

Bedroom # _____: _____

Bedroom # _____: _____

Bedroom # _____: _____

Bath # 1 : Stains and deterioration on wood paneling, blinds are broken, shower has black stains and discoloration. Llgh fixtures have foil wrap around the base. The floor has cuts and stains, bathroom is dirty with lots of deterioration.

Bath # _____: _____

Bath # _____: _____

Bath # _____: _____



If this Property is a duplex, triplex, or fourplex, this AVID is for unit # D.

Other:

Other:

1599- Storage room with washer and dryer. Shelves and counter space on walls, hole next to water heater sheetrock. The interior lights are not working.

Other:

☐ See Addendum for additional rooms/structures:

Garage/Parking (excluding common areas): Parking is designated to the tenants occupying units at 1599-1591 Del Monte Blvd, on a first-come first-served basis.

Exterior Building and Yard - Front/Sides/Back: See Text Overflow Addendum (C.A.R. Form TOA) paragraph 1

Other Observed or Known Conditions Not Specified Above: Unauthorized encroachment behind the units includes back parking spaces, please see the Memorandum from the City or Seaside Building Department.

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Name of Firm that performed the inspection): Paramount Properties

Inspection Performed By (Name of individual agent or broker):

Inspection Date/Time: 10/28/2024 10:00am Weather conditions: Sunny

Other persons present:

By Angela Iglesias Date 11/7/2024

(Signature of Associate Licensee or Broker who performed the inspection)

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

Buyer City of Seaside Municipal Corp. Date

Buyer Date

I/we acknowledge that I/we have received a copy of this disclosure.

(The initials below and Broker signature are not required but can be used as evidence that the initialing or signing party has received the completed form.)

Seller LS /

Real Estate Broker (that did NOT fill out this AVID)

By Date

(Associate Licensee or Broker Signature)

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AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 3 OF 3)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Kazumi Shido





TEXT OVERFLOW ADDENDUM No. 1
(C.A.R. Form TOA, Revised 6/23)

This addendum is given in connection with the property known as 1599 Del Monte Blvd, Seaside, CA 93955 ("Property"),
in which City of Seaside Municipal Corp. is referred to as ("Buyer/Tenant")
and Kazumi Shido is referred to as ("Seller/Housing Provider").

1) AVID, Exterior Building:

*****Due to years of deferred maintenance, buyer should use due diligence to determine the condition of 1591-1599 Del Monte Blvd, all units in and out. The listing broker and seller suggest buyer and buyers broker have all units fully asses by a trade specialist. UNITS ARE BEING SOLD AS IS CONDITION**

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Buyer/Tenant _____ Date _____
City of Seaside Municipal Corp.

Buyer/Tenant _____ Date _____

Seller/Housing Provider Kazumi Shido Date 11/8/2024
Kazumi Shido

Seller/Housing Provider _____ Date _____

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TEXT OVERFLOW ADDENDUM (TOA PAGE 1 OF 1)



CALIFORNIA
ASSOCIATION
OF REALTORS®

AGENT VISUAL INSPECTION DISCLOSURE

(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)

For use by an agent when a transfer disclosure statement is
required or when a seller is exempt from completing a TDS
(C.A.R. Form AVID, Revised 6/24)

This inspection disclosure concerns the residential property situated in the City of Seaside,
County of Monterey, State of California, described as 1591 Del Monte Blvd
("Property").

☒ This Property is a duplex, triplex, or fourplex. An AVID is required for all units. This AVID form is for ALL units (or ☐ only unit(s) E).

Inspection Performed By (Real Estate Broker Firm Name)

Paramount Properties

California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent **visual** inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

California law does not require the Agent to inspect the following:

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Exterior: Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

Appliances and Systems: Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

Size of Property or Improvements: Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

Environmental Hazards: Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

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What this means to you: An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, **BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.**

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AVID REVISED 6/24 (PAGE 1 OF 3)

Buyer's Initials _____ / _____



AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

Paramount Properties, 888 Munras Ave., Ste 200 Monterey CA 93940
Angela Iglesias

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 8313726050

Fax: 8313720468

www.lwolf.com

Kazumi Shido

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # E .

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

Entry (excluding common areas): Deferred maintenance throughout, tenant is using the side door as the main entrance.

Living Room: Studio - ***Due to years of deferred maintenance buyer should have the unit fully asses by a trade specialist. The blinds are damaged, tenant's belongings are everywhere. Unit is occupied, wall panel is lose

Dining Room: N/A

Kitchen: Deferred maintenance throughout. Stuff everywhere.

Other Room:

Hall/Stairs (excluding common areas): The exterior stairs have years of deferred maintenance, carpet has stains and black marks. Cables throughout the stairs.

Bedroom # :

Bedroom # :

Bedroom # :

Bedroom # :

Bath # 1 : There has been deferred maintenance throughout. The blinds are dirty and broken, discolorations throughout.

Bath # :

Bath # :

Bath # :



If this Property is a duplex, triplex, or fourplex, this AVID is for unit # E .

Other: _____

Other: _____

Other: _____

☐ See Addendum for additional rooms/structures: _____

Garage/Parking (excluding common areas): No designated parking for the unit, tenant parking is on a first-come first-served basis for all tenants at 1591-1599 Del Monte Blvd.

Exterior Building and Yard - Front/Sides/Back: See Text Overflow Addendum (C.A.R. Form TOA) paragraph 1

Other Observed or Known Conditions Not Specified Above: Unauthorized encroachment behind the units includes back parking spaces, please see the Memorandum from the City or Seaside Building Department.

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Name of Firm that performed the inspection): Paramount Properties

Inspection Performed By (Name of individual agent or broker): Angela Iglesias

Inspection Date/Time: 10/28/2024 10am Weather conditions: Sunny

Other persons present: _____ Signed by: _____

By Angela Iglesias Date 11/7/2024
(Signature of Associate Licensee or Broker who performed the inspection)

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

Buyer _____ City of Seaside Municipal Corp. Date _____

Buyer _____ Date _____

I/we acknowledge that I/we have received a copy of this disclosure.

(The initials below and Broker signature are not required but can be used as evidence that the initialing or signing party has received the completed form.)

Seller LS / _____

Real Estate Broker (that did NOT fill out this AVID) _____

By _____ Date _____
(Associate Licensee or Broker Signature)

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AVID REVISED 6/24 (PAGE 3 OF 3)

AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 3 OF 3)

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Kazumi Shido

Packet Page 91





TEXT OVERFLOW ADDENDUM No. 1
(C.A.R. Form TOA, Revised 6/23)

This addendum is given in connection with the property known as 1591 Del Monte Blvd, Seaside, CA 93955 ("Property"),
in which City of Seaside Municipal Corp. is referred to as ("Buyer/Tenant")
and Kazumi Shido is referred to as ("Seller/Housing Provider").

1) AVID, Exterior Building:

*****Due to years of deferred maintenance, buyer should use due diligence to determine the condition of 1591-1599 Del Monte Blvd, all units in and out. The listing broker and seller suggest buyer and buyers broker have all units fully asses by a trade specialist. UNITS ARE BEING SOLD AS IS CONDITION**

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Buyer/Tenant _____ Date _____
City of Seaside Municipal Corp.

Buyer/Tenant _____ Date _____

Seller/Housing Provider Kazumi Shido Date 11/8/2024
Kazumi Shido

Seller/Housing Provider _____ Date _____

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TOA REVISED 6/23 (PAGE 1 OF 1)

TEXT OVERFLOW ADDENDUM (TOA PAGE 1 OF 1)



CALIFORNIA
ASSOCIATION
OF REALTORS®

AGENT VISUAL INSPECTION DISCLOSURE

(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)

For use by an agent when a transfer disclosure statement is
required or when a seller is exempt from completing a TDS
(C.A.R. Form AVID, Revised 6/24)

This inspection disclosure concerns the residential property situated in the City of Seaside,
County of Monterey, State of California, described as 1591 Del Monte Blvd
("Property").

☒ This Property is a duplex, triplex, or fourplex. An AVID is required for all units. This AVID form is for ALL units (or ☐ only unit(s) F).

Inspection Performed By (Real Estate Broker Firm Name)

Paramount Properties

California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent **visual** inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

California law does not require the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
- Areas off site of the property
- Public records or permits
- Common areas of planned developments, condominiums, stock cooperatives and the like.

Agent Inspection Limitations: Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty.

Roof and Attic: Agent will not climb onto a roof or into an attic.

Interior: Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

Exterior: Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

Appliances and Systems: Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

Size of Property or Improvements: Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

Environmental Hazards: Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

Off-Property Conditions: By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

Analysis of Agent Disclosures: For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

What this means to you: An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, **BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.**

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AVID REVISED 6/24 (PAGE 1 OF 3)

Buyer's Initials _____ / _____



AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

Paramount Properties, 888 Munras Ave., Ste 200 Monterey CA 93940
Angela Iglesias

Phone: 8313726050
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: 8313720468
www.lwolf.com

Kazumi Shido

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # F .

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

Entry (excluding common areas): Deferred maintenance throughout, cables everywhere, carpet is stained and dirty.

Living Room: Studio ***Due to years of deferred maintenance buyer should have the unit fully asses by a trade specialist. Unit-occupied,

Dining Room: N/A

Kitchen: New cabinets, paint, and blinds.

Other Room:

Hall/Stairs (excluding common areas):

Bedroom # :

Bedroom # :

Bedroom # :

Bedroom # :

Bath # 1 : The shower has black marks on the caulking, lots of condensation in the bathroom, shower overlaps the window.

Bath # :

Bath # :

Bath # :



If this Property is a duplex, triplex, or fourplex, this AVID is for unit # F.

Other: _____

Other: _____

Other: _____

☐ See Addendum for additional rooms/structures: _____

Garage/Parking (excluding common areas): No designated parking for the unit, tenant parking is on a first-come first-served basis for all tenants at 1591-1599 Del Monte Blvd.

Exterior Building and Yard - Front/Sides/Back: See Text Overflow Addendum (C.A.R. Form TOA) paragraph 1

Other Observed or Known Conditions Not Specified Above: Unauthorized encroachment behind the units includes back parking spaces, please see the Memorandum from the City or Seaside Building Department.

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Name of Firm that performed the inspection): Paramount Properties

Inspection Performed By (Name of individual agent or broker): Angela Iglesias

Inspection Date/Time: 10/28/2024 10:00am Weather conditions: Sunny

Other persons present: _____ Signed by: _____

By Angela Iglesias Date 11/7/2024
(Signature of Associate Licensee or Broker who performed the inspection)

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

Buyer _____ City of Seaside Municipal Corp. Date _____

Buyer _____ Date _____

I/we acknowledge that I/we have received a copy of this disclosure.

(The initials below and Broker signature are not required but can be used as evidence that the initialing or signing party has received the completed form.)

Seller LS / _____

Real Estate Broker (that did NOT fill out this AVID) _____

By _____ Date _____
(Associate Licensee or Broker Signature)

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Kazumi Shido

Packet Page 95





TEXT OVERFLOW ADDENDUM No. 1
(C.A.R. Form TOA, Revised 6/23)

This addendum is given in connection with the property known as 1591 Del Monte Blvd, Seaside, CA 93955 ("Property"),
in which City of Seaside Municipal Corp. is referred to as ("Buyer/Tenant")
and Kazumi Shido is referred to as ("Seller/Housing Provider").

1) AVID, Exterior Building:

*****Due to years of deferred maintenance, buyer should use due diligence to determine the condition of 1591-1599 Del Monte Blvd, all units in and out. The listing broker and seller suggest buyer and buyers broker have all units fully asses by a trade specialist. UNITS ARE BEING SOLD AS IS CONDITION**

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Buyer/Tenant _____ Date _____
City of Seaside Municipal Corp.

Buyer/Tenant _____ Date _____

Seller/Housing Provider Kazumi Shido Date 11/8/2024
Kazumi Shido

Seller/Housing Provider _____ Date _____

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TOA REVISED 6/23 (PAGE 1 OF 1)

TEXT OVERFLOW ADDENDUM (TOA PAGE 1 OF 1)

Commercial Property Earthquake Risk Disclosure Report
(2022 Edition)

Name Kazumi Shido APN 011-279-005
Street Address 1591 Del Monte Blvd. Year Built 1930
City Seaside County Monterey Zip Code 93955

Answer these questions to the best of your knowledge. If any of questions 1-7 are answered "No," or if either question 8 or 9 is answered "Yes," your property is likely to have an elevated/disclosable earthquake risk. If you do not have actual knowledge as to whether these risks exist, answer "Don't Know." Questions answered "Don't Know" may indicate a need for further evaluation. If your property does not have the feature, answer "Doesn't Apply." If you corrected one or more of these risks, describe the work on a separate page. The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.

Table with 6 columns: Question, Yes, No, Doesn't Apply, Don't Know, See Page. Contains 9 questions regarding earthquake risks and building features.

A "Yes" answer on Questions 8 and/or 9 could indicate that the property is in a location prone to earthquake damage. More information is available at www.conservation.ca.gov/cgs/geohazards/eq-zapp.

As seller of the property described herein, I have answered the questions above to the best of my knowledge in an effort to disclose fully any potential earthquake risks it may have.

EXECUTED BY
Seller [Signature] Seller Date 11-9-24

I acknowledge receipt of this Disclosure Report, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions 1-7 or "Yes" to question 8 or 9, or if the seller has indicated a lack of knowledge, there may be one or more earthquake risks that could impact this property.

Buyer City of Seaside Municipal Corp. Buyer Date



COMMERCIAL SELLER PROPERTY QUESTIONNAIRE
(ALSO FOR RESIDENTIAL PROPERTIES WITH 5 OR MORE UNITS)
(C.A.R. Form CSPQ, 6/22)

Seller makes the following disclosures with regard to the real property described as 1599 Del Monte Blvd,
Assessor's Parcel No. 011-279-005-000, situated in Seaside,
County of Monterey, California ("Property").

A Real Estate Transaction Disclosure Statement (C.A.R. Form TDS) is NOT required for this transaction. However, all sellers of California real property are required to provide various disclosures, either by contract, or by statute or case law. Many disclosures must be made within certain time limits. Timely and thorough disclosures help to reduce disputes and facilitate a smooth sales transaction.

1. **Disclosure Limitation:** The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agent(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desire legal advice, they should consult a qualified California real estate attorney.
2. **Note to Seller, PURPOSE:** To provide the Buyer information about known material facts affecting the value or desirability of the Property, to help eliminate misunderstandings about the condition of the Property, and, where relevant, to document a seller's response to contractual requirements.
- Answer based on actual knowledge and recollection at this time.
 - Something that you do not consider material 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.
3. **Note to Buyer, PURPOSE:** To give you more information about known material facts 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 items.
 - Seller's disclosures are not a substitute for your own investigations, personal judgments, or common sense.
4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided or attach additional comments and check **paragraph 21**.
5. **DOCUMENTS PERTAINING TO THE CONDITION, OPERATION OR REPAIR OF THE PROPERTY OR ANY IMPROVEMENT ON IT IN THE PAST, NOW OR PROPOSED:** **ARE YOU (SELLER) AWARE OF...**
- A. **SURVEYS, PLANS, SPECIFICATIONS, AND ENGINEERING** documents prepared on Seller's behalf and in Seller's possession ☐ Yes ☒ No
- B. **PERMITS:** Any permits and approvals, certificates of occupancy, conditional use permits, development plans, and licenses ☐ Yes ☒ No
- C. **STRUCTURAL MODIFICATIONS:** Structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property ☐ Yes ☒ No
- D. Any other reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not seller acted upon the item) ☐ Yes ☒ No

Note: If yes to paragraph 5A, B, C or D, provide any such documents in your possession to Buyer.
Explanation: _____

6. **STATUTORILY REQUIRED:** **ARE YOU (SELLER) AWARE OF...**
- A. Whether the Property was built prior to January 1, 1994 ☒ Yes ☐ No
If yes, whether any plumbing fixtures on the Property are non-compliant plumbing fixtures as defined by Civil Code § 1101.3. ☐ Yes ☒ No
NOTE: §§ 1101.1 - 1101.5 of the Civil Code requires all commercial and multi-family residential properties built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures. Any such property that is altered or improved (either cost of more than \$150,000 or increasing total floor area by more than 10%) is required to be equipped with water-conserving plumbing fixtures as a condition of final approval.
- B. Whether the Property has any standard water heater with a capacity of not more than 120 gallons ☒ Yes ☐ No
If yes, Seller hereby certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having any such water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.
- C. Within the last 3 years, the death of an occupant of the Property upon the Property (Note to seller: The manner of death may be a material fact to the buyer, and may be disclosed, except for a death by HIV/AIDS.) ☐ Yes ☒ No
- D. An Order from a government health official identifying the Property as being contaminated by methamphetamine.. ☐ Yes ☒ No
If yes, seller shall deliver to buyer a copy of the Order.

CSPQ 6/22 (PAGE 1 OF 5)

Seller's Initials K.S. Buyer's Initials _____



COMMERCIAL SELLER PROPERTY QUESTIONNAIRE (CSPQ PAGE 1 OF 5)

Paramount Properties, 888 Munras Ave., Ste 200 Monterey CA 93940 Phone: 8313726050 Fax: 8313720468 1591 Del Monte
Angela Iglesias Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

E. If improvements to the property were constructed prior to 1975 and include structures with either (1) pre-cast (tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs, or (2) unreinforced masonry walls ☐ Yes ☒ No
If yes, Civil Code 2079.9 and Business and Professions Code 10147 and Government Code 8875.6, 8875.9, 8893.2 and 8893.3 require seller to deliver to buyer a copy of the Commercial Property Owners Guide to Earthquake Safety published by the California Seismic Safety Commission.

Explanation, or ☐ (if checked) see attached: _____

7. REPAIRS AND ALTERATIONS: ARE YOU (SELLER) AWARE OF...

- A. Any alterations, modifications, requirements, improvements, remodeling or material repairs on the Property ☐ Yes ☒ No
If yes to A, were any of the above made...
(1) Without necessary permits ☐ Yes ☐ No
(2) Without building code compliance ☐ Yes ☐ No
(3) For purposes of energy or water efficiency or renewable energy ☐ Yes ☐ No
B. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ☐ Yes ☒ No
C. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth ☐ Yes ☒ No

Explanation: _____

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

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

Explanation: _____

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

- Financial relief or assistance, insurance claims, or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ☐ Yes ☒ No
If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property ☐ Yes ☐ No
If yes, Buyer is informed that federal law, 42 USC 5154a requires buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, buyer may be required to reimburse the federal government for the disaster relief provided.

Explanation: _____

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

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

Explanation: _____

11. HAZARDOUS AND OTHER SUBSTANCES OR PROBLEMS ABOVE OR BELOW GROUND: ARE YOU (SELLER) AWARE OF...

- A. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ☐ Yes ☒ No
B. Fill (compacted or otherwise) on the Property or any portion thereof ☐ Yes ☒ No
C. Any settling from any cause, or slippage, sliding, or other soil problems ☐ Yes ☒ No
D. Flooding, drainage, or grading problems ☐ Yes ☒ No
E. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ☐ Yes ☒ No

Explanation: _____

12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

A. Surveys, easements, encroachments or boundary disputes

☐ Yes ☒ No

B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage

☐ Yes ☒ No

C. Use of any neighboring property by you

☐ Yes ☒ No

Explanation:

13. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

A. Diseases or infestations affecting trees, plants or vegetation on or near the Property

☐ Yes ☒ No

B. Operational sprinklers on the Property

☐ Yes ☒ No

(1) If yes, are they ☐ automatic or ☐ manually operated.

(2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system

☐ Yes ☐ No

C. A pool heater on the Property

☐ Yes ☒ No

If yes, is it operational?

☐ Yes ☐ No

D. A spa heater on the Property

☐ Yes ☒ No

If yes, is it operational?

☐ Yes ☐ No

E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related décor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired

☐ Yes ☒ No

Explanation:

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)

ARE YOU (SELLER) AWARE OF...

A. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision

☐ Yes ☒ No

B. Any Owners' Association (OA) which has any authority over the subject property

☐ Yes ☒ No

C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others)

☐ Yes ☒ No

D. CC&R's or other deed restrictions or obligations

☐ Yes ☒ No

E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by an OA or OA Committee affecting the Property

☐ Yes ☒ No

F. CC&R's or other deed restrictions or obligations or any OA Committee that has authority over improvements made on or to the Property

☐ Yes ☒ No

(1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or OA Committee requirement

☐ Yes ☐ No

(2) If Yes to F, any improvements made on or to the Property without the required approval of an OA Committee

☐ Yes ☐ No

Explanation:

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

A. Any other person or entity on title other than Seller(s) signing this form

☐ Yes ☒ No

B. Leases, options or claims affecting or relating to title or use of the Property

☐ Yes ☒ No

C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood

☐ Yes ☒ No

D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property.

☐ Yes ☒ No

E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not

☐ Yes ☒ No

F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest-based groups or any other person or entity

☐ Yes ☒ No

G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property

☐ Yes ☒ No

H. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill

☐ Yes ☒ No

I. Any other matters affecting title of the Property

☐ Yes ☒ No

Explanation:

16. NEIGHBORS/NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, traffic, parking congestions, 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, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife

☐ Yes ☒ No

B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property

☐ Yes ☒ No

C. Past or present problems with livestock, wildlife, insects or pests on or in the Property

☐ Yes ☒ No

Explanation:

17. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property

☐ Yes ☒ No

B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property

☐ Yes ☒ No

C. Existing or contemplated building or use moratoria that apply to or could affect the Property

☐ Yes ☒ No

D. 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

E. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals

☐ Yes ☒ No

F. 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

G. Any zoning violations, nonconforming uses, or violations of "setback" requirements

☐ Yes ☒ No

H. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property

☐ Yes ☒ No

I. Whether the Property is historically designated or falls within an existing or proposed Historic District

☐ Yes ☒ No

J. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibition on wells or other ground water supplies

☐ Yes ☒ No

K. Any differences between the name of the city in the postal/mailling address and the city which has jurisdiction over the property

☐ Yes ☒ No

Explanation:

18. 5 OR MORE RESIDENTIAL UNITS (IF APPLICABLE):

ARE YOU (SELLER) AWARE OF...

A. Whether the Property was built before 1978 (if No, leave (1) and (2) blank)

☒ Yes ☐ No

(1) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if, No, leave (2) blank)

☐ Yes ☒ No

(2) If yes to (1), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule

☐ Yes ☒ No

B. Whether the Property contains any single-family or two-unit structures

☐ Yes ☐ No

If yes, Seller certifies that such structures as of the close of escrow, will be in compliance with § 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.

Explanation:

19. TENANCY RELATED:

ARE YOU (SELLER) AWARE OF...

Any rental/service agreements, income and expense statements, tenant estoppel certificates

☐ Yes ☒ No

Explanation:

20. OTHER:

ARE YOU (SELLER) AWARE OF...

A. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to §§ 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to §§ 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others).

☐ Yes ☒ No

B. Whether the Property has received an energy efficiency rating or certification from the Green Building Council's Leadership in energy and Environmental Design (LEEDS)

☐ Yes ☒ No

C. Any past or present known material facts affecting the value or desirability of the Property not otherwise disclosed to Buyer
..... ☐ Yes ☒ No
Explanation: _____

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

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

Seller Kazumi Shido Date 11-9-24

Seller _____ Date _____

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

Buyer _____ City of Seaside Municipal Corp. Date _____

Buyer _____ Date _____

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MARKET CONDITIONS ADVISORY
(C.A.R. Form MCA, Revised 6/24)

1. **MARKET CONDITIONS:** Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or “hot” real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or “cool” market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these “distressed” property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.
2. **BUYER CONSIDERATIONS:**
 - A. **OFFERING PRICE:** AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: (i) If your offer is accepted, the property's value may not increase and may even decrease. (ii) If your offer is accepted, you may have “Buyer's remorse” that you paid too much. (iii) If your offer is rejected there can be no guarantee that you will find a similar property at the same price. (iv) If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.
 - B. **NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: (i) the Buyer cannot obtain a loan; (ii) if the property does not appraise at a certain value ; (iii) if the Buyer is dissatisfied with the property's condition after an inspection; (iv) if an insurance policy cannot be obtained for an acceptable cost; or (v) for any other contingency within the purchase agreement. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a “hot” market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:
 - (1) **LOAN CONTINGENCY:** If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.
 - (2) **APPRAISAL CONTINGENCY:** If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.
 - (3) **INVESTIGATION CONTINGENCY:** If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your investigation contingency. However, even if you make an offer without an investigation contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.



(4) **INSURANCE CONTINGENCY:** If you cannot obtain insurance or disapprove of the cost, and you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your insurance contingency.

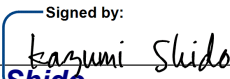
There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

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

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

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

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

Buyer	City of Seaside Municipal Corp.	Date	
Buyer		Date	
Seller	Signed by:  Kazumi Shido	Date	10/31/2024
Seller		Date	



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

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR
☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Other: _____,
 dated 11/27/2024, on property known as: 1591 Del Monte Blvd, Seaside, CA 93955 ("Property")
 in which _____ City of Seaside Municipal Corp. is referred to as Buyer or Tenant
 and Kazumi Shido is referred to as Seller or Housing Provider.
 Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

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

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

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

1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

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

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

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

Signed by:

Kazumi Shido

10/31/2024

Seller or Housing Provider Kazumi Shido

Date

Seller or Housing Provider

Date



Property Address: 1591 Del Monte Blvd, Seaside, CA 93955Date 10/31/2024**2. LISTING AGENT'S ACKNOWLEDGMENT**

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

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

Paramount Properties

Agent (Broker representing Seller or Housing Provider)
(Please Print)

By

Signed by:



10/31/2024

Associate-Licensed or Broker Signature
Angela Iglesias

Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

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

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

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

Buyer or Tenant City of Seaside Municipal Corp. Date

Buyer or Tenant

Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

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

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

Paramount Properties

Agent (Broker obtaining the Offer)

By

Associate-Licensee or Broker Signature

Date

Angela Iglesias

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LPD 12/21 (PAGE 2 OF 2)

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (LPD PAGE 2 OF 2)Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

1591 Del Monte





CALIFORNIA
ASSOCIATION
OF REALTORS®

SQUARE FOOTAGE AND LOT SIZE DISCLOSURE AND ADVISORY

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

Property Address: 1591 Del Monte Blvd, Seaside, CA 93955 ("Property")

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

Source of Information	Sq. Footage	Lot Size	Additional Information	If checked, report attached
Public Record				☐
Multiple Listing Service	<u>2,397</u>	<u>8,233</u>	<u>MLS Listings</u>	☒
Seller			Measurement comes from the following source:	☐
Appraisal #1				☐
Appraisal #2				☐
Condominium Map/Plan				☐
Architectural Drawings				☐
Floor Plan/Drawings				☐
Survey				☐
Other				☐
Other				☐

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

Seller Kazumi Shido Signed by: Kazumi Shido Date 10/31/2024
 Seller 2331375252AB40B... Date _____

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

Buyer City of Seaside Municipal Corp. Date _____
 Buyer _____ Date _____

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SFLS 12/20 (PAGE 1 OF 1)

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

Paramount Properties, 888 Munras Ave., Ste 200 Monterey CA 93940
 Angela Iglesias

Phone: 8313726050 Fax: 8313720468
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

1591 Del Monte



Agent Full

1591 Del Monte Boulevard, Seaside, California 93955

Buyer: _____

Date: _____

Listing



MLS #: **ML81985126**
Apprx.Bldg: 2,397 SqFt (Other)
Apprx Lot: 8,233 SqFt (Realist*)
Apprx Acr: 0.189 Acres
Age/Yr Blt: 94/1930 (Other)
Stories:
Parcel#: 011-279-005-000
DOM: 0
LA: [Angela Iglesias](#)
LA Phone: (831) 521-1889
Walk Score: [87](#)
Recent:
10/28/2024 : NEW



1591 Del Monte Boulevard, Seaside 93955

County: Monterey
Area: 107 - Sand City
Class: Comm. Five or More Units
Land Use:

Status: **Active**
Orig Price: \$1,400,000
List Price: **\$1,400,000**
Sale Price:
\$/SqFt: \$584.06

SYMBIUM [ADU options](#)

Dates
Original: 10/28/2024
List: 10/28/2024
Sale:
COE:
Expires: 10/28/2025
Off Mrkt:

L.Type/Service: Exclusive Right to Sell, Full Service
Special Info: Not Applicable
Fin Terms:
Possession:
Public:

Zoning: MX-WBUV
Incorp:
City Limit:

1591- 1599 Del Monte Boulevard offers an excellent opportunity for investors or real estate developers. The location is prime with the support of the new future development concept and vision for the downtown mix use of residential and commercial building growth. The duplex features one studio upstairs and an identical unit downstairs each with a private entrance. The fourplex features three, one-bedroom units, one cozy studio as well as a spacious bonus room with washer and dryer hookups. The complex is situated in a high-traffic area and will draw plenty of exposure for any advertising, or marketing for your vacancies. The property boasts easy access to major roads, shopping centers, the Monterey Bay Coastal Recreation Trail, parks, and a 3-minute drive to the Seaside Beach at the Monterey State Beach Park and much more.The property is part of the West Broadway Urban Village-specific Plan

Private: Existing use is legal non-conforming (grandfathered) use. Escrow open with Joanna Gilman FWMN-5212300653 Chicago Title Salinas CA. Broker/ Seller does NOT represent nor guarantee the accuracy of sq/ft-lot size nor other information concerning the conditions of the property to include land -use. The buyer/buyer agent is advised to inspect & verify independently. All information provided by a third party. (Parking is designated ONLY for the tenants at 1591- 1599 Del Monte Blvd) NO RESTAURANT OR PUBLIC PARKING IS ALLOWED. (Restaurant parking is designated to the right of 1603 Del Monte Blvd with Marina Autio Stereo. Rent roll and income statement are available upon request. Units are being sold AS IS CONDITIONS, 5 units month-to-month and 1 unit on a lease expires 6/30/25. Seller might exchange at no cost to buyer. Units are being sold with tenants. Some units are updated and others need work - pictures are before the current tenant moved in.

Showing & Location

Showing Information

Occupied By: Tenant
Occupant Nm:
Phone: (831) 521-1889
Instructions: Appointment Only, Call 1st , Do Not Disturb Employees, Do Not Disturb Occupants, Do Not Go Direct, Do Not Show, Employees Aware, LA Must Be Present, Lockbox - None, See Remarks
Add Instruct: Contractor on site working on the rear of he building with equipment, heavy traffic area, limited parking at this time. NO PUBLIC PARKING!!!!

Show Contact: Angela Iglesias
Occupant Ph:
Gt.Code:

Map

X Street:
Directions:

School

Elem: / Monterey Peninsula Unified
Middle: / Monterey Peninsula Unified
High: / Monterey Peninsula Unified

Features

Accessibility: Parking
Communications:
Cooling: None
Flooring: Carpet, Tile, Vinyl/Linoleum
Heating: Electric, Wall Furnace
Amenities:

Energy Sav:
Ext. Amenities:
Foundation: Other
Roof: Other
Style:

Kitchen:

View:
Lot Desc:

Laundry: Hookups Only
Other Rooms: Laundry Room, Storage
Security: None
Pool: No,
Construct Type:

Garage: 0
Carport: 0
Open Parking: 9
Features: Common Parking Area
E.V. Hookup:

						Unit Information		
Type	SqFt	Beds	Baths (F/P)	Min Rent	Max Rent	# of units like this	Desc	# Buildings: 2
1		1	1/	\$1,150	1,390.00	3		# Leased Units 6
2			1/	\$1,150	1,550.00	3	Studio	# Total Units: 6

Com Name:
C. Amenities

Complex/HOA
of Units: 6
C. Restriction: Other

Multiple Family Financing

Expense (Yearly)		Income (Yearly)		Other Financial Information	
Current R.E. Tax:	\$0	Rental:	\$0	Data Source:	Owner, Property Manager
Insurance:	\$0	Vacancy Allowance %:	0%	Est GRM:	15.5800
Landscape:	\$0	Other:	\$0	Est Cap Rate:	0.0000
Maintenance:	\$0	Other Include:	Rents		
Management:	\$0	Income Gross Schedule:	0		
Other:	\$0	Income Annual Gross:	\$0		
Trash:	\$0	Est Net Income:	\$0		
Utilities:	\$0				
Total:	\$0				
Listing Includes:	Oven/Range - Some Units, Refrigerator - Some Units				
Exp Tenant:	Utilities - Electric, Utilities - Gas				
Op Exp Include:	Other				

Sewer: Sewer - Public
Water: Public

Utilities
Electricity: Public
Meters: Separate Electric, Separate Gas

Consumer Site: Yes VOW-AVM: Yes VOW-Comment: Yes Address Format: Show Full Address

Green Rated:
POS Ord.:
Hazard: Natural Hazard Disclosure
Other:
Exist Ls. Terms: 1 Year Lease, Month to Month

Documents and Disclosures
TIC Agree:
Trnsf Tx:
Disclosures URL:

LA: [Angela Iglesias](#)
LA Lic#: 02066522
LO: [Paramount Properties \(Off.Lic#01220386\)](#)

Contact Information
LA Ph: (831) 521-1889 LA Fx: (831) 372-0468
LA Em: angela@paramountpropertiesmry.com
LO Ph: (831) 372-6050 LO Fx: (831) 372-0468

History

Click Arrow for Property History

MLS #	Change Date	Field Name	Old Value	New Value	Broker Code	List / Sell Office
ML81985126	10/28/2024	Status		A (\$1,400,000)	MOUNT.1	Paramount Properties

School Information Source: Lighbox & Greatschools

Click Arrow for School Information

Elementary School (Source: Lightbox & GreatSchools.org, NOT the listing agent)

S. District: Monterey Peninsula Unified School Rating: [5.00](#)
S. Name: [Ord Terrace Elementary](#) Student/Teacher: [20.50](#)
S. Address: 1755 La Salle Ave., 93955-4122

Middle School (Source: Lightbox & GreatSchools.org, NOT the listing agent)

S. District: Monterey Peninsula Unified School Rating: [3.00](#)
S. Name: [Seaside Middle School](#) Student/Teacher: [18.41](#)
S. Address: 999 Coe Avenue, 93955

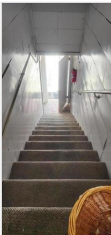
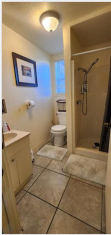
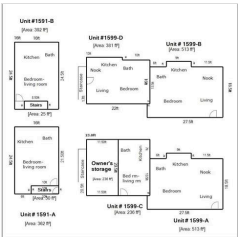
High School (Source: Lightbox & GreatSchools.org, NOT the listing agent)

S. District: Monterey Peninsula Unified School Rating: [4.00](#)
S. Name: [Seaside High](#) Student/Teacher: [19.33](#)
S. Address: 2200 Noche Buena St., 93955-

School Info Disclaimer: Source: LightBox and GreatSchools.org © 2023. All rights reserved. Intended as reference only. To verify enrollment eligibility, please contact the school directly.

Additional Photos

Click Arrow for Photos



Disclaimer: The above information is deemed to be accurate but not guaranteed. Source: MLSListings ; ©2024 MLSListings Inc.
*Data provided by Realist®, compiled by CoreLogic® from public and private sources, and accuracy of the data is deemed reliable but not guaranteed.



WATER HEATER AND SMOKE ALARM STATEMENT OF COMPLIANCE

(C.A.R. Form WHSD, Revised 12/23)

Property Address: 1591 Del Monte Blvd, Seaside, CA 93955

NOTE: For use only for REO sales with Exempt Seller Disclosure (ESD). A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

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

Seller Kazumi Shido **Kazumi Shido** Date 10/31/2024
 Seller 2331375252AB40B... Date _____

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

Buyer _____ City of Seaside Municipal Corp. Date _____
 Buyer _____ Date _____

SMOKE ALARM STATEMENT OF COMPLIANCE

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

Seller Kazumi Shido **Kazumi Shido** Date 10/31/2024
 Seller 2331375252AB40B... Date _____

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

Buyer _____ City of Seaside Municipal Corp. Date _____
 Buyer _____ Date _____

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 525 South Virgil Avenue, Los Angeles, California 90020



WHSD REVISED 12/23 (PAGE 1 OF 1)

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

Paramount Properties, 888 Munras Ave., Ste 200 Monterey CA 93940
 Angela Iglesias

Phone: 8313726050 Fax: 8313720468
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

1591 Del Monte

CONSUMER INFORMATION ACKNOWLEDGEMENT

To Whom It May Concern:

I, the undersigned, acknowledge receipt of the booklet, "A Commercial Property Owner's Guide", from the Broker(s) in this transaction which is a combination of the following publicly available documents:

- I. The California Seismic Safety Commission "**Commercial Property Owner's Guide to Earthquake Safety**", 2006 Edition.
- II. "**Mold Remediation in Schools and Commercial Buildings**" booklet provided by USEPA.

Property Address: <u>1591 Del Monte Blvd. Seaside, CA 93955</u>	
Date: _____	Time: <u>10/31/2024</u> <u>10/31/2024</u>
Buyer/Seller Signature: _____ City of Seaside Municipal Corp.	Buyer/Seller Printed Name: <u>Kazumi Shido</u> Signed by: 2331375252AB40B... Kazumi Shido
Selling Broker: <u>Paramount Properties</u>	Listing Broker: <u>Paramount Properties</u>
Selling Agent: _____ Angela Iglesias	Listing Agent: <u>Angela Iglesias</u> Signed by: 62B54ADAF536465... Angela Iglesias

Property Address: <u>1591 Del Monte Blvd. Seaside, CA 93955</u>	
Date: _____	Time: _____ <u>10/31/2024</u>
Buyer/Seller Signature: _____	Buyer/Seller Printed Name: <u>Kazumi Shido</u> Signed by: 2331375252AB40B... Kazumi Shido
Selling Broker: _____	Listing Broker: <u>Paramount Properties</u>
Selling Agent: _____	Listing Agent: <u>Angela Iglesias</u> Signed by: 62B54ADAF536465... Angela Iglesias

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

WATER CONSERVATION CERTIFICATION

Transfer of Title/Ownership

Property Address 1591 Del Monte Blvd. City Seaside

Assessor's Parcel Number (APN) 011-279-005

1. I, Shizu Lamm Living Trust am the **buyer / seller / owner (circle one)** of the property located at the above address. I hereby certify that the above property is in compliance with the Monterey Peninsula Water Management District's Water Conservation Law (Regulation XIV) as summarized on the reverse side of this form.

This certification is verified by the following (check all that apply)

- a. ☐ MPWMD inspection (Attach copy of report) c. ☒ Extension for 180 days. (Max. 180 Days) (for qualifying properties certifying pending remodel) See Rule 144-D-4
- b. ☐ Exemption for _____ Granted by: _____ (Attach copy of exemption approval by MPWMD) d. ☐ Owner Certification - Attach itemized receipts for purchase of plumbing fixtures and/or installation services-(Note: An MPWMD inspection may be required for verification.)

2. Is a water Well located on the property? ☐ Yes ☒ No

If yes, I certify that the Well or wells have been properly registered with the Monterey Peninsula Water Management District, and a water meter has been installed. (See reverse side for well registration and reporting requirements.)

I declare under penalty of perjury that the information stated above is true and complete to the best of my knowledge.

Signed by: Kazumi Shido 11/1/2024 (_____) _____
Buyer/Seller/Owner (Date) Daytime Phone

Shizu Lamm Living Trust
Print or Type Name

NEW OWNER'S ACKNOWLEDGMENT OF WATER CONSERVATION REQUIREMENTS

I, City of Seaside Municipal Corp., acknowledge receipt of this report regarding permanent water conservation requirements that may affect my property. I further understand that if an MPWMD inspection has not been performed prior to the transfer of ownership, a verification inspection may be requested by the District at a future date.

Signature (_____) _____

City of Seaside Municipal Corp. Daytime Phone

Print or Type Name

Mailing Address

SUMMARY OF MONTEREY PENINSULA WATER MANAGEMENT DISTRICT WATER CONSERVATION LAW

1. Regulation XIV requires the mandatory retrofit of plumbing fixtures with toilets that use a maximum of 1.28 gallons-per-flush, and Showerheads with maximum flow of 2.0 gallons-per-minute; Kitchen, Utility and Bar sink faucet aerators 1.8 gallons-per-minute; washbasin faucet aerators 1.2 gallons-per-minute; and rain sensors on Automatic Irrigation Systems:
 - Upon Change of Ownership of all structures.
2. Regulation XIV of the Monterey Peninsula Water Management District (Rules 140-153) requires the installation of toilets that use a maximum of 1.28 gallons-per-flush, Showerheads with maximum flow of 2.0 gallons-per-minute (gpm); Kitchen, Utility and Bar sink faucet aerators 1.8 gallons-per-minute; washbasin faucet aerators 1.2 gallons-per-minute and rain sensors on automatic irrigation systems in the following instances:
 - All New Construction, including Remodels or additions that add any Bathroom(s), and/or increase floor area of Existing Structures by twenty-five percent (25%) or greater.
3. Exemptions and/or extensions may apply pursuant to Regulation XIV which allows retrofit requirements to be delayed for a maximum of 180 days or low-flow standards to be modified with District approval. Exemptions requested in the unincorporated areas of the District must also be approved by the Monterey County Building Inspection Department.
4. Regulation XIV provides that prior to the transfer of title, the seller must take action necessary to meet District conservation laws and provide written certification of compliance with the above-listed provisions. Owner certification must be forwarded to the Monterey Peninsula Water Management District.
5. Plumbing permits may be required for replacement of fixtures. Check with the local jurisdiction.

SUMMARY OF MONTEREY PENINSULA WATER MANAGEMENT DISTRICT WATER WELL REGISTRATION AND REPORTING REQUIREMENTS

- A. Regulation V of the Monterey Peninsula Water Management District (Rule 52) requires that Owners of all water Wells within the District register and report the annual water production from these Wells.
- B. Regulation V (Rule 54) requires that Owners of all Wells within the District that produce five or more acre-feet in any year install and maintain water meters. One Acre-Foot equals 325,851 gallons.
- C. Regulation V (Rule 54) requires that Owners of all Wells on properties in the Monterey Peninsula Water Resource System that are sold after June 30, 1992, install water meters before the close of escrow. The Monterey Peninsula Water Resource System includes lands overlying the Carmel Valley Alluvial Aquifer and Seaside Coastal Subareas. A detailed map (MPWMD-01) showing the system boundary and individual Parcel lines is available for review at the District office.
- D. Applications for the Well construction permits that were date-stamped after March 19, 2001 by the Monterey County Health Department may require additional permits. Please call the District Office at (831) 658-5601 for more information.



WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY

(C.A.R. Form WCMD, Revised 6/24)

1. WATER-CONSERVING PLUMBING FIXTURES

A. INSTALLATION:

- (1) **Requirements:** California law (Civil Code §§ 1101.4 and 1101.5) requires all single-family residences, multi-family and commercial property built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures. Additionally, a residential and commercial property built on or before January 1, 1994 that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval if the alteration or improvement increases floor area space by more than 10 percent, or has a cost greater than \$150,000, or for any room in a building which requires a building permit.
- (2) **Exceptions:** These requirements do not apply to (i) registered historical sites, (ii) real property for which a licensed plumber certified that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or (iii) a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or county that has adopted a retrofit requirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)

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

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

2. CARBON MONOXIDE DETECTORS:

A. INSTALLATION:

- (1) **Requirements:** As of January 1, 2013, California law (Health and Safety Code §§ 13260 to 13263 and 17926 to 17926.2) has required the following types of dwelling units intended for human occupancy have carbon monoxide detectors installed: single-family dwellings, duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.
- (2) **Exceptions:** The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are **no other owner exemptions** from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.

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

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

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

By signing below, Buyer and Seller each acknowledge that they have read, understand, and have received a copy of this Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Advisory

Seller	 2331375252AB40B...	Kazumi Shido	Date <u>10/31/2024</u>
Seller			Date _____
Buyer	City of Seaside Municipal Corp.		Date _____
Buyer			Date _____

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WCMD REVISED 6/24 (PAGE 1 OF 1)

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

Paramount Properties, 888 Munras Ave., Ste 200 Monterey CA 93940 Angela Iglesias	Phone: 8313726050 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201	Fax: 8313720468 1591 Del Monte www.lwolf.com
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MONTEREY COUNTY SUPPLEMENTAL DISCLOSURE

PROPERTY ADDRESS: 1591 Del Monte Blvd, Seaside, CA 93955

FUTURE DEVELOPMENT/REDEVELOPMENT

Buyer is advised to investigate and satisfy himself/herself of future development in the surrounding area that may affect the property.

CONSTRUCTION RESTRICTIONS

Seller and Buyer understand that the property may be subject to limitations and restrictions regarding house size, lot coverage, configuration, design, materials, environmental issues, future undergrounding of utilities, mandatory fire sprinklers, on-site water treatment systems (septic systems), sewer laterals, and other matters affecting home construction and/or modifications. Buyer is advised to confer with a local architect, contractor and planning officials regarding such restrictions and the present and future availability of permits for new construction, contemplated additions, or other remodeling projects.

VOLUME STANDARDS

The City of Carmel-by-the-Sea has a method of measuring the space in buildings using a volume calculation. A Buyer should consult the applicable sections of the Carmel City Code to determine how the calculation would apply to any changes or future development of the property.

CITY/COUNTY INSPECTIONS AND REPORTS

Prior to change of ownership, most cities within Monterey County require a city inspection and/or issuance of a city report (fees vary). For properties located in the unincorporated areas of Monterey County, a written report of permit history and violations is available for a fee.

CITY INSPECTIONS OF PROPERTIES/ERRORS AND OMISSION WARRANTIES

Several jurisdictions require point-of-sale inspections prior to closing of escrow. However, the jurisdictions do not warrant the results of the inspection. Subsequent inspections of a property previously cleared of code or permit issues may be required to abate newly noticed violations. The disclaimer received from a jurisdiction may contain language such as: “Prior inspection errors or omissions shall not prevent the City from abating any noted violations on the property against the seller, buyer or any subsequent owner.”

COASTAL ZONE POLICIES Several cities and areas of Monterey County are under the jurisdiction of the California State Coastal Commission which may have authority to

MONTEREY COUNTY SUPPLEMENTAL DISCLOSURE

approve or disapprove remodeling, building and development projects. The Buyer is therefore advised that they should satisfy themselves concerning a property's current zoning and if located in the Coastal Zone, any potential impacts Coastal Zone policies may have on the property.

PROPERTY RENTALS

Several cities and the County of Monterey have ordinances concerning short-term rentals. Generally, these ordinances are strictly enforced and **prohibit rentals of less than 30 days**. Home Owner Association ("HOA") and other local policies may impact the ability to rent condominiums or other residential structures.

Buyers should satisfy themselves regarding any and all local ordinances and policies, including if applicable, any HOA restrictions or policies, which may impact or restrict the renting of property.

HISTORICAL ASSESSMENT

Some jurisdictions in Monterey County may require a historical assessment regardless of the property's date of construction. Buyer is advised to consult with planning officials regarding a property's current or potential historical identification, and all regulations affecting such properties.

TREE HEALTH/PROTECTION/PRESERVATION

Most areas of Monterey County have tree protection/preservation regulations. Buyers should investigate those regulations before any tree is removed. The Buyer is advised that they should consult with a qualified arborist and satisfy themselves concerning any trees on the property and their health.

PRIVATE ROADS

Some properties may have access by a private road shared by two or more property owners. If applicable, the Buyer should determine if there is a recorded private road maintenance agreement and compliance. Buyer is also encouraged to investigate and assess the potential financial liability concerning the maintenance, improvement, replacement, and other costs and liabilities associated with private roads.

AIRPORTS/LAGUNA SECA RACEWAY

Monterey County is home to three airports currently in use. Those municipalities are Marina, Monterey and Salinas. Buyer should be aware of potential air traffic noise in these areas. Laguna Seca Raceway is the site of periodic major events, which may produce increased noise and/or traffic.

HIGHWAY AND LOCAL ROAD RELATED IMPROVEMENTS

Various local road and highway projects are undertaken periodically by local and state agencies. Buyer is encouraged to consult with appropriate agencies to determine any and all impacts those improvements may have on the subject property.

MONTEREY COUNTY SUPPLEMENTAL DISCLOSURE

NON-DOMESTICATED ANIMALS

Certain areas of Monterey County have experienced occasional intrusions of non-domesticated animals. Buyer is advised to consult with the city or county and/or an animal control professional for further information.

FORMER FEDERAL/STATE ORDNANCE LOCATIONS

Anyone purchasing property within one mile of a known former military training ground, such as Fort Ord, is advised of the potential presence of live ammunition/explosives.

AGRICULTURAL USES

Agriculture and related activities are a major industry in Monterey County. Buyer is advised that agricultural activities may take place that could affect adjoining areas.

BUFFER ZONES

Monterey County is proposing to establish buffer zones around active and closed landfills that would prohibit residential development within those zones, and limit residential building within buffer zones. Buyers should satisfy themselves of the potential for a property inside any buffer zones. Information can be obtained by phoning the Environmental Health Department at (831) 755-4542, or visiting the County website regarding this issue.

MOBILE PHONE/INTERNET SERVICE

Buyer understands that in some localities in Monterey County, cellular and internet service may be intermittent or unavailable.

FIRE SPRINKLERS

There is a history of recalled residential fire sprinklers in Monterey County. Buyers should satisfy themselves that any fire sprinklers installed on the property are in proper operating condition.

ONSITE WATER TREATMENT SYSTEMS (OWTS – SEPTIC SYSTEMS)

The Monterey County regulations regarding OWTS were changed in 2018. The new regulations could substantially increase the cost for repair or replacement of any septic system. Contact the Department of Environmental Health for details.

SEWER LATERAL INSPECTIONS

The Cities of Monterey, Pacific Grove and Carmel-by-the-Sea as well as other structures connected to the Carmel Area Wastewater District (CAWD) require point-of-sale sewer lateral inspections prior to the closing of escrow. Buyers are encouraged to check the local jurisdiction for sewer lateral inspection and replacement requirements.

PRIVATE WELLS

Depending on property location, certain governmental agencies have requirements for private wells. Buyer is advised to determine from the appropriate agency that all requirements for private wells on the property have been met. The buyer is strongly advised

MONTEREY COUNTY SUPPLEMENTAL DISCLOSURE

to satisfy themselves concerning the availability of water as well as the quality and quantity of water sourced from any domestic private well, whether planned or existing within Monterey County.

WATER RETROFIT REQUIREMENT

Every property (residential or commercial) in Monterey County that changes ownership is subject to the water retrofit requirements and a retrofit certification form must be completed and submitted to the proper water agency. Each of the three water districts has similar retrofit requirements (aimed at reducing household water consumption) and each district has its own water certification form. If the property is in the unincorporated area of the county (not within city limits) and you are unsure of which agency has jurisdiction, contact the Monterey Peninsula Water Management District at 831-658-5601 with the property's parcel number.

WATER AVAILABILITY

Water utilities and mutual water companies may periodically impose mandatory or voluntary cutbacks in service and/or increased fees, restrictions or moratoriums on building, remodeling or increased water use. Buyer is advised to contact the water company which serves the property, any appropriate governing water or planning agency, and/or the Department of Environmental Health for more information concerning the nature and extent of any current or anticipated water policies which may have an effect on the Buyer's general use, development and enjoyment of the property.

Buyer is advised that the California State Water Resources Control Board ("SWRCB") has adopted a Cease and Desist Order ("CDO") which includes enforcement action against California American Water ("Cal-Am") for failure to comply with Water Order 95-10 and Water Code section 1052. The Buyer is therefore advised that they should satisfy themselves concerning the CDO and other water related issues and how they may impact the property.

The Agents, Brokers and representatives for Buyers and Sellers are not responsible for actions taken by federal, state or local governing bodies and/or water suppliers that may result in restrictions to the availability of water to a property. Buyer and/or Seller should contact the appropriate governing or managing authority for current water availability.

SALT WATER INTRUSION Buyer is also advised that measurable amounts of salt-water intrusion have been

found in some of the County's underground water supply.

**MONTEREY COUNTY SUPPLEMENTAL DISCLOSURE
STATE AND LOCAL WATER AUTHORITIES AND PURVEYORS**

**CALIFORNIA COASTAL
COMMISSION**

45 Fremont St.
San Francisco, CA
94105(415)
904-5200

SWRCB

State Water Resources Control
Board
P.O. Box 100
Sacramento, CA 95812-0100
(916) 341-5300

**MARINA COAST WATER
DISTRICT**

11 Reservation Road
Marina, CA 93933
(831) 384-6131

ALCO WATER SERVICES

249 Williams Road
Salinas, CA 93905
(831) 424-0441

MCWRA

Monterey County Water Resources
Agency893 Blanco Circle
Salinas, CA 93901-4455
(831) 755-4860

MPWMD

5 Harris Court, Bldg. G
(P.O. Box 85) Monterey, CA 93942-0085
(831) 658-5601

**CALIFORNIA AMERICAN WATER
COMPANY**

511 Forest Lodge
Rd., #100Pacific
Grove, CA 93950
(831) 373-3051

CALIFORNIA WATER SERVICES COMPANY

254 Commission Street
Salinas, CA 93901
(831) 757-3644

**DISCLOSURE ON MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
COMPLIANCE**

The Monterey Peninsula Water Management District (MPWMD) imposes certain requirements on propertiesrelated to water fixtures. Buyers should investigate MPWMD requirements and inspection guidelines and satisfy themselves that they understand the requirements imposed by the MPWMD. Buyers should visit the MPWMD website at <http://www.mpwmd.dst.ca.us/> and call the MPWMD to satisfy themselves as to whetheran existing

MONTEREY COUNTY SUPPLEMENTAL DISCLOSURE

inspection is sufficient under MPWMD rules.s

The Agents, Brokers and representatives for Buyers and Sellers are not experts on MPWMD rules and regulations and make no representations as to how the information set forth on past or current inspections may or may not restrict the parties' ability to secure future permits or approvals related to the use of water, or number or type of water fixtures on the subject property. All applicable forms and certification instruments can be found on the Monterey Peninsula Water Management District's website or by calling them directly at: 831-658-5601.

NOT ALL-INCLUSIVE

This list is not all-inclusive and is subject to change. Buyer should investigate all factors pertinent to Buyer's decision to purchase whether that factor is listed in this disclosure or not. The Buyer is cautioned to verify that information pertinent to the purchase is current and accurate. The disclosures contained herein are a supplement to, and not a substitute for, all other disclosures required by law to be provided to Buyer

Buyer and seller acknowledge receipt of, and have read and understand, every page that makes up this supplemental disclosure.

BUYERS SIGNATURE

BUYER: _____ DATE: _____
City of Seaside Municipal Corp.

BUYER: _____ DATE: _____

SELLERS SIGNATURE

Signed by:
SELLER: Kazumi Shido DATE: 10/31/2024
Kazumi Shido

SELLER: _____ DATE: _____



STATEWIDE BUYER AND SELLER ADVISORY
(This Form Does Not Replace Local Condition Disclosures.
Additional Advisories or Disclosures May Be Attached)
(C.A.R. Form SBSA, Revised 6/24)

BUYER RIGHTS AND DUTIES:

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

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

SELLER RIGHTS AND DUTIES:

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

BROKER RIGHTS AND DUTIES:

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

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

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

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SBSA REVISED 6/24 (PAGE 1 OF 15)



STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 1 OF 15)

Paramount Properties, 888 Munras Ave., Ste 200 Monterey CA 93940
 Angela Iglesias

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 8313726050

Fax: 8313720468

www.lwolf.com

1591 Del Monte

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A. Investigation of Physical Conditions

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



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



to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in this area.

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



- 12. WELL AND WATER SYSTEM(S):** Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 13. WOOD DESTROYING PESTS:** Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 14. FIRE HARDENING, DEFENSIBLE SPACE, AND WILDFIRE DISASTERS:** California is subject to wildfires which have resulted in damage and destruction of many properties located in the state. Several recent state laws have mandated disclosures by sellers when selling properties in certain identified zones, such as "high" or "very high" fire severity zones. Additionally, state law mandates that sellers provide buyers with statements of compliance with local mandates if adopted by local agencies. The Property may be located in a high or very high fire severity zone. This may impact the availability of insurance and the ability to build or rebuild structures on the Property. Additionally, there may be requirements that certain fire prevention steps may be mandated. Information on fire hardening, including current building standards and information on minimum annual vegetation management standards to protect homes from wildfires, can be obtained on the internet website <http://www.readyforwildfire.org>. Cal Fire has made available a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. The viewer is available at <https://egis.fire.ca.gov/FHSZ/>. Below is a partial list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.
- A. California Department of Insurance ("Wildfire Resource") <http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm>; 1-800-927-4357
 - B. Governor's Office of Emergency Services ("Cal OES") California Wildfires Statewide Recovery Resources <http://wildfirerecovery.org/>
 - C. California Department of Forestry and Fire ("Cal Fire") <http://fire.ca.gov/> and <https://www.readyforwildfire.org/>
 - D. California Department of Transportation <https://calsta.ca.gov/>
 - E. California Attorney General <https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1>

Brokers do not have expertise in this area.

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

B. Property Use and Ownership

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



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

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



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

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

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

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



- 12. RENT AND EVICTION CONTROL LAWS AND ORDINANCES:** Buyer and Seller are advised that California and some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the costs to do so, and the consequences of terminating a tenancy unlawfully. Even if property that is currently vacant was previously tenant occupied, the termination of that previous tenancy may affect a buyer's rights such as the legal use of the property and who may occupy the property in the future. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or a qualified California real estate attorney during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 13. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS:** Buyer and Seller are advised that state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters, and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing or retrofitting low-flow toilets and showerheads, gas shut-off valves, fireplaces, and tempered glass. Further, there may be potential health impacts from air pollution caused from burning wood. Exposure to particulate matter from the smoke may cause short-term and long-term health effects. Buyers should consult with licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance. Brokers do not have expertise in this area.
- 14. SHORT TERM RENTALS AND RESTRICTIONS:** Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent-out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 15. VIEWS:** Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 16. SWIMMING POOL, SECURITY AND SAFETY:** Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms, pool covers, exit alarms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a non-invasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.
- 17. WATER SHORTAGES AND CONSERVATION:** Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.
- 18. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS:** Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in § 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyers are advised to discuss the matter with the appropriate entity and address the responsibility for payment in negotiations for the purchase agreement or amendment prior to removing contingencies. Some cities and other localities have begun, or have the intention to begin, the process of requiring the replacement of utility poles by requiring that utility lines be buried underground. These projects can result in special tax assessments and set-up costs that are imposed on individual property owners. Brokers do not have expertise in this area.



C. Off-Site and Neighborhood Conditions

1. **GOLF COURSE DISCLOSURES:** Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: (i) Stray golf balls – Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. (ii) Noise and lighting – The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. (iii) Pesticides and fertilizer use – A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. (iv) Irrigation system – Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. (v) Golf carts – Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. (vi) Access to golf course from residences – It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. (vii) View obstruction – Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. (viii) Water restrictions – As some municipalities face water shortages, the continued availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter. Brokers do not have expertise in this area.
2. **NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS:** Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions <http://www.faa.gov/uas/faqs/>). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at www.cahighspeedrail.ca.gov/. The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions. Brokers do not have expertise in this area.
3. **NEIGHBORHOOD NOISE SOURCES:** Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.
4. **SCHOOLS:** Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.
5. **UNDERGROUND PIPELINES AND UTILITIES:** Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's inspection contingency period. Brokers do not have expertise in this area.
6. **WILDLIFE:** California is the home to many species of wildlife. The location of homes in California continues to expand into areas that are the natural habitat of wildlife and the Property may be in such an area. Wildlife may become a nuisance especially if the availability of their natural sources of food or water is limited. Buyer should investigate the need to



implement mitigation measures at the Property including but not limited to the use of animal-resistant garbage containers, and other appropriate measures depending on the species and habitat involved. Brokers do not have expertise in this area.

7. **SEA LEVEL RISE/COASTAL PROPERTIES:** Sea level rise has the potential to affect coastal residents, recreation, and development. Coastal communities may or may not have addressed the potential impact. The following is a non-exclusive list of issues that may be impacted by sea level rise: (i) Shoreline, beach and bluff erosion, and flooding; (ii) The effectiveness of seawalls and bulkheads, whether built with or without permits; (iii) Seaward construction, development or improvement to existing structures; (iv) The enactment of geological hazard abatement districts and assessments; and (v) The location of the "mean high tide line" which is used to delineate shoreline boundaries for some coastal properties.

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

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

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

D. Legal Requirements (Federal, State and Local)

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



signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.

6. **FLOOD HAZARDS:** Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code § 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.
7. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <http://www.meganslaw.ca.gov/>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers, in any, are required to check this website. If Buyer wants further information, Buyer should obtain information directly from this website.) Brokers do not have expertise in this area.
8. **NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING:** Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following notice to the Buyer:

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

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

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

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

E. Contract Related Issues and Terms

1. **SIGNING DOCUMENTS ELECTRONICALLY:** The ability to use electronic signatures to sign legal documents is a great convenience, however Buyers and Sellers should understand they are signing a legally binding agreement. Read it carefully. Although electronic signature programs make it easy to skip from one signature or initial line to another, Buyers and Sellers are cautioned to only sign if they have taken the time necessary to read each document thoroughly, understand the entire document, and agree to all of its terms. Do not just scroll through or skip to the next signature or initial line, even if you have reviewed an earlier draft of the document. If you have questions or do not understand a provision, before you sign ask your Broker, Agent or legal advisor about the contract term and sign only if you agree to be bound by it. Some signature or initial lines are optional, such as for the liquidated damages and arbitration clauses. Consider your decision before signing or initialing. See below for more information on the liquidated damages and arbitration clauses. If there are more than one buyer or seller, each must sign or initial on their own. Do not sign or initial for anyone else unless you have a power of attorney for that person or are otherwise legally authorized, in writing, to



sign or initial for another. Print or electronically store a copy of the document for your own records. Brokers do not have expertise in this area.

2. **LIQUIDATED DAMAGES:** Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initiated by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form DID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.
3. **MEDIATION:** Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails. Brokers do not have expertise in this area.
4. **ARBITRATION:** Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.
5. **ESCROW FUNDS:** Buyer and Seller are advised that California Insurance Code § 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.
6. **HOME WARRANTY:** Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.
7. **IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS:**
The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require U.S. title insurance companies to identify the natural persons behind shell companies used to pay "all cash" for high- end residential real estate in certain major metropolitan areas. FinCEN explained that it remains concerned that all- cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies or other similar structures. Since the original issuance, the GTOs have been renewed and may continue to be renewed. The GTOs cover the following areas in California: Los Angeles, San Francisco, San Mateo, Santa Clara and San Diego Counties. The monetary thresholds for each county is \$300,000. GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.
8. **NON CONFIDENTIALITY OF OFFERS:** Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form CND). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller. Brokers do not have expertise in this area.
9. **ONLINE OR WIRE FUNDS TRANSFERS:** Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers,



verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

F. Other Factors Affecting Property

1. **COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES:** Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations § 1228 for more information and exceptions. Private transfer fees: (i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.
2. **GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION:** Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at <http://www.cpsc.gov/> during Buyer's inspection contingency period. Another source affiliated with the CPSC is <http://saferproducts.gov/> which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.
3. **HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL:** Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code §4745. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.

Although unenforceable, it is possible the CC&Rs, deed or other document on title may contain a covenant which at one time may have purported to discriminate against persons based on race, religion or other protected class or characteristics. You have the right to request the assistance of the title or escrow company to help you prepare a form which will be provided to the County and may result in the discriminatory language being removed from the public record. You may also get a notice informing you of these rights from the Broker or title or escrow company. For more information Buyer may request from Broker the C.A.R. Legal Quick Guide titled: "Agent Disclosure of Discriminatory Covenants Based on Actual Knowledge."
4. **LEGAL ACTION:** Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the



legal action to determine: (i) whether the legal action or any resolution of it affects Buyer and the Property, (ii) if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and (iii) if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters. Brokers do not have expertise in this area.

5. **MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA:** Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies, and it may or may not reflect the opinions or representations by the Broker. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.
6. **PACE LOANS AND LIENS:** The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on a property for the amount owed plus interest. A property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. Residential Purchase Agreement (C.A.R. Form RPA), whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.
7. **RE-KEYING:** All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA. Brokers do not have expertise in this area.
8. **SOLAR PANELS AND NET ENERGY METERING:** Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Sellers are required to provide material information about solar panels (C.A.R. form SOLAR may be used). Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyers willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Solar panel systems may have net energy metering. Payback rates from utilities to property owners with their own source of energy (such as rooftop solar panels) who contribute electricity back to the grid may change from those currently in place and may differ upon change of ownership in the property. Fees for new solar installation may be added or changed. Buyers should discuss with the applicable utility if applicable to the property. Brokers do not have expertise in this area.
9. **RECORDING DEVICES:** Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices. Brokers do not have expertise in this area.
10. **WOOD BALCONIES, STAIRS AND OTHER STRUCTURES:** Prior to January 1, 2025, and periodically thereafter, buildings with three units or more, may be required to obtain an inspection of exterior balconies, stairways, walkways, or decks that are supported



in whole or in substantial part by a wood or wood-based materials. For condos, the HOA will be responsible for the inspections per its governing documents. For other buildings, it is the owner's responsibility. An inspection report must be incorporated into a condo HOA's study of reserve account requirements. This could in turn affect lender certification requirements as well as future dues and assessments. A balcony report that identifies an immediate threat to the safety of the occupants will require the condo HOA or owner to prevent access to the balcony further impacting a property's marketability.

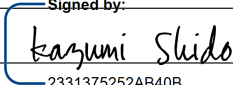
G. Local Disclosures and Advisories

LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

The following disclosures or advisories are attached:

- A. ☐ Monterey County Supplemental Disclosure.
- B. ☐
- C. ☐
- D. ☐

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

BUYER	City of Seaside Municipal Corp.	Date	
BUYER		Date	
SELLER	Signed by:  Kazumi Shido	Date	10/31/2024
SELLER	2331375252AB40B...	Date	





BUYER'S INVESTIGATION ELECTIONS No. 1

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

Property Address: 1599 Del Monte Blvd, Seaside, CA 93955

This form is intended for use between a buyer and buyer's broker. It does not alter the legal or contractual relationship between buyer and seller.

- A. IMPORTANCE OF PROPERTY INVESTIGATION:** Unless otherwise specified in the Agreement, the physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. A Broker's inspection is limited visual inspection (see C.A.R. Form AVID); a Broker is not qualified to conduct the inspections listed below nor will Broker conduct these inspections checked by Buyer. For these reasons, you should conduct thorough inspections, investigations, tests, surveys and other studies (Inspections) of the Property personally and with appropriate professionals (see C.A.R. Form BIA and SBSA) who should provide written reports of their Inspections. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If any professional recommends further Inspections, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional Inspections.
- B. BUYER RIGHTS AND DUTIES:** You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and to investigate and verify information and facts that you know or that are within your diligent attention and observation. The Agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of the Agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of Inspections with the professional who conducted the Inspection.
- C. BROKER ADVICE: YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
- IF ANY BOX BELOW IS CHECKED, BUYER AGREES TO PAY FOR THE SPECIFIED INSPECTION UNLESS OTHERWISE AGREED IN THE PURCHASE AGREEMENT. BUYER IS RESPONSIBLE FOR CHOOSING THE PROVIDER AND ORDERING THE INSPECTION. IF YOU DO NOT SPECIFICALLY REQUEST A PARTICULAR INSPECTION NOW, YOU MAY DO SO IN THE FUTURE, IN WRITING. HOWEVER, IF YOUR CONTRACTUAL INVESTIGATION PERIOD HAS EXPIRED, SELLER MAY NOT ALLOW THE INSPECTIONS AT THAT TIME.**
- D. BUYER INVESTIGATION:** Buyer represents and agrees that Buyer has independently considered the available Inspections and Investigations and AT THIS TIME has decided to order only those Inspections and Investigations checked below. Buyer may elect to change these elections during Buyer's investigation period. If Buyer does not investigate any of these items during the contractual investigation period, Buyer may lose the right to investigate these items later.

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

Buyer _____ City of Seaside Municipal Corp. Date _____

Buyer _____ Date _____

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BIE Revised 12/21 (PAGE 1 OF 1)



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

Paramount Properties, 888 Munras Ave., Ste 200 Monterey CA 93940
Angela Iglesias

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Phone: 8313726050

Fax: 8313720468

www.lwolf.com

1591 Del Monte



**NOTICE OF YOUR "SUPPLEMENTAL"
PROPERTY TAX BILL**
(C.A.R. Form SPT, 12/21)

Name of Buyer(s) City of Seaside Municipal Corp.

Property Address **1599 Del Monte Blvd**
Seaside , CA 93955

Pursuant to Civil Code § 1102.6c, Seller or his or her agent is providing this "Notice of Your 'Supplemental' Property Tax Bill":

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

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector.

If you have any question concerning this matter, please call your local Tax Collector's Office."

Buyer acknowledges Buyer has read, understands and has received a copy of this "Notice of Your 'Supplemental' Property Tax Bill".

Buyer _____ Date _____
City of Seaside Municipal Corp.

Buyer _____ Date _____

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SPT 12/21 (PAGE 1 OF 1)



NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL (SPT PAGE 1 OF 1)

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Angela Iglesias

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1591 Del Monte



PROPERTY VISIT AND OPEN HOUSE ADVISORY

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

RISKS OF VISITING AND VIEWING PROPERTIES

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

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

VISITOR City of Seaside Municipal Corp. Date _____
(print name) (signature)

VISITOR _____ Date _____
(print name) (signature)

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PVOH 6/20 (PAGE 1 OF 1)

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

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1591 Del Monte







CITY OF SEASIDE STAFF REPORT

Item No.: 7.E.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Thomas Korman, Public Works Director/City Engineer
Kirstin van Gend, Administrative Analyst II

DATE: December 19, 2024

**SUBJECT: ADOPT A RESOLUTION DECLARING THE ASBESTOS
ABATEMENT OF THE POLICE STATION AN EMERGENCY AND
APPROVING AN AGREEMENT FOR CONTRACTOR SERVICES
WITH MONTEREY ENVIRONMENTAL SOLUTIONS AND
SERVICES FOR AN AMOUNT NOT TO EXCEED \$64,687.00**

RECOMMENDATION

Adopt a resolution declaring the work an emergency and approving the contract with Monterey Environmental Solutions and Services

BACKGROUND

On December 8th, 2024, our sanitation department responded to a sewer mainline stoppage on a 12-inch sewer main located on Canyon Del Rey Boulevard. Our on-call staff arrived promptly at 1:30 p.m. and successfully cleared the blockage by 2:20 p.m. Unfortunately, this stoppage caused sewage to flood the downstairs area of City Hall, affecting the Police Department, with sewage emerging from all the floor drains in that department.

Upon receiving the call, staff immediately contacted our on-call property clean up services contractor to initiate cleanup services. Cleanup efforts included the removal of wet carpet and the vacuuming of standing water. The contractors also provided large air fans and dehumidifiers to expedite the drying process in the affected area. While the standing water was mostly vacuumed up, the contractor could not remove all the water from beneath the tiles and behind the sheetrock. As a result, the floor tiles and sheetrock will need to be removed to clean up the remaining water.

Asbestos testing was conducted, and all the flooring tiles and sheetrock tested positive for asbestos. Since our on-call contractor is not equipped to handle asbestos removal, a specialized company for hazardous material removal is required for the abatement. Given the emergency nature of this situation, we must proceed with the removal as soon as possible.

At the request of Public Works staff, Monterey Environmental Solutions and Services, located in Monterey, CA, submitted a Proposal for asbestos abatement of the Police Station. A proposal was submitted in the amount of \$64,687.00 and the staff has determined that the proposed scope of work and budget are reasonable.

ENVIRONMENTAL COMPLIANCE

The Project qualifies for a Class 1 Categorical Exemption pursuant to Section 15301 – Existing facilities (operation, repair, maintenance, leasing, etc.) of the California Environmental Quality Act State Guidelines because the scope of work to be conducted is an existing public facility with negligible expansion of the existing uses.

FISCAL IMPACT

There are sufficient funds in the Government Buildings Subcontracted Work fund (Account No. 100-8310-2073).

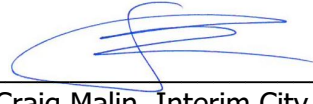
<u>Available Budget Account</u>	<u>Amount</u>
100-8310-2073	\$84,495.00
<u>Estimated Expenditures</u>	<u>Amount</u>
Not to Exceed Contract Amount	\$64,687.00
Contingency (10%)	<u>\$ 6,470.00</u>
Total	\$71,157.00

The Agreement for Contractor Services with Monterey Environmental Solutions and Services is for an amount not to exceed \$64,687.00. It is appropriate to establish a contingency of approximately 10%, equal to \$6,470.00, for a project of this type. The total required budget for the asbestos abatement is \$71,157.00.

ATTACHMENTS

1. Resolution
2. Contractor Services Agreement

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**DECLARING THE ASBESTOS ABATEMENT OF THE POLICE STATION AN
EMERGENCY AND APPROVING AN AGREEMENT FOR CONTRACTOR SERVICES
WITH MONTEREY ENVIRONMENTAL SOLUTIONS AND SERVICES FOR AN
AMOUNT NOT TO EXCEED \$64,687.00**

WHEREAS, On December 8, 2024, a sewer mainline stoppage caused sewage flooding in the downstairs are of City Hall, affecting the Police Department; and

WHEREAS, The City's on-call property clean up services contractor conducted immediate cleanup efforts including removal of wet carpet and vacuuming; and

WHEREAS, Removal of water from beneath tiles and behind sheetrock was not possible without further testing; and

WHEREAS, Asbestos testing of all flooring tiles and sheetrock was determined to be positive for asbestos; and

WHEREAS, A specialized company for hazardous material removal is required for the abatement; and

WHEREAS, Public Works staff requested Monterey Environmental Solutions and Services perform the emergency asbestos abatement for the City; and

WHEREAS, Monterey Environmental Solutions and Services submitted a proposal to perform the emergency asbestos abatement for the City in the amount of \$64,687.00; and

WHEREAS, the Public Works staff has determined that the proposed scope of work and budget are reasonable; and

WHEREAS, an amount of \$6,470.00 contingency, approximately 10% of the contract value, should be authorized on an as required basis; and

WHEREAS, there is sufficient funds in the Government Buildings Subcontracted Work fund (Account No. 100-8310-2073); and

WHEREAS, Public Works must make preventative and reactive asbestos abatement of the damaged flooring in the Police Station; and

WHEREAS, the project is categorically exempt per Section 15301 of CEQA because the project involves the repair and performance of Existing Facilities (operation, repair, maintenance, leasing, etc.) of the California Environmental Quality Act State Guidelines because the scope of work to be conducted is an existing public facility with negligible expansion of the existing uses; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby find the asbestos abatement work is an emergency because it is necessary to avoid danger to life and property; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute an Agreement for Contractor Services Monterey Environmental Solutions and Services for an amount not-to-exceed \$64,687.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute up to an additional 10% contingency for written amendments, extensions, and change orders to the Construction Services Agreement such that the full value may not exceed \$71, 157.00.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 19th day of December 2024, by the following vote:

AYES:	COUNCIL MEMBERS
NOES:	COUNCIL MEMBERS
ABSENT:	COUNCIL MEMBERS
ABSTAIN:	COUNCIL MEMBERS

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney



**CITY OF SEASIDE
AGREEMENT FOR CONTRACTOR SERVICES
EMERGENCY ASBESTOS ABATEMENT OF THE POLICE STATION**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of December 19, 2024, between the City of Seaside, a municipal corporation ("City") and Monterey Environmental Solutions and Services a Corporation, ("Contractor") whose current and valid Contractor's License #988797 – DOSH 1099, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on December 19, 2024 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit A**. **Exhibit A** may include any Scope of Work, Plans, Specifications and other related documents specific to the services to be provided by Contractor.

3. PERFORMANCE

a) Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

c) At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

EMERGENCY ASBESTOS ABATEMENT OF THE POLICE STATION

d) The Contractor will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

e) Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by Contractor or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section.

f) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

g) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Harassment in the workplace is not permitted in any form. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

h) Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit B** attached to and part of this To insure performance, Contractor and any sub-contractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the contract.

i) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Seaside in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City of Seaside will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

5. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Contractor is bound by the contents of the contents of the proposal submitted by the Contractor, **Exhibit B** hereto. In the event of conflict, this Agreement shall take precedence over those contained in the Contractor's proposals.

6. CITY MANAGEMENT

Public Works Director/City Engineer shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. City's City Manager, shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Contractor's compensation, subject to Section 5 hereof.

7. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **SIXTY FOUR THOUSAND SIX HUNDRED EIGHTY SEVEN DOLLARS (\$64,687.00)** which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Manager's contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

(c) Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

7. INSPECTION

City shall at all times have the right to inspect the work and materials. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

9. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

EMERGENCY ASBESTOS ABATEMENT OF THE POLICE STATION

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 5(c).

10. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

11. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at City of Seaside City Hall; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Seaside City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary

computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

12. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub-contractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in **Exhibit A** without the written consent of the Contractor.

(b) Indemnification for Other Than Professional Liability. Contractor shall indemnify defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

13. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and shall indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

14. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit B** attached to and part of this Agreement.

15. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or sub-contractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or sub-contractors of Contractor only and not of city. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

16. PREVAILING WAGE

The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing Wage Determinations made by the Director of Industrial Relations" (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. Changes, if any, to the general prevailing wage rates will be available at the same location.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). Records shall be made available to the City upon request for inspection or for copies thereof. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

The labor surcharge, equipment rental rates, and the delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."

17. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

18. CONFLICT OF INTEREST

Contractor shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub-contractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its sub-contractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or

property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

19. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

20. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

21. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:

City of Seaside
440 Harcourt Ave
Seaside, CA 93955
Attention: City Clerk

To Contractor:

Monterey Environmental Solutions and Services
8 Harris Court, Suite E6
Monterey, CA 93940

22. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

23. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

24. GOVERNING LAW

City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

25. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

26. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

27. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

28. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

29. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF SEASIDE

CONTRACTOR

Signature

Signature

By: _____
Name, Title

By: _____
Name, Title

Date: _____

Date: _____

Attachments: Exhibit A Scope of Work/Contractor Proposal
 Exhibit B Insurance Requirements

EXHIBIT A

SCOPE OF WORK/CONSULTANT PROPOSAL



Monterey Environmental Solutions and Services

8 Harris Court, Suite E6 | Monterey, CA 93940 | CA Lic 988797 - DOSH 1099 | | DIR # 1000035079 | 831-333-6431 | www.mess-cleanup.com

RECIPIENT:

MONTY MILLER

610 Olympia Ave.
Seaside, Ca 93955
Phone: 831-899-6827

SERVICE ADDRESS:

440 Harcourt Avenue
POLICE DEPARTMENT
Seaside, California 93955

Estimate #7949

Sent on	12/12/2024
Job Name	SEASIDE POLICE DEPARTMENT

Total	\$64,687.00
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Product/Service	Description	Total
Asbestos	MESS will establish a HEPA-filtered negative pressure containment system, complete with a decontamination chamber. All air vents, non-work areas, and T-bar ceilings will be covered and sealed using 6-millimeter polyethylene. The scope of work is outlined as follows: - Conduct 2-foot flood cuts throughout all areas indicated on the sketch provided by CPR, with a total removal of 1,474 square feet of material in affected areas. - Remove the affected flooring in areas highlighted by CPR on the sketch, totaling 2,625 square feet, which includes multiple layers. - Scrape off black mastic, two-dimensional, and subsequently encapsulate with a 32-32 bridging encapsulant. - Perform detailed HEPA vacuuming, clean all surfaces, and prepare for testing. ***Please email the following information to facilitate the uniform hazardous waste manifest required for your project: • Full name of the property owner, mailing address, and phone number • Tax ID if applicable (or EPA ID) • Name and contact number of the authorized individual to sign the manifest	\$50,937.00
ALTERNATE 1 NON-AFFECTED FLOORING	MESS will abate all flooring in areas non-affected total of 1115sqft of flooring multiple layers. -Scrape off black mastic adhesives 2D dimensional, encapsulate with 32-32 bridging encapsulate. Detail, HEPA vac and wipe all surfaces.	\$10,550.00
Includes	Containment, negative air machines, warning signs, materials, equipment, mobilization, and disposal fee's.	\$0.00
MBARD Permit	MBARD - 999-8000 SQFT. or greater of RACM debris. Monterey Bay Air Resource District Fee. 10 day waiting periods apply to all non emergency projects.	\$3,200.00*



Monterey Environmental Solutions and Services

8 Harris Court, Suite E6 | Monterey, CA 93940 | CA Lic 988797 - DOSH 1099 | | DIR # 1000035079 | 831-333-6431 | www.mess-cleanup.com

Product/Service	Description	Total
Manifest Fees	Regulated Asbestos Waste must now be manifested using the new E-Manifest Program, This requires the generator to register on the RCRA info web site as a generator and be able to sign E-Sign their manifest. The generator may choose MESS to act as a third party and complete the registration process for a fee. Please keep in mind that this process must be completed prior to the start of abatement, as no waste can be picked up/transported until this process has been completed.	\$0.00
Excludes	Water & electrical safe off's, Building and demolition permits, Post abatement air clearance testing and fees, temporary power & water, repairs or replacement of removed items, concrete saw cutting and contents manipulation.	\$0.00
Proposal and Payment Terms	PROPOSAL TERMS: All work shall be performed in accordance with state and federal regulations pertaining to abatement of hazardous materials, including transportation and disposal of waste. MESS carries liability, workers compensation, and auto insurance. The customer acknowledges that abatement requires the application of tape, and agrees that MESS will not be held responsible for tape damage, or for repainting. MESS shall not be responsible for weather protection, or for damages resulting from weather or vandalism. PAYMENT TERMS: Balance of contract price due and payable within 30 calendar days of completion of MESS's work. Unpaid monies shall be subject to a finance charge of 12% annually. The customer agrees to compensate MESS for any collection related costs, including reasonable attorney fees, if full payment is not made to MESS.	\$0.00

Total **\$64,687.00**

This quote is valid for the next 30 days, after which values may be subject to change.

* Non-taxable

Signature: _____ Date: _____

EXHIBIT B
INSURANCE REQUIREMENTS

EXHIBIT B

INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

A. CONTRACTOR shall provide the following types and amounts of insurance:

Without limiting CONTRACTOR's indemnification of AGENCY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required] CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that

will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Builder's risk insurance. Upon commencement of construction and with approval of AGENCY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the AGENCY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as

EMERGENCY ASBESTOS ABATEMENT OF THE POLICE STATION

Exhibit B

their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to AGENCY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to Agency to ensure adequacy of terms and sublimits and shall be submitted to the Agency prior to commencement of construction.

Other provisions or requirements

Proof of insurance. CONTRACTOR shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by AGENCY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR or AGENCY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, AGENCY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the AGENCY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

EMERGENCY ASBESTOS ABATEMENT OF THE POLICE STATION

Exhibit B

Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.

EMERGENCY ASBESTOS ABATEMENT OF THE POLICE STATION

Exhibit B

CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise requirements. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONTRACTOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.A.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: December 19, 2024

SUBJECT: **AN ORDINANCE APPROVING A ZONING ORDINANCE AMENDMENT (ZOA-24-02) TO ALLOW RESIDENTIAL AND MIXED USE PROJECTS IN THE COMMERCIAL MIXED USE (CMX) ZONING DISTRICT AND A ZONING MAP AMENDMENT (ZMA-24-02) TO CHANGE THE ZONING OF 942 HILBY AVENUE FROM COMMUNITY COMMERCIAL (CC) TO CMX. ZOA-24-02 IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15061(B) OF THE CEQA GUIDELINES. ZMA-24-02 IS CATEGORICALLY EXEMPT (CLASS 32) FROM CEQA PURSUANT TO SECTION 15332 OF THE CEQA GUIDELINES (SECOND READING - ROLL CALL VOTE)**

RECOMMENDATION

Adopt ordinance approving a Zoning Ordinance Amendment to allow residential and mixed use projects in the Commercial Mixed Use zone.

BACKGROUND

On December 7, 2023, consistent with California law, the City Council of the City of Seaside adopted a new 6th Cycle Housing Element for its General Plan. This Housing Element was then submitted to the California Department of Housing and Community Development (HCD), which certified that the Housing Element complied with California law. Included in the Housing Element Technical Appendix is a list of potential sites for housing development, including sites identified as having a potential for the development of low-income housing. This list of sites is referred to as the "Sites Inventory."

Among the requirements within the Housing Element is a requirement on Page 13

which reads as follows:

• Complete rezoning of sites inventory by the end of 2024 to implement the proposed Land Use policy. The rezoned sites will meet the requirements of Government Code 65583.2, including but not limited to a minimum density of 20 units per acre, minimum site size to permit at least 16 units on site, and zoned to allow ownership and rental housing by right in which at least 20 percent of the units are affordable to lower households. As part of the rezoning, appropriate income development standards (including but not limited to setbacks, lot coverage, height, and parking, among others) will be established to ensure the allowable maximum density of each zone can be achieved.

This Section indicates that all sites included in the sites inventory for low-income housing must be allowed by-right by the end of 2024. This means that they are approved by a ministerial permitting application (such as a Building Permit). This differs from a discretionary permit type, such as a Use Permit. Discretionary permits are required to undergo public notification, potential public hearings, and are only approved once certain findings are made. Ministerial applications are reviewed only by staff, and are automatically approved without public notification if the proposal complies with all applicable codes.

Most of the sites identified in the Sites Inventory for low-income households are in high-density residential zones. These zones allow residential uses by right and meet the density requirements specified in the Housing Element. No action is required on those properties.

Two properties included in the Inventory are not located in residential zones. The first of these is located at 1130 Broadway Avenue and is located in the Commercial Mixed-Use (CMX District). Within the CMX District, residential and mixed use residential projects at the required densities are allowed. However, they are not allowed "by-right," as the projects currently require a Use Permit or Minor Use Permit, which are both discretionary permits. The second of these is located at 942 Hilby Avenue and is located in the Community Commercial (CC) Zoning District. Within the CC District, residential projects may be considered at the allowable densities as a part of a mixed-use project. However, these projects are not allowed by-right. Furthermore, stand-alone residential projects are prohibited.

In order to meet the requirements of the Housing Element, staff is recommending adoption of the attached Ordinance to do the following:

- 1) Amend the Zoning Ordinance to make residential projects (both stand-alone and mixed use) a Permitted (ie "by-right") use in the CMX Zoning District. The development requirements for any projects considered within the CMX Zoning District would not be changed - only the process by which they are considered would be different.

Therefore, this change would not have any effect upon the potential for development of parcels within the CMX District.

2) Rezone 942 Hilby Avenue from CC to CMX. Currently, stand-alone residential uses are prohibited in the CC District. Changing the Ordinance to allow residential development by right in the CC District would also allow residential development in all other properties in the CC District. This would have unknown effects and would require more extensive study to examine potential impacts. By rezoning 942 Hilby to CMX, residential development would be allowed by right on the parcel if the aforementioned Zoning Ordinance Amendment is also adopted. Although there are no adjacent CMX parcels, the rezone can be justified as the new General Plan identifies the property as having the Mixed Use - High land use designation. Therefore, rezoning the property to CMX would be more consistent with the City's General Plan than the current CC Zoning.

Taken together, these two items would bring the City into compliance with the provision of the Housing Element identified above.

The Planning Commission reviewed these items on November 13, 2024, and recommended that the City Council approve the proposed Zoning Ordinance Amendment and Zoning Map Amendment.

The Zoning Ordinance Amendment is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b) of the CEQA Guidelines as the proposed changes only alter the review process for residential projects within the CMX District and there will be no changes to the allowable land uses or development regulations at any location within the City. The proposed Zoning Map Amendment is Categorically Exempt from CEQA pursuant to Section 15332 of the CEQA Guidelines.

FISCAL IMPACT

This Item would not have any financial impact.

ATTACHMENTS

1. Proposed Ordinance ZOA-24-02 ZMA-24-02 2024-12-19

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

ORDINANCE NO. _____

AN ORDINANCE APPROVING A ZONING ORDINANCE AMENDMENT TO ALLOW RESIDENTIAL AND MIXED USE PROJECTS AS PERMITTED USES IN THE COMMERCIAL MIXED-USE (CMX) ZONING DISTRICT AND A ZONING MAP AMENDMENT TO CHANGE THE ZONING OF 942 HILBY AVENUE (ASSESSOR'S PARCEL NUMBER 012-371-062-000) FROM COMMUNITY COMMERCIAL (CC) TO CMX

WHEREAS, on December 7, 2023, the Seaside City Council adopted a new Housing Element for the Seaside General Plan; and

WHEREAS, pursuant to State requirements, the City identified several properties throughout the City that were found to be suitable for development of low-income residential projects (hereafter referred to as the "Sites Inventory"); and

WHEREAS, page 13 of the adopted Housing Element indicates that the City must rezone parcels within the Sites Inventory to allow residential development "by right" by December 31, 2024; and

WHEREAS, the Sites Inventory includes one site (1130 Broadway Avenue) within the Commercial Mixed Use (CMX) Zoning District and one site (942 Hilby Avenue) within the Community Commercial (CC) Zoning District; and

WHEREAS, the CMX Zoning District allows residential development for both stand-alone and mixed-use residential development through a discretionary process, and the CC Zoning District prohibits stand-alone residential development and allows mixed-use residential development as a discretionary process; and

WHEREAS, modifying the CMX District to allow stand-alone and mixed-use development "by right" would not change any of the allowable land uses or development standards specified in the Zoning Ordinance; and

WHEREAS, on May 16, 2024, the Seaside City Council adopted a comprehensive General Plan update, which changed the land use designation of the property located at 942 Hilby Avenue (Assessor's Parcel Number [APN] 012-371-062-000) from Community Commercial to Mixed Use – High; and

WHEREAS, rezoning the property located at 942 Hilby Avenue to CMX would be consistent with the City's General Plan; and

WHEREAS, if the Zoning Ordinance is modified to allow residential development in the CMX District as a by-right use, and 942 Hilby Avenue is

rezoned to CMX, then all sites included in the Sites Inventory will allow residential development by-right; and

WHEREAS, on November 13, 2024, the Planning Commission of the City of Seaside held a duly noticed public hearing and voted to recommend that the City Council approve the proposed Zoning Ordinance Amendment and Zoning Map Amendment; and

WHEREAS, the proposed Zoning Ordinance Amendment is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b) of the CEQA Guidelines as the proposed changes only alter the review process for residential projects within the CMX District and there will be no changes to the allowable land uses or development regulations at any location within the City; and

WHEREAS, the proposed Zoning Map Amendment is Categorically Exempt from CEQA pursuant to Section 15332 of the CEQA Guidelines.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEASIDE:

SECTION 1. The City Council hereby finds and determines the foregoing recitals, which are incorporated herein by reference, are true and correct.

SECTION 2. Section 17.14.030.B of the Seaside Zoning Ordinance is hereby amended to reflect the changes identified in the attached Exhibit "A."

SECTION 3. The Zoning Map of the City of Seaside is hereby amended to change the Zoning District of APN 012-371-062-000 from CC to CMX as shown in the attached Exhibit "B."

SECTION 4. If any provision, section, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, or the application thereof to any person or circumstance 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 Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 5. This Ordinance shall become effective thirty days following adoption.

INTRODUCED at a regular meeting of the City Council of the City of Seaside, State of California, held on the 5th day of December 2024.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, held on the ____th day of _____ 2024 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon,
City Attorney

Attach: Exhibit "A" – Proposed Zoning Ordinance Amendment
 Exhibit "B" – Proposed Zoning Map Amendment

Exhibit “A”

Table 2-4 of Section 17.14.030.B of the Seaside Zoning Ordinance is hereby amended as follows:

Land Use	CMX	CC	CRG	CA	CH	Specific Use Regs
Multi-family Housing	UP	-	-	-	-	17.52.180
Mixed use project with a residential component	MUP	UP	UP	-	-	17.52.160

Exhibit "B"

