

VISTA FIRE PROTECTION DISTRICT

Board of Directors

AGENDA

Meeting Location

“Smart Space” Office Center
450 South Melrose Drive
Vista, CA 92081



Regular Meeting

Wednesday, February 8, 2023

10:00 A.M.

Americans with Disabilities Act: If you need special assistance to participate in this meeting, please contact the Board Clerk 760-688-7588. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

Rules for Addressing Board of Directors: Members of the audience who wish to address the Board of Directors are requested to complete a form near the entrance of the meeting room and submit it to the Board Clerk. Any person may address the Board on any item of Board business or Board concern. The Board cannot act on any matter presented during Public Comment, but can refer it to staff for review and possible discussion at a future meeting. As permitted by State Law, the Board may act on matters of an urgent nature or which require immediate attention.

Agendas: Agenda packets are available for public inspection 72 hours prior to scheduled meetings posted on the District’s website www.vistafireprotectiondistrict.org or by contacting the Clerk of the Board at krannals@vistafpd.org

BUSINESS SESSION – REGULAR AGENDA

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. MOTION WAIVING READING IN FULL OF ALL RESOLUTIONS/ORDINANCES
4. OPEN DISCUSSION WITH THE BOARD (Public Comment)
The Board invites District residents and others in attendance to address the Board on any matter of public concern related to the District’s business.

All items listed on the Consent Calendar are considered routine and will be enacted by one motion without discussion unless Board Members, Staff or the public requests removal of an item for separate discussion and action. The Board of Directors has the option of considering items removed from the Consent Calendar immediately or under Continuing Business.

5. CONSENT CALENDAR
 - a. Board of Directors Minutes
Approve the Board of Directors minutes of January 11, 2023
 - b. Payroll Register
Approve Payroll paid on February 7, 2023 \$7,081.25
Approve Payroll Taxes paid on paid on February 7, 2023 \$541.72
\$7,622.97

- c. Accounts Payable
Approve Accounts Payable Check 4022 thru 4030 to be paid February 8, 2023 \$9,133.23
Auto withdrawal(s) paid on February 1, 2023 \$802.95
\$9,936.18
- d. Receive and File - Information
 - i) Fire Department Reports
 - (1) *District Fire Inspector*
 - (2) *Fire Marshal*
 - (3) *Fire Chief*
 - (4) *Fire Department Performance Report – November – December 2022*
- e. Ad Hoc Committee Reports
 - i) *Community Wildfire Protection Plan*
- f. Administrative Manager’s Report
- g. Finance
 - i) Profit & Loss Statement – January 31, 2023
 - (1) General Fund
 - (2) Fire Mitigation Fund
 - ii) Balance Sheet (Combined) – January 31, 2023
 - (1) General Fund & Fire Mitigation Fund

- 6. ORAL REPORT(s)
 - a. Fire Chief/Deputy Chief
 - b. Fire Marshal
 - c. Administrative Manager
 - d. Legal

- 7. CONTINUING BUSINESS
 - a. Resolution No. 2023-02 - Eighth Supplemental Agreement
To discuss and/or adopt Resolution No. 2023-02 – *entitled* A Resolution of the Board of Directors of the Vista Fire Protection, County of San Diego, California, Approving Eighth Supplemental Agreement between the Vista Fire Protection District, and the City of Vista for Fire Inspection Services. [Staff Report 23-03](#)
Action Requested: **Adopt**
 - b. Sixth Supplemental Agreement
To discuss and/or provide an update regarding the potential overpayment of costs paid by the Vista Fire Protection District and The City of Vista for Fire Inspection Services.
Action Requested: **Information/Direction**

- 8. NEW BUSINESS
 - a. Resolution No. 2023-03
To discuss and/or adopt Resolution No. 2023-03 – *entitled* A Resolution of the Board of Directors of the Vista Fire Protection District Approving the Sale of Surplus Real Property Located at 2319 Panoramic, Vista, California, 92084 to Buyers Praveen Kumar Koratala and Sree Lakshmi Koratala.
Action Requested: **Adopt**
 - b. Annual Weed Abatement Letter
The Fire Marshal will discuss and solicit feedback from the Board for the annual weed abatement letter proposed to be sent to property owners within the Fire District. [Staff Report 23-04](#)
Action Requested: **Information and/or direction**

c. Board Policies

To discuss and/or approve the following board policies:

1. 1050 – Training, Education, Conferences
2. 1051 – Reimbursement Policy – Travel and Expenses

ACTION REQUESTED: **Approve**

d. Budget Authorization(s)

i) To discuss and/or approve contract for Managed Technology Services with RGM Consulting and authorize expenditure [Staff Report 23-05](#)

ACTION REQUESTED: **Approve**

ii) To discuss and/or approve contract for website update and refresh with RGM Consulting and authorize expenditure [Staff Report 23-06](#)

ACTION REQUESTED: **Approve**

iii) To discuss and/or approve expense to Aztec Landscaping to repair the drainage along emergency access roads [Staff Report 23-07](#)

ACTION REQUESTED: **Approve**

9. DIRECTORS' ANNOUNCEMENTS & WRITTEN COMMUNICATIONS

Directors are invited to make announcements and share written communications.

10. MOTION FOR ADJOURNMENT

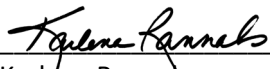


VISTA FIRE PROTECTION DISTRICT
Board of Directors Regular Meeting Agenda
Wednesday, February 8, 2023 10:00 am PT

CERTIFICATION OF POSTING

I certify that on February 3, 2023 a copy of the foregoing agenda was posted on the District's website and near the meeting place of the Board of Directors of Vista Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on February 3, 2023



Karlena Rannals
Board Clerk



VISTA FIRE PROTECTION DISTRICT
Regular Board of Directors Meeting
Minutes – January 11, 2023

These minutes reflect the order in which items appeared on the meeting agenda and do not necessarily reflect the order in which items were considered.

REGULAR AGENDA

President Elliott called to order the regular meeting of the Vista Fire Protection District Board of Directors at 5:00 PM at the “Smart Space” conference room located at 450 South Melrose Drive, Vista CA.

1. Pledge of Allegiance

Director Gomez led the assembly in the Pledge of Allegiance.

2. Roll Call

Directors Present: Elliott, Fougner, Gomez, Miller, Ploetz (*arrived at 5:01*)

Directors Present via Zoom: None

Directors Absent: None

Staff Present: Karlena Rannals, Administrative Manager, and Fred Pfister, Legal Counsel

3. Motion waiving reading in full of all Resolutions/Ordinances

MOTION BY DIRECTOR GOMEZ, SECOND BY DIRECTOR MILLER, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to waive reading in full of all resolutions and/or ordinances.

4. Open Discussion with the Board (Public Comment)

No one requested to speak to the Board. President Elliott reported that the following students from Rancho Buena Vista High School were in attendance as a requirement of their Economics Class:

1. Zak Montero
2. Edwin Jimenez

5. Consent Calendar

MOTION BY DIRECTOR PLOETZ, SECOND BY DIRECTOR MILLER, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the consent calendar, with the removal of Item 5.c. – Accounts Payable.

a. Board of Directors Minutes

- i. Board of Directors minutes of December 14, 2022

b. Payroll Register

- i. Payroll Checks 4010 thru 4014 paid on December 31, 2022 \$4,957.50
- ii. Payroll taxes paid on December 31, 2022 379.26

Total \$5,336.76

d. Receive and File

- i. Fire Department Reports
 1. District Fire Inspector’s
 2. Fire Marshal
 3. Fire Chief
 4. Fire Department Performance Report – November 2022

- e. *Ad Hoc Committee Reports*
 - i. Community Wildfire Protection Plan
- f. *Administrative Manager's Report*
- g. *Finance*
 - ii. Investment Portfolio Summary – December 31, 2022

Director Fougner requested to discuss the Accounts Payable – specifically the invoice payable to the City of Vista. While he acknowledges that the amount invoiced is correct, he would like to see some type of certification that the amounts invoiced by the vendor is correct. In particular, since the District sends large sums of money for payment of emergency services. Staff agreed to develop a certification form to include with the accounts payable summary sheet to ensure board members the amounts paid are accurate.

MOTION BY DIRECTOR MILLER, SECOND BY DIRECTOR PLOETZ, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve Consent Calendar, Item 5.c. – Accounts Payable.

6. Oral Report(s)

- a. *Fire Chief/Deputy Chief* – Deputy Chief Usher was unable to attend; however, Ms. Rannals announced on behalf of Chief Usher that the interim Fire Chief had been selected. He name is Chief Roy Palmer who spent the majority of his career in Oregon working his way up from Firefighter, and retired as their Fire Chief. His hire date is effective January 17, 2023.
- b. *Fire Marshal* – Chief Usher was unable to attend
- c. *Ad Hoc Committee Reports*
 - i. Community Wildfire Protection Plan – Director Ploetz reported that a meeting is planned with Chief Usher later in the month
 - ii. Emergency Access Roads – no report
- d. *Administrative Manager – Ms. Rannals*
 - i. She reminded board members to complete the ethics training and provide her a copy of the certificate of completion.
 - ii. She requested that the required harassment training be completed by February 28, 2023.
 - iii. All board members should anticipate a notice from the County of San Diego about the required Form 700 filing around February 1st
 - iv. Effective with tax apportionment #6 (January 2023), the County will deposit the tax proceeds directly to the County pool, instead of Wells Fargo. This will allow the funds to accrue at a higher interest rate until paid.
 - v. Services for Ms. Joan Thurman (the District's former CPA) are planned for January 28, 2023.
- e. *Legal - Mr. Pfister* – no report

7. Public Hearing

- a. *Ordinance No. 2023-02*

President Elliott opened and closed the public hearing. Ms. Rannals informed the Board that no written comments were submitted.

8. Continuing Business

a. *Ordinance No. 2023-02*

Ms. Rannals informed the Board that no changes were made to the ordinance since its introduction at the December meeting. This ordinance establishes the collection of fees for services provided. It is congruent with the City of Vista fee schedule. She reports that the Ordinance would become effective February 26, 2023.

MOTION BY DIRECTOR MILLER, SECOND BY DIRECTOR PLOETZ, to adopt Ordinance No. 2023-02 *entitled* An Ordinance of the Board of Directors of the Vista Fire Protection District Adopting Fees for Service by Reference to the California Health and Safety Code Section 13916 and Section 13919 and approved on the following roll call vote:

AYES:	Elliott, Fougner, Gomez, Miller, Ploetz
NOES:	None
ABSTAIN:	None
ABSENT:	None

President Elliott requested that the board clerk publish a *Notice of Ordinance Adoption* pursuant to all applicable codes.

b. *Eighth Supplemental Agreement*

President Elliott reports that this matter will be deferred to the next meeting, since Deputy Chief Usher was unable to attend.

c. *Sixth Supplemental Agreement*

President Elliott reports that this matter will be deferred to the next meeting, since Deputy Chief Usher was unable to attend. However, he reported that he and Director Fougner had a constructive conversation discussing the potential overpayment for services. Chief Usher has some ideas on how to resolve the matter.

9. New Business

a. *Resolution No. 2023-01*

Ms. Rannals reported that the resolution submitted for consideration changes the regular meeting time for the Board of Directors meetings. The new meeting time will be at 10 am, continuing on the second Wednesday of each month.

MOTION BY DIRECTOR MILLER, SECOND BY DIRECTOR GOMEZ, to adopt Resolution No. 2023-01 *entitled* A Resolution of the Vista Fire Protection District Establishing Time and Placer of Regular Meetings, Holiday and Emergencies and approved on the following roll call vote:

AYES:	Elliott, Fougner, Gomez, Miller, Ploetz
NOES:	None
ABSTAIN:	None
ABSENT:	None

b. *Changes to Remote Meeting Procedures and Brown Act Update*

Mr. Pfister summarized his memorandum included in the meeting packet. He informed the Board that the Board has two options, 1) conduct a remote meeting in the way they were held before COVID-19; or 2) hold a remote meeting under the new requirements of AB2449. Should the Board decide to adopt a resolution to hold a meeting under the new requirements (AB2449) there are costs implications as the procedure entails that the agenda under this option must contain the address of the physical location within the District where at least three (3) Directors will meet, and it must also contain the dial-in information for the audiovisual platform (e.g., "Zoom"). This option offers the opportunity for public participation.

The Board requested that the Administrative Manager research the pros and cons, cost and complications of implementing the requirements of AB 2449. She will target a report back to the Board for the March meeting.

c. *Budget Authorization*

Ms. Rannals summarized the staff report provided. She reports that as a member of the California Special District Association, she learned of the CSDA's Special District Leadership Academy that will be held in La Quinta, CA. She reports that since the conference was not budgeted, she needed approval for staff and board members to attend and authorize the expenditures. The Board discussed the benefits of attending and agreed to support the training.

MOTION BY DIRECTOR MILLER, SECOND BY DIRECTOR GOMEZ, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the attendance and expenditures for up three participants (two board members and the Administrative Manager) to attend the CSDA's Special District Leadership Academy Conference that will be held at the Embassy Suites La Quinta Hotel & Spa February 26 – March 1, 2023.

d. *Call for Nominations*

President Elliott reviewed the letter from LAFCO soliciting interest from any board member interested in submitting their name as a candidate to serve on the LAFCO Board of Directors. No board member expressed any interest to self-nominate. There was no action taken.

10. Directors' Announcements & Written Communications

Director Miller: informed the Board that thru conversation with the Administrative Manager, she has suggested that any board member interested in a "field trip" to the 9-1-1 center (North County Dispatch JPA) in Rancho Santa Fe she can arrange for a tour. During the discussion, four board members expressed their interest and the Administrative Manager will make arrangements for two tours (two board members each) and target March 2023.

Director Gomez: announced that he will not be able to attend the February meeting due to a planned vacation.

10-minute recess

11. Closed Session

Pursuant to the following section, the board met in closed session from 6:51 – 7:55 pm to discuss the following:

Conference with negotiators for the following real property (\$54956.8)

2319 Panoramic, Lot 1, Vista

Negotiating Parties: Jim Elliott, Director; Read Miller, Director

Under Negotiation: Both Price and Terms of Payment

All board members listed and Karlena Rannals, Administrative Manager, Fred Pfister, Legal Counsel and Stephanie Cavanaugh, Realty Masters participated in this discussion.

Upon reconvening, the District's attorney Mr. Pfister announced that that a counter offer for the property at 2319 Panoramic, Lot 1, Vista approved and direction was given to the negotiating parties and the broker. The motion was made by Director Gomez, second by Director Ploetz, CARRIED 4/1 (Miller).

12. Motion for Adjournment

MOTION BY DIRECTOR GOMEZ, SECOND BY DIRECTOR ELLIOTT, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to adjourn at 7:59 pm.


Karlana Rannals
Board Clerk

James F. Elliott
President

**VISTA FIRE PROTECTION DISTRICT
PAYROLL REGISTER - JANUARY 2023 (Paid 02/07/23)**

Payment No.	Name	Gross
Direct Deposit	Rannals, Karlena	\$ 7,081.25
		<u>\$ 7,081.25</u>
	Employer Payroll Taxes	
	Federal (Social Security/Medicare)	\$ 541.72
	State	<u>\$ -</u>
		<u>\$ 7,622.97</u>

VISTA FIRE PROTECTION DISTRICT
ACCOUNTS PAYABLE
January 31, 2023

COMMITTEE ASSIGNED	Check #	PAYEE & ADDRESS	DESCRIPTION	AMOUNT
Admin	Auto Withdrawal	SmartSpace Vista (c/o SVN Vanguard) 4455 Murphy Canyon Road, Ste 200 San Diego, CA 92123	Space Rent - January 2023 <i>Paid 01-03-2023</i>	\$802.95
			Accounts Payable (Auto withdrawal)	\$802.95
Admin	4022	ACAL ENGINEERING & SURVEYING, Inc. 211 Main St., Ste 205 Vista, CA 92084	Recover and flag existing boundary monuments	\$500.00
Facilities	4023	AZTEC LANDSCAPING 7980 Lemon Grove Way Lemon Grove, Ca 91945	EMERGENCY ACCESS ROADS, INV# L2512 PAR VALLEY, FABRY LANE, CATALINA & DEEB HARDELL LANE, EL PASO ALTO, January 2023	\$2,082.00
Fin 'l	4024	C.J. Brown & Company CPAs 10805 Holder Street, Suite 150 Cypress, CA 90630	Preparation & Filing State Controller's Report (FY22)	\$500.00
Admin	4025	CSDA-San Diego Chapter (Treasurer) 505 Garrett Avenue Chula Vista, CA 91910	Dinner Meeting Registration Ploetz/Rannals	\$120.00
Admin	4026	KARLENA RANNALS	Reimbursement Office Set Up & Supplies	\$1,933.23
Fin 'l	4027	LITTLE YELLOW BUDDIES 13615 Fairlane Road Valley Center, CA 92082	Serviced Hydrants - Qty 120	\$3,240.00
Admin	4028	PANORAMIC ESTATES ROAD MAINTENANCE 2410 Panoramic Drive Vista, CA 92084	2023 Road Maintenance Payment 2023 Road Maintenance Payment	\$395.00
Admin	4029	ROBERT FOUIGNER	Reimbursement Microsoft Office Subscription	\$288.00
Admin	4030	STREAMLINE P.O. Box 207561 Dallas, TX 75320-7561	Monthly Billing for Webhosting INVOICE # 67009CA4-0027	\$75.00
			Accounts Payable (Checks)	\$9,133.23
Admin		PAYROLL: See Payroll Register	Employee & Directors	\$7,081.25
Fin 'l	Auto Withdrawal	U.S. TREASURY (PAYROLL TAX)	FEDERAL FORM 941-EFT VIA EFTPS-DEPOSIT	\$541.72
			January Payroll Total	\$7,622.97
			Total District Expenses - January 2023	\$17,559.15
		Director	DATE: February 08, 2023	
		I have reviewed the Accounts Payable and have determined that sufficient funds are available. The accounts payables listed are typical in nature for the VFPD.		
				
		Administrative Manager	DATE: February 08, 2023	

TO: BOARD OF DIRECTORS
FROM: CRAIG USHER, DEPUTY CHIEF / FIRE MARSHAL
SUBJECT: MONTHLY ACTIVITY REPORT – FIRE
DATE: FEBRUARY 03, 2023



Monthly Activity Summary (January 1 – 31, 2023)

The following highlights the work activities for the reporting period:

1. Evaluated all emergency roads.
2. Inspected parcels and issued 0 hazardous fire area inspection notices.
3. Had 6 face-to face opportunities out in the field and provided 0 *Living with Wildfire* brochure.
4. Received a few public service requests that resulted in no field visits.
5. Replaced no fire lane signs, found 1 Hazard sign with graffiti.

Future Activity

1. Assess all district emergency roads.
2. Continue assessing fire hazard threats in the Vista Fire Protection District.
3. Engage district residents in the field and answer their fire department related questions.
4. Quickly respond to all citizen service requests regarding any hazardous conditions.
5. Replace faded or illegible "Fire Lane" signs and document their location.
6. Continue to monitor emergency response map book and GIS software tool inconsistencies.

TO: BOARD OF DIRECTORS
FROM: CRAIG USHER, DEPUTY CHIEF
SUBJECT: MONTHLY ACTIVITY REPORT – FIRE MARSHAL
DATE: FEBRUARY 03, 2023



Monthly Activity Summary (January 1 – 31, 2023)

The following highlights the work activities for the reporting period:

1. Projects: No new projects of note
2. Weed abatement forced clearing completed (9).
3. Fire Code adoption by San Diego County for Board of Supervisors to be heard February 2023, will go into effect in March/April 2023.
4. New Cal – Fire Hazard maps released—comment period extended.
5. Vandalism to gate/chain at El Paso Alto gate repaired.
6. Some signs showing fading/vandalism.



Future Activity

1. District inspector duties discussion-February 2023 meeting, staff to discuss based on newest contract amendment.

TO: BOARD OF DIRECTORS
FROM: CRAIG USHER, DEPUTY CHIEF
SUBJECT: MONTHLY ACTIVITY REPORT – FIRE CHIEF’S REPORT
DATE: FEBRUARY 08, 2023



Monthly Activity Summary (January 1 – 31, 2023)

The following highlights the work activities for the reporting period:

1. Two firefighter/paramedics finishing background check, anticipate marc to start internal academy.
2. One new fire inspector started on Feb. 6, 2023. We anticipate a second one to start in early March.
3. Inspectors, one resigned, one on leave.
4. City Manager—Round one interviews conducted, process moving forward.
5. Fire Chief—Interim Chief Roy Palmer started Jan. 17th, please see brief intro below. Full time position- No updates.
6. Station 3—Design team completed plan for offsite work. We have a meeting in February to review rough preliminary drawings. If possible, drawing to be displayed at March meeting.



Roy Palmer joined the fire service in Roseburg, Oregon in 1973, after discharge from the USAF. He began his fire career working for Douglas County Fire District #2, where he spent 24 years working through the ranks to become Assistant Chief Fire Marshal. In 1996 he became the fire chief at Polk County Fire District #1, in Monmouth, Oregon, retiring in 2001. After retirement he continued his fire service as a consultant with ESCI out of Portland, Oregon, traveling around the US, doing mostly organization analysis. He started working for Special Districts of Oregon as a senior consultant in 2008, where he continued doing organization analysis, as well as serving as interim fire chief for a number of organizations.

Roy is married to Janet, his wife of 30 years. He has two grown sons and 6 grandchildren, all living in Oregon. He has officiated football at the high school level for 47 years, serving as commissioner for the last 18 years. In his spare time, he can most often be found on the golf course.



November 2022 Monthly Incident Report

1. Monthly Activity Report
 - A. Response Travel Time Report: Total calls of 1,321 of which 1,098 were counted in the response summary. Calls not counted in the Response Travel Time Report include:
 1. Non-priority responses
 2. Cancelled while responding
 3. Staged for sheriff.
 4. Responding to another jurisdiction for Automatic/Mutual Aid.
 5. No 'on scene' MST by responding apparatus.
 - B. USR 5 year monthly comparison City and District *
2. Response Time Chart
3. Total Response time >10 minutes in Fire District

SW Nov 2022 Cover



Monthly Activity Report

November 2022

Response travel time last month (cad)			
	Total	City	District
Number of incidents	1,033	884	149
Number of urgent calls	848	733	115
Average travel time *	4:45	4:36	5:40
75 th fractal travel time *	5:42	5:35	7:10
90 th fractal travel time *	8:30	8:08	10:29

Response travel time last 12 months (cad)			
	Total	City	District
Number of incidents	13,002	11,098	1,904
Number of urgent calls	9,723	8,388	1,335
Average travel time *	4:27	4:17	5:29
75 th fractal travel time *	5:24	5:10	6:37
90 th fractal travel time *	7:32	7:07	9:14

* First unit on scene and emergency calls only-includes automatic aid units

Automatic Aid		
	Current month	Year-to-date
Given	371	3,879
Received	312	2,582

Ambulance Transports		
	Current month	Year-to-date
Vista	731	7,943
Other Agencies	213	2,039

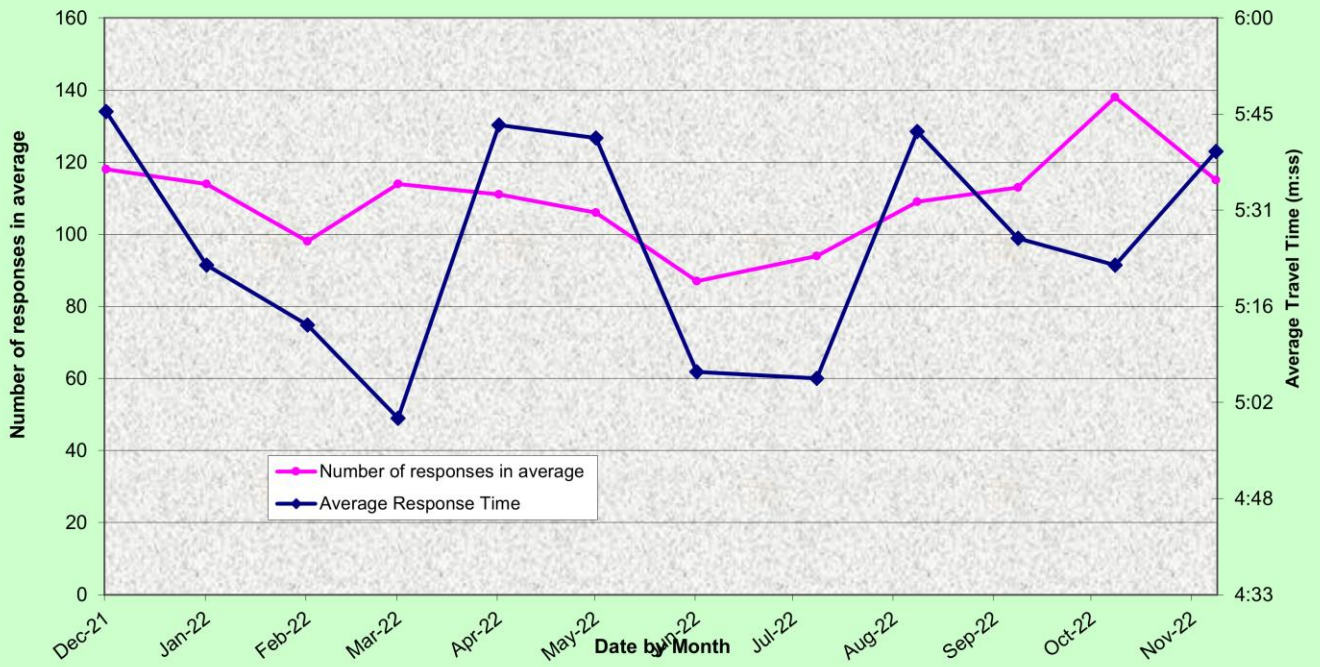
Nov 2022

USR 5-year travel time monthly comparison -City						
	Urban		Suburban		Rural	
Year	Unit Responses	90th	Unit Responses	90th	Unit Responses	90th
2018	7,005	0:05:30	529	0:06:22	66	0:07:19
2019	7,123	0:05:38	529	0:06:19	61	0:07:03
2020	6,840	0:06:07	571	0:06:53	55	0:07:11
2021	6,760	0:05:38	560	0:06:11	56	0:07:13
2022 Jan-Nov	6,056	0:05:59	521	0:06:39	50	0:07:16
<i>Δ YTD previous year</i>		+0:00:21		+0:00:28		+0:00:03

USR 5-year travel time monthly comparison-District						
	Urban		Suburban		Rural	
Year	Unit Responses	90th	Unit Responses	90th	Unit Responses	90th
2018	826	0:05:51	358	0:07:28	153	0:09:38
2019	804	0:06:01	431	0:07:13	196	0:10:13
2020	736	0:06:21	344	0:07:45	200	0:10:02
2021	599	0:06:27	388	0:07:47	188	0:10:13
2022 Jan-Nov	522	0:06:13	317	0:07:19	182	0:10:13
<i>Δ YTD previous year</i>		-0:00:14		-0:00:28		+0:00:00

Dispatched Incident volume types	Nov	Year to date
Alarm	56	615
Fire	99	1,151
Medical and Other	1,144	12,914
Total	1,321	14,952

Fire District Average Travel Time 12 month



Data retrieved from Tableau Server at NCDJPA

Note: Incident count used in averages does not include the following:
 Not completed incidents, Mutual Aid Given, Other Aid Given, Cancelled in route,
 Not priority, Fill-in Standby, No arrival and Invalid Dates/Times

Response Time = turnout time + travel time

October 2022 Response times >10 minutes in Vista Fire District

Master Incident Number	Date and time	Street Name	Response time
2022-089995	11/7/2022 2:52 E122 from Quarters	2911 Deeb Dr	11:48
2022-091202 GOPHER CANYON RD	11/11/2022 5:04 10:07 E123 from quarters	LITTLE GOPHER CANYON RD /	
2022-092511	11/15/2022 16:05 E124 cleared other assignment to respond	156 Robelini Dr	12:35
2022-095604	11/26/2022 10:25 E115 from quarters, E123 on another incident	2560 Tunrif Ct	10:12:39
2022-096011	11/27/2022 19:42 E122 from quarters	3887 Buena Creek Rd	10:10:14
2022-096045	11/27/2022 23:01 E123 from quarters	2090 Casa De Vereda	10:11:22



December 2022 Monthly Incident Report

1. Monthly Activity Report
 - A. Response Travel Time Report: Total calls of 1,449 of which 1,146 were counted in the response summary. Calls not counted in the Response Travel Time Report include:
 1. Non-priority responses
 2. Cancelled while responding
 3. Staged for sheriff.
 4. Responding to another jurisdiction for Automatic/Mutual Aid.
 5. No 'on scene' MST by responding apparatus.
 - B. USR 5 year monthly comparison City and District *
2. Response Time Chart
3. Total Response time >10 minutes in Fire District

SW Dec 2022 Cover



Monthly Activity Report

December 2022

Response travel time last month (cad)			
	Total	City	District
Number of incidents	1,107	915	192
Number of urgent calls	864	722	142
Average travel time *	4:47	4:34	5:42
75 th fractal travel time *	5:43	5:23	7:00
90 th fractal travel time *	8:23	8:10	10:06

Response travel time last 12 months (cad)			
	Total	City	District
Number of incidents	12,996	11,062	1,934
Number of urgent calls	9,807	8,448	1,359
Average travel time *	4:29	4:19	5:30
75 th fractal travel time *	5:27	5:13	6:41
90 th fractal travel time *	7:40	7:15	9:20

* First unit on scene and emergency calls only-includes automatic aid units

Automatic Aid		
	Current month	Year-to-date
Given	415	4,294
Received	329	3,451

Ambulance Transports		
	Current month	Year-to-date
Vista	778	8,721
Other Agencies	218	2,257

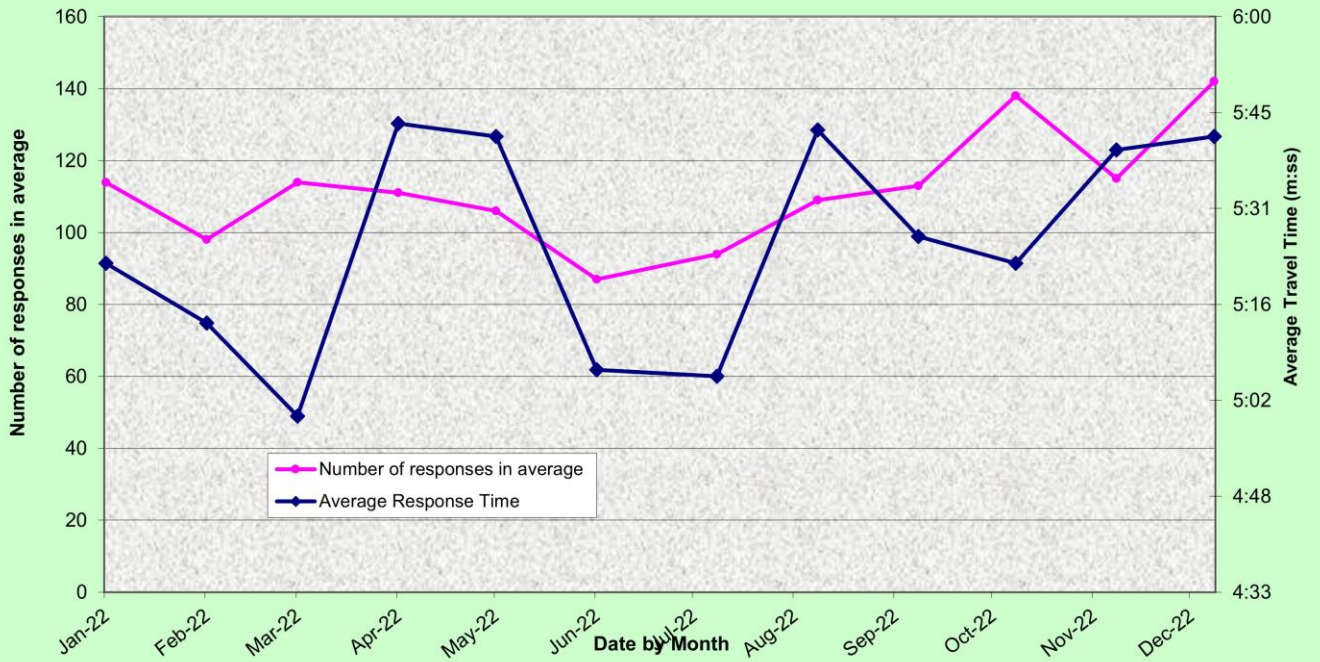
Dec 2022

USR 5-year travel time monthly comparison -City						
	Urban		Suburban		Rural	
Year	Unit Responses	90th	Unit Responses	90th	Unit Responses	90th
2018	7,005	0:05:30	529	0:06:22	66	0:07:19
2019	7,123	0:05:38	529	0:06:19	61	0:07:03
2020	6,840	0:06:07	571	0:06:53	55	0:07:11
2021	6,760	0:05:38	560	0:06:11	56	0:07:13
2022 Jan-Dec	6,627	0:06:02	569	0:06:34	55	0:07:15
<i>Δ YTD previous year</i>		+0:00:04		+0:00:33		+0:00:02

USR 5-year travel time monthly comparison-District						
	Urban		Suburban		Rural	
Year	Unit Responses	90th	Unit Responses	90th	Unit Responses	90th
2018	826	0:05:51	358	0:07:28	153	0:09:38
2019	804	0:06:01	431	0:07:13	196	0:10:13
2020	736	0:06:21	344	0:07:45	200	0:10:02
2021	599	0:06:27	388	0:07:47	188	0:10:13
2022 Jan-Dec	576	0:06:14	350	0:07:31	206	0:10:11
<i>Δ YTD previous year</i>		-0:00:13		-0:00:16		-0:00:02

Dispatched Incident volume types	Dec	Year to date
Alarm	48	663
Fire	92	1,243
Medical and Other	1,280	14,194
Total	1,449	16,401

Fire District Average Travel Time 12 month



Data retrieved from Tableau Server at NCDJPA

Note: Incident count used in averages does not include the following:
 Not completed incidents, Mutual Aid Given, Other Aid Given, Cancelled in route,
 Not priority, Fill-in Standby, No arrival and Invalid Dates/Times

Response Time = turnout time + travel time

December 2022 Response times >10 minutes in Vista Fire District

Master Incident Number	Date and time	Street Name	Response time
2022-098936	12/7/2022 19:44 E11 RA121 from quarters	29354 Vista Valley	10:22
2022-102995	12/20/2022 16:49 E122 from quarters	616 ESTRELITA DR	12:50
2022-103675 10:40	12/22/2022 20:35 E123 from quarters	E Vista Wy / Gopher Canyon Rd	
2022-105071	12/27/2022 17:57 E122 from quarters	1721 Sugarbush Dr	11:01

TO: BOARD OF DIRECTORS
FROM: CRAIG USHER, DEPUTY CHIEF
SUBJECT: ACTIVITY PROGRESS REPORT – CWPP Sub-Committee
DATE: FEBRUARY 3, 2023



Monthly Activity Summary (January 1 – 31, 2023)

The following items are from the above listed meeting and are not all inclusive of the scope of possibilities to make our residents aware of their surroundings, yet they provide guidance for staff to provide options when asked for advice.

1. **Contact the county to see if they have a plan for evacuation route clearance.**
 - a. Contact has been made, no timeline as of today, will be advised once a schedule is set.
 - b. **(Completion Goal – 01-2023)—Completed, no current dates available, will follow up in 6 months or sooner if movement is anticipated. No update as of 1/31/2023.**
2. **Have funding from either grants or the board to take care of the bigger projects.**
 - a. Fire Board CWPP members (Miller, Ploetz) to seek grants, or provide staff work for ideas and funding sources to accomplish Board goals.
 - b. **(Completion Goal – 06-2023) Not started yet.**
3. **Have District Inspector provide the report to the community.**
 - a. Could be difficult to provide to all district residents, consider a mailer to all district residents directing them to the CWPP on the VPFD website.
 - b. **(Completion Goal – 01-2023)—Sub-committee to discuss at Dec. meeting. Discussed mailer to be sent to all district residents, will seek direction at Feb. board meeting.**
4. **Have the CWPP on the website.**
 - a. Easy to accomplish, provide PDF version to Karlana to post for access.
 - b. **(Completion Goal – 11-2022)—Report ready for publication now, will discuss publishing at meeting with district manager in Nov. Copy to be provided to District Manager for posting.**
5. **Develop a plan for getting the CWPP out to the residents.**
 - a. Could be difficult to provide to all district residents, consider a mailer to all district residents directing them to the CWPP on the VPFD website.
 - b. **(Completion Goal – 01-2023) – Sub-committee to discuss at Dec. meeting. Discussed adding contact information to mailers, providing signage in district, both with QR code and website address.**

6. **The long term is developing a plan for the actual fuel modification.**
 - a. Board/sub-committee to review CWPP and prioritize projects for opportunities to get the most out of their expenditures.
 - b. **(Completion Goal – 06-2023)** *Sub-committee discussed finding a suitable location for a “demonstration” location(s), in progress.*

7. **Board members can start with having a public meeting in their neighborhood.**
 - a. Consider setting an open meeting and invite the public through district wide mailer.
 - b. **(Completion Goal – 01-2023).** *Sub-committee decided on a public workshop in May, location to be determined.*

8. **Set up a QR code for the document.**
 - a. Once the CWPP is set up on the VFPD website, a QR code can be established as a link to the document.
 - b. **(Completion Goal – 11-2022).** *To be completed in conjunction with item #4.*

9. **Provide the District Inspector with a larger/more detailed map.**
 - a. DC Usher to obtain maps from City GIS
 - b. **(Completion Goal – 12-2023)—In process.** *Inspector provided with iPad to show maps that can be emailed to requestors.*

10. **Review the recommendations including the road signage and addressing. That may be an option for the district to consider funding.**
 - a. Recommend district staff provide information on retro-reflective uniform address signs for residents to purchase through a grant offer discounted signs with district funds offsetting expense. (Ref. Appendix “B” in the CWPP)
 - b. **(Completion Goal – 06-2023).** *Discussed having demonstrative reflective signage for information at May work shop.*

11. **Defensible space sign.**
 - a. Consider Dir. Gomez’s suggestion for seasonal signage and include this option for district staff to display.
 - b. **(Completion Goal – 03-2023)—CWPP Sub-committee to discuss at Dec. meeting.** *Discussed having information sign posted at demonstrative site (#6).*

12. **Provide “General Recommendations” handout for district mailing and District inspector to hand out when in the field contacting residents.**
 - a. Easily obtainable: District staff to provide printed handouts, printable PDF on district website, district-wide mailing. Working group to provide more details and seek board approval.
 - b. **(Completion Goal – 11-2022) – CWPP Sub-committee to discuss at Dec. meeting.** *Discussed having e-handouts on the website and mentioned in the mailer (#4 & #8) accessed through website link or QR code.*

TO: BOARD OF DIRECTORS
FROM: KARLENA RANNALS, ADMINISTRATIVE MANAGER
SUBJECT: MONTHLY ACTIVITY REPORT - ADMINISTRATION
DATE: February 3, 2023



Activity Summary (January 1 – 31, 2023)

The following highlights my work activities for the reporting period:

1. Office Establishment – onsite delivery for minor equipment, and office supplies. *Project complete, final expense report attached to this report.*
2. Provided Payroll information to the new payroll processor – ADP
3. Completed change in deposit for tax apportionments from Wells Fargo to County of San Diego Pool of Funds
4. Prepared and posted agenda and supporting reports for January 11, 2023 meeting.
5. Attended January 11, 2023 Board of Directors meeting
6. QuickBooks revenue data entry - starting at the beginning of the fiscal year (July 1, 2022 thru December 31, 2022). Unaudited Profit & Loss Statement (12/31/22) and Balance Sheet (12/31/22) included with meeting material.
7. Prepared preliminary agenda and supporting reports for February 8, 2023 meeting.
8. Prepared Travel and Travel Reimbursement Expense Policies for board approval
9. Attended meeting with Chief Palmer, Deputy Chief Usher and Director Elliot on 01-26-23
10. Attended meeting with President Elliott and Vice President Ploetz on January 30, 2023

The highlights do not include emails, phone calls, and other requests for review/comments on district topics.

In addition, please note that the financial reports including the investment portfolio will be included on a quarterly basis. A financial report is available upon request anytime.

Total time worked (December 25, 2022 – January 31, 2023): 128.75 hours
Seven-month total: 503.75

Future Activity

1. Development of Purchasing Policy
2. Financial Organization
3. Website Refresh
4. Continue reorganization of files

Office Set Up - Expenses (Report #3)

Description	Final Purchased	Date	Beg Bal/Expense
			1,261.10
Wall Décor	HomeGoods	Jan-23	(102.33)
SoundBar/Desk Cover	Amazon	Jan-23	(73.24)
Label Maker/Labels	Amazon	Jan-23	(150.28)
Camera (PC)	Amazon	Jan-23	(66.81)
Monitor Stand	Amazon	Jan-23	(24.77)
			-
		Month to Date Expense	(417.43)
		Total Expense (Previous Reports)	(3,738.90)
		YTD	(4,156.33)
		Budget Authorization	5,000.00
		Remaining Balance	843.67

VISTA FIRE PROTECTION DISTRICT (FY)
Profit & Loss Budget vs. Actual
 July 2022 through January 2023

	<u>Jul '22 - Jan 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Fees & Assessments	15,622.46	25,000.00	-9,377.54	62.5%
Interest (All)	105,701.13	88,255.00	17,446.13	119.8%
Other Income	3,277.99			
Property Tax	2,356,877.18	4,180,810.00	-1,823,932.82	56.4%
Total Income	<u>2,481,478.76</u>	<u>4,294,065.00</u>	<u>-1,812,586.24</u>	<u>57.8%</u>
Gross Profit	2,481,478.76	4,294,065.00	-1,812,586.24	57.8%
Expense				
Administrative	22,931.53	80,437.00	-57,505.47	28.5%
Contractual Services	23,812.50	23,625.00	187.50	100.8%
Fees	4,710.85	53,780.85	-49,070.00	8.8%
Fire Prevention	15,000.00	65,000.00	-50,000.00	23.1%
Fire/EMS Services	2,121,189.47	3,723,595.00	-1,602,405.53	57.0%
Hydrant Maintenance	10,746.00	26,000.00	-15,254.00	41.3%
Information Technology	855.50	3,850.00	-2,994.50	22.2%
Insurance	4,575.00	7,992.00	-3,417.00	57.2%
Maintenance & Repair	14,969.00	54,250.00	-39,281.00	27.6%
Micellaneous	4,703.36	5,000.00	-296.64	94.1%
Office Rental	2,400.00	6,400.00	-4,000.00	37.5%
Personnel	36,934.72	64,364.00	-27,429.28	57.4%
Personnel-Employee Benefit(s)	299.23			
Special Projects	1,541.00	50,000.00	-48,459.00	3.1%
Supplies	1,005.88	850.00	155.88	118.3%
Taxes	2,283.74	4,554.00	-2,270.26	50.1%
Training	1,475.00			
Total Expense	<u>2,269,432.78</u>	<u>4,169,697.85</u>	<u>-1,900,265.07</u>	<u>54.4%</u>
Net Ordinary Income	212,045.98	124,367.15	87,678.83	170.5%

VISTA FIRE PROTECTION DISTRICT (FY)
Profit & Loss Budget vs. Actual
 July 2022 through January 2023

	<u>Jul '22 - Jan 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Other Income/Expense				
Other Expense				
Depreciation	0.00	19,199.00	-19,199.00	0.0%
Total Other Expense	0.00	19,199.00	-19,199.00	0.0%
Net Other Income	0.00	-19,199.00	19,199.00	0.0%
Net Income	<u>212,045.98</u>	<u>105,168.15</u>	<u>106,877.83</u>	<u>201.6%</u>

VISTA FIRE PROTECTION DISTRICT (FY)
Profit & Loss Budget vs. Actual
 July 2022 through January 2023

	<u>Jul '22 - Jan 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
505 · Fire Mitigation Revenue	47,991.52	62,617.00	-14,625.48	76.6%
516 · Interest - FMIT	1,548.16	788.00	760.16	196.5%
Total Income	<u>49,539.68</u>	<u>63,405.00</u>	<u>-13,865.32</u>	<u>78.1%</u>
Gross Profit	<u>49,539.68</u>	<u>63,405.00</u>	<u>-13,865.32</u>	<u>78.1%</u>
Net Ordinary Income	<u>49,539.68</u>	<u>63,405.00</u>	<u>-13,865.32</u>	<u>78.1%</u>
Other Income/Expense				
Other Income				
869 · Gain/Loss Valuation Change-FMIT	1,557.80			
Total Other Income	<u>1,557.80</u>			
Net Other Income	<u>1,557.80</u>			
Net Income	<u><u>51,097.48</u></u>	<u><u>63,405.00</u></u>	<u><u>-12,307.52</u></u>	<u><u>80.6%</u></u>

VISTA FIRE PROTECTION DISTRICT (FY)
Balance Sheet

As of January 31, 2023

GENERAL FUND	Jan 31, 23	FIRE MITIGATION FUND	Jan 31, 23
ASSETS		ASSETS	
Current Assets		Current Assets	
Checking/Savings		Checking/Savings	
103 · Wells Fargo Checking	162,452.28	106 · Cash in Treasury Fire Mitigation	189,318.56
104 · SDCO Investment Pool	5,843,350.50		
109 · Investment - LAIF	912,069.59		
Total Checking/Savings	<u>6,917,872.37</u>	Total Checking/Savings	189,318.56
Accounts Receivable			
11000 · Accounts Receivable	3,209.99		
Total Accounts Receivable	<u>3,209.99</u>		
Other Current Assets		Other Current Assets	
111 · California Asset Management Pro	250,356.80		
113 · California Bank & Trust Wealth	5,744,153.63		
120 · Prepaid Expenses	2,500.28		
132 · Accrued Interest Receivable	35,183.00	133 · Accrued Int Receivable-FMIT	730.57
139 · Security Deposit	800.00	Total Other Current Assets	<u>730.57</u>
Total Other Current Assets	<u>6,032,993.71</u>	Total Current Assets	<u>190,049.13</u>
Total Current Assets	<u>12,954,076.07</u>	TOTAL ASSETS	<u><u>190,049.13</u></u>
TOTAL CASH ASSETS	<u><u>12,954,076.07</u></u>		
LIABILITIES		LIABILITIES	
Liabilities		Equity	
Current Liabilities		291 · Fire Mitigation Fee Fund	189,318.56
Accounts Payable			
20000 · *Accounts Payable	9,133.23		
Total Accounts Payable	<u>9,133.23</u>		
Other Current Liabilities			
210 · Accounts Payable	587,209.46		
220 · Salary & Payroll Taxes Payable	7,622.97		
Total Other Current Liabilities	<u>594,832.43</u>		
Total Current Liabilities	<u>603,965.66</u>		
Total Liabilities	<u>603,965.66</u>		
		Total Equity	<u>189,318.56</u>
Total CASH	<u>12,350,110.41</u>	TOTAL CASH & LIABILITIES	<u><u>189,318.56</u></u>
TOTAL CASH & LIABILITIES	<u><u>12,954,076.07</u></u>		

TO: BOARD OF DIRECTORS
FROM: KARLENA RANNALS, ADMINISTRATIVE MANAGER
SUBJECT: EIGHTH SUPPLEMENTAL AGREEMENT
DATE: FEBRUARY 3, 2023



RECOMMENDATION

1. Adopt Resolution No. 2023-02 approving the Eighth Supplemental Agreement between the Vista Fire Protection District (VFPD) and the City of Vista (COV) for Fire Inspection Services and authorize the President to execute the contract; and
2. Approve a FY23 budget adjustment to increase Fire Inspector Fees from \$60,000 to \$75,000 to adjust for the additional costs.

BACKGROUND

The following is a schedule of the prior board actions in reference to the Fire Inspection Services.

1. August 10, 2010 the Vista Fire Protection District and the City of Vista entered into an Agreement for Fire Suppression, Fire Prevention, Technical Rescue, Emergency Medical Services, Hazardous Materials, Administrative Services and Disaster Preparedness;
2. In 2010 approved the First Supplemental Agreement with the City of Vista for Fire Inspection Services.
3. In 2011 approved the Second Supplemental Agreement with the City of Vista for Fire Inspection Services.
4. In 2012 approved the Third Supplemental Agreement with the City of Vista for Fire Inspection Services.
5. In 2013 approved the Fourth Supplemental Agreement with the City of Vista for Fire Inspection Services.
6. In 2016 approved the Fifth Supplemental Agreement with the City of Vista for Fire Inspection Services.
7. In 2019 approved the Sixth Supplemental Agreement with the City of Vista for Fire Inspection Services

The Sixth Supplemental Agreement between VFPD and COV expired June 30, 2022. The initial request to approve the Eighth Supplemental Agreement was calendared for the September 14th Board of Directors meeting. The initial request was to increase the quarterly expense for services from the “not to exceed fee of \$5,000 per month to \$7,500 per month” with little information supporting the request. At the conclusion of the discussion at that meeting, the Board requested that the Administrative Manager meet with the Fire Department leadership to discuss the costs, and obtain the specific items that are included in the supplemental agreement.

In the interim and in good faith of the District’s intent to retain the services of the Fire Inspector, the Board approved in October 2022 a \$15,000 payment for the first quarter (July – September, 2022) of Fire Inspector Services while negotiating the Eighth Supplemental Agreement.

Discussions between Ms. Rannals and Deputy Chief Usher occurred in November/December 2022 resulting in the tentative agreement included in the agenda material. Also, both the District's and City of Vista legal counsel has concurred with the contract language presented for approval.

FISCAL IMPACT

The Eighth Supplemental Amendment, if approved, will terminate June 30, 2025, and will increase the FY 23 Budget from \$60,000 to \$75,000.

Attachments

1. Resolution 2023-02
2. Eighth Supplemental Agreement

RESOLUTION NO. 2023-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VISTA FIRE PROTECTION DISTRICT, COUNTY OF SAN DIEGO, CALIFORNIA, APPROVING EIGHTH SUPPLEMENTAL AGREEMENT BETWEEN THE VISTA FIRE PROTECTION DISTRICT AND THE CITY OF VISTA FOR FIRE INSPECTION SERVICES

WHEREAS, the Board of Directors of the Vista Fire Protection District (the “District”), entered into an Agreement with the City of Vista (the “City”) for Fire Suppression, Fire Prevention, Technical Rescue, Emergency Medical Services, Hazardous Materials, Administrative Services, and Disaster Preparedness Services, effective August 1, 2010 (the “Original Agreement”); and,

WHEREAS, Paragraph 1.B of the Original Agreement allows for additional services to be separately agreed to between District and City, provided that the additional services be in writing and duly approved and executed by the respective governing bodies of the City and the District; and,

WHEREAS, since entering in to the Original Agreement, the District has continuously approved, pursuant to Paragraph 1.B of the same, the hiring of an Inspector from the City of Vista’s Fire Department to perform the customary duties of a Fire Inspector in the District to reduce the risk of wildfire; and,

WHEREAS, the Board desires to continue to obtain the services of a Fire Inspector.

NOW, THEREFORE, BE IT RESOLVED that the Vista Fire Protection District does hereby:

1. Authorize the additional services of a part-time Fire Inspector to be provided by the City at a cost not to exceed the following schedule:
 - a. Up to \$6,250 per month for the term of July 1, 2022 to June 30, 2023;
 - b. Up to \$6,500 per month for the term of July 1, 2023 to June 30, 2024; and
 - c. Up to \$6,750 per month for the term of July 1, 2024 to June 30, 2025
2. Authorize the District President to enter into the Eighth Supplemental Agreement with the City of Vista annexed to this Resolution as Attachment “A”.

PASSED AND ADOPTED at regularly scheduled meeting of the Board of Directors of the Vista Fire Protection District on February 8, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

James Elliott
President

ATTEST:

Karlana Rannals
Board Clerk

**EIGHTH SUPPLEMENTAL AGREEMENT BETWEEN
THE VISTA FIRE PROTECTION DISTRICT AND THE CITY OF VISTA
FOR FIRE INSPECTION SERVICES**

THIS EIGHTH SUPPLEMENTAL AGREEMENT is made by and between the chartered City of Vista ("City") and the Vista Fire Protection District ("District") to be dated and effective as of July 1, 2022. City and District are sometimes individually referred to as a "Party" and collectively as "Parties."

RECITALS

A. The Parties entered into an Agreement for Fire Suppression, Fire Prevention, Technical Rescue, Emergency Medical Services, Hazardous Materials, Administrative Services, and Disaster Preparedness Services dated August 1, 2010 ("Original Agreement").

B. The Original Agreement was amended by a First Supplemental Agreement effective as of July 1, 2010, a Second Supplemental Agreement effective July 1, 2011, a Third Supplemental Agreement effective June 12, 2012, and a Fourth Supplemental Agreement effective July 1, 2013, a Fifth Supplemental Agreement effective July 1, 2016, a Sixth Supplemental Agreement effective July 1, 2019, and a Seventh Supplemental Agreement effective July 1, 2022, which together constitute the "Existing Agreement."

C. For the last fifteen years, the District has reimbursed the City for a portion of the City's cost for the part-time services of a Fire Inspector ("Inspector"), employed by the City, so as to provide enhanced fire inspection services to the District ("Additional Services").

D. The District desires to continue to obtain the Additional Services of a Fire Inspector from the City.

E. The Parties desire to amend the Existing Agreement to provide for these Additional Services as authorized in Section 1.B. of the Original Agreement.

AGREEMENT

In consideration of the mutual promises and obligations set forth herein below, and other good and valuable consideration the receipt of which the Parties hereby acknowledge, District and City agree as follows:

SECTION 1. SCOPE OF SERVICES

A. City shall provide, as Additional Services, fifty percent (50%) of the services of a single Inspector to District for a period of three (3) years commencing on July 1, 2022 and ending on June 30, 2025, and District shall pay to City fifty percent (50%) of the Inspector's total cost to the City, inclusive of salary and all benefits ("Cost of Additional Services").

B. The Inspector shall also perform such special services related to District's mission as assigned by District ("Special Services"), which shall also be included within the scope of the Additional Services. Typical Special Services include, but are not limited to, additional parcel inspections, direct property owner or resident engagement (while driving around); fire access road inspection; gate inspections (Knox locks, padlocks, etc., fire lane signage, verification of property addresses, etc.)

C. The Inspector is, and at all times, will remain an employee of City. City shall be solely responsible for payment of the Inspector's compensation and benefits. City shall indemnify and hold District harmless from and against any claims by the Inspector arising out of or relating to the Inspector's employment with the City. The foregoing indemnity shall not apply to the extent that such losses, expenses, claims, actions, damages or liabilities to which the District may be subject were caused by the gross negligence, fraud or willful misconduct of the District and/or its agents.

D. This Eighth Supplemental Agreement may be terminated by either Party, at either Party's convenience, with ninety (90) days advance written notice to the other Party. Except for the Special Services specifically described herein, Termination of this Eighth Supplemental Agreement shall not affect any of the remaining terms of the Existing Agreement which shall remain in full force and effect.

E. Should any portion of this Eighth Supplemental Agreement be inconsistent with prior amendments with respect to Additional Services only, this Eighth Supplemental Agreement controls.

SECTION 2. COST OF ADDITIONAL SERVICES

A. The Cost of Additional Services shall equal fifty percent (50%) of the City's total cost of the Inspector's Salary and Benefits for the next three (3) fiscal years commencing on July 1, 2022, and ending on June 30, 2025. Notwithstanding anything to the contrary, the Cost of Additional Services paid by the District to the City shall not exceed \$6,250 per month ("Additional Services Cap").

1. "Salary" is defined as monthly compensation, overtime, and employer related taxes; and

2. "Benefits" are defined as pay for vacation, holiday, sick leave, pager pay, health/vision/dental insurance, and the CalPERS retirement employer rate.

B. The District agrees to increase the Additional Services Cap, the Cost of Additional Services effective July 1, 2023 by 3.5% and shall not exceed \$6,500 per month.

C. The District agrees to increase the Additional Services Cap, effective July 1, 2024, by four percent (4%), and shall not exceed \$6,760 per month.

D. City shall invoice District for the Cost of Additional Services on a monthly basis.

SECTION 3. EXISTING AGREEMENT

Except as specifically modified or changed herein, all of the terms and provisions of the Existing Agreement are incorporated herein and shall remain in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Fourth Supplemental Agreement as set forth below.

APPROVED BY DISTRICT

APPROVED BY CITY

Date: _____

Date: _____

Resolution No. _____

Resolution No: _____

DISTRICT:
Vista Fire Protection District

CITY:
City of Vista, a chartered municipal corporation

By: _____
James F. Elliott, President

By: _____
JOHN FRANKLIN, Mayor

ATTEST:
Karlana Rannals, Board Clerk

ATTEST:
Kathy Valdez, City Clerk

By: _____

By: _____

RISK MANAGEMENT REVIEW:
Dolores Gascon, Risk Manager

By: _____

APPROVED AS TO FORM:
White and Bright, LLP

APPROVED AS TO FORM:
Walter Chung, City Attorney

By: _____
Fred Pfister, District Counsel

By: _____

RESOLUTION No. 2023-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VISTA FIRE PROTECTION DISTRICT APPROVING THE SALE OF SURPLUS REAL PROPERTY LOCATED AT 2319 PANORAMIC DRIVE, VISTA, CALIFORNIA, 92084 TO BUYERS PRAVEEN KUMAR KORATALA AND SREE LAKSHMI KORATALA

WHEREAS, the Vista Fire Protection District, a California Special District (the “District”) is the owner of certain real property in San Diego County, California commonly known as 2319 Panoramic Drive, Vista, California 92084, and associated with APN 172-112-07-00 (the “Property”); and

WHEREAS, on January 12, 2022, the Board of Directors (“Board”) of the District adopted Resolution No. 2021-3, declaring the Property as surplus land under the Surplus Property Land Act, found in California Government Code sections 54220-54234 (the “Act”), and further noticing the District’s intent to sell the Property; and

WHEREAS, under which Act the District is first required, prior to selling the Property, to seek approval from the California Department of Housing and Community Development (the “Department”), regarding the District’s compliance with Act; and

WHEREAS, on or about May 5, 2022, the Department issued approval to the District regarding the District’s Compliance with the Act, thereby allowing the District to proceed with the sale of the Property on the open market; and

WHEREAS, the Board previously retained the services of Stephanie Cavanaugh, with Realty Masters, to market the Property for sale and to solicit purchase offers for the Property on the open market; and

WHEREAS, the Board has received a purchase offer for the Property from Buyers Praveen Kumar Koratala and Sree Lakshmi Koratala (the “Buyers”), to purchase the Property on the terms and conditions contained in the Vacant Land Purchase Agreement and Joint Escrow Instructions dated January 6, 2023, and fully executed, subject to a Counter Offer No. 1, on January 14, 2023 (collectively, the “Transaction”), a true and correct copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference; and

WHEREAS, Buyers and the District desires to close the Transaction on the terms of the Transaction, and in order to do so, the District must appoint one or more persons as the designated signatory(ies) for the District as to any Transaction documents; and

WHEREAS, this Board desires to Confer on Board President James Elliott, Board Director Robert Fougner, and District Administrative Manager Karlana Rannals (collectively, the “Authorized Signatories”) the authority to sign any Transaction documents on the District’s behalf, and the District further desires to be bound by the terms and conditions of any Transaction document henceforth, or previously, executed by the Authorized Signatories.

NOW, THEREFORE, BE IT FOUND, DETERMINED, AND RESOLVED BY THE BOARD OF DIRECTORS OF THE VISTA FIRE PROTECTION DISTRICT, SAN DIEGO COUNTY, CALIFORNIA, AS FOLLOWS:

1. The foregoing recitals are adopted as true and correct.
2. The sale of the Property is hereby approved, on the terms and conditions contained in the Transaction.
3. The District shall cause to be prepared, and executed by the Authorized Signatories, California Association of Realtors form "Representative Capacity Signature Disclosure (for Seller Representatives)" (the "Representative Disclosure"), and the Representative Disclosure shall list all Authorized Signatories.
4. The Authorized Signatories are authorized, and directed, to execute any documents relevant to the Transaction, including, but limited to: the opening and closing of escrow on the sale of the Property; payment of all required fees and charges on behalf of the District; the execution of any deed and any additional escrow instructions relating to the sale of the Property; and any additional documents required by the Transaction.
5. The District hereby ratifies any documents relating to the Transaction that were previously signed, as of the date of this Resolution, by any of the Authorized Signatories.
6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Vista Fire Protection District on February 8, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

James F. Elliott
President

ATTEST:

Karlana Rannals
Board Clerk/Secretary

EXHIBIT A

Vacant Land Purchase Agreement and Joint Escrow Instructions between Seller Vista Fire
Protection District and Buyers Praveen Kumar Koratala and Sree Lakshmi Koratala

[Attached]



CALIFORNIA ASSOCIATION OF REALTORS®

SELLER COUNTER OFFER No. 1

May not be used as a multiple counter offer. (C.A.R. Form SCO, Revised 12/22)

Date 01/13/2023

This is a counter offer to the Purchase Agreement, OR Buyer Counter Offer No. _____, Other _____ ("Offer"), dated 01/06/2023, on property known as 2319 Panoramic Dr, Vista, CA 92084-2823 ("Property"), between Praveen Kumar Koratala, Sree Lakshmi Koratala ("Buyer") and Vista Fire Protection District ("Seller"). Buyer and Seller are referred to as the "Parties."

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties.
B. Unless Otherwise Agreed or altered in another Counter Offer, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer...
D. OTHER TERMS: (1) Purchase price to be \$380,000. (2) Buyer and Seller shall execute and record Surplus Land Use Restriction deed, substantially similar to the attached form...

- E. The following attached documents are incorporated into this Seller Counter Offer when Signed and Delivered by both Parties (if both parties do not Sign and Deliver all attached addenda, then any acceptance of this Seller Counter Offer is not valid):
Addendum No. _____ (C.A.R. Form ADM)
Back Up Offer Addendum (C.A.R. Form BUO)
Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days)
Seller Purchase of Replacement Property (C.A.R. Form SPRP)
Tenant Occupied Property Addendum (C.A.R. Form TOPA)
Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or more days)
Seller Intent to Exchange Addendum (C.A.R. Form SXA)
[X] Other Surplus Land Use Restriction deed

- 2. EXPIRATION: This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
A. Unless by 5:00 PM on the third Day after the date this Seller Counter Offer is signed in paragraph 4...
B. OR If Seller withdraws this Seller Counter Offer anytime prior to Buyer's Acceptance by communicating withdrawal to Buyer or Buyer's Agent...
C. OR If Seller accepts another offer prior to Buyer's Acceptance of this Seller Counter Offer.

3. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in 2A and 5. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.

4. OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. The terms and conditions of those documents are incorporated into this Seller Counter Offer unless Otherwise Agreed.

Seller [Signature] Vista Fire Protection District Date 1/13/2023
Seller _____ Date _____

5. ACCEPTANCE: I/WE accept the above Seller Counter Offer (If checked SUBJECT TO THE ATTACHED BUYER COUNTER OFFER No. _____ and acknowledge receipt of a Copy.
Buyer Praveen Kumar Koratala Signed by: Praveen Kumar Koratala Date 1/14/2023
Buyer Sree Lakshmi Koratala Signed by: Sree Lakshmi Koratala Date 1/14/2023

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
VISTA FIRE PROTECTION DISTRICT

MAIL TAX STATEMENTS TO:
VISTA FIRE PROTECTION DISTRICT
955 VALE TERRACE DRIVE, SUITE A
VISTA, CA 92084

A.P.N. 172-112-07-00

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

SURPLUS LAND USE RESTRICTION

THIS SURPLUS LAND USE RESTRICTION (the "Restriction") is dated as of [DATE] between the Vista Fire Protection District, a California Special District (the "Grantor" or the "District") and [BUYER] (the "Grantee" or the "Buyer"). Grantor and Grantee are collectively referred to as the Parties, with each separately referred to as a Party.

RECITALS

- A. WHEREAS, the District is a special district formed, and existing, under the Fire Protection District Law of 1987 (the "Fire Act");
- B. WHEREAS, the District is the owner of the real property associated with APN 172-112-07-00 (the Property"), in the County of San Diego, State of California;
- C. WHEREAS, pursuant to, among other provisions, California Health and Safety Code § 13861, as the same existed on the date of the initial recording of this Restriction, the District is empowered to dispose of the Property;
- D. WHEREAS, pursuant to, among other provisions, California Health and Safety Code § 13840, as the same existed on the date of the initial recording of this Restriction, the District is governed by a Board of Directors (the "Board");
- E. WHEREAS, under the Surplus Land Act, found in California Government Code §§ 54220-54234, as the same existed on the date of the initial recording of this Restriction (the "Surplus Land Act"), surplus land is land owned in fee simple by the District for which the Board takes formal action in a regular public meeting declaring the land to be surplus and unnecessary for the District's use;
- F. WHEREAS, the Board of the District has determined that the Property is not suitable for the District's use, and Board of the District desires to dispose of the Property;
- G. WHEREAS, on or about July 14, 2021, at a regular meeting of the Board of the District, the Board declared the Property to be surplus land on an unanimous motion, in accordance with Surplus Land Act; and

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I. WHEREAS, on or about January 12, 2022, the Board of the District ratified its July 14, 2022 declaration of the Property as surplus land, memorializing the same in Resolution No. 2021-3, which was passed unanimously by the Board of the District.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, Grantor and Grantee agree as follows:

1. **Restrictions Pertaining to Affordable Housing.** If ten (10) or more residential units are developed on the Property, where local zoning permits the development of ten (10) or more residential units on the Property, or where the Property is rezoned within five (5) years of the date of this Restriction to permit the development of ten (10) or more residential units on the Property, not less than 15 percent (15%) of the total number of residential units developed on the Property shall be sold or rented at: (i) affordable housing cost, as the term is defined in Section 50052.5 of the California Health and Safety Code, as the same existed on the date of the initial recording of this Restriction, or (ii) affordable rent, as the term is defined in Section 50053 of the California Health and Safety Code, as the same existed on the date of the initial recording of this Restriction, to lower income households, as the term is defined in Section 50079.5 of the California Health and Safety Code, as the same existed on the date of the initial recording of this Restriction. Any such rental units subject to this Restriction shall remain affordable to, and occupied by, lower income households for a period of 55 years for rental housing and 45 years for ownership housing. The initial occupants of all ownership units subject to this Restriction herein shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of Section 65915 of the California Government Code, as the same existed on the date of the initial recording of this Restriction. This Restriction shall be a covenant running with the land, and the Restriction shall be enforceable against any owner who violates the Restriction, and each successor-in-interest who continues the violation, by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code, as the same existed on the date the initial recording of this Restriction.

2. **Covenants that Run with the Land.** All of the obligations hereunder shall constitute covenants running with the land, for the term prescribed in this Restriction, which covenants shall be binding upon all successors-in-interest, including assigns, representatives, and heirs, except as otherwise provided for in this Restriction. The Parties further agree that if any court of competent jurisdiction determines that the obligations set forth herein do not meet the necessary criteria as covenants running with the land, the covenants shall be enforced as equitable servitudes.

3. **Successors and Assigns.** The covenants contained in this Restriction shall inure to the benefit of, and be binding upon, the Parties, and any of the Parties' successors-in-interest, including but not limited to, any respective assigns, representatives, and heirs, all in addition to any other intended beneficiaries under the Surplus Land Act, as the same existed as of the date of the initial recordation of this Restriction. Upon the initial assignment and/or assumption by a successor-in-interest, District shall be released from all prospective liability and responsibility under the terms of this Restriction.

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4. **Recitals Incorporated.** The Recitals to this Restriction are hereby incorporated into this Restriction by this reference.

5. **Governing Law.** This Restriction has been entered into in the State of California, and it shall be interpreted and enforced under the laws of the State of California.

6. **Amendment and Waiver.** No provision of this Restriction, or any breach of any provision herein, can be waived, except in writing by the entity against whom the waiver actually or allegedly applies. Any waiver of any provision of this Restriction shall not be deemed to be a waiver of any other provisions, or of any subsequent breach of the same or other provisions within this Restriction. This Restriction may be amended, modified, or rescinded only in writing, signed by all respective parties, and only after the expiration of the term provided for in Paragraph 1 of this Restriction.

7. **Captions.** Paragraph titles and captions contained in this Restriction are inserted as a matter of convenience and for reference, and are not a substantive part of this Restriction.

8. **Counterparts.** This Restriction may be executed in any number of counterparts and, as so executed, the counterparts shall constitute one and the same Restriction. The Parties agree that such a counterpart is an original and shall be binding upon all Parties, even though all of the Parties are not signatories to the same counterpart.

9. **Integration.** The undersigned Parties, and each of them, acknowledge and represent that no promise or inducement not expressed in this Restriction has been made in connection with this Restriction, and that this Restriction contains the entire agreement and understanding between the parties as to its subject matter.

10. **Severability.** If any provision contained in this Restriction shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remaining provisions will continue in full force and effect.

11. **Signature Authority.** All individuals signing this Restriction for any Party which is a corporation, limited liability company, partnership, government entity, or other relevant legal entity; or anyone who signs under a power of attorney; or anyone who signs as a trustee, guardian, conservator, or in any other legal capacity, all covenant that such individual, as the case may be, has the necessary capacity and authority to act for, to sign, and to bind the respective entity and/or principal on whose behalf the individual signs.

12. **Indemnification as to District and Any Party Who Has Released Liability.** In the event that any action, lawsuit, claim, arbitration, or other demand ("Claims") is instituted against District, or against any other seller in the chain-of-title who has negotiated a release of liability as to the provisions of this Restriction upon any subsequent sale to a buyer of the Property subject to

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this Restriction (a "Released Seller"), and which Claim arises out of or relates to this Restriction, the Party bringing such a claim shall defend, indemnify, and hold harmless the District, and any Released Seller, as the case may be, against any such damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, losses, injuries, judgments and/or attorney's fees incurred by District, or any Released Seller, that result from any such Claims.

VISTA FIRE PROTECTION DISTRICT

By: _____
Robert Fougner
President, Vista Fire Protection District

BUYER

By: _____
Buyer

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ACKNOWLEDGMENT

State of California)
County of San Diego)

On _____, 2022, before me, _____, a Notary Public, personally appeared **ROBERT FUGNER**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

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ACKNOWLEDGMENT

State of California)
County of San Diego)

On _____, 2022, before me, _____, a Notary Public, personally appeared [BUYER], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code) (C.A.R. Form AD, Revised 12/21)

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

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

SELLER'S AGENT

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

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

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property...

BUYER'S AGENT

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

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

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property...



AGENT REPRESENTING BOTH SELLER AND BUYER

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

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

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

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

SELLER AND BUYER RESPONSIBILITIES

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

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

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

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

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

Signature lines for Buyer (Praveen Kumar Koratala, Sree Lakshmi Koratala), Agent (Derek Lundberg), and Real Estate Broker (Firm) with dates and license numbers.



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

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

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

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

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

2079.16 Reproduced on Page 1 of this AD form.

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

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____
Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

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

2079.18 (Repealed pursuant to AB-1289)

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

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

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

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

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

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

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AD REVISED 12/21 (PAGE 2 OF 2)

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





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

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

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

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

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

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

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

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

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

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

Seller	 Praveen Kumar Koratala	<u>Vista Fire Protection District</u>	Date <u>1/13/2023</u>
Seller			Date _____
Buyer	 Praveen Kumar Koratala	<u>Praveen Kumar Koratala</u>	Date <u>01/06/2023</u>
Buyer	 Sree Lakshmi Koratala	<u>Sree Lakshmi Koratala</u>	Date <u>01/06/2023</u>
Buyer's Brokerage Firm	<u>Realty Masters</u>	DRE Lic # <u>00452898</u>	Date <u>01/02/2023</u>
By	 Derek Lundberg	DRE Lic # <u>00619884</u>	Date <u>01/06/2023</u>
Seller's Brokerage Firm	<u>Realty Masters</u>	DRE Lic # <u>00452898</u>	Date _____
By	 Stephanie Cavanaugh	DRE Lic # <u>00913229</u>	Date <u>1/13/2023</u>

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PRBS REVISED 12/21 (PAGE 1 OF 1)

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



CALIFORNIA
ASSOCIATION
OF REALTORS®

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM VLPA, Revised 12/22)

Date Prepared: January 6, 2023

1. OFFER:

- A. THIS IS AN OFFER FROM** Praveen Kumar Koratala, Sree Lakshmi Koratala ("Buyer").
 Individual(s), A Corporation, A Partnership, An LLC, An LLP, or Other _____
- B. THE PROPERTY** to be acquired is 2319 Panoramic Drive, situated in Vista (City), San Diego (County), California, 92084 (Zip Code), Assessor's Parcel No(s) 172-112-0700 ("Property").
 Further Described As Approx. 4 acres vacant land
 (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.**

2. AGENCY:

- A. DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (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 here confirmed for this transaction.
- Seller's Brokerage Firm** Realty Masters License Number 00452898
 Is the broker of (check one): the Seller; or both the Buyer and Seller (Dual Agent).
Seller's Agent Stephanie Cavanaugh License Number 00913229
 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** Realty Masters License Number 00452898
 Is the broker of (check one): the Buyer; or both the Buyer and Seller (Dual Agent).
Buyer's Agent Derek Lundberg License Number 00619884
 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 16 pages. The Parties are advised to read all 16 pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash) Purchase Price	\$ <u>350,000.00</u>	<input type="checkbox"/> All Cash
B	Close of Escrow (COE)	<input checked="" type="checkbox"/> <u>45</u> Days after Acceptance OR on <input type="checkbox"/> _____ (date) (mm/dd/yyyy)	
C	39A Expiration of Offer	3 calendar days after all Buyer Signature(s) or <u>01/13/2023</u> (date) at 5PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
D(1)	5A(1) Initial Deposit Amount	\$ <u>10,000.00</u> (<u>2.86</u> % 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 <input type="checkbox"/> _____
D(2)	5A(2) <input type="checkbox"/> 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 <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> _____
E(1)	5C(1) Loan Amount(s): First Interest Rate Points	\$ <u>262,500.00</u> (<u>75.00</u> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> FHA (Forms FVAC/HID attached) <input type="checkbox"/> VA (Form FVAC attached) <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(2)	5C(2) Additional Financed Amount Interest Rate Points	\$ _____ (_____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain rate above	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(3)	7A Occupancy Type	Investment, or if checked, <input type="checkbox"/> Primary <input type="checkbox"/> Secondary	
F	5D Balance of Down Payment	\$ <u>77,500.00</u>	
PURCHASE PRICE TOTAL		\$ <u>350,000.00</u>	

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VLPA REVISED 12/22 (PAGE 1 OF 16)

Buyer's Initials

PKK

JK

Seller's Initials

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 1 OF 16)

Realty Masters, 1855 E Vista Way Vista CA 92084
Derek Lundberg

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

Phone: 7607247141

Fax: 7609414693

www.lwof.com

Lot #1 Panoramic



Property Address: **2319 Panoramic Drive, Vista, CA 92084**

Date: **January 6, 2023**

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	<input type="checkbox"/> \$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____			
G(3)	21	<input type="checkbox"/> Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached). Seller's Broker's offer, if any, to compensate Buyer's Broker is unaffected unless Otherwise Agreed.		
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 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	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	
L(1)	8A	Loan(s)	17 (or <u>30</u>) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C	<input type="checkbox"/> Purchase of Manufactured Home Buyer has (or <input type="checkbox"/> has not) entered into contract to purchase a personal property manufactured home	17 (or _____) Days after Acceptance <input type="checkbox"/> Shall remain in effect until the Close Of Escrow of the Property	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8J. <input type="checkbox"/> CR attached
L(4)	8D	<input type="checkbox"/> Construction Loan Financing A draw from the construction loan will not (or will) be used to finance the Property	17 (or _____) Days after Acceptance	
L(5)	8E, 15	Investigation of Property	17 (or <u>30</u>) Days after Acceptance	
		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 <u>30</u>) Days after Acceptance	
L(6)	8F, 17A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 16A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 11E	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8I, 9B(2)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(10)	8L	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		
M		Possession	Time for Performance	
M		Vacant Lot Delivery Property to be delivered subject to tenant rights, if any, except _____	Upon notice of recordation On COE Date	
N		Documents/Fees/Compliance	Time for Performance	
N(1)	17A	Seller Delivery of Documents	7 (or <u>10</u>) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after receipt	
N(3)	11D(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	35	Evidence of representative authority	3 Days after Acceptance	

Buyer's Initials

PKK

dk

Seller's Initials



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: <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____		
P(2)		Excluded Items: <input type="checkbox"/> _____ ; <input type="checkbox"/> _____ ; <input type="checkbox"/> _____ ;		
Q	Allocation of Costs			
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	11D	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both <i>Seller's choice</i> _____ <input type="checkbox"/> Provided by: _____	<input checked="" type="checkbox"/> Environmental <input type="checkbox"/> Other _____
Q(2)	15B(1)(D)	Environmental Survey	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(3)	10	Gov't Point of Sale Requirements	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(4)	22B	Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both <i>1/2 to each</i> <input type="checkbox"/> Each to pay their own fees	Escrow Holder: <i>Eager Escrow</i>
Q(5)	16	Owner's title insurance policy	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	Title Company (If different from Escrow Holder): <i>Chicago Title</i>
Q(6)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(7)		County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(8)		City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(9)	11E(2)	HOA fee for preparing disclosures	Seller	
Q(10)		HOA certification fee	Buyer	
Q(11)		HOA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(12)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____	
Q(13)		<i>physical inspectio</i> fees/costs Reports	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(14)		_____ fees/costs Reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
R	Additional Tenancy Documents <input type="checkbox"/> Income and Expense Statements <input type="checkbox"/> Tenant Estoppel Certificate			
S	OTHER TERMS: <i>See Text Overflow Addendum (C.A.R. Form TOA) paragraph 1</i>			

- 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)
 - Other _____
- B. OTHER ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:
- Addendum # _____ (C.A.R. Form ADM)
 - Back Up Offer Addendum (C.A.R. Form BUO)
 - Assumed Financing Addendum (C.A.R. Form AFA)
 - Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
 - Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
 - Other _____
 - 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)
 - Other _____
- 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 Vacant Land Additional Investigation Advisory (C.A.R. Form BVLIA)
 - Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
 - Wire Fraud Advisory (C.A.R. Form WFA)
 - Wildfire Disaster Advisory (C.A.R. Form WFDA)
 - Trust Advisory (C.A.R. Form TA)
 - REO Advisory (C.A.R. Form REO)
 - Other _____
 - Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
 (Parties may also receive a privacy disclosure from their own Agent.)
 - Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
 - Short Sale Information and Advisory (C.A.R. Form SSIA)
 - Probate Advisory (C.A.R. Form PA)
 - 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 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 36, 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** FHA, VA, Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To 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), Assumed Financing, Subject To 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.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (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, 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 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.**B. CONDITION OF PROPERTY ON CLOSING:**

- (1) 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; and (iii) 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.
- (2) 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.

C. 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, 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 to 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 Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation 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: The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).

C. MANUFACTURED HOME PURCHASE: If checked in paragraph 3L(3), this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.**D. CONSTRUCTION LOAN FINANCING:** If checked in paragraph 3L(4), this Agreement is contingent upon Buyer obtaining a construction loan.**E. INVESTIGATION OF PROPERTY:** This Agreement is, as specified in paragraph 3L(5), contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.**F. REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in paragraph 3L(6), contingent upon Buyer's review and approval of Seller's documents required in paragraph 17A.**G. TITLE:**

- (1) This Agreement is, as specified in paragraph 3L(7), 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.

H. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in paragraph 3L(6), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 11D ("CI Disclosures").**I. 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(2), is, as specified in paragraph 3L(9), 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(9), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lienied items.**J. 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.**K. 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.

L. 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(10).

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Buyer's Initials

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Seller's Initials

**VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 5 OF 16)**

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) **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.
- (3) 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(2)**, 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.
- (4) 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)**.
- (5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
- (6) 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, all items specified in **paragraph 3P(2)** are excluded from the sale.

10. ALLOCATION OF COSTS FOR INSPECTIONS, REPORTS, TESTS, AND CERTIFICATES: Paragraphs **3Q(1-3)**, **(5)** and **(13-14)** 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)**.

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. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor 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. 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.)

D. 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.

E. 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 SPQ or ESD).
- (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 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.

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Buyer's Initials

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Seller's Initials

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VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 6 OF 16)

Property Address: 2319 Panoramic Drive, Vista, CA 92084Date: January 6, 2023

- F. SOLAR 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 may use the Solar Advisory and Questionnaire (C.A.R. Form SOLAR).
- G. ADDITIONAL DISCLOSURES:** Within the time specified in paragraph 3N(1), if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
- (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
 - (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295).
 - (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
 - (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6).
 - (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
 - (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
 - (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
 - (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
 - (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements, or similar matters that may affect the Property.
 - (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
 - (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
 - (12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.
 - (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
 - (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
 - (15) **SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
 - (16) **VIOLATION NOTICES:** Seller shall disclose any notice of violations of any Law filed or issued against the Property.
- H. MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 3N(1), Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly Deliver to Buyer any such notice obtained.
- I. 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.
- J. SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in paragraph 3N(1), complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- K. 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.
 - (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.

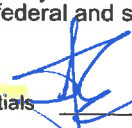
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Buyer's Initials

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Seller's Initials




VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 7 OF 16)

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: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, 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(5)**, 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(5)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
(E) Any other specific inspections of the physical condition of the land and improvements.
- (2) Buyer Investigations of any other matter affecting the Property, other than those that are specified as separate contingencies. Buyer Investigations include, but are not limited to, an investigation of the availability and cost of general homeowner's insurance, flood insurance, and fire insurance. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) 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(5)**, 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(5)** 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, except an appraisal received in connection with an FHA or VA loan.

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.

F. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.**

G. **SIZE, LINES, ACCESS, AND BOUNDARIES:** Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)

H. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.

I. **UTILITIES AND SERVICES:** Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.

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Buyer's Initials

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Seller's Initials

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 8 OF 16)

Property Address: 2319 Panoramic Drive, Vista, CA 92084Date: January 6, 2023

- J. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or otherwise), fungus or similar contaminant, materials, products, or conditions.
- K. GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- L. NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- M. PROPERTY DAMAGE:** Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.
- N. NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, 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 commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.
- O. COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- P. SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond Act of 1915.
- Q. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.
- R. MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
- 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(5)**. 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 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, 11A, 11D-J, 12A, 12B, 12C, 16A, 16D, and 35.**
- B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
- (1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(2)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11.**
- (2) Buyer may, within the time specified in **paragraph 3L(5)**, 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.

VLPA REVISED 12/22 (PAGE 9 OF 16)

Buyer's Initials

PKK

JK

Seller's Initials

JL

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 9 OF 16)

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Lot #1 Panoramic



- (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 or CC). However, if any report, disclosure, or information for which Seller is responsible, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has **5 Days** after Delivery of any such items, or the times specified in **paragraph 3L**, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. 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 8I**; (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 **35**; (viii) Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 34**; 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**, whether or not the Scheduled Performance Day falls on a Saturday, 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 and 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.
- 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.

Property Address: 2319 Panoramic Drive, Vista, CA 92084Date: January 6, 2023

- 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 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.
- 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, 11A, 11E(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A or paragraph 3 of the Real Estate Brokers Section 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, 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 and paragraph 3 of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs 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). 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 37A**.
- 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 AOOA). 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.
- 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.

PKK / JK

[Handwritten signature]



Property Address: 2319 Panoramic Drive, Vista, CA 92084Date: January 6, 2023

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), or (ii) an electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. 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. 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 agree 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 39** or **paragraph 40**.
 - 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. **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.
34. **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.**

VLP A REVISED 12/22 (PAGE 13 OF 16)

Buyer's Initials

PKK

JK

Seller's Initials

JK



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS VLP A PAGE 13 OF 16

Property Address: **2319 Panoramic Drive, Vista, CA 92084**

Date: **January 6, 2023**

35. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraph 39 and 40 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, as specified in paragraph 3N(4), 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).

36. LIQUIDATED DAMAGES:

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).**

Buyer's Initials

PKK / JK

Seller's Initials

[Signature]

37. 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 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D.

38. 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

PKK / JK

Seller's Initials

[Signature]

Buyer's Initials

PKK / JK

Seller's Initials

[Signature]



Property Address: 2319 Panoramic Drive, Vista, CA 92084

Date: January 6, 2023

39. 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 35** for additional terms.
 - (3) The name(s) of the Legally Authorized Signer(s) is/are: _____
 - (4) 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).
 - (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

C. The VLPA has 16 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, Praveen Kumar Koratala Date: 01/06/2023

Printed name of BUYER: Praveen Kumar Koratala

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

(Signature) By, Sree Lakshmi Koratala Date: 01/06/2023

Printed name of BUYER: Sree Lakshmi Koratala

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

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

40. 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 35** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: JAMES F. ELLIOTT
- (4) 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).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

C. The VLPA has 16 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. **SELLER SIGNATURE(S)**
(Signature) By, [Signature] President Date: 1/13/2023

Printed name of SELLER: Vista Fire Protection District

Printed Name of Legally Authorized Signer: JAMES F. ELLIOTT Title, if applicable, President

(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. Cooperating Broker Compensation: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
4. 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.
5. Agents' Signatures and designated electronic delivery address:

A. Buyer's Brokerage Firm Realty Masters Lic. # 00452898
 By Derek Lundberg Lic. # 00619884 Date 01/06/2023
 By _____ Lic. # _____ Date _____
 Address 1855 E VISTA WAY City VISTA State CA Zip 92084
 Email dlundb@tenncaol.com Phone # 760-519-0760

- 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) (check all that apply):

- Email above Text to Phone # above Alternate: _____

B. Seller's Brokerage Firm Realty Masters Lic. # 00452898
 By Stephanie Cavanaugh Lic. # 00913229 Date 1/13/2023
 By _____ Lic. # _____ Date _____
 Address 1855 E. VISTA WAY City VISTA State CA Zip 92084
 Email cavanaughrealtymasterse@gmail.com Phone # 760 458 0016

- 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) (check all that apply):

- Email above Text to Phone # above Alternate: _____

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 19 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 and Innovation, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: SC / _____ Seller's Brokerage Firm presented this offer to Seller on 1/11/23 (date).
 Broker or Designee Initials

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VLPA REVISED 12/22 (PAGE 16 OF 16)

Buyer's Initials

PKK

JK

Seller's Initials

[Signature]



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 16 OF 16)



CALIFORNIA ASSOCIATION OF REALTORS®

SEPTIC INSPECTION, WELL INSPECTION, PROPERTY MONUMENT, AND PROPANE TANK ALLOCATION OF COST ADDENDUM

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

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [] other [] dated January 6, 2023 ("Agreement"), on property known as: 2319 Panoramic Drive, Vista, CA 92084 ("Property"), in which Praveen Kumar Koratala, Sree Lakshmi Koratala is referred to as Buyer and Vista Fire Protection District is referred to as Seller. Buyer and Seller are referred to as the "Parties."

1. SEPTIC INSPECTION AND ALLOCATION OF COST (CHECK ALL THAT APPLY):

(Information about septic systems can be found at https://www3.epa.gov/npdes/pubs/homeowner_guide_long.pdf)

A. INSPECTION AND REPORT

[] Buyer [] Seller shall pay for septic system to be inspected and a report prepared by a qualified septic professional.

B. LOCATION AND ACCESSING

[] Buyer [] Seller shall pay for locating, accessing and identifying septic system or [] tank only.

C. PUMPING

[] Buyer [] Seller shall pay for septic tank pump and dump fees.

D. CERTIFICATION

[] Buyer [] Seller shall pay for certification by a qualified septic professional or [] by the City/County of []

NOTE: Not all cities or counties require certification. Those cities and counties that do require certification, may not have the same requirements as others; Some may require only a filing of required forms or reports, or require nothing at all.

If, in order to obtain the certification, additional costs are needed to repair the septic tank or system or otherwise bring it into compliance with applicable law, further written agreement regarding costs and liability is required. If agreement is not reached within the time for removing the Buyer investigation contingency or [] the loan contingency or [] other [], then either party may cancel the Agreement.

E. EXCAVATION

[] Buyer [] Seller shall pay for excavation of []

F. (If checked []) ALTERNATIVE SEPTIC SYSTEMS: The Property has an alternative septic system (Alternative System). Seller shall provide to Buyer, if available to Seller, the following information: (i) the name of the servicer of the Alternative System, (ii) how often service of the Alternative System is required, and (iii) the annual cost of servicing the Alternative System.

G. OTHER

[] Buyer [] Seller shall pay for []

2. WELL INSPECTION AND ALLOCATION OF COST (CHECK ALL THAT APPLY):

(Information about Well Standards, Well Completion Reports and Well Basics can be found at https://water.ca.gov/Programs/Groundwater-Management/Wells.)

A. GOVERNMENT REPORT

[] Seller shall provide to Buyer, if in Seller's possession, the State of California Well Completion Report issued by [] (local government agency). Whether or not Seller provides such a report to Buyer, Seller authorizes the local government agency to release any available report to Buyer.

B. WATER PRODUCTIVITY

[] Buyer [] Seller shall pay for water productivity (Gallons Per Minute) testing provided by []

C. BACTERIAL TESTING

[] Buyer [] Seller shall pay for testing of bacterial contaminant's including fecal material and e-coli from a chlorine free water sample(s). Testing shall be provided by []

D. CHEMICAL/RADIOLOGICAL TESTING

[] Buyer [] Seller shall pay for testing of organic, and inorganic chemical and radiological contaminants ([] specifically including, but not limited to, []). Testing shall be provided by []

E. OTHER

[] Buyer [] Seller shall pay for []

If additional costs are needed to repair the well or otherwise bring it into compliance with applicable law, further written agreement regarding costs and liability is required. If agreement is not reached within the time for removing the Buyer investigation contingency or [] the loan contingency or [] other [], then either party may cancel the Agreement.

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SWPI REVISED 12/21 (PAGE 1 OF 2) Buyer's Initials

PKK

LK

Seller's Initials

[Handwritten signature]



SEPTIC INSPECTION, WELL INSPECTION, PROPERTY MONUMENT, AND PROPANE TANK ALLOCATION OF COST ADDENDUM (SWPI PAGE 1 OF 2)

Property Address: 2319 Panoramic Drive, Vista, CA 92084

Date: January 2, 2023

3. PROPERTY MONUMENT, CORNERS AND BOUNDARIES (CHECK ALL THAT APPLY):

The Parties acknowledge that only a licensed surveyor can legally mark property monuments, corners and boundaries.

A. Buyer Seller shall pay for the services of a licensed land surveyor to locate and identify Property monuments, Property corners, Property boundaries, _____

B. OTHER: Buyer Seller shall pay for _____

4. PROPANE (CHECK ALL THAT APPLY):

A. (1) Propane tank is Leased or Owned
(2) Seller shall, within the time specified in the Agreement, disclose to Buyer the contact information for the propane service provider.

B. (1) The amount of propane gas in the tank shall be measured prior to Buyer's final verification of condition.

(2) Buyer shall reimburse Seller for the cost of the propane gas remaining in the tank.

C. OTHER: Buyer Seller shall pay for _____

By signing below, the undersigned acknowledge that each has read, understands, received a copy and agrees to the terms of this Septic, Well Inspection, Property Monument, and Propane Tank Allocation of Cost Addendum.


Buyer  Praveen Kumar Koratala Date 01/06/2023
Praveen Kumar Koratala

Buyer  Sree Lakshmi Koratala Date 01/06/2023
Sree Lakshmi Koratala

Seller  Vista Fire Protection District Date 1/23/2023
Vista Fire Protection District

Seller _____ Date _____

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SWPI REVISED 12/21 (PAGE 2 OF 2)



SEPTIC INSPECTION, WELL INSPECTION, PROPERTY MONUMENT, AND PROPANE TANK ALLOCATION OF COST ADDENDUM (SWPI PAGE 2 OF 2)



CALIFORNIA
ASSOCIATION
OF REALTORS®

BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, 11/13)

Property Address: 2319 Panoramic Drive, Vista, CA 92084

(“Property”).

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

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 the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase 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 that 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. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **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.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

- 1. FINANCE:** Financing the purchase of vacant land finance and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
- 2. CONSTRUCTION COSTS:** If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact directly any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
- 3. UTILITIES:** Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
- 4. ENVIRONMENTAL SURVEY:** Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

Buyer's Initials

PKK

lk

Seller's Initials

[Handwritten Signature]

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BVLIA 11/13 (PAGE 1 OF 2)

BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY (BVLIA PAGE 1 OF 2)

Realty Masters, 1855 E Vista Way Vista CA 92084
Derek Lundberg

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

Phone: 7607247141

Fax: 7609414693

Lot #1 Panoramic

www.lwolf.com



Property Address: 2319 Panoramic Drive, Vista, CA 92084

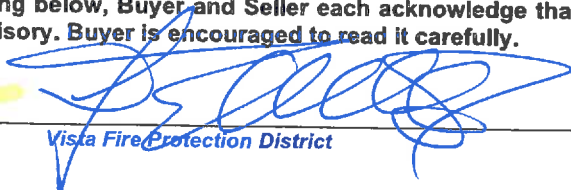
Date: _____

- 5. **NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
- 6. **SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

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

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER



Vista Fire Protection District

Date 1/12/2023

SELLER

Date _____

BUYER

Authenticate

 Praveen Kumar Koratala
 Authenticate
 Praveen Kumar Koratala

Date 01/06/2023

BUYER

Authenticate

 Sree Lakshmi Koratala
 Authenticate

Date 01/06/2023

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BVLI 11/13 (PAGE 2 OF 2)



BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY (BVLI PAGE 2 OF 2)



WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/21)

Property Address: 2319 Panoramic Drive, Vista, CA 92084 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

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

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

ACCORDINGLY, YOU ARE ADVISED:

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

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

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565
National White Collar Crime Center: http://www.nw3c.org/
On Guard Online: https://www.onguardonline.gov/

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

Buyer/Tenant Praveen Kumar Koratala Praveen Kumar Koratala Date 01/06/2023
Buyer/Tenant Sree Lakshmi Koratala Sree Lakshmi Koratala Date 01/06/2023
Seller/Landlord Vista Fire Protection District Date 1/13/2023
Seller/Landlord Date

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



CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE
(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant Praveen Kumar Koratala Date 01/06/2023

Buyer/Seller/Landlord/Tenant Praveen Kumar Koratala Date 01/06/2023

Sree Lakshmi Koratala

1/13/2023

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CCPA REVISED 12/22 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)



FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 6/22)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7.; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC § 10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
 - Appraisers

8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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FHDA REVISED 6/22 (PAGE 1 OF 2)

FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)

Realty Masters, 1855 E Vista Way Vista CA 92084
Derek Lundberg

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

Phone: 7607247141

Fax: 7609414693

www.ltwolf.com

Lot #1 Panoramic



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheelchair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://www.dfeh.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant Praveen Kumar Koratala Praveen Kumar Koratala Date 01/06/2023

Buyer/Tenant [Signature] Sree Lakshmi Koratala Date 01/06/2023

Seller/Landlord [Signature] Vista Fire Protection District Date 1/13/2023

Seller/Landlord _____ Date _____

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

BUYER RIGHTS AND DUTIES:

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

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

SELLER RIGHTS AND DUTIES:

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

BROKER RIGHTS AND DUTIES:

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



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		68. Zone Maps May Change	11

A. Investigation of Physical Conditions

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

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

3. **FORMALDEHYDE:** Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants." Brokers do not have expertise in this area.
4. **GEOLOGIC HAZARDS:** Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s). Brokers do not have expertise in this area.
5. **INSPECTIONS:** Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in these areas.
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.
- California Department of Insurance ("Wildfire Resource") <http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm>; 1-800-927-4357
 - Governor's Office of Emergency Services "Cal OES" California Wildfires Statewide Recovery Resources <http://wildfirerecovery.org/>
 - California Department of Forestry and Fire "Cal Fire" <http://fire.ca.gov/> and <https://www.readyforwildfire.org/>
 - California Department of Transportation <https://calsta.ca.gov/>
 - California Attorney General <https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1>

Brokers do not have expertise in this area.

B. Property Use and Ownership

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

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Lot #1 Panoramic



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. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 13. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS:** Buyer and Seller are advised that state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters, and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing or retrofitting low-flow toilets and showerheads, gas shut-off valves, fireplaces, and tempered glass. Further, there may be potential health impacts from air pollution caused from burning wood. Exposure to particulate matter from the smoke may cause short-term and long-term health effects. Buyers should consult with licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance. Brokers do not have expertise in this area.
- 14. SHORT TERM RENTALS AND RESTRICTIONS:** Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent-out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and



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

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

C. Off-Site and Neighborhood Conditions

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



other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions <http://www.faa.gov/uas/faqs/>). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at www.cahighspeedrail.ca.gov/. 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://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.

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D. Legal Requirements (Federal, State and Local)

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

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

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

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

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

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

E. Contract Related Issues and Terms

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

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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

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

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

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Lot #1 Panoramic



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

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

G. Local Disclosures and Advisories

1. LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

The following disclosures or advisories are attached:

- A. _____
- B. _____
- C. _____
- D. _____

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

BUYER Praveen Kumar Koratala Praveen Kumar Koratala Date 01/06/2023

BUYER [Signature] Sree Lakshmi Koratala Date 01/06/2023

SELLER [Signature] Vista Fire Protection District Date 1/13/2023

SELLER _____ Date _____

Real Estate Broker (Buyer's Brokerage Firm) Realty Masters DRE Lic. # 00452898

By Derek Lundberg Derek Lundberg DRE Lic.# 00619884 Date 01/06/2023

Real Estate Broker (Seller's Brokerage Firm) Realty Masters DRE Lic. # 00452898

By Stephanie Cavanaugh Stephanie Cavanaugh DRE Lic.# 00913229 Date 1/13/2023

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FAIR APPRAISAL ACT ADDENDUM
(C.A.R. Form FAAA, 6/22)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR Other ("Agreement"), dated 01/06/2023, on property known as 2319 Panoramic Drive, Vista, CA 92084 ("Property"), in which Vista Fire Protection District is referred to as ("Seller") and Praveen Kumar Koratala, Sree Lakshmi Koratala is referred to as ("Buyer").

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.

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.

By signing below, Buyer and Seller has each read, understands and acknowledges receipt of a copy of this Fair Appraisal Act Addendum.

Buyer	 <u>Praveen Kumar Koratala</u>	Date <u>01/06/2023</u>
Buyer	 <u>Sree Lakshmi Koratala</u>	Date <u>01/06/2023</u>
Seller	 <u>Vista Fire Protection District</u>	Date <u>1/13/2023</u>
Seller		Date _____

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FAIR APPRAISAL ACT ADDENDUM (FAAA PAGE 1 OF 1)



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WILDFIRE DISASTER ADVISORY
(For use with properties in or around areas affected by a wildfire)
(C.A.R. Form WFDA, Revised 6/22)

1. **WILDFIRE DISASTERS:** Buyer/Lessee is aware that as a result of recent wildfire disasters there are current and unresolved health and safety concerns related to the aftermath and clean-up of the wildfire disaster areas, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the affected areas of the wildfires. Unfortunately, the impact of wildfires has not been limited to the fire areas themselves. Many areas have had air quality impacted by smoke and air particulates from distant fires. Additionally, fires continue to occur in previously unaffected areas. Fires may be an issue throughout the state of California.
2. **WILDFIRE DISASTER CONCERNS AND ISSUES:** The following non-exhaustive list represents concerns and issues that may impact Buyer/Lessee decisions about purchasing or leasing property impacted by a wildfire disaster, both currently and in the future. It is not intended to be, nor can it be, a check list for all issues that might arise when purchasing or leasing property impacted by a wildfire disaster; **concerns and issues include, but are not limited to:**
 - A. Insurance related issues such as past claims, the importance of identifying the insurability of the property, and the availability and the cost of insurance as early in the process as possible;
 - B. Lot clearing costs and requirements; toxic materials analysis, debris removal requirements;
 - C. Whether the home has been fire hardened, and if so to what extent, to help reduce the risk of the structure catching fire;
 - D. Local, state and federal requirements for cleanup and building approvals;
 - E. Air quality, soil quality, and any other environmental or personal health concerns, even after the wildfire event has ended;
 - F. Timelines, costs and requirements when obtaining required permits for building and utilities installation;
 - G. Availability of and access to electricity, gas, sewer and other public or private utility services;
 - H. Water delivery/potability; septic and/or sewer design; requirements and construction costs;
 - I. Potential redesign of streets and infrastructure including possible eminent domain, land condemnation and/or acquisition;
 - J. Inconvenience and delays due to road construction and unavailability of various goods, systems, or services; and
 - K. Impact that federal, state or local disaster declarations may have on materials prices, costs and rents.
3. **BUYER/LESSEE ADVISORIES: Buyer/Lessee is advised:**
 - A. To check early in your transaction to determine if you are able to obtain insurance on the property.
 - B. To investigate to their own satisfaction any and all concerns of Buyer/Lessee about the intended use of the property.
 - C. That the area of the wildfire disaster will likely be under construction for a protracted period of time after a fire, and Buyer/Lessee may be inconvenienced by delays, traffic congestion, noise, dust, intermittent utilities availability.
 - D. That due to the extraordinary catastrophe of a wildfire, there may be changes and variations in local, state or federal laws, codes, or requirements throughout the ongoing process of planning and rebuilding in the wildfire disaster area.
 - E. That some insurers have reduced or cancelled offerings for fire insurance or increased costs that impact a Buyer/Lessee's ability to afford or qualify for loans or meet income ratios for rentals.
 - F. That if you are not able to obtain fire insurance and have removed property investigation or loan contingencies you may be in breach of the purchase or rental agreement.
4. **RESOURCES:** Below is a non-exhaustive 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 "WildfireResource" <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 <https://wildfirerecovery.caloes.ca.gov/>
 - C. California Department of Forestry and Fire ("Cal Fire") <https://calfire.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>
 - F. The American Institute of Architects "Wildfire Recovery Resources" <https://aia.org/pages/165776-wildfire-recovery-resources>
 - G. Buyer/Lessee is advised to check all local municipalities (County, City, and/or Town where the property is located) for additional resources.
5. **FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY:**
 - A. California law requires certain disclosures be made concerning a property's compliance with safeguards that may minimize the risk of a structure on the property catching fire (fire hardening) and that an agreement be reached concerning compliance with requirements that the area surrounding structures be maintained to minimize the risk of the spread of wildfires (defensible space). The fire hardening and defensible space laws only apply if, among other requirements, the property is located in either a **high or very high fire** hazard severity zone. If there exists a final inspection report covering fire hardening or defensible space compliance, such a report may need to be provided to the buyer. C.A.R. Form FHDS may be used to satisfy the legal requirements.
 - B. **WHERE TO LOCATE INFORMATION:** Seller has the obligation to determine if compliance with the fire hardening and defensible space requirements are applicable to Seller and the property. It may be possible to determine if a property is in a **high or very high** fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed.

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WILDFIRE DISASTER ADVISORY (WFDA PAGE 1 OF 2)



Realty Masters, 1855 E Vista Way Vista CA 92084
Derek Lundberg

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Phone: 7607247141

Fax: 7609414693

www.lwof.com

Lot #1 Panoramic

C. Even if the Property is not in either of the zones specified above, or if the Seller is unable to determine whether the Property is in either of those zones, if the Property is in or near a mountainous area, forest-covered lands, brush covered lands, grass-covered lands or land that is covered with flammable material, a Seller may choose to make the disclosures because a Buyer might consider the information material. Reports in the Seller's possession that materially affect the value and desirability of the property shall be Delivered as provided by the agreement.


6. **BUYER/LESSEE ACKNOWLEDGEMENT:** Buyer/Lessee understands that Real Estate Agents and Real Estate Brokers have no authority or expertise for providing guidance through the process of investigating the concerns described herein. Buyer/Lessee has an affirmative duty to exercise reasonable care in protecting themselves.

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

Buyer/Lessee  _____ Date 01/06/2023
Praveen Kumar Koratala

Buyer/Lessee  _____ Date 01/06/2023
Sree Lakshmi Koratala

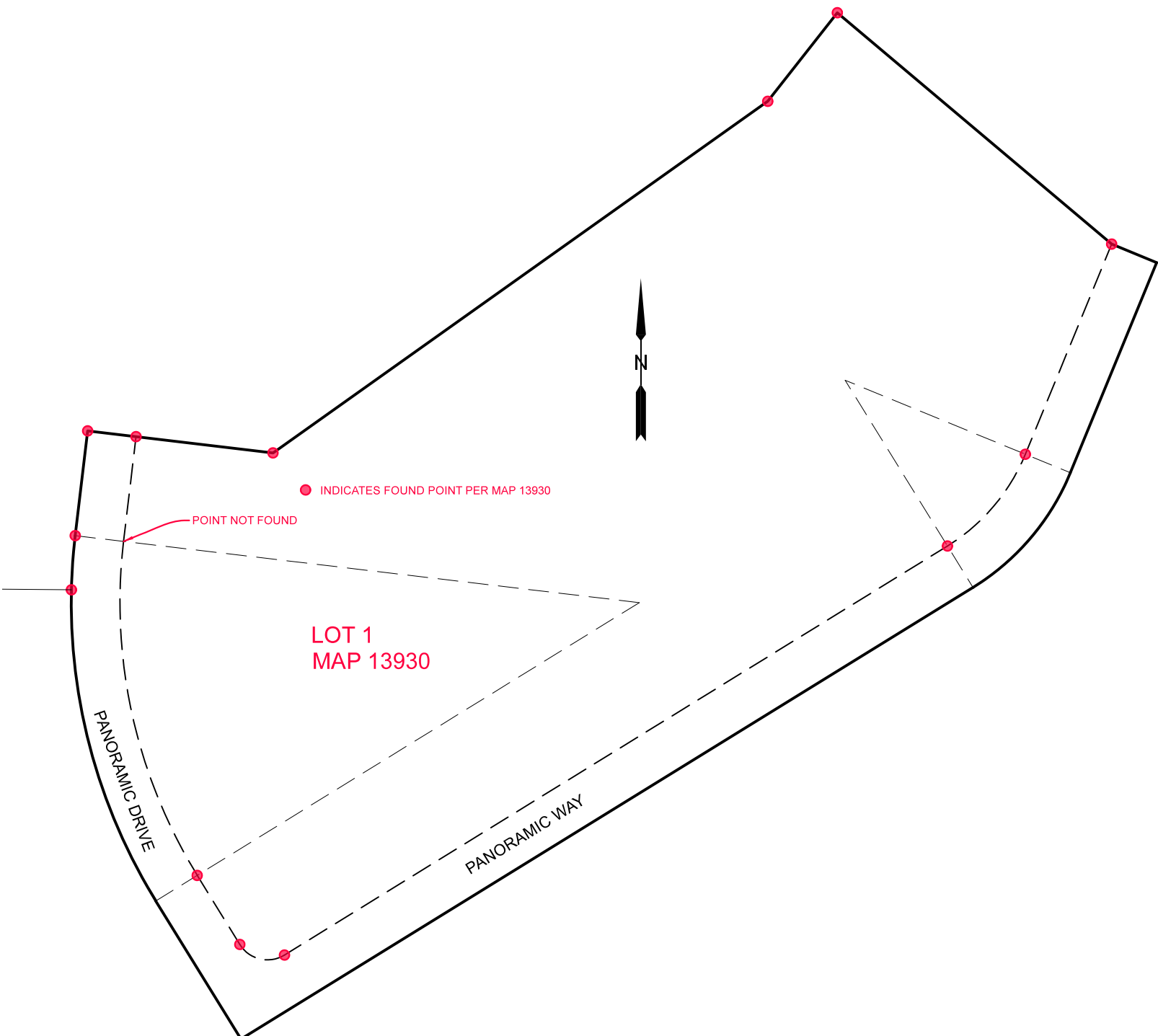
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WILDFIRE DISASTER ADVISORY (WFDA PAGE 2 OF 2)





● INDICATES FOUND POINT PER MAP 13930

POINT NOT FOUND

LOT 1
MAP 13930

PANORAMIC DRIVE

PANORAMIC WAY

N

STAFF REPORT

22-04

TO: BOARD OF DIRECTORS
FROM: CRAIG USHER, DEPUTY CHIEF / FIRE MARSHAL
SUBJECT: ANNUAL WEED ABTEMENT LETTER
DATE: FEBRUARY 08, 2023



RECOMMENDATION

It is recommended that the District Board of Directors authorize the attached general letters for weed abatement notification in the fire district, letters will be mailed out April 17, 2023.

BACKGROUND

Each year in April, staff compiles a listing of parcels that have been identified to potentially have parcels that will need to be cleared of weeds and other flammable vegetation.

Staff provides in person visual inspection o each parcel on the master weed abatement list usually starting July 1st. Follow up notices and inspections can occur if parcel owners are found to be out of compliance. In some cases, a parcel can be forcibly abated if required.

Attachment(s)

1. Weed Abatement Letter



(DATE)

Property APN:
Property Address:

NOTICE TO CLEAN PREMISES

(Please Note: This is not a notice to grade your property.)

The Vista Fire Department and the Vista Fire Protection District, in an effort to prevent excess fuels for vegetation fires, are providing the following notice and policies to all who own parcels within these jurisdictions.

WEED ABATEMENT POLICY

This policy applies to both improved and unimproved land that is subject to weed and brush abatement in the City of Vista and the Vista Fire Protection District.

Native brush and chaparral that have been cleared or thinned previously in the past five (5) years shall be modified in the same manner for a minimum distance of one hundred (100) feet measured from the closest combustible structure, discounting fences. Fuel modification shall conform to the standard requirements. Further information may be obtained at the web address listed at the end of this document.

Native brush and chaparral that have not been previously cleared or modified in the past five (5) years must be assessed on a case-by-case basis to determine whether the removal will conflict with the Federal Endangered Species Act of 1993. Questions should be forwarded to Fish and Wildlife Service at (760) 431-9440.

All property owners and contractors are required to comply with State and Federal regulations regarding native vegetation, including the Endangered Species Act.

GENERAL POLICY (Note: This is not a grading permit.)

In general, parcels should only be mowed (per Fire Department standards). The Fire Chief or his agents may specify the method of clearance for any specific parcel.

Mowing

Mowing is the preferred method of clearing. All standing weeds and annual grasses shall be cut to within two (2) inches of the finished soil surface with an approved mechanical mower. Mowing shall sever vegetation from its roots, not simply lay it over. **When mowing is the method of clearing, a second mowing later in the season may be necessary.**

Unless prohibited by the Endangered Species Act, all parcels five (5) acres or less shall be completely mowed. For parcels over five (5) acres, please contact the Fire Department for guidance at (760) 643-5355.

Weed/annual grass removal is to be done as close to sidewalks, fences, curbs, streets, and obstructions as is possible and practical. Hand work (weed whacker, whip, string trimmer, etc.) may be required to complete the task on slopes, banks, or around obstacles.

Determination of whether the standard has been achieved rests with the Fire Marshal or his designee, with the Fire Chief acting as the final point of appeal.

Disking and grading is not permitted under this policy.

Property subject to weed abatement NOTICE TO CLEAN PREMISES, which is not cleared to the above standards by (Date), the deadline established in this posting, will be cleared by the City or District

(Continued on next page.)

contractor, and the cost and administrative charges thereof may be assessed against the land and collected through routine property tax billing. A final attempt to contact the property owner will be made prior to parcels going to forced abatement. This contact will either be by phone, an in-person meeting, posting a notice on the property, or by certified mail.

If you are clearing a parcel yourself or are using your own contractor, you must complete the clearing prior to (Date), the deadline established in this posting. Due to increased fire danger, no extensions will be granted. Parcels will be re-inspected beginning (Date), and the property owner will be notified of any deficiency in meeting the above policy. If you take no further action within ten (10) days after you are notified of a deficiency, the property will be cleared by the City or District contractor and appropriate fees will be charged, including the established administrative charge.

Notice is given that any weeds, grasses, dead trees, and/or dead palm fronds, eucalyptus, and/or pine tree limbs within six (6) feet of the ground upon the lot(s) or parcel(s) of land in the City of Vista and within the Vista Fire Protection District, California, as described on the address label by County Tax Assessor's Number, and in the street, sidewalk, and parkway adjacent thereto, are public nuisances in that they are a **fire hazard** or in all probability will become a fire hazard. Any rubbish, rubble, discarded asphalt, concrete, auto bodies and parts, or other waste material thereon that might interfere with the abatement of the aforementioned public nuisance are also a public nuisance.

Said public nuisances are required to be abated before (Date). If not abated by this date, the Fire Marshal will authorize abatement, and the cost thereof may be assessed against the land and collected through routine property tax billing. An administrative fee of nine hundred forty dollars (\$940.00) per parcel cleared may be added to said costs regardless of the size of the parcel. An additional fee of four hundred twenty-three dollars (\$423.00) may be added if an administrative warrant is required to clear the parcel. Due to increased fire danger, no extensions will be granted.

For parcels located within the city limit of Vista:

The owner of said land, or authorized agent thereof, may appeal to the City Council of the City of Vista and show cause of why the public nuisance should not be abated. Such appeal shall be filed in writing with the City Clerk of Vista, 200 Civic Center Dr., Vista, CA, 92084, within ten (10) days from the date of this notice.

For parcels located outside city limits, but within the Vista Fire Protection District (unincorporated county):

The owner of said land, or authorized agent thereof, may appeal to the Board of Directors of the Vista Fire Protection District. Such appeal shall be filed in writing with the Secretary of the Board of the Vista Fire Protection District at 955 Vale Terrace Dr., Suite A, Vista, CA 92084 within ten (10) days from the date of this notice.

This notice is given pursuant to the provisions of Title 2, Chapter 2.36, Section 2.36.020 & Title 8, Chapter 8.60 of the Municipal Code of the City of Vista, California, City of Vista Ordinance 2016-14 and the Vista Fire Protection District Ordinance 2016-4 and No. 18, California Health & Safety Code § 13879, and Division 12, Part 5 (commencing with § 14875) and Division 12, Part 6, §§ 14930, 14931).

Dated and Posted: (Date), by order of the Vista Fire Department Fire Marshal.

CONTACT: VISTA FIRE DEPARTMENT (760) 643-5355

Information on vegetation management, an independent contractors list, or the Endangered Species Act is available online at www.cityofvista.com/weedabatement.

ADMINISTRATIVE POLICY AND PROCEDURES

POLICY TITLE	Training, Education, and Conferences
POLICY No.	1050
ADOPTED	
REVISED	

1050.1 PURPOSE

The Vista Fire Protection District is committed to wise and prudent use of its entrusted public funds, to conserve District resources and to keep expenses within community standards. The District is also committed to providing effective and responsive services to its constituents. Further, the District recognizes that, for the benefit and in the interests of the District, it is necessary for District staff and trustees to attend meetings and to travel in order to conduct District business.

Members of the Board of Directors are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve District operation. Hence, there is no limit as to the number of Directors attending a particular conference or seminar when it is apparent that their attendance is beneficial to the District.

This policy sets forth guidelines for travel and meeting attendance on District business, and for the reimbursement of expenses.

1050.1.1 "Junkets" (a tour or journey for pleasure at public expense), however, will not be permitted.

1050.2 POLICY

It is the policy of the District to encourage Board development and excellence of performance by reimbursing expenses incurred for tuition, travel, lodging and meals as a result of training, educational courses, participation with professional organizations, and attendance at local, state, and national conferences associated with the interests of the District.

1050.2.1 The Administrative Manager is responsible for planning for Directors for conference and registration expenses, and for per diem. Per diem, when appropriate, shall include reimbursement of expenses for meals, lodging, and travel. All expenses for which reimbursement is requested by Directors, or which are billed to the District by Directors, shall be submitted to the Administrative Manager, together with validated receipts.

1050.2.2 Attendance by Directors of seminars, workshops, courses, professional organization meetings, and conferences, shall be approved by the Board of Directors prior to incurring any reimbursable costs.

1050.2.3 Expenses to the District for Board of Directors' training, education and conferences should be kept to a minimum by utilizing recommendations for transportation and housing accommodations put forth by the Administrative Manager and by:

1. Utilizing hotel(s) recommended by the event sponsor in order to obtain discounted rates.
2. Directors traveling together whenever feasible and economically beneficial.
3. Requesting reservations sufficiently in advance, when possible, to obtain discounted air fares and hotel rates.

APPROVED: Board of Directors held (Date)

ATTEST:

ADMINISTRATIVE POLICY AND PROCEDURES		
POLICY TITLE	Training, Education, and Conferences	
POLICY No.	1050	
ADOPTED		
REVISED		Page 2 of 5

1050.3 A Director shall not attend a conference or training event for which there is an expense to the District, if it occurs after they have announced their pending resignation, or if it occurs after an election in which it has been determined that they will not retain their seat on the Board. A Director shall not attend a conference or training event when it is apparent that there is no significant benefit to the District.

1050.4 Upon returning from seminars, workshops, conferences, etc., where expenses are reimbursed by the District, Directors will either prepare a written report for distribution to the Board, or make a verbal report during the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Such reports will be deemed made if supplied in the agenda packets distributed to the Board and requesting parties.

ADMINISTRATIVE POLICY AND PROCEDURES

POLICY TITLE	Reimbursement Policy – Travel and Expenses	
POLICY No.	1051	
ADOPTED	February 8, 2023	
REVISED		Page 3 of 5

1051.1 POLICY

Pursuant to applicable State and Federal law, including AB 1234, District Board Members will be reimbursed, or the District may directly pay, for expenses incurred to attend Board approved professional or vocational meetings, actual and necessary travel, and incidental expenses while on official Board authorized business. Such expenses include, but are not limited to, mileage, meals, actual costs and expenses of travel, lodging (while on District business) and educational seminars or conferences necessary to serve as a Board Member.

District Board Members will be reimbursed in accordance with the provisions of the District’s Travel and Reimbursable Expense Policy with the following exceptions/additions:

1. Itemized receipts verifying appropriate claimed expenditures will be required, without exception;
2. Per diem for meals and meal allowances will not apply, and only reasonable and necessary meal expenses accompanied by a receipt will be reimbursed;
3. A full day of business for the purpose of lodging shall also include:
 - a. one additional day before the first day of the event if the Board Member spends in excess of four (3) hours in the performance of his/her official duties for such event (including, travelling, pre-conference gatherings, checking in to hotel and/or the event, etc.); one additional day before the first day of the event if the event location is more than 50 miles from the District; and
 - b. one additional day following the last day of the event if the Board Member spends in excess of four (3) hours in the performance of his/her official duties for such event, or one additional day after the last day of the event if the event location is more than 50 miles from the District.
4. Requests for reimbursement for expenses associated with family members, spouses, etc. will not be considered by the Board;
5. Conference lodging arrangements will utilize published group discount rates whenever available (when published group rates are not available, expenses must be administered in accordance with IRS guidelines); and;
6. Airfare shall be of the coach level travel. All air travel of 1,000 miles or less may be at the refundable coach travel level. All air travel over 1,000 miles shall be non-refundable ticketing.
7. Mileage reimbursement for Board travel shall be based on actual miles driven and total mileage reimbursement shall not exceed the applicable coach airfare amount as specified in (6) above.

1051.2 Non-Reimbursable Expenditures

Vista Fire Protection District maintains a strict policy that expenses in any category that could be perceived as lavish or excessive will not be reimbursed, as such expenses are inappropriate for reimbursement by a use of its entrusted public funds. Expenses that are not reimbursable* include, but are not limited to:

1. Travel insurance
2. First class tickets or upgrades

APPROVED: Board of Directors held (Date)

ATTEST:

ADMINISTRATIVE POLICY AND PROCEDURES		
POLICY TITLE	Reimbursement Policy – Travel and Expenses	
POLICY No.	1051	
ADOPTED		
REVISED		Page 4 of 5

3. One day membership fees for airline clubs, e.g., Admiral’s Club, Crown Club
4. When lodging accommodations have been arranged by the District and the individual elects to stay elsewhere, reimbursement is made at the amount no higher than the rate negotiated by the District. Reimbursement shall not be made for transportation between the alternate lodging and the meeting site.
5. Lodging Upgrades
6. Limousine travel
7. Movies, liquor, or bar costs
8. Spa or exercise charges
9. Clothing purchases
10. Toiletry articles
11. Supplemental travel or car rental insurance
12. Fines, penalties, or legal fees
13. Personal entertainment or recreational expenses
14. Expenses for spouses, friends, or relatives. If a spouse, friend, or relative accompanies District representatives and/or employees on a trip, it is the responsibility of District personnel/representative to determine any added cost for double occupancy and related expenses and to make the appropriate adjustment in the reimbursement request.

1051.2.1 In addition to the specific requirements of this Policy and the District’s Travel and Reimbursable Expense Policy, reimbursement to Board Members shall be governed by the over-arching principle that such reimbursements are made from the taxpayers’ dollars. As such, Board Members shall refrain from any activity that seeks to “maximize” his/her reimbursement, including, but not limited to, obtaining extravagant or unnecessary meals. Notwithstanding any technical compliance with this Policy or the Travel and Reimbursable Expense Policy, the Board reserves the right to withhold or recoup any reimbursement that the Board determines to be not consistent with this over-arching principle.

1051.3 Travel Expense Reports

In order to be reimbursed, the Board Member shall present itemized receipts (or a record of mileage) to the Clerk of the Board or Administrative Manager on an expense report, provided by the District, on a monthly basis, and at no time more than 30 days after incurring the expense.

1051.3.1 District Board Members will submit a *District Travel and Expense Reimbursement Form*, no more than 30 days after incurring an expense, for all expenses incurred and paid for by the District even if there is no reimbursement due the District Board Member. This includes all pre-paid events by the Fire District and purchasing card expenses. Board Members need not submit a Travel and Reimbursement Statement for any events for which a stipend is requested or events where the District purchases a table for both staff and Board Members.

1051.3.2 The Board of Directors shall also review Travel and Expense Reimbursement Forms within 60 days of travel completion to ensure compliance with Board Policies. It is recognized that periodically Board Members are requested to represent the Fire District at community assigned or approved meetings other than those listed in Section 1050. In these instances, the Board President may authorize Board Members attendance; however, expenses may only be reimbursed after ratification at the next regular Board meeting.

ADMINISTRATIVE POLICY AND PROCEDURES

POLICY TITLE	Reimbursement Policy – Travel and Expenses	
POLICY No.	1051	
ADOPTED		
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1051.3.3 All expenses that do not fall within the adopted reimbursement policy or IRS reimbursable rates are required to be approved by the Board of Directors in a public meeting prior to the expense being incurred. Expenses that do not adhere to the adopted reimbursement policy or the IRS reimbursable rates, and that do not receive approval from the Board of Directors in a public meeting, shall not be eligible for reimbursement.

1051.3.4 Individual Board Members will sign their *Board Travel and Reimbursement Expense Form* to confirm compliance with Board Policy.

1051.3.5 Any Board Member may file for mileage reimbursement for attending Board approved meetings as referenced in Section 1050. located out of the boundaries of the District, including mileage to and from the airport from the District or home, whichever is less. Board Members may file a monthly expense report to the District for reimbursement. The mileage reimbursement shall comply with the IRS rules for mileage. In accordance with the District’s Travel and Reimbursable Expense Policy, documentation reflecting mileage with the most efficient route must be included as reference. The Travel and expense Reimbursement Form must be filed by the fifth day of the following month.

1051.3.6 When Board members travel, it is recommended that travel arrangements be made as far out from the travel date as reasonable to maximize the opportunity to obtain the best fare. Board Members shall not be reimbursed for travel agents or third-party companies for travel reservations since such services are unnecessary costs to the Fire District.

STAFF REPORT

23-05

TO: BOARD OF DIRECTORS
FROM: KARLENA RANNALS, ADMINISTRATIVE MANAGER
SUBJECT: BUDGET AUTHORIZATION -
PROCUREMENT OF MANAGED TECHNOLOGY SERVICES CONTRACT
DATE: FEBRUARY 3, 2023



The following budget action is requested for approval and/or modification:

Description	FY22/23 Budget	Funding Request	Funding Source	Action Requested
Procurement of Managed Technology Services	\$00	<u>Up to</u> \$1,000	General Fund	See Recommendation
Implementation Contingency	\$00	<u>\$500</u>	General Fund	See Recommendation
Total		\$1,500		

RECOMMENDATION

Authorize the Administrative Manager for the following:

1. Execute contract with RGM Consulting for Managed Technology Services
2. Approve monthly expenditure for the remainder of FY23 up to \$1,000
3. Approve *Implementation Contingency* of \$500, if needed

BACKGROUND

As the District seeks to develop its business processes, and its reliance on a computer system to conduct day-to-day operations, it is necessary to seek the services of an IT Consultant for management of its technology.

Technical support is essential for several reasons. A few of the benefits retaining the services of a subject matter expert is assisting in implementing the appropriate solutions, such as new hardware or data processing software, maintenance of the system, computer security, and the company's expertise in preventing breaches.

Through the professional network of the Administrative Manager, RGM Consulting was recommended as a viable resource by Valley Center Fire Protection District to provide such service.

CURRENT SITUATION

The District's current need of technical support is for the Office 365 account and computer security. The proposed contract is month-to-month, with a 30-day written notice for termination. . The Administrative Manager believes that the local company of RGM Consulting (company office in Vista, CA) will serve the district's current needs for a reasonable cost, with the ability to expand services when needed.

STAFF REPORT

23-06

TO: BOARD OF DIRECTORS
FROM: KARLENA RANNALS, ADMINISTRATIVE MANAGER
SUBJECT: BUDGET AUTHORIZATION –
VISTA FIRE PROTECTION DISTRICT WEBSITE REFRESH/UPDATE
DATE: FEBRUARY 3, 2023



The following budget action is requested for approval and/or modification:

Description	FY22/23 Budget	Funding Request	Funding Source	Action Requested
Website Update/Refresh	\$50,000 Special Projects	Up to \$5,000	General Fund	See Recommendation
Total		\$5,000		

RECOMMENDATION

Authorize the Administrative Manager for the following:

1. Execute contract with RGM Consulting for a website update and refresh
2. Approve project expenditure in FY23 for up to \$5,000

BACKGROUND

The Vista Fire Protection District current website www.vistafireprotectiondistrict.org needs an update. The current website is powered by Streamline. Staff under current contract does not have the hours available or necessary skill to update and or develop a new design.

Staff has discussed with RGM Consulting the option of their services to refresh and update the District's website. Until the website subcommittee can complete preliminary work on design and desired content, a final estimated cost is not known; however, through research an average cost for such work is \$2,000 - \$3,000. By investing in an updated website, it can enhance the user experience, simplify content management, and provide improved citizen centric information and customer service to the community, while meeting high standards for design quality and visual appeal. At a minimum, the new website must be developed with a responsive design that will adjust to all devices. Further, the site must be easily maintained without requiring HTML knowledge.

CURRENT SITUATION

The District's subcommittee for the Community Wildfire Protection Plan desires to utilize the District's website for community information and outreach. The FY23 budget included a line item for "undesignated special projects" in the amount of \$50,000.

With the current restrictions of staff time and the necessary skills, staff recommends the Board authorize the services of a third party vendor to update the District's website, with the goal of launching the redesign by July 1, 2023.

STAFF REPORT

23-07

TO: BOARD OF DIRECTORS
FROM: KARLENA RANNALS, ADMINISTRATIVE MANAGER
SUBJECT: BUDGET AUTHORIZATION –
DRAINAGE REPAIR - AZTEC LANDSCAPING
DATE: FEBRUARY 3, 2023



The following budget action is requested for approval and/or modification:

Description	FY22/23 Budget	Funding Request	Funding Source	Action Requested
Repair Drainage	\$50,000 (Repair & Upgrades)	\$632.20	General Fund	See Recommendation
Total		\$632.20		

RECOMMENDATION

Authorize District staff or ad hoc committee representative to authorize the work to be performed by Aztec Landscaping, and authorize the payment of such services.

BACKGROUND

Directors Miller and Ploetz have surveyed the drainage along the District's emergency access roads. In conjunction with their inspection, they determined that the soil should be removed that is piling up behind the sandbags that is causing standing water/flooding along the access roads.

CURRENT SITUATION

The District's FY23 budget includes a line item for repair and upgrades of \$50,000. A quote from Aztec Landscaping to repair the drainage is attached.

Attachment(s)

1. Aztec Landscaping



AZTEC LANDSCAPING, INC.

7980 Lemon Grove Way, Lemon Grove, CA 91945
State Contractor's Lic. No. 642504
Equal Opportunity Employer

PROPOSAL

Proposal Date: 1/30/2023
Proposal #: 638
Estimated By: Manuel Pinto

SUBMITTED TO
VISTA FIRE PROTECTION DISTRICT 450 S. MELROSE DRIVE VISTA, CA 9201-6664

PROJECT / LOCATION
VISTA FIRE PROTECTION DISTRICT Various Access Roads

Scope of Work	Rate	Est. Qty	Total
The following proposal is to remove the extra soil piling up behind the sand bags around the drains causing standing water/flooding along the emergency access roads.			
Par Valley Access Road (6 drains)	31.61	3	94.83
Fabry Lane Access Road (6 drains)	31.61	3	94.83
Hardell Lane Access Road (14 drains)	31.61	7	221.27
Catalina and Deeb Access Road (14 drains)	31.61	7	221.27

We propose hereby to furnish material, labor, equipment and all fees to complete in accordance with the above specifications.

PLEASE SIGN AND DATE THE SECTION BELOW AND RETURN TO OUR OFFICE:

Acceptance of Proposal ____ The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made on completion of job. Payment terms: Net 30. Signature _____ Date _____	Total \$632.20
	Submitted By: MP
	Note: This proposal may be withdrawn by us if not accepted in 30 days.