



To Statewide Buyer and Seller Advisory (CAR form SBSA)

PROPERTY ADDRESS: _____

The following disclosures are in addition to the Buyer’s Inspection Advisory (BIA-11) contained within the Purchase Agreement and Statewide Buyer and Seller Advisory (SBSA), which may have been provided as part of your purchase. Please read each section carefully and acknowledge by signing where indicated.

MINING

The Sierra Nevada foothills are in a mining region. Any property may have past or current ongoing mining activity, either surface or sub-surface. Many abandoned mine shafts, adits and mine tunnel air holes can be found in the Sierra Nevada foothills. Not all of these have been sealed, covered or blocked from access by the public or animals and have been known to collapse without warning. Not all of these have been identified or mapped as to exact location. Mining activities both past and present have been known to affect soils and ground water sources (i.e., water wells). You may contact the Environmental Protection Agency for further information at (916) 323-2514 or go online at www.calepa.ca.gov .

Serpentine rock, which may contain asbestos, is present in the soils of the Sierra Nevada foothills and may exist either on the property or in its vicinity. Buyer(s) should satisfy themselves as to the possible existence of exposed serpentine rock on the property or any serpentine-surfaced roads within the vicinity of the property and its hazards. You may contact the Environmental Protection Agency for further information at (916) 323-2514 or go online at www.calepa.ca.gov .

Currently a proposed gold mine is undergoing review with the County of Nevada. Please contact County of Nevada at 530-265-1423 or go online to www.mynevadacounty.com/3195/Idaho-Maryland-Mine---Rise-Grass-Valley for further information and any updates as to this proposed project.

SEWAGE DISPOSAL SYSTEMS

Many properties are served by sewage disposal systems (septic systems). Some septic systems may have mandatory annual maintenance agreements and associated fees. Buyer(s) should contact Nevada County Community Development Agency/ Environmental Health Department for further information or clarification at (530) 265-1222 or go online to www.mynevadacounty.com/cda (CAR Form SWPI)

If a septic system is to be installed on a property, it is strongly recommended that Buyer(s) obtain a perc and mantle report from a licensed professional to determine the type of system required and to research the availability of a new septic permit from the local governing authority. Buyer(s) are advised that any report obtained may not be valid in the future. You may contact the Nevada County Community Development Agency for further information at (530) 265-1222 or go online to www.mynevadacounty.com/cda .

A sewer backflow device may be required to be installed on homes within the city limits of Grass Valley and Nevada City. The backflow device may also be required in certain HOAs and PUDs. Contact the City of Grass Valley for further information on Ordinance #698 at the Engineering Division at (530) 274-4373, Public Works at (530) 274-4350 or go online to www.cityofgrassvalley.com. For more information on Nevada City’s Resolution #2005-12, contact the Nevada City offices at (530) 265-2496 or go online to www.mynevadacounty.com. If property is within an HOA or PUD, contact the respective administrative office to obtain requirements.

PROPANE TANKS:

If a propane tank services the property, the tank may contain propane that the Seller(s) has paid for. Seller(s) and Buyer(s) agree that the cost of any unused propane may be negotiated between Seller(s) and Buyer(s) prior to the

close of escrow. Seller(s) and Buyer(s) are advised to determine meter reading, mutually agree on terms and notify the escrow holder to calculate the proration. Buyer(s) understand and acknowledge that the Brokers and Agents make no representation or warranties as to the age, condition or viability of the propane tank or any of its component parts. Buyer(s) should confirm that the propane tank is owned or leased by the Seller(s). Buyer and Seller shall agree in writing as to the pro-ration of propane prior to closing escrow (refer to CAR form SWPI)

CONTRACTORS:

Any work needed including, but not limited to, plumbing, mechanical, electrical, decorative, landscaping and structural work, including pest inspection, well or septic repairs, should be done by a California Licensed Contractor or Service Provider. To check on the status of any contractor's license with the California Contractors State License Board, call (800) 321-2752 or go online at www.cslb.ca.gov.

EXISTING OR PREVIOUSLY DATED INSPECTIONS AND REPORTS:

Buyer(s) understand that these inspections and reports may not be valid at the time the contract was agreed upon but may be given for informational purposes only. Additional physical conditions not noted in these documents may exist. Conditions may have deteriorated or changed since they were issued. Costs or fees may exceed previously stated amounts and may not adequately assess the property condition. Buyer(s) are strongly urged to obtain new physical inspection reports from the appropriate professionals and make inquiries of the owner and entity that issued each of the reports. Buyer(s) should satisfy themselves regarding all existing reports and any new reports ordered during escrow. Distribution of some reports may be subject to applicable copyright laws.

Real Estate Brokers and Agents are not Home Inspectors or Professional Inspectors of any kind or nature. Buyer(s) should not confuse the visual inspection conducted by a Real Estate Broker or Agent with a Professional Inspection conducted by persons with specialized knowledge, expertise and experience in the conducting of a Professional Inspection of the various components of the property.

HI SPEED INTERNET ACCESS:

Prospective Buyers are advised that access to Hi Speed Internet through phone, cable or satellite may not be available in all parts of Nevada County or may have limited speeds available. Buyer is advised to investigate access to Hi Speed Internet even if service is currently being provided to the particular property in question if access is critical to buyer's decision regarding a particular property.

SHOOTING RANGES:

Buyer(s) are advised that there are shooting ranges in Nevada County, in addition to a county ordinance for private property owners outside city limits, that allow citizens to safely discharge firearms on their own property. Information can be found on www.mynevadacounty.com.

FIRE INSURANCE:

Much of Nevada County is located in a very high fire and/or wildland fire zone. Buyers should be aware that fire insurance may be difficult to obtain and are advised to seek insurance prior to or immediately following acceptance of purchase contract. Access to traditional fire insurance may not be obtainable on certain properties and homeowner may need to seek insurance from the California Fair Plan at 800-339-4099 or go online to www.cfpnet.com

WATER SHORTAGE/DROUGHT CONDITIONS:

California is experiencing drought conditions that may lead to water shortage and/or water conservation measures contact California Department of Water Resources at 916-653-5791 or go online to www.water.ca.gov, or from our local water district Nevada Irrigation District at 530-273-6185 or go online to www.NIDwater.com.

TREES:

Recent drought years have caused death and disease/infestation to many trees in the Sierras. Buyers are advised to consult with a licensed arborist regarding any questions about trees on the subject property. For further information go online to www.AreYouFireSafe.com .

PUBLIC SAFETY POWER SHUTOFFS:

Parts of California have experienced power shutoffs from their utility provider. These shutoffs can occur throughout the year, often precipitated by severe weather conditions such as heat, wind, or severely dry conditions. For more information please contact Pacific Gas & Electric Company at 800-743-5000 or www.pge.com .

ROAD MAINTENANCE:

If a private road accesses the property, a Road Maintenance Agreement may or may not exist. Section 845 of the California Civil Code states, "The owner of any easement in the nature of a private right of way, or of any land to which any easement is attached, shall maintain it in repair. If the easement is owned by more than one person or is attached to parcels of land under different ownership, the cost of maintaining it in repair shall be shared by each owner of the parcels of land, as the case may be, pursuant to the terms of any agreement entered into by parties for the purpose. In the absence of an agreement, the cost shall be shared proportionately to the use made of the easement by each owner."

Additional Resources:

- 1) www.calepa.ca.gov – California Environmental Protection Agency
- 2) www.cslb.ca.gov – California Contractors State License Board
- 3) www.fire.ca.gov – Clearance Requirements and Fire Zone Information
- 4) www.nccfire.com – Nevada County Consolidated Fire
- 5) www.myairdistrict.com – Air District (Local govt. resource/air quality management)
- 6) www.mynevadacounty.com –Building and Planning Departments, Assessor and Tax Collectors Offices
- 7) www.nid.dst.ca.us – Nevada Irrigation District
- 8) www.nevco.org and www.aboutnevadacounty.com/schools – School Information
- 9) www.areyoufiresafe.com

These disclosures highlight the most common issues in our region but may not address all issues important to each Buyer. Buyer(s) acknowledge that they should further investigate any specific areas of concern.

Buyer(s) and Seller(s) agree to hold harmless, indemnify and forever release all parties participating from any and all claims regarding the above items disclosed. Buyer(s) and Seller(s) may wish to obtain professional advice relative to the implications of these disclosures.

We highly recommend that you seek the advice of professionals. Your real estate broker or agent is qualified to advise on real estate matters. If you desire legal or tax advice you should consult an attorney or accountant.

I/We have read and acknowledged receipt of three (3) pages of this disclosure:

_____	_____	_____	_____
Buyer	Date	Seller	Date
_____	_____	_____	_____
Buyer	Date	Seller	Date

RIGHT TO FARM DISCLOSURE

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF _____, COUNTY OF _____, STATE OF CALIFORNIA, DESCRIBED AS _____. THIS STATEMENT IS A DISCLOSURE OF THE RELATIVE LOCATION OF SAID PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF _____, 20 ____, AND UNDER NEVADA COUNTY ORDINANCE NO. 1972 (COMMONLY REFERRED TO AS THE "RIGHT TO FARM ORDINANCE").

Nevada County Land Use and Development Code - Sec. L-XIV 1.3 Disclosure

Upon any transfer of real property by sale, exchange, installment land sale contract, lease with an option to purchase, any other option to purchase, or ground lease coupled with improvements, or residential stock cooperative improved with dwelling units, the transferor shall require that a disclosure statement containing substantially the following language is provided to, and a written acknowledgement thereof is signed by, the prospective buyer by inclusion in the disclosure form required by Article 1.5 of Chapter 2 of Title 4 of the California: Civil Code, commencing with Section 1102:

Nevada County Right to Farm Notice

Nevada County permits operation of properly conducted agricultural operations within the County. If the property you are purchasing is located near agricultural lands or operations or included within an area zoned for agricultural purposes, you may be subject to inconveniences or discomfort arising from such operations. Such discomfort or inconveniences may include, but are not limited to: noise, odors, fumes, dust, smoke, insects, agritourism, traffic, operation of machinery during any time of the day or night, storage and disposal of manure, and the ground or aerial application of spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides. One or more of the inconveniences described may occur as a result of any agricultural operation which is in conformance with existing laws and regulations and accepted customs and standards. Nevada County has determined in the Nevada County Right to Farm Ordinance that inconvenience or discomfort arising from a properly conducted agricultural operation on agricultural land will not be considered a nuisance for purposes of the Nevada County Code and that residents or users nearby property should be prepared to accept such inconveniences or discomfort as a normal and necessary aspect of living in a county with a strong rural character and an active agricultural sector. For more information about the Nevada County Right to Farm Ordinance see Article 1 of Chapter XIV of the Nevada County Land Use and Development Code or contact the Nevada County Agricultural Commissioner's Office.

The County elects to require this additional disclosure under the authority of California Civil Code Section 1102.6 et. seq., and failure to comply therewith is subject to the same remedies as other violations of the State disclosure statues. (Ord. 1627, 3/20/90; Ord. 2499, 11/16/21)

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE (3) DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

Receipt of a copy is hereby acknowledged.

Buyer

Date

Seller

Date

Buyer

Date

Seller

Date