



**ADDENDUM No. one**  
(C.A.R. Form ADM, Revised 6/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☒ Other RLA(residential listing agreement), RPA(residential purchase agreement), dated \_\_\_\_\_, on property known as 12077 Haven Crest St ("Property/Premises"), between \_\_\_\_\_ ("Buyer/Tenant") and Leachman Trust, Leachman Trust ("Seller/Housing Provider"). The term "Housing Provider" also includes Landlord or Rental Property Owner. Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

**FORM USE NOTES:** This form is intended to be used in Buyer-Seller or Tenant-Housing Provider transactions. For all other situations requiring an addendum, use an Addendum - Generic (C.A.R. form ADM-GEN).

- A change or addition to a previously provided Seller Property Questionnaire (SPQ), Real Estate Transfer Disclosure Statement (TDS), or other disclosure, may be made on an Amendment to Prior Disclosure (C.A.R. Form APD), and it may give the Buyer a right to rescind.
- To change the terms of already executed agreement, use the Amendment to Existing Agreement (C.A.R. form AEA).

**INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA:** Buyer and Seller are advised that Broker may employ a service to provide a "virtual tour" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. Neither the service provider nor Brokers have control over who will obtain access to such services or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the Internet on individual or commercial websites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies. Broker will not investigate any such sites, blogs, social media or other Internet sites or representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Brokers have no control over how long the information concerning the Property will be available on the Internet or through social media. Brokers do not have the expertise in this area. Both Buyers and Sellers acknowledge that RE/MAX ONE and its agents, including but not limited to Larry Watson and his staff will not attempt to and shall not remove any information of any property from the Internet or social media platform at anytime, regardless of listing status(hold, expired, canceled, sold, under contract, pending).

By signing below, Buyer and Seller acknowledge that each has received a copy of this Addendum, and each has read, understands, and agrees to its terms.

|                         |                         |                       |                           |
|-------------------------|-------------------------|-----------------------|---------------------------|
| Buyer/Tenant            | _____                   | Date                  | _____                     |
| Buyer/Tenant            | _____                   | Date                  | _____                     |
| Seller/Housing Provider | <u>Neil G. Leachman</u> | <u>Leachman Trust</u> | Date <u>June 18, 2024</u> |
| Seller/Housing Provider | <u>James Leachman</u>   | <u>Leachman Trust</u> | Date <u>6-18-24</u>       |

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**ADDENDUM (ADM PAGE 1 OF 1)**



# VENTURA COUNTY DISCLOSURES

BUYER(S): \_\_\_\_\_  
SELLER(S): Leachman Family Trust  
PROPERTY ADDRESS: 12077 Haven Crest St, Moorpark, California 93021 ("Property")

**CITY OF THOUSAND OAKS RECORDS AND SEARCH REPORT AND CITY INSPECTION REPORT:** Please note that the city of thousand oaks has posted the following update on their website regarding Residential Resale Report as of June 23, 2023 <https://www.toaks.org/departments/community-development/building/residential-resale-reports>.

Pending final approval, reports of residential building records will no longer be required for the sale or exchange of a residential property **AFTER** June 1, 2023. Though providing the reports will no longer be mandatory per TOMC, records will continue to be available for the public by utilizing the search function on TO/24 (detailed below).

**Please note: The reports continue to be required for transactions closing on or before May 31, 2023.**

*Per the City of Thousand Oaks Municipal Code, it is required for the seller (or authorized representative) of any improved real residential property, upon entering into an agreement of sale or exchange of said property with another party(ies) or entity, that, at the sellers expense, the seller provide the buyer with a report of residential building records for said property.*

With our new virtual service system you will be able to access these reports via a self-service portal, and there will no longer be a cost for obtaining these reports. Please click [HERE](#) to use our new Virtual Land Use System, TO/24! You may create an account or use the public search functions as a guest.

To obtain a record of permits for an address, follow [this user guide](#). The format of the exported records is a spreadsheet. This is all that needs to be provided to the buyer.

Alternatively, click on 'Map' on the webpage and enter the address in the search bar. Click on the address, scroll through the records and click on the record number for more detail (or export the records to a spreadsheet).

Please note that there has been a change in procedure with regard to the 'reinspection' process which was used to close open/expired permits in the past. Moving forward the permits will no longer be re-inspected, they will show the status of 'expired.'

Welcome to TO/24!

For additional information, contact the Community Development Department at (805) 449-2500.

Buyers are strongly advised to conduct their own investigation and have the information reviewed by a professional of their own choice.

**RESERVOIRS AND DAMS:** Buyer is aware that major reservoir and/or dam facilities may be in the areas in which the Property is located. Buyer is advised to investigate the proximity of the Property to such facilities and to determine the potential effects, if any, to the Property.

## **COMMERCIAL / AGRICULTURAL OPERATIONS:**

Section 3482.5 of the Civil Code and Sections 8114-2.1.1 and 8183-4.1 of the Ventura County Ordinance Code protects property conducting commercial or agricultural operations against claims that may constitute a nuisance. If the property that you are purchasing is located near or adjacent to agricultural lands or agricultural operations, or is included within areas used for agricultural purposes, you may be subject to inconveniences or discomfort arising from agricultural operations. Such discomfort or inconveniences may include, but are not limited to: frost protection measures, noise, odors, fumes, dust, smoke, insects, operation of machinery (including aircraft), at any hour of the day or night, storage of equipment and materials necessary for normal

Buyer/Tenant Initials \_\_\_\_\_  
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VENTURA COUNTY DISCLOSURES

Seller/Landlord Initials gcl  
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agricultural practices, slow moving farm implements, and application by spraying or otherwise of chemical fertilizers, soil amendments (such as manures, compost materials, and mulches), and pesticides (such as herbicides, insecticides and fumigants). If you live near an agricultural area, you should be prepared to accept such inconveniences or discomfort as a normal and necessary aspect of living in a county with a strong rural character and an active agricultural sector.

Ventura County Ordinance Sections 9131 through 9137 provide a procedure for mediating disputes concerning agricultural operations. Substantial pesticide drift is illegal under Section 12972 of the Food and Agricultural Code. Any concerns regarding substantial pesticide drift should be referred to the office of Agricultural Commissioner.

**BOEING ROCKETDYNE SANTA SUSANA FACILITY:**

Buyer is aware that there is a former Rocketdyne testing facility located in the Santa Susana Mountains between Chatsworth and Simi Valley. The U.S. Department of Energy has indicated that there are some radioactive materials and industrial solvents on this site, which are in the process of clean-up. Lawsuits have been filed alleging that the Rocketdyne facility has caused environmental contamination beyond the site. Two recent studies by UCLA and the University of Michigan have indicated that residents living within two miles of this facility may have been exposed to toxic chemicals and have slightly higher cancer rates than people in communities farther from the lab. However, authors of both reports have warned the results of these studies do not conclusively show that contamination from this facility caused cancer or other illnesses in the surrounding community. The Seller and Real Estate Brokers are unable to give any definitive answers regarding potential health hazards that may result from the proximity of the property to this former testing facility. It is strongly recommended that Buyer have a soil test conducted of the subject property to determine any potential contamination. For further information, Buyer should contact the U.S. Department of Energy, San Francisco, California, or Buyer's State or Federal Legislator.

**ALUMINUM WIRING INSPECTION:** Buyer is advised that some properties may have been constructed using aluminum wiring which was allowed at the time of construction but which has subsequently been identified as a potential hazard under some circumstances. Broker makes no representations regarding this matter and recommends Buyer obtains the services of a licensed electrical contractor to investigate same.

**FIREPLACE INSPECTION:** Buyer is advised that some properties have fireplace installations and shrouds that may be a potential hazard under some circumstances. Broker makes no representations regarding this matter and recommends Buyer have qualified professionals inspect all fireplaces (including installations and shrouds) to determine that everything is in good working order and sound structural condition.

**GOLF COURSE:** Buyer is aware that if the Property is located on or near a golf course it may be subject to errant golf balls.

**LICENSED CARE FACILITIES:** Buyer is advised that licensed care facilities may be found in any neighborhood and are protected by state law. Buyer shall conduct its own investigation of such matters and is not relying on Broker for information regarding the nature and location of licensed care facilities.

**WILDLIFE:** Buyer is aware that certain types of wildlife are indigenous to the Conejo Valley and surrounding areas, including, but not limited to, rabbits, squirrels, rodents, deer, coyote, snakes, bats, and birds of prey.

**SCHOOLS:** There is no assurance that the school(s) in the closest proximity to the Property are open for enrollment to Buyer's children, or that the Property is served by a particular school or school district. As a result of various factors, including but not limited to class size reductions and "open enrollment" policies, the school(s) actually serving the Property might not be determined until the time of enrollment. Buyer is advised to contact local school(s) for more information.

**BROKER IS UNABLE TO ADVISE OR EXPRESS AN OPINION AS TO THE IMPACT OF THE ABOVE MATTERS ON THE PROPERTY, OR WHETHER THE ABOVE MATTERS BENEFICIALLY OR ADVERSELY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.**

BUYER(S): James DATE: \_\_\_\_\_  
SELLER(S): Gail C. Leachman James Leachman DATE: June 18, 2026



## ADDENDUM AND PRELIMINARY TITLE REPORT ADVISORY TO RESIDENTIAL PURCHASE AGREEMENT

*THIS IS INTENDED TO BE A LEGALLY BINDING DOCUMENT - READ IT  
CAREFULLY*

The following terms and conditions are incorporated in, and made a part of, the Residential Purchase Agreement dated \_\_\_\_\_ on the property known as 12077 Haven Crest St, Moorpark, California 93021 (the "Property") in which \_\_\_\_\_ is referred to as Buyer and Leachman Family Trust is referred to as Seller.

1. **Roof Inspection:** Buyer herein acknowledges that Broker(s) are not licensed roofers. Roofing may leak for various reasons, including, but not limited to, damage, age, disrepair, wind, rain, sun and other elements, improper maintenance or construction. Buyer is advised to obtain a professional roof inspection, at Buyer's expense, in conjunction with Buyer's physical investigation contingency period.
2. **Earthquake Disclosure:** Southern California has experienced various earthquakes in the past. Damage caused by an earthquake may not be discoverable by Buyer's or Brokers' visual inspection. Thus, inspection by licensed, qualified professionals is strongly recommended to determine the structural integrity and safety of all structures and improvements to the Property. If the Property is a condominium (or a unit in some other common interest subdivision), Buyer is advised to contact the homeowners' association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. In light of the potential for more earthquakes in the future, Buyer should consider obtaining earthquake insurance.
3. **Landfill Disclosure:** Buyer is advised that the Property may be in the vicinity of a landfill site. Buyer agrees to make own investigation of this fact and its effect, if any, on the value and the Buyer's use and enjoyment of the Property.
4. **Future Development, Land Use, Neighborhood Conditions:** Buyer is aware that the Property may be affected by future development of property in the neighborhood or surrounding areas and that the Property may be subject to building and development restrictions and conditions. Buyer agrees to investigate such matters with appropriate government agencies. Buyer also agrees to fully investigate neighborhood and other conditions affecting the Property including, without limitations, whether or not the Property may be designated a historical landmark or may be located in a specified protected historical conservancy area (which could place limitations and restrictions on the potential remodeling or development of the Property), the proximity of hospitals and fire protection services, and any other conditions which may affect the use or enjoyment of the Property by Buyer. Buyer agrees that Seller and Broker(s) make no representation as to the preservation of existing/future views, and the present/future views may be affected by future development/construction/alteration of neighboring property, the growth of trees, shrubs and vegetation and other impairments. Buyer is also advised that the traffic in the neighborhood may be heavier during commuter hours especially on streets considered "cut through" streets. It is recommended that Buyer thoroughly investigate and familiarize himself or herself with the traffic patterns in the area, as well as the noise generated by traffic and other sources of noise. Buyer is advised to consult with appropriate government agencies and shall rely solely upon Buyer's own investigation to determine neighborhood conditions, future development or planning and its potential impact on the Property.
5. **Flooring Disclosure:** Neither Seller nor Broker make any representation or guarantee as to the type or condition of the flooring located underneath existing carpeting or other floor covering, except as may be noted in writing by Seller. Buyer is advised to do an independent investigation of the flooring during Buyer's physical inspection period, if this is an important factor to Buyer. Buyer understands that any investigation of the flooring must be done in a manner that  
Buyer Initials \_\_\_\_\_ Seller Initials gel jmf

**Buyer and Seller Acknowledge receipt of this page, which constitutes Page 1 of 5 Pages of this Addendum.**

will not damage the existing floor covering. Seller is required to disclose any adverse conditions regarding flooring underneath the existing floor covering that are known to Seller, however, Buyer understands that Seller is NOT responsible for damaged flooring underneath existing floor covering unless Seller was aware of such condition. If Buyer is informed that "hardwood floors" exist at Property, Buyer understands that this is NOT a representation or guarantee that all flooring is hardwood and is not a representation or guarantee as to the condition of said flooring.

6. Rented Equipment: If Seller has a Solar System, Water Softening Device, Burglar Alarm System, or Satellite Dish installed on the property, Buyer should investigate with Seller the status of the ownership or rental of these units. Units rented to the seller will not be transferred to the Buyer without Buyer making a separate rental agreement with the various rental companies involved.
7. Pest Control Reports: In the event that Seller obtains more than one Pest Control report pursuant to the current sale of Property, Seller is required to provide copies of all such reports to Buyer. Seller's ability to comply with the Pest Control provisions of the Purchase Contract may be impacted by the existence of any discrepancies contained within said reports. Buyer is aware that the Structural Pest Control Report deals with wood destroying pests (termites) and does not apply to the presence or absence of rodents, animals, insects, or any other such "pests". Information contained in a wood/pest report is beyond the scope of knowledge of the seller, agent or broker. Receipt of the wood/pest report insulates the seller, broker and agent from any liability concerning said reports.
8. Sale Contingency/Disapproval: This sale is contingent upon Buyer's independent investigation and approval of all items listed in this addendum, within the same number of days from acceptance of offer and in the same manner as agreed to between Buyer and Seller in the Agreement for the physical investigation contingency, if any.
9. Death on Property: Buyer and Seller are aware of California Civil Code Section 1710.2 that requires the seller to disclose a death that occurred at Property within three years of Purchase Contract date, and further requires Seller to disclose a death occurring beyond three years of the Purchase Contract date, if Buyer makes a direct Inquiry of Seller regarding same. Notwithstanding the above, pursuant to said code section, an occupant's affiliation with, or death related to the AIDS virus, is not considered a material fact requiring disclosure.
10. Purchase or sale by One Spouse: If one spouse is purchasing or selling the Property as his or her sole and separate property, the other spouse may be required to Sign appropriate documentation as required by the title company, or the other party to the transaction may not have the ability to close.
11. Lender Information: Seller agent is authorized to contact Buyer's lender regarding progress of loan. Buyer instructs buying agent to provide seller agent with name and telephone number upon request.
12. California Fair Plan Insurance: Buyer is aware certain hillside and brush area properties may require California Fair Plan Insurance (CFP) Coverage. Buyer should allow approximately 4 weeks for processing of this insurance application. Buyer is advised that the cost of CFP insurance may be greater than the cost of conventional insurance and coverage may be limited.
13. Value: Buyer and Seller acknowledge and agree that while Broker(s) often provide information regarding comparable property value, the value of the property is subjective and any such information is not a Broker(s) guarantee the current market value of the Property. Further, Broker(s) make no representation of any kind as to the future value of said property.
14. Escrow Process Complexity: The Purchase Agreement indicates a specific closing date, however, the complexity of a real estate transaction may necessitate an extension of this closing date. Any such extension must be in writing signed by Buyer and Seller. In addition, California law may, in some circumstances, permit a reasonable period of time

Buyer Initials \_\_\_\_\_

Seller Initials



**Buyer and Seller Acknowledge receipt of this page, which constitutes Page 2 of 5 Pages of this Addendum.**

beyond the date set for close of escrow for one or the other party to comply with the terms of escrow and sale beyond the control of the parties. Due to these possibilities, it is suggested that Buyer and Seller remain as flexible as possible with regard to all plans based on the exact closing date.

15. Rent Control: Effective Jan 1 2020, the State of California passed legislation (AB 1482) which establishes a Statewide Rent Cap and Just Cause Eviction Law. This legislation may impact certain properties within cities and counties that are not covered by a Rent stabilization Ordinance. Buyers and Sellers are advised to review said legislation and consult with their own real estate attorney as to any impact said legislation may have on the subject property.
16. Mandatory Government Retrofit Items:
  - a. Smoke Detector/Water Heater Compliance: Buyer and Seller are aware of California Health & Safety Code Sections 13113.8(b) and 19211 requiring Sellers of real property to provide buyer with a written statement indicating that the Property is in compliance with the applicable local ordinance regarding installation of smoke detectors and water heater bracing, anchoring or strapping.
  - b. Carbon Monoxide Detector: As of July 1, 2011, state law requires that Carbon Monoxide Detectors are required for all single family dwellings if there are fuel burning appliances in the dwelling and/or the dwelling has an attached garage. All other dwelling/sleeping units must have Carbon Monoxide Detectors installed by January 1, 2013.
  - c. Low flow fixtures may be locally required retrofit ordinances.
17. Square Footage: Buyer has been advised that it is in Buyer's best interest and RE/MAX ONE ("Broker") strongly recommends, that Buyer measure the entire property to personally certify the accuracy of the square footage of the land and improvements that may be advertised, marketed or disclosed by the Broker, Seller, Tax Assessors' Office or any other entity. Buyer agrees that Broker or Seller do not warrant or guarantee or make any representation concerning the accuracy of the stated or advertised square footage of the subject property, as it is obtained from sources deemed to be reliable but not guaranteed.
18. Permits and Governmental Restrictions on the Condition and Use of Property: All real property is subject to various governmental restrictions and conditions concerning the use, occupancy and construction on the property. These include, but are not limited to zoning, permits and certificates relating to the use of this property, construction on the property and the repair, alteration and remodeling of the property. References are often made in sales disclosures and in marketing materials related to items such as permits, permitted uses and potential uses. These disclosures generally are from the seller(s) of the property, but may also be contained in marketing and disclosure materials prepared by the broker(s). The buyer should not under any circumstances rely on any such information from the seller(s) or broker(s) without first verifying such information through reliable sources with appropriate credentials to verify such information. Broker(s) do not, and Seller(s) often do not, have the qualifications to analyze these governmental restrictions and make no representations concerning these matters.
19. Broker(s) Responsibilities: Buyer and Seller acknowledge and agree Broker(s) are not responsible for Buyer's and Seller's performance of the terms and conditions contained in this purchase agreement, including all addenda, and Broker(s) are not responsible for, and are not a guarantor of the condition of the property.
20. Selection of Service Providers: All parties are aware that Broker(s) have a financial interest in and Buyer and Seller are not obligated to use said service(s) as disclosed on the Affiliated Business Arrangement disclosure form. (Broker(s) are advised that they are required to provide Buyer and Seller with the appropriate Affiliated Business Arrangement disclosure form pursuant to RESPA guidelines with regard to any services referenced in this paragraph).

Buyer Initials \_\_\_\_\_

Seller Initials *gce jmf*

**Buyer and Seller Acknowledge receipt of this page, which constitutes Page 3 of 5 Pages of this Addendum.**

21. In cases in which RE/MAX One acts as the Broker on behalf of the Buyer, Paragraph 10 of the Buyer Representation and Broker Compensation Agreement is hereby removed in its entirety.

22. To the fullest extent permitted by law, no legal action shall be brought, and no cause of action shall be asserted, RE/MAX One or its agents, officers, employees, or directors after the expiration of one year from the date of accrual of such cause of action, the close of escrow for the property or the cancellation of the escrow for the Property whichever is earliest.

23. Local Disclosures and Advisories (if checked):

☐ A.

☐ B.

☐ C.

☐ D.

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

**Acknowledgment of Receipt:**

|        |                       |      |                      |
|--------|-----------------------|------|----------------------|
| Buyer  | _____                 | Date | _____                |
| Seller | <u>James Scanlon</u>  | Date | <u>6-18-26</u>       |
| Seller | <u>Gail C. Leaden</u> | Date | <u>June 18, 2026</u> |
| Seller | _____                 | Date | <u>18</u>            |

Buyer and Seller Acknowledge receipt of this page, which constitutes Page 4 of 5 Pages of this Addendum.

## PRELIMINARY TITLE REPORT ADVISORY

Property Address: 12077 Haven Crest St, Moorpark, California 93021

As the buyer, you have or will receive a copy of a Preliminary Title Report, which is a report prepared by the title copy setting forth the conditions under which the title company will issue title insurance. It is not a guarantee of the state of title. You will also be asked to sign a document evidencing receipt and acceptance of the Preliminary Title report.

The Preliminary Title Report contains information regarding many matters that have been record information regarding recorded documents affecting the Property and its use, including but not limited to access rights, exceptions, restrictions, and easements that could affect the property, its use and future development. For example, an easement may prevent you from building an additional structure on the property.

The Preliminary Title Report may contain links to the documents referred to in the Preliminary Title Report. It is important that you carefully review the Preliminary Title Report, and any related documents referenced in the Preliminary Title Report including copies of easements, restrictions, liens, encumbrances, other rights granted to third parties and/or judgments. It is recommended that you save the documents linked to or provided with the Preliminary Title Report and keep a copy of the Preliminary Title Report for your records.

If you believe there is a document referenced in the Preliminary Title Report that has not been provided you should request a copy of the document.

It is extremely important that you take the time to review all documents either prior to submitting a purchase agreement or during any inspection/investigation phase of the purchase depending on how your particular transaction is structured. You must ensure that that the property is suitable for your intended purpose of the property before removing any contingencies related to title or investigation.

If you have any questions regarding these documents or how they impact your plans for the property, you need to discuss the matter with a professional of your choice including but not limited to California real estate attorney, or contractors. Real estate agents and brokers cannot advise on the meaning or effect of such documents.

### Acknowledgment of Receipt:

|        |                         |      |                      |
|--------|-------------------------|------|----------------------|
| Buyer  |                         | Date |                      |
| Buyer  | <u>Gail C. Leachman</u> | Date | <u>June 18, 2026</u> |
| Seller | <u>James Leachman</u>   | Date | <u>6-18-26</u>       |
| Seller |                         | Date |                      |

Buyer and Seller Acknowledge receipt of this page, which constitutes Page 5 of 5 Pages of this Addendum.