

A Vacant Lot in Bay Point, CA

APN: 096-044-007

Case File: CECF23-00253

Title 8



Department of Conservation and Development

County Zoning Administrator

Monday - February 19, 2025 – 1:30 p.m.

STAFF REPORT

Agenda Item

Project Title: NOTICE OF FINE APPEAL HEARING

County File: CECF23-00253

Owners: LOPEZ MARTINE

Zoning: P-1

Site Address: 0 POINSETTIA AVE, BAY POINT, CA

Parcel Number(s): 096-044-007

Code Enforcement Officer: ARMANDO CARRASCO & WILLIAM LOVAN

Staff Recommendation: DENY APPEAL (SEE SECTION IV)

Notice of Fine Appeal Hearing

I. PROJECT DESCRIPTION

This is an appeal hearing for a Notice of Fine that was issued for Code Enforcement Case CECF23-00253. This case is for violation(s) of operating a landscaping business on the vacant property in a P-1 zoning district.

II. BACKGROUND

On March 10, 2023, Code Enforcement Staff observed a landscaping business operating from the vacant property in a P-1 zoning district.

On March 10, 2023, A Notice to Comply sent by mail to property owner.

On May 25, 2023, Code Enforcement Staff posted a **Notice of Violation** at the vacant property due to the operation of a landscaping business on the vacant property in a P-1 zoning district.

On July 20, 2023, Code Enforcement Staff posted a **Notice of Fine** at the vacant property due to the operation of a landscaping business on the vacant property in a P-1 zoning district.

On November 22, 2024, Code Enforcement Staff sent by mail a **letter in response** to a change of Inspector and a revised **Notice to Comply** letter.

III. DISCUSSION OF APPEAL POINTS

1. Claim of no zoning violation at the vacant property and that the violation has not been corrected.

While monitoring illegal dumping conditions at other properties in the neighborhood on weekday mornings, Code Enforcement Manager, Joe Losado, has observed “Curb Appeal Landscape” operating from the vacant property in a P-1 Zoning District. Operational activities including employees blocking Poinsettia Avenue while entering, parking, loading, and exiting the property with personal and company vehicles.

The SH designation of the Bay Point P-1 zoning district which the property is located, does not permit a landscaping business to operate on a vacant property.

2. Attorney of the property owner claims that the vacant property is currently listed for sale.

As of July 20, 2023, the property has yet to be sold and “Curb Appeal Landscape” continues to operate a landscaping business from the vacant property.

IV. RECOMMENDATIONS

Staff recommends that the County Zoning Administrator

- 1) Direct the property owner to discontinue/remove the violation OR
- 2) Direct the property owner to pay the fine amount listed in the Notice of Fine

Attachment: Notification from Code Enforcement

**Department of
Conservation and
Development**

30 Muir Road
Martinez, CA 94553

Phone:1-855-323-2626

**Contra
Costa
County**



John Kopchik
Director

Aruna Bhat
Deputy Director

Jason Crapo
Deputy Director

NOTICE TO COMPLY

March 10, 2023

LOPEZ MARTINE
PO BOX 972
CLAYTON, CA 94517-0972

SITE: 0 POINSETTIA AVE, BAY POINT, CA
APN: 096044007
REF: CECF23-00253

You are hereby notified that this department has observed your property at the above location and determined it is in violation of the Contra Costa County Ordinance Code for the following reason(s):

Violation Description and County Ordinance Code Section

1. On March 10, 2023, Department staff observed landscaping vehicles, materials, equipment, and machinery at the property. Accordingly, this is violation of Contra Costa County Ordinance 720. Regulation of Vacant Property; 720-6. Duty to Maintain Property; 720-6.204 & 720-6.404.
2. On March 10, 2023, Department staff observed a landscaping business operating from the property in a P-1 zoning district. Accordingly, this is violation of Contra Costa County Ordinance 82 & 84. Adoption of the Zoning Ordinance; 82-2.002. Land Use Enforcement; 82-2.006. Uses permitted in a P-1 Zoning District; 84-66.402.

You must clear the above violation(s) by taking the following corrective action(s):

Corrective Actions

1. Remove the landscaping vehicles, materials, equipment, and machinery from the property **within ten (10) days** of this notification
2. Discontinue the use and remove the landscaping business from the property **within ten (10) days** of this notification.

An investigation has begun and compliance is required to correct the above violation(s). A code enforcement fee shall be charged equal to two times the amount of all permit fees with a minimum of \$300.00. Zoning violation clearances require a minimum of a \$300.00 fee. A fee of \$150.00 per trip will be charged until compliance is met. The fees are additive to the building permit/zoning fees. **All fees are subject to change.**

If you fail to comply with this notice, this office will take one or more of the following actions:

- 1. Record this notice on property records**
- 2. Refer to County Counsel for legal action**
- 3. Issue a Citation – Court appearance, penalties and fines**
- 4. Notify the Franchise Tax Board (On rental units declared substandard)**
- 5. Obtain abatement order – All costs plus administrative fees billed to owner**
- 6. Administrative Penalty Procedures – Daily fines for each noted violation**

I may be reached at (925) 655-2806 any workday between 7:30 and 10:00 a.m.

Armando Carrasco

Armando Carrasco
Building Inspector/Code Enforcement Officer
Armando.Carrasco@dcd.cccounty.us

AAC:mlp

**Department of
Conservation and
Development**

30 Muir Road
Martinez, CA 94553

Phone: 1-855-323-2626

**Contra
Costa
County**



John Kopchik
Director

Jason Crapo
Deputy Director

Maureen Toms
Deputy Director

Deidra Dingman
Deputy Director

Ruben Hernandez
Deputy Director

Gabriel Lemus
Assistant Deputy Director

ADMINISTRATIVE PENALTY NOTICE OF VIOLATION
(Contra Costa County Ordinance Code, § 14-12.006)

May 25, 2023

LOPEZ MARTINE
PO BOX 972
CLAYTON, CA 94517-0972

SITE: 0 POINSETTIA AVE, BAY POINT, CA
APN: 096044007
REF: CECF23-00253

Our records indicate that you are the responsible party of record of the above-referenced property.

An inspection of the property was conducted on March 10, 2023, and the following violation(s) noted:

1. Landscaping business operating from a vacant property in a P-1 zoning district. Contra Costa County Ordinance 82 & 84. Adoption of the Zoning Ordinance; 82-2.002. Land Use Enforcement; 82-2.006. Uses permitted in a P-1 Zoning District; 84-66.402.

To correct this violation, you must:

1. Discontinue the use and remove the landscaping business from the property.

This violation must be abated within thirty (30) days from May 25, 2023.

If the violation is not abated within thirty (30) days from May 25, 2023, you may receive a Notice of Fine and be subject to an administrative fine of \$100 for the first day, \$200 for the second day, and \$500 for each subsequent day. Therefore, non-compliance could result in total fines of \$ 14,300.00 on top of any other fines already assessed.

Administrative Penalty Notice of Violation

LOPEZ MARTINE

May 23, 2023

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No fine will be incurred if the violation is abated within thirty (30) days from May 25, 2023.

Before the above-referenced thirty (30) day period expires, you may submit in writing to the Deputy Director, Building Inspection Division, 30 Muir Road, Martinez, CA 94553, any information, extenuating circumstance, or dispute in the determination of the existence of a violation or the amount of the fine to be imposed. If the Deputy Director, or designee, determines that an effort is being made to correct the violation(s), he or she may grant an additional period of time for correction of the violation(s). However, if an additional period of time is granted to correct the violation(s), you may be subject to additional fines not to exceed \$500 for each day the violation(s) continues to exist.

Failure to comply with this notice may result in, but is not limited to, any or all of the following actions:

1. Transmittal of Notice of Fine
2. Recordation of Notice of Fine with the Contra Costa County Recorder;
3. Declaration of lien recorded against the property;
4. Other actions for enforcement of a civil judgment.

Thank you for your attention to this matter. Please be advised that this notice only addresses violations of Title 8 of the County Ordinance Code. You may be required to obtain other permits in order to comply with other portions of the County Ordinance Code.



Armando Carrasco

Building Inspector/Code Enforcement Officer

(925) 655-2806

Armando.Carrasco@dcd.cccounty.us

**Department of
Conservation and
Development**

30 Muir Road
Martinez, CA 94553

Phone:1-855-323-2626

**Contra
Costa
County**



John Kopchik
Director

Jason Crapo
Deputy Director

Ruben Hernandez
Deputy Director

ADMINISTRATIVE PENALTY NOTICE OF FINE
(Contra Costa County Ordinance Code, § 14-12.006)

July 20, 2023

LOPEZ MARTINE
PO BOX 972
CLAYTON, CA 94517-0972

SITE: 0 POINSETTIA AVE, BAY POINT, CA
APN: 096044007
REF: CECF23-00253

Our records indicate that you are the responsible party of record of the above-referenced property. An inspection of the property was conducted on March 10, 2023, and the following violation(s) noted:

1. Landscaping business operating from a vacant property in a P-1 zoning district. Contra Costa County Ordinance 82 & 84. Adoption of the Zoning Ordinance; 82-2.002. Land Use Enforcement; 82-2.006. Uses permitted in a P-1 Zoning District; 84-66.402.

In the Notice of Violation dated May 25, 2023, you were advised of the options available to correct the violation on your property and the consequences of non-compliance.

Because the violation(s) have not been corrected, the Director has imposed on you a fine in the amount of \$14,300.00.

Payment shall be sent to Contra Costa County, Department of Conservation and Development, Community Development Division, 30 Muir Road, Martinez, CA 94553 **within thirty (30) days of the date of this notification**. The administrative penalty is a personal obligation, and failure to pay the penalty may result in the amount being made a lien and/or special assessment against your property, and other legal action may be taken to collect the penalty. If a judicial action is required to collect the penalty, the County will seek to recover its attorney fees and cost from you.

RIGHT TO APPEAL

You may appeal this fine by filing a written appeal with the Contra Costa County, Department of Conservation and Development, Community Development Division at 30 Muir Road, Martinez,

Administrative Penalty Notice of Fine

LOPEZ MARTINE

July 20, 2023

Page 2

CA 94553, within 15 calendar days of the date of mailing of this notice. The written appeal must contain:

1. A brief statement setting forth the interest you have in the matter relating to the imposition of the penalty;
2. A brief statement of the material facts you claim support the contention that no fine should be imposed or that a fine of a different amount is warranted; and
3. An address at which you agree that notice of any additional proceedings or an order relating to imposition of the fine may be received by first class mail.

If you file an appeal, the appeal hearing will be set no sooner than 20 days and no later than 45 days following the service date of the notice of appeal hearing. Notice of the appeal hearing will be mailed at least 12 calendar days before the date set for the hearing. Failure to appear will cause this notice to become a final order. If you fail to request an appeal, this notice shall be final. Government Code section 53069.4 authorizes judicial review of a final administrative order.

The Director may record a copy of this Notice of Fine with the Contra Costa County Recorder.

Department of Conservation and Development
Contra Costa County

Francisco Avila

Francisco Avila
Principal Planner
Community Development Division

**Department of
Conservation and
Development**

30 Muir Road
Martinez, CA 94553

Phone:1-855-323-2626

**Contra
Costa
County**



John Kopchik
Director

Jason Crapo
Deputy Director

Ruben Hernandez
Deputy Director

November 22, 2024

LOPEZ MARTINE & INIGUEZ LUCIO
PO BOX 972
CLAYTON, CA 94517-0972

SITE: 0 POINSETTIA AVE, BAY POINT, CA
APN: 096044007
REF: CECF23-00253

To: Property Owner

This letter is in response to a change of Inspector on the case and to a recent case review. After reviewing it has been determined that the violation still exists. Please refer to the enclosed Notice to Comply for violation description and corrective action.

The department appreciates your cooperation and would like to continue working with you towards a solution to your violation(s). If you have any questions or concerns, I may be reached at (925) 655-3044 any workday between 7:30 and 10:00 a.m.

Bill Lovan

Bill Lovan
Building Inspector/Code Enforcement Officer
William.Lovan@dcd.cccounty.us

**Department of
Conservation and
Development**

30 Muir Road
Martinez, CA 94553

Phone: 1-855-323-2626

**Contra
Costa
County**



John Kopchik
Director

Jason Crapo
Deputy Director

Ruben Hernandez
Deputy Director

NOTICE TO COMPLY

November 22, 2024

LOPEZ MARTINE & INIGUEZ LUCIO
PO BOX 972
CLAYTON, CA 94517-0972

SITE: 0 POINSETTIA AVE, BAY POINT, CA
APN: 096044007
REF: CECF23-00253

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Violation Description and County Ordinance Code Section

1. On March 10, 2023, Department staff observed landscaping vehicles, materials, equipment, and machinery at the property in addition to a landscaping business operating from the property. Accordingly, this is violation of Contra Costa County Ordinance 720. Regulation of Vacant Property; 720-6. Duty to Maintain Property; 720-6.204 & 720-6.404.

You must clear the above violation(s) by taking the following corrective action(s):

Corrective Actions

1. Remove the landscaping vehicles, materials, equipment, and machinery in addition to the landscaping business from the property **within ten (10) days** of this notification

An investigation has begun, and compliance is required to correct the above violation(s). A code enforcement fee shall be charged equal to two times the amount of all permit fees with a minimum of \$300.00. Zoning violation clearances require a minimum of a \$300.00 fee. A fee of \$150.00 per trip will be charged until compliance is met. The fees are additive to the building permit/zoning fees. **All fees are subject to change.**

If you fail to comply with this notice, this office will take one or more of the following actions:

NOTICE TO COMPLY

LOPEZ MARTINE

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- 1. Record this notice on property records.**
- 2. Refer to County Counsel for legal action.**
- 3. Issue a Citation – Court appearance, penalties and fines.**
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- 5. Obtain abatement order – All costs plus administrative fees billed to owner.**
- 6. Administrative Penalty Procedures – Daily fines for each noted violation.**

I may be reached at (925) 655-3044 any workday between 7:30 and 10:00 a.m.

Bill Lovan

Bill Lovan
Building Inspector/Code Enforcement Officer
William.Lovan@dcd.cccounty.us

WL: ab

Attorney Letter & Appeal



JON WEBSTER
LAW GROUP
—APC—

June 28, 2023

SENT VIA EMAIL armando.carrasco@dcd.cccounty.us

SENT VIA US MAIL

Armando Carrasco
Building Inspector / Code Enforcement Officer
CONTA COSTA COUNTY
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
30 Muir Road
Martinez, CA 94553

RE: Notice of Representation and Request for Stay of Fines:
In re: Martine Lopez and Curb Appeal Landscape, LLC
0 Poinsettia Ave, Bay Point, CA
Your Reference No. CECF23-00253

Mr. Carrasco:

This letter will memorialize our brief telephone conversation of this past Monday, June 26th. In that call, I advised you that my clients, Curb Appeal Landscape, LLC, and Mr. Martine Lopez, one of its Managing Members, received your letter dated May 25, 2023, advising my clients that the yard where they store some landscaping products and machinery at 0 Poinsettia Avenue in Bay Point was operating in a “P-1 Zoning District” and was thus, not a “permitted use” for the property.

Rather than fight this conclusion, my clients immediately retained a real estate broker to list this property on the Multiple Listing Service (“MLS”) in the hopes that a buyer could be located quickly and the property sold. Once sold, my clients will have the funds to rent or acquire another property where their maintenance equipment and landscape supplies will be congruent with the zoning. As a result, I advised you that, in my experience, it takes approximately 45 days to locate a viable buyer and another 45 days to open and close escrow on any sale. For this reason, rather than appeal the conclusion that you reached and articulated in your May 25th letter, my clients are asking for a period of 90-120 days to vacate the premises at 0 Poinsettia Ave., and transfer title to another party. Of course, they wish to do so without the imposition of any fine as articulated in your May letter.

1985 Bonifacio Street Suite 102 | Concord, CA 94520-2264

Telephone (925) 609-7600 | Facsimile (925) 671-7800 | Web www.jwcounsel.com

Southern California
(619) 702-7600

Arizona
(602) 589-7600

Hawai'i
(808) 943-7600

Washington, D.C.
(202) 508-7600

LETTER TO MR. ARMANDO CARRASCO

Building Inspector / Code Enforcement Officer

RE: Notice of Representation and Request for Stay of Fines:

In re: Martine Lopez and Curb Appeal Landscape, LLC

0 Poinsettia Ave, Bay Point, CA

Your Reference No. CECF23-00253

June 28, 2023

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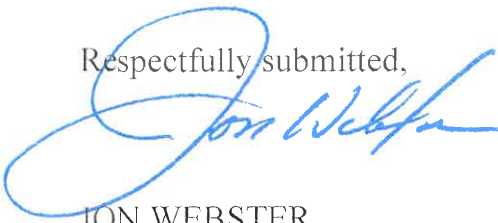
In our telephone conversation, you graciously stated that you would transmit my request to your supervisor. I truly appreciate this professional courtesy.

Fundamentally, my clients are operating the landscape business on the proverbial “shoestring” and need this accommodation in order to have funds to locate a new maintenance yard, vacate the current premises and transfer their equipment and machinery/vehicles to any new location. Without this accommodation, it would be a tremendous financial hardship. Any fines that might be applied would simply force the business into bankruptcy. Given the weakness in our local economy, I believe it would be to the detriment of all concerned if this request were to be denied and/or fines were to be levied.

I have previously emailed to you a copy of the real estate broker agreement with my client substantiating that the property was put up for sale via this broker. I again attach a copy of that agreement hereto as “Exhibit A”. Please note that it was entered into on June 16th, well before our telephone call and the date of this letter.

If you or the deputy director have any further questions, please do not hesitate to contact me.

Respectfully submitted,



JON WEBSTER

JW:jfs

Attachment(1)

cc: Clients



EXHIBIT A



CALIFORNIA ASSOCIATION OF REALTORS®

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...

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.

Buyer [X] Seller [] Landlord [] Tenant [] (Signed by Martine Lopez, 6/17/2023)
Buyer [] Seller [] Landlord [] Tenant [] (Signed by Rick Camacho, 6/16/2023)

Agent Rise Group Real Estate, DRE Lic. # 02051216, Real Estate Broker (Firm)

By Rick Camacho, DRE Lic. # 01865692, (Salesperson or Broker-Associate, if any)



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

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, or a mobilehome as defined in Section 18008 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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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, disability, 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;



- 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 tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a physical disability 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 1868 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 _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord DocuSigned by: Martine Lopez **Martine Lopez** Date 6/17/2023

Seller/Landlord 8834CD920A74438... _____ Date _____

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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.

DocuSigned by: Seller Martine Lopez Date 6/17/2023. Seller 9834CDB20A74438... Date. Buyer Date. Buyer Date. Buyer's Brokerage Firm DRE Lic #. By DRE Lic # Date.

Seller's Brokerage Firm Rise Group Real Estate DRE Lic # 02051216. By Rick Camacho DRE Lic # 01865692 Date 6/16/2023.

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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)

VACANT LAND LISTING AGREEMENT
(C.A.R. Form VLL, Revised 6/20)

Date Prepared: June 16, 2023

1. **EXCLUSIVE AUTHORIZATION:** Martine Lopez ("Owner")
hereby employs and grants Rise Group Real Estate ("Broker")
beginning (date) June 16, 2023 and ending at 11:59 P.M. on (date) June 14, 2024 ("Listing Period")
the exclusive and irrevocable right to: SELL, LEASE, EXCHANGE, OPTION, or OTHER _____
the real property described as: poinsettia ave,
situated in west pittsburg (City), Contra Costa (County), California, 94565 (Zip Code),
Assessor's Parcel No.: 096-044-007 ("Property").

2. **LISTING PRICE AND TERMS:**
A. The listing price shall be One Hundred Ninety-Nine Thousand
Dollars (\$ 199,000.00).
B. Additional Terms: _____

3. **COMPENSATION TO BROKER:**
Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).

A. Owner agrees to pay to Broker as compensation for services irrespective of agency relationship(s): 5.000 percent
of the listing price (or if a purchase agreement is entered into, of the contract price), or \$ _____,
AND _____, as follows:

(1) If during the Listing Period, or any extension, Broker, cooperating broker, Owner or any other person procures a ready, willing
and able buyer(s) or transferee(s) whose offer to purchase, lease, exchange, option, or otherwise transfer the Property on
any price and terms is accepted by Owner, provided the Buyer or Transferee completes the transaction or is prevented from
doing so by Owner. (It is agreed by Owner that any reference to Buyer or Prospective Buyer in this Agreement shall and
does also include Transferee or Prospective Transferee. Broker is entitled to compensation whether any escrow or other
transfer resulting from such offer closes during or after the expiration of the Listing Period or any extension.)

OR (2) If within 90 calendar days (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this
Agreement, unless otherwise agreed, Owner enters into a contract to sell, convey, lease or otherwise transfer the Property to
anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property
during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating
broker submitted to Owner a signed, written offer to acquire, lease exchange or obtain an option on the Property.
Owner, however, shall have no obligation to Broker under paragraph 3A(2) unless, not later than the end of the Listing
Period or any extension or cancellation, Broker has given Owner a written notice of the names of such Prospective Buyers.

OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise
transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension.

B. If completion of the sale is prevented by a party to the transaction other than Owner, then compensation which otherwise
would have been earned under paragraph 3A shall be payable only if and when Owner collects damages by suit, arbitration,
settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above
compensation, after first deducting title and escrow expenses and the expenses of collection, if any.

C. In addition, Owner agrees to pay Broker: _____

D. Owner has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other
brokers.

(1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS")
by offering to MLS brokers out of Broker's compensation specified in 3A, either 2.500 percent of the purchase
price, or \$ _____.

(2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.

E. Owner hereby irrevocably assigns to Broker the above compensation from Owner's funds and proceeds in escrow. Broker
may submit this Agreement, as instructions to compensate Broker pursuant to paragraph 3A, to any escrow regarding the
Property involving Owner and a buyer, Prospective Buyer or other transferee.

F. (1) Owner represents that Owner has not previously entered into a listing agreement with another broker regarding the
Property, unless specified as follows: _____.

(2) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the Property unless
the Property is transferred to any of the following individuals or entities: _____.

(3) If the Property is sold to anyone listed above during the time Owner is obligated to compensate another broker:
(i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Owner in
such transaction.



Property Address: poinsettia ave, west pittsburg, ca 94565

Date: June 16, 2023

4. A **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.

ADDITIONAL ITEMS EXCLUDED: _____

ADDITIONAL ITEMS INCLUDED: _____

Owner intends that the above items be excluded or included in offering the Property for sale, but understands that; (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

B. (1) **LEASED OR NOT OWNED ITEMS:** The following items are leased or not owned by Owner:

Solar power system Water Softener _____

(2) **LIENED ITEMS:** The following items have been financed and a lien has been placed on the Property to secure payment:

Solar power system _____

Owner will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Owner to pay for any such leased or liened item.

5. **MULTIPLE LISTING SERVICE:**

A. **WHAT IS AN MLS?** The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. As set forth in **paragraph 7**, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Owner's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to Internet sites that post property listings online.

B. **WHAT INFORMATION IS PROVIDED TO THE MLS:** All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Owner consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

C. **WHAT IS BROKER'S MLS?** Broker is a participant/subscriber to contra costa CCAR Multiple Listing Service (MLS) and possibly others. That MLS is (or if checked is not) the primary MLS for the geographic area of the Property. When required by paragraph 7 or by the MLS, Property will be listed with the MLS(s) specified above.

6. **BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS**

A. **EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes an seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

B. **IMPACT OF OPTING OUT OF MLS:** If Owner elects to exclude the Property from the MLS, Owner understands and acknowledges that: (i) Owner is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Owner's Property is offered for sale; (iii) Information about Owner's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Owner is marketing the Property.

C. **REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

D. **NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

Owner's Initials (ML) (_____)

Broker's/Agent's Initials (ML) (_____)

7. **PUBLIC MARKETING OF PROPERTY:**

A. **CLEAR COOPERATION POLICY:** MLS rules require Do NOT require - see 7F) that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.

B. **PUBLIC MARKETING WITHIN CLEAR COOPERATION:** (i) **Public marketing** includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. (ii) Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.

C. **"COMING SOON" STATUS IMPACT ON MARKETING:** Owner is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Owner does (does not) authorize Broker to utilize Coming Soon status, if any.

D. **Owner Instructs Broker:**

(1) Owner instructs Broker to market the Property to the public, and to start marketing on the beginning date of this Agreement or _____ (date).



Property Address: poinsettia ave, west pittsburg, ca 94565

Date: June 16, 2023

- OR (2) Owner instructs Broker NOT to market the Property to the public. (MLS may require C.A.R. Form SELM or local equivalent form) Owner understands that no public marketing will occur and the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.
- E. Whether 7D(1) or 7D(2) is selected, Owner understands and agrees that should any public marketing of the property occur, the Property listing will be submitted to the MLS within 1 business day.
- F. CLEAR COOPERATION POLICY DOES NOT APPLY: Paragraphs 7A (other than the language in the parenthetical), 7B, 7D and 7E do not apply to this listing. Broker shall disclose to Owner and obtain Owner's consent for any instruction to not market the Property on the MLS or to the public.
- 8. **MLS DATA ON THE INTERNET:** MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:
 - A. **PROPERTY OR PROPERTY ADDRESS:** Owner can instruct Broker to have the MLS not display the Property or the Property address on the Internet (C.A.R. Form SELI). Owner understands that either of these opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.
 - B. **FEATURE OPT-OUTS:** Owner can instruct Broker to advise the MLS that Owner does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below (C.A.R. Form SELI). Owner understands (i) that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
 - (1) **COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.
 - (2) **AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display. Owner elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.
- 9. **OWNER REPRESENTATIONS:** Owner represents that, unless otherwise specified in writing, Owner is unaware of:
 - (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Owner's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.
- 10. **BROKER'S AND OWNER'S DUTIES:**
 - A. Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized, but not required, to (i) order reports and disclosures including those specified in 7C as necessary, (ii) advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and (iii) disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.
 - B. Broker agrees to present all offers received for Owner's Property, and present them to Owner as soon as possible, unless Owner gives Broker written instructions to the contrary.
 - C. Owner agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to paragraph 3F, referring to Broker all inquiries of any party interested in the Property. Owner is responsible for determining at what price to list and sell the Property.
 - D. **Investigations and Reports:** Owner agrees, within **5 (or ____)** Days of the beginning date of this Agreement, to pay for the following pre-sale reports: Structural Pest Control General Property Inspection Homeowners Association Documents Other _____. If Property is located in a Common Interest Development or Homeowners Association, Owner is advised that there may be benefits to obtaining any required documents prior to entering into escrow with any buyer. Such benefits may include, but not be limited to, potentially being able to lower costs in obtaining the documents and avoiding any potential delays or complications due to late or slow delivery of such documents.
 - E. Owner agrees to provide Broker and transferee(s) all written disclosures, as required by law. Owner further agrees to immediately disclose in writing any condition known to Owner that affects the Property, including, but not limited to, any past or current generation, storage, release, threatened release, disposal, and presence and location of asbestos, PCB transformers, petroleum products, flammable explosives, underground storage tanks, and other hazardous, toxic or contaminated substances or conditions in, or, or about the Property. Owner shall maintain public liability and property damage insurance on the Property during the Listing Period or any extension. Owner waives all subrogation rights under any insurance against Broker, cooperating brokers or employees.
 - F. Owner further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect or incomplete information supplied by Owner, or from any material facts that Owner knows but fails to disclose including dangerous or hidden conditions on the Property.
 - G. (If checked) The attached property disclosures is part of this Listing Agreement and may be provided to Prospective Transferees.
- 11. **DEPOSIT:** Broker is authorized to accept and hold on Owner's behalf any deposits to be applied toward the purchase price.
- 12. **AGENCY RELATIONSHIPS:**
 - A. **DISCLOSURE:** The Seller acknowledges receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).



Property Address: poinsettia ave, west pittsburg, ca 94565

Date: June 16, 2023

- B. **OWNER REPRESENTATION:** Broker shall represent Owner in any resulting transaction, except as specified in paragraph 3F.
 - C. **POSSIBLE DUAL AGENCY WITH BUYER:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Owner and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Owner any election to act as a dual agent representing both Owner and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Owner hereby consents to Broker acting as a dual agent for Owner and Buyer. In the event of an exchange, Owner hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Owner understands and agrees 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 Owner's financial position, motivations, bargaining position, or other personal information that may impact price, including the Owner'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.
 - D. **CONFIRMATION:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Owner's execution of a purchase agreement.
 - E. **Potentially Competing Sellers and Buyers:** Owner understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Owner acknowledges receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
13. **SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a key safe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Owner (such as "nanny cams" and hidden security cameras). Owner is advised to post notice disclosing the existence of security devices.
14. **PHOTOGRAPHS AND INTERNET ADVERTISING:**
- A. In order to effectively market the Property for sale it is often necessary to provide photographs, including aerial photographs, virtual tours and other media to buyers. Owner agrees (or if checked, does not agree) that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other marketing materials and sites. Owner acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Owner is concerned, Owner should request that Broker provide any third parties' agreement impacting the Images. Owner also acknowledges that once Images are placed on the Internet neither Broker nor Owner has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Owner further assigns any rights in all Images to the Broker/Agent and agrees that such Images are the property of Broker/Agent and that Broker/Agent may use such Images for advertising, including post sale and for Broker/Agent's business in the future.
 - B. Owner acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Owner understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. (If checked) Owner instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Owner acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Owner has control over who views such Images nor what use viewers may make of the Images.
15. **KEYSAFE/LOCKBOX:** A key safe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Owner further agrees that Broker, at Broker's discretion, and without further approval from Owner, shall have the right to grant access to and convey Owner's consent to access the Property to inspectors, appraisers, workers, repair persons, and other persons requiring entry to the Property in order to facilitate the sale of the Property. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a key safe/lockbox. Owner does (or if checked does not) authorize Broker to install a key safe/lockbox. If Owner does not occupy the Property, Owner shall be responsible for obtaining occupant(s)' written permission for use of a key safe/lockbox (C.A.R. Form KLA).
16. **SIGN:** Owner does (or if checked does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.
17. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
18. **ATTORNEY FEES:** In any action, proceeding or arbitration between Owner and Broker to enforce the compensation provisions of this Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Owner or Broker, except as provided in paragraph 22A.
19. **ADDITIONAL TERMS:** REO Advisory Listing (C.A.R. Form REOL) Short Sale Information and Advisory (C.A.R. Form SSIA)
- Trust Advisory (C.A.R. Form TA)
- Owner intends to include a contingency to purchase a replacement property as part of any resulting transaction



Property Address: poinsettia ave, west pittsburg, ca 94565

Date: June 16, 2023

- 20. **MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within 5 Days after its execution.
- 21. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Owner and Owner's successors and assigns.
- 22. **DISPUTE RESOLUTION:**
 - A. **MEDIATION:** Owner and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. 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. Exclusions from this mediation agreement are specified in paragraph 22B.
 - B. **ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: (i) 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; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. 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, shall not constitute a waiver or violation of the mediation provisions.
 - C. **ARBITRATION ADVISORY:** If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).
- 23. **ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement 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. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.
- 24. **OWNERSHIP, TITLE AND AUTHORITY:** Owner warrants that: (i) Owner is the owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Owner has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows: _____

REPRESENTATIVE CAPACITY: This Listing Agreement is being signed for Owner by an individual acting in a Representative Capacity as specified in the attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S). Wherever the signature or initials of the representative identified in the RCSD 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. Owner (i) represents that the entity for which the individual is signing already exists and (ii) shall Deliver to Broker, within 3 Days after execution of this Agreement, evidence of authority to act (such as but not limited to: applicable trust document, or portion thereof, letters testamentary, court order, power of attorney, resolution, or formation documents of the business entity).

By signing below, Owner acknowledges that Owner has read, understands, received a copy of and agrees to the terms of this Listing Agreement and any attached schedule of compensation.

DocuSigned by:
 Owner Martine Lopez Date 6/17/2023
 Address p.o. box 972 City Clayton State ca Zip 94517
 Telephone _____ Fax _____ E-mail curblandscape@yahoo.com

Owner _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Additional Signature Addendum attached (C.A.R. Form ASA)

Real Estate Broker (Firm) Rise Group Real Estate DRE Lic. # 02051216
 Address 1251 California Ave City Pittsburg State ca Zip 94565

DocuSigned by:
 By Rick Camacho Tel. _____ E-mail Rickcamacho@risegroup.com DRE Lic.# 01865692 Date 6/16/2023
 By _____ Tel. _____ E-mail _____ DRE Lic.# _____ Date _____

Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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Reviewed by _____

VACANT LAND LISTING AGREEMENT (VLL PAGE 5 OF 5)



SELLER'S VACANT LAND ADVISORY
(C.A.R. Form SVLA, 12/19)

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **DISCLOSURES:**
 - A. **General Disclosure Duties:** You must affirmatively disclose to the buyer, in writing, any and all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make.
 - B. **Specific Contractual Disclosure Duties:**
 - (1) The Vacant Land Purchase Agreement provides that the seller shall, if required by Law, deliver to buyer information regarding earthquakes, environmental hazards, flood hazards, and fire hazards
 - (2) If seller has actual knowledge, the Purchase Contract requires seller to disclose (i) Legal Proceedings affecting the Property, (ii) Agricultural Use restrictions, (iii) Deed restrictions; (iv) Farm Use and right to farm issues, (v) Endangered Species issues, (vi) Environmental Hazards, (vii) Common Walls, (viii) Landlocked property, (ix) Easements and Encroachments, (x) Soil fill and Soil problems, (xi) Earthquake damage, (xii) Zoning Issues, (xiii) Neighborhood problems.
 - (3) Existing Rental and Service agreements must be disclosed.
 - (4) Seller is also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by section 5898.24 of the Streets and Highways Code.
 - (5) Common Interest Developments: If the Property is in a common interest development, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowners' association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.
 - (6) Contract Terms and Conditions: A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.
 - C. **Other Legal Duties Withholding Taxes:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.
 - D. **Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.
3. **LEGAL AND TAX IMPLICATIONS:** Your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.
4. **MARKETING CONSIDERATIONS:**
 - A. **Pre-Sale Inspections and Considerations:** You should consider doing what you can to prepare your Property for sale. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional inspections prior to sale. Pre-sale inspections may include a general property inspection and an inspection of the septic or well systems, if any, among others. By doing this, you then have an opportunity to make repairs before your Property is sold, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, whether or not disclosed in a report, should be disclosed to the buyer (see "Disclosures" in paragraph 2 above). This is true even if the buyer gets his/her own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer.
 - B. **Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, placing a

keysafe/lockbox, erecting FOR SALE signs, and disseminating photographs, videotapes, and virtual tours of the Property, may jeopardize the safety of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect Property, and your belongings, including valuables located on the Property.

C. Expenses: You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

5. OTHER ITEMS:

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

Seller ^{DocuSigned by:} Martine Lopez Date 6/17/2023
Martine Lopez 8C30DD2512D04E6...
Print Name _____

Seller _____ Date _____
Print Name _____

Real Estate Broker (Listing Firm) Rise Group Real Estate DRE Lic# 02051216
By ^{DocuSigned by:} Rick Camacho DRE Lic # 01865692 Date 6/16/2023
By 8C30DD2512D04E6... _____ DRE Lic # _____ Date _____
Address 1251 California Ave City Pittsburg State ca Zip 94565
Telephone _____ Fax _____ E-mail Rickcamacho@risegroup.com

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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 (cpa.ca.gov/regulations/).

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

Buyer/Seller/Landlord/Tenant ^{DocuSigned by:} Martine Lopez Date 6/17/2023
Martine Lopez

Buyer/Seller/Landlord/Tenant _____ Date _____

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CCPA REVISED 12/22 (PAGE 1 OF 1)

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



**JON WEBSTER
LAW GROUP
— APC —**

August 4, 2023

- Sent via email to michele.perry@dcd.cccounty.us
and by Hand Delivery -

CONTRA COSTA COUNTY
Department of Conservation and Development
Community Development Division
30 Muir Road
Martinez, CA 94553

NOTICE OF APPEAL RE: Administrative Penalty Notice

**Address: 0 Poinsettia Ave
Bay Point, CA 94565
APN: 096-044-007**

Reference: CECF23-00253

Director John Kopchik:

PLEASE TAKE NOTICE that the owners of 0 Poinsettia Ave., Bay Point, California 94565, MARTINE LOPEZ and LUICO INIGUEZ, (hereinafter, "THE OWNERS") hereby APPEAL the Administrative Penalty Notice, dated July 20, 2023, ("the NOTICE") originating from the Contra Costa County Department of Conservation and Development, signed by Francisco Avila, Principal Planner, Community Development Division.

PLEASE TAKE FURTHER NOTICE that in this APPEAL, THE OWNERS will be represented by this law firm, and specifically, Jon Webster, Attorney at Law, and all further communication should be directed to this office at the address contained herein.

This APPEAL is based on the fact that the NOTICE contains factual errors, including but not limited to the conclusion that there was a zoning violation and that "the violation(s) have not been corrected," as averred in the NOTICE and the fact that THE OWNERS immediately move to sell the subject property.

Respectfully submitted,

JON WEBSTER

cc: Clients

1985 Bonifacio Street Suite 102 | Concord, CA 94520-2264
Telephone (925) 609-7600 | Facsimile (925) 671-7800 | Web www.jwcounsel.com

Southern California
(619) 702-7600

Arizona
(602) 589-7600

Hawai'i
(808) 943-7600

Washington, D.C.
(202) 508-7600

PROOF OF SERVICE

At the time of service, I, Rodolfo Alatorre, was over 18 years of age and not a party to this action. I am employed in the County of Contra Costa, State of California. My business address is c/o Jon Webster Law Group, APC., located at 1985 Bonifacio Street, Suite 102, Concord, CA 94520-2264. I served true copies of the following document(s) listed herein on the interested parties in the matter reference number CECF23-00253, as follows:

SERVICE DOCUMENT(S)

- **NOTICE OF APPEAL RE: Administrative Penalty Notice**
Address: 0 Poinsettia Ave
Bay Point, CA 94565
APN: 096-044-007

SERVICE LIST

CONTRA COSTA COUNTY
Department of Conservation and Development
Community Development Division
Attn: Michele Perry
Michele.perry@dcd.cccounty.us
Attn: Director John Kopchik
30 Muir Road
Martinez, CA 94553

METHOD OF SERVICE

BY E-MAIL: I served electronically from the notification address michele.perry@dcd.cccounty.us the document or documents described above and a copy of this proof of service to the persons and at the electronic notification addresses set forth herein. The electronic transmission was reported as complete and without error. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Personal Service: I personally served the above-referenced documents on the department listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 4, 2023 in Martinez, California.

RODOLFO ALATORRE
Paralegal

Attachment

May 25, 2023



NO
PARKING
BETWEEN
GATES

NO PARKING
IN
DRIVEWAY

Red notice pinned to the fence.

November 20, 2024



January 23, 2025





January 23, 2025