

Memorandum

To: Dwight Norton, Senior Planner, JLUSI Project Manager
GCR, Inc.
From: Tyson Smith, White & Smith, LLC
Date: February 3, 2014
Subj: Real Estate Disclosure for Military Operational Impacts

A. Background

Jurisdictions around the country increasingly are using real estate disclosure forms as a means of insuring that prospective buyers or lessees of property are aware of potential military-related impacts that may occur on the subject property. These impacts commonly include accident potential, noise from aircraft, and periodic low-level aircraft over-flights. Some jurisdictions require sellers and landlords to make these disclosures, others provide the disclosures for voluntary use only.

B. Required Disclosures

1. Louisiana Revised Statutes

Chapter 8 of the Louisiana Revised Statutes requires the seller of residential property to disclose certain conditions of the property to a prospective buyer (*see* Attachment A). The statute is written to cover most types of real estate transactions; they apply to sales, exchanges, bonds for deeds, leases with an option to purchase, and all other options to purchase. However, the provisions also contain broad exceptions regarding specific circumstances when they do not apply.¹ Notably, in addition to the other exceptions, they do not apply to transfers of newly constructed residential structures that have never been occupied. This means that buyers of newly constructed residences of all types may not be aware of collateral effects of owning property near a military installation until they (or a subsequent lessee) occupy the structure and experience the associated impacts first-hand.

In situations where the disclosures are required, the statute requires that sellers notify buyers about three particular conditions:

- Whether the buyer would be obligated to be a member of a homeowner's association;
- Whether the property was used for the production of methamphetamine; and

¹ The disclosures do not apply to 14 types of transactions: court-ordered transfers; certain transfers involving property in foreclosure or being returned to a mortgagee due to default; transfers involving estate or trust administration, or other succession; transfers from one or more co-owners to remaining co-owners; transfers to a spouse or blood relative; transfers to a spouse during a divorce or through a property settlement action; transfers involving a government entity; transfers that help a prior owner relocate; transfers of property that will be converted by the purchaser into a use other than residential; or newly constructed residential real property that has never been occupied.

- Whether a cavity created within a salt stock by dissolution of water lies underneath the property and whether the property is within 2,640 feet of a solution mining injection well.

The statute also requires that sellers notify prospective buyers “at a minimum” about any known defects that “result in a substantial adverse effect on the value of the property, significantly impair the health or safety of future occupants of the property, and that if not repaired, removed, or replaced, significantly shorten the expected normal life of the premises.” However, the statute does not *expressly* require the seller of residential property to disclose noise or the presence of nearby military operations. Moreover, the statute does not require these or any other disclosures for property types except those to be put to residential use; excluding the requirement for disclosures for sellers of commercial, institutional, or industrial real estate.

2. Louisiana Real Estate Commission

The Louisiana Real Estate Commission reiterates that residential real estate disclosures are required in Chapter 36 of its Rules and Regulations (*see* Attachment B). Additionally, because the statute “requires the provision of disclosures using a form provided by the Louisiana Real Estate Commission or a form that contains at least the minimum language prescribed by the commission,” the Commission has provided a standard form that applies to the transactions described in the statute (*see* Attachment C).

The current version of the form (last amended on August 1, 2013) requires the disclosure of the conditions required by the statute as well as myriad other conditions involving the site and structures.² In the military context, one relevant question is whether any other parties have air space rights on the property. However, the form does not *expressly* require other disclosures such of the existence of noise other military-related impacts.

Like the statute, the Real Estate Commission also does not require disclosures for non-residential properties.

3. Local government options

The 2011 Joint Land Use Study recommended the use of real estate disclosure forms to encourage informed decision-making for purchasers of property. As noted above, some local governments and states also require or encourage disclosure prior to execution of residential *lease* agreements, as well.

² The form requires disclosures on numerous topics. It includes 43 questions on topics ranging from whether the property has been determined to be a wetland or is in an area that has experienced flooding to whether termites have ever existed on the property, and whether the structure or its various components (such as the roof, plumbing systems, etc.) have any defects to whether any taxes are owed on the property.

Several states expressly require disclosures of certain military-related impacts to potential purchasers or tenants prior to sale or lease. For example, Maryland law requires sales contracts to contain the following language: "Buyer is advised that the property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels. All local laws requiring a statement or notice substantially similar to the statement required under [the preceding paragraph] prevail over the requirements of this subsection." Arizona and Virginia have similar requirements.³ Since Louisiana does not have similar authorizing legislation, local government authority in this regard is unsettled. However, there is precedent for parish requirements for real estate disclosures related to prior flooding.⁴

If Plaquemines Parish or Jefferson Parish wish to utilize this tool, it is recommended that they work with the local real estate community and parish counsel to evaluate the implications of doing so and, if eventually implemented, to ensure the content of and process for requiring disclosure are consistent with law.

Additionally, because not every seller of real property uses engages a real estate professional, the parishes also will need to reach out to the general public to make property owners aware of any new disclosure requirements. In addition to providing the information on existing parish websites and through other traditional mechanisms, the parishes might coordinate with firms listing property "for sale by owner" to provide information about new disclosure requirements.

³ Virginia requires disclosure to tenants. Sec. 55-248.12:1(A), *Va. Code*, provides, in part, as follows:

"Notwithstanding the provisions of subdivision A 10 of § 55-248.5, the landlord of property in any locality in which a military air installation is located, or any person authorized to enter into a rental agreement on his behalf, shall provide to a prospective tenant a written disclosure that the property is located in a noise zone or accident potential zone, or both, as designated by the locality on its official zoning map. Such disclosure shall be provided prior to the execution by the tenant of a written lease agreement or, in the case of an oral lease agreement, prior to occupancy by the tenant. The disclosure shall specify the noise zone or accident potential zone in which the property is located according to the official zoning map of the locality. A disclosure made pursuant to this section containing inaccurate information regarding the location of the noise zone or accident potential zone shall be deemed as nondisclosure unless the inaccurate information is provided by an officer or employee of the locality in which the property is located."

⁴ See Baton Rouge, East Baton Rouge Parish Code of Ordinances, 12:5, which requires transferors of property to disclose to the transferee "a statement regarding flooding of the property," and provides for penalties for failure to comply.

The parishes also would need to conduct similar outreach efforts to cover the lease scenario. This presents more of a challenge since informal leasing transactions are commonplace. On the other hand, property management companies and large multi-family enterprises likely represent a good number of lessors in the area and would provide a good means of disseminating information about renter disclosure requirements or availability.

Local governments that require disclosures would need to have a system in place that ensures the requirement is followed, such as the mandatory filing of the disclosure statements with the public records' office and remedies for buyers or lessees who were not properly made aware of the potential impacts they later experience on the property.⁵

C. Voluntary Disclosures

Jurisdictions that elect not to *mandate* the use of real estate disclosures of military impacts, may consider making *voluntary* disclosure forms available and encouraging their use. Property sellers and landlords may be motivated to use the forms, even when they are not required, in order to gain a level of comfort that buyers and lessees are on reasonable notice of potential military-related impacts they may experience once they occupy the property. For this reason, jurisdictions that choose to use voluntary disclosures would benefit from using the same outreach efforts as with required disclosures.

An example of a jurisdiction that has adopted voluntary disclosures regarding potential military-related impacts is the City of San Antonio, Texas. The attached Voluntary Real Estate Disclosure Statement from San Antonio could be revised for use by jurisdictions relative to NASJRB New Orleans (*see* Attachment D).

⁵ Again, Virginia provides useful guidance:

“Any tenant who is not provided the disclosure required by subsection A may terminate the lease agreement at any time during the first 30 days of the lease period by sending to the landlord by certified or registered mail, return receipt requested, a written notice of termination. Such termination shall be effective as of (i) 15 days after the date of the mailing of the notice or (ii) the date through which rent has been paid, whichever is later. In no event, however, shall the effective date of the termination exceed one month from the date of mailing. Termination of the lease agreement shall be the exclusive remedy for the failure to comply with the disclosure provisions of this section, and shall not affect any rights or duties of the landlord or tenant arising under this chapter, other applicable law, or the rental agreement.” Sec. 55-248.12:1(B), *Va. Code*.

D. Conclusion

Sample disclosure forms are attached for real estate purchase (see Attachment E) and lease (see Attachment F) situations and could be applied to residential and non-residential properties, whether required or merely voluntary.

We recommend that the JLUS Implementation Steering Committees review these forms, as well as the other background materials provided, and determine whether disclosures would appropriately effectuate the recommendations in the 2011 JLUS. If so, further guidance from the committees as to the following factors would be beneficial:

- residential and/or non-residential applicability;
- purchased and/or leased properties;
- applicable MIPDs and impacts identified;
- required or voluntary disclosure; and
- any other factors or criteria the committee members wish to us to consider.

List of Attachments

- A. Louisiana Revised Statutes Section 9: 3196, *et seq.*
- B. Louisiana Real Estate Commission Rules of Procedure Section 3601
- C. Informational Statement & Louisiana Residential Property Disclosure Form
- D. City of San Antonio, Texas, Voluntary Real Estate Disclosure Statement
- E. Sample NASJRB New Orleans Real Estate *Purchase* Disclosure Form
- F. Sample NASJRB New Orleans Real Estate *Lease* Disclosure Form

Attachment A

Chapter 8, Louisiana Revised Statutes: Residential Property Disclosure

This Chapter addresses the duties of a seller of residential property in disclosure to a potential buyer. It requires the seller to disclose:

- Known defects (defined as conditions that result in a substantial adverse effect on the value of the property, significantly impair the health or safety of future occupants of the property, and that if not repaired, removed, or replaced, significantly shorten the expected normal life of the premises);
- Whether the buyer would be obligated to be a member of a homeowner's association;
- Whether the property was used for the production of methamphetamine; and
- Whether a cavity created within a salt stock by dissolution of water lies underneath the property and whether the property is within 2,640 feet of a solution mining injection well.

It does not require the seller to disclose noise or the presence of nearby military operations.

Pertinent sections are below.

9 §3196. Definitions

As used in this Chapter, the following terms shall have the meanings hereinafter ascribed to them:

- (1) "Known defect" means a condition found within the property that was actually known by the seller and that results in any of the following:
 - (a) Has a substantial adverse effect on the value of the property.
 - (b) Significantly impairs the health or safety of future occupants of the property.
 - (c) If not repaired, removed, or replaced, significantly shortens the expected normal life of the premises.
- (2) "Property disclosure document" means a document in a form prescribed by the Louisiana Real Estate Commission, or a form that contains at least the minimum language prescribed by the commission, which is presented by the seller to the purchaser in the manner set forth in R.S. 9:3198(B) and which discloses, at a minimum, known defects in the residential real property.
- (3) "Purchaser" means a transferee or prospective transferee in any of the types of transactions described in R.S. 9:3197(A).
- (4) "Real estate contract" means any written agreement, entered into prior to the

perfection of the contract of sale or contract to lease or otherwise with an option to purchase, which relates to the sale, offer for sale, purchase, offer to purchase, lease with option to purchase, offer to lease with option to purchase, any other option to purchase, or any other offer which includes an option to purchase any residential real property or improvements thereon.

(5) "Residential real property" means real property consisting of one or not more than four residential dwelling units, which are buildings or structures each of which are occupied or intended for occupancy as single family residences.

(6) "Seller" means an owner of residential real property, whether an individual, partnership, corporation, or trust, who sells or attempts to sell residential real property in a manner described in R.S. 9:3197(A).

Acts 2003, No. 308, §1, eff. June 13, 2003.

9 §3197. Applicability; exemptions

A. On and after July 1, 2004, the provisions of this Chapter shall apply to the transfer of any interest in residential real property, whether by sale, exchange, bond for deed, lease with option to purchase, or any other option to purchase, including transactions in which the assistance of a real estate licensee is utilized and those in which such assistance is not utilized.

B. The provisions of this Chapter shall not apply to any of the following:

(1) Transfers ordered by a court, including but not limited to a transfer ordered by a court in the administration of an estate, a transfer pursuant to a writ of execution, a transfer by any foreclosure sale, a transfer by a trustee in bankruptcy, a transfer by eminent domain, and any transfer resulting from a decree of specific performance.

(2) Transfers to a mortgagee by a mortgagor or successor in interest who is in default.

(3) Transfers by a mortgagee who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or a sale pursuant to decree of foreclosure, or who has acquired the residential property by a deed in lieu of foreclosure.

(4) Transfers by a fiduciary in the course of administration of a decedent's estate, guardianship, conservatorship, or trust.

(5) Transfers of newly constructed residential real property, which has never been occupied.

(6) Transfers from one or more co-owners solely to one or more of the remaining co-owners.

(7) Transfers pursuant to testate or intestate succession.

(8) Transfers of residential real property that will be converted by the purchaser into a use other than residential use.

(9) Transfers of residential real property to a spouse or relative in the line of consanguinity.

(10) Transfers between spouses resulting from a judgment of divorce or a judgment of separate maintenance or from a property settlement agreement incidental to such a judgment.

(11) Transfers or exchanges to or from any governmental entity.

(12) Transfers from an entity that has acquired title or assignment of a real estate contract to a piece of residential real property to assist the prior owner in relocating, as long as the entity makes available to the purchaser a copy of the property disclosure statement, any inspection reports if any furnished to the entity by the prior owner, or both.

(13) Transfers to an inter vivos trust.

(14) Acts that, without additional consideration and without changing ownership or ownership interest, confirm, correct, modify, or supplement a deed or conveyance previously recorded.

Acts 2003, No. 308, §1, eff. June 13 2003.

9 §3198. Duties of the seller; delivery of property disclosure document; termination of real estate contract; information contained in document and inaccuracies; required disclosure of information relative to homeowners' associations; liability of seller

A.

(1) The seller of residential real property shall complete a property disclosure document in a form prescribed by the Louisiana Real Estate Commission or a form that contains at least the minimum language prescribed by the commission. The promulgation of this form shall be conducted in accordance with the Administrative Procedure Act no later than April 1, 2004.

(2)

(a) Included with the property disclosure documents required by this Section shall be a statement of notification to the purchaser as to whether or not he is obligated to be a member of a homeowners' association as a homeowner in the community in which he is purchasing property.

(b) Included with the property disclosure documents required by this Section shall be a statement of acknowledgment as to whether or not an illegal laboratory for the production or manufacturing of methamphetamine was in operation on the purchasing property.

(c) Included with the property disclosure documents required by this Section shall be a statement of acknowledgment as to whether or not a cavity created within a salt stock by dissolution with water lies underneath the property and whether or not the purchasing property is within two thousand six hundred forty feet of a solution mining injection well.

(3) The statement shall inform the purchaser that the information included in the disclosure statement relative to any homeowners' association is summary in nature and that the covenants and association governing documents are a matter of public record. The statement shall further inform the purchaser how such documents can be obtained.

(4) As used in this Subsection, "homeowners' association" or "association" means a nonprofit corporation, unincorporated association, or other legal entity which is created pursuant to a declaration whose members consist primarily of lot owners, and which is created to manage, maintain, or otherwise affect the association property or which otherwise governs the use of association property.

(5) Forms used for compliance with Paragraph (1) of this Subsection on and after April 1, 2005, shall also include a clause for the seller to indicate whether the property has been zoned commercial or industrial.

B.

(1) The seller shall complete the property disclosure document in good faith to the best of the seller's belief and knowledge as of the date the disclosure is completed and signed by the seller. If the seller has no knowledge or information required by the disclosure document, the seller shall so indicate on the disclosure statement and shall be in compliance with this Chapter.

(2) The seller shall deliver or cause to be delivered the completed and signed property disclosure document to the purchaser no later than the time the purchaser makes an offer to purchase, exchange, or option the property or exercises the option to purchase the property pursuant to a lease with an option to purchase.

(3)

(a) If the property disclosure document is delivered to the purchaser after the purchaser makes an offer, the purchaser may terminate any resulting real estate contract or withdraw the offer no later than seventy-two hours, excluding federal and state holidays and weekends, after receipt of the property disclosure document. Notwithstanding any other agreement between the purchaser and seller, if the purchaser terminates a real estate contract or withdraws an offer in accordance with

this Chapter, the termination or withdrawal of offer is without penalty to the purchaser and any deposit or earnest money shall be promptly returned to the purchaser.

(b) Any rights of the purchaser to terminate the real estate contract provided by this Chapter are waived if not exercised prior to transfer of title or occupancy, whichever is earlier, by the purchaser in the case of a sale or exchange, or prior to the transfer of title in the case of a purchase pursuant to a lease with option to purchase.

(c) A transfer subject to this Chapter is not invalidated solely due to the failure of any person to comply with this Chapter.

(d) The provisions of this Chapter shall not affect any other rights of a purchaser to terminate a real estate contract for reasons other than those set forth in this Chapter.

C. If information disclosed in accordance with this Chapter becomes inaccurate as a result of any action, occurrence, or agreement after delivery of the property disclosure document, the resulting inaccuracy does not constitute a violation of this Chapter.

D.

(1) A property disclosure document shall not be considered as a warranty by the seller. The information contained within the property disclosure document is for disclosure purposes only and is not intended to be a part of any contract between the purchaser and seller.

(2) The property disclosure document may not be used as a substitute for any inspections or warranties that the purchaser or seller may obtain. Nothing in this Chapter precludes the rights or duties of a purchaser to inspect the physical condition of the property.

E. A seller shall not be liable for any error, inaccuracy, or omission of any information required to be delivered to the purchaser in a property disclosure document if either of the following conditions exists:

(1) The error, inaccuracy, or omission was not a willful misrepresentation according to the best of the seller's information, knowledge, and belief.

(2) The error, inaccuracy, or omission was based on information provided by a public body or by another person with a professional license or special knowledge who provided a written or oral report or opinion that the seller reasonably believed to be correct and which was transmitted by the seller to the purchaser.

Acts 2003, No. 308, §1, eff. June 13, 2003; Acts 2004, No. 452, §1, eff. July 1, 2005; Acts 2004, No. 546, §1; Acts 2008, No. 681, §1; Acts 2013, No. 369, §1.

Attachment B

Louisiana Real Estate Commission

Residential Property Disclosure Requirements

The Real Estate Commission uses a standard form for real estate disclosures. The current version (last amended on August 1, 2013) is attached. It requires the disclosure of air space rights owned by others, but not the existence of noise or the presence of nearby military operations.

Rules and Regulations

Chapter 36. Residential Property Disclosure

§3601. Property Disclosure Document for Residential Real Estate

A. In accordance with R.S. 9:3196 through 9:3200, unless exempted therein, the seller of residential real property shall complete a property disclosure document in a form prescribed by the Louisiana Real Estate commission or a form that contains at least the minimum language prescribed by the commission.

AUTHORITY NOTE: Promulgated in accordance with R.S. 9:3195 et seq.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Real Estate Commission, LR 30:1192 (June 2004); amended LR 37:3008 (October 2011).

Property Description (Address, City, State, Zip) _____

INFORMATIONAL STATEMENT FOR LOUISIANA RESIDENTIAL PROPERTY DISCLOSURE

In accordance with Act 308 of the 2003 Louisiana Legislature (LSA-R.S. 9:3195-3199), effective July 1, 2004, a seller of residential real property must furnish purchasers with a Property Disclosure Document. A complete copy of these statutes can be found at www.legis.state.la.us. The required Property Disclosure Document may be in the form promulgated by the Louisiana Real Estate Commission ("Commission") or in another form that contains substantially the same information. The Commission form can be found at www.lrec.state.la.us.

Who is required to make disclosure?

A seller's obligation to furnish a Property Disclosure Document applies to any transfer of any interest in residential real property, whether by sale, exchange, bond for deed, lease with option to purchase, etc.

The following transfers are exempt from the requirement to provide a Property Disclosure Document:

1. Court order transfers;
2. Transfers to a mortgagee by a mortgagor or successor in interest who is in default;
3. Transfers by a mortgagee who has acquired the property at a sale conducted pursuant to a decree of foreclosure or by deed in lieu of foreclosure;
4. Transfers by a fiduciary in the course of administration of a decedent's estate, guardianship, conservatorship or trust;
5. Transfers of new constructed property;
6. Transfers from one or more co-owners solely to one or more of the remaining owners;
7. Transfers pursuant to a testate or intestate succession;
8. Transfers of property that will be converted into a use other than residential;
9. Transfers of property to a spouse or relative in the bloodline;
10. Transfers between spouses resulting from a judgment of divorce or separate maintenance;
11. Transfers to or from any governmental entity;
12. Transfers from an entity that has acquired title or assignment of a real estate contract to assist the owner in relocation as long as the entity makes available certain disclosure documents;
13. Transfers to an inter vivos trust;
14. Acts that, without changing ownership, confirm, correct, modify or supplement a deed or conveyance already recorded.

EXEMPTION: In accordance with Act 308 of the 2003 Louisiana Legislature, the **SELLER** of said property is exempt from the requirement to provide a Property Disclosure Document.

Seller (sign) _____ (print) _____ Date _____ Time _____
Seller (sign) _____ (print) _____ Date _____ Time _____

Rights of Purchaser and Consequences for Failure to Disclose

If the property disclosure document is delivered after the purchaser makes an offer, the purchaser can terminate any resulting real estate contract or withdraw the offer for up to 72 hours after receipt of the Property Disclosure Document. This termination or withdrawal will always be without penalty to the purchaser and any deposit or earnest money must be promptly returned to the purchaser (despite any agreement to the contrary).

Duties of Real Estate Licensees and Consequences for Failure to Fulfill Such Duties

Louisiana law requires real estate licensees to inform their clients of those clients' duties and rights in connection with the Property Disclosure Document discussed above. Failure to inform could subject the licensee to censure or suspension or revocation of their license, as well as fines. The licensee is not liable for any error, inaccuracy, or omission in a Property Disclosure Document, unless the person has actual knowledge of the error, inaccuracy, or omission by the seller.

Other Important Provisions of the Law

- A Property Disclosure Document shall not be considered a warranty by the seller.
- A Property Disclosure Document is for disclosure purposes only; it is not intended to be part of any contract between the seller and the purchaser.
- The Property Disclosure Document may not be used as a substitute for any inspections or warranties that the purchasers or seller may obtain.
- Nothing in this law precludes the rights or duties of a purchaser to inspect the physical condition of the property.

Key Definitions

- **Residential real property** is real property consisting of one or not more than four residential dwelling units, which are buildings or structures each of which are occupied or intended for occupancy as single-family residences.
- **Known defect** is a condition found within the property that was actually known by the seller and that results in one or all of the following:
 - (a) It has a substantial adverse effect on the value of the property.
 - (b) It significantly impairs the health or safety of future occupants of the premises.
 - (c) If not repaired, removed, or replaced, significantly shortens the expected normal life of the premises.

PROPERTY DISCLOSURE DOCUMENT FOR RESIDENTIAL REAL ESTATE

Answer all questions to the best of your knowledge. Explain any "yes" answers fully at the end of each section.
Y = yes N= no NK = no knowledge

SECTION 1: LAND

- (1) Lot size or acres _____
- (2) Are there any servitudes/encroachments regarding the property, other than typical/customary utility servitudes, that would affect the use of the property? Y N NK
- (3) Are there any rights vested in others? Check all that applies and explain at the end of this section.

| | | | | | | | |
|----------------------------|----------------------------|----------------------------|-----------------------------|-----------------|----------------------------|----------------------------|-----------------------------|
| Timber rights | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Common driveway | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Right of ingress or egress | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Mineral rights | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Right of way | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Surface rights | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Right of access | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Air rights | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Servitude of passage | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Usufruct | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Servitude of drainage | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Other _____ | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
- (4) Has any part of the property been determined a wetland by the United States Army Corps of Engineers under §404 of the Clean Water Act? Y N NK
 - (a) Is such a determination pending? Y N NK
 - (b) What date was determination made? _____

The Clean Water Act is a federal law that protects the wetlands of the United States. Section 404 of the Act contains permit requirements for altering or building on property that has been determined a wetland by the Army Corps of Engineers. The Corps may assess a fee to the **SELLER** or **PURCHASER** of a property for this determination. A property that has been determined a wetland may result in additional costs for a Section 404 permit. Documentation is attached and becomes a part of this property disclosure if the property described herein has been determined a wetland by the Corps.

- (5) Has any flooding, water intrusion, accumulation, or drainage problem been experienced with respect to the land? If yes, indicate the nature and frequency of the defect at the end of this section. Y N NK
- (6) What is/are the flood zone classification(s) of the property? _____
 - (a) What is the source and date of this information? (Check all that apply) Survey/Date _____
 - Flood Elevation Certificate/Date _____

| | | |
|-----------------|------------------------------|---|
| Question Number | Explanation of "Yes" answers | <input type="checkbox"/> Additional sheet is attached |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

SECTION 2: TERMITES, WOOD-DESTROYING INSECTS AND ORGANISMS

- (7) Has the property ever had termites or other wood-destroying insects or organisms? Y N NK
- (8) Was there any damage to the property? Y N NK
- (9) Was the damage repaired? Y N NK
- (10) Is the property currently under a termite contract? Y N NK
 - (a) Name of company _____
 - (b) Date contract expires _____
 - (c) List any structures not covered by contract _____

| | | |
|-----------------|------------------------------|---|
| Question Number | Explanation of "Yes" answers | <input type="checkbox"/> Additional sheet is attached |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Y = YES N = NO NK = NO KNOWLEDGE

SECTION 3: STRUCTURE

(11) Are there any defects regarding the following? (Check all that apply and explain at the end of this section.)

- Roof Interior walls Floor Attic spaces Porches Steps/Stairways Pool Decks Windows Ceilings Exterior walls Foundation Basement Overhangs Railings Spa Patios Other

(12) Has any structure on the property ever taken water by flooding (rising water or otherwise)? If yes, give the nature and frequency of the defect at the end of this section.

(13) Is there flood insurance on the property?

(a) Flood Insurance Policy/Date Other/Date

(b) Does SELLER have a flood elevation certificate in SELLER'S possession that will be shared with BUYER?

(14) What is the approximate age of all structures on the property? Main structure Other structures

SELLER must complete and provide the "Disclosure on Lead-Based Paint and Lead-Based Paint Hazard Addendum" that is included with this property disclosure if any structure was built before 1978.

(15) Has there been any foundation repair?

(16) What is the approximate age of the roof of each structure? Main structure Other structures

(17) Does the property contain exterior insulation and finish system (EIFS) or other synthetic stucco?

Question Number Explanation of "Yes" answers Additional sheet is attached

SECTION 4: PLUMBING, WATER, GAS, AND SEWERAGE

(18) Are there any defects with the plumbing system?

(19) Are there any defects with the water piping?

(a) Are there any defects with the water quality, quantity, or pressure?

(b) The water is supplied by: Municipality Private utility On-site system Shared well system None

(c) If there is a well, when was the last time the water was tested? Date Results

(20) Is there gas service available to the property/structure?

(a) If yes, what type? Butane Natural Propane

(b) If yes, are there any defects with it?

(21) Are there defects with any water heater?

(a) Unit 1 Gas Electric (b) Unit 2 Gas Electric (c) Unit 3 Gas Electric

(22) The sewerage service is supplied by: Municipality Other

SELLER must provide the attached "Disclosure of Information about Residential Sewage Treatment Systems Addendum" if the property described herein is not served by a municipality waste treatment.

Question Number Explanation of "Yes" answers Additional sheet is attached

Y = YES N= NO NK = NO KNOWLEDGE

SECTION 5: ELECTRICAL, HEATING AND COOLING, APPLIANCES

For major repairs or replacements relative to Section 5, list the date and nature of the repair or replaced component at the end of the section.

- (23) Are there any defects with the electrical system? [] Y [] N [] NK
(24) Are there any defects with the heating or cooling systems? [] Y [] N [] NK
(25) What type of cooling system is installed? [] Central [] Window unit [] Other
(a) Source: [] Electric [] Gas [] Heat pump [] Other
(26) What type of heating system is installed? [] Central [] Window unit [] Other
(a) Source: [] Electric [] Gas [] Heat pump [] Other
(27) If a fireplace exists, is it working? [] Y [] N [] NK
(a) What type is it? [] Gas [] Wood [] Vented [] Vent less [] Electric [] Other
(28) Are there any defects in any permanently installed or built-in appliances? [] Y [] N [] NK
(29) What type of fire alarm system is installed? [] None [] Security/fire alarm [] Battery powered unit that includes a 10-year sealed lithium battery
Question Number Explanation of "Yes" answers [] Additional sheet is attached

SECTION 6: MISCELLANEOUS

- (30) Are there any applicable building restrictions or restrictive covenants which may provide for restrictions as to the use of the property or as to the type of constructions or materials to be used in the construction of any structure on the property? [] Y [] N [] NK
(31) Has there been property damage related to the land or the improvements thereon, including, but not limited to, fire, windstorm, flood, hail, lightning, or other property damage? [] Y [] N [] NK
(a) If yes, were all related property damages, defects, and/or conditions repaired? [] Y [] N [] NK
(32) What is the zoning of the property? _____
(a) Has it ever been zoned for commercial or industrial? [] Y [] N [] NK
(b) Is the property located in an historic district? [] Y [] N [] NK
(33) Does the property and its present usage conflict with current zoning, building, and/or safety restrictions? [] Y [] N [] NK
(34) Are there any current or pending assessments, dues, liens, taxes owing on the property? [] Y [] N [] NK
(a) Is membership in a homeowners' association (HOA), condominium owners' association (COA), or property owners' association (POA) required as the result of owning this property? [] Y [] N [] NK
(b) Are any HOA, COA, or POA dues required? [] Y [] N [] NK
(c) If yes, what is the amount? \$_____ per _____
(d) Are there any pending special assessments? [] Y [] N [] NK
(e) If yes, what is the amount? \$_____ per _____

Any information contained in this property disclosure regarding homeowners' associations (HOA), condominium owners' associations (COA), or property owners' associations (POA) is summary in nature. The covenants and association governing documents are a matter of public record and can be obtained from the conveyance records on file at the Clerk of Court in the parish where the property is located.

- (35) Was SELLER (or previous owner) a recipient of a Road Home grant? [] Y [] N [] NK
If YES, complete (a) - (f) below.
(a) Is the property subject to the Road Home Declaration of Covenants Running with the Land, Hurricane Katrina/Hurricane Rita? [] Y [] N [] NK
(b) If YES, is a copy of the Road Home Program Declaration of Covenants attached? [] Y [] N
(c) If YES, what is the amount received? \$_____
(d) Has SELLER personally assumed any terms of the Road Home Program Grant Agreement? [] Y [] N
(e) Was SELLER (or previous owner) a recipient of any elevation grant funds? [] Y [] N
(f) If YES, what is the amount received? \$_____
(36) Are the streets accessing the property [] Private [] Public [] NK

Property Description (Address, City, State, Zip) _____

- (37) Were any additions or alterations made to the property? **Y** **N** **NK**
- (a) If yes, were the necessary permits and inspections obtained for all additions or alterations? **Y** **N** **NK**
- (38) Is there a homestead exemption in effect? **Y** **N** **NK**
- (39) Is there high speed Internet access available to the property? **Y** **N** **NK**
- (40) Is there any pending litigation regarding the property? **Y** **N** **NK**

(41) Does the property or any of its structures contain any of the following? (Check all that apply and provide the nature and frequency at the end of this section.)

- | | | | | | | | |
|---------------------------------------|-----------------------------------|-----------------------------------|------------------------------------|--------------------------------|-----------------------------------|-----------------------------------|------------------------------------|
| Asbestos | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Formaldehyde | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Radon gas | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Chemical storage tanks | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Contaminated soil | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Contaminated water | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Hazardous waste | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Toxic Mold | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Mold/Mildew | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Pets | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Electromagnetic fields | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Crystal meth exposure | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |
| Other adverse materials or conditions | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK | Contaminated drywall/sheetrock | <input type="checkbox"/> Y | <input type="checkbox"/> N | <input type="checkbox"/> NK |

- (42) Is there a cavity created within a salt stock by dissolution with water underneath the property? **Y** **N** **NK**
- (43) Is there a solution mining injection well within two thousand six hundred forty feet (2640) feet of the property? **Y** **N** **NK**

Question Number Explanation of "Yes" answers Additional sheet is attached

ACKNOWLEDGEMENTS

I/We attest that the above statements and explanations have been provided by me/us and are true and correct to the best of my/our knowledge. (If either party is represented by a real estate licensee, your signature below acknowledges that you have been informed of your duties and rights under LSA-R.S. 9:3195-3199 and have read and understand the informational statement.)

Seller(s) acknowledge(s) that the information contained herein is current as of this date.

Seller (sign) _____ (print) _____ Date _____ Time _____
 Seller (sign) _____ (print) _____ Date _____ Time _____

Purchaser(s) signing below acknowledge(s) receipt of this property disclosure.

Purchaser (sign) _____ (print) _____ Date _____ Time _____
 Purchaser (sign) _____ (print) _____ Date _____ Time _____



CITY OF SAN ANTONIO

P. O. BOX 839966
SAN ANTONIO TEXAS 78283-3966

Camp Bullis Awareness Zone Voluntary Real Estate Disclosure Statement

If you are contemplating buying, selling or developing a property near Camp Bullis, or otherwise arranging or a tract of land near Camp Bullis to be occupied, you should be aware that the area depicted on this map from the June 2009 Camp Bullis Joint Land Use Study (JLUS) may be subject to noise or other conditions from military operations at Camp Bullis.

These conditions could possibly include noise from low flying helicopters and fixed wing aircraft, firing ranges (small arms fire and grenades), vehicles, loud music, and the demolition of unexploded devices. The noises may be occurring at any time of the day or night. These areas may also be subject to dust from frequent military maneuver operations.

Camp Bullis has been an active military facility since 1917 and new occupants or residents moving to locations near its borders should realize that they could experience the above conditions resulting from living near a busy military installation. Additional information concerning Camp Bullis is available at the JLUS website: www.campbullisjlus.com.

Attachment E

NAVAL AIR STATION JOINT RESERVE BASE NEW ORLEANS REAL ESTATE SALE DISCLOSURE

Pursuant to the section ____ of the Code of the <*jurisdiction*>, any owner of real property who sells real property within a "Military Influence Planning District Overlay" associated with "Naval Air Station Joint Reserve Base New Orleans" (NASJRB New Orleans) is required to disclose to any buyer that the property is subject to varying degrees of accident potential, noise from aircraft, periodic low-level aircraft over-flights, and other impacts from activities associated with training at NASJRB New Orleans. Sound attenuation guidelines are available from <*jurisdiction*>.

Details on the Military Influence Planning District Overlay in which this property is located can be found by contacting the <*jurisdiction*> in which the property is located.

This disclosure must be executed prior to closing and filed with the property deed.

To: _____
(Buyers)

The Property at: _____
(Street Address & Zip Code)

Is located within the following Noise Zone(s):

- _____ Noise Zone 65 dBA (having an average Day/Night noise Level [DNL] of 65-69 dBA)
- _____ Noise Zone 70 dBA (having an average Day/Night noise Level [DNL] of 70-74 dBA)
- _____ Noise Zone 75 dBA (having an average Day/Night noise Level [DNL] of 75-79 dBA)
- _____ Noise Zone 80 dBA (having an average Day/Night noise Level [DNL] of 80-84 dBA)
- _____ Noise Zone 85 dBA (having an average Day/Night noise Level [DNL] of 85 or more dBA)

Is located within the following Accident or Hazard Zones:

- _____ Accident Potential Zone 1
- _____ Accident Potential Zone 2
- _____ Clear Zone

***CERTIFICATION:**

AS TO SELLER:

WITNESSED BY:

Signature

Printed Name

Signature

Printed Name

AS TO BUYER:

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

WITNESSED BY:

Signature

Printed Name

WITNESSED BY:

Signature

Printed Name

WITNESSED BY:

Signature

Printed Name

Attachment F

**NAVAL AIR STATION JOINT RESERVE BASE
NEW ORLEANS
REAL ESTATE LEASE DISCLOSURE**

Pursuant to the section ____ of the Code of the <jurisdiction>, any owner of real property who leases real property within a "Military Influence Planning District Overlay" associated with "Naval Air Station Joint Reserve Base New Orleans" (NASJRB New Orleans) is required to disclose to any lessee that the property is subject to varying degrees of accident potential, noise from aircraft, periodic low-level aircraft over-flights, and other impacts from activities associated with training at NASJRB New Orleans.

Details on the Military Influence Planning District Overlay in which this property is located can be found by contacting the <jurisdiction> in which the property is located.

This disclosure must be presented to the lessee and executed prior to the lessee executing a lease agreement or taking possession of the property.

To: _____
(Lessees)

The Property at: _____
(Street Address & Zip Code)

Is located within the following Noise Zone(s):

- _____ Noise Zone 65 dBA (having an average Day/Night noise Level [DNL] of 65-69 dBA)
- _____ Noise Zone 70 dBA (having an average Day/Night noise Level [DNL] of 70-74 dBA)
- _____ Noise Zone 75 dBA (having an average Day/Night noise Level [DNL] of 75-79 dBA)
- _____ Noise Zone 80 dBA (having an average Day/Night noise Level [DNL] of 80-84 dBA)
- _____ Noise Zone 85 dBA (having an average Day/Night noise Level [DNL] of 85 or more dBA)

Is located within the following Accident or Hazard Zones:

- _____ Accident Potential Zone 1
- _____ Accident Potential Zone 2
- _____ Clear Zone

***CERTIFICATION:**

AS TO LANDLORD:

WITNESSED BY:

Signature

Printed Name

Signature

Printed Name

AS TO LESSEE:

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

WITNESSED BY:

Signature

Printed Name

WITNESSED BY:

Signature

Printed Name

WITNESSED BY:

Signature

Printed Name