



RENOVATION DESIGN REALTY  
LIVE BEAUTIFULLY

**Cover Pages for Property Disclosure Package for:**

1498 Underwood, San Francisco, CA

Listing Agent: Sammy Hastings and Heather Bennett, Renovation Design Realty, Inc.

Direct Number: 415-871-6671 & 510.613.3926\ Email: [sammy@rdrsf.com](mailto:sammy@rdrsf.com) &  
[Heather@rdrsf.com](mailto:Heather@rdrsf.com)

To assist you in the consideration of this property prior to the submittal of an offer, the attached disclosures, reports and advisories are being provided. Please review these documents carefully as they contain material information pertinent to the property's condition and circumstances. However, these documents are not necessarily comprehensive nor meant to be a substitute for buyer's sensible due diligence.

- If presenting an offer, please sign where indicated on page 2, acknowledging receipt and review of the documents listed. All disclosures shall be signed and returned to the listing agent within 24 hours after acceptance and selling agent AVID to be completed signed and returned within 48 hours after acceptance.
- Please deliver your offer to Sammy Hastings via Brokermint link:  
<https://my.brokermint.com/offers/d0f396cc30/new>
- Offers should be submitted on the 7 page SFAR Purchase Contract, including Buyers Inspection Advisory and Agency Disclosures.
- Escrow has been opened with Karen Tam, North American Title, Escrow #1542418.
- If financing is part of your offer, please include all relevant information for seller's review.
- If making an all-cash offer, include appropriate verification-of-funds documentation.
- Buyers are not advised to waive inspection contingencies unless absolutely confident of their comprehensive knowledge of the property's condition and circumstances. Renovation Design Realty, Inc. encourages inspections as part of buyer's sensible due diligence; if waiving inspection contingencies, please read the contractual waiver clauses carefully. Listing agent makes no representations regarding the condition of the property beyond those contained in our Agent Visual Inspection Disclosure. Listing agent has neither verified nor warrants information provided by other parties in the materials enclosed, including, but not limited to, representations in inspection reports; regarding legal issues; natural and environmental hazards; permits; or repairs and renovations made or contemplated. Property square footage and lot lines have not been verified by listing agent. Buyers are strongly advised to investigate all issues or concerns to them, to their full satisfaction, using qualified professionals of their own choosing.



5172 3<sup>rd</sup> Street San Francisco, CA 94124  
1108 Irving Street, San Francisco, CA 94122  
Fax: 415-738-5457

The following Disclosures and Reports are included in this package:

- Disclosure Regarding Real Estate Agency Relationship (2 pages)
- Additional Agent Acknowledgement (will supplement)
- PRBS (1 page)
- Market Condition Advisory (2 pages)
- Transfer Disclosure Statement (9 pages)
- As Is Addendum (1 pages)
- Natural Hazard Receipt (1 page)
- Sellers Property Questionnaire (4 pages)
- Statewide Buyer and Seller Advisory (12 pages)
- Agent Visual Inspection (will supplement)
- Water Heater Smoke Detector (1 page)
- Lead Advisory (2 pages)
- Combined Hazards – link found below
- 3R (3 pages)
- Underground Storage Tank (will be supplemented)
- Energy/Water (will be supplemented)
- Cell Advisory (1 page)
- Mold Advisory (page 25 of NHD)
- Document Retention (1 page)
- Drought Advisory (1 page)
- Electronic Signature (1 page)
- Permits Advisory (1 page)
- Insurance Claims Disclosure (will supplement)
- Noise & Odor Advisory (1 page)
- Square Footage Advisory (1 page)
- Parking & Storage (1 page)
- JCP NHD Report (50 pages)
- Preliminary Title (16 pages)
- Property Profile
- Trust Advisory
- SF Advisory (19 pages)
- Water Conserving/CMD (will supplement)
- Wire Fraud (will supplement)
- Buyer Inspection Elections (1 page)
- Buyer Inspection Waiver (1 page)
- For Your Protection Get a Home Inspection (1 page)
- Tenant Docs (will supplement)
- \* MLS

ENVIRONMENTAL SAFETY BOOKLETS:

[http://www.firstamprs.com/regulatory\\_pamphlets](http://www.firstamprs.com/regulatory_pamphlets)



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Buyers acknowledge they have received all disclosures listed above.

Buyer: \_\_\_\_\_  
Date: \_\_\_\_\_

Buyer: \_\_\_\_\_  
Date: \_\_\_\_\_

Buyers Agent: \_\_\_\_\_  
Date: \_\_\_\_\_



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CALIFORNIA  
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## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Listing Firm to Seller)  
(As required by the Civil Code)  
(C.A.R. Form AD, Revised 12/14)

☐ (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(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 that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### BUYER'S AGENT

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

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 that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, 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, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

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. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

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 BACK (OR A SEPARATE PAGE).**

☐ Buyer ☒ Seller ☐ Landlord ☐ Tenant Geril Grant, Co-Treasurer Date 12/2/17  
Altha J Grant 2009 Trust

☐ Buyer ☒ Seller ☐ Landlord ☐ Tenant Stephane C. Hall, Co-Treasurer Date 12.2.17  
Altha J Grant 2009 Trust

Agent DocuSigned by: Revonation Design Realty BRE Lic. # \_\_\_\_\_

By Heather Bennett Real Estate Broker (Firm) BRE Lic. # \_\_\_\_\_ Date 12/4/2017

(Salesperson or Broker-Associate) Heather Bennett

### Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

(SELLER/LANDLORD: DO NOT SIGN HERE)

(SELLER/LANDLORD: DO NOT SIGN HERE)

Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_ Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_

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AD REVISED 12/14 (PAGE 1 OF 2)

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

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Sammy Hastings

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1498 Underwood

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





**CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)**

**2079.13** As used in Sections 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. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee 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 associate licensee functions. (c) "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. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner 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. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "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 listing agent. (i) "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. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "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. (n) "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. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

**2079.14** Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

**2079.15** In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an 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 selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller'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 selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively 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 listing agent prior to or coincident with the execution of that contract by the seller.

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

(DO NOT COMPLETE. SAMPLE ONLY)

is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.

(Name of Listing Agent)

(DO NOT COMPLETE. SAMPLE ONLY)

is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or ☐ both the buyer and seller.

(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

**2079.18** No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

**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 dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. 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 listing agent from also being a selling agent, and the combination of these functions in one agent 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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## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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1498 Underwood





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

(C.A.R. Form PRBS, 11/14)

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) Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

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

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

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

Seller	<u>Cheryl Grant, Co-TRUSTEE</u>	<u>Altha J Grant 2009 Trust</u>	Date	<u>12/2/17</u>
Seller	<u>Jamie C. Hall, Co-TRUSTEE</u>	<u>Altha J Grant 2009 Trust</u>	Date	<u>12.2.17</u>
Buyer	_____	_____	Date	_____
Buyer	_____	_____	Date	_____
Real Estate Broker (Firm)	<u>Revonation Design Realty</u>	CalBRE Lic #	Date	_____
By	<u>Heather Bennett</u>	CalBRE Lic #	Date	<u>12/4/2017</u>
Real Estate Broker (Firm)	<u>Revonation Design Realty</u>	CalBRE Lic #	Date	_____
By	<u>Sammy Hastings</u>	CalBRE Lic #	Date	<u>12/4/2017</u>

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PRBS 11/14 (PAGE 1 OF 1)

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

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Sammy Hastings

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1498 Underwood



CALIFORNIA  
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**MARKET CONDITIONS ADVISORY**  
(C.A.R. Form MCA, Revised 11/11)

**1. MARKET CONDITIONS:** Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.

**2. BUYER CONSIDERATIONS:**

**A. OFFERING PRICE:** AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: **(i)** If your offer is accepted, the property's value may not increase and may even decrease. **(ii)** If your offer is accepted, you may have "Buyer's remorse" that you paid too much. **(iii)** If your offer is rejected there can be no guarantee that you will find a similar property at the same price. **(iv)** If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.

**B. NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: **(i)** the Buyer cannot obtain a loan; **(ii)** is dissatisfied with the property's condition after an inspection; or **(iii)** if the property does not appraise at a certain value. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:

**(1) LOAN CONTINGENCY:** If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.

**(2) APPRAISAL CONTINGENCY:** If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.

Buyer's Initials ( ) ( )

Seller's Initials ( ) ( )

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**MCA REVISED 11/11 (PAGE 1 OF 2)**

**MARKET CONDITIONS ADVISORY (MCA PAGE 1 OF 2)**



Property Address: **1498 Underwood Ave, San Francisco, CA 94124-3212**

Date: \_\_\_\_\_

3. **INSPECTION CONTINGENCY:** If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your inspection contingency. However, even if you make an offer without an inspection contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

**C. BROKER RECOMMENDATIONS.** Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: **(i)** review all available Seller reports, disclosures, information and documents; **(ii)** have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and **(iii)** carefully assess your financial position and risk with your attorney, accountant or financial advisor.

**D. MULTIPLE OFFERS:** At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract.

### 3. SELLER CONSIDERATIONS:

As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

**Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.**

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date 1/10/2018

Seller \_\_\_\_\_ Date 1/10/2018

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_







CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**REAL ESTATE TRANSFER DISCLOSURE STATEMENT**  
**(CALIFORNIA CIVIL CODE §1102, ET SEQ.)**  
**(C.A.R. Form TDS, Revised 4/14)**

**THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF**  
**San Francisco**, COUNTY OF **San Francisco**, STATE OF CALIFORNIA,  
**DESCRIBED AS** **1498 Underwood Ave, #T, San Francisco, CA 94124-3212**.  
**THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN**  
**COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) January 9, 2018. IT IS NOT A**  
**WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS**  
**TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY**  
**WISH TO OBTAIN.**

**I. COORDINATION WITH OTHER DISCLOSURE FORMS**

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

**Substituted Disclosures:** The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- ☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.  
☐ Additional inspection reports or disclosures: \_\_\_\_\_

**II. SELLER'S INFORMATION**

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

**THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.**

Seller ☐ is ☒ is not occupying the Home.

**A. The subject property has the items checked below: \***

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Range                     | <input type="checkbox"/> Wall/Window Air Conditioning                   | <input type="checkbox"/> Pool:   |
| <input checked="" type="checkbox"/> Oven                      | <input type="checkbox"/> Sprinklers                                     | <input type="checkbox"/> Child Resistant Barrier   |
| <input checked="" type="checkbox"/> Microwave                 | <input type="checkbox"/> Public Sewer System                            | <input type="checkbox"/> Pool/Spa Heater:  |
| <input type="checkbox"/> Dishwasher                           | <input type="checkbox"/> Septic Tank                                    | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric            |
| <input type="checkbox"/> Trash Compactor                      | <input type="checkbox"/> Sump Pump                                      | <input checked="" type="checkbox"/> Water Heater:  |
| <input checked="" type="checkbox"/> Garbage Disposal          | <input type="checkbox"/> Water Softener                                 | <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input type="checkbox"/> Washer/Dryer Hookups                 | <input type="checkbox"/> Patio/Decking                                  | <input checked="" type="checkbox"/> Water Supply:  |
| <input type="checkbox"/> Rain Gutters                         | <input type="checkbox"/> Built-in Barbecue                              | <input checked="" type="checkbox"/> City <input type="checkbox"/> Well                                   |
| <input type="checkbox"/> Burglar Alarms                       | <input type="checkbox"/> Gazebo   | <input type="checkbox"/> Private Utility or  |
| <input checked="" type="checkbox"/> Carbon Monoxide Device(s) | <input type="checkbox"/> Security Gate(s)                               | Other _____  |
| <input checked="" type="checkbox"/> Smoke Detector(s)         | <input type="checkbox"/> Garage:  | <input checked="" type="checkbox"/> Gas Supply:  |
| <input type="checkbox"/> Fire Alarm                           | <input type="checkbox"/> Attached <input type="checkbox"/> Not Attached | <input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank)                      |
| <input type="checkbox"/> TV Antenna                           | <input type="checkbox"/> Carport  | <input type="checkbox"/> Window Screens  |
| <input type="checkbox"/> Satellite Dish                       | <input type="checkbox"/> Automatic Garage Door Opener(s)                | <input checked="" type="checkbox"/> Window Security Bars   |
| <input type="checkbox"/> Intercom                             | <input type="checkbox"/> Number Remote Controls _____                   | <input checked="" type="checkbox"/> Quick Release Mechanism on   |
| <input type="checkbox"/> Central Heating                      | <input type="checkbox"/> Sauna  | Bedroom Windows  |
| <input type="checkbox"/> Central Air Conditioning             | <input type="checkbox"/> Hot Tub/Spa:                                   | <input type="checkbox"/> Water-Conserving Plumbing Fixtures  |
| <input type="checkbox"/> Evaporator Cooler(s)                 | <input type="checkbox"/> Locking Safety Cover                           |  |
| Exhaust Fan(s) in <u>Kitchen over Range</u>                   | 220 Volt Wiring in _____  | Fireplace(s) in _____  |
| <input type="checkbox"/> Gas Starter                          | <input type="checkbox"/> Roof(s): Type: _____                           | Age: _____ (approx.)   |
| <input type="checkbox"/> Other: _____                         |   |  |

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes ☒ No. If yes, then describe. (Attach additional sheets if necessary): \_\_\_\_\_

(\*see note on page 2)

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( DS ) ( DS )

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**TDS REVISED 4/14 (PAGE 1 OF 3)**

Reviewed by \_\_\_\_\_

Date \_\_\_\_\_

**REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3)**

Renovation Design Realty Inc., 5172 3rd St. San Francisco CA 94124

Phone: 415-871-6671

Fax: 415-738-5457

1498 Underwood

Sammy Hastings

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Property Address: **1498 Underwood Ave, #T, San Francisco, CA 94124-3212**Date: **January 9, 2018**

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☐ Yes ☐ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s)  
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components

(Describe: \_\_\_\_\_)

If any of the above is checked, explain. (Attach additional sheets if necessary.): \_\_\_\_\_

\*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with section 1101.4 of the Civil Code.

C. Are you (Seller) aware of any the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ..... ☐ Yes ☒ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ..... ☒ Yes ☐ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property ..... ☐ Yes ☒ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. .... ☐ Yes ☒ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes .... ☐ Yes ☒ No
6. Fill (compacted or otherwise) on the property or any portion thereof ..... ☐ Yes ☒ No
7. Any settling from any cause, or slippage, sliding, or other soil problems ..... ☐ Yes ☒ No
8. Flooding, drainage or grading problems ..... ☐ Yes ☒ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ..... ☐ Yes ☒ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements ..... ☐ Yes ☒ No
11. Neighborhood noise problems or other nuisances ..... ☐ Yes ☒ No
12. CC&R's or other deed restrictions or obligations ..... ☐ Yes ☒ No
13. Homeowners' Association which has any authority over the subject property ..... ☐ Yes ☒ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ..... ☐ Yes ☒ No
15. Any notices of abatement or citations against the property ..... ☐ Yes ☒ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ..... ☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): Shared Fence between house next door on the right side, if your facing subject property.

- D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( CS ) ( JCH )

TDS REVISED 4/14 (PAGE 2 OF 3)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

**REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)**Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

1498 Underwood





Property Address: 1498 Underwood Ave, #T, San Francisco, CA 94124-3212Date: January 9, 2018

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller Cheryl Grant, Co-Trustee for the Date 1/10/2018Seller Jasmine Hall, Co-Trustee for the Altha J. Grant 2009 Trust Date 1/11/2018Altha J. Grant 2009 Trust  
B8EC95F59E9F464...**III. AGENT'S INSPECTION DISCLOSURE**

(To be completed only if the Seller is represented by an agent in this transaction.)

**THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:**

- ☒ See attached Agent Visual Inspection Disclosure (AVID Form)  
☐ Agent notes no items for disclosure.  
☐ Agent notes the following items:

Agent (Broker Representing Seller) Revonation Design Realty  
(Please Print)By Heather Bennett Date 1/9/2018  
(Associate Licensee or Broker Signature)Heather Bennett**IV. AGENT'S INSPECTION DISCLOSURE**

(To be completed only if the agent who has obtained the offer is other than the agent above.)

**THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:**

- ☐ See attached Agent Visual Inspection Disclosure (AVID Form)  
☐ Agent notes no items for disclosure.  
☐ Agent notes the following items:

Agent (Broker Obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)**V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.****I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.**Seller Cheryl Grant, Co-Trustee for the Date 1/10/2018 Buyer \_\_\_\_\_ Date \_\_\_\_\_Seller Jasmine Hall, Co-Trustee for the Altha J. Grant 2009 Trust Date 1/11/2018 Buyer \_\_\_\_\_ Date \_\_\_\_\_Altha J. Grant 2009 Trust  
B8EC95F59E9F464...Agent (Broker Representing Seller) Revonation Design Realty By Heather Bennett Date 1/9/2018  
(Please Print) (Associate Licensee or Broker Signature)Heather BennettAgent (Broker Obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)**SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.****A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.**

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

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1498 Underwood





CALIFORNIA  
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**REAL ESTATE TRANSFER DISCLOSURE STATEMENT**  
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)  
(C.A.R. Form TDS, Revised 4/14)

**THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF**  
San Francisco, COUNTY OF San Francisco, STATE OF CALIFORNIA,  
**DESCRIBED AS** 1498 Underwood Ave, #B, San Francisco, CA 94124-3212.  
**THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN**  
**COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date)** January 9, 2018. **IT IS NOT A**  
**WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS**  
**TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY**  
**WISH TO OBTAIN.**

**I. COORDINATION WITH OTHER DISCLOSURE FORMS**

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

**Substituted Disclosures:** The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- ☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.  
☐ Additional inspection reports or disclosures: \_\_\_\_\_

**II. SELLER'S INFORMATION**

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

**THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.**

Seller ☐ is ☒ is not occupying the Home.

**A. The subject property has the items checked below: \***

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Range                     | <input type="checkbox"/> Wall/Window Air Conditioning                   | <input type="checkbox"/> Pool:   |
| <input checked="" type="checkbox"/> Oven                      | <input type="checkbox"/> Sprinklers                                     | <input type="checkbox"/> Child Resistant Barrier   |
| <input checked="" type="checkbox"/> Microwave                 | <input type="checkbox"/> Public Sewer System                            | <input type="checkbox"/> Pool/Spa Heater:  |
| <input type="checkbox"/> Dishwasher                           | <input type="checkbox"/> Septic Tank                                    | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric            |
| <input type="checkbox"/> Trash Compactor                      | <input type="checkbox"/> Sump Pump                                      | <input checked="" type="checkbox"/> Water Heater:  |
| <input checked="" type="checkbox"/> Garbage Disposal          | <input type="checkbox"/> Water Softener                                 | <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups      | <input type="checkbox"/> Patio/Decking                                  | <input checked="" type="checkbox"/> Water Supply:  |
| <input checked="" type="checkbox"/> Rain Gutters              | <input type="checkbox"/> Built-in Barbecue                              | <input checked="" type="checkbox"/> City <input type="checkbox"/> Well                                   |
| <input type="checkbox"/> Burglar Alarms                       | <input type="checkbox"/> Gazebo   | <input type="checkbox"/> Private Utility or  |
| <input checked="" type="checkbox"/> Carbon Monoxide Device(s) | <input type="checkbox"/> Security Gate(s)                               | Other _____  |
| <input checked="" type="checkbox"/> Smoke Detector(s)         | <input type="checkbox"/> Garage:  | <input checked="" type="checkbox"/> Gas Supply:  |
| <input type="checkbox"/> Fire Alarm                           | <input type="checkbox"/> Attached <input type="checkbox"/> Not Attached | <input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank)                      |
| <input type="checkbox"/> TV Antenna                           | <input type="checkbox"/> Carport  | <input type="checkbox"/> Window Screens  |
| <input type="checkbox"/> Satellite Dish                       | <input type="checkbox"/> Automatic Garage Door Opener(s)                | <input checked="" type="checkbox"/> Window Security Bars   |
| <input type="checkbox"/> Intercom                             | <input type="checkbox"/> Number Remote Controls _____                   | <input checked="" type="checkbox"/> Quick Release Mechanism on   |
| <input type="checkbox"/> Central Heating                      | <input type="checkbox"/> Sauna  | Bedroom Windows  |
| <input type="checkbox"/> Central Air Conditioning             | <input type="checkbox"/> Hot Tub/Spa:                                   | <input type="checkbox"/> Water-Conserving Plumbing Fixtures  |
| <input type="checkbox"/> Evaporator Cooler(s)                 | <input type="checkbox"/> Locking Safety Cover                           |  |

Exhaust Fan(s) in Kitchen over Range 220 Volt Wiring in \_\_\_\_\_ Fireplace(s) in \_\_\_\_\_  
☐ Gas Starter \_\_\_\_\_ ☐ Roof(s): Type: \_\_\_\_\_ Age: \_\_\_\_\_ (approx.)  
☐ Other: \_\_\_\_\_

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes ☒ No. If yes, then describe. (Attach additional sheets if necessary): \_\_\_\_\_

(\*see note on page 2)

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( COX ) Jasmine Hall, Co.  
B8EC95F59E9F464...

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**TDS REVISED 4/14 (PAGE 1 OF 3)**

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3)**

Renovation Design Realty Inc., 5172 3rd St. San Francisco CA 94124  
Sammy Hastings

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Phone: 415-871-6671

Fax: 415-738-5457

1498 Underwood



Property Address: **1498 Underwood Ave, #B, San Francisco, CA 94124-3212**Date: **January 9, 2018**

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☐ Yes ☐ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s)  
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components

(Describe: \_\_\_\_\_)

If any of the above is checked, explain. (Attach additional sheets if necessary.): \_\_\_\_\_

\*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with section 1101.4 of the Civil Code.

C. Are you (Seller) aware of any the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ..... ☐ Yes ☒ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ..... ☒ Yes ☐ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property ..... ☐ Yes ☒ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. .... ☐ Yes ☒ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ... ☐ Yes ☒ No
6. Fill (compacted or otherwise) on the property or any portion thereof ..... ☐ Yes ☒ No
7. Any settling from any cause, or slippage, sliding, or other soil problems ..... ☐ Yes ☒ No
8. Flooding, drainage or grading problems ..... ☐ Yes ☒ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ..... ☐ Yes ☒ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements ..... ☐ Yes ☒ No
11. Neighborhood noise problems or other nuisances ..... ☐ Yes ☒ No
12. CC&R's or other deed restrictions or obligations ..... ☐ Yes ☒ No
13. Homeowners' Association which has any authority over the subject property ..... ☐ Yes ☒ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ..... ☐ Yes ☒ No
15. Any notices of abatement or citations against the property ..... ☐ Yes ☒ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ..... ☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): **SHARED FENCE BETWEEN HOUSE NEXT DOOR ON THE RIGHT SIDE, IF YOU'RE FACING SUBJECT PROPERTY**

- D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials (  ) (  )

TDS REVISED 4/14 (PAGE 2 OF 3)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

**REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)**Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

1498 Underwood





Property Address: 1498 Underwood Ave, #B, San Francisco, CA 94124-3212Date: January 9, 2018

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller Cheryl Grant, Co-Trustee for the Date 1/10/2018Seller Jasmine Hall, Co-Trustee for the Altha J. Grant 2009 Trust Date 1/11/2018Altha J Grant 2009 Trust**III. AGENT'S INSPECTION DISCLOSURE**

(To be completed only if the Seller is represented by an agent in this transaction.)

**THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:**

- ☒ See attached Agent Visual Inspection Disclosure (AVID Form)  
☐ Agent notes no items for disclosure.  
☐ Agent notes the following items: \_\_\_\_\_

Agent (Broker Representing Seller) Revonation Design Realty  
(Please Print)By Heather Bennett Date 1/9/18  
(Associate Licensee or Broker Signature)**IV. AGENT'S INSPECTION DISCLOSURE**

(To be completed only if the agent who has obtained the offer is other than the agent above.)

**THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:**

- ☐ See attached Agent Visual Inspection Disclosure (AVID Form)  
☐ Agent notes no items for disclosure.  
☐ Agent notes the following items: \_\_\_\_\_

Agent (Broker Obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)**V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.****I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.**Seller Cheryl Grant, Co-Trustee for the Date 1/10/2018 Buyer \_\_\_\_\_ Date \_\_\_\_\_Seller Jasmine Hall, Co-Trustee for the Altha J. Grant 2009 Trust Date 1/11/2018Agent (Broker Representing Seller) Revonation Design Realty By Heather Bennett Date 1/9/18  
(Please Print) (Associate Licensee or Broker Signature)Agent (Broker Obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)**SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.****A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.**

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525 South Virgil Avenue, Los Angeles, California 90020

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1498 Underwood





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**REAL ESTATE TRANSFER DISCLOSURE STATEMENT**  
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)  
(C.A.R. Form TDS, Revised 4/14)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF San Francisco, COUNTY OF San Francisco, STATE OF CALIFORNIA, DESCRIBED AS 1498 Underwood Ave, #M, San Francisco, CA 94124-3212. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) January 9, 2018. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

**I. COORDINATION WITH OTHER DISCLOSURE FORMS**

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

**Substituted Disclosures:** The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- ☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.  
☐ Additional inspection reports or disclosures: \_\_\_\_\_

**II. SELLER'S INFORMATION**

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

**THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.**

Seller ☐ is ☒ is not occupying the Home.

**A. The subject property has the items checked below: \***

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Range                     | <input type="checkbox"/> Wall/Window Air Conditioning                   | <input type="checkbox"/> Pool:   |
| <input checked="" type="checkbox"/> Oven                      | <input type="checkbox"/> Sprinklers                                     | <input type="checkbox"/> Child Resistant Barrier   |
| <input checked="" type="checkbox"/> Microwave                 | <input type="checkbox"/> Public Sewer System                            | <input type="checkbox"/> Pool/Spa Heater:  |
| <input type="checkbox"/> Dishwasher                           | <input type="checkbox"/> Septic Tank                                    | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric            |
| <input type="checkbox"/> Trash Compactor                      | <input type="checkbox"/> Sump Pump                                      | <input checked="" type="checkbox"/> Water Heater:  |
| <input checked="" type="checkbox"/> Garbage Disposal          | <input type="checkbox"/> Water Softener                                 | <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input type="checkbox"/> Washer/Dryer Hookups                 | <input type="checkbox"/> Patio/Decking                                  | <input checked="" type="checkbox"/> Water Supply:  |
| <input checked="" type="checkbox"/> Rain Gutters              | <input type="checkbox"/> Built-in Barbecue                              | <input checked="" type="checkbox"/> City <input type="checkbox"/> Well                                   |
| <input type="checkbox"/> Burglar Alarms                       | <input type="checkbox"/> Gazebo   | <input type="checkbox"/> Private Utility or  |
| <input checked="" type="checkbox"/> Carbon Monoxide Device(s) | <input type="checkbox"/> Security Gate(s)                               | Other _____  |
| <input checked="" type="checkbox"/> Smoke Detector(s)         | <input type="checkbox"/> Garage:  | <input checked="" type="checkbox"/> Gas Supply:  |
| <input type="checkbox"/> Fire Alarm                           | <input type="checkbox"/> Attached <input type="checkbox"/> Not Attached | <input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank)                      |
| <input type="checkbox"/> TV Antenna                           | <input type="checkbox"/> Carport  | <input type="checkbox"/> Window Screens  |
| <input type="checkbox"/> Satellite Dish                       | <input type="checkbox"/> Automatic Garage Door Opener(s)                | <input checked="" type="checkbox"/> Window Security Bars   |
| <input type="checkbox"/> Intercom                             | <input type="checkbox"/> Number Remote Controls _____                   | <input checked="" type="checkbox"/> Quick Release Mechanism on   |
| <input type="checkbox"/> Central Heating                      | <input type="checkbox"/> Sauna  | Bedroom Windows  |
| <input type="checkbox"/> Central Air Conditioning             | <input type="checkbox"/> Hot Tub/Spa:                                   | <input type="checkbox"/> Water-Conserving Plumbing Fixtures  |
| <input type="checkbox"/> Evaporator Cooler(s)                 | <input type="checkbox"/> Locking Safety Cover                           |  |
- Exhaust Fan(s) in Kitchen over Range 220 Volt Wiring in \_\_\_\_\_ Fireplace(s) in \_\_\_\_\_  
☐ Gas Starter ☐ Roof(s): Type: \_\_\_\_\_ Age: \_\_\_\_\_ (approx.)  
☐ Other: \_\_\_\_\_

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes ☒ No. If yes, then describe. (Attach additional sheets if necessary): \_\_\_\_\_

(\*see note on page 2)

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( CS ) ( JCH )

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**TDS REVISED 4/14 (PAGE 1 OF 3)**

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3)**

Renovation Design Realty Inc., 5172 3rd St. San Francisco CA 94124  
Sammy Hastings

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Phone: 415-871-6671

Fax: 415-738-5457

1498 Underwood



Property Address: **1498 Underwood Ave, #M, San Francisco, CA 94124-3212**Date: **January 9, 2018**

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☒ Yes ☐ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☒ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s)  
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components

(Describe: \_\_\_\_\_)

If any of the above is checked, explain. (Attach additional sheets if necessary.):

**TENANTS IN MIDDLE UNIT STATED THE DAMAGE IN THE LIVING AREA CEILING IS DUE TO WATER DAMAGE FROM ABOVE UNIT "T"**

\*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with section 1101.4 of the Civil Code.

C. Are you (Seller) aware of any the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property . . . . . ☐ Yes ☒ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property . . . . . ☒ Yes ☐ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property . . . . . ☐ Yes ☒ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. . . . . ☐ Yes ☒ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes . . . . . ☐ Yes ☒ No
6. Fill (compacted or otherwise) on the property or any portion thereof . . . . . ☐ Yes ☒ No
7. Any settling from any cause, or slippage, sliding, or other soil problems . . . . . ☐ Yes ☒ No
8. Flooding, drainage or grading problems . . . . . ☐ Yes ☒ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides . . . . . ☐ Yes ☒ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements . . . . . ☐ Yes ☒ No
11. Neighborhood noise problems or other nuisances . . . . . ☐ Yes ☒ No
12. CC&R's or other deed restrictions or obligations . . . . . ☐ Yes ☒ No
13. Homeowners' Association which has any authority over the subject property . . . . . ☐ Yes ☒ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) . . . . . ☐ Yes ☒ No
15. Any notices of abatement or citations against the property . . . . . ☐ Yes ☒ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) . . . . . ☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.):

**SHARED FENCE BETWEEN HOUSE NEXT DOOR ON THE RIGHT SIDE, IF YOU'RE FACING SUBJECT PROPERTY.**

- D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
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Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( CS ) ( JA )

TDS REVISED 4/14 (PAGE 2 OF 3)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

**REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)**Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

1498 Underwood





Property Address: 1498 Underwood Ave, #M, San Francisco, CA 94124-3212Date: January 9, 2018

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller Cheryl Grant, Co-Trustee for the Date 1/10/2018Seller Jasmine Hall, Co-Trustee for the Altha J. Grant 2009 Trust Date 1/11/2018**III. AGENT'S INSPECTION DISCLOSURE**

(To be completed only if the Seller is represented by an agent in this transaction.)

**THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:**

- ☒ See attached Agent Visual Inspection Disclosure (AVID Form)
- ☐ Agent notes no items for disclosure.
- ☐ Agent notes the following items: \_\_\_\_\_

Agent (Broker Representing Seller) Revonation Design Realty  
(Please Print)By Heather Bennett Date 1/9/18  
(Associate Licensee or Broker Signature)  
Heather Bennett**IV. AGENT'S INSPECTION DISCLOSURE**

(To be completed only if the agent who has obtained the offer is other than the agent above.)

**THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:**

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- ☐ Agent notes no items for disclosure.
- ☐ Agent notes the following items: \_\_\_\_\_

Agent (Broker Obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)**V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.****I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.**Seller Cheryl Grant, Co-Trustee for the Date 1/10/2018 Buyer \_\_\_\_\_Seller Jasmine Hall, Co-Trustee for the Altha J. Grant 2009 Trust Date 1/11/2018 Buyer \_\_\_\_\_Agent (Broker Representing Seller) Revonation Design Realty  
(Please Print)By Heather Bennett Date 1/9/18  
(Associate Licensee or Broker Signature)  
Heather BennettAgent (Broker Obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)**SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.****A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.**

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1498 Underwood



Renovation Design Realty  
**As-Is Addendum**

This As-Is Addendum is between Seller and Buyer for the property located at:

1498 Underwood Avenue, San Francisco, CA  
94124

**Subject Property:** \_\_\_\_\_

1. It is agreed that Buyer is purchasing the above-mentioned property in its present As-Is Condition.
2. Seller still has a responsibility to compliance with all statutory obligations, local, state and federal laws in selling said property.
3. Buyer is strongly advised to conduct property and termite inspections of said property, verify square footage, check all local permits and building codes, school systems and any-and-all factors regarding desirability of said property and not rely on Seller or Listing Agent.
4. Buyers acknowledge that this is not a new property. The life of systems and appliances may be at the end of their useful life.
5. Buyer acknowledges that not all components and improvements may be up to local building code.
6. Square footage is not verified by Seller or Listing Agent. Buyer will independently verify this information, along with property lot lines.
7. Buyer is strongly advised to conduct any inspections for any neighborhood noise conditions or odor at said property.
8. Seller will not agree to any credits or reductions in purchase price revealed in Buyer's investigations.
9. In removing inspection conditions in this Addendum, it is presumed Buyer is fully satisfied with these conditions.

The undersigned has read, approved, and received a copy of this As-Is Addendum.

Seller: DocuSigned by: Cheryl Grant, Co-Trustee for the Date: 1/10/2018

Seller: DocuSigned by: Jasmine Hall, Co-Trustee for the Altha J. Grant 2009 Trust Date: 1/10/2018  
B8EC95F59E9F464...

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_



## JCP-LGS Residential Property Disclosure Reports

## Disclosure Report Summary Pages For SAN FRANCISCO County

**Property Address:** 1498 UNDERWOOD AVE  
SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94124  
("Property")

**APN:** 4809-015A  
**Report Date:** 12/08/2017  
**Report Number:** 2208697

### Statutory Natural Hazard Disclosure ("NHD") Statement and Acknowledgment of Receipt

**DISCLAIMER:** This NHD Summary (a) is not valid unless delivered with the complete JCP-LGS Disclosure Report which transferee must read and acknowledge before close of escrow, and (b) is subject to the Terms and Conditions contained in that complete Disclosure Report.

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the Property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

The following are representations made by the transferor and his or her agent(s) based on their knowledge and maps drawn by the State. This information is a disclosure and is not intended to be part of any contract between the transferee and the transferor. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

**A SPECIAL FLOOD HAZARD AREA** (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency

Yes \_\_\_\_\_ No ☒ Do not know and information not available from local jurisdiction \_\_\_\_\_

**AN AREA OF POTENTIAL FLOODING** shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.

Yes \_\_\_\_\_ No ☒ Do not know and information not available from local jurisdiction \_\_\_\_\_

**A VERY HIGH FIRE HAZARD SEVERITY ZONE** pursuant to Section 51178 or 51179 of the Government Code. The owner of this Property is subject to the maintenance requirements of Section 51182 of the Government Code.

Yes \_\_\_\_\_ No ☒

**A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS** pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.

Yes \_\_\_\_\_ No ☒

**AN EARTHQUAKE FAULT ZONE** pursuant to Section 2622 of the Public Resources Code.

Yes \_\_\_\_\_ No ☒

**A SEISMIC HAZARD ZONE** pursuant to Section 2696 of the Public Resources Code.

Yes (Landslide Zone) \_\_\_\_\_ Yes (Liquefaction Zone) \_\_\_\_\_

No ☒ Map not yet released by state \_\_\_\_\_

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

*Cheryl Grant, Co-Trustee for the* 1/10/2018 *Jasmine Hall, Co-Trustee for the* 1/10/2018  
Signature of Transferor(s) Date Signature of Transferor(s) Date  
*Heather Bennett* 1/10/2018  
Signature of Agent Date Signature of Agent Date

☐ Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

☒ Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS DIVISION.  
Date 08 December 2017

Transferee represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations in this Natural Hazard Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.

Signature of Transferee(s) \_\_\_\_\_ Date \_\_\_\_\_ Signature of Transferee(s) \_\_\_\_\_ Date \_\_\_\_\_

#### TRANSFEE(S) REPRESENTS ABOVE HE/SHE HAS RECEIVED, READ AND UNDERSTANDS THE COMPLETE JCP-LGS DISCLOSURE REPORT DELIVERED WITH THIS SUMMARY:

- Additional Property-specific Statutory Disclosures: Former Military Ordnance Site, Commercial/Industrial Use Zone, Airport Influence Area, Airport Noise, San Francisco Bay Conservation and Development District Jurisdiction (in S.F. Bay counties only), California Energy Commission Duct Sealing Requirement, Notice of Statewide Right to Farm, Notice of Mining Operations, Sex Offender Database (Megan's Law), Gas and Hazardous Liquid Transmission Pipeline Database.
- Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami.
- General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only), Wood-burning fireplaces.
- Additional Reports - Enclosed if ordered: (1) PROPERTY TAX REPORT (includes state-required Notices of Mello-Roos and 1915 Bond Act Assessments, and Notice of Supplemental Property Tax Bill, (2) ENVIRONMENTAL SCREENING REPORT (discloses Transmission Pipelines, Contaminated Sites, and Oil & Gas Wells). Enclosed if applicable: Local Addenda.
- Government Guides in Combined Booklet with Report. Refer to Booklet: (1) ENVIRONMENTAL HAZARDS: "A Guide for Homeowners, Buyers, Landlords and Tenants"; (2) EARTHQUAKE SAFETY: "The Homeowners Guide To Earthquake Safety" and included "RESIDENTIAL EARTHQUAKE HAZARDS REPORT FORM"; (3) LEAD-BASED PAINT: "Protect Your Family From Lead In Your Home"; (4) BRIEF GUIDE TO MOLD, MOISTURE AND YOUR HOME; (5) WHAT IS YOUR HOME ENERGY RATING? Government Guides are also available on the Company's "Electronic Bookshelf" at <http://www.disclosures.com/>.





SAN FRANCISCO

ASSOCIATION OF REALTORS® (Includes Questions for Condominiums/Cooperatives/Other HOAs/TICs and Income Properties)

## SAN FRANCISCO SELLER DISCLOSURE

SAN FRANCISCO ASSOCIATION OF REALTORS® STANDARD FORM

This form is intended for use in San Francisco

Property Address: 1498 Underwood Ave, San Francisco, CA 94124-3212Seller's Name(s): Altha J Grant 2009 Trust, Altha J Grant 2009 Trust

Sellers are obligated under California law to disclose all material facts affecting the value or desirability of the Property that are actually known to Sellers. Buyers should request clarification of Seller's answers below, particularly any answered "Don't Know". Disclosures are not substitutes for professional inspections to determine the condition of the Property being offered for sale. It is strongly recommended that Buyers have the Property inspected by qualified professional inspectors. Buyers are advised to provide the inspectors with a copy of all Property disclosures prior to the inspections and to accompany the inspectors during the inspection(s).

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject Property. Seller hereby authorizes Brokers/Agents representing principals in this transaction to provide a copy of this statement to any person or entity in connection with the anticipated sale of the Property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY SELLER, NOT THE BROKERS/AGENTS, IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN BUYER AND SELLER:

## A. General Disclosures

Yes	No	Don't Know
-----	----	------------

- |  |                                     |                                     |                          |
|--|-------------------------------------|-------------------------------------|--------------------------|
| 1. Is the sale of the Property subject to court confirmation (e.g., a probate sale)?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Are you involved in bankruptcy proceedings?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Are there any loans secured by the Property which have not yet been recorded?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Are there any loans secured by the Property for which a notice of default has been recorded?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there any liens, other than for property taxes or loans, recorded against the Property?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Are there any current or potential unrecorded easements or liens?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Are there any other matters which could affect delivery of clear title to the Property?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Does the property tax bill include loan repayments for repairs to the Property, such as earthquake retrofit?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Is the Property or any part of it currently rented?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| 10. Does anyone have a right of first refusal or an option to buy or lease the Property?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Has there been a release of an illegal controlled substance on or beneath the Property?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 12. Has the Property been identified by a government health official as being contaminated by methamphetamine?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If so, please attach a copy of the notice or order.  |                                     |                                     |                          |
| 13. Are there any disputes, claims or litigation (past, present or anticipated) regarding the Property?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If so, please identify the parties to the dispute(s) and any court and case number(s) below.   |                                     |                                     |                          |
| 14. Has the Property been the subject of an insurance claim, in the past 5 years for such things as fire, water intrusion, mold damage, or any other reason? | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 15. Does the smoking by any occupant or neighbor impact the Property?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above questions is yes, please explain in detail. (Attach additional sheets if necessary.)

9. THIS PROPERTY HAS BEEN OWNED AND OCCUPIED AS A 3-UNIT RESIDENCE (T, B, M) SINCE THE EARLY 70'S. ALL UNITS ARE CURRENTLY OCCUPIED AS DISCLOSED.

## B. Neighborhood Conditions

Yes	No	Don't Know
-----	----	------------

- |  |                          |                                     |                                     |
|--|--------------------------|-------------------------------------|-------------------------------------|
| 1. Have there been any of the following in the neighborhood:   |                          |                                     |                                     |
| (a) Flooding, drainage or grading problems?  | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (b) Settling, slippage, sink holes, landslides or other soil problems?   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (c) Unusual odor problems?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (d) Contaminated soil or ground water?   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. Is the Property zoned for, or affected by, any of the following:  |                          |                                     |                                     |
| (a) Manufacturing, commercial, industrial, or airport uses?  | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (b) Pending real estate developments (e.g., planned unit developments, subdivisions, or property intended for commercial, industrial, sports, educational or religious use)? | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (c) A Special Use District which restricts or impacts the expansion, construction or redevelopment of the Property?  | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (d) Sewage treatment plants, gravel pits, refuse processing, dump or disposal sites?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. Are there any current or recurring nuisances such as excessive noise, traffic congestion or construction?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. Has there been any criminal activity in the neighborhood?   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 5. Are there any current or recent neighborhood animal problems?   | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |





Property Address: 1498 Underwood Ave, San Francisco, CA 94124-3212

- |   | Yes                      | No                       | Don't Know                          |
|---|--------------------------|--------------------------|-------------------------------------|
| 6. Are there any existing or anticipated plans or proposals to close, construct or otherwise alter public utilities, roadways, or other public or private facilities? ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
- If the answer to any of the above questions is yes, please explain in detail. (Attach additional sheets if necessary.)

N/A**C. Property Conditions, Past and Present**

- |  | Yes                                 | No                                  | Don't Know                          |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Have you made any additions or alterations or repairs to the Property during your ownership? .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| If yes, please identify the work below (include repainting in the last 12 months) and provide approximate dates. <u>Not within this time frame</u>   |                                     |                                     |                                     |
| 2. Have you, or any professionals on your behalf, filed any permit applications for work to the Property? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| If yes, (a) in each case, was the permit(s) issued? .....  |                                     |                                     |                                     |
| (b) for permitted work, did an inspector approve the work in writing after completion? .....   |                                     |                                     |                                     |
| 3. Was any work done to the Property, prior to your ownership, without permits? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. Are there any "non-conforming", "unwarranted" or "illegal" units, additions or living spaces in the building(s)? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. Are there any ongoing maintenance issues or items in the building(s)? .....   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 6. Are the buildings constructed of unreinforced masonry or on San Francisco's UMB list? .....   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7. Have the building(s) been designated as "Soft-Story" by the San Francisco Dept. of Building Inspection? .....   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 8. Are there gutters or downspouts with holes, excessive rust or leakage? .....  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 9. Are there any past, present or seasonal leaks or water intrusion from or through the skylights, windows, roof, siding, basement, foundation, or otherwise? (Please itemize even if leaks have stopped.) ..... | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 10. Are there any sump pumps, underground drains, French drains (i.e., perforated piping), dry wells or surface water disposal systems in the crawl space/subarea or elsewhere? .....                            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 11. Are there any past or present sewer or sewage problems (e.g., stoppage, leakage, backup, etc.)? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 12. Are there any water supply problems (e.g., odor, discoloration, sediment, or lack of pressure)? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 13. Will any plumbing fixtures on the Property <u>not</u> meet California water conservation standards at Close of Escrow? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 14. Is there a low-pressure, water-heating or steam-generating boiler in operation? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 15. Is there any damage relating to trees or plants on the Property (e.g., disease, weakened root structure)? .....  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 16. Are there any problems with retaining walls (such as leaning, bulging or cracking)? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 17. Are there any problems with existing underground sprinkler systems? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 18. Are there any problems with automatic garage door(s) or automatic reversing device(s)? .....   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 19. Are there any concealed hardwood floors? If yes, please describe the location(s) and condition below .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 20. Is there any non-tempered glass on shower or sliding doors? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 21. Were there any deaths on the Property in the last 3 years? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 22. Has there been any criminal activity on the Property? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 23. Were any animals kept on the Property in the past year? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 24. Are there any stains, damage or odor caused by animals? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 25. Are there any noise or vibration issues affecting the Property, such as elevators, garage doors or neighbors? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

If the answer to any of the above questions is yes, please explain. (Attach additional sheets if necessary.)PEST CONTROL ABATEMENT IS SCHEDULED EVERY 2-MONTHS AS SCHEDULED W/ALL TENANTS/UNITS FOR SAME DATE AND TIME.**D. Inspections, Reports, Notices and Plans**

It is strongly recommended that the Seller provide the Buyer with copies of all inspection reports and repair estimates.

1. Are you aware of any inspections conducted, or reports or repair estimates prepared for you, the Association (if any), any previous owner, or any prospective Buyer regarding any of the following subjects? (Check all that apply.) No
- |  |  |   |   |
|--|--|---|---|
| <input type="checkbox"/> Pest Control      | <input type="checkbox"/> Property Inspection | <input type="checkbox"/> Structural/Engineering | <input type="checkbox"/> Roof                     |
| <input type="checkbox"/> Pool/Spa          | <input type="checkbox"/> Boiler Inspection   | <input type="checkbox"/> Septic Tank            | <input type="checkbox"/> Plumbing                 |
| <input type="checkbox"/> Heating           | <input type="checkbox"/> Air Conditioning    | <input type="checkbox"/> Soils/Drainage         | <input type="checkbox"/> Survey                   |
| <input type="checkbox"/> Energy Efficiency | <input type="checkbox"/> Natural Hazards     | <input type="checkbox"/> Environmental Hazards  | <input type="checkbox"/> Underground Storage Tank |
2. Are you aware of any "Soft-Story" earthquake retrofit documents including any of the following? (Check all that apply.) No
- |                                  |   |   |                                      |
|----------------------------------|---|---|--------------------------------------|
| <input type="checkbox"/> Notices | <input type="checkbox"/> Reports/Studies      | <input type="checkbox"/> Bids/Estimates | <input type="checkbox"/> Plans       |
| <input type="checkbox"/> Permits | <input type="checkbox"/> Notice of Completion | <input type="checkbox"/> Other _____    | <input type="checkbox"/> Other _____ |
- Please describe below all items checked in 1 and 2 above and indicate whether copies of the reports are available.

Type of Report	Inspector/Preparer	Date	Available	
			Yes	No
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

3. Are you aware of any architectural plans or drawings relating to the Property? If yes, please identify: \_\_\_\_\_
- ☐ ☐ ☒



Property Address: 1498 Underwood Ave, San Francisco, CA 94124-3212

4. Are you aware of any inspections, reports or plans that pertain to any neighborhood property or condition which may affect the subject Property? If yes, please explain: \_\_\_\_\_ Yes No  
[ ] [ ] ☒

**E. Condominiums/Cooperatives/Other HOAs/TICs**

If this Property is part of a condominium, cooperative, co-ownership or neighborhood association, please answer the following:

1. Type: [ ] Condominium [ ] Cooperative [ ] Tenancy-in-Common (TIC) [ ] Other (please specify) N/A  
2. Name of Association: N/A  
3. Who manages the Association? [ ] Owners [ ] N/A (management company).  
Name and phone number of management contact: N/A

- FOR CONDOMINIUMS** N/A
- |  | Yes | No  | Don't Know |
|--|-----|-----|------------|
| 4. Are there Bylaws in addition to the Covenants, Conditions and Restrictions (CC&Rs)?                         | [ ] | [ ] | [ ]        |
| 5. Is the HOA incorporated (i.e. are there Articles of Incorporation)?   | [ ] | [ ] | [ ]        |
| 6. Is the sale of the unit and/or the maximum price allowed controlled by low or moderate Buyer income limits? | [ ] | [ ] | [ ]        |
| 7. Is a license required (e.g., business license for live/work unit)?  | [ ] | [ ] | [ ]        |
| 8. Is this the first sale of this particular unit after a condominium conversion of an existing building?      | [ ] | [ ] | [ ]        |
- If yes, the subdivider must comply with Civil Code §1134.

**FOR TENANCIES-IN-COMMON** N/A

9. How many separate ownership interests have been, or are being, created? \_\_\_\_\_  
10. How many of those ownership interests are currently on the market? \_\_\_\_\_  
11. What percentage ownership interest is being offered with this sale? \_\_\_\_\_  
12. Is there an existing TIC agreement? [ ] [ ] [ ]  
If yes, have any amendments been made to it? [ ] [ ] [ ]  
13. If no TIC agreement currently exists, is one in the course of being prepared? [ ] [ ] [ ]  
If yes, who is preparing the agreement? \_\_\_\_\_  
14. For a TIC with five or more dwelling units, has a Public Report been issued? [ ] [ ] [ ]  
If yes, please supply the date the report was issued \_\_\_\_\_  
15. Is there an existing loan on the Property to which a qualified Buyer may be added or substituted? [ ] [ ] [ ]  
If yes, please supply the amount and terms of the loan for this ownership interest below. \_\_\_\_\_  
16. Are there any fractional interest loans secured by the Property? [ ] [ ] [ ]  
If yes, please supply the names of lenders who have made loans and/or approved the TIC Agreement below. \_\_\_\_\_

**FOR ALL**

17. Are there any insurance policies on the building? ☒ [ ] [ ]  
(a) Name of the carrier(s): CISA  
(b) Name and phone number of the agent or broker: 888.980.5450  
(c) Is earthquake coverage included? [ ] ☒ [ ]  
18. Does the sale require approval by any governing board or group? [ ] ☒ [ ]  
19. Are there house rules in addition to the CC&Rs, Cooperative Bylaws/Proprietary Lease, or TIC agreement? [ ] ☒ [ ]  
20. Is a budget available for this fiscal year? [ ] [ ] [ ]  
21. Are there any financial and/or bank statements available for the last fiscal year and current year to date? [ ] [ ] [ ]  
22. Are there any minutes available for any meetings held within the last 12 months? [ ] [ ] [ ]  
23. Are there any established websites, Facebook pages or similar online sources for the HOA, Cooperative or TIC? [ ] ☒ [ ]  
If yes, please identify each URL or other location reference: \_\_\_\_\_  
24. Are regular assessments or dues levied against the Property? [ ] ☒ [ ]  
If yes, please list amounts and frequency: \_\_\_\_\_  
25. Are there any approved or anticipated increases in regular assessments or dues? [ ] ☒ [ ]  
26. Are there any approved or anticipated special assessments? [ ] ☒ [ ]  
27. Are you in violation, or are you aware of others in violation, of the legal documents or house rules? [ ] ☒ [ ]  
28. Are there any pet limitations affecting the Property? ☒ [ ] [ ]  
29. Are there any other restrictions, limitations or rules affecting the use of this Property? [ ] ☒ [ ]  
30. Are there any parking spaces designated for the unit? If yes, please give locations below. [ ] ☒ [ ]  
31. Are there any limitations on the parking (e.g., tandem, rotational, low clearance, small car only)? [ ] ☒ [ ]  
32. Are there any storage spaces designated for the unit? If yes, please give locations below. [ ] ☒ [ ]  
33. Are there any other areas (e.g. decks, patios) designated exclusively for the unit? If yes, please describe below. [ ] ☒ [ ]

If the answer to any of the above questions requires a description or further explanation, please provide details and attach all related documents, if not already provided to Buyer. (Attach additional sheets if necessary.)

NO PETS ARE ALLOWED FOR ANY TENANT/PR UNITS.



Property Address: 1498 Underwood Ave, San Francisco, CA 94124-3212**F. Multi-Unit/Tenant-Occupied/Rental Property (also applies to TICs and houses with secondary units)**

Yes	No	Don't Know
-----	----	------------

- |   |     |     |     |
|---|-----|-----|-----|
| 1. Is this Property currently exempt from San Francisco rent control for any reason? .....  | [ ] | [X] | [ ] |
| 2. Are there any current code violations for which citations have been issued? .....  | [ ] | [X] | [ ] |
| 3. Are there any non-conforming or conditional uses of the Property? .....  | [ ] | [X] | [ ] |
| 4. Are there any units which will be delivered vacant at Close of Escrow? .....   | [ ] | [X] | [ ] |
| 5. Are there any tenants in the Property not covered by a written lease or rental agreement for their units? .....  | [ ] | [ ] | [X] |
| 6. Are there any occupants residing in the building not named on an original lease? .....   | [ ] | [ ] | [X] |
| If yes, have they been served with a §6.14 or equivalent notice? .....  | [ ] | [ ] | [ ] |
| 7. Are you aware of any unapproved subtenants or any occupants whose identity you do not know? .....  | [ ] | [X] | [ ] |
| 8. Are there any pass-through amounts included in tenant rents as a result of capital improvements? .....   | [ ] | [X] | [ ] |
| 9. Are there any active or past disputes, anticipated claims or litigation matters by owner or any tenants? .....   | [ ] | [X] | [ ] |
| 10. Have any agreements been made with tenants to waive any provision of their tenancy? .....   | [ ] | [X] | [ ] |
| 11. Are there any tenants who are protected from eviction under local law? .....  | [ ] | [X] | [ ] |
| 12. Are you aware of any attempts to buyout any existing tenants? .....   | [ ] | [X] | [ ] |
| 13. Are you aware of any agreements with any current or former tenants to voluntarily vacate a unit? .....  | [ ] | [X] | [ ] |
| If yes to question 12 or 13 above, please itemize below and it is recommended that Seller provide Buyer with the<br><i>Tenant Buyout Legislation Advisory and Seller's Supplemental Disclosure.</i> |     |     |     |
| 14. Have any petitions been filed by a tenant regarding their tenancy in the Property? .....  | [ ] | [X] | [ ] |
| 15. Have any communications been received from a tenant about the condition of their unit? .....  | [ ] | [X] | [ ] |
| 16. Has any tenant requested an accommodation pursuant to the Americans with Disabilities Act? .....  | [ ] | [X] | [ ] |
| 17. Are you aware of any unlawful rent increases given to any tenant? .....   | [ ] | [X] | [ ] |
| 18. Has all interest on security deposits been paid current through last tenancy anniversary dates? .....   | [ ] | [X] | [ ] |
| 19. For tenants with written leases, are you aware of any modifications to leases which are not in writing? .....   | [ ] | [X] | [ ] |
| (e.g., regarding parking, storage spaces, roommates or pets)  |     |     |     |
| 20. For any current tenants who do not have written leases, please state below all terms of their tenancies.  |     |     |     |

If the answer to any of the above questions is yes, please explain, attaching documentation where appropriate.

18. <sup>KNOWN</sup> THERE ARE NO SECURITY DEPOSITS PAID BY ANY TENANT(S)/UNITS FOR THIS PROPERTY.

**G. Eviction History (please answer for all property types)**

Yes	No	Don't Know
-----	----	------------

- |  |     |     |     |
|--|-----|-----|-----|
| 1. Has the Property been the subject of an Ellis Act proceeding at any time in the past? .....   | [ ] | [X] | [ ] |
| 2. Has any unit been the subject of an owner or relative move-in eviction since December 18, 1998, or an eviction for demolition or capital improvements or rehabilitation work since May 1, 2005? ..... | [ ] | [X] | [ ] |

If the answer to either of the above questions is yes, please explain, with dates and documentation where appropriate.

**H. Other Material Facts or Defects Not Described Above (Attach additional sheets if necessary.)**

No. NO KNOWN MATERIAL FACTS OR DEFECTS.

As the Seller of the Property described herein, I have answered the foregoing questions in an effort to fully disclose all material facts relating to the Property and hereby certify that the information provided is true and correct to the best of my knowledge.

Seller Cheryl Grant, Co-Trustee for the Alma J. Grant 2009 Trust Jasmine Hall, Co-Trustee for the Alma J. Grant 2009 Trust Date 10/18/2009

As the Buyer, I hereby certify that I have read and understood all pages of this San Francisco Seller Disclosure and any additional sheets attached to it.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

BROKERS/AGENTS CAN ADVISE ON REAL ESTATE TRANSACTIONS ONLY. FOR LEGAL OR TAX ADVICE, CONSULT A QUALIFIED ATTORNEY OR CPA.



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**STATEWIDE BUYER AND SELLER ADVISORY**  
(This Form Does Not Replace Local Condition Disclosures.  
Additional Addenda May Be Attached to This Advisory)  
(C.A.R. Form SBSA, Revised 1/16)

Property Address **1498 Underwood Ave**  
**San Francisco, CA 94124-3212**

Date \_\_\_\_\_

**BUYER RIGHTS AND DUTIES:**

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
- You should conduct thorough investigations of the Property both personally and with appropriate professionals.
- If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
- You should retain your own professional even if Seller or Broker has provided you with existing reports.
- You should read all written reports given to you and discuss those reports with the persons who prepared them.
- You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to make any such repairs, corrections or other requested actions.
- If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk.
- The terms of the purchase agreement and any counter offers and addenda establish your rights and responsibilities.

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

**SELLER RIGHTS AND DUTIES:**

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.
- The terms of the Agreement establish your rights and responsibilities.

**BROKER RIGHTS AND DUTIES:**

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

**1. INSPECTIONS:** Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not have expertise in these areas. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities.

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Renovation Design Realty Inc., 5172 3rd St. San Francisco CA 94124  
Sammy Hastings

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1498 Underwood



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**2. SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS:** Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others. Brokers do not have expertise in this area. Standard title insurance does not insure the boundaries of the Property. If Buyer wants information about the exact square footage, lot size or location of Property corners or boundaries, Broker recommends that Buyer hire an appraiser or licensed surveyor to investigate these matters or to prepare a survey of the property during Buyer's inspection contingency period.

**3. SOIL AND GEOLOGIC CONDITIONS:** Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion erosion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves or wells. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections.

**4. GEOLOGIC HAZARDS:** Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Brokers do not have expertise in this area. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s).

**5. ENVIRONMENTAL HAZARDS:** Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Brokers do not have expertise in this area. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home."

**6. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information. Buyer and Seller are advised to consult an appropriate professional.

**7. FORMALDEHYDE:** Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde



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in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants."

**8. MOLD:** Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities.

**9. WATER INTRUSION:** Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.

**10. SEPTIC SYSTEMS:** Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. Brokers do not have expertise in this area. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level.

**11. WELL AND WATER SYSTEM(S):** Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed,





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qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**12. WOOD DESTROYING PESTS:** Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. Brokers do not have expertise in this area. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period.

**13. EASEMENTS, ACCESS AND ENCROACHMENTS:** Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised and Broker(s) recommend that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**14. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** Buyer and Seller are advised that California Public Resources Code Sections 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Brokers do not have expertise in this area. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones.

**15. FIRE HAZARDS:** Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code Section 4136 and California Government Code Sections 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Brokers do not have expertise in this area. Buyer is advised that there is a potential for fires even outside designated zones.

**16. FLOOD HAZARDS:** Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code Section 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Brokers do not have expertise in this area. Buyer is advised that there is a potential for flooding even outside designated zones.

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



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**18. BUILDING PERMITS, ZONING AND CODE COMPLIANCE:** Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use of the Property, its development and size. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**19. VIEWS:** Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**20. FUTURE REPAIRS, REPLACEMENTS AND REMODELS:** Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. In particular, changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC). Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website <http://www.energy.ca.gov/title24/changeout>. Home warranty policies may not cover such inspections or repairs. The phase out of the use of R-22 Freon will have an impact on repairs and replacement of existing air conditioning units and heat pumps. More information is available from the Environmental Protection Agency at <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>. New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at [http://www1.eere.energy.gov/buildings/appliance\\_standards/product.aspx/productid/27](http://www1.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27). If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

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

**22. SCHOOLS:** Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.

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**23. NEIGHBORHOOD NOISE SOURCES:** Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.

**24. PETS AND ANIMALS:** Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**25. SWIMMING POOL, SECURITY AND SAFETY:** Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. Brokers do not have expertise in this area. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements.

**26. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS:** Buyer and Seller are advised that state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters, and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, and tempered glass. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance.

**27. WATER SHORTAGES AND CONSERVATION:** Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.

**28. NEIGHBORHOOD, AREA, PERSONAL FACTORS, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS:** Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer. California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at <http://cahighspeedrail.ca.gov>. The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions.



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**29. UNDERGROUND PIPELINES AND UTILITIES:** Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**30. MARIJUANA AND METHAMPHETAMINE LABS:** Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California's medical marijuana law is in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" ([http://ag.ca.gov/cms\\_attachments/press/pdfs/n1601\\_medicalmarijuanaguidelines.pdf](http://ag.ca.gov/cms_attachments/press/pdfs/n1601_medicalmarijuanaguidelines.pdf)) and the U.S. Department of Justice memo regarding marijuana prosecutions at <http://www.justice.gov/opa/documents/medical-marijuana.pdf>. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.

**31. INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE:** Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or SSD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner Association Insurance. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurer as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.

**32. OWNER'S TITLE INSURANCE:** The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that escrows provide the following notice to borrowers:

"IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING."

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Additionally, even the CFPB on its "ask CFPB" "What is owner's title insurance?" page advises "You may want to buy an owner's title insurance policy, which can help protect your financial interest in the home." Moreover, not obtaining an owner's policy may increase the cost of the lender's policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.

Buyers who decide to opt out of obtaining an owner's title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code and by the CFPB.

**33. CALIFORNIA FAIR PLAN:** Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.

**34. HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS:** Buyer and Seller are advised that the Property may be: (i) designated as a historical landmark, (ii) protected by a historical conservancy, (iii) subject to an architectural or landscaping review process, (iv) within the jurisdiction of the California Coastal Commission or other government agency, or (v) subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions on Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.

**35. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS:** Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in Section 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. Brokers do not have expertise in this area.

**36. PACE LOANS AND LIENS:** The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on the property for the amount owed plus interest. The property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. purchase agreement, whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.

**37. SOLAR PANEL LEASES:** Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.

**38. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL:** Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code §4745.

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The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.

**39. LEGAL ACTION:** Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: (i) whether the legal action or any resolution of it affects Buyer and the Property, (ii) if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and (iii) if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters.

**40. COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES:** Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations Section 1228 for more information and exceptions. Private transfer fees: (i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.

**41. GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION:** Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at <http://www.cpsc.gov> during Buyer's inspection contingency period. Another source affiliated with the CPSC is [Saferproducts.gov](http://Saferproducts.gov) which allows a Buyer to search by product type or product name. Buyers may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyers satisfy themselves regarding recalled or defective products. Brokers do not have expertise in this area and Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit.

**42. RENTAL PROPERTY RESTRICTIONS:** Buyer and Seller are advised that some cities and counties impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property and the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**43. LAND LEASE:** Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.

**44. HOME WARRANTY:** Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.

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**45. 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 web sites, 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 the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that 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 expertise in this area.

**46. ESCROW FUNDS:** Buyer and Seller are advised that California Insurance Code Section 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.

**47. ONLINE OR WIRE FUNDS TRANSFERS:** Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers, verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed.

**48. NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL:** Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following "Notice of Your 'Supplemental' Property Tax Bill" to the Buyer:

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

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

Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.

**49. NON CONFIDENTIALITY OF OFFERS:** Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form CND). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller.

**50. FIRPTA/CALIFORNIA WITHHOLDING:** Buyer and Seller are advised that: (i) Internal Revenue Code Section 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the buyer acquires the property as Buyer's residence and the price paid does not exceed \$1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is \$300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code Section 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.

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**51. LIQUIDATED DAMAGES:** Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form RID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.

**52. MEDIATION:** Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA-CA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails.

**53. ARBITRATION:** Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.

**54. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

**55. DEATH ON THE PROPERTY:** California Civil Code Section 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when. Section 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing.

**56. ELECTRONIC SIGNATURES:** The ability to use electronic signatures to sign legal documents is a great convenience, facilitating the ability to send and receive documents and reach agreement in a real estate transaction. However, Buyers and Sellers are cautioned to carefully read each provision. Arrows indicating "sign here" are merely there for the convenience of finding the next signature line. Only sign if you consent to the terms provided in the document. Brokers strongly advise Buyers and Sellers to read the entire document before signing even if they have reviewed an earlier draft. Do not just scroll through or skip to the next signature line. You are signing a legally binding agreement. Read it carefully. Ask your Broker, Agent or legal advisor if you have questions or do not understand a provision, and sign only if you agree to be bound by the terms.





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**57. LOCAL ADDENDA (IF CHECKED):**

The following local disclosures or addenda are attached:

- A. ☐ \_\_\_\_\_
- B. ☐ \_\_\_\_\_
- C. ☐ \_\_\_\_\_
- D. ☐ \_\_\_\_\_

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

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

BUYER \_\_\_\_\_ Date \_\_\_\_\_

BUYER \_\_\_\_\_ Date \_\_\_\_\_

(Address) \_\_\_\_\_ DocuSigned by: \_\_\_\_\_

SELLER Cheryl Grant Co-Trustee for the Altha J Grant 2009 Trust Date 1/10/2018

SELLER Jasmine Hall, Co-Trustee for the Altha J. Grant 2009 Trust Altha J Grant 2009 Trust Date 1/10/2018

2252 Kenry Way, South San Francisco, CA 94080-5508

(Address) \_\_\_\_\_

Real Estate Broker (Selling Firm) \_\_\_\_\_ Cal BRE Lic. # \_\_\_\_\_

By \_\_\_\_\_ Cal BRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Real Estate Broker (Listing Firm) Recreation Design Realty Cal BRE Lic. # \_\_\_\_\_By Heather Bennett Sammy Hastings Cal BRE Lic.# 01328368 Date 1/10/2018Address 5172 3rd Street City San Francisco State CA Zip 94124-2302Telephone (510)613-3926 Fax \_\_\_\_\_ Email Heather@rdrsf.com

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**SBSA REVISED 1/16 (PAGE 12 OF 12)****STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 12 OF 12)**Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

1498 Underwood



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**WATER HEATER AND SMOKE DETECTOR  
STATEMENT OF COMPLIANCE  
(C.A.R. Form WHSD, Revised 11/10)**

Property Address: **1498 Underwood Ave, San Francisco, CA 94124-3212**

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

**WATER HEATER STATEMENT OF COMPLIANCE**

- 1. STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code §19211d). Although not specifically stated, the statute requiring a statement of compliance does not appear to apply to a properly installed and bolted tankless water heater for the following reasons: There is no tank that can overturn; Pre-engineered strapping kits for such devices are not readily available; and Bolting already exists that would help avoid displacement or breakage in the event of an earthquake.
- 2. LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.
- 3. TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development.
- 4. CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller/Landlord Cheryl Grant, Co-Trustee for the Altha J Grant 2009 Trust Date 1/10/2018  
 DocuSigned by: (Signature) (Print Name)  
 Seller/Landlord Jasmine Hall, Co-Trustee for the Altha J Grant 2009 Trust Date 1/10/2018  
 DocuSigned by: (Signature) (Print Name)

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature) (Print Name)  
 Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature) (Print Name)

**SMOKE DETECTOR STATEMENT OF COMPLIANCE**

- 1. STATE LAW:** California Law requires that (i) every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations (Health and Safety Code §13113.8) and (ii) all used manufactured or mobilehomes have an operable smoke detector in each sleeping room.
- 2. LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke detector requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector requirements for your property.
- 3. TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development (HCD).
- 4. EXCEPTIONS:** Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
- 5. CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke detector(s) (i) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations Health and Safety Code §13113.8 or (ii) in compliance with Manufactured Housing Construction and Safety Act (Health and Safety Code §18029.6) located in each sleeping room for use on manufactured or mobilehomes as required by HCD and (iii) in accordance with applicable local ordinance(s).

Seller/Landlord Cheryl Grant, Co-Trustee for the Altha J Grant 2009 Trust Date 1/10/2018  
 DocuSigned by: (Signature) (Print Name)  
 Seller/Landlord Jasmine Hall, Co-Trustee for the Altha J Grant 2009 Trust Date 1/10/2018  
 DocuSigned by: (Signature) (Print Name)

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement of Compliance.

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature) (Print Name)  
 Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature) (Print Name)

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WHSD REVISED 11/10 (PAGE 1 OF 1)

**WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (WHSD PAGE 1 OF 1)**





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM**  
**For Pre-1978 Housing Sales, Leases, or Rentals**  
(C.A.R. Form FLD, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the: ☒ California Residential Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, or ☐ Other:

dated 1498 Underwood Ave, San Francisco, CA 94124-3212, on property known as: 1498 Underwood Ave, San Francisco, CA 94124-3212 ("Property") in

which Altha J Grant 2009 Trust, Altha J Grant 2009 Trust is referred to as Buyer or Tenant and Altha J Grant 2009 Trust, Altha J Grant 2009 Trust is referred to as Seller or Landlord.

**LEAD WARNING STATEMENT (SALE OR PURCHASE)** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**LEAD WARNING STATEMENT (LEASE OR RENTAL)** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

**EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information.

**1. SELLER'S OR LANDLORD'S DISCLOSURE**

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

Signed by: Cheryl Grant, Co-Trustee for the 1/10/2018  
Seller or Landlord Altha J Grant 2009 Trust Date  
Jasmine Hall, Co-Trustee for the Altha J. Grant 2009 Trust 1/10/2018  
Seller or Landlord Altha J Grant 2009 Trust Date

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Buyer's/Tenant's Initials ( ) ( )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



FLD REVISED 11/10 (PAGE 1 OF 2)

**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 1 OF 2)**

Renovation Design Realty Inc., 5172 3rd St. San Francisco CA 94124  
Sammy Hastings

Phone: 415-871-6671 Fax: 415-738-5457  
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

1498 Underwood

Property Address: 1498 Underwood Ave, San Francisco, CA 94124-3212

Date \_\_\_\_\_

**2. LISTING AGENT'S ACKNOWLEDGMENT**

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

Revonation Design Realty

(Please Print) Agent (Broker representing Seller or Landlord)

DocuSigned by:

By Heather Bennett1/10/2018

Associate-Licensee or Broker Signature

Date

Heather Bennett**3. BUYER'S OR TENANT'S ACKNOWLEDGMENT**

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety*." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Buyer or Tenant\_\_\_\_\_  
Date\_\_\_\_\_  
Buyer or Tenant\_\_\_\_\_  
Date**4. COOPERATING AGENT'S ACKNOWLEDGMENT**

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Agent (Broker obtaining the Offer)

By \_\_\_\_\_

Associate-Licensee or Broker Signature

\_\_\_\_\_  
Date

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# EXPLANATION OF TERMS USED IN REPORT OF RESIDENTIAL RECORDS (3R REPORT)

**Residential Building:** A residential building is a building or a portion thereof containing one or more dwelling units but not including hotels containing 30 or more guest rooms, or motels.

**1A. Present Authorized Occupancy or Use:** Number of units presently found to be legal based on the building permits on file. If the Department is unable to establish the authorized occupancy of the building based on permits on file "**UNKNOWN**" will be indicated.

**1B. Condominiums:** Refers to the type of ownership of the building.

**1C. Residential Hotel Guest Rooms:** Certain hotels are regulated as to use and occupancy if they contain Residential Guest Rooms. Call **Housing Inspection Services** at 558-6220 for information.

**2. Zoning District:** The main uses of property permitted by the Planning Code in each zoning district are as follows:

P	(Public Use) district
RH-1(D)	(House, One-Family, Detached Dwellings) district
RH-1	(House, One-Family) district
RH-1(S)	(House, One-Family with Minor Second Unit) district
RH-2	(House, Two-Family) district
RH-3	(House, Three-Family) district
RM-1	(Mixed Residential, Low Density) district
RM-2	(Mixed Residential, Moderate Density) district
RM-3	(Mixed Residential, Medium Density) district
RM-4	(Mixed Residential, High Density) district
RC-1	(Residential-Commercial Combined, Low Density) district
RC-2	(Residential-Commercial Combined, Moderate Density) district
RC-3	(Residential-Commercial Combined, Medium Density) district
RC-4	(Residential-Commercial Combined, High Density) district
C-1	(Neighborhood Shopping) district
C-2	(Community Business) district
C-3-0	(Downtown Office) district
C-3-R	(Downtown Retail) district
C-3-G	(Downtown General Commercial) district
C-3-S	(Downtown Support) district
C-M	(Heavy-Commercial) district
M-1	(Light Industrial) district
M-2	(Heavy Industrial) district
NC-1	(Neighborhood Commercial Cluster) district
NC-2	(Small-Scale Neighborhood Commercial) district
NC-3	(Moderate-Scale Neighborhood Commercial) district
NC-5	(Neighborhood Commercial Shopping Center) district

## Chinatown Mixed Used Districts

CCB	(Chinatown Community Business) district
(CR/NC)	(Chinatown Residential/Neighborhood Commercial) district
CRV	(Chinatown Visitor Retail) district

## South of Market Mixed Use Districts

MUR	Mixed Use Residential district
RED	(Residential Enclave) district
SPD	(South Park) district
RSD	(Residential Service) district
SLR	(Service/Light Industrial/Residential) district
SLI	(Service/Light Industrial) district
SSO	(Service/Secondary Office) district

## Mission Bay Districts

MB-R-1	(Mission Bay Lower Density Residential) district
MB-R-2	(Mission Bay moderate Density Residential) district
MB-R-3	(Mission Bay High Density Residential) district
MB-NC-2	(Mission Bay Small Scale Neighborhood Commercial) district
MB-NC-3	(Mission Bay Moderate Scale Neighborhood Commercial) district
MB-NC-S	(Mission Bay Neighborhood Commercial Shopping Center) district
MB-O	(Mission Bay Office) district
MB-CI	(Mission Bay Commercial-Industrial) district
MB-H	(Mission Bay Hotel) district
MB-CF	(Mission Bay Community Facilities) district
MB-OS	(Mission Bay Open Space) district

All buildings are subject to certain standards concerning dwelling unit density, lot coverage, off street parking, building height and bulk, etc., which vary according to zoning district. Call the **Planning Department** at 558-6377 or go to their website at <http://www.sf-planning.org/> for additional information.

**3. Building Code Occupancy Classification:** Present classification of building in accordance with Building Code reference.

Class I	Institutional
Class B	Business
Class R-1	Residential – Transient Hotels & Motels
Class R-2	Residential – Apartments and Condominiums with 3 or more units, Residential Hotels
Class R-3	1 or 2 family dwellings, including housekeeping rooms

**4. Non-conforming Use:** When a use is located in a district preceding the one for which the use is first listed above, this may indicate illegal status or legal non-conforming status. Any date at which legal non-conforming status is scheduled to expire will be stated on the face of this report. You are advised to inquire in these cases and in any other questionable cases at the Zoning Division of the **Planning Department** at 558-6377.

**5. Building Construction Date:** The year the building was constructed.

**6. Original Occupancy or Use:** The number of residential unit(s) when the building was constructed.

**7. Permit Application:** This section shows all issued building permit applications for this property, the permit number, the date issued and the description of work. Status: It indicates the status of the permit application:

**C** – the work was completed;

**I** – permit has been issued;

**N** – no job card found;

**X** – the permit expired (work not started or not completed);.

**8A. Franchise Tax Board Referral:** The City will advise the State Franchise Tax Board to deny all deductions being claimed on income property by an owner, when that owner fails to comply in a timely manner with a notice(s) of violation issued by the Department of Building Inspection. For additional information please call **Housing Inspection Services** at 558-6220.

**8B. Abatement Proceedings:** The legal action taken to have a property brought into code compliance. This includes holding hearings, recording orders of abatement against the property, and City Attorney action.

The City may also perform the work and place a lien against the property. Call **Housing Inspection Services** at 558-6220 or Code Enforcement at 558-6454 for additional information.

**9. Number of residential structures on property:** The number of legal residential structures on one lot.

**10. Energy Conservation Ordinance:** Compliance with this ordinance is required before an owner sells a property. Questions should be directed to **Housing Inspection Services** at 558-6220.

## Additional Terms

<b>BBi</b>	Bureau of Building Inspection
<b>BFP</b>	Bureau of Fire Prevention
<b>DAHI</b>	Division of Apartment and Hotel Inspections
<b>DCP</b>	Department of City Planning
<b>EWO</b>	Emergency Work Only
<b>FACE</b>	Federal Assisted Code Enforcement
<b>PCD</b>	Property Conservation Division
<b>RAP</b>	Rapid Assistance Program
<b>SFFD</b>	San Francisco Fire Department
<b>UR</b>	Urban Renewal



**Report of Residential Building Record (3R)**  
(Housing Code Section 351(a))

**BEWARE:** This report describes the current legal use of this property as compiled from records of City Departments. There has been no physical examination of the property itself. This record contains no history of any plumbing or electrical permits. The report makes no representation that the property is in compliance with the law. Any occupancy or use of the property other than that listed as authorized in this report may be illegal and subject to removal or abatement, and should be reviewed with the Planning Department and the Department of Building Inspection. Errors or omissions in this report shall not bind or stop the City from enforcing any and all building and zoning codes against the seller, buyer and any subsequent owner. The preparation or delivery of this report shall not impose any liability on the City for any errors or omissions contained in said report, nor shall the City bear any liability not otherwise imposed by law.

Address of Building **1498 UNDERWOOD AV**

Block **4809**

Lot **015A**

**Other Addresses**

1. A. Present authorized Occupancy or use: **THREE FAMILY DWELLING**

B. Is this building classified as a residential condominium? Yes No ☒

C. Does this building contain any Residential Hotel Guest Rooms as defined in Chap. 41, S.F. Admin. Code? Yes No ☒

2. Zoning district in which located: **RH-1**

3. Building Code Occupancy Classification: **R-2**

4. Do Records of the Planning Department reveal an expiration date for any non-conforming use of this property? Yes No ☒  
If Yes, what date? **The zoning for this property may have changed. Call Planning Department, (415) 558-6377, for the current status.**

5. Building Construction Date (Completed Date): **UNKNOWN**

6. Original Occupancy or Use: **UNKNOWN**

7. Construction, conversion or alteration permits issued, if any:

<u>Application #</u>	<u>Permit #</u>	<u>Issue Date</u>	<u>Type of Work Done</u>	<u>Status</u>
95109	95109	Oct 02, 1920	CONCRETE FOUNDATION, RATPROOFING, REMODEL FRONT	N
98584	98584	Apr 21, 1921	ADD REAR PORCH	N
434771	398074	Dec 03, 1974	TO COMPLY WITH DEPARTMENT OF APARTMENT AND HOTEL INSPECTIONS CHECKLIST- TO LEGALIZE BASEMENT APARTMENT	X
455278	407693	Feb 05, 1976	TO RENEW APPLICATION #434771 TO OBTAIN A CERTIFICATE OF FINAL INSPECTION (CFC - 3FD)	C
465136	415172	Oct 06, 1976	INSTALL FIRE ESCAPE	C

8. A. Is there an active Franchise Tax Board Referral on file? Yes No ☒

B. Is this property currently under abatement proceedings for code violations? Yes No ☒

9. Number of residential structures on property? **1**

10. A. Has an energy inspection been completed? Yes No ☒ B. If yes, has a proof of compliance been issued? Yes No ☒

11. A. Is the building in the Mandatory Earthquake Retrofit of Wood-Frame Building Program? Yes No ☒

B. If yes, has the required upgrade work been completed? Yes No

Date of Issuance: **13 DEC 2017**

Date of Expiration: **13 DEC 2018**

By: **HEIDI RIVOIRE**

Report No: **201712091340**

**Patty Herrera, Manager**  
**Records Management Division**



**Department of Building Inspection  
1660 Mission Street - San Francisco CA 94103 - (415) 558-6080  
Report of Residential Record (3R)**

**Page 2**

**Address of Building**     *1498 UNDERWOOD AV*

**Block** *4809*

**Lot** *015A*

**Other Addresses**

**THIS REPORT IS VALID FOR ONE YEAR ONLY.**

The law requires that, prior to the consummation of the sale or exchange of this property, the seller must deliver this report to the buyer and the buyer must sign it.

**(For Explanation of terminology, see attached)**



Renovation Design Realty  
**Disclosure Regarding Cellular Antennas**

**Subject Property:** 1498 Underwood Avenue, San Francisco, CA 94124 \_\_\_\_\_

**Several cellular telephone companies and their contractors are exploring the infill addition of cellular antennas in residential neighborhoods.**

If the installation of cellular antennas is of concern, you are urged to contact the city for information concerning any planned cellular antennae installations near the subject property.

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_





Renovation Design Realty  
**Document Retention Policy**

**Subject Property:** 1498 Underwood Avenue, San Francisco, CA 94124

The California Department of Real Estate ("DRE") requires that real estate brokers retain their clients' transaction files for a minimum of three (3) years. In compliance with those regulations, Renovation Design Realty Inc. shall retain copies of files for no less than three (3) years from the close of escrow. However, Renovation Design Realty Inc. shall retain those files electronically and intends to shred all original documents. Renovation Design Realty Inc. shall also send our client their files on a flash drive after closing for clients' own use.

By signing below, I agree that my documents may be saved electronically and the original documents shredded to protect my privacy. Renovation Design Realty Inc. shall take responsible efforts to protect all private documents within those files.

I hereby acknowledge this Document Retention Policy and permit Renovation Design Realty Inc. to destroy original documents and store my file electronically.

Seller: DocuSigned by: Cheryl Grant, Co-Trustee for the Date: 1/10/2018  
B89B375092CC45D...

Seller: DocuSigned by: Jasmine Hall, Co-Trustee for the Altha J. Grant Trust Date: 1/10/2018  
B8EC95F59E9F464...

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_



Renovation Design Realty Inc.

## California Drought Advisory

**Subject Property:** 1498 Underwood Avenue, San Francisco, CA  
94124

The State of California has serious droughts from time to time. Municipalities throughout the state have implement, in some cases, mandatory water restrictions. Regulations and penalties can vary city to city and county to county.

Buyers are encouraged to obtain information pertaining to the regulations that may be implemented in the city and county for which the property is located.

Landscape watering is a significant percentage of water usage. The seller will be abiding by these regulations and will make every good faith effort to avoid damage to the landscaping because of the mandatory restrictions. Buyer agrees to hold seller harmless for any damage to the landscaping because of any restrictions.

Seller: DocuSigned by: Cheryl Grant, Co-Trustee for the Date: 1/10/2018  
989B275092CC45D...

Seller: DocuSigned by: Jasmine Hall, Co-Trustee for the Altha J. Grant Trust Date: 01/09/2018  
B8EC95F59E9F464...

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_





Renovation Design Realty

## ADVISORY REGARDING COMPLETEING DOCUMENTS ELECTRONICALLY

**PLEASE READ THE FOLLOWING IMPORTANT INFORMATION REGARDING SIGNING DOCUMENTS ELECTRONICALLY.**

**During a real estate listing and/or real estate sale transaction you may be asked to sign various documents electronically if you are willing to use that method. Because of the nature of electronic documents, it is possible to skip from one signature line to the next, making it easy to ignore the language of the paragraph(s) to which a signature or initials apply. Because of this feature of electronic signatures it is important that you read and understand the following recommendations:**

1. **PLEASE READ EACH DOCUMENT:** It is important that you read and understand each transaction document prior to initialing any paragraphs or pages or signing the document where indicated. You should take the time to thoroughly read through each document and make sure that you understand what you are signing, just as you should do if you were signing paper versions of these documents.
2. **TAKE YOUR TIME:** Although there may be a temptation to just skip from one place indicated for your signature to the next because of the convenient way that electronic documents are formatted, please **TAKE YOUR TIME**. Review the entire document before initialing or signing it.
3. **OPTIONAL SIGNATURES OR INITIALS:** If there is an indication that a signature or initial is optional, such as for the Liquidated Damages and Arbitration paragraphs, please take your time to consider whether you want to sign/initial any of those paragraphs to make it a part of the contract.
4. **MORE THAN ONE SIGNER:** If more than one person is required to sign the documents, it is essential that each party separately affix their signatures where indicated on each document.

**QUESTIONS OR CONCERNS:** If you have any questions or concerns it is important that you call or email your real estate professional or if you need legal, tax or insurance advice, be certain to consult the appropriate professional(s).

**I acknowledge receipt and I have carefully read this Advisory.**

Seller: DocuSigned by: Cheryl Grant, Co-Trustee for the Date: 1/10/2018  
989B275092CC45D...

Seller: DocuSigned by: Jasmine Hall, Co-Trustee for the Altha J. Grant Trust Date: 1/10/2018  
B8EC95F59E9F464...

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_



Renovation Design Realty  
**Advisory/Disclosure Regarding Building Permits,  
 Non-Permitted Construction**

1498 Underwood Avenue, San Francisco, CA  
 94124

**Subject Property:** \_\_\_\_\_

Many residential properties bought and sold locally are to some extent out of compliance with building permits and Uniform Building Code requirements. Some such violations are minor and inconsequential, posing little or no risk or concern to owner; some have a potential for greater concern. Some non-permitted items of construction or repair add value to property, while others will adversely affect value.

It is therefore worthwhile for Buyer to understand that there are potential risks in purchasing any property on which unpermitted or non-complying work has been done, and to seek sufficient information that will enable Buyer to decide whether to assume those risks, which include, without limitation:

1. The risk that a city or county agency may require, at Buyer's expense, the remediation or removal of the unpermitted or non-complying item, may prohibit its use as habitable living space," or may deny permits for other unrelated building projects at the Property.
2. The risk that the Property may be in violation of zoning, use, and/or occupancy limit ordinances (e.g., by existence of an illegal "in-law" unit), requiring removal or discontinued use.
3. The risk that homeowner's insurance coverage might be made unavailable or that, even if coverage is obtained, homeowner claims might be denied and/or coverage cancelled.

Buyer has the right to seek an examination and analysis of the Property's building permit file, the contents of which may indicate whether structural modifications and other items of construction were done with benefit of properly issued building permits which were duly "finalized" (i.e., written verification of a successful final inspection by an appropriate city or county official has been obtained). Seller and Agent strongly urge Buyer to exercise this right.

Since permit documentation varies among cities and counties, and since such documentation and entries made thereon are often subject to interpretation, Seller and Agent strongly recommends that Buyer engage and rely on a construction professional (and not on the real estate agents) for property examination and analysis of the permit file's contents. Buyer acknowledges that some building permit file documentation may be incomplete, illegible, incorrect or missing and that a permit review may or may not accurately establish the Property's true permit history or status, which, in fact, may never be fully ascertainable for certain. The construction professional may recommend further research.

Seller: DocuSigned by: Cheryl Grant, Co-Trustee for the Date: 1/10/2018  
989B275092CC45D...

Seller: DocuSigned by: Jasmine Hall, Co-Trustee for the Althea J. Grant Trust Date: 1/10/2018  
B8EC95F59E9F464...

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_





Renovation Design Realty  
**Noise and Odor Advisory**

**Subject Property:** 1498 Underwood Avenue, San Francisco, CA  
94124

1. Noise levels and types of noise that bother others may be acceptable to others. Factors that can impact these subjective issues include, but are not limited to, various types of trains, buses, light rail, BART, freeways, nearby farming industry, construction, neighbors, animals and other causes.
2. Three international airports, several municipal and private airports and Moffett Field, also serve the Bay Area. Aircraft fly over virtually all residential areas creating noise levels that vary depending on the aircraft type, size, altitude, time of flight, weather conditions and on the property's proximity to airports and flight paths.
3. Local amenities, facilities and services which add to the richness of the community may also produce noise at various times including, but not limited to, theaters, flea markets, farmers markets, schools, parks, churches, golf courses and ball fields.
4. Some coastal properties may be impacted by tsunami warning systems.
5. Odor levels and types of odors that bother others may be acceptable to others.

Buyers should visit the Property at various days and times to personally determine noise and odor levels; Buyers should also contact the respective transportation agencies to determine whether potential noise levels are acceptable to Buyers and/or will impact the value, development, use and future enjoyment of the property.

Buyers hereby acknowledge receipt of this Noise and Odor Advisory.

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_



Renovation Design Realty

## Square Footage and Acreage Advisory

1498 Underwood Avenue, San Francisco, CA 94124

**Subject Property:** \_\_\_\_\_

According to the indicated Source(s), the Property has approximately  
2030 • Square Feet; \_\_\_\_\_ • Acres; Source: Tax records  
\_\_\_\_\_ • Square Feet; \_\_\_\_\_ • Acres; Source: \_\_\_\_\_  
\_\_\_\_\_ • Square Feet; \_\_\_\_\_ • Acres; Source: \_\_\_\_\_

Regarding the above number(s), Buyer is advised that:

1. **THE NUMBERS ARE NOT VERIFIED:** Agents cannot verify the accuracy of these numbers, and neither agents nor seller have or will verify these numbers.
2. Different sources may show different square footages or acreage for a property.
3. Public records may be, and often are, inaccurate.
4. Different appraisers may, and often do, report different square footage numbers.
5. Any estimates provided to Buyer of cost per square foot, or cost per acre, based on the above numbers, or provided to Buyer from any other source, are based on unverified numbers and must be independently verified.
6. Fences and retaining walls do not necessarily determine boundary lines. The only way to accurately determine acreage and boundary lines is to have survey of the property completed by a qualified surveyor or engineer.

If the square footage or acreage of the Property is an important consideration in Buyer's decision to purchase the Property, or in determining what price to pay for the Property, Buyer agrees to independently conduct Buyer's own investigation through appropriate professionals and rely solely on those numbers.

Receipt of this Advisory is acknowledged:

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_



**SAN FRANCISCO  
ASSOCIATION of REALTORS®**

**BUYER'S APPROVAL OF PARKING AND STORAGE**  
SAN FRANCISCO ASSOCIATION OF REALTORS® STANDARD FORM

This form is intended for use in San Francisco

This regards the San Francisco Purchase Agreement dated \_\_\_\_\_  
for the Property known as 1498 Underwood Ave, San Francisco, CA 94124-3212  
between \_\_\_\_\_ ("Buyer")  
and Altha J Grant 2009 Trust, Altha J Grant 2009 Trust ("Seller").

Buyer has been advised that discrepancies occasionally exist in condominium projects, cooperatives and tenancies-in-common, involving the parking spaces and storage areas associated with specific units.

Buyer understands that the best way to ascertain whether or not Buyer's motor vehicle(s) will adequately fit into the parking space(s) to be transferred or assigned in the purchase of the subject Property is to actually PARK Buyer's vehicle(s) in the assigned space(s).

Buyer further understands that the parking space(s) and storage area(s) allocated to the Property should be described on the Condominium Map or in the Conditions, Covenants and Restrictions for condominium projects, or in equivalent documents, if any, for cooperatives or Tenancies-in-Common ("Association Documents"). Buyer understands that the actual markings, striping and numbering for parking in the garage and the physical construction of the storage area(s) may be in conflict with the location(s) designated in the Association Documents.

By signing below, Buyer acknowledges the following:

1. Buyer has personally inspected the parking space(s) and compared the actual location(s) with those described in the Association Documents. If any discrepancies exist, Buyer is satisfied that they are not material to Buyer's purchase.
2. Buyer has successfully driven into the garage and parked Buyer's vehicle(s) in the parking space(s) designated as being allocated to Buyer's unit, or if not, Buyer is satisfied by visual inspection that Buyer's vehicle(s) will fit.
3. Buyer has personally inspected the storage area(s) and compared the actual location(s) with those described in the Association Documents. If any discrepancies exist, Buyer is satisfied that they are not material to Buyer's purchase.
4. Buyer has personally determined that the parking space(s) and storage area(s) are adequately identified and described in the Association Documents. The space(s) are acceptable for Buyer's intended needs and uses of the Property, and Buyer is not relying on the Broker/Agent(s) involved in this transaction to make that determination.

**Except for information contained in Seller's and Broker/Agent's Property Disclosure Statements, Buyer has not relied upon representations by Seller or Broker/Agent as to the parking and storage for the Property.**

**Exceptions** (attach additional sheets, if necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Buyer** \_\_\_\_\_ **Date** \_\_\_\_\_ **Buyer** \_\_\_\_\_ **Date** \_\_\_\_\_

Acknowledged and Agreed (only necessary if Exceptions have been included above):

**Seller** \_\_\_\_\_ **Date** \_\_\_\_\_ **Seller** \_\_\_\_\_ **Date** \_\_\_\_\_  
Altha J Grant 2009 Trust Altha J Grant 2009 Trust

BROKERS/AGENTS CAN ADVISE ON REAL ESTATE TRANSACTIONS ONLY. FOR LEGAL OR TAX ADVICE,  
CONSULT A QUALIFIED ATTORNEY OR CPA.



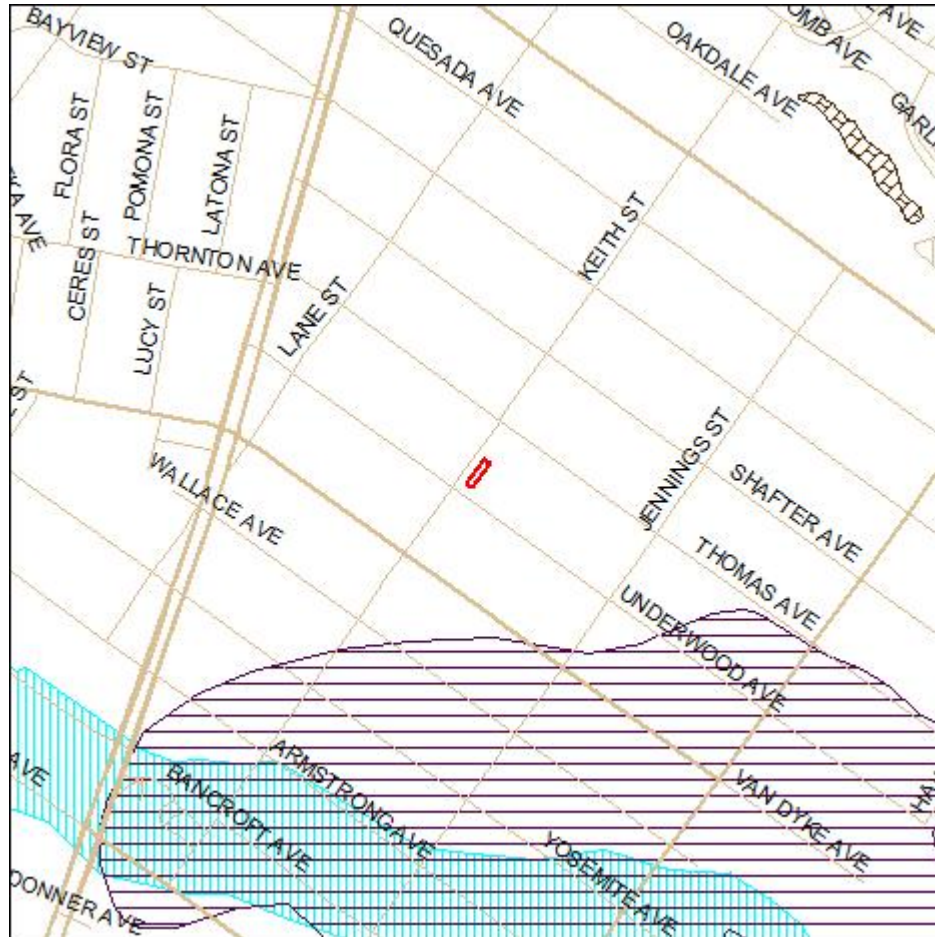


**Map of Statutory Natural Hazards  
For SAN FRANCISCO County**

**Property Address:** 1498 UNDERWOOD AVE  
SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94124  
("Property")

**APN:** 4809-015A  
**Report Date:** 12/08/2017  
**Report Number:** 2208697

**Map of Statutory Natural Hazard Zones**



□ Subject Property

	Special Flood Hazard Area
	Area of Potential Flooding, Dam Failure
	Very High Fire Hazard Severity Zone
	Wildland Area, Substantial Forest Fire Risk
	Earthquake Fault Zone
	Seismic Hazard Zone, Landslide
	Seismic Hazard Zone, Liquefaction



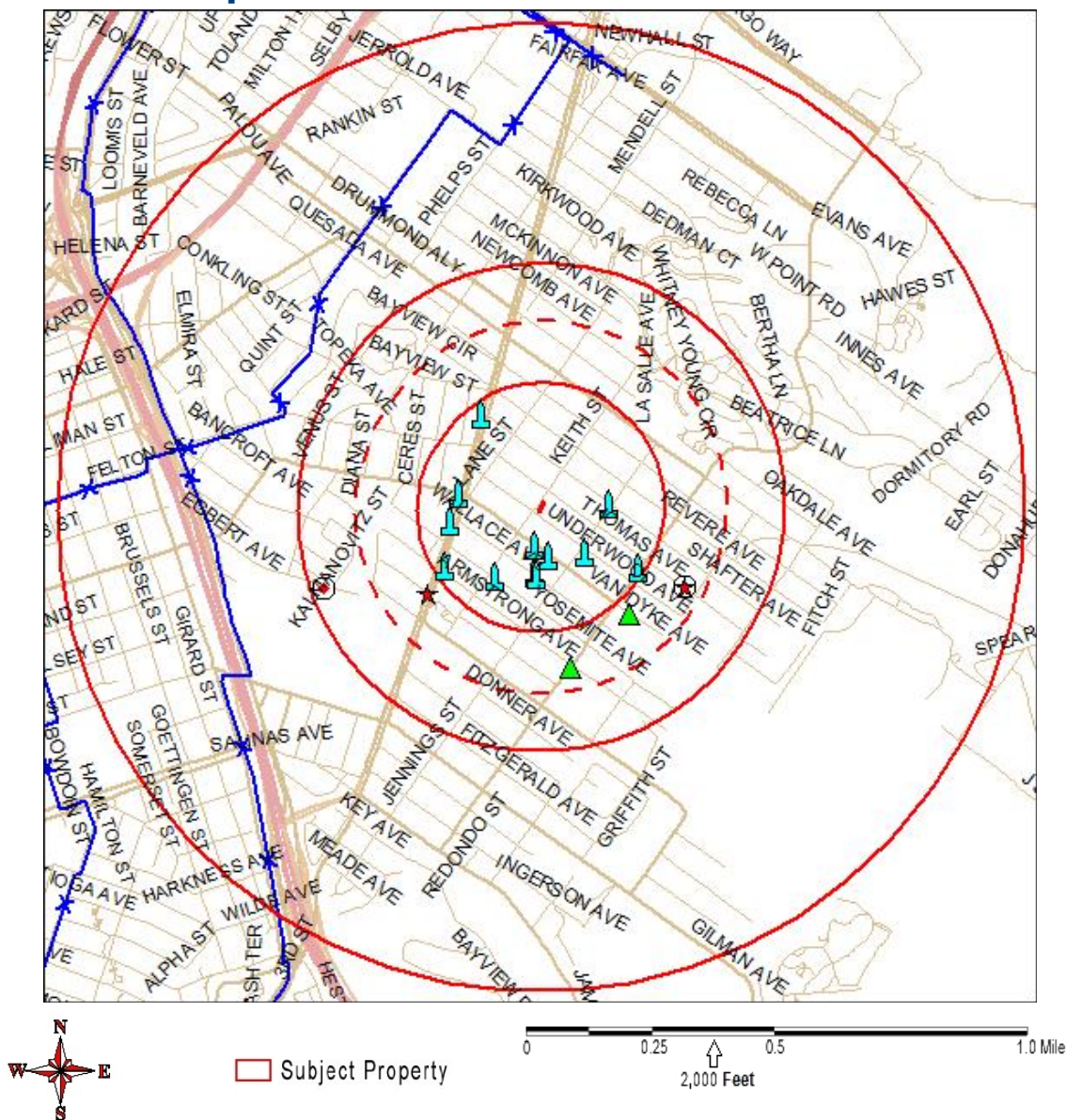
**This map is provided for convenience only to show the approximate location of the Property and is not based on a field survey.**

# Map of Environmental Hazard Sites For SAN FRANCISCO County

**Property Address:** 1498 UNDERWOOD AVE  
SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94124  
("Property")

**APN:** 4809-015A  
**Report Date:** 12/08/2017  
**Report Number:** 2208697

## Map of Environmental Hazard Sites



NOTE: The foregoing map may show more sites than are reported in the listing below. The map shows all sites found within the square coverage area. The listing below reports only those sites found within the standard radius search distance for the database listed, which covers a smaller area. Sites outside of that standard radius search distance are not listed below. The standard radius search distances for point sources are defined by the U.S. Environmental Protection Agency's "All Appropriate Inquiries" (AAI) guidelines. The AAI standard search distance differs between database categories, depending upon degree of potential hazard. Pipeline search distance (2,000 feet, red dashed circle on map) complies with U.S. bill H.R. 22 (Speier). See section called "Explanation of Databases Used" for the actual standard search distance used for each database category.

	(NPL) Federal National Priorities List or "Superfund" Sites		(SWIS) Solid Waste Landfill Facilities
	(RCRA COR) Corrective Action Sites		(SLIC) Spills, Leaks, Investig. & Cleanup
	(LUST) Leaking Underground Storage Tanks		California EnviroStor State Response Sites
	Oil or Gas Well		Gas Transmission Pipelines (Approximate)
	Hazardous Liquid Pipelines (Approximate)		



**JCP-LGS Residential Property Disclosure Reports**  
**Natural Hazard Disclosure (NHD) Report**  
**For SAN FRANCISCO County**

**Property Address:** 1498 UNDERWOOD AVE  
SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94124  
("Property")

**APN:** 4809-015A  
**Report Date:** 12/08/2017  
**Report Number:** 2208697

**Statutory Natural Hazard Disclosure ("NHD") Statement  
and Acknowledgment of Receipt**

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the Property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

The following are representations made by the transferor and his or her agent(s) based on their knowledge and maps drawn by the State. This information is a disclosure and is not intended to be part of any contract between the transferee and the transferor. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

**A SPECIAL FLOOD HAZARD AREA** (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency

Yes \_\_\_ No **X** Do not know and information not available from local jurisdiction \_\_\_

**AN AREA OF POTENTIAL FLOODING** shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.

Yes \_\_\_ No **X** Do not know and information not available from local jurisdiction \_\_\_

**A VERY HIGH FIRE HAZARD SEVERITY ZONE** pursuant to Section 51178 or 51179 of the Government Code. The owner of this Property is subject to the maintenance requirements of Section 51182 of the Government Code.

Yes \_\_\_ No **X**

**A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS** pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.

Yes \_\_\_ No **X**

**AN EARTHQUAKE FAULT ZONE** pursuant to Section 2622 of the Public Resources Code.

Yes \_\_\_ No **X**

**A SEISMIC HAZARD ZONE** pursuant to Section 2696 of the Public Resources Code.

Yes (Landslide Zone) \_\_\_ Yes (Liquefaction Zone) \_\_\_

No **X** Map not yet released by state \_\_\_

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Transferor(s) \_\_\_\_\_ Date \_\_\_\_\_ Signature of Transferor(s) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Agent \_\_\_\_\_ Date \_\_\_\_\_ Signature of Agent \_\_\_\_\_ Date \_\_\_\_\_

☐ Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

☒ Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS DIVISION.  
Date 08 December 2017

Transferee represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations in this Natural Hazard Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.

Signature of Transferee(s) \_\_\_\_\_ Date \_\_\_\_\_ Signature of Transferee(s) \_\_\_\_\_ Date \_\_\_\_\_

**TRANSFEE(S) REPRESENTS ABOVE HE/SHE HAS RECEIVED, READ AND UNDERSTANDS THE COMPLETE JCP-LGS DISCLOSURE REPORT DELIVERED WITH THIS SUMMARY:**

- Additional Property-specific Statutory Disclosures: Former Military Ordnance Site, Commercial/Industrial Use Zone, Airport Influence Area, Airport Noise, San Francisco Bay Conservation and Development District Jurisdiction (in S.F. Bay counties only), California Energy Commission Duct Sealing Requirement, Notice of Statewide Right to Farm, Notice of Mining Operations, Sex Offender Database (Megan's Law), Gas and Hazardous Liquid Transmission Pipeline Database.
- Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami.
- General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only), Wood-burning fireplaces.
- Additional Reports - Enclosed if ordered: (1) PROPERTY TAX REPORT (includes state-required Notices of Mello-Roos and 1915 Bond Act Assessments, and Notice of Supplemental Property Tax Bill, (2) ENVIRONMENTAL SCREENING REPORT (discloses Transmission Pipelines, Contaminated Sites, and Oil & Gas Wells). Enclosed if applicable: Local Addenda.
- Government Guides in Combined Booklet with Report. Refer to Booklet: (1) ENVIRONMENTAL HAZARDS: "A Guide for Homeowners, Buyers, Landlords and Tenants"; (2) EARTHQUAKE SAFETY: "The Homeowners Guide To Earthquake Safety" and included "RESIDENTIAL EARTHQUAKE HAZARDS REPORT FORM"; (3) LEAD-BASED PAINT: "Protect Your Family From Lead In Your Home"; (4) BRIEF GUIDE TO MOLD, MOISTURE AND YOUR HOME; (5) WHAT IS YOUR HOME ENERGY RATING? Government Guides are also available on the Company's "Electronic Bookshelf" at <http://www.disclosures.com/>.



**Contents**  
**For SAN FRANCISCO County**

**Property Address:** 1498 UNDERWOOD AVE  
SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94124  
("Property")

**APN:** 4809-015A  
**Report Date:** 12/08/2017  
**Report Number:** 2208697

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# JCP-LGS Residential Property Disclosure Reports

## Summary of Disclosure Determinations

### For SAN FRANCISCO County

**Property Address:** 1498 UNDERWOOD AVE  
 SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94124  
 ("Property")

**APN:** 4809-015A  
**Report Date:** 12/08/2017  
**Report Number:** 2208697

## PROPERTY DISCLOSURE SUMMARY - READ FULL REPORT

Statutory NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Flood		<b>X</b>		NOT IN a Special Flood Hazard Area. The Property is IN a FEMA-designated Flood Zone(s) N.	<a href="#">7</a>
Dam		<b>X</b>		NOT IN an area of potential dam inundation.	<a href="#">7</a>
Very High Fire Hazard Severity		<b>X</b>		NOT IN a very high fire hazard severity zone.	<a href="#">8</a>
Wildland Fire Area		<b>X</b>		NOT IN a state responsibility area.	<a href="#">8</a>
Fault		<b>X</b>		NOT IN an earthquake fault zone designated pursuant to the Alquist-Priolo Act.	<a href="#">9</a>
Landslide		<b>X</b>		NOT IN an area of earthquake-induced land sliding designated pursuant to the Seismic Hazard Mapping Act.	<a href="#">9</a>
Liquefaction		<b>X</b>		NOT IN an area of potential liquefaction designated pursuant to the Seismic Hazard Mapping Act.	<a href="#">9</a>

County-level NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Tsunami		<b>X</b>		NOT IN a mapped Tsunami Hazard Zone.	<a href="#">12</a>
Ground Shaking Hayward	<b>X</b>			IN an area assigned a Shaking Severity Level of Strong in the event of a Magnitude 6.5 Earthquake on the Northern Hayward Fault.	<a href="#">11</a>
Ground Shaking San Andreas	<b>X</b>			IN an area assigned a Shaking Severity Level of Very Strong in the event of a Magnitude 7.2 Earthquake on the Peninsula-Golden Gate San Andreas Fault.	<a href="#">11</a>

Additional Statutory Disclosures	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Former Military Ordnance		<b>X</b>		NOT WITHIN one mile of a formerly used ordnance site.	<a href="#">15</a>
Commercial or Industrial	<b>X</b>			WITHIN one mile of a property zoned to allow commercial or industrial use.	<a href="#">15</a>
Airport Influence Area		<b>X</b>		NOT IN an airport influence area.	<a href="#">16</a>
Airport Noise Area for 65 Decibel		<b>X</b>		NOT IN a delineated 65 dB CNEL or greater aviation noise zone.	<a href="#">17</a>
Bay Conservation and Development Commission		<b>X</b>		NOT IN an area that is within the jurisdiction of the San Francisco Bay Conservation and Development Commission.	<a href="#">18</a>
California Energy Commission	<b>X</b>			IN a climate zone where properties are usually subject to duct sealing and testing requirements	<a href="#">19</a>
Right to Farm Act		<b>X</b>		NOT IN a one mile radius of designated Important Farmland.	<a href="#">20</a>
Notice of Mining Operations		<b>X</b>		NOT IN a one mile radius of a mapped mining operation that requires a statutory "Notice of Mining Operation" be provided in this Report:	<a href="#">21</a>

General Advisories	Description	NHD Report page:
Registered Sex Offender Data Base (Megan's Law) Notice	Provides an advisory required pursuant to Section 290.46 of the Penal Code. Information about specified registered sex offenders is made available to the public.	<a href="#">22</a>
Gas and Hazardous Liquid Transmission Pipeline Database Notice	Provides a notice required pursuant to Section 2079.10.5(a) of the Civil Code. Information about transmission pipeline location maps is made available to the public.	<a href="#">23</a>
Methamphetamine Contamination	Provides an advisory that a disclosure may be required pursuant to the "Methamphetamine Contaminated Property Cleanup Act of 2005".	<a href="#">24</a>
Mold	Provides an advisory that all prospective purchasers of residential and commercial property should thoroughly inspect the subject property for mold and sources for additional information on the origins of and the damage caused by mold.	<a href="#">25</a>
Radon	Provides an advisory on the risk associated with Radon gas concentrations.	<a href="#">26</a>

**JCP-LGS Residential Property Disclosure Reports**  
**Summary of Disclosure Determinations**  
**For SAN FRANCISCO County**

**Property Address:** 1498 UNDERWOOD AVE  
SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94124  
("Property")

**APN:** 4809-015A  
**Report Date:** 12/08/2017  
**Report Number:** 2208697

General Advisories	Description	NHD Report page:
Endangered Species	Provides an advisory on resources to educate the public on locales of endangered or threatened species.	<a href="#">26</a>
Abandoned Mines	Provides an advisory on resources to educate the public on the hazards posed by, and some of the general locales of, abandoned mines.	<a href="#">27</a>
Oil and Gas Wells	Provides an advisory on the potential existence of oil and gas wells and sources for additional general and/or specific information.	<a href="#">27</a>
Tsunami Map Advisory	Provides an advisory about maximum tsunami inundation maps issued for jurisdictional emergency planning.	<a href="#">28</a>
Residential Fireplace Disclosure	Provides disclosure of restrictions on the use of wood-burning fireplaces imposed by the Bay Area Air Quality Management District.	<a href="#">29</a>

Property Tax Determinations	IS	IS NOT	Property is:	Tax Report page:
Mello-Roos Districts	<b>X</b>		SUBJECT TO one or more Mello-Roos Community Facilities Districts.	<a href="#">31</a>
1915 Bond Act Districts		<b>X</b>	NOT SUBJECT TO a 1915 Bond Act District.	<a href="#">31</a>
Other Direct Assessments	<b>X</b>		SUBJECT TO one or more other direct assessments.	<a href="#">33</a>
SRA Fire Prevention Fee		<b>X</b>	NOT SUBJECT TO the State Responsibility Area Fire Prevention Fee (SRA Fee is suspended until 2031 by Assembly Bill 398 of 2017).	<a href="#">39</a>

Environmental Screening	IS	IS NOT	Property is:	Environmental Report page:
Leaking Underground Storage Tanks	<b>X</b>		WITHIN one-quarter mile of a known leaking underground storage tank.	<a href="#">47</a>
Superfund or RCRA Corrective Action Site		<b>X</b>	NOT WITHIN one mile of a Superfund or RCRA Corrective Action site.	<a href="#">46</a>
Other sites in databases screened	<b>X</b>		WITHIN one-half mile of sites other than those above that are listed in the databases searched.	<a href="#">46</a>
Oil and Gas Wells		<b>X</b>	NOT WITHIN one-quarter mile of a mapped oil or gas well(s).	<a href="#">44</a>
Underground Transmission Pipelines		<b>X</b>	NOT WITHIN 2,000 feet of a gas transmission or hazardous liquid pipeline(s) depicted in the National Pipeline Mapping System.	<a href="#">45</a>

Determined by First American Professional Real Estate Services, Inc.

**For more detailed information as to the foregoing determinations, please read this entire Report.**



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## Natural Hazard Disclosure Report

### Part 1. State Defined Natural Hazard Zones

#### Statutory Natural Hazard Disclosures

Section 1103 of the California Civil Code mandates the disclosure of six (6) natural hazard zones if the Property is located within any such zone. Those six "statutory" hazard zones, disclosed on the **Natural Hazard Disclosure Statement** ("NHDS") on Page one of this Report, are explained below. Note that the NHDS does not provide for informing buyers if a property is only partially within any of the delineated zones or provide additional flood zone information which could be very important to the process. The following summary is intended to give buyers additional information they may need to help them in the decision-making process and to place the information in perspective.

#### SPECIAL FLOOD HAZARD AREA

**DISCUSSION:** Property in a Special Flood Hazard Area (any type of Zone "A" or "V" as designated by the Federal Emergency Management Agency ("FEMA")) is subject to flooding in a "100-year rainstorm." Federally connected lenders require homeowners to maintain flood insurance for buildings in these zones. A 100-year flood occurs on average once every 100 years, but may not occur in 1,000 years or may occur in successive years. According to FEMA, a home located within a SFHA has a 26% chance of suffering flood damage during the term of a 30-year mortgage. Other types of flooding, such as dam failure, are not considered in developing these zones. Flood insurance for properties in Zones B, C, D, X, X500, and X500\_Levee is available but is not required.

**Zones A, AO, AE, AH, AR, A1-A30:** Area of "100-year" flooding - a 1% or greater chance of annual flooding.

**Zone A99:** An "adequate progress" determination for flood control system construction projects that, once completed, may significantly limit the area of a community that will be included in the Special Flood Hazard Area (SFHA). Such projects reduce but do not eliminate, the risk of flooding to people and structures in "levee-impacted" areas, and allow mandatory flood insurance to be available at a lower cost.

**Zones V, V1-V30:** Area of "100-year" flooding in coastal (shore front) areas subject to wave action.

**Zone B:** Area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.

**Zones C, D:** NOT IN an area of "100-year" flooding. Area of minimal (Zone C) or undetermined (Zone D) flood hazard.

**Zones X:** An area of minimal flood risk. These are areas outside the "500" year flood-risk level.

**Zone X500:** An area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.

**Zone X500\_LEVEE:** An area of moderate flood risk that is protected from "100-year flood" by levee and that is subject to revision to high risk (Zone A) if levee is decertified by FEMA.

**Zone N:** Area Not Included, no flood zone designation has been assigned or not participating in the National Flood Insurance Program.

**Notice:** The Company is not always able to determine if the Property is subject to a FEMA Letter of Map Revision ("LOMR") or other FEMA letters of map change. If Seller is aware that the Property is subject to a LOMR or other letters of map change, the Seller shall disclose the map change and attach a copy of the FEMA letter(s) to the Report. Contact FEMA at <http://msc.fema.gov> for additional information.

For more information about flood zones, visit:

[http://www.floodsmart.gov/floodsmart/pages/flooding\\_flood\\_risks/defining\\_flood\\_risks.jsp](http://www.floodsmart.gov/floodsmart/pages/flooding_flood_risks/defining_flood_risks.jsp)

**PUBLIC RECORD:** Official Flood Insurance Rate Maps ("FIRM") compiled and issued by the Federal Emergency Management Agency ("FEMA") pursuant to 42 United States Code §4001, et seq.

#### AREA OF POTENTIAL FLOODING (DAM FAILURE)

**DISCUSSION:** Local governmental agencies, utilities, and owners of certain dams are required to prepare and submit inundation maps for review and approval by the California Office of Emergency Services ("OES"). A property within an Area of Potential Flooding Caused by Dam Failure is subject to potential flooding in the event of a sudden and total dam failure with a full reservoir. Such a failure could result in property damage and/or personal injury. However, dams rarely fail instantaneously and reservoirs are not always filled to capacity. Please note that not all dams (such as federally controlled dams) located within the state have been included within these dam inundation zones. Also these maps do not identify areas of potential flooding resulting from storms or other causes.

**PUBLIC RECORD:** Official dam inundation maps or digital data thereof made publicly available by the State of California Office of Emergency Services ("OES") pursuant to California Government Code §8589.5.

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**VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ)**

**DISCUSSION:** VHFHSZs can be defined by the California Department of Forestry and Fire Protection ("Calfire") as well as by local fire authorities within "Local Responsibility Areas" where fire suppression is the responsibility of a local fire department. Properties located within VHFHS Zones may have a higher risk for fire damage and, therefore, may be subject to (i) additional construction requirements such as a "Class A" roof for new construction or replacement of existing roofs; and (ii) additional maintenance responsibilities such as adequate vegetation clearance near the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices. Contact the local fire department for a complete list of requirements and exceptions.

**PUBLIC RECORD:** Maps issued by Calfire pursuant to California Government Code § 51178 recommending VHFHSZs to be adopted by the local jurisdiction within its Local Responsibility Area, or VHFHSZs adopted by the local jurisdiction within the statutory 120-day period defined in California Government Code § 51179.

**WILDLAND FIRE AREA (STATE RESPONSIBILITY AREA)**

**DISCUSSION:** The State Board of Forestry classifies all lands within the State of California based on various factors such as ground cover, beneficial use of water from watersheds, probable damage from erosion, and fire risks. Fire prevention and suppression in all areas which are not within a Wildland - State Responsibility Area ("WSRA") is primarily the responsibility of the local or federal agencies, as applicable.

For property located within a WSRA, please note that (1) there may be substantial forest fire risks and hazards; (2) except for property located within a county which has assumed responsibility for prevention and suppression of all fires, it is NOT the state's responsibility to provide fire protection services to any building or structure located within a WSRA unless the Department has entered into a cooperative agreement with a local agency; and (3) the property owner may be subject to (i) additional construction requirements such as a "Class A" roof for new construction or replacement of existing roofs; and (ii) additional maintenance responsibilities such as adequate vegetation clearance near the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices.

The existence of local agreements for fire service is not available in the Public Record and, therefore, is not included in this disclosure. For very isolated properties with no local fire services or only seasonal fire services there may be significant fire risk. If the Property is located within a WSRA, please contact the local fire department for more detailed information.

**PUBLIC RECORD:** Official maps issued by the California Department of Forestry and Fire Protection ("Calfire") pursuant to California Public Resources Code § 4125.

**SRA Fire Prevention Benefit Fee Advisory**

In 2011, the California Legislature and Governor enacted a "Fire Prevention Fee" on habitable structures in the State's wildland fire responsibility area. The yearly fee, levied on property owners, paid for various activities to prevent and suppress wildfires in the SRA, and was most recently at the rate of \$152.33 per habitable structure on the property.

**Effective July 1, 2017, as authorized by Assembly Bill 398 and signed by the Governor, that fire prevention fee is suspended until 2031.**

For more information, please refer to "Part 6. State Responsibility Area Fire Prevention Fee" in the JCP-LGS Property Tax Report.

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**EARTHQUAKE FAULT ZONE**

**DISCUSSION:** Earthquake Fault Zones are delineated and adopted by California as part of the Alquist-Priolo Earthquake Fault Zone Act of 1972. Property in an Earthquake Fault Zone ("EF Zone") does not necessarily have a fault trace existing on the site. EF Zones are areas or bands delineated on both sides of known active earthquake faults. EF Zones vary in width but average one-quarter (1/4) mile in width with the "typical" zone boundaries set back approximately 660 feet on either side of the fault trace. The potential for "fault rupture" damage (ground cracking along the fault trace) is relatively high only if a structure is located directly on a fault trace. If a structure is not on a fault trace, shaking will be the primary effect of an earthquake. During a major earthquake, shaking will be strong in the vicinity of the fault and may be strong at some distance from the fault depending on soil and bedrock conditions. It is generally accepted that properly constructed wood-frame houses are resistant to shaking damage.

**PUBLIC RECORD:** Official earthquake fault zone or special study zone maps approved by the State Geologist and issued by the California Department of Conservation, California Geological Survey pursuant to California Public Resources Code §2622.

**SEISMIC HAZARD MAPPING ACT ZONE**

**DISCUSSION:** Official Seismic Hazard Zone ("SH Zone") maps delineate Areas of Potential Liquefaction and Areas of Earthquake-Induced Landsliding. A property that lies partially or entirely within a designated SH Zone may be subject to requirements for site-specific geologic studies and mitigation before any new or additional construction may take place.

**Earthquake-Induced Landslide Hazard Zones** are areas where the potential for earthquake-induced landslides is relatively high. Areas most susceptible to these landslides are steep slopes in poorly cemented or highly fractured rocks, areas underlain by loose, weak soils, and areas on or adjacent to existing landslide deposits. The CGS cautions these maps do not capture all potential earthquake-induced landslide hazards and that earthquake-induced ground failures are not addressed by these maps. Furthermore, no effort has been made to map potential run-out areas of triggered landslides. It is possible that such run-out areas may extend beyond the zone boundaries. An earthquake capable of causing liquefaction or triggering a landslide may not uniformly affect all areas within a SH Zone.

**Liquefaction Hazard Zones** are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a soil phenomenon that can occur when loose, water saturated granular sediment within 40 feet of the ground surface, are shaken in a significant earthquake. The soil temporarily becomes liquid-like and structures may settle unevenly. The Public Record is intended to identify areas with a relatively high potential for liquefaction but not to predict the amount or direction of liquefaction-related ground displacement, nor the amount of damage caused by liquefaction. The many factors that control ground failure resulting from liquefaction must be evaluated on a site specific basis.

**PUBLIC RECORD:** Official seismic hazard maps or digital data thereof approved by the State Geologist and issued by the California Department of Conservation, California Geological Survey pursuant to California Public Resources Code §2696.

**STATUTORY NATURAL HAZARD DISCLOSURE REPORTING STANDARD:** "IN" shall be reported if any portion of the Property is located within any of the above zones as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within any of the above zones as delineated in the Public Record. Map Not Available shall be reported in areas not yet evaluated by the governing agency according to the Public Record. Please note that "MAP NOT AVAILABLE" will be applicable to most portions of the state. Official Seismic Hazard Zone ("SH Zone") maps delineate Areas of Potential Liquefaction and Areas of Earthquake-Induced Landsliding.



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## **Part 2. County and City Defined Natural Hazard Zones**

### **HAZARD MAPS IN THE LOCAL GENERAL PLAN**

**General Plan regulates property development.** There are currently over 530 incorporated cities and counties in California. The state Government Code (Sections 65000 et seq.) requires each of those jurisdictions to adopt a comprehensive, long-term "General Plan" for its physical development. That General Plan regulates land uses within the local jurisdiction in order to protect the public from hazards in the environment and conserve local natural resources. The General Plan is the official city or county policy regarding the location of housing, business, industry, roads, parks, and other land uses.

**Municipal hazard zones can affect the cost of ownership.** Each county and city adopts its own distinct General Plan according to that jurisdiction's unique vegetation, landscape, terrain, and other geographic and geologic conditions. The "Safety Element" (or Seismic Safety Element) of that General Plan identifies the constraints of earthquake fault, landslide, flood, fire and other natural hazards on local land use, and it delineates hazard zones within which private property improvements may be regulated through the building-permit approval process, which can affect the future cost of ownership. Those locally regulated hazard zones are in addition to the federal and state defined hazard zones associated with statutory disclosures in the preceding section.

**City and/or County natural hazard zones explained below.** Unless otherwise specified, only those officially adopted Safety Element or Seismic Safety Element maps (or digital data thereof) which are publicly available, are of a scale, resolution, and quality that readily enable parcel-specific hazard determinations, and are consistent in character with those statutory federal or state disclosures will be considered for eligible for use as the basis for county- or city-level disclosures set forth in this Report. Please also note:

- If an officially adopted Safety Element or Seismic Safety Element map relies on data which is redundant of that used for state-level disclosures, this Report will indicate so and advise Report recipients to refer to the state-level hazard discussion section for more information.
- If an officially adopted Safety Element or Seismic Safety Element cites underlying maps created by another agency, those maps may be regarded as incorporated by reference and may be used as the basis for parcel-specific determinations if those maps meet the criteria set forth in this section.
- Because county- and city-level maps are developed independently and do not necessarily define or delineate a given hazard the same way, the boundaries for the "same" hazard may be different.

If one or more maps contained in the Safety Element and/or Seismic Safety Element of an officially adopted General Plan are used as the basis for local disclosure, those maps will appear under the "Public Record(s) Searched" for that county or city.

### **REPORTING STANDARDS**

A good faith effort has been made to disclose all hazard features on pertinent Safety Element and Seismic Safety Element maps with well-defined boundaries; however, those hazards with boundaries that are not delineated will be deemed not suitable for parcel-specific hazard determinations. Some map features, such as lines drawn to represent the location of a fault trace, may be buffered to create a zone to facilitate disclosure. Those map features which can not be readily distinguished from those representing hazards may be included to prevent an omission of a hazard feature. If the width of a hazard zone boundary is in question, "IN" will be reported if that boundary impacts any portion of a property. Further explanations concerning specific map features peculiar to a given county or city will appear under the "Reporting Standards" for that jurisdiction.

### **PUBLIC RECORDS VS. ON-SITE EVALUATIONS**

Mapped hazard zones represent evaluations of generalized hazard information. Any specific site within a mapped zone could be at less or more relative risk than is indicated by the zone designation. A site-specific evaluation conducted by a geotechnical consultant or other qualified professional may provide more detailed and definitive information about the Property and any conditions which may or do affect it.

### **PROPERTY USE AND PERMITTING**

No maps beyond those identified as "Public Record(s)" have been consulted for the purpose of these local disclosures. These disclosures are intended solely to make Report recipient(s) aware of the presence of mapped hazards. For this reason -- and because local authorities may use on these or additional maps or data differently to determine property-specific land use and permitting approvals -- Report recipients are advised to contact the appropriate local agency, usually Community Development, Planning, and/or Building, prior to the transaction to ascertain if these or any other conditions or related regulations may impact the Property use or improvement.

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**CITY AND COUNTY OF SAN FRANCISCO GEOLOGIC DISCUSSION**

**PUBLIC RECORD(S) SEARCHED:** The following Public Record(s), contained in the Community Safety Element of the San Francisco City and County General Plan as officially adopted in 2012, is/are used for the City-level disclosure(s) below: "Map 02: Ground Shaking Intensity: Magnitude 7.2 Earthquake on the San Andreas Fault"; "Map 03: Ground Shaking Intensity: Magnitude 6.5 Earthquake on the Hayward Fault"; and "Map 05: Tsunami Hazard Zones, San Francisco, 2012".

**GROUND SHAKING**

Most earthquake damage comes from ground shaking. Ground shaking occurs in all earthquakes. All of the Bay area and much of California are subject to some level of ground shaking hazard. The impacts of ground shaking will be quite widespread. The severity of ground shaking varies considerably over the impacted region depending on the size of the earthquake, the distance from the epicenter of the earthquake, the nature of the soil at the site, and the nature of the geologic material between the site and the fault. It is likely that the intensities of ground shaking will vary considerably throughout the City during any given earthquake, and that the pattern of ground shaking will be fairly consistent, reflecting the underlying soils. In general, sites with stronger soils will experience shaking of less intensity than those in low-lying areas and along the Bay, with Bay mud or other weaker soils. Some sites, particularly those with poor soils, will experience strong ground shaking in most earthquakes. Earthquake intensity is measured on the Modified Mercalli Intensity (MMI) Scale, relevant portions of which are shown below:

<b>Modified Mercalli Intensity</b>	<b>Summary Description Used on Maps</b>	<b>Description of Shaking Severity</b>	<b>Short Description</b> (from Elementary Seismology, C. F. Richter, 1958)
V	Light	Pictures Move	Felt outdoors. Sleepers wakened. Liquids disturbed, some spilled. Small unstable objects displaced or upset. Doors swing. Pictures move. Pendulum clocks stop.
VI	Moderate	Objects Fall	Felt by all. People walk unsteadily. Many frightened. Windows crack. Dishes, glassware, knickknacks, and books fall off shelves. Pictures off walls. Furniture moved or overturned. Weak plaster, adobe buildings, and some poorly built masonry buildings cracked. Trees and bushes shake visibly.
VII	Strong	Nonstructural damage	Difficult to stand or walk. Noticed by drivers of cars. Furniture broken. Damage to poorly built masonry buildings. Weak chimneys broken at roof line. Fall of plaster, loose bricks, stones, tiles, cornices, unbraced parapets and porches. Some cracks in better masonry buildings. Waves on ponds.
VIII	Very Strong	Moderate damage	Steering of cars affected. Extensive damage to unreinforced masonry buildings, including partial collapse. Fall of some masonry walls. Twisting, falling of chimneys and monuments. Wood-frame houses moved on foundations if not bolted; loose partition walls thrown out. Tree branches broken.
IX	Violent	Heavy damage	General panic. Damage to masonry buildings ranges from collapse to serious damage unless modern design. Wood-frame structures rack, and, if not bolted, shifted off foundations. Underground pipes broken.
X	Very Violent	Extreme damage	Poorly built structures destroyed with their foundations. Even some well-built wooden structures and bridges heavily damaged and needing replacement. Water thrown on banks of canals, rivers, lakes, etc.
Source: ABAG, Modified Mercalli Intensity Scale, <a href="http://quake.abag.ca.gov/shaking/mmi/">http://quake.abag.ca.gov/shaking/mmi/</a>			

The Public Record includes maps which depict projected ground shaking intensities for two different earthquake scenarios: A Magnitude 7.2 Earthquake on the San Andreas Fault and a Magnitude 6.5 Earthquake on the Hayward Fault. A list of the Modified Mercalli Intensity values identified in the Public Record, corresponding Shaking Severity Levels ("Very Violent", "Violent", "Very Strong", "Strong", "Moderate", or "Light"), and plain language characterizations of each shaking condition is provided in the table above. For additional shaking scenario maps please refer to ground shaking maps available on the website of the Association of Bay Area Governments (ABAG) at <http://www.abag.ca.gov>. This ground shaking map library depicts shaking intensity for various communities based on more than a dozen seismic event scenarios of different magnitudes on different fault segments.

**Reporting Standards:** "IN" shall be reported as well as the most severe Shaking Severity Level ("Very Violent", "Violent", "Very Strong", "Strong", "Moderate", or "Light") affecting the Property for both the San Andreas Earthquake Magnitude 7.2

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and Hayward Earthquake Magnitude 6.5 Shaking Intensity Scenarios as delineated in the Public Record. Note: The Public Record states that the depicted shaking intensities may be incorrect by one unit higher or lower.

**TSUNAMI**

Tsunamis are large waves in the ocean generated by earthquakes, coastal or submarine landslides, or volcanoes. Damaging tsunamis are not common on the California coast. Most California tsunamis are associated with distant earthquakes (most likely those in Alaska or South America, and recently in Japan), not with local earthquakes. Devastating tsunamis have not occurred in historic times in the Bay area. Because of the lack of reliable information about the kind of tsunami run-ups that have occurred in the prehistoric past, there is considerable uncertainty over the extent of tsunami run-up that could occur. There is ongoing research into the potential tsunami run-up in California. The Public Record shows areas where tsunamis are thought to be possible.

**Reporting Standards:** "IN" shall be reported if any portion of the Property is within a "Tsunami Hazard Zone" as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is within a "Tsunami Hazard Zone" as delineated in the Public Record.

**OTHER HAZARDS**

"Map 01: Bay Area Earthquake Faults, USGS 2007" is a regional map which depicts no faults within San Francisco County but advises there is a 63% probability for one or more magnitude 6.7 or greater earthquakes from 2007 to 2035 in the San Francisco Bay Region. The seismic hazard zones depicted on "Map 04: Seismic Hazard Zones, San Francisco, 2012" are redundant of those subject to statutory disclosure on the natural hazard disclosure statement. For the most current information please refer to the state-level discussion and disclosure of Areas of Potential Liquefaction and Earthquake-Induced Landslides in the preceding section of this Report. "Map 06: Potential Inundation Areas due to Reservoir Failure" is not to scale. Please see the Dam Inundation discussion below for a description of potential inundation areas not already subject to state-level statutory disclosure.

**The following natural hazards are discussed at length but not mapped in the County (and City) General Plan:**

**FLOOD**

According to the General Plan the National Flood Insurance Program (NFIP), which designates flood-prone areas, has recently completed map-ping communities along the San Francisco Bay, including San Francisco. Areas currently designated as prone to surface flooding in San Francisco on the new floodplain maps are in portions of Mission Bay, Treasure Island, Hunters Point Shipyard and Candlestick Point, as well as significant portions of the Port. Designation as a federal flood hazard zones could necessitate the adoption of a Floodplain Management Ordinance, which would restrict uses that could be dangerous due to water or erosion, require that uses be protected against flood damage when constructed, and require floodplain management by development in floodplain areas. Special flood hazard areas designated by the NFIP will be subject to statutory disclosure once FEMA issues official Flood Insurance Rate Maps (FIRMs) for this community.

**Reporting Standards:** No determination is reported because the Public Record does not include a map which delineates the boundaries for this hazard within the City.

**DAM INUNDATION**

Dams and reservoirs which hold large volumes of water represent a potential hazard due to failure caused by ground shaking. The San Francisco Water Department owns above ground reservoirs and tanks within San Francisco. The San Francisco Water Department monitors its facilities and submits periodic reports to the California Department of Water Resources, Division of Safety of Dams (DOSD), which regulates large dams. In addition to those reservoirs already subject to statutory state-level disclosure (Sunset, Sutro, Stanford Heights, and University Mound), potential inundation areas are identified for 3 other facilities: Lombard Street & Francisco Street Reservoirs in the north of the City (bordered roughly by Van Ness Avenue on the west, Taylor Street on the east, and Lombard Street on the south); McLaren Park Reservoir in the south (bordered roughly by Santos Street on the west, Bayshore Boulevard on the east, Raymond Avenue on the north, and the San Francisco-San Mateo County Line on the south); and Merced Manor Reservoir in the west (bordered roughly by Sunset Boulevard on the west, 22nd Avenue on the east, Sloat Boulevard on the north, and Lake Merced Boulevard and Eucalyptus Avenue on the south).

**Reporting Standards:** No determination is reported because the map contained in the Public Record is not to scale.

**SEA LEVEL RISE**

Using multiple emissions scenarios, best available projections for California and the Bay Area currently assume 12-18 inches of sea level rise by 2050 and 21-55 inches of sea level rise by 2100, given current carbon emissions trends. Such scenarios are depicted on San Francisco Bay Conservation and Development Commission sea level rise maps at [http://www.bcdc.ca.gov/planning/climate\\_change/index\\_map.shtml](http://www.bcdc.ca.gov/planning/climate_change/index_map.shtml). These projections are likely to change over time as climate science progresses. Perhaps the most obvious and widespread consequence of sea level rise is inundation and flooding of land. Sea level rise will not only cause permanent land inundation, it will increase and expand the 100-year floodplain. Thus, the number of residents at risk would increase during storm events. Land composed of bayfront fill is at risk for inundation because of low elevation and subsidence over time due to compaction from buildings and soil desiccation.



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Additionally, sea walls located along the Embarcadero and along the Great Highway may be at risk for overtopping and inundation.

**Reporting Standards:** No determination is reported because the Public Record does not include a map which delineates the boundaries for this hazard within the City.

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**CITY-LEVEL GEOLOGIC AND SEISMIC ZONES DISCUSSION**

This Report reviews the officially adopted geologic hazard maps in the Safety Element that each city in California is required to include in its General Plan. The city the subject Property is located in has either not officially adopted hazard zonation maps in its General Plan at an appropriate scale to delineate where hazards may exist on a single parcel basis or will not make such maps available outside city offices. However, all Parties should be California is "earthquake country." Faults that may exist in this city or in neighboring regions could cause earthquake shaking or other fault related-phenomena on the Property. Other geologic hazards such as, but not limited to liquefaction (a type of soil settling that can occur when loose, water-saturated sediments are shaken significantly in an earthquake) may occur in certain valley floor areas and landslides are a possibility in any hillside area. Such potential natural hazards may exist and be delineated on other sources used by the city in its Planning, Engineering, or Building Departments. Such potential sources are not reviewed in this Report.

**END OF LOCAL AREA DISCLOSURES AND DISCUSSIONS SECTION**

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### **Part 3. Additional Property Specific Disclosures**

#### **FORMER MILITARY ORDNANCE SITE DISCLOSURE**

**DISCUSSION:** Former Military Ordnance (FUD) sites can include sites with common industrial waste (such as fuels), ordnance or other warfare materiel, unsafe structures to be demolished, or debris for removal. California Civil Code Section 1102 requires disclosure of those sites containing unexploded ordnance. "Military ordnance" is any kind of munitions, explosive device/material or chemical agent used in military weapons. Unexploded ordnance are munitions that did not detonate. NOTE: **MOST** FUD sites do not contain unexploded ordnance. Only those FUD sites that the U.S. Army Corps of Engineers (USACE) has identified to contain Military Ordnance or have mitigation projects planned for them are disclosed in this Report. Additional sites may be added as military installations are released under the Federal Base Realignment and Closure (BRAC) Act. Active military sites are NOT included on the FUD site list.

**PUBLIC RECORD:** Data contained in Inventory Project Reports, Archives Search Reports, and related materials produced for, and made publicly available in conjunction with, the Defense Environmental Restoration Program for Formerly Used Defense Sites by the U.S. Army Corps of Engineers. Sites for which no map has been made publicly available shall not be disclosed.

**REPORTING STANDARD:** If one or more facility identified in the Public Record is situated within a one (1) mile radius of the Property, "**WITHIN**" shall be reported. The name of that facility or facilities shall also be reported.

#### **COMMERCIAL OR INDUSTRIAL ZONING DISCLOSURE**

**DISCUSSION:** The seller of real property who has actual knowledge that the property is affected by or zoned to allow commercial or industrial use described in Section 731a of the Code of Civil Procedure shall give written notice of that knowledge to purchasers as soon as practicable before transfer of title (California Civil Code Section 1102.17). The Code of Civil Procedure Section 731a defines industrial use as areas in which a city and/or county has established zones or districts under authority of law wherein certain manufacturing or commercial or airport uses are expressly permitted. The "Zoning Disclosure" made in this Report DOES NOT purport to determine whether the subject property is or is not affected by a commercial or industrial zone. As stated above, that determination is based solely upon ACTUAL KNOWLEDGE of the seller of the subject property.

In an effort to help determine areas where this may be applicable, this disclosure identifies if a property exists within one mile of the seller's property that is zoned to allow for commercial or industrial use. Very commonly, a home will have in its vicinity one or more properties that are zoned for commercial or industrial use such as restaurants, gasoline stations, convenience stores, golf courses, country club etc.

**PUBLIC RECORD:** Based on publicly-available hardcopy and/or digital zoning and land use records for California cities and counties.

**REPORTING STANDARD:** If one or more property identified in the Public Record as "commercial," "industrial," or "mixed use" is situated within a one (1) mile radius of the Property, "**WITHIN**" shall be reported. Please note that an airport facility that may be classified as public use facility in the Public Record will be reported as "commercial/industrial" in this disclosure.



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**For SAN FRANCISCO County**

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SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94124  
("Property")

**APN:** 4809-015A  
**Report Date:** 12/08/2017  
**Report Number:** 2208697

**AIRPORT INFLUENCE AREA DISCLOSURE**

**DISCUSSION:**

**Certain airports are not disclosed in this Report.** JCP-LGS has made a good faith effort to identify the airports covered under Section 1102.6a. Sources consulted include official land use maps and/or digital data made available by a governing Airport Land Use Commission (ALUC) or other designated government body. Most facilities for which an Airport Influence Area has been designated are included on the "California Airports List" maintained by the California Department of Transportation's Division of Aeronautics. Not disclosed in this Report are public use airports that are not in the "California Airports List", airports that are physically located outside California, heliports and seaplane bases that do not have regularly scheduled commercial service, and private airports or military air facilities unless specifically identified in the "California Airports List". **If the seller has actual knowledge of an airport in the vicinity of the subject property that is not disclosed in this Report, and that is material to the transaction, the seller should disclose this actual knowledge in writing to the buyer.**

Most facilities for which an Airport Influence Area has been designated are included on the "California Airports List" maintained by the California Department of Transportation's Division of Aeronautics. The inclusion of military and private airports varies by County, and heliports and seaplane bases are not included, therefore, airports in these categories may or may not be included in this disclosure.

**NOTE:** Proximity to an airport does not necessarily mean that the property is exposed to significant aviation noise levels. Alternatively, there may be properties exposed to aviation noise that are greater than two miles from an airport. Factors that affect the level of aviation noise include weather, aircraft type and size, frequency of aircraft operations, airport layout, flight patterns or nighttime operations. Buyer should be aware that aviation noise levels can vary seasonally or change if airport usage changes.

**PUBLIC RECORD:** Based on officially adopted land use maps and/or digital data made publicly available by the governing ALUC or other designated government body. If the ALUC or other designated government body has not made publicly available a current officially adopted airport influence area map, then California law states that "a written disclosure of an airport within two (2) statute miles shall be deemed to satisfy any city or county requirements for the disclosure of airports in connection with transfers of real property."

**REPORTING STANDARD:** "IN" shall be reported along with the facility name(s) and the "Notice of Airport in Vicinity" if any portion of the Property is situated within either (a) an Airport Influence Area as designated on officially adopted maps or digital data or (b) a two (2) mile radius of a qualifying facility for which an official Airport Influence Area map or digital data has not been made publicly available by the ALUC or other designated governing body. "NOT IN" shall be reported if no portion of the Property is within either area.

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**AIRPORT NOISE DISCLOSURE**

**DISCUSSION:** California Civil Code §1102.17 requires the seller(s) of residential real property who has/have actual knowledge that the property in the transaction is affected by airport use must give written notice of that knowledge, as soon as practicable, before transfer of title.

Under the Federal Aviation Administration's *Airport Noise Compatibility Planning Program Part 150*, certain 65 decibel (dB) Community Noise Equivalent Level (CNEL) contour maps have been produced for some airports. Not all airports have produced noise exposure maps. A property may be near or at some distance from an airport and not be within a delineated noise exposure area, but still experience aviation noise. Unless 65dB CNEL contour maps are published, helipads and military sites are not included in this section of the Report.

The *Airport Noise Compatibility Planning Program* is voluntary and not all airports have elected to participate. Furthermore, not all property in the vicinity of an airport is exposed to 65dB CNEL or greater average aviation noise levels. Conversely a property may be at some distance from an airport and still experience aviation noise. Buyer should be aware that aviation noise levels can vary seasonally or change if airport usage changes after a map is published or after the Report Date. JCP-LGS uses the most seasonally conservative noise exposures provided.

Federal funding may be available to help airports implement noise reduction programs. Such programs vary and may include purchasing properties, rezoning, and insulating homes for sound within 65dB areas delineated on CNEL maps. Airport owners have also cooperated by imposing airport use restrictions that include curfews, modifying flight paths, and aircraft limitations.

**PUBLIC RECORD:** Certain 65 decibel (dB) Community Noise Equivalent Level (CNEL) contour maps produced under the Federal Aviation Administration's *Airport Noise Compatibility Planning Program Part 150*.

**REPORTING STANDARD:** "IN" shall be reported if any portion of the Property is situated within a 65 decibel Community Noise Equivalent Level contour identified in the Public Record. "NOT IN" shall be reported if no portion of the Property is situated within a 65 decibel Community Noise Equivalent Level contour identified in the Public Record.

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**SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT  
COMMISSION DISCLOSURE**

**DISCUSSION:** As of July 1, 2005, Civil Code §1103.4 mandates disclosure to buyers of certain real estate if the boundary of the property is determined to be (1) within 100 feet of the San Francisco Bay shoreline as mapped in 1997 by the National Ocean Survey (NOS), an agency of the National Oceanographic and Atmospheric Administration (NOAA); or (2) within another mapped zone established by the Bay Conservation and Development Commission (BCDC). The BCDC has regulatory jurisdiction within 100 feet inland from the point of "mean higher high water" as mapped by the NOS, and within other zones the agency has defined along the San Francisco Bay margin (BCDC Memo entitled "Guidance on Determining Commission Jurisdiction Pursuant to Senate Bill 1568").

Notice is required to prevent unknowing violations of the law by new owners who were unaware that certain activities on the real property are subject to the BCDC's permit requirements. The BCDC notes that the Bay is a highly dynamic environment and the shoreline changes over time (see Discussion below). In addition, there is inherent uncertainty in the shoreline position as mapped by the NOS or any agency. The BCDC advises the buyer and other interested parties to contact its office if a more authoritative jurisdictional determination is desired. The BCDC office is located at 50 California Street, Suite 2600, San Francisco, California 94111, and can be reached at (415) 352-3600, or by email to [info@bcdc.ca.gov](mailto:info@bcdc.ca.gov)

The BCDC has issued maps for some parts of its jurisdiction, including the San Francisco Bay Plan maps (California Code of Regulations, Title 14, Section 10121) and the Suisun Marsh Plan maps (Nejedly-Bagley-Z'berg Suisun Marsh Preservation Act of 1974). Official maps have not been issued for other parts of the BCDC jurisdiction (McAteer-Petris Act areas) because the Bay is a highly dynamic environment and the shoreline changes over time (in part because the sea level also changes over time). In those areas where official BCDC maps are not available or along the edges of the BCDC's mapped jurisdiction, to meet the disclosure requirements, this Report will indicate that the property "could be within" the BCDC's jurisdiction and that a location-specific jurisdictional determination should be made by consulting the BCDC. This determination of "could be within" the BCDC's jurisdiction was recommended by the BCDC in that certain Memo entitled "Guidance on Determining Commission Jurisdiction Pursuant to Senate Bill 1568" issued in February 2005 and posted on the BCDC website.

**PUBLIC RECORDS:** San Francisco Bay Plan maps (California Code of Regulations, Title 14, Section 10121) and the Suisun Marsh Plan maps (Nejedly-Bagley-Z'berg Suisun Marsh Preservation Act of 1974) made publicly available by BCDC and that certain Memo entitled "Guidance on Determining Commission Jurisdiction Pursuant to Senate Bill 1568" issued by BCDC in February 2005 and posted on the BCDC website ("BCDC Memo").

**REPORTING STANDARD:** "WITHIN" shall be reported if any portion of the Property is situated within an areas mapped by BCDC or is within the 100-foot shoreline band. "COULD BE WITHIN" shall be reported if any portion of the Property is situated within one-quarter (1/4) mile of either an area mapped by BCDC or the 100-foot shoreline band. "NOT WITHIN" shall be reported if no portion of the Property is situated within an area that would otherwise be reported as either "WITHIN" or "COULD BE WITHIN".



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**CALIFORNIA ENERGY COMMISSION DUCT SEALING & TESTING REQUIREMENT**

**DISCUSSION:** According to the California Energy Commission ("CEC") most California homes have improperly sealed central air conditioning and heating system ducts such that approximately 30 percent of the conditioned air actually leaks outside the home.

Effective July 1, 2014, in order to combat this waste of energy and money, the CEC updated its residential duct sealing and testing requirements in the 2013 Building Energy Efficiency Standards (Title 24). Previously, such duct sealing and testing was required only in certain CEC-designated climate zones when a central air conditioner or furnace is installed or replaced. **The revised standards now make duct sealing and testing mandatory in all California climate zones when such a system is installed or replaced.** Ducts found to leak more than 15 percent or more must be repaired. Once a contractor tests and fixes these ducts, you must have an approved third-party verifier determine that the ducts have been properly sealed. The CEC cautions homeowners that a contractor who fails to obtain a required building permit and fails to test and repair your ducts "is violating the law and exposing you to additional costs and liability." If you do not obtain a permit, you may be required to bring your home into compliance with code requirements for that work and may incur additional penalties and fines that have to be paid prior to selling your home. Remember that you have a duty to disclose whether you obtained required permits for work performed to prospective Buyers and appraisers. Local governments may mandate more stringent requirements.

Please note there are specific alternatives that allow high efficiency equipment and added duct insulation to be installed instead of fixing duct leaks. Please also be advised that there are separate regulations which govern duct insulation levels required by climate zone and HVAC system.

For more information please contact the California Energy Commission or visit the official CEC "2013 Building Energy Efficiency Standards" portal at: <http://www.energy.ca.gov/title24/2013standards/index.html>

**PUBLIC RECORD:** 2013 Building Energy Efficiency Standards (Title 24).

**REPORTING STANDARD:** "WITHIN" shall be reported regardless of CEC-designated climate zone pursuant to the revised Title 24 Standards.

**COOLING AND HEATING ENERGY-EFFICIENCY ADVISORY**

Effective January 1, 2015, new federal energy-efficiency standards apply to the repair and replacement of residential heating, ventilation and air conditioning ("HVAC") systems. The new standards raise the minimum efficiency requirements for air conditioning systems and certain types of heating systems. Energy efficiency is measured by the Seasonal Energy Efficiency Ratio ("SEER"), which compares the amount of cooling (or heating) output by an HVAC system to the amount of energy (electricity or gas) input over its operating season. The higher the system's SEER value, the more energy-efficient it is and the lower the unit cost of cooling (or heating) a home.

For the first time, federal minimum-efficiency standards will vary by region. Prior to 2015 one standard, called SEER 13, applied nationwide. Now, in California, Nevada, Arizona and New Mexico (the Southwestern Region), SEER 13 has been replaced by the more efficient SEER 14 standard. In the Southwestern Region the new rule allows repairs to existing SEER 13-compliant systems. However, in many cases a full system replacement (both the indoor and outdoor unit) will be necessary to make the system compatible, and replacement is allowed only with a SEER 14-compliant unit. The higher standard may increase the replacement cost to the property owner because the SEER 14 efficiency improvements require increased complexity of the new equipment, and the SEER 14 units may not fit in the existing space, requiring structural modifications at the owner's expense. In some cases the SEER 14 standard could double the cost of replacement over the earlier replacement cost. For applicable details and codes, see the California Energy Commission web page at: [http://www.energy.ca.gov/title24/2013standards/residential\\_manual.html](http://www.energy.ca.gov/title24/2013standards/residential_manual.html) (The new federal standards go into effect on January 1, 2015, which is six months after the July 1, 2014, effective date of the 2013 Standards.)

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**STATEWIDE RIGHT TO FARM DISCLOSURE**

**DISCUSSION:**

California has a "Right to Farm Act" (Civil Code Section 3482.5) to protect farming operations. When agricultural land within the State's agricultural areas is bought and sold, the purchasers are often not made aware of the fact that there are right-to-farm laws. This has led to confusion and a misunderstanding of the actual uses of the land or uses of the surrounding agricultural lands.

In 2008 the State of California enacted Assembly Bill 2881 to limit the exposure of farmers to nuisance lawsuits by homeowners in neighboring developments. The mechanism of this bill is a formal notification of the Buyer, through a "Notice of Right to Farm" in an expert disclosure report that advises the Buyer if the subject property is within one mile of farmland as defined in the bill.

**If the seller has actual knowledge of an agricultural operation in the vicinity of the subject property that is not disclosed in this Report, and that is material to the transaction, the seller should disclose this actual knowledge in writing to the Buyer.**

**PUBLIC RECORD:** Based on the most current available version of the "Important Farmland Map" issued by the California Department of Conservation, Division of Land Resource Protection, utilizing solely the county-level GIS map data, if any, available on the Division's Farmland Mapping and Monitoring Program website, pursuant to Section 11010 of the Business and Professions Code, and Section 1103.4 of the California Civil Code.

**REPORTING STANDARD:** "IN" shall be reported and the "Notice of Right to Farm" provided if any portion of the Property is situated within, or within one mile of, a parcel of real property designated as "Prime Farmland," "Farmland of Statewide Importance," "Unique Farmland," "Farmland of Local Importance," or "Grazing Land" in the public record. "NOT IN" shall be reported if no portion of the Property is within that area.

Some counties, or parts thereof, are not included in the Public Record because they have not been mapped for farmland parcels under this State program. Typically, this is because the county area is public land and not planned for incorporation, or, in the case of San Francisco, the county is entirely incorporated. In those instances, we report "Map Not Available" above, or "Map N/A" in the table of summary determinations at the beginning of this Report.

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**NOTICE OF MINING OPERATIONS DISCLOSURE**

If the Property has been determined to be located within one (1) mile of a reported mining operation(s), the following notice is provided as mandated by California law:

**NOTICE OF MINING OPERATIONS**

**This property is located within one mile of a mine operation for which the mine owner or operator has reported mine location data to the Department of Conservation pursuant to Section 2207 of the Public Resources Code. Accordingly, the property may be subject to inconveniences resulting from mining operations. You may wish to consider the impacts of these practices before you complete your transaction.**

**DISCUSSION:** Historically mining operations have been located in remote areas. However, increasing urbanization has resulted in some residential projects being developed near existing mining operations.

California Public Resources Code §2207 requires owners and operators of mining operations to provide annually specific information to the California Department of Conservation ("DOC"), including but not limited to, (i) ownership and contact information, and (ii) the latitude, longitude, and approximate boundaries of the mining operation marked on a specific United States Geological Survey map. The Office of Mining Reclamation ("OMR") is a division of the DOC. Using the mandatory data specified above, OMR provides map coordinate data that can be used by GIS systems to create points representing mine locations ("OMR Maps"). For more information please visit OMR's Mines OnLine Map Viewer (<http://maps.conservation.ca.gov/mol/index.html>).

Effective January 1, 2012, California Civil Code §1103.4 requires the seller of residential property to disclose to a Buyer if the residential property is located with one (1) mile of mining operations as specified on OMR Maps.

**Special Notes:**

1. This statutory disclosure does not rely on the OMR's "AB 3098 List," a list of mines regulated under the Surface Mining and Reclamation Act of 1975 ("SMARA") that meet provisions set forth under California Public Resources Code §2717(b). The AB 3098 List does not include map coordinate data as required under California Public Resources Code §2207 and may not include all mining operations subject to the "Notice of Mining Operations" disclosure.

2. This "Notice of Mining Operations" disclosure is not satisfied by disclosing abandoned mines. An abandoned mine is NOT an operating mine. California Civil Code §1103.4 is satisfied only by disclosing based on OMR Maps.

**PUBLIC RECORD:** Mining operations as provided on OMR Maps made publicly available by DOC pursuant to California law.

**REPORTING STANDARD:** "IN" is reported if any portion of the Property is located within a one (1) mile radius of one or more mining operation(s) identified in the Public Record for which map coordinate data is provided. If "IN", the name of the mining operation(s) as it appears in the Public Record is also reported. "NOT IN" is reported if no portion of the Property is located within a one (1) mile radius of a mining operation specified on OMR Maps.



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## **Part 4. General Advisories**

### **REGISTERED SEX OFFENDER DATABASE DISCLOSURE REQUIREMENT ("MEGAN'S LAW")**

**Notice:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

**DISCUSSION:** California law (AB 488), signed by the Governor on September 24, 2004, provides the public with Internet access to detailed information on registered sex offenders. The Sex Offender Tracking Program of the California Department of Justice (DOJ) maintains the database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.46 of the Penal Code. The online database is updated with data provided by local sheriff and police agencies on an ongoing basis. It presents offender information in 13 languages; may be searched by a sex offender's specific name, zip code, or city/county; provides access to detailed personal profile information on each registrant; and includes a map of your neighborhood.

**California Department of Justice Information Sources:**

Megan's Law Sex Offender Locator Web Site: <http://www.meganslaw.ca.gov>

California Department of Justice Megan's Law Email Address: [meganslaw@doj.ca.gov](mailto:meganslaw@doj.ca.gov)

**Local Information Locations For The Property:**

All sheriffs departments and every police department in jurisdictions with a population of 200,000 or more are required to make a CD-ROM available free to the public for viewing. Although not required, many other law enforcement departments in smaller jurisdictions make the CD-ROM available as well. Please call the local law enforcement department to investigate availability.

***The following are the law enforcement departments in your county that are REQUIRED to make information available:***

<b>San Francisco County Sheriff Department</b>	(415) 554-7225
<b>San Francisco Police Department</b>	(415) 553-9203

**Explanation and How to Obtain Information**

For over 50 years, California has required certain sex offenders to register with their local law enforcement agencies. However, information on the whereabouts of the sex offenders was not available to the public until implementation of the Child Molester Identification Line in July 1995. The available information was expanded by California's "Megan's Law" in 1996 (Chapter 908, Stats. of 1996). Megan's Law provides certain information on the whereabouts of "serious" and "high-risk" sex offenders. The law specifically prohibits using the information to harass or commit any crime against the offender. The information on a registered sex offender includes: name and known aliases; age and sex; physical description, including scars, marks and tattoos; photograph, if available; crimes resulting in registration; county of residence; and zip code (from last registration). Accessing the online database requires agreement to the DOJ's terms of use on the web page.

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**GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINE  
DATABASE DISCLOSURE REQUIREMENT**

**DISCUSSION:** Following a number of pipeline disasters in the U.S., such as the 2010 San Bruno explosion in Northern California, there is an increased awareness of the potential dangers associated with underground transmission pipelines. As a result, the California Legislature unanimously passed Assembly Bill 1511 (Bradford), signed by Governor Jerry Brown on July 13, 2012. This law, which becomes effective January 1, 2013, is chaptered as California Civil Code Section 2079.10.5 and mandates the disclosure of the following notice to Buyers:

**NOTICE REGARDING GAS AND HAZARDOUS LIQUID  
TRANSMISSION PIPELINES**

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site. (California Civil Code Section 2079.10.5(a))

*Civil Code Section 2079.10.5(c) adds, "Nothing in this section shall alter any existing duty under any other statute or decisional law imposed upon the seller or broker, including, but not limited to, the duties of a seller or broker under this article, or the duties of a seller or broker under Article 1.5 (commencing with Section 1102) of Chapter 2 of Title 4 of Part 4 of Division 2."*

Such "existing duties" include the disclosure of actual knowledge about a potential hazard, such as may be created by the delivery of a letter from the local utility company informing the seller that a gas transmission pipeline exists within 2,000 feet of the Property.

**Beginning on the law's January 1, 2013, effective date,** except where such "existing duties" apply, "Upon delivery of the notice to the transferee of the real property, the seller or broker is not required to provide information in addition to that contained in the notice regarding gas and hazardous liquid transmission pipelines in subdivision (a). The information in the notice shall be deemed to be adequate to inform the transferee about the existence of a statewide database of the locations of gas and hazardous liquid transmission pipelines and information from the database regarding those locations." (California Civil Code Section 2079.10.5(b))

The disclosure of underground transmission pipelines helps the parties in a real estate transaction make an informed decision and is in the best interest of the public. Buyer should be aware that, according to the NPMS Internet Web site, gas and/or hazardous liquid transmission pipelines are known to exist in 49 of California's 58 counties, the exceptions being in rural mountainous parts of the state. Every home that utilizes natural gas is connected to a gas "distribution" pipeline, which is generally of smaller size and lower pressure than a transmission pipeline.

**For More Information**

To investigate whether any pipeline easement (right-of-way) exists on the Property, Buyer should review the Preliminary Title Report. **Buyer should consult an attorney for interpretation of any law. This notice is for information purposes only and should not be construed as legal advice.**

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**METHAMPHETAMINE CONTAMINATED PROPERTY DISCLOSURE ADVISORY**

**DISCUSSION:** According to the "Methamphetamine Contaminated Property Cleanup Act of 2005" a property owner must disclose in writing to a prospective buyer if local health officials have issued an order prohibiting the use or occupancy of a property contaminated by meth lab activity. The owner must also give a copy of the pending order to the buyer to acknowledge receipt in writing. Failure to comply with these requirements may subject an owner to, among other things, a civil penalty up to \$5,000. Aside from disclosure requirements, this new law also sets forth procedures for local authorities to deal with meth-contaminated properties, including the filing of a lien against a property until the owner cleans up the contamination or pays for the cleanup costs.



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**MOLD ADVISORY**

**DISCUSSION:** The Buyer is hereby advised that naturally occurring molds may exist both inside and outside of any home and may not be visible to casual inspection. Persons exposed to extensive mold levels can become sensitized and develop allergies to the mold or other health problems. Extensive mold growth can damage a structure and its contents. All prospective purchasers of residential and commercial property are advised to thoroughly inspect the Property for mold. Be sure to inspect the Property inside and out for sources of excess moisture, current water leaks and evidence of past water damage.

As part of a buyer's physical inspection of the condition of a property, the buyer should consider engaging an appropriate and qualified professional to inspect and test for the presence of harmful molds and to advise the buyer of any potential risk and options available. This advisory is not a disclosure of whether harmful mold conditions exist at a property or not. No testing or inspections of any kind have been performed by The Company. Any use of this form is acknowledgement and acceptance that The Company does not disclose, warrant or indemnify mold conditions at a property in any way and is not responsible in any way for mold conditions that may exist. Information is available from the California Department of Health Services Indoor Air Quality Section fact sheet entitled, "Mold in My Home: What Do I Do?" The fact sheet is available at <https://archive.cdph.ca.gov/programs/IAQ/Pages/IndoorMold.aspx> or by calling (510) 620-3620.

The Toxic Mold Protection Act of 2001 requires that information be developed regarding the potential issues surrounding naturally occurring molds within a home. Information was written by environmental authorities for inclusion in the *Residential Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants* booklet developed by the California Environmental Protection Agency and the Department of Health Services. It is found in Chapter VII of that booklet, and includes references to sources for additional information.

**For local assistance, contact your county or city Department of Health, Housing, or Environmental Health.**

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**RADON ADVISORY**

**DISCUSSION:** For its Radon Advisory, JCP-LGS uses the updated assessment of radon exposure published in 1999 by the Lawrence Berkeley National Laboratory (LBNL) and Columbia University, under support from the U.S. Environmental Protection Agency (EPA), the National Science Foundation, and the US Department of Energy (published online at <http://www2.lbl.gov/Science-Articles/Archive/radon-risk-website.html>). Based on this recent assessment, JCP-LGS radon advisory is as follows:

**All of California's 58 counties have a predicted median annual-average living-area concentration of radon below 2.0 pCi/L (picocuries per liter of indoor air) -- which is well below the EPA's guideline level of 4 pCi/L and equivalent to the lowest hazard zone (Zone 3) on the 1993 EPA Map of Radon Zones.**

The "median concentration" means that half of the homes in a county are expected to be below this value and half to be above it. All houses contain some radon, and a few houses will contain much more than the median concentration. **The only way to accurately assess long-term exposure to radon in a specific house is through long-term testing (sampling the indoor air for a year or more). The EPA recommends that all homes be tested for radon.** Columbia University's "Radon Project" website offers help to homeowners in assessing the cost vs. benefit of testing a specific house for radon or modifying it for radon reduction (see <http://www.stat.columbia.edu/~radon/>).

**NOTE:** JCP-LGS does not use the EPA's 1993 map for advisory purposes because that map shows "short-term" radon exposure averaged by county. It was based on "screening measurements" that were intentionally designed to sample the worst-case conditions for indoor air in US homes--using spot checks (sampling for just a few days), in the poorest air quality (with sealed doors and windows), at the worst time of the year (winter), in the worst part of the house (the basement, if one was available). These short-term, winter, basement measurements are both biased and variable compared to long-term radon concentrations (averaged over a year) in the living area of a house. Long-term concentrations are a more accurate way to judge the long-term health risk from radon. For the above reasons, the EPA expressly disclaims the use of its 1993 map for determining whether any house should be tested for radon, and authorizes no other use of its map for property-specific purposes. For additional information about EPA guidelines and radon testing, see "Chapter VII--Radon", in the California Department of Real Estate's *Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants*.

**ENDANGERED SPECIES ACT ADVISORY**

**DISCUSSION:** The Federal Endangered Species Act of 1973 ("ESA"), as amended, requires that plant and animal species identified and classified ("listed") by the Federal government as "threatened" or "endangered" be protected under U.S. law. Areas of habitat considered essential to the conservation of a listed species may be designated as "critical habitat" and may require special management considerations or protection. All threatened and endangered species -- even if critical habitat is not designated for them -- are equally afforded the full range of protections available under the ESA.

In California alone, over 300 species of plants and animals have been designated under the ESA as threatened or endangered, and over 80 species have critical habitats designated for them. Most California counties are host to a dozen or more protected species and, in many cases, 10 or more species have designated critical habitats within a county.

**ADVISORY:** An awareness of threatened and endangered species and/or critical habitats is not reasonably expected to be within the actual knowledge of a seller.

No federal or state law or regulation requires a seller or seller's agent to disclose threatened or endangered species or critical habitats, or to otherwise investigate their possible existence on real property. Therefore, Buyer is advised that, prior to purchasing a vacant land parcel or other real property, Buyer should consider investigating the existence of threatened or endangered species, or designated critical habitats, on or in the vicinity of the Property which could affect the use of the Property or the success of any proposed (re)development.

**FOR MORE INFORMATION:** Complete and current information about the threatened and endangered species in California that are Federally listed in each county -- including all critical habitats designated there -- is available on the website of the U.S. Fish & Wildlife Service, the Federal authority which has enforcement responsibility for the ESA.

**U.S. Fish & Wildlife Service Endangered Species Database (TESS)**

[http://ecos.fws.gov/tess\\_public/](http://ecos.fws.gov/tess_public/)

**JCP-LGS Residential Property Disclosure Reports**  
**Natural Hazard Disclosure (NHD) Report**  
**For SAN FRANCISCO County**

**Property Address:** 1498 UNDERWOOD AVE  
SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94124  
("Property")

**APN:** 4809-015A  
**Report Date:** 12/08/2017  
**Report Number:** 2208697

**ABANDONED MINES ADVISORY**

**DISCUSSION:** According to the California Department of Conservation, Office of Mine Reclamation, since the Gold Rush of 1849, tens of thousands of mines have been dug in California. Many were abandoned when they became unproductive or unprofitable. The result is that California's landscape contains many thousands of abandoned mines, which can pose health, safety, or environmental hazards on and around the mine property. Mines can present serious physical safety hazards, such as open shafts or adits (mine tunnel), and they may create the potential to contaminate surface water, groundwater, or air quality. Some abandoned mines are such massive problems as to earn a spot on the Federal Superfund environmental hazard list.

No California law requires the disclosure of abandoned mines in a real estate transaction, unless the existence of an abandoned mine is within the actual knowledge of the Seller and is deemed to be a fact material to the transaction.

The Office of Mine Reclamation (OMR) and the U.S. Geological Survey maintain a database of abandoned mines -- however, it is known to be incomplete and based on maps that are often decades out of date. Many mines are not mapped because they are on private land. The OMR warns that, ***"Many old and abandoned mines are not recorded in electronic databases, and when they are, the information may not be detailed enough to accurately define, differentiate or locate the mine feature, such as a potentially hazardous vertical shaft or horizontal adit or mine waste."*** (See reference below.)

**Accordingly, this Report does not contain an abandoned mines disclosure from any government database or map or any other source, in order to protect the seller from liability for non-disclosure of unrecorded abandoned mines.**

Parties concerned about the possible existence or impact of abandoned mines in the vicinity of the Property are advised to retain a State-licensed geotechnical consultant to study the site and issue a report. Other sources of information include, but are not limited to, the State Office of Mine Reclamation at (916) 323-9198 (website: <http://www.conservation.ca.gov/OMR>), and the Engineering, Planning or Building Departments in the subject City and County.

**FOR MORE INFORMATION:** For more information visit the State Office of Mine Reclamation's website at:  
[http://www.conservation.ca.gov/omr/abandoned\\_mine\\_lands/Pages/index.aspx](http://www.conservation.ca.gov/omr/abandoned_mine_lands/Pages/index.aspx)

**OIL & GAS WELL ADVISORY**

California is currently ranked fourth in the nation among oil producing states. Surface oil production is concentrated mainly in the Los Angeles Basin and Kern County, and in districts elsewhere in the state. In recent decades, real estate development has rapidly encroached into areas where oil production has occurred. Because the state's oil production has been in decline since the 1980's, thousands of oil and gas wells have been shut down or abandoned, and many of those wells are in areas where residential neighborhoods now exist.

According to the California Department of Conservation ("DOC"), to date, about 230,000 oil and gas wells have been drilled in California and around 105,000 are still in use. The majority of remaining wells have been sealed ("capped") under the supervision of the DOC's Division of Oil, Gas and Geothermal Resources. A smaller number have been abandoned and have no known responsible operator -- these are called "orphan" wells. The state has a special fund that pays the cost of safely capping orphan wells, however, that program is limited in its scope and progress.

**Buyer should be aware that, while the DOC database is the most comprehensive source available for California oil and gas well information, the DOC makes no warranties that the database is absolutely complete, or that reported well locations are known with absolute accuracy.**

**For More Information**

For a search of the state's databases of oil and gas wells and sites of known environmental contamination on or near the Property, please obtain the JCP-LGS Residential Environmental Report. For general information, visit the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources at <http://www.consrv.ca.gov/dog>.



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**TSUNAMI MAP ADVISORY**

**DISCUSSION:** The California Emergency Management Agency (CalEMA), the University of Southern California Tsunami Research Center (USC), and the California Geological Survey (CGS) have prepared maps that depict areas of maximum tsunami inundation for all populated areas at risk to tsunamis in California (20 coastal counties). The maps were publicly released in December 2009 with the stated purpose that the maps are to assist cities and counties in identifying their tsunami hazard and developing their coastal evacuation routes and emergency response plans only.

These maps specifically contain the following disclaimer:

**Map Disclaimer:** This tsunami inundation map was prepared to assist cities and counties in identifying their tsunami hazard. It is intended for local jurisdictional, coastal evacuation planning uses only. This map, and the information presented herein, **is not a legal document and does not meet disclosure requirements for real estate transactions nor for any other regulatory purpose.** The California Emergency Management Agency (CalEMA), the University of Southern California (USC), and the California Geological Survey (CGS) make no representation or warranties regarding the accuracy of this inundation map nor the data from which the map was derived. Neither the State of California nor USC shall be liable under any circumstances for any direct, indirect, special, incidental or consequential damages with respect to any claim by any user or any third party on account of or arising from the use of this map.

A tsunami is a series of ocean waves or surges most commonly caused by an earthquake beneath the sea floor. These maps show the maximum tsunami inundation line for each area expected from tsunamis generated by undersea earthquakes and landslides in the Pacific Ocean. Because tsunamis are rare events in the historical record, the maps provide no information about the probability of any tsunami affecting any area within a specific period of time.

Although these maps may not be used as a legal basis for real estate disclosure or any other regulatory purpose, the CGS has, however, provided diagrams of the maps online which the public can view. To see a maximum tsunami inundation map for a specific coastal community, or for additional information about the construction and/or intended use of the tsunami inundation maps, visit the websites below:

State of California Emergency Management Agency, Earthquake and Tsunami Program:  
<http://myhazards.calema.ca.gov/>

University of Southern California -- Tsunami Research Center:  
<http://www.usc.edu/dept/tsunamis/2005/index.php>

State of California Geological Survey Tsunami Information:  
[http://www.conservation.ca.gov/cgs/geologic\\_hazards/Tsunami/index.htm](http://www.conservation.ca.gov/cgs/geologic_hazards/Tsunami/index.htm)

National Oceanic and Atmospheric Agency Center for Tsunami Research (MOST model):  
<http://nctr.pmel.noaa.gov/time/background/models.html>

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**RESIDENTIAL FIREPLACE DISCLOSURE**

Residential wood burning is the leading source of wintertime air pollution in the Bay Area and studies have confirmed there are significant health impacts from exposure to fine particulate matter found in wood smoke. The Bay Area Air Quality Management District ("BAAQMD") established the Wood Burning Devices (Wood Smoke Rule), Regulation 6, Rule 3 to reduce wintertime smoke pollution and protect public health. The Wood Smoke Rule requires anyone selling, renting or leasing a property in the Bay Area to disclose the potential health impacts from air pollution caused from burning wood. Fine particulate matter, also known as PM2.5, can travel deep into the respiratory system, bypass the lungs and enter the blood stream. Exposure may cause short term and long term health effects, including eye, nose and throat irritation, reduced lung function, asthma, heart attacks, chronic bronchitis, cancer and premature deaths. Exposure to fine particulates can worsen existing respiratory conditions. High PM2.5 levels are associated with increased respiratory and cardiovascular hospital admissions, emergency department visits, and even deaths. Children, the elderly and those with pre-existing respiratory or heart conditions are most at risk from negative health effects of PM2.5 exposure. The Buyer should consult with a licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace insert according to manufacturer's specifications to help reduce wood smoke pollution. The Air District encourages the use of cleaner and more efficient, non-wood burning heating options such as gas-fueled or electric fireplace inserts to help reduce emissions and exposure to fine particulates.

When the BAAQMD issues a Winter Spare the Air Alert during the winter season from November 1 through the end of February, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits. To check when a Winter Spare the Air Alert is issued and it is illegal to burn wood, please call 1-877-4NO-BURN or visit [www.baaqmd.gov](http://www.baaqmd.gov) or [www.sparetheair.org](http://www.sparetheair.org).

**END OF NATURAL HAZARD DISCLOSURE REPORT SECTION**  
**See Terms and Conditions at end of this Report.**

**Property Tax Disclosure Report  
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## California Property Tax Disclosure Report

The parties for whom this Report was prepared are the owner ("Seller") of the Residential Property ("Property") on the Report Date, the buyer ("Buyer") of the Residential Property from Seller as of the Report Date, and their respective licensed real estate agents ("Agents"). Seller, Buyer and the Agents are sometimes referred to herein as "Party" or "Parties."

### Part 1. Introduction and Summary

This Tax Report section discusses the results of an electronic search of specified government lists ("Databases") containing real property tax information and geographic data concerning the Residential Property. To understand the information provided, please read this entire Report.

#### Summary of Property Tax Determinations

The Residential Property:	IS	IS NOT	
A.	<b>X</b>		SUBJECT TO one or more Mello-Roos Community Facilities Districts. <a href="#">31</a>
B.		<b>X</b>	NOT SUBJECT TO a 1915 Bond Act District. <a href="#">31</a>
C.	<b>X</b>		SUBJECT TO one or more other direct assessments. <a href="#">33</a>
D.		<b>X</b>	NOT SUBJECT TO the State Responsibility Area Fire Prevention Fee (SRA Fee is suspended until 2031 by Assembly Bill 398 of 2017). <a href="#">39</a>

Determined by First American Professional Real Estate Services, Inc.

**THIS IS A DATABASE REPORT ONLY:** The tax information in this Report only provides data derived from County Tax Assessor's Databases ("Databases") identified in this Report. While JCP-LGS has made good faith efforts to report from the Databases as accurately as possible, the quality, accuracy, and currency ("Database Date") of the information contained in these Databases can vary greatly. For more information regarding a specific Database, please read Part 2 of this Report. By use of this Report, transferee agrees this is a Report product and not an insurance policy and is subject to the Terms and Conditions attached hereto and incorporated herein.

***This Report satisfies Seller's obligations to disclose (a) Mello-Roos and 1915 Act Bond Assessments applicable to the Residential Property as required by California Civil Code Section 1102.6b, and (b) Supplemental Taxes as required by California Civil Code Section 1102.6c.***



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## Part 2. NOTICE OF SPECIAL TAX/ASSESSMENT

Special assessments, also referred to as direct or fixed assessments, are charges that are not based on the value of the property. These charges are levied to provide funding for services or improvements that directly benefit the property. Mello Roos Community Facility Districts and 1915 Bond Districts are also classified as special assessments. Certain special assessments may be subject to accelerated foreclosure if allowed to go delinquent.

**TO THE PROSPECTIVE PURCHASER OF THE RESIDENTIAL PROPERTY AT THE ADDRESS REFERENCED ABOVE:  
THIS IS A NOTIFICATION TO BUYER PRIOR TO PURCHASING THE RESIDENTIAL PROPERTY.**

### A. Mello-Roos Community Facilities Districts

If the Residential Property is within a Mello-Roos Community Facilities District (CFD), it is subject to a special tax that will appear on the property tax bill. This special tax is in addition to the ad valorem property taxes and any other charges and benefit assessments that will be itemized on the property tax bill and the proceeds of this tax or assessment are used to provide public facilities or services that are likely to particularly benefit the real property. This special tax may not be imposed on all parcels within the city or county where the property is located.

The current tax levy, maximum tax levy, the maximum tax escalator, and the authorized facilities and/or services which are being paid for by the special taxes are indicated below. THE BUYER SHOULD TAKE THIS TAX AND THE BENEFITS FROM THE PUBLIC FACILITIES AND SERVICES FOR WHICH IT PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THE RESIDENTIAL PROPERTY.

**The Residential Property IS SUBJECT to the following Mello-Roos Special Tax District(s):**

AGENCY	IMPROVEMENTS AND/OR FACILITIES	START DATE / MATURITY DATE	CURRENT TAX LEVY	CURRENT YEAR MAXIMUM TAX LEVY
SAN FRANCISCO USD CFD 90-1	SEISMIC UPGRADING AND RELATED IMPROVEMENTS OF SCHOOL FACILITIES. REHABILITATION, REPLACEMENT OR IMPROVEMENT OF FIRE AND LIFE-SAFETY BUILDING SYSTEMS AND RELATED IMPROVEMENTS.	1990/1991 2030/2031	\$36.78	\$36.78 PER SFD, \$18.39 PER MFD
MAX. TAX ESCALATOR	CONTACT	PHONE NUMBER	ACCELERATED FORECLOSURE	
CPI, BUT NO MORE THAN 2%	SAN FRANCISCO USD	(415) 241-6480	NO	

**Note:** If "yes" is marked under Accelerated Foreclosure, please see Section C for more detailed information.

**Database Date:** 2017-2018

### B. 1915 Bond Act Assessment Districts

**This Residential Property is NOT SUBJECT to 1915 Bond Assessment Districts.**

**Database Date:** 2017-2018

### C. Accelerated Foreclosure Information

Certain assessment or bond issues may contain accelerated foreclosure liens which have priority over other real property taxes and are a legal right included as part of the security for the obligation. The issuers of such bonds are often contractually required to monitor and collect delinquent assessments quickly. Accordingly these assessments are not subject to the five (5) year waiting period applicable to ad valorem real property taxes. If the real property is subject to such an assessment and the taxes are not paid promptly, the real property may be foreclosed upon and sold at public auction on an expedited basis. **Therefore, it is extremely important that the real property tax bill be paid on time to prevent the accelerated foreclosure.**

### D. Notice of Property Assessed Clean Energy (PACE) Program

Property assessed clean energy (PACE) programs allow property owners to finance energy efficiency, water efficiency and renewable energy projects on residential and commercial structures through a voluntary special tax assessment on the property. PACE programs are offered by many city, county and regional planning agencies, and have repayment periods ranging from 5 to 20 years however some may be longer.

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**WHAT THIS MEANS:** If a property owner voluntarily enters into a PACE program, a contractual assessment lien is placed on the property. The lien is repaid through installments collected on the property owner's secured county property tax bill. In certain situations the program administrator may bill the property owner directly. If the property is sold and the contractual assessment is not repaid in full, the new owner may be responsible for future assessments contributing towards repayment of the PACE contract.

**DISCLOSURES AT RESALE:** A PACE lien runs with the land. This means that the responsibility to repay the PACE lien may fall to the new owner upon transfer of the property unless the lien is paid off before closing. This fact may be material to a buyer's decision to purchase or price offered for the property. In addition, the buyer's lender may require the lien to be paid in full before closing (for certain federally backed mortgages, for example). Therefore, the property seller and his or her real estate agent may have a duty to disclose the existence of a PACE lien on the sale property.

**DISCLAIMER:** This Property Tax Report only discloses PACE special taxes documented in the county's 2017-2018 property tax roll. The Report does not include PACE special taxes first assessed or recorded after JCP-LGS obtained this tax roll information. To discover a PACE lien on the Property executed more recently, the buyer should read the preliminary title report and obtain and read all exceptions listed therein. Note that, in the title report, lien exceptions are named as recorded with the county; therefore, a PACE lien may be listed under a name that is not obvious.

**E. Approved Assessment Districts Which Have Been Formed and Authorized But Are Not Yet Funded**

Certain assessment districts may have been formed and authorized but have not yet been funded. Accordingly no assessment lien will appear in the County Assessor records. However, the information regarding such districts may appear on your preliminary report issued by a title company. If the assessment district has not been formed or funded, the improvements have also not been constructed. If the district is subsequently formed, the assessments may then appear on the property tax bill.

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### Part 3. Current Property Tax Bill Summary

#### A. Summary of 2017-2018 Property Tax Bill

The following is a summary of Database information obtained from the SAN FRANCISCO COUNTY Secured Property Tax Roll for Tax Year 2017-2018 ("Database Date"). This summary is provided for informational purposes only. The summary includes Ad Valorem taxes which are based on the property's Assessed Value as well as other Non- Ad Valorem Direct or Special Assessments. Upon transfer of ownership, the Assessed Value may be reset to the Current Market Value or Sale Price which may result in a substantial change in the Ad Valorem taxes assessed. Please see Parts 4 and 5 of this Report for more information regarding Ad Valorem taxes and Supplemental taxes.

Total Assessed Value:	\$7,332.00
1st Installment Due 11/01/2017	\$491.92
2nd Installment Due 02/01/2018	\$491.91
Total Annual Tax Liability	\$983.83

#### General Ad Valorem Taxes

AGENCY	DESCRIPTION	AMOUNT	CONTACT PHONE
BAY AREA AIR QUALITY MGMT. DISTRICT	GENERAL OPERATIONS	\$0.15	415-554-5596
BAY AREA RAPID TRANSIT DISTRICT	GENERAL OPERATIONS AND BOND DEBT SVC	\$1.08	415-554-5596
CITY AND COUNTY OF SAN FRANCISCO	GENERAL ADVALOREM TAXES	\$73.32	415-554-5596
CITY AND COUNTY OF SAN FRANCISCO	OPERATING FUNDS AND BOND DEBT SVC	\$0.56	415-554-5596
SAN FRANCISCO COMMUNITY COLLEGE	GENERAL OPERATIONS AND BOND DEBT SVC	\$1.89	415-554-5596
SAN FRANCISCO UNIFIED SCHOOLS	GENERAL OPERATIONS AND BOND DEBT SVC	\$8.95	415-554-5596
	<b>TOTAL AD VALOREM TAXES</b>	<b>\$85.95</b>	

#### Direct and/or Special Assessments

AGENCY	DESCRIPTION	AMOUNT	CONTACT PHONE
CITY OF SF SPEC ASMT DIST	APARTMENT HOUSE LICENSE FEE	\$326.00	(415) 558-6288
CITY OF SF SPEC ASMT DIST	RENT STABILIZATION FEE	\$180.00	(415) 701-2311
S. F. COMM COLLEGE DISTRICT	SFCCD PARCEL TAX	\$99.00	(415)487-2400
SAN FRANCISCO BAY RESTORATION AUTHORITY	MEASURE AA PARCEL TAX (CLEAN AND HEALTHY BAY)	\$12.00	(888) 508-8157
SF - TEACHER SUPPORT	SF-TEACHER SUPPORT	\$244.10	(415) 355-2203
**SAN FRANCISCO USD CFD 90-1	MELLO ROOS COMMUNITY FACILITIES DISTRICT	\$36.78	(415) 241-6480
	<b>TOTAL DIRECT ASSESSMENTS</b>	<b>\$897.88</b>	

\*\* Indicates Mello Roos CFD, 1915 Bond Act or PACE Program Assessment. See Part 2 "Notice of Special Tax/Assessment" for additional information regarding these items.

#### B. Available Senior Citizen Exemptions

Certain districts that levy special taxes or assessments may offer exemptions to Senior Citizens. These exemptions can result in substantial savings to qualified tax payers. The filing of an application along with annual renewal may be required. Below is the



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contact information for requesting details on filing exemptions for districts that may offer a Senior Citizen Exemption. Additional Direct Assessment Districts may offer exemptions. Therefore you may want to contact the districts to determine their policy on Senior Citizen Exemptions.

AGENCY	DESCRIPTION	AMOUNT	CONTACT PHONE
SAN FRANCISCO USD CFD 90-1	MELLO ROOS COMMUNITY FACILITIES DISTRICT	\$36.78	(415) 241-6480

See Part 4B for additional information on other exemptions that may be available to Buyer.

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**Part 4. Estimating Property Taxes After the Sale**

Instantly calculate estimated property taxes and supplemental taxes on our website (or manually calculate them below):  
<https://orderform.fanhd.com/Order/TaxCalcForm?guid=3EA4D7E79F7F40DF9034AEDD723AB3BC>

**A. Calculating Property Taxes After Sale (ESTIMATE ONLY)**

**PROPERTY TAX ESTIMATOR**

The following calculation method is provided to assist Buyer in estimating the approximate amount of property tax charges that the Residential Property may be subject to for the upcoming tax year based on the assessed valuation being equal to the sales price. The amount derived is only an estimate and is not a substitute for a tax bill from the County, nor does it anticipate new property tax charges, fees or other changes in the property tax rates for future tax years.

1	Estimated Sales Price.....	• 1	\$	
2	Estimated Ad Valorem Tax Rate.....	• 2		<b>0.0117200</b>
3	Multiply line 1 by line 2. This is your Estimated Ad Valorem Tax.....	• 3	\$	
4	Direct Assessments including Mello Roos Special Taxes and 1915 Bond Act Assessments if applicable.....	• 4	\$	<b>897.88</b>
5	Add lines 3 and 4. Total Estimated Annual Tax Amount After Sale.....	• 5	\$	

The information in this subparagraph A is an estimate only. The purpose of this "ESTIMATOR" is to assist Buyer in planning for property taxes which will be applicable after the Sale Date. This "ESTIMATOR" requires the Buyer's projection of the purchase price of the Residential Property. Please note that potential exemptions and exclusions are not reflected in this estimate. Additionally, undeveloped or recently developed properties may be subject to additional Direct Assessments not included in this estimate JCP-LGS is not responsible or liable for any losses, liabilities or damages resulting from use of this Property Tax Estimator.

**B. Exemptions & Exclusions to Ad Valorem Taxes**

California law provides certain exemptions from reassessments. The following is a list of common exemptions which may be available:

- Homeowner exemption (California Constitution Art XIII, §3 & R&T Code §218)
- Honorably discharged veterans (California Constitution Art XIII, §3 & R&T Code §205)
- Disabled veterans (California Constitution Art XIII, §4 & R&T Code §205)

California law also provides certain exclusions from reassessment. The following is a list of common exclusions which may be available:

- Persons over 55 years of age (R&T Code § 69.5)
- Severely and permanently disable persons (R&T Code § 69.5(a))
- Transfers between parents and children and grandparents and grandchildren (R&T Code § 63.1)
- Transfers into revocable trusts (R&T Code § 62)
- Interspousal transfers (R&T Code § 63)
- Improvements for seismic retrofitting (R&T Code § 74.5)
- Improvements for disabled access (R&T Code § 74.3)
- Replacement of property damaged or destroyed by disaster (R&T Code § 69)

In order to determine if Buyer may qualify for any exemptions or exclusions or to obtain a comprehensive list of available exemptions and exclusions, please contact the county tax assessor's office (415-554-5596) or visit the county website at <http://www.sfassessor.org/>. Additional information is also available on the website for the California Board of Equalization at [www.boe.ca.gov](http://www.boe.ca.gov)

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## **Part 5. Supplemental Property Tax Information**

### **A. General Information Regarding Supplemental Taxes**

California law mandates the county assessor to reappraise real property upon a change in ownership or completion of new construction. The assessor's office issues a supplemental assessment which reflects the difference between the prior assessed value and the new assessment. This value is prorated based on the number of months remaining in the fiscal tax year which ends June 30.

Notices of the supplemental assessment are mailed out to the property owners prior to the issuance of the supplemental tax bill or refund if the value is reduced. The taxes or refund based on the supplemental assessment are in addition to the regular annual tax bill.

The supplemental tax will be due from the current owner in addition to the regular tax assessment. Accordingly for the first year of ownership, Buyer should plan for this additional payment.

### **B. Supplemental Property Tax Disclosure**

The following notice is mandated by California Civil Code Section 1102.6c:

#### **NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL**

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

**The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector.**

**If you have any question concerning this matter, please call your local Tax Assessor or Collector's Office."**

SAN FRANCISCO County Assessor  
Phone: 415-554-5596  
Website: <http://www.sfassessor.org/>



**Property Tax Disclosure Report  
For SAN FRANCISCO County**

**Property Address:** 1498 UNDERWOOD AVE  
SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94124  
("Property")

**APN:** 4809-015A  
**Report Date:** 12/08/2017  
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**C. Calculating Supplemental Taxes After Sale (ESTIMATE ONLY)**

Instantly calculate estimated property taxes and supplemental taxes on our website (or manually calculate them below):  
<https://orderform.fanhd.com/Order/TaxCalcForm?guid=3EA4D7E79F7F40DF9034AEDD723AB3BC>.

**SUPPLEMENTAL TAX ESTIMATOR**

The following schedule is provided to estimate the potential amount of the supplemental taxes on a given property and does NOT include the amount of the regular annual ad valorem property tax. The following calculation provides an estimate of the supplemental property taxes that can be expected during the first year of ownership, and should be used for planning purposes only.

1	Estimated Sales Price.....	• 1	\$	_____
2	Estimated Current Assessed Value.....	• 2	\$	7,332.00
3	Subtract line 2 from line 1. Estimated Supplemental Assessed Value.....	• 3	\$	_____
4	Multiply line 3 by 0.0117200 (the Estimated Ad Valorem Tax Rate for the Residential Property). Estimated Full-Year <b>Supplemental</b> Tax Obligation.....	• 4	\$	_____

**If the Sale Date for the Residential Property falls during the months of January through May, Buyer will receive TWO supplemental tax bills: (a) one for the current partial tax year; and (b) one for the next full tax year. The supplemental taxes can be estimated by completing lines 5 through 8 below:**

5	Enter the Month-of-Sale Factor from <b>TABLE 1</b> below.....	• 5	_____
6	Multiply line 4 by line 5. Estimated Supplemental Tax Bill # 1.....	• 6	\$ _____
7	Enter the amount on line 4. Estimated Supplemental Tax Bill # 2.....	• 7	\$ _____
8	Add lines 6 and 7. Total estimated Supplemental Tax Bill.....	• 8	\$ _____

**If the Sale Date for the Residential Property falls during the months of June through December, Buyer will receive ONE supplemental tax bill. The supplemental tax can be estimated by completing lines 9 and 10 below:**

9	Enter the Month-of-Sale Factor from <b>TABLE 2</b> below.....	• 9	_____
10	Multiply line 4 by line 9. Total estimated Supplemental Tax Bill.....	• 10	\$ _____

**TABLE 1. Month-of-Sale Factor**

<b>Jan</b>	0.4167
<b>Feb</b>	0.3333
<b>Mar</b>	0.2500
<b>Apr</b>	0.1667
<b>May</b>	0.0833

**TABLE 2. Month-of-Sale Factor**

<b>Jun</b>	1.0000
<b>Jul</b>	0.9167
<b>Aug</b>	0.8333
<b>Sept</b>	0.7500
<b>Oct</b>	0.6667
<b>Nov</b>	0.5833
<b>Dec</b>	0.5000

The information in this subparagraph C is an estimate only. The purpose of this "ESTIMATOR" is to assist Buyer in planning for the supplemental taxes. The estimated supplemental tax is not a substitute for the supplemental bill and may not be relied upon as such. This "ESTIMATOR" requires the Buyer's projection of the purchase price of the Residential Property as well as month in which the transaction will be consummated. Please note that potential exemptions and exclusions are not reflected in these

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estimations JCP-LGS is not responsible or liable for any losses, liabilities or damages resulting from use of this Supplemental Tax Estimator.

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## **Part 6. State Responsibility Area Fire Prevention Fee**

In 2011, the California Legislature and Governor enacted a "Fire Prevention Fee" on habitable structures in the State's wildland fire responsibility area ("SRA"). The yearly fee, levied on property owners, paid for various activities to prevent and suppress wildfires in the SRA, and was most recently at the rate of \$152.33 per habitable structure on the property.

**Effective July 1, 2017, as authorized by Assembly Bill 398 and signed by the Governor, that fire prevention fee is suspended until 2031.**

The fire prevention activities supported by the fee will continue, but instead will be funded through a different State program – one aimed at curbing industrial emissions of carbon dioxide (also known as California's "cap-and-trade" program). For more information, please refer to the text of the Assembly bill at the following link:  
[http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201720180AB398](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB398)



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## **Part 7. Private Transfer Fee Advisory**

**Private Transfer Fee.** This is a fee imposed by a private entity such as a property developer, home builder, or homeowner association, when a property within a certain type of subdivision is sold or transferred. (It is commonly known as a "Private Transfer Tax".) It is NOT the same as a city or county Documentary Transfer Tax. A Private Transfer Fee may apply in addition to government Documentary Transfer Taxes that are due upon sale or transfer of the Property.

**Transfer Fee Defined.** California Civil Code Section 1098 defines a "Transfer Fee".

**Effective January 1, 2008, if the payment of any Transfer Fee is required in the sale or transfer of the Property, Civil Code Section 1102.6e requires Seller to notify Buyer of the existence of the fee and to disclose certain specific information about the fee.**

**How to Determine the Existence of a Transfer Fee.** If a Transfer Fee does exist affecting the Property, the document creating the fee may be on file with the County Recorder as a notice recorded against the Property and should be disclosed in the preliminary (title) report on the Property. However, the preliminary (title) report will merely disclose the existence of the documents affecting title, not the content of the documents. The title of a document may also not be sufficient to disclose that a Transfer Fee is included in its terms. Accordingly Seller should (a) request the title company which issued the preliminary (title) report to provide copies of the documents shown as "exceptions," and (b) review each document to determine if it contains a Transfer Fee.

**Parties are advised that documents regarding any Transfer Fee should be obtained early in the sale process in order to avoid delays in the transaction process and to ensure full disclosure as required by law.**

**To determine if the Property is subject to a Transfer Fee, OBTAIN COPIES OF ALL OF THE EXCEPTIONS LISTED ON THE PRELIMINARY (TITLE) REPORT FROM THE TITLE COMPANY AND READ THEM TO DETERMINE IF ANY TRANSFER FEES ARE APPLICABLE.**

**END OF TAX DISCLOSURE REPORT SECTION**  
**See Terms and Conditions at end of this Report.**

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## Environmental Screening Report

### Part 1. Introduction and Summary

The parties to the Transaction to which this Report applies ("Parties") are the owner ("Seller") of the Residential Property ("Property") on the Report Date, the buyer ("Buyer") of the Residential Property under contract of sale as of the Report Date, and their respective licensed real estate agents ("Agents"). Seller, Buyer and the Agents are sometimes referred to herein as "Party" or "Parties." JCP-LGS and the Parties are the parties to the contract that is entered into by the purchase of this Report.

**This Report discloses the results of an electronic search of specified federal and state level environmental-hazard record systems ("Databases") that are known to include contamination sites ("Sites").**

The Databases are searched for hazard Sites at standard distances from the Property. The standard search distance is not the same for all Databases, but depends upon the nature of the environmental hazard represented in the Database. JCP-LGS uses search distances that comply with the U.S. Environmental Protection Agency (EPA) "All Appropriate Inquiry" (AAI) standard for government records search (40 CFR Part 312.26) under the U.S. Small Business Liability Relief and Revitalization Act ("the Brownfields Law")

#### POINT AND LINE SOURCE METHODOLOGY

This Report does not identify the precise areas actually contaminated by an environmental hazard; rather, as a reasonable approximation, it identifies "point sources" for contamination, such as a specific Site address where a leaking underground tank was recorded. The address does not precisely reflect the location of the source of contamination on the Site, nor will it indicate the potential spread of any contamination from that source. In addition, any point source that lies beyond the standard distance searched for each Database will not be reflected in this Report -- even if it is known to be the origin of a larger contaminated area. Point sources are included in this Report as of the time they are identified in the government Database consulted by the Company. Please note that the Gas Transmission and Hazardous Liquid Pipeline disclosure (in Part 4) is based on the Property's location with respect to "line sources" represented in that Database.

The perchlorate contamination plume that is known to have affected groundwater in parts of Morgan Hill, San Martin, and possibly Gilroy is an example of a hazard Study Area. The point source responsible for it, reported to be in Morgan Hill, has not yet been officially listed on a publicly-available government site list. For current information about that Study Area, please contact the Santa Clara Valley Water District Perchlorate Hotline at 1-888-Hey-Noah (1-888-439-6624).

**To understand the information provided, please read this entire Environmental Screening Report including Part 1 through Part 6. Information about a specific Database or standard search distance is provided in Part 5.**

### Part 2. Sites Identified in Environmental Records Search

A Site must have a complete address in order for its location to be known and its distance from the Property measured. Only Sites having a complete address in the Database searched are included in this section. Site "Distance" is the straight line distance in miles between the geocoded address (latitude and longitude) of the Site and the geocoded address of the Property. If the Public Record includes a Site that is within the standard distance searched for that Database category, then that Site is (1) listed as "Found" in the table below and at the beginning of this disclosure Report is (2) shown on the "Map of Sites Found" and (3) noted as "IN" in the "Summary of Environmental Screening Determinations" for the applicable Database category. JCP-LGS recommends further investigation of any Site(s) listed below.

Codes indicating the status of a Site are explained as follows:

**Open** = Site listed as undergoing clean-up, investigation, or referral to another agency; or as non-active, abandoned or absorbed but not closed or completed.

**Closed** = Site listed as clean-up completed, release secured, no further remedial action planned, case closed, or delisted.

**Active (or Inactive)** = Site facility listed as actively (or not actively) engaged in a type of activity regulated under RCRA.

**N/A** = Not Applicable - site listed as uncontaminated, or as using or storing hazardous substances.

**N/P** = Not Provided - site status not supplied on agency list used.

Found	None Found	Database Searched (with standard search distance)
	X	National Priorities List (Federal "Superfund" list) - 1 mile
	X	Federal Resource Conservation and Recovery Act (RCRA) - Corrective Actions List - 1 mile
X		California State Response List (includes Active Annual Workplan, AWP, sites) - 1/2 mile

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	Listed Site Name	Address	Case No.	Status	Distance (miles)
	BAY AREA DRUM COMPANY	1212 THOMAS AVENUE SAN FRANCISCO, CA 94124	38280112	Closed	0.338024
	METTEN AND GEBHARD	1775 EGBERT AVENUE SAN FRANCISCO, CA 94124	38310001	Closed	0.472748
<b>X</b>	California Spills, Leaks, Investigation and Cleanup (SLIC) List - 1/2 mile				
	Listed Site Name	Address	Case No.	Status	Distance (miles)
	5700 3RD ST	5700 3RD ST SAN FRANCISCO, CA 94124	T0607591570	Closed	0.288790
	BAY AREA DRUM	1212 THOMAS AVENUE SAN FRANCISCO, CA 94124	SL18336756	Closed	0.338024
<b>X</b>	California Solid Waste Landfill Sites (SWIS) List - 1/2 mile				
	Listed Site Name	Address	Case No.	Status	Distance (miles)
	OP Trucking, Inc.	1245 Van Dyke Ave., San Francisco	38-AA-0021	Open	0.283462
	S F Recovery Inc.	2401 Ingalls St., San Francisco	38-AA-0020	Open	0.331873
<b>X</b>	California Leaking Underground Storage Tank (LUST) List (see status explanation below) - 1/4 mile				
	Listed Site Name	Address	Case No.	Status	Distance (miles)
	Commercial	1469 Van Dyke Ave San Francisco, CA 94124	T0607591198	Closed	0.071685
	Commercial	1431-1435 Van Dyke Avenue San Francisco, CA 94124	T0607501331	Closed	0.092566
	Evergood Sausage	1389 Underwood Ave San Francisco, CA 94124	T0607500499	Closed	0.126492
	Residence	1536 Wallace Ave San Francisco, CA 94123	T0607500816	Closed	0.127460
	Super Soap Co.	1526 Wallace Ave San Francisco, CA 94124	T0607500913	Closed	0.131242
	Warehouse	1526 Wallace Ave San Francisco, CA 94124	T0607500822	Closed	0.131242
	Commercial Property	1401 Shafter St San Francisco, CA 94124	T0607591185	Closed	0.133158
	SEVEN UP BOTTLING CO. OF S.F.	1590 Yosemite Avenue San Francisco, CA 94124	T0607500005	Closed	0.163006
	Commercial Cosntruction Site	5300 03rd St San Francisco, CA 94124	T0607501359	Closed	0.167951
	West Coast Plumbing	2230 Lane Street San Francisco, CA 94124	T0607500378	Closed	0.185661
	A. Modesto Poultry Co.	5144 03rd St SAN FRANCISCO, CA 94124	T0607500484	Closed	0.224757
	Unocal Station #3500	5545 03rd St San Francisco, CA 94124	T0607500362	Closed	0.226535



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Continental Baking Co.	1920 Ingalls Street San Francisco, CA 94124	T0607500456	Closed	0.234514
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**CLOSED SITES REMAIN OFFICIALLY LISTED:** All Sites listed on the State's Leaking Underground Storage Tank Information System (LUSTIS) have been identified to have had a leaking storage tank. Many LUST Sites have been cleaned up and their cases "Closed", and this is noted above if applicable. Parties should be aware that LUST Sites remain in the LUSTIS database even after they have been closed, and are included in this Report if found by our search. Leaking underground storage tanks are the most common type of contamination.

Storage tank leaks are often less extensive than other types of contamination releases and usually do not extend beyond the real property on which the tank is located. **For specific information about a Site listed above, please see Part 5 of this Report and contact the agency responsible for maintaining that Database.**

### **PART 3. Sites Missing Key Location Information**

Many environmental hazard Sites in the Databases searched have incomplete or inaccurate address information. Those Sites cannot be precisely or reliably located and could potentially be anywhere in the Property's city, county, or state. They are, therefore, considered "unlocatable".

A sample of unlocatable sites that may be in the vicinity is listed below. A full list of ALL unlocatable California sites that include a zip code is available at the web address below:

[http://www.firstampr.com/sites/default/files/Current\\_List\\_of\\_Unlocatable\\_Sites\\_by\\_Zip\\_Code.xlsx](http://www.firstampr.com/sites/default/files/Current_List_of_Unlocatable_Sites_by_Zip_Code.xlsx)

Status codes for the unlocatable Sites are the same as noted above for the Sites "Found".

No.	Site Name	Address	Case No.	Status	Database
1	Bay View Green Waste Mgt. Company	1300 Carrol Way, San Francisco	38-AA-0015	Open	CA_SWIS
2	BayView Plume Study Area	Near intersection of Shafter Avenue & Hawes Street SAN FRANCISCO, CA 94124	70000015	Open	CA_DTSC_RESPONSE
3	49ERS STADIUM	49ERS STADIUM CANDLESTICK POINT SAN FRANCISCO, CA 94124	SL18364784	Closed	CA_SLIC
4	McGarvey Property	Hunter's Point Blvd San Francisco, CA 94124	T10000007983	Open	CA_SLIC
5	SF Electric Reliability Project	4 acre parcel near 25th & Maryland St. SAN FRANCISCO, CA 94124	SL0607583505	Open	CA_SLIC
6	CALIFORNIA BEVERAGES	7 CESAR CHAVEZ ST SAN FRANCISCO, CA 94124-	T0607592690	Closed	CA_LUST
7	Carpet Connection	390 Bayshore Bl San Francisco, CA 94124	T0607500391	Closed	CA_LUST
8	CCSF - Pier 80	0 Cesar Chavez St/Pier 80 San Francisco, CA 94124	T0607500270	Open	CA_LUST
9	COMMERCIAL PROPERTY	470 BAYSHORE BLVD SAN FRANCISCO, CA 94124	T0607525430	Closed	CA_LUST
10	Dr Charles Drew Elem School	50 Pomons Street San Francisco, CA 94124	T0607501157	Closed	CA_LUST
11	Sartor Property	280 Bayshore Bl San Francisco, CA 94124	T0607501210	Closed	CA_LUST

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## **PART 4. Oil & Gas Well Locations Within 1/4 Mile Of Property**

No oil or gas well locations were identified within a radius of one-fourth (1/4) of one (1) mile of the Residential Property, based on a search of valid geographic coordinates contained in the current Statewide All Wells Database maintained by the California Department of Conservation, Division of Oil, Gas and Geothermal Resources (DOGGR) ("All Wells Database").

Buyer is advised that additional wells may exist in the area of the Property which are not contained in the All Wells Database. Wells that do not have valid geographic coordinates in the All Wells Database are not disclosed in this Report. The physical property boundaries of well locations and the Property are not factored into the calculation of the specified search radius.

**EXPLANATION:** The All Wells Database includes approximately 230,000 well location records. This database is searched for well locations within one-fourth (1/4) of one (1) mile around the geocoded point representing the Residential Property. Well locations, if any, within the specified parameters are listed in the table above.

Of the approximately 230,000 wells identified in the All Wells Database, 105,000 are classified as new, active, or idle in the latest Statewide All Wells Database release. The majority of remaining wells have been sealed under supervision of the DOGGR. A smaller number have been deserted and have no known responsible operator.

California has established laws with respect to well drilling, operation, maintenance, and abandonment to "prevent, as far as possible, damage to life, health, property, and natural resources; damage to underground oil and gas deposits from infiltrating water and other causes; loss of oil, gas, or reservoir energy, and damage to underground and surface waters suitable for irrigation or domestic purposes by the infiltration of, or the addition of, detrimental substances." (California Public Resources Code §3106).

The DOGGR is responsible for maintenance of orphaned wells. To defray the maintenance costs, oil companies pay the State 4.3 cents per barrel a year. A portion of this assessment funds the Orphan Well Plugging Fund ("Fund") with an annual \$1 million budget. Since its inception in the 1970's, the Fund has facilitated the plugging of wells by hired contractors. The selection process for wells to be plugged considers numerous factors including, but are not limited to, the proximity of wells to populated areas, the amount of pressure in well reservoirs, and other hazards.

For a complete listing and explanation of well status codes, visit the following DOGGR web page:

<http://www.conservation.ca.gov/dog/maps/Pages/GISMapping2.aspx>

**FOR MORE INFORMATION:** Ownership information of oil, gas, mineral, geothermal and other subsurface rights regarding the Residential Property may be disclosed in a preliminary (title) report or title commitment. The DOGGR does not use the County Assessor Parcel Number or site address to locate wells or leases, and therefore, the APN and address cannot be used to determine if there is a well on a specific property. To help tell if there is a well on a property, oilfield maps may be available on the DOGGR website (<http://www.conservation.ca.gov/dog/maps/Pages/GISMapping2.aspx>). In addition, the DOGGR Online Mapping System (<http://maps.conservation.ca.gov/doms/doms-app.html>) allows users to search well locations by API Number, Property Address, Geographic Coordinates, or Field Name. For detailed information about a specific well, reference the unique "API Number" that the DOGGR has assigned to it. The DOGGR website provides an online well search by API number at <http://opi.consrv.ca.gov/opi/opi.dll>.

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## **Part 5. NPMS Gas Transmission and Hazardous Liquid Pipelines Within 2,000 Feet of the Residential Property**

Buyer is advised to carefully review the limitations of the Public Record noted below as to the important limitations regarding the National Pipeline Mapping System (NPMS) and the NPMS Public Map Viewer used for making this determination. For more information please visit the NPMS Public Map Viewer (<https://www.npms.phmsa.dot.gov/PublicViewer/>).

**EXPLANATION:** Proximity to a pipeline does not of itself indicate a safety risk. However, on September 9, 2010, a Pacific Gas and Electric (PG&E) natural gas transmission pipeline exploded in San Bruno, California, causing loss of life and extensive property damage. Following this incident much attention has focused on the presence of natural gas and hazardous liquid pipelines in the vicinity of residential neighborhoods. As a result, PG&E has notified residents and businesses within 2,000 feet of PG&E's natural gas transmission pipelines about their proximity.

This disclosure covers gas "transmission" and hazardous liquid pipelines only. It is important to note that every home that uses natural gas is connected to a gas "distribution" pipeline. Distribution pipelines are generally of smaller size and lower pressure than transmission pipelines. This disclosure does not include distribution pipelines nor is it meant to indicate there is no risk associated with distribution lines. While proximity to a pipeline does not of itself indicate a safety risk, excavation near a pipeline poses a definite hazard. For this reason, this disclosure includes an advisory about how to spot and avoid buried pipelines on and near a property.

The U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA) administers the national regulatory program to monitor the transportation of natural gas, liquefied natural gas (LNG), and hazardous liquids by pipeline. PHMSA and the U.S. Office of Pipeline Safety (OPS) maintain a database of pipeline information called the **National Pipeline Mapping System (NPMS)** in cooperation with other federal and state governmental agencies and the pipeline industry. The NPMS is created using data compiled from mandatory submissions to PHMSA made by operators of pipelines and LNG plants, and from voluntary submissions made by breakout tank operators. The data is processed by private contractors. Since 2002, transmission pipeline and LNG plant facility operators are required to update their submissions annually.

The PHMSA website provides a **Public Map Viewer** that allows the general public to view pipeline maps in one county at a time. The viewer displays maps and associated data identifying transmission pipelines, LNG plants, and breakout tanks stored in the NPMS database. The data include information about the pipeline commodity (e.g., natural gas or liquid fuel), pipeline operator, agency contact, etc. The Public Map Viewer can be accessed at the following address:  
<https://www.npms.phmsa.dot.gov/PublicViewer/>

This pipeline disclosure is based on a proximity search of the gas transmission pipelines and hazardous liquid pipelines depicted in NPMS Public Map Viewer at a scale of approximately 1:24,000. That map scale is the maximum resolution at which pipelines are displayed. At that map scale one inch on the map equals approximately 2,000 feet on the ground, which is the same scale as regulatory maps required for statutory natural hazard disclosure in California.

This pipeline disclosure is provided as an accommodation and is subject to the following **limitations in the Public Record:**

- Access to the original digital data in the NPMS database (on which the public maps are based) is restricted to federal, state, and local government agencies (including emergency responders). Pipeline operators are allowed access to their own pipeline data only.
- Pipeline locations in the NPMS database are accurate to plus or minus 500 feet.
- Neither the United States government nor any party involved in the creation and compilation of NPMS data and maps guarantees the accuracy or completeness of its product.
- Because the NPMS digital data are restricted from public access, any disclosure based on the NPMS Public Map Viewer may be subject to some positional inaccuracies in addition to those acknowledged by NPMS.
- Neither this disclosure nor NPMS data should ever be used as a substitute for calling "811" -- the federally-mandated "Call Before You Dig" one-call center -- prior to any digging project.

### **How to Spot a Pipeline Easement**

**Read the Preliminary Title Report** A pipeline right-of-way is a strip of land over and around pipelines where some of the property owner's legal rights have been granted to a pipeline company. A right-of-way agreement between the pipeline company and the property owner is also called an easement and is usually filed in the public records with property deeds. Rights-of-way and easements provide a permanent, limited interest in the land that enables the pipeline company to operate, test, inspect, repair, maintain, replace, and protect one or more pipelines on property owned by others. The agreement may vary the rights and widths of the right-of-way, but generally, the pipeline company's right-of-ways extend 25 feet from each side of a pipeline unless special conditions exist.

**To determine if the Property includes a pipeline right-of-way or easement, OBTAIN COPIES OF ALL OF THE EXCEPTIONS LISTED ON THE PRELIMINARY (TITLE) REPORT FROM THE TITLE COMPANY AND READ THEM.**



# JCP-LGS Residential Property Disclosure Reports

## Environmental Screening Report

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**Call Before You Dig - Every Time!** In 2000, the U.S. Department of Transportation and the utility industry created the Common Ground Alliance (CGA), a trade association to work with all industry stakeholders in an effort to prevent damage to underground utility infrastructure and ensure public safety and environmental protection. The result is the **"Call Before You Dig - 811 Service"**. Whether you are a homeowner or a professional excavator, every digging job requires a call to "811" - even small projects like planting trees or shrubs. If you hit an underground utility line while digging, you can harm yourself or those around you, disrupt service to an entire neighborhood and potentially be responsible for fines and repair costs. One call to 811 gets your underground utility lines marked for FREE.

**Signs of Buried Pipelines** Since pipelines are usually buried underground, line markers and warning signs like the ones shown here are used to indicate their approximate location along the pipeline route. The markers and signs are in high-visibility colors (yellow or orange) and are located at frequent intervals along the pipeline right-of-way. The markers can be found where a pipeline intersects a street, highway, railway, or waterway, and at other prominent points along the route. The markers display the material transported in the line, the name of the pipeline operator, and a telephone number where the operator can be reached in the event of an emergency. Pumping stations, tank farms, and cleared rights-of-way also help signal that a pipeline is located nearby.



Markers and warning signs only indicate the general location of a pipeline. They cannot be relied upon to indicate the exact position of the pipeline they mark. Also, the pipeline may not follow a straight course between markers. And, while markers are helpful in locating pipelines, they are limited in the information they provide. They provide no information, for example, about the depth or number of pipelines in the vicinity.

## EXPLANATION OF THE DATABASES USED IN THIS REPORT

This Report uses the following Databases as of the date specified:

### 1) NATIONAL PRIORITIES LIST ("NPL" - commonly called "Superfund" or "CERCLIS" site list) as of 12 Sep 2016

The National Priorities List is a U.S. Environmental Protection Agency ("USEPA") database which includes Sites where known releases or threatened releases of hazardous substances, pollutants, or contaminants have occurred. As a part of the Superfund cleanup program, the NPL helps the USEPA determine which Sites warrant further investigation to assess human health and environmental risks, identify what remedial actions may be appropriate, notify the public of Sites believed to warrant further investigation, and serve notice to potentially responsible parties that the USEPA may initiate remedial action. Some NPL Sites encompass relatively large areas. Search Distance: one (1.0) mile. Responsible Agency: USEPA

**Public Record:** Facilities located in California listed as NPL Status code "A" (Site is Part of NPL Site), "D" (Deleted from the Final NPL), "F" (Currently on the Final NPL), "P" (Proposed for NPL), "R" (Removed from Proposed NPL), or "W" (Withdrawn) in the Region IX Active CERCLIS database obtained from USEPA. Facilities assigned NPL Status code "N" (Not on the NPL) are not disclosed in this Report.

**For More Information:** Contact the Environmental Protection Agency Superfund Hotline at (800) 424-9346 to speak with a Superfund consultant to request information from the individual Site Fact Sheet. This help-line can also provide the telephone number of the local Community Relations Coordinator for the Site in question and the location of the local information repository for that Site. The USEPA's official Internet website address is:

<http://www.epa.gov/superfund/index.htm>

### 2) RESOURCE CONSERVATION & RECOVERY ACT--CORRECTIVE ACTION list ("RCRA-COR") as of 12 Sep 2016.

RCRA (pronounced "ric-ra") is a federal law enforced by the U.S. Environmental Protection Agency ("USEPA") that requires safeguards on the use and disposal of household, municipal, commercial and industrial refuse. The goals of the law are to protect human health and the environment from the potential hazards of waste disposal, to reduce the amount of waste generated, and to ensure that wastes are managed in an environmentally sound manner. Under the Corrective Action program, the USEPA permits and monitors the cleanup of hazardous waste contamination. Search Distance: one (1.0) mile. Responsible Agency: USEPA

**Public Record:** "Subject to Corrective Action" facilities identified using USEPA's RCRAInfo Hazardous Waste Query Form for California.

**For More Information:** Contact the Environmental Protection Agency at (800) 424-9346 to speak with a consultant to request information from the individual Site Fact Sheet. The USEPA's official Internet website address is:

<http://www.epa.gov/enviro/html/rcris/index.html>

### 3) CALIFORNIA ENVIROSTOR STATE RESPONSE list as of 13 Sep 2016.

**Environmental Screening Report  
For SAN FRANCISCO County**

**Property Address:** 1498 UNDERWOOD AVE  
SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94124  
("Property")

**APN:** 4809-015A  
**Report Date:** 12/08/2017  
**Report Number:** 2208697

The State Response list, a part of California's "Envirostor" database, identifies sites of confirmed hazardous materials releases where the Department of Toxic Substances Control ("DTSC") is involved in cleanup activities, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk, according to the DTSC. The State Response list includes the sites formerly contained in the "Active Annual Workplan (AWP)" list. Search Distance: 1/2 mile. Responsible Agency: State EPA/DTSC

**Public Record:** Sites listed as "State Response" under "Site\_Facility\_Type" in the EnviroStor Cleanup Sites database obtained from the Department of Toxic Substances Control. Please note that a given Site may have more than one record if the Site has more than one activity Status or EnviroStor ID assigned to it.

**For More Information:** Contact the State Environmental Protection Agency Department of Toxic Substances Control at: (916) 323-3400

**4) SPILLS, LEAKS, INVESTIGATION & CLEANUP list ("SLIC") as of 13 Sep 2016.**

The California SLIC Program oversees soil and water investigations, corrective actions, and assessments at Sites with current or historic unauthorized discharges and covers all types of pollutants (such as solvents, petroleum fuels, heavy metals, pesticides, etc.). As of January 1, 2005, all SLIC data is required to be submitted to the Geotracker database of the State Water Resources Control Board ("SWRCB"). Information on individual Sites may be available online at <http://geotracker.waterboards.ca.gov>. Please note that according to the SWRCB, "data is undergoing data cleanup and may contain errors". **Search Distance: 1/2 mile. Responsible Agency: SWRCB**

**Public Record:** Sites identified as "Cleanup Program Site" in the GeoTracker database obtained from the State Water Resources Control Board GeoTracker website.

**For More Information:** For details about a particular site, please visit GeoTracker at <http://geotracker.waterboards.ca.gov> Using the Identifier tool and clicking on the site on the graphic map interface, you can access a report that includes the case number and contact telephone number for the agency with more information on this site. If you know case number, you may access the record using Case Finder at <http://geotracker.waterboards.ca.gov/search.asp>.

**5) SOLID WASTE INFORMATION SYSTEM list ("SWIS") as of 13 Sep 2016.**

Solid waste landfill sites vary from state to state and may include active landfills, inactive landfills, incinerators, transfer stations, recycling facilities, and other facilities where solid waste is treated or stored. The California Integrated Waste Management Board ("CIWMB") tracks such Sites via its Solid Waste Information System database. SWIS contains information on facility type, regulatory and operational status, type of wastes received, and local enforcement actions. Please note that these Sites are simply regulated facilities and are not classified as being "contaminated" by the Board. Search Distance: 1/2 mile. Responsible Agency: CIWMB

**Public Record:** Sites listed in the "SwisGis.txt" database obtained from the California Integrated Waste Management Board Solid Waste Information System website.

**For More Information:** Contact the Board's "Solid Waste Information Center" at (916) 341 6320 and ask for the Associate Waste Management Specialist who should be able to answer some limited general questions. For more information, please contact the CIWMB in Sacramento or visit <http://www.calrecycle.ca.gov/SWFacilities/Directory/search.aspx> on the Internet.

**6) LEAKING UNDERGROUND STORAGE TANK list ("LUST") per GEIMS/GeoTracker Information Management System as of 13 Sep 2016.**

The LUST database is also known as the "LUFT" database because it includes records of leaking underground fuel tanks. LUSTs may be a significant source of soil and groundwater contamination. The State Water Resources Control Board ("SWRCB") maintains a database of LUSTs known as the Leaking Underground Storage Tank Information System ("LUSTIS") which was recently supplanted by the statewide GEIMS/GeoTracker information management system. LUSTIS contains the locations of all reported LUSTs, as well as the contents and status of the LUSTs. Search Distance: 1/4 mile. Responsible Agency: SWRCB

**Public Record:** Sites identified as "LUST Cleanup Site" in the GeoTracker database obtained from the State Water Resources Control Board GeoTracker website.

**For More Information:** For general questions, telephone the State Water Resources Control Board's Clean Water Desk in Sacramento at (866) 480-1028. Information on specific Sites is available at [www.swrcb.ca.gov](http://www.swrcb.ca.gov) or visit their official Internet site at <http://geotracker.waterboards.ca.gov>.

**7) CALIFORNIA STATEWIDE ALL WELLS DATABASE as of 07 Oct 2016.**

The California Division of Oil, Gas, and Geothermal Resources, California Department of Conservation ("DOC"), maintains a database of oil, gas and geothermal wells in the state. Of the approximately 230,000 wells identified in the All Wells Database, approximately 105,000 are still in use. The majority of remaining wells have been sealed under supervision of the DOGGR. A smaller number have been deserted and have no known responsible operator. **Search Distance: 1/4 mile. Responsible Agency: State Department of Conservation**

**JCP-LGS Residential Property Disclosure Reports**  
**Environmental Screening Report**  
**For SAN FRANCISCO County**

**Property Address:** 1498 UNDERWOOD AVE  
SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94124  
("Property")

**APN:** 4809-015A  
**Report Date:** 12/08/2017  
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**Public Record:** Well locations listed in the Statewide All Wells Database obtained from the Department of Conservation, Division of Oil, Gas and Geothermal Resources.

**For More Information:** Contact the State Department of Conservation, Division of Oil, Gas and Geothermal Resources at: (916) 445-9686.

**8) NATIONAL PIPELINE MAPPING SYSTEM (NPMS) GAS TRANSMISSION AND HAZARDOUS LIQUID PIPELINES as of 31 Oct 2016.**

The National Pipeline Mapping System (NPMS) is a geographic information system (GIS) created by the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS) in cooperation with other federal and state governmental agencies and the pipeline industry. The NPMS is created using data compiled from mandatory submissions made by pipeline, LNG (Liquid Natural Gas) plant operators, and voluntary submissions made by breakout tank operators. The data is processed by private contractors. Neither the United States government nor any party involved in the creation and compilation of NPMS data and maps guarantees its accuracy or completeness. NPMS data should be considered no more accurate than +/- 500 feet and must never be used as a substitute for contacting the appropriate one-call center prior to digging. PHMSA restricts access to the NPMS to federal, state, and local government agencies (including emergency responders). Pipeline operators are allowed access to their own pipeline data only. NPMS Public Map Viewer (<https://www.npms.phmsa.dot.gov/PublicViewer/>) allows the general public to view available data one county at a time and at a limited zoom level in accordance with PHMSA's security policy. Search Distance: 2,000 feet. Responsible Agency: PHMSA

**Public Record:** Gas transmission pipelines and hazardous liquid pipelines as depicted on the NPMS Public Map Viewer at a scale of 1:24,000.

**For More Information:** To identify a specific pipeline owner/operator, please use the NPMS Public Map Viewer at the URL provided above. For policy and technical questions regarding NPMS, please contact PHMSA.

**WANT MORE INFORMATION?**

There is no single government agency that handles information for all contaminated Sites. Multiple agencies are responsible for organizing clean-up efforts at different types of Sites. Each generally maintains files on the Sites they oversee with information on the type and extent of contamination, clean-up efforts etc. There is also the possibility that the file may have no additional information. For general information, refer to the discussions in this Report. If your question isn't answered there, call us here at JCP-LGS. We will try and answer them for you.

In the list of databases above, there is the name and telephone number of the agency overseeing that site. Agencies are limited to answering general questions. **NOTE!** Additional information on a site may be limited and the government agency you contact will not venture opinions.

**How to Obtain Generalized Environmental Information**

Brochures published by the Environmental Protection Agency (EPA) are a good source of general information. County health departments may have a health and safety officer or a "hazmat" (hazardous materials) specialist that can answer general questions also. The telephone number for the local Department of Health should be listed in the telephone book.

- Environmental Protection Agency Drinking Water Hotline: **(800) 426-4791**
- Federal Environmental Protection Agency Public Information Office: **(866) 372-9378**
- California Environmental Protection Agency: **(916) 445-3846**

**BACKGROUND ABOUT ENVIRONMENTAL HAZARDS**

JCP-LGS provides a consumer guide titled, "Guide to Environmental Hazards", as a supplement to this environmental Report. This "plain-English" supplement discusses and explains environmental hazards and what they mean for residential property transactions. The guide may be freely downloaded (as a PDF document) and printed from our website at the following address:

[http://www.firstamprps.com/sites/default/files/jcp-lgs\\_residential\\_environmental\\_hazards\\_guide.pdf](http://www.firstamprps.com/sites/default/files/jcp-lgs_residential_environmental_hazards_guide.pdf)



**Property Address:** 1498 UNDERWOOD AVE  
SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94124  
("Property")

**APN:** 4809-015A  
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## **TERMS and CONDITIONS**

### **ACCEPTANCE OR USE OF THIS REPORT CONSTITUTES APPROVAL AND ACCEPTANCE OF THE TERMS, CONDITIONS, AND LIMITATIONS STATED HEREIN.**

The Report ("Report") is subject to each of the following Terms and Conditions. Each Recipient (defined below) of the Report agrees that the Report is subject to the following Terms and Conditions, and each Recipient agrees to be bound by such. Use of this Report by any Recipient constitutes acceptance of the Terms and Conditions to the Report. The Terms and Conditions below are incorporated by this reference into the Report. **This Report is not an insurance policy.**

This Report is made for the real property specifically described in the Report (the "Property") and solely for the transaction for which it was originally purchased ("Transaction"). The Property shall not include any property beyond the boundaries of the real property described in the Report. The Property shall not include any structures (whether located on the Property, or not), easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lanes, ways, or waterways.

**IMPORTANT NOTICE:** Transferor(s) and transferee(s) shall read the complete Report in its entirety before the close of escrow. A "Signature Page" or "Summary Pages" document may be included in the electronic delivery of this Report. Those documents do not replace the complete Report or remove the need to read the complete Report, and do not remove the requirement to disclose. The Signature Page and Summary Pages documents are subject to the Terms and Conditions of the complete Report.

- A. **No Third Party Reliance on This Report.** Only the transferor(s) and transferee(s), and their agents/brokers, if any, involved in the Transaction (collectively, the "Recipients") may use and rely on this Report and only after they have paid in full for the Report. While disclosures made on the Natural Hazard Disclosure Statement in the Report may indicate certain risks to the Property, the disclosures are only "...between the transferor, the transferor's agents, and the transferee, and shall not be used by any other party, including, but not limited to, insurance companies, lenders, or governmental agencies, for any purpose." Cal. Civil Code section 1103.2, subdivision (g).
- B. **Seller and Seller's Agent's Responsibility of Full Disclosure.** Recipients are obligated to make disclosures, and always disclose material facts, that are within their actual knowledge.
- C. **Scope of Report.** This Report is limited to determining whether the Property is in those specified natural hazard zones and property tax districts, and in proximity to those specified environmental sites (depending on the report product ordered), as defined in the Report. The Report is not a geologic report or a land survey and no site inspection has been made in producing the Report. JCP-LGS makes no determination, expresses no opinion or view, and assumes no responsibility in this Report concerning the right, entitlement, or ability to develop or improve the Property. JCP-LGS has no information concerning whether the Property can be developed or improved. No determination is made and no opinion is expressed, or intended, by this Report concerning structures or soils on or outside of the Property, including, without limitation, habitability of structures or the Property, suitability of the Property for construction or improvement, potential for soil settlement, drainage, soil subsidence, or other soil or site conditions. The Recipient(s) is advised to consult the local Planning Department to determine whether factors beyond the scope of this Report may limit the transferee(s) ability to use or improve the Property.  
  
The Report is not a title report, and no determination is made and no opinion is expressed, or intended, by this Report as to title to the Property or liens against the Property, recorded or otherwise, or whether the Property is comprised of legal lots in conformance with the California Subdivision Map Act or local ordinances. The Report is not a property inspection report, and no determination is made and no opinion is expressed, or intended, by this Report concerning architectural, structural, mechanical, engineering, or legal matters, or the marketability or value of the Property. JCP-LGS has not conducted any testing or physical or visual examination or inspection of the Property, nor is this Report a substitute for any such testing, physical or visual examination, or inspection.
- D. **Tax and Environmental Disclosures (if included in Report).** No determination is made and no opinion is expressed, or intended, by the Report concerning the existence of property tax liabilities, or the existence of hazardous or toxic materials or substances, or any other defects, on, under, or in proximity to the Property, unless specifically described in the Report. JCP-LGS's total liability for any error or omission in its disclosures relating to taxes and/or environmental matters shall be limited to actual proven damages not to exceed \$10,000.
- E. **JCP-LGS Database Updates.** Each database used in this Report is updated by the responsible agency at various intervals. Updates for a database are determined by the responsible agency and may be made at any time and without notice. JCP-LGS maintains an update schedule and makes reasonable efforts to use updated information. For these reasons, JCP-LGS reports information as of the date when the database was last updated by JCP-LGS. That date is specified as the "Database Date" for each database.
- F. **Statutory and Additional Disclosures, Advisories, and Local Addenda (if included in Report).** No determination is made and no opinion is expressed, or intended, by this Report concerning the need to purchase earthquake or flood insurance for the Property. In preparing the Report, JCP-LGS accurately reported on information contained in Government Records. JCP-LGS reviewed and relied upon those Government Records specifically identified and described in the Report. JCP-LGS has not reviewed or relied upon any Government Records that are not specifically identified in the Report. JCP-LGS also has not reviewed any plat maps, survey maps, surveyor maps, assessor maps, assessor parcel maps, developer maps, or engineering maps, whether or not such maps have been recorded. No determination is made and no opinion is expressed, or intended, by the Report concerning any matters identified in Government Records that were not reviewed by JCP-LGS. Local Addenda, where applicable, are included "AS IS" as an accommodation to the local real estate board that provided the content; JCP-LGS assumes no responsibility for the accuracy of any information included in the Local Addenda.
- G. **FEMA Flood Determination Certificate (if accompanying the Report).** No determination is made and no opinion is expressed, or intended, by the Report concerning the requirement for or cost of flood insurance on the Property. Recipient(s) understands that a lender may require flood insurance to secure its loan collateral independent of whether FEMA may require flood insurance under the National Flood Insurance Program on a federally backed mortgage. The FEMA Flood Determination Certificate ("Flood Certificate"), which may accompany the Report, is produced by a third-party expert certified by FEMA to provide Flood Certificates. JCP-LGS assumes no liability for errors in that third-party flood determination.

**Property Address:** 1498 UNDERWOOD AVE  
SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94124  
("Property")

**APN:** 4809-015A  
**Report Date:** 12/08/2017  
**Report Number:** 2208697

- H. **Changes to Government Record after Report Date.** This Report is issued as of the Report Date identified in the Report. JCP-LGS shall have no obligation to advise any Recipient of any information learned or obtained after the Report Date even if such information would modify or otherwise affect the Report. Subsequent to JCP-LGS acquisition of Government Records, changes may be made to said Government Records and JCP-LGS is not responsible for advising the Recipients of any changes. JCP-LGS will update this Report upon request and at no charge during the transaction process for which this Report was issued, but not to exceed one year from the date of the Report. Likewise, JCP-LGS is not liable for any impact on the Property that any change to the Government Records may have.
- I. **Government Record Sources.** JCP-LGS relies upon the Government Records specifically identified in the Report without conducting an independent investigation of their accuracy. JCP-LGS assumes no responsibility for the accuracy of the Government Records identified in the Report. JCP-LGS makes no warranty or representation of any kind, express or implied, with respect to the Report. JCP-LGS expressly disclaims and excludes any and all other express and implied warranties, including, without limitation, warranties of merchantability or fitness for a particular purpose. The JCP-LGS Report is "AS IS".
- J. **Limitation of JCP-LGS's Liability**
1. JCP-LGS is not responsible for:
    - Any inaccuracies or incompleteness of the information in the Public Records.
    - Inaccurate address information provided for the Property.
    - Any other information not contained in the Public Records as of the Report Date.
    - Any information which would be disclosed by a physical inspection of the Property.
    - Any information known by one of the Parties.
    - The health or risk to humans or animals that may be associated with any of the disclosed hazards.
    - The costs of investigating or remediating any of the disclosed hazards.
  2. Except as otherwise expressly set forth in these Terms and Conditions, JCP-LGS's total liability and responsibility to all Recipients collectively for any and all liabilities, causes of action, claim or claims, including but not limited to claims for breach of contract or negligence, shall be for actual proven damages only caused directly by JCP-LGS's error. In no event shall JCP-LGS's total liability exceed the difference between the amount actually paid for the property and the fair market value on the date of the disclosure, as measured by a retrospective appraisal performed by a licensed professional appraiser under the Uniform Standards of Professional Appraisal Practice. JCP-LGS expressly disclaims any liability for Recipients' indirect, incidental and/or consequential damages, including, without limitation, lost profits, even if such damages are foreseeable, and Recipients hereby waive and release any right to assert a claim against JCP-LGS for such amounts. In the event of any error, omission or inaccuracy in the JCP-LGS Report for which JCP-LGS is liable, JCP-LGS shall have no duty to defend or pay any attorneys' fees, costs or expenses incurred by the Recipients, or any of them. The Recipients, and each of them, expressly waive the benefits of California Civil Code Section 2778 and 1542 and any other similar provisions. Section 1542 provides that "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."
- K. **Reporting of Risk Elements for Condominium Projects, Planned Unit Developments, and Other Properties with Common or Undivided Interests.** Because California's Residential Natural Hazard Disclosure Law requires disclosure if any portion of the Property is located within a specified natural hazard area/zone, the Report must indicate that the subject Property falls within the area/zone if any portion of such a condominium project, planned unit development, or common area is located within a specified hazard area/zone.
- L. **Governing Law.** The Report shall be governed by, and construed in accordance with, the laws of the State of California.
- M. **Small Claims or Arbitration.** This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration. All disputes and claims arising out of or relating to the Report must be resolved by binding arbitration. This Report to arbitrate includes, but is not limited to, all disputes and claims between JCP-LGS, transferor(s) and transferee(s) and claims that arose prior to purchase of the Report. This agreement to arbitrate applies to transferor(s) and transferee(s) successors in interest, assigns, heirs, spouses, and children. As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.
- Any arbitration must take place on an individual basis, JCP-LGS, transferor(s) and transferee(s) agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to consider claims for injunctive or declaratory relief, or to grant relief effecting anyone other than the individual claimant.
- The arbitration is governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is \$75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules. **A COPY OF THESE RULES IS AVAILABLE FROM THE AAA'S WEB SITE AT [WWW.ADR.ORG](http://WWW.ADR.ORG) OR ON REQUEST FROM THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY FEDERAL, STATE, OR OTHER APPLICABLE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.**
- The arbitration will take place in the same county in which the property covered by the Report is located. The Federal Arbitration Act will govern the interpretation, applicability and enforcement of this arbitration agreement. This arbitration agreement will survive the termination of this Report.
- N. **Severability.** If any provision of the Terms and Conditions to this Report is determined to be invalid or unenforceable for any reason, then such provision shall be treated as severed from the remainder of the Terms and Conditions, and shall not affect the validity and enforceability of all of the other provisions of the Terms and Conditions.
- O. **Other Agreements.** This Report constitutes the entire, integrated agreement between JCP-LGS and Recipients, and supersedes and replaces all prior statements, representations, negotiations, and agreements.

## END OF REPORT



One Daniel Burnham Court, #262-C  
San Francisco, California 94109  
Office Phone: (415)922-6200  
Office Fax: (415)922-4704

Escrow Officer Email: ktam@nat.com

North American Title Company, Inc.  
One Daniel Burnham Court, #262-C  
San Francisco, CA 94109

Our Order No.: 1542418  
Property Address: 1498 Underwood Avenue  
San Francisco, CA 94124

Attention: Karen Tam

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**Preliminary Report** Dated as of November 14, 2017 at 7:30 A.M.

In response to the above referenced application for a Policy of Title Insurance,

**North American Title Insurance Company**

Hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and limitations on covered risks of said Policy or Policies are set forth in Exhibit A attached. The Policy to be issued may contain an Arbitration Clause. When the amount of insurance is less than that set forth in the Arbitration Clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the Parties. Limitations on covered risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a deductible amount and a maximum dollar limit of liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The form of Policy of title insurance contemplated by this report is: ALTA Extended Loan Policy and America First Homeowner's Policy

Please note that the America First Homeowner's Policy (CLTA/ ALTA Homeowner's Policy) can only be issued on transactions involving individuals as purchasers and residential 1-4 properties. Any indication that the America First Homeowner's Policy (CLTA/ ALTA Homeowner's Policy) will be issued in a transaction that does not meet these criteria is hereby revised to state that the policy contemplated is a Standard Coverage Policy.

, Title Officer

## **SCHEDULE A**

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee simple.

2. Title to said estate or interest at the date hereof is vested in:

Altha J. Grant, Trustee of the Altha J. Grant 2009 Trust

3. The Land referred to in this report is situated in the City of San Francisco State of California, County of San Francisco, and is described as follows:

**See attached Legal Description**



### **LEGAL DESCRIPTION**

Real property in the City of San Francisco, County of San Francisco, State of California, described as follows:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF UNDERWOOD AVENUE AND THE SOUTHEASTERLY LINE OF KEITH STREET; RUNNING THENCE SOUTHEASTERLY AND ALONG SAID LINE OF UNDERWOOD AVENUE 25 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 25 FEET TO THE SOUTHEASTERLY LINE OF KEITH STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID LINE OF KEITH STREET 100 FEET TO THE POINT OF COMMENCEMENT. BEING PART OF LOT 9 IN BLOCK 402, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

**APN: BLK: 4809 LOT: 015A**

## SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions in the policy form designated on the face page of this report would be as follows:

**NOTE: IT IS THE RESPONSIBILITY OF ALL PARTIES INVOLVED TO REVIEW EVERY ITEM CONTAINED IN THIS PRELIMINARY REPORT, INCLUDING BUT NOT LIMITED TO THE ITEM(S) HIGHLIGHTED HEREIN FOR YOUR IMMEDIATE ATTENTION TO BE PAID AND/OR RESOLVED AT OR BEFORE CLOSING, BEFORE A TITLE POLICY IS ISSUED.**

1. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	\$491.91, OPEN
Penalty:	\$49.19
Second Installment:	\$491.91, OPEN
Penalty:	\$94.19
Tax Rate Area:	01-000
A. P. No.:	BLK: 4809 LOT: 015A

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. A special tax lien of Community Facilities District No. 90-1 of the **San Francisco Unified School District**.

The assessment is payable with and in like manner as the general and special taxes of the City and County of San Francisco.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax, interested persons should contact:

**San Francisco Unified School District**  
**135 Van Ness Avenue**  
**San Francisco, CA 94102**  
**Attn: Dr. John Bayless**

4. The fact that the land lies within the boundaries of the Bayview Hunters Point Redevelopment Project Area, as disclosed by the document recorded November 18, 2010 as Instrument No. 2010-J083655-00; Reel K273 Image 0422 of Official Records.

5. We find no open deeds of trust. Escrow please confirm before closing.

6. With respect to the trust referred to in the vesting:

- A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
- Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.
- Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

7. This transaction may be subject to the FinCEN Geographic Targeting Order affecting residential sale transactions. This issuing agent must be provided with information prior to closing sufficient to determine if IRS/FinCEN Form 8300 must be completed and filed and must be provided information sufficient to meet the records retention requirements of the FinCEN Geographic Targeting Order. This

transaction will not be insured, and this issuing agent and/or its underwriter will not be involved in a Covered Transaction (as defined by the FinCEN Geographic Targeting Order) until this information is submitted and reviewed by the issuing agent.

\*\*\*\*\* END OF REPORT \*\*\*\*\*

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1. City Transfer Tax are imposed as follows:

<u>If entire value or consideration is</u>	<u>Tax rate for entire value or consideration is:</u>
More than \$100 but less than or equal to \$250,000	\$2.50 for each \$500 or portion thereof
More than \$250,000 but less than \$1,000,000	\$3.40 for each \$500 or portion thereof
\$1,000,000 to \$4,999,000	\$3.75 for each \$500 or portion thereof
\$5,000,000 to \$9,999,999	\$11.25 for each \$500 or portion thereof
\$10,000,000 to \$24,999,999	\$13.75 for each \$500 or portion thereof
\$25,000,000 or more	\$15.00 for each \$500 or portion thereof

## 2. NOTICE OF RECORDING PROCEDURE

Pursuant to Cal. Revenue & Tax Code §480.3, all Deeds and other Documents that reflect a change in ownership must be accompanied by a Preliminary Change of Ownership Report to be completed by the transferee. If this special report is not presented at the time of recording, an additional recording fee of \$20.00, as required by law, will be charged. Preliminary Change in Ownership forms, instructions on how to complete them, and a nonexclusive list of documents that are affected by this change, are available from the County Recorder's Office or the Office of the County Assessor.

Effective January 1, 2018, Cal. Government Code §27388.1 imposes an additional fee of \$75.00 to be paid at the time of recording for every real estate instrument, paper, or notice required or permitted by law to record, except those expressly exempted from payment.

## 3. GOOD FUNDS LAW

Under Section 12413.1 of the California Insurance Code, North American Title Company, Inc. may only make funds available for disbursement in accordance with the following rules:

Same day availability. Disbursement on the date of deposit is allowed only when funds are deposited to North American Title Company, Inc. by Cash or Electronic Transfer (Wire). Cash will be accepted only under special circumstances and upon approval by management.

Next business day availability. If funds are deposited to North American Title Company, Inc. by cashier's checks, certified checks or teller's checks, disbursement may be on the next business day following deposit. A "teller's check" is one drawn by an insured financial institution against another insured financial institution (e.g., a savings and loan funding with a check drawn against a FDIC insured bank).

Second business day availability. If the deposit is made by checks other than those described in paragraphs 1 and 2 above, disbursement may occur on the day when funds must be made available to depositors under Federal Reserve Regulation CC. In most cases, these checks will be available on the second business day following deposit. (For further details, consult California Insurance Code Section 12413, et seq. and Regulation CC).

These are the minimum periods before funds will be made available. North American Title Company, Inc. is not obligated to disburse funds at the expiration of the time periods above, and expressly reserves the right to require additional time before disbursing on deposited funds. Close of escrow and final disbursement will not be made based on deposits in the form of personal checks, corporate checks, credit union checks, money market checks, travelers checks and official checks until confirmation of final clearance of the funds.



North American Title Company, Inc. will not be responsible for accruals of interest or other charges resulting from compliance with the disbursement restrictions imposed by state law.

4. North American Title Company, Inc.'s charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.
5. Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.
6. The map attached, if any, may or may not be a survey of the land depicted hereon. North American Title Company, Inc. expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

## CERTIFICATION OF TRUST PURSUANT TO CALIFORNIA PROBATE CODE SECTION 18100.5

I/We, \_\_\_\_\_, trustee(s) confirm the following facts:

1. The \_\_\_\_\_ (Name of Trust) is currently in existence and was created on: \_\_\_\_\_ (Date of Creation of Trust).
2. The settlor(s) of the trust are as follows: \_\_\_\_\_
3. The currently acting trustee(s) of the trust is/are: \_\_\_\_\_
4. The power of the trustee(s) include: \_\_\_\_\_
  - (a) The powers to sell, convey and exchange ☐ YES ☐ NO (check one).
  - (b) The power to borrow money and encumber the trust property with a deed of trust or mortgage ☐ YES ☐ NO (check one).
5. The trust is (a) revocable ☐ (b) irrevocable ☐ (check the applicable box) and the following party(ies) if any is/are identified as having the power to revoke the trust: \_\_\_\_\_
6. The trust (a) does ☐ (b) does not ☐ have multiple trustees (check the applicable box). If the trust has multiple trustees, the signatures of all the trustees or of any \_\_\_\_\_ of the trustees is required to exercise the powers of the trust.
7. The trust identification number is as follows: \_\_\_\_\_  
(Social Security no./Employer ID)
8. Title to trust assets shall Be taken in the following fashion: \_\_\_\_\_  
The undersigned trustee(s) hereby declare(s) that the trust has not been revoked, modified, or amended in any manner which would cause the representations contained herein to be incorrect. The certification is being signed by all of the currently acting trustees and is being executed in conformity with the provisions of California Probate Code Section 18100.5, Chapter 530, Statutes of 1993.

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Document date: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF \_\_\_\_\_ )SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

\_\_\_\_\_

This area for official notarial seal

# OPEN LOANS AFFIDAVIT

Order Number: 56604-1542418-17

Escrow Number: 56604-1542418-17

\_\_\_\_\_ of legal age, hereby declares and swears, under penalty of perjury that the following information, declarations, representations and answers are true, correct and complete:

1. I am the current owner of the property in this transaction which has an address of:  
1498 Underwood Avenue, San Francisco, CA 94124

2. That the following is a complete and comprehensive list of all open loans taken out against said land:  
**(If no open loans, please write NONE on the 1st Current Lender Line and initial).**

1.) Current Lender: \_\_\_\_\_ Loan Balance \$ \_\_\_\_\_

Original Lender: \_\_\_\_\_ Original Loan Amount: \$ \_\_\_\_\_

Are you in default of this Loan: ☐ YES ☐ NO IF YES, how long (\_\_\_\_) MONTHS

2.) Current Lender: \_\_\_\_\_ Loan Balance \$ \_\_\_\_\_

Original Lender: \_\_\_\_\_ Original Loan Amount: \$ \_\_\_\_\_

Are you in default of this Loan: ☐ YES ☐ NO IF YES, how long (\_\_\_\_) MONTHS

3.) Current Lender: \_\_\_\_\_ Loan Balance \$ \_\_\_\_\_

Original Lender: \_\_\_\_\_ Original Loan Amount: \$ \_\_\_\_\_

Are you in default of this Loan: ☐ YES ☐ NO IF YES, how long (\_\_\_\_) MONTHS

4.) Current Lender: \_\_\_\_\_ Loan Balance \$ \_\_\_\_\_

Original Lender: \_\_\_\_\_ Original Loan Amount: \$ \_\_\_\_\_

Are you in default of this Loan: ☐ YES ☐ NO IF YES, how long (\_\_\_\_) MONTHS

3. I understand and acknowledge that this Affidavit is made for the protection and benefit of North American Title Company and for all other parties hereafter dealing with or who may acquire an interest in said Property and for the purpose of inducing North American Title Company (including its affiliates and underwriters) to insure title to said Property. I am fully aware and know that North American Title Company will rely on this Affidavit and would not insure title without it. We also hereby agree to indemnify and hold North American Title Company harmless and to become fully financially responsible for any loss that may occur to North American Title Company or any other parties if any of the information, declarations, representations and answers turn out to not be true, correct and/or complete, whether by accidental omission or actual deceit and/or fraud.

Dated: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**Closing Protection Letters can be ordered directly by emailing [cacpl@nat.com](mailto:cacpl@nat.com) with your title order number and property address.**

Attention:

Your Ref:

Our Order No.: 56604-1542418-17

**LENDERS SUPPLEMENTAL REPORT**

Dated as of November 14, 2017 AT 7:30 A.M.

Title Officer:

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy of Title Insurance:

Our ALTA Loan Policy, when issued, will contain Endorsement Nos. 100 and 116.

There is located on said land a Single Family Residence  
Known as: 1498 Underwood Avenue  
City of San Francisco  
County of San Francisco  
State of California.

According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None



**North American Title Group Family of Companies**

FACTS	WHAT DOES NORTH AMERICAN TITLE GROUP, LLC FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"><li>• Social Security number and income</li><li>• Transaction history and payment history</li><li>• Purchase history and account balances</li></ul>		
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information, the reasons North American Title Group, LLC Family of Companies (“NATG”) chooses to share, and whether you can limit this sharing.		
Reasons we can share your personal information		Does NATG share?	Can you limit this sharing?
<b>For our everyday business purposes</b> Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
<b>For our marketing purposes</b> To offer our products and services to you		Yes	No
<b>For joint marketing with other financial companies</b>		No	We don’t share
<b>For our affiliates’ everyday business purposes</b> Information about your transactions and experiences		Yes	No
<b>For our affiliates’ everyday business purposes</b> Information about your creditworthiness		No	We don’t share
<b>For our affiliates to market to you</b>		Yes	Yes
<b>For nonaffiliates to market to you</b>		No	We don’t share
To limit our sharing	<ul style="list-style-type: none"><li>• Visit the following webpage for full instructions and a link to the Opt Out process via our NATTRACK system: <a href="http://www.nat.com/Opt-Out">www.nat.com/Opt-Out</a></li><li>OR</li><li>• Mail the form below</li></ul> <p>Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>		
Questions?	Call 1 (844) 654-5408		



Mail-in Form	
If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below. <input type="checkbox"/> Apply my choices only to me.	Mark any/all you want to limit: <input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.
	Name
	Address
	City, State, Zip
	Account #

**Mail To:** North American Title Group, LLC Family of Companies  
**ATTN:** General Counsel  
**760 Northwest 107<sup>th</sup> Avenue, Suite 400**  
**Miami, FL 33172**

**Who we are**

<b>Who is providing this notice?</b>	North American Title Group, LLC Family of Companies (identified below), which offers title insurance and settlement services and property and casualty insurance
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**What we do**

<b>How does NATG protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secure files and buildings.
<b>How does NATG collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance;</li> <li>• Apply for financing;</li> <li>• Give us your contact information</li> <li>• Provide your mortgage information</li> <li>• Show your government-issued ID</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account – unless you tell us otherwise.

**Definitions**

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with a Lennar name; financial companies such as Eagle Home Mortgage, Eagle Home Mortgage of California, Northwest Mortgage Alliance, and Rialto Capital Management; and nonfinancial companies, such as Lennar Corporation, Lennar Multifamily Companies, Lennar Commercial, Lennar Homes USA, Lennar Family of Builders, Lennar Sales Corp., Sunstreet Energy Group, Five Point Communities, WCI Communities, LLC, Watermark Realty Referral, Inc., and WCI Realty, Inc.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our behalf, and consumer reporting agencies.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• NATG doesn't jointly market.</li> </ul>

The North American Title Group, LLC Family of Companies consists of the following entities:

North American Title Company  
North American Title Company, Inc.  
North American Title Company of Colorado  
North American Title Insurance Company  
North American Services, LLC  
North American Title Agency, Inc.

North American Abstract Agency  
NASSA, LLC  
North American Title, LLC  
North American Advantage Insurance Services, LLC  
North American National Title Solutions, LLC  
North American Title Agency, LLC

**CLTA STANDARD COVERAGE POLICY - 1990**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

#### 2006 ALTA LOAN POLICY (06-17-06)

##### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b). The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

##### EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

#### [PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records. ]

#### PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

#### 2006 ALTA OWNER'S POLICY (06-17-06)

##### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.



- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
  - 1. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
  - 2. Defects, liens, encumbrances, adverse claims, or other matters
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
  - 3. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
    - (a) a fraudulent conveyance or fraudulent transfer; or
    - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
  - 4. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
- 7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

#### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

##### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
- 10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.





**Data Provided By:**

**Lydia Sandejas**  
San Bruno

## **Disclaimer**

This REiSource report is provided "as is" without warranty of any kind, either express or implied, including without limitations any warranties of merchantability or fitness for a particular purpose. There is no representation of warranty that this information is complete or free from error, and the provider does not assume, and expressly disclaims, any liability to any person or entity for loss or damage caused by errors or omissions in this REiSource report without a title insurance policy.

The information contained in the REiSource report is delivered from your Title Company, who reminds you that you have the right as a consumer to compare fees and serviced levels for Title, Escrow, and all other services associated with property ownership, and to select providers accordingly. Your home is the largest investment you will make in your lifetime and you should demand the very best.



## Property Detail

Subject Property : **1498 Underwood Ave San Francisco CA 94124**

---

### Owner Information

---

Owner Name : **Altha J Grant 2009 Trust / Succ Cheryl Grant (te)**

Mailing Address : **5369 San Simeon Pl, Castro Valley CA 94552-2645**

Vesting Codes : **/ / Trust**

### Location Information

---

County : **San Francisco, Ca**

APN : **4809-015A**

Census Tract / Block : **232.00 / 1**

Subdivision : **South San Francisco  
Homestead**

Legal Lot : **15A**

School District : **San Francisco**

Legal Block : **4809**

Neighbor Code : **10A**

### Owner Transfer Information

---

Recording/Sale Date : **06/08/2009 / 05/07/2009**

Deed Type : **Grant Deed**

Document # : **J907-265**

### Property Characteristics

---

Gross Area : **2,030**

Bath(F/H) : **2**

# of Stories : **2**

Living Area : **2,030**

Year Built / Eff : **1900**

Construction : **Wood**

Total Rooms : **11**

### Property Information

---

Land Use : **Sfr**

Zoning : **RH1**

Lot Acres : **0.06**

County Use : **1 Dwelling Unit**

Res/Comm Units : **1**

Lot Size : **2,495**





# Property Detail

## Tax Information

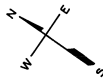
Total Value :	<b>\$7,332</b>	Improve % :	<b>52%</b>	SF-TEACHER SUPPORT Tax / Rate :	<b>\$236.98/0.00</b>
Land Value :	<b>\$3,525</b>	Tax Year :	<b>2016</b>	RENT STABILIZATION FEE Tax / Rate :	<b>\$160/0.00</b>
Improvement Value :	<b>\$3,807</b>	Property Tax :	<b>\$1,263.16</b>	SFCCD PARCEL TAX Tax / Rate :	<b>\$79/0.00</b>
Total Taxable Value :	<b>\$7,332</b>	Tax Rate Area :	<b>1000</b>	SFUSD FACILITIES DISTRICT Tax / Rate :	<b>\$36.06/0.00</b>
Assessed Year :	<b>2017</b>	APARTMENT HOUSE LICENSE FEE Tax / Rate :	<b>\$326/0.00</b>	TOTAL OF SPECIAL ASSESSMENTS Tax / Rate :	<b>\$838.04/0.00</b>



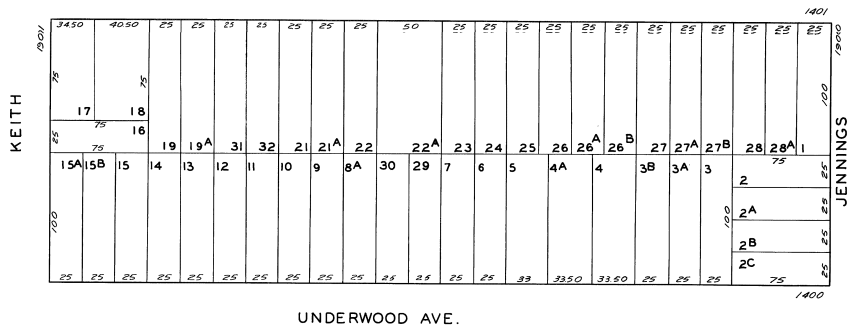
4809

SO.SF HD & RR ASSN BLK 402

REVISED '57  
" '65



THOMAS AVE.



UNDERWOOD AVE.



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**TRUST ADVISORY**  
For Properties Being Sold by the Trustee of a Trust  
(C.A.R. Form TA, Revised 6/17)

Property Address: 1498 Underwood Ave, San Francisco, CA 94124-3212 ("Property").

The Property is being held in a revocable or irrevocable trust for the benefit of those persons or entities named as beneficiaries in the trust. For the purpose of the sale of the Property, the trustee of the trust is treated as the Seller. Even though Seller is exempt from some obligations, Seller must still comply with many others. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the contract between them.

**1. SELLER MUST COMPLY WITH THE FOLLOWING:**

**A. Known Material Fact Disclosures:** Seller is obligated to disclose known material facts affecting the value and desirability of the Property even if the specific Real Estate Transfer Disclosure Statement Form is not required to be completed.

**B. Hazard Zones:** Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States.

**C. Smoke Detectors:** The sale is not exempt from the State requirements that, for single family residences, operable smoke detectors be in place. It is negotiable between Buyer and Seller who is to pay for the cost of compliance.

**D. Water Heaters:** The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped and that Seller provide a written statement of compliance to Buyer.

**E. Lead-based Paint:** The Seller is not exempt from the federal obligation to: (i) disclose known lead-based paint and lead-based paint hazards; (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the Property; (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home;" and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.

**F. Carbon Monoxide Devices:** The sale is not exempt from the State requirement that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.

**G. Water Conserving Plumbing Fixtures:** This Sale is not exempt from the State requirement that (i) single family residences built before January 1, 1994 be equipped with water conserving plumbing fixtures by January 1, 2017 and multi-family and commercial properties be equipped with water conserving plumbing fixtures by January 1, 2019; (ii) Sellers disclose to Buyers the requirements of the law; and (iii) sellers disclose to Buyers whether the Property contains any non-compliant plumbing fixtures. See C.A.R. Form WCMD for further information.

**H. Tax Withholding:** The sale is not exempt from providing information pertaining to the withholding obligation under either the federal "FIRPTA" or the California withholding requirements upon the sale of real property. **Federal:** For federal purposes, a non-resident alien includes a fiduciary. A trustee is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. **State:** The trust may be exempt from withholding (but not the completion of the real estate withholding certificate) if: (i) the trust was revocable prior to the decedent's death; (ii) the Property was last used as the decedent's principal residence; and (iii) the trustee is electing to treat the trust as part of the decedent's estate under IRC § 645 (see Instructions for FTB Form 593-C).

**I. Megan's Law Database Disclosure:** The sale is not exempt from the requirement that residential sales contracts contain the following notice regarding the availability of information about registered sex offenders: "Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the

(With Listing) Broker's Initials HB A  
(With RPA) Buyer's Initials                      

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TA REVISED 6/17 (PAGE 1 OF 2)

Seller's Initials                      



**TRUST ADVISORY (TA PAGE 1 OF 2)**



Property Address: 1498 Underwood Ave, San Francisco, CA 94124-3212

Date: \_\_\_\_\_

address at which the offender resides or the community of residence and ZIP Code in which he or she resides." (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

**2. SELLER MAY BE EXEMPT FROM THE FOLLOWING:**

**A. (i) Disclosure Statements:** Seller, unless specified in 2A(ii), does not have to complete, sign and provide Buyer with a Real Estate Transfer Disclosure Statement or Natural Hazard Disclosure Statement (C.A.R. Forms TDS and NHD). **Seller remains obligated to make the disclosures and comply with the items specified in Paragraph 1.**

**(ii)** Seller must complete, sign and provide Buyer with a TDS if the Seller is a natural person, who is the sole trustee of a revocable trust, and he or she is either a former owner of the Property or was an occupant in possession of the Property within the preceding year.

**B. Other Exemptions:** Unless paragraph 2A(ii) applies, Seller is exempt from providing Buyer with a Mello-Roos district lien disclosure, an Improvement Bond Act of 1915 notice, a Supplemental Property Tax notice, a Notice of Private Transfer Fee pursuant to California Civil Code §§ 1102 et seq. and either a Homeowner's or Commercial Property Owners Guide to Earthquake Safety

**C. Exempt Seller Disclosures:** Even exempt Sellers have statutory or contractual obligations to make certain disclosures and may, or are required by contract to, use an Exempt Seller Disclosure (C.A.R. Form ESD) and is strongly encouraged to do so.

**3. OTHER CONSIDERATIONS:**

**A. Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, emergency gas shut-off valves or installation of smoke detectors). Local law should be consulted to determine if sales by a trustee of a trust are exempt from such requirements.

**B. Death:** If the Property is being sold because of the death of an occupant of the Property, and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to Seller.

**4. BROKERS:**

**A. Inspection:** The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. Form AVID.

**B. Agency:** The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units, commercial Property and vacant land.

**By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Trust Advisory.**

AT TIME OF LISTING		DocuSigned by:	12/4/2017
Real Estate Broker	<u>Revolution Design Realty</u>	<u>Sammy Hastings</u>	
By	<u>Heather Bennett</u>	FOA8A64B10C14F1...	Date 12/4/2017
Seller	<u>Altha J Grant 2009 Trust</u>		Date <u>12/2/17</u>
Seller	<u>Altha J Grant 2009 Trust</u>		Date <u>12.2.17</u>
AT TIME OF SALE			
Buyer			Date
Buyer			Date
Seller	<u>Altha J Grant 2009 Trust</u>		Date
Seller	<u>Altha J Grant 2009 Trust</u>		Date

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



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TRUST ADVISORY (TA PAGE 2 OF 2)

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1498 Underwood



# GENERAL INFORMATION FOR BUYERS AND SELLERS OF RESIDENTIAL REAL PROPERTY IN SAN FRANCISCO (DISCLOSURES AND DISCLAIMERS ADVISORY)

(This form is a supplement to the California Association of REALTORS® Form SBSA, "Statewide Buyer and Seller Advisory")

This Advisory is intended for use in San Francisco

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## INTRODUCTION

This Advisory contains important information regarding the purchase of real property located in San Francisco. This Advisory was last revised in December 2017. The information in this Advisory will change over time, new issues will develop, and laws and regulations will change at the federal, State, or City and County level. Where available, links to government websites are provided to allow Buyers and Sellers to update themselves as to any such changes.

Some of the issues that are covered in this Advisory are point-of-sale requirements, or retrofit requirements that may also be triggered by remodeling efforts or efficiency requirements. In addition, there are many laws, regulations and ordinances which may impact Buyer's plans for remodel, expansion or change of use after the purchase, which are too detailed to be covered in this Advisory. Buyers should be aware of the fact that the apparent or current use of a property is not a guarantee that such use complies with applicable laws, including zoning ordinances. Buyers must investigate the applicability of these requirements to the past, present and future sale, purchase, ownership, use and/or development of the Property.

Buyers must bear in mind that a Property may contain defects and deficiencies of which neither Sellers nor Brokers are aware. Buyers should also recognize that not all issues or conditions can be objectively determined - even by professional investigations. Further, some issues can have varying impacts on different people since some people may be more sensitive than others to certain factors such as sounds and odors.

**Although licensed to list, sell and lease real estate, Brokers may not have expertise on any or all of the topics discussed in this Advisory. Given Buyer's legal duty to exercise reasonable care to protect themselves regarding facts that are known to or within the diligent attention or observation of a buyer, Buyer is urged to investigate, without limitation, (a) all public records which may affect the Property; (b) neighborhood conditions which may affect the Property; (c) the items detailed in this Advisory; (d) the condition of the foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, energy/water efficiency, security, appliances/personal property, pool/spa, and all other systems and components of the Property; and (e) all laws, regulations, and ordinances that may affect Buyer's intended use or development of the Property. Broker will not be investigating these issues for Buyer, unless agreed to in writing.**

The San Francisco Association of REALTORS® does not warrant or guarantee the accuracy of the information contained in this Advisory or the adequacy of the information as it relates to a specific real property transaction. Any representations about the issues in this Advisory made by third parties have not been verified by Brokers and need to be independently confirmed by Buyer.

### A. GENERAL ADVISORIES

#### 1. CONTRACT CONTINGENCIES

Buyers should protect themselves either by obtaining a thorough understanding of the condition of a Property in advance, or by conditioning their purchase on inspections and the ability to obtain any necessary financing. Buyers who decide to enter into a contract without either or both of these contingencies to make their offer more attractive to the Seller assume major risks. For example, if after entering into a contract without a physical inspection contingency, Buyer becomes aware of a problem with the foundation, roof or mechanical systems before the close of escrow, the contract may require Buyer to nonetheless close escrow, or forfeit the deposit.

A lender's approval of financing includes the determination that (a) the Buyer is creditworthy, (b) can afford to make the mortgage payments, and (c) that the Property appraises for at least the principal amount of the loan. Even if a Buyer has obtained a pre-qualification or pre-approval letter from a lender, the lender may still not approve the specific loan requested by Buyer. Denial of a loan may result from a variety of factors, including but not limited to, changes in

federal lending regulations, changes in the lender's policies, changes to the Buyer's employment or financial status, or because an appraiser determines that the Property's fair market value is insufficient for the lender to approve the loan amount requested. If there is no financing contingency and the Property does not "appraise", the Buyer may not be able to make up the difference between the loan amount applied for and the loan amount actually offered by the lender. Under those circumstances, the Buyer may not be able to perform their contractual obligations. This could result in a determination that the Buyer is in breach of the contract and must pay damages to the Seller. It is a serious risk for any Buyer to forego including a financing contingency in any offer if they intend to secure a loan to purchase the Property.

## **2. PROBATE SALES**

The Representative of a decedent's estate (i.e., the executor or administrator) may sell real property of an estate if it is in the best interests of the estate to do so. The sale of probate property is typically subject to Probate Court Confirmation (see the next Section).

The Independent Administration of Estates Act ("IAEA") provides a simplified method of probating estates with limited court supervision. Under the IAEA the Representative may list real property with a broker for a period not to exceed 90 days without prior court approval and to sell the Property without court confirmation. The Representative's ability to sell without court supervision or approval under IAEA is not absolute and is conditioned upon there being no objections by interested persons (generally, the heirs) who are given the right to object. If there is an objection, Court Confirmation will be necessary.

Probate property is always sold "As-Is" and the Representative is not required to complete or sign a Real Estate Transfer Disclosure Statement. However, the Representative must nonetheless disclose all actual knowledge of material facts affecting the value or desirability of the Property. Real Estate licensees who are involved in the listing or sale of Probate Property are obligated to conduct a reasonably diligent visual inspection of accessible areas of the Property and provide a disclosure based upon that inspection.

## **3. COURT CONFIRMATION OF CERTAIN SALES**

Whenever the sale of real property is subject to open competitive bidding, as in the case of a probate, conservatorship, guardianship, receivership or bankruptcy sale, it is strongly recommended that Buyers be in court when their offer is scheduled for confirmation. Buyers should understand that in sales requiring court confirmation, the Property may continue to be marketed by the broker and others, and that their broker and others may represent other competitive bidders prior to and at the court confirmation hearing. Different types of courts have their own rules for how to handle the possibility of over-bids including whether initial deposits need to be in a certain amount or whether the amount of an over-bid needs to be a specific percentage above the original offer. Questions regarding the specific rules for the court where the confirmation hearing is to be held should be directed to the clerk of that court, or if legal advice regarding property subject to court confirmation is needed, then it is strongly recommended that a qualified real estate attorney who is knowledgeable about sales regarding court confirmation be consulted. Real estate brokers/agents are not qualified to provide legal advice.

## **4. TITLE INSURANCE AND PRELIMINARY REPORT**

Buyers will receive a Preliminary Report ("Prelim") from a title company as a part of Buyer's investigation and due diligence regarding the Property. A Prelim is only an offer of title insurance and may not contain every item affecting title. Title companies today will provide an electronic Prelim ("ePre") that has hyperlinks to those underlying documents, many of which are important for full review of conditions. Buyers should be aware that a Prelim on paper may not have the underlying documents attached and any hyperlink may not be highlighted. Real estate brokers and agents strongly encourage Buyers to review all matters affecting title and to purchase title insurance at the close of escrow.

## **5. EXISTING HOUSING STOCK**

Properties in this area have been built under different building codes. Regardless of the age of the Property, Buyers should have the Property inspected by a competent inspector and have additional inspections recommended in any

inspection report, or as may be necessary to determine the actual condition of the Property. The Property's components, appliances, fixtures, systems and materials will have varying degrees of remaining useful life and are subject to failure without notice. In addition, components, improvements and fixtures of the Property may not comply with current codes, zoning, health and safety, setback requirements, religious or cultural preferences. Some homes contain appliances, products or manufactured materials, such as dry wall from China, which may be defective, create problems with the use of aspects of the home and may be subject to manufacturer or governmental recall and/or a class action lawsuit. All homes include components which require ongoing maintenance. Deferred maintenance decreases the lifespan and functionality of many of these components. Buyers should seek reliable advice from appropriate professionals and plan for future maintenance and repairs.

#### 6. FLOORS AND WALLS

The personal property of the Seller may make a visual inspection of floors and walls difficult. Certain types of flooring (e.g., carpeting and rugs), certain types of wall coverings (e.g., wallpaper and paneling), as well as furniture may prevent inspectors and brokers from inspecting the condition of the floors and walls beneath those materials. When exposed, these areas may exhibit a different pattern of wear or shade of color. If the Buyer desires to determine the condition of the floors and walls beneath such coverings, Buyer will need to secure the written authorization of Seller to conduct investigations with appropriate professionals since removal of floor coverings may be required.

#### 7. TEMPERED GLASS

Many homes contain glass that is NOT tempered in locations where tempered glass IS now required by building codes. Buyer is advised to have a contractor's inspection to identify the presence of any glass that is not tempered before removing a physical inspection contingency on a prospective purchase of real property. Buyer should consider replacing any non-tempered glass with tempered glass to reduce the risk of injury.

#### 8. CONDOMINIUMS, COOPERATIVES AND HOMEOWNERS ASSOCIATIONS

Properties located in a Common Interest Development (or "CID," which is a broad term commonly used to describe a condominium, cooperative, planned unit development, etc.) are usually managed by a Homeowners' Association, ("HOA"), pursuant to a Declaration of Covenants, Conditions and Restrictions ("CC&Rs") which govern the use of the Property, assessments and costs for maintaining the HOA and common areas. The Seller should request that the Homeowners' Association provide certain required documents regarding the HOA operation and expenses to meet the Seller's disclosure obligations under Civil Code Section 1368.

It is strongly recommended that Buyers receive the current HOA documents from the HOA rather than from an earlier transaction. Buyers need to carefully examine all of the documents that are provided regarding the HOA and compare them with a list of required or potential disclosures. If any documents are missing, Buyer should send a written request to the Seller that the Seller provide the missing documents. Buyers should retain the services of experts, such as attorneys, accountants or others who specialize in reviewing HOAs to determine the adequacy of the reserves and assessments. In reviewing the adequacy of assessments and reserves, Buyers should also request and obtain any available information about intended maintenance, repairs or improvements that are planned by the HOA.

Due to noise transmission and other factors, the CC&Rs and Rules and Regulations of the HOA may restrict the use, the type of alterations/improvements, floor and/or wall materials that can be used in units and the number, size and/or type of pets. Buyers should carefully review the CC&Rs and other HOA documents and contact the HOA Board to determine whether or not the Property can be used for Buyer's intended purposes. Buyer should also determine whether or not the Property meets Buyer's subjective personal preferences.

Many CIDs have been or are presently involved in litigation regarding the design, construction, maintenance and/or condition of all or a part of the Development. Whether or not these lawsuits are successful, litigation is expensive and the cost of such legal actions may impact not only the adequacy of the HOA reserves but also the amount of current or future assessments. When an HOA is involved in a lawsuit, it can make it very difficult to obtain financing on a unit.



Therefore, Buyers are urged to investigate the existence of any pending lawsuits.

Occasionally issues arise in the purchase of Property in a CID regarding parking and/or storage spaces associated with a single interest or unit in the Development. Parking spaces and storage spaces, if any, may be described in a Condominium Map/Plan or in the Preliminary Report issued by a Title Company. In some cases the HOA reassigns parking and storage spaces after a sale. Buyers should determine for themselves whether or not the allocated parking spaces are adequate to park Buyers' vehicles by actually parking in those spaces. The actual markings, striping and numbering of these spaces may be in conflict with the spaces designated in the recorded documents. It is therefore crucial that Buyer personally determine that the parking and storage spaces that are designated in the recorded documents are actually being transferred to Buyer and that those spaces are acceptable for Buyers' needs.

Many HOAs prohibit or limit new owners from renting or leasing units, depending on when the prohibition or restriction was enacted. An existing owner in a CID may be exempt from any such limitation. However, generally any exemption will not apply to a prohibition that was in effect before the owner acquired title to his or her unit. Investor Buyers in a CID should be sure to check whether rent prohibitions are in effect; and inquire of the HOA if they are planning on implementing any such prohibitions which might go into effect prior to the close of escrow.

The existence of HOA insurance does not necessarily mean that there is insurance coverage for any given single interest or unit in the Development, an owner's remodeling or upgrade efforts and/or the owner's contents.

A "Coop" (or more formally "Stock cooperative") means a development in which a corporation is formed primarily for the purpose of holding title to improved real property, and all or substantially all of the shareholders of the corporation receive a right of exclusive occupancy in a portion of the real property typically by a lease. The owners' interest in the corporation, whether evidenced by a share of stock, a certificate of membership, or otherwise is a form of common interest development.

9. NEW CONSTRUCTION WARRANTIES, DEFECTS AND LAWSUITS: The Real Estate Transfer Disclosure Statement ("TDS") asks Sellers to disclose if there are any lawsuits by or against the Seller threatening or affecting this real property. It then goes on to ask questions related to construction defects and references Civil Code Sections 900, 903, 910 and 914. These code sections are part of a law that is widely known as SB800 or Title 7, which generally applies to residential real property built by a "Builder" (as defined in Section 911) and sold for the first time after January 1, 2003. Section 900 provides for a limited one year warranty from the Builder. Section 901 et seq. refers to "enhanced protection agreements," which are sometimes provided by the Builder and may extend the warranty period. Other provisions (see Section 907 et al.) require the homeowner to follow all reasonable maintenance obligations and schedules communicated in writing by the Builder and product manufacturers, as well as commonly accepted maintenance practices. Failure to do so may provide a defense against a homeowner claim (see Section 944). Sections 910 and 914 refer to pre-litigation procedures and remedies in the event of a claim against the Builder. Sellers who have questions about how to answer this TDS question should consult with a California real estate attorney for advice. Likewise, if lawsuits or claims are disclosed by Seller, Buyers should investigate such disclosures with a California real estate attorney. Brokers are not qualified to give you advice on these matters.

#### 10. RE-KEYING

Buyer is advised that all locks should be re-keyed immediately upon close of escrow for the Buyer(s) safety and security of their person(s) as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded.

#### 11. ONLINE PHOTOGRAPHS/VIDEOS

Advertising photographs/videos of property that is included in the Multiple Listing Service and/or in a Listing Broker's websites are commonly uploaded into other brokers' websites and various national listing aggregation sites such as Realtor.com, Zillow, and others. From there, photographs/videos may be copied to other websites with or without the

permission of the host site. After the close of escrow, or termination of a listing, Sellers and Buyers are advised that it is not possible for either the Listing or Selling Broker to remove these images from websites that they do not control.

## **12. PERSONAL PROPERTY AND STAGING ITEMS**

In order to show a property in its best light, Sellers and Listing Brokers/Agents often engage the services of “Staging” companies to assist in the presentation of the property during the sales process. The furniture, furnishings and accessories provided by the staging company are removed prior to close of escrow and do not transfer to the Buyer.

As stated in the Purchase Agreement, NO personal property is included in the sale unless specifically designated in the Agreement or an Addendum. Therefore NONE of the staged furniture or other staging items (e.g., window sheers, drapes, artwork, mirrors, rugs, lamps, planters and plants, etc.) are included in the sale. If Buyer wishes to purchase any of the staging items, Buyer should enter into a separate written contract directly with the staging company.

Note that the MLS entry, flyers and other marketing materials are NOT part of the Purchase Agreement. Only the Agreement specifies the inclusion or exclusion of fixtures and personal property.

## **13. FAIR HOUSING AND SERVICE/COMPANION ANIMALS**

When properties are offered to the public for lease or sale, the owner and Real Estate Licensees must act in compliance with all federal and State Fair Housing laws including but not limited to providing unrestricted access (including open houses and other showings) to potential purchasers and tenants who have service/companion animals. Landlords are also required under the Fair Housing laws to provide a “reasonable accommodation” for tenants with disabilities which includes allowing tenants to occupy the rented residence with the service/companion animal. Landlords may not charge a “pet deposit” or otherwise charge tenants who have service/companion animals in any manner that is different from what is charged to tenants without an animal. Any property owner who rents their property should consult with a California real estate attorney specializing in landlord/tenant and Fair Housing issues for advice on any matters related to Fair Housing and service/companion animals.

**14. CRIME:** The existence of crime is a fact of life. Because of the ever-changing nature of statistics and information regarding crime, neither Seller nor Brokers will independently investigate criminal activity in the area of any property being purchased by any means including, but not limited to, contacting the police or reviewing any internet databases. If criminal activity is a factor in the decision to purchase a property in a particular neighborhood, Buyers are urged to check with the local law enforcement agencies and online information, prior to removing their inspection contingency.

**15. RESIDENTIAL FIREPLACE DISCLOSURE:** Residential wood burning is the leading source of wintertime air pollution in the Bay Area and studies have confirmed there are significant health impacts from exposure to the fine particulate matter found in wood smoke. The Bay Area Air Quality Management District (“Air District”) established the Wood Smoke Rule, Regulation 6, Rule 3 to reduce wintertime smoke pollution and protect public health. The Wood Smoke Rule requires anyone selling, renting or leasing a property in the Bay Area to disclose the health impacts from air pollution caused from burning wood. Fine particulate matter, also known as PM<sub>2.5</sub>, can travel deep into the respiratory system, bypass the lungs and enter the bloodstream. Exposure can cause short term and long term health effects, including eye, nose and throat irritation, reduced lung function, asthma, heart attacks, chronic bronchitis, cancer and premature deaths. Exposure to fine particulates can worsen existing respiratory conditions. High PM<sub>2.5</sub> levels are associated with increased respiratory and cardiovascular hospital admissions, emergency department visits, and even deaths. Children, the elderly and those with pre-existing respiratory or heart conditions are most at risk from negative health effects of PM<sub>2.5</sub> exposure. The Buyer should consult with a licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace insert according to manufacturer's specifications to help reduce wood smoke pollution. The Air District encourages the use of cleaner and more efficient, non-wood burning heating options such as gas-fueled or electric fireplace inserts to help reduce emissions and exposure to fine particulates.

When the Air District issues a Winter Spare the Air Alert during the winter season from November 1 through the end

of February, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits. To check when a Winter Spare the Air Alert is issued and it is illegal to burn wood, please call 1-877-4NO-BURN or visit [www.baaqmd.gov](http://www.baaqmd.gov) or [www.SpareTheAir.org](http://www.SpareTheAir.org).

This information was provided by the Bay Area Air Quality Management District.

#### **16. WET WEATHER CONDITIONS**

At times, this area may have months with heavier than usual rainfall. During these times, hillside properties may be susceptible to earth movement and drainage problems. Properties on flatlands may be susceptible to flooding. Properties which may not have experienced water intrusion into or under the Property in the past may experience these conditions as a result of weather-related phenomena. Sellers are obligated to disclose to Buyers those material defects or conditions known to them which affect the value or desirability of the Property; however, not all Sellers may be aware of recent changes in the conditions of the Property or its improvements caused by unusually wet weather. Because of these factors, it is recommended that, in addition to a home inspection, Buyer have such additional inspections by inspectors or engineers regarding these conditions as Buyer may desire.

### **B. SAN FRANCISCO SPECIFIC ADVISORIES**

#### **17. SAN FRANCISCO CLIMATE CONDITIONS**

The San Francisco area exhibits several microclimates. Buyer is advised that these areas are subject to frequent strong winds, wind-driven rain, fog, salty sea air and mist, and direct sunlight, any of which, alone or in combination, can affect the condition of the land as well as prematurely age the interior and exterior of structures. Erosion, warping and cracking of surfaces, failed seals on dual-paned windows, deterioration of roofing material, and water intrusion, among other problems, are not uncommon with such properties, and thus these properties require regular, thorough maintenance. Buyer is advised to fully investigate these conditions and the increased maintenance and repairs that may be needed for any Property located in these coastal areas.

#### **18. SAN FRANCISCO BAY REGULATIONS**

The San Francisco Bay Conservation and Development Commission ("BCDC") is charged with the responsibility of restoring Bay wetlands and marshes, preventing wetlands and mudflats from being filled, and supporting the continued and productive use of salt ponds. Properties abutting San Francisco Bay, its tidelands and marshes may be subject to the jurisdiction of the BCDC, which may limit building and impose other requirements on property owners. Buyers of such property are urged to contact BCDC at 415-352-3600.

#### **19. NEW CONSTRUCTION AND DEVELOPMENT IMPACT**

New construction of many residential and commercial buildings is underway and much more is in the planning/approval process. The planning process is unpredictable, with projects introduced, modified or eliminated regularly. Buyers should independently research public records and real estate news websites, and contact appropriate City departments to determine whether existing, planned or potential developments could affect views, traffic, noise, or access to sunlight, cause other nuisances from construction, or have an impact on property use, desirability and value.

Reports have surfaced of sinking and tilting of a modern high-rise building in the South of Market area. A substantial portion of that area and of other San Francisco neighborhoods, such as the Marina, have land that was filled historically. Not far below ground is Bay mud, and bedrock can be hundreds of feet down. Buyers are urged to carefully review the Natural Hazard Disclosure Report and all other available information and conduct their own investigation before purchasing a home in filled land locations. This includes, without limitation, contacting all potential sources of information and reviewing documents. Buyers are encouraged to contact and make inquiry of any relevant HOA, and engage independent qualified experts, such as a structural engineer, a geotechnical engineer, an

attorney or an appraiser, to answer any questions, provide advice and otherwise aid in the investigation of the construction of the property. Brokers/Agents are not qualified to, and will not, investigate such issues.

## 20. SUBTERRANEAN ISSUES

Many of San Francisco's hills include active or potentially active landslide areas. The geologic forces which have shaped California are still active today. The only way to determine the nature of the soil and bedrock under a structure, and how these forces may affect the structure, is with a geologic or geotechnical inspection and report.

Before natural gas was available as an energy source, gas for light, heating and cooking was manufactured for use in San Francisco using coal and oil. While that practice ended by the 1930s, byproducts remain underground. Sites are identified at the PG&E website referenced below, including some in the Marina, North Beach and Fisherman's Wharf areas. According to PG&E, the gas plant sites in San Francisco present no health risks. More information in this regard can be obtained by calling PG&E at 866-247-0581 or at [www.pge.com/mgp](http://www.pge.com/mgp).

Much of the City's underground sewer lines date back over 100 years. Fractures in major pipes have caused ground collapses in parts of the City. Individual clay sewers from properties can also crack over time due to pressure from tree roots. A sewer-lateral inspection should be considered for older properties, particularly those with old growth trees nearby.

Property owners are generally responsible for maintaining the sidewalk in front of their property. Both tree roots and seismic events can damage and uplift the sidewalk, thereby requiring maintenance and repair.

## 21. REAL PROPERTY TAXES AND ASSESSMENT DISTRICTS

California allows each county to collect an annual ad valorem tax on real property. The tax is payable in two installments for the tax year, July 1 to June 30. The first payment is due on November 1 and delinquent after December 10, and the second is due on the following February 1 and delinquent after April 10.

Under Proposition 13, passed by California voters in 1976, the ad valorem tax rate is set at one percent of the assessed value of real property. This limitation, however, does not apply to special assessments levied for the purpose of paying interest and redemption charges on bonded indebtedness approved by county voters. The assessed value of real property is subject to being increased by two percent each year, or by a larger amount upon change of ownership. The real property tax due for any property can be calculated by multiplying the assessed value of the Property by the real property tax rate for the county in which the Property is located. The current property tax rate for San Francisco can be found by calling the county tax assessor's office at 415-554-5596 or visiting this website: [www.tinyurl.com/SFPropertyTax](http://www.tinyurl.com/SFPropertyTax).

Buyers should be aware that the assessed value of real property is adjusted upon change of ownership to an amount that is presumed by law to be equal to the purchase price of the Property. However, that presumption may be rebutted by the tax assessor and a higher value assessed, where the assessor can establish the higher value by a preponderance of the evidence using accepted methods of valuation. Also, under many circumstances, the construction of improvements to an existing property can trigger an adjustment to the assessed value of the Property.

## 22. REAL PROPERTY TRANSFER TAXES AND PRIVATE TRANSFER FEES

Buyers should be aware that all counties in California impose a transfer tax of at least 0.11 percent (55 cents per \$500 of value) on the purchase price of real property whenever a property changes hands. Transfers of leaseholds with a remaining term of 35 years or more are also subject to a transfer tax.

Cities may increase the transfer tax rate to generate additional local revenue. Some cities, such as San Francisco, have adopted tiered rates. San Francisco's rates can be found at this link: [link: www.tinyurl.com/SFTfrTax](http://www.tinyurl.com/SFTfrTax) or by calling the county tax assessor's office at 415-554-5596.



Since most transfer tax ordinances do not specify whether the tax is to be paid by the Buyer or the Seller, the custom that prevails in the jurisdiction in which the real property is located usually dictates who will pay the tax. In San Francisco, it is the custom for the Seller to pay the transfer tax. One common exception is in new construction sales, where the buyer usually pays the transfer tax.

However, the SBSA includes a paragraph referring to Community Enhancement and Private Transfer Fees. Although not commonplace, such fees are charged occasionally in San Francisco. For example, in Mission Bay, a Community Enhancement Fee which is customarily paid by the Buyer upon resale.

### 23. REPORT OF RESIDENTIAL BUILDING RECORD ("3R")

Local law requires that owners of one or more dwelling units obtain and deliver to Buyers a Report of Residential Building Record ("3R") prior to selling the Property. The Records Management Division of DBI will issue a 3R upon request using the following online order form: [www.tinyurl.com/3RApplication](http://www.tinyurl.com/3RApplication). The fee for the report is shown on the form. The time to produce the report can be several weeks.

Seller is advised to instruct their Listing Broker/Agent to order a 3R report on their behalf, as soon as the Listing Agreement is signed. Review and approval of the 3R by the Buyer is a condition of the Purchase Agreement.

The body of the report purports to list all building permits for the Property, dating back to the original construction. However, if the original construction was prior to the April 1906 earthquake, that permit will not be shown, as the Building Department lost its records in the fire which followed. The 3R report does not include permits for electrical or plumbing work. Those DBI departments maintain their own permit history.

The codes on the line items are explained on the second page of the report. Note, however, that all permits prior to 1950 will show as 'N' (New), rather than 'C' (Completed), as the City did not issue Job Cards or record the Final Completion of permitted work prior to that time. The report also shows the Original and Current Permitted Use of the building, as an "n-Family Dwelling." The Current Permitted Use shown on a 3R has more credence with the Planning Department than the Assessor's records for the Property. If the Permitted Use is missing or "Unknown," Buyer should contact the Planning Department and inquire whether or not this can be corrected or otherwise addressed prior to removing Buyer's inspection contingencies.

The accuracy of 3R reports is less than 100%, as records have been lost, misfiled, or not copied accurately over the years. If the existence or absence of a particular permit is important, then Buyer should retain a qualified permit researcher to investigate further. The 3R report is not a guarantee that the work performed under any of the listed permits was done in compliance with applicable laws. Therefore, Buyer should conduct his or her own investigation regarding such work.

### 24. PERMIT ISSUES

Some improvements to property such as repairs, remodels and additions may have been done without a required permit. One such example would be where an additional living unit (an "in-law") is being rented by the Seller but the required permits were not obtained for it. An improvement that is made without the required permit can, among other things, have a negative impact on value, lending or appraisals; require a retrofit; impact habitability; preclude insurance coverage; and result in fees, penalties, and government and/or civil enforcement actions.

There are also significant restrictions affecting an owner's right to construct or improve garages in San Francisco. Therefore, if Buyer intends to build a garage or alter an existing one, Buyer is strongly advised to consult a qualified architect, engineer and/or contractor before removing any inspection contingencies.

### 25. NONCONFORMING ROOMS, ALTERATIONS OR ADDITIONS

Buyers are advised that any rooms, alterations or additions to the Property that were made or constructed without

necessary permits or certificates of completion (“nonconforming improvements”) may be subject to fines, permit costs, construction costs and other expenses to bring into conformity. In some cases, nonconforming improvements may be subject to removal by local building inspection and code enforcement agencies. Nonconforming rental units may be required to be vacated and possibly removed. It might not be possible to legalize such nonconforming improvements because of zoning or permit issues and/or other legal or regulatory limitations. San Francisco Department of Building Inspection and code enforcement agencies may conduct random inspections of properties for permit, code and other violations while the Property is being marketed. Such nonconforming improvements may also be discovered when anyone applies for a new permit to do work on the Property. Whenever nonconforming uses are discovered, the current owner could face expensive repairs, permit fees and other costs and/or even removal of the nonconforming improvement.

While Sellers are obligated to disclose any known nonconforming improvements, the Seller may not be aware of some or all illegal improvements or uses, especially those that were made prior to the Seller's ownership of the Property. In addition, real estate Brokers and agents are not required by law to inspect public records and cannot determine the legal status of improvements based solely on their required visual inspection of the property. For these reasons, Buyers are strongly urged to investigate possible nonconforming improvements by contacting the local building inspection and code enforcement agencies as well as obtaining the advice of contractors, architects, engineers or other professionals regarding the status and condition of the Property prior to removing inspection contingencies.

## 26. CODE COMPLIANCE AND ENFORCEMENT

If this Property is not new, some aspects, components and structures may not meet current codes. This may be because codes have changed since the improvements were first constructed or, in some cases, the improvements did not meet the codes in effect at the time they were built. Real estate brokers/agents are not qualified to identify code violations. If the San Francisco Department of Building Inspection (DBI) discovers code violations, whether as part of a random inspection or an application to perform new work, or in response to a complaint, the current owner may be required to bring the Property into compliance or remove or demolish the portion of the Property that is in violation. Prior to removal of the inspection contingency, Buyers should have the home inspected by a qualified home inspector who can comment on local codes, regulations and enforcement practices.

## 27. RENT AND EVICTION CONTROL ORDINANCE

On June 13, 1979, the San Francisco Residential Rent Stabilization and Arbitration Ordinance (“Rent Ordinance”) was signed into law, which re-established rent control in San Francisco. Buildings constructed after that date were exempted (in order not to discourage new construction), owner-occupied buildings of four units or less were exempt, and an annual rent increase limit was intended to be set annually by the Board of Supervisors in the range of 4% to 7%. Those last two provisions were changed by the passing of a ballot measure in November 1992, so that now *all* pre-June 13, 1979 buildings are included, whether owner-occupied or not, and annual rent increases are limited to 60% of the Bay Area Consumer Price Index. The allowable annual rent increases are published by the San Francisco Residential Rent Stabilization and Arbitration Board (“Rent Board”) on its website at [www.sfrb.org](http://www.sfrb.org).

In addition to limiting the amounts of rent increases, the Rent Ordinance also limits the right of a landlord to terminate a tenancy to circumstances where a “just cause” reason is present. There are 16 “just cause” reasons authorized by the Rent Ordinance, including, without limitation, the non-payment of rent, the breach of a lease covenant, creating or permitting a nuisance, an owner-move-in, or the invocation of the Ellis Act. Terminating the tenancy of a rent-controlled tenant in San Francisco can be very difficult, and landlords can incur significant liability for wrongful endeavors to do so. Therefore, if the Property is occupied by tenants, Buyer is urged to consult with a qualified California real estate attorney who specializes in landlord/tenant issues in San Francisco.

The Rent Ordinance also requires that a Seller of a building containing two or more residential units, one or more of which will be delivered vacant at the close of escrow, disclose the legal grounds for the termination of the tenancy in each vacant unit and whether the unit was occupied by an elderly or disabled tenant at the time the tenancy was

terminated. (See SFCA form VUDIS-SF). Because such terminations can affect the use of vacant rental units even after the sale, Buyer is again urged to consult a qualified real estate attorney for advice on such issues.

The Rent Ordinance is further refined by a set of Rules and Regulations established and updated regularly by the Rent Board. The Rent Ordinance and the Rules and Regulations can be found on the Rent Board's website at [www.sfrb.org](http://www.sfrb.org). However, since this is a complex area and the penalties for not following the established laws can include triple damage payments, Buyers and Sellers are advised to consult a qualified attorney when negotiating the sale or purchase of rental property.

The above-described limitations do not constitute an exhaustive list of all the restrictions imposed by the Rent Ordinance or its Rules and Regulations. Real estate brokers/agents are not qualified to explain all ramifications of the applicable State and local law. Therefore, Buyers are strongly advised to seek the advice of a qualified California real estate attorney who specializes in landlord/tenant issues in San Francisco.

## **28. TENANT SECURITY DEPOSITS**

Landlords may collect a "security deposit" from tenants, not to exceed two months' rent for unfurnished units and three months' rent for furnished units. All amounts held, whether described as key deposits, last month's rent, pet deposit, etc., are included in the definition of security deposit. The handling of security deposits is primarily governed by State Law. Upon departure of the tenant, the security deposit must be returned within 21 days. Any deductions (for example, for damages or additional cleaning) must be itemized and made pursuant to specific procedures that should be followed carefully to avoid potentially significant penalties for the wrongful withholding of a security deposit.

Additionally, in San Francisco, local law requires landlords to pay simple interest on all security deposits held for at least one year at a rate determined annually by the Rent Board and published on their website. (Also see SFCA form SDC-SF).

## **29. APARTMENT LICENSE FEES AND RENT ORDINANCE FEES**

DBI recovers part of its costs by charging an Apartment License Fee to owners of 3-unit or larger apartment buildings and condominiums. This fee is added to the property tax bill annually. The fee varies according to the age of the building (pre- or post-June 13, 1979) and the number of units and can be found at [www.sfdbi.org](http://www.sfdbi.org).

The Rent Board recovers part of its operating costs through a per-unit fee charged to landlords for each residential dwelling unit subject to the Rent Ordinance. This fee is also added to the property tax bill annually. Fifty percent of the fee may be charged to the tenant living in the unit on November 1 of each year, either billed to them or deducted from their security deposit interest. (More information on the Rent Board fee and the history of the amounts charged can be found on the Rent Board's website and on SFCA form SDC-SF).

## **30. OWNER AND RELATIVE MOVE-IN EVICTIONS**

The Rent Ordinance authorizes an owner to evict a tenant from a rental unit in order to live there as his/her principal place of residence. However, the Rent Ordinance restricts the right of an owner to do so in a number of material respects, and also sets forth stringent legal and notice requirements, related to which Buyer is strongly recommended to consult with a qualified real estate attorney specializing in San Francisco landlord-tenant law.

For example, the Owner Move-In eviction ("OMI") requires that an owner intend to occupy the unit as his or her principal place of residence for at least 36 continuous months. Also, the Rent Ordinance generally only allows an OMI eviction from one unit in the Property. If there has been a prior OMI eviction, Buyer generally may not do an OMI eviction after December 18, 1998, from any unit in the Property except the one specific unit that was the subject of the prior eviction. The Rent Ordinance also generally prohibits an owner from doing an OMI eviction if any tenant in the unit: (1) is 60 years of age or older and has lived in the unit for at least ten (10) years; (2) is disabled, qualified to receive SSI/SSP payments, and has lived in the unit for at least ten (10) years; or (3) is catastrophically ill and has lived in the unit for at least five (5) years. This type of tenant is commonly referred to as a "Protected Tenant." The

Rent Ordinance provides further definitions on what does and does not qualify an occupant as a protected tenant for purposes of an OMI. There are many other limitations on evictions, including but not limited to provisions governing the timing of an eviction notice when a minor child is in occupancy, and the above is not intended to be an exhaustive list.

In addition to authorizing OMI evictions, the Rent Ordinance allows Relative Move-In (“RMI”) evictions in certain circumstances. The RMI eviction is also subject to a number of significant restrictions, as well as legal and notice requirements. For example, an RMI can generally only be done for certain relatives (the landlord's grandparents, grandchildren, parents, children, brother, sister, or the landlord's spouse or the spouses of such relations) who intend to occupy the unit as their principal residence for at least 36 continuous months. Further, an RMI can generally only be done if the owner either lives in the Property or is simultaneously pursuing an OMI eviction to evict a tenant from another unit in the Property. There are many additional limitations on an owner's right to pursue an RMI eviction, including but not limited to provisions governing the timing of the RMI eviction notice when a minor child is in occupancy, and the above is not intended to be an exhaustive list.

When proceeding with either an OMI or an RMI eviction, the owner is required to pay relocation payments to the displaced tenants (see Paragraph 31).

Given the complexities involved with OMI and RMI evictions, it is strongly recommended that Buyer request from Seller a copy of the “Request for Protected Tenant Status Information and Tenant Declaration Regarding Protected Status” (SFCA form RFIUS-SF), which form should be completed and signed by any tenants then in possession of the Property before removal of Buyer's contingencies. It is likewise recommended that Buyer review the completed forms carefully, and obtain the advice of a qualified California real estate attorney who specializes in landlord/tenant issues in San Francisco, with respect to the OMI/RMI restrictions and how they may apply given the content of the completed RFIUS-SF forms. Buyer is advised to obtain such advice before removing the applicable contingencies.

Once an OMI or RMI eviction is completed, the owner will have limitations on re-rental and certain reporting requirements. If the owner seeks to re-rent the unit during the five-year period after the OMI/RMI notice was served, the evicted tenant has a right of first refusal to re-rent the unit at the same rent he/she would have paid had he/she remained in occupancy. If an owner seeks to re-rent within five years of service of the eviction notice and the prior tenant does not want to re-rent the unit, the unit may be offered to the public, but for no more than the rental amount the former tenant would have paid if he/she had remained in occupancy. Furthermore, the Rent Board requires that an owner annually file a statement stating, among other things, the date of the recovery of the premises, and whether the owner or relative is living in the premises, with supporting documentation. The penalty for failure to comply starts at \$250 for the first violation and eventually increases to \$1,000 per violation.

### **31. RELOCATION PAYMENTS AND TENANT BUYOUTS**

Under the Rent Ordinance, landlords are required to pay certain relocation payments to tenants who are evicted for: owner/relative move-in under Section 37.9(a)(8); demolition or permanent removal from housing use under Section 37.9(a)(10); substantial rehabilitation under Section 37.9(a)(12); or the Ellis Act under Section 37.9(a)(13). Landlords had also historically been obligated to pay these amounts to tenants temporarily evicted for capital improvement work under Section 37.9(a)(11); however, a State law has been passed superseding that provision in certain situations depending on the duration of the temporary displacement. Buyer is advised to consult a qualified California real estate attorney who specializes in landlord/tenant law in San Francisco about such issues.

The amounts of relocation payments are adjusted each year by the Rent Board and can be found at the following link: <http://tinyurl.com/RelocationPayment> and for Ellis Act evictions at: <http://tinyurl.com/EllisActPayment> or by calling the Rent Board at 415-252-4602.

San Francisco has adopted an ordinance governing “Buyout Agreements” (agreements by which a landlord pays a



tenant money or provides other consideration to vacate a rental unit). In addition, the ordinance dictates a detailed multi-step process for “Buyout Negotiations” (any discussion or bargaining, oral or written, between a landlord and tenant regarding the possibility of entering into a Buyout Agreement). SFCA form TBLA-SF provides a partial summary of the ordinance. The full text may be found at: [www.tinyurl.com/SFBuyouts](http://www.tinyurl.com/SFBuyouts).

Broker is not qualified to give any legal advice regarding evictions, relocation payments or tenancy buyouts. Buyer is advised to seek the advice of a qualified California real estate attorney who specializes in landlord/tenant issues in San Francisco.

### 32. ELLIS ACT EVICTIONS

As an alternative to continuing to rent units in the Property, Buyer can choose to terminate the tenancies of all occupied rental units by invoking the provisions of California Government Code Sections 7060 - 7060.7 (the “Ellis Act”). Section 37.9(a)(13) of the Rent Ordinance provides that the Ellis Act is a just cause for eviction. However, as with an OMI/RMI, there are many limitations on the Ellis Act process, and invoking the Ellis Act can have significant impacts on the use and value of the Property in the future.

Generally, those limitations prevent or restrict the re-rental of units for specific time periods and provide certain re-rental rights for tenants who were evicted pursuant to the Ellis Act. The duration of these restrictions, the amount of rent that can be charged upon a re-rental and whether prior occupants have a right to return are all complex issues about which Buyer is advised to obtain the advice of a qualified California real estate attorney who specializes in landlord/tenant issues in San Francisco.

The limitations imposed by the Rent Ordinance for Ellis Act evictions also include the obligation to pay relocation expenses. The obligation to pay those expenses is similar to, but does not exactly overlap, that discussed above in the preceding Section. If Buyer is contemplating the use of the Ellis Act as a means of recovering possession of units at the Property, Buyer is advised to seek the advice of a qualified California real estate attorney who specializes in landlord/tenant issues in San Francisco on the relocation payment obligations and how they are distinct from those discussed above.

Furthermore, as restrictions imposed by the Ellis Act continue to affect a property even after sale, Buyer is advised to obtain any and all available records from Seller and the Rent Board about any prior Ellis Act evictions at the Property. Failure to comply with the re-rental restrictions of the Ellis Act and Rent Ordinance can subject the owner to significant liability claims by evicted tenants or the City and County of San Francisco; therefore, **Buyer is urged to consult a qualified California real estate attorney who specializes in landlord/tenant issues in San Francisco to fully appreciate and understand the effects of the Ellis Act on the Property.**

### 33. SHORT-TERM RESIDENTIAL RENTALS

San Francisco regulates what are supposed to be short-term residential rentals facilitated by companies such as Airbnb. Currently, that law allows property owners and tenants to conduct short-term residential rentals without violating the requirements of the City's Residential Unit Conversion and Demolition Ordinance (Administrative Code Chapter 41A) or the Planning Code, subject to many requirements. A short-term residential rental for purposes of that law is a rental of all or a portion of a residential unit for periods of less than 30 nights. To engage in such rentals under this law, eligible Permanent Residents (owners and tenants) must apply to place their residential unit on the “Office of Short-Term Rentals' Short-Term Residential Rental Registry.” Further information can be found at this link: <http://www.ShortTermRentals.sfgov.org> or by calling 415-575-9179.

### 34. SELLER OCCUPANCY AFTER CLOSE OF ESCROW

Under the Rent Ordinance, a Seller of real property who continues to occupy the property after the close of escrow may acquire tenants' rights, which may make it difficult for the Buyer to recover possession of the newly purchased property if a dispute arises before the Seller vacates. If Buyer is considering whether to allow Seller to occupy the

Property after the close of escrow, Buyer is urged to consult with a qualified California real estate attorney who specializes in landlord/tenant issues in San Francisco to assess the risks and benefits of such an arrangement.

### 35. CONDOMINIUM CONVERSION ORDINANCE

Since 1982, local laws in San Francisco have severely limited the conversion of apartment buildings to condominiums. In summary, no buildings containing 7 or more residential units could be converted, and a lottery system was in place allowing no more than 200 units to be created annually from 2-6 unit apartment buildings (the "Lottery"). The only exceptions to the Lottery system were 2-unit buildings with both units owner-occupied. Such buildings could bypass the Lottery and begin the conversion process after both units had been simultaneously owner-occupied for a year.

In June 2013 a new ordinance was passed suspending the Lottery system for 10 to 12 years and further restricting entry into it, if and when it does resume. Those restrictions include eliminating all buildings with more than 4 residential units and increasing the owner-occupancy requirements for 3- and 4-unit buildings, such that any building entering the lottery can have only one unit with a tenant in place. In the interim, a schedule of permissions to convert for buildings which have met the prior requirements to enter the Lottery has been created. New conversion fees of as much as \$20,000 per unit are charged and lifetime leases must be offered to non-purchasing tenants.

Certain buildings are ineligible for condominium conversion based on past tenant "No-Fault Evictions." ("No Fault Evictions" include OMI, RMI, Ellis Act, permanent removal of rental units and capital improvement evictions.) Buyer is advised to investigate past No-Fault Evictions if the Property is being purchased with any intention to convert the units to condominiums. Because the conversion restrictions apply regardless of whether the evictions were done by Seller or a prior owner, if Buyer intends to convert the Property to condominiums, Buyer is also urged to consult a qualified California real estate attorney who specializes in landlord/tenant issues and condominium conversions in San Francisco before removing the applicable contingency.

### 36. TENANCIES-IN-COMMON

A Tenancy-in-Common (TIC) is a form of ownership in which all of the owners of the Property (the "co-tenants" or "tenants-in-common") own undivided interests in the entire property, in percentages set forth in their respective deeds. By agreement, the owners may assign to one another specific occupancy and other rights. Usually, all of the owners are fully liable for the mortgage, unless each owner has secured an individual loan for their TIC interest, and the mortgage generally cannot be modified without the consent of the lender and all of the owners. These are extremely complex relationships requiring, among other matters, a carefully written TIC agreement setting forth the rights and responsibilities of all of the owners, including rights of exclusive occupancy of specific units, parking or storage spaces, financial obligations, restrictions on use, use of common areas, restrictions on subsequent sales and dispute resolution mechanisms. Brokers are not qualified to review and analyze TIC agreements. Prior to purchasing a TIC property, Buyer is strongly urged to seek the advice of a qualified California real estate attorney to review any existing TIC agreement, and to otherwise advise Buyer regarding the nature of this unique form of real estate ownership in general, and specifically this particular TIC arrangement. See SFCA form TICFDS-SF.

### 37. SQUARE FOOTAGE DISCLOSURE

Measurements of a property vary from source to source and often conflict. There is no official source and no agreed upon method of calculation. For instance, appraisers often include the thickness of exterior walls; surveyors of condominium units typically measure the space between interior walls and around obstructions, such as fireplace flues; and floor-plan designers employ a wide variety of methods. Tax records are often out of date and may fail to reflect various structural modifications. Measurements may or may not include some 'finished' or 'unfinished' space and may not make a determination of the 'legality' of the space. Different sources of building or interior square feet can include the following: the San Francisco Assessor's tax records, condominium maps or plans, floor plans by graphic artists, architectural drawings and appraisal diagrams.

Buyer may perform their own measurement prior to entering into a contract or during their due diligence contingency

period. Any figures which quote a “price per square foot” for properties are broad estimates only, and the accuracy of any such figures should be independently verified by Buyer.

**If the interior square footage or lot size of the Property is an important consideration in Buyer's decision to purchase or the price to pay, Buyer is advised to conduct and rely solely on Buyer's own independent determination of its size.**

### 38. HOMEOWNERS AND NEIGHBORHOOD ONLINE SITES

Homeowner and neighborhood associations often maintain authorized websites, chat rooms, Google groups, blogs or other forums. Other unauthorized, interested-party sites may be found as well. Critical information that can significantly affect a purchase decision is regularly found on these sites, such as important notices and documents pertaining to the governance of the HOA. Some sites also allow readers to express opinions and air complaints, or to gossip, speculate or spread rumors, making it difficult to determine what is factual and what is not.

The Seller and agents may not be aware of such sites, nor will they conduct a search for them. Buyers should conduct an independent online search for all sites relevant to a Property, then access and review the content thoroughly prior to removal of inspection contingencies. Buyers are advised to engage a qualified real estate attorney with related questions.

### 39. AFFORDABLE HOUSING ENCUMBRANCES

The City and County of San Francisco offers various affordable housing programs for low- to moderate-income buyers. These restrictions typically prohibit a buyer from reselling the Property at market price. Instead, such a buyer at the time of resale must comply with various requirements that ensure another qualified low- to moderate-income person is buying the Property, and that person gets the benefit of a controlled, below market price. (An example of one of these restrictions is reprinted below.) The Buyer of a property subject to such a special program is bound by it, regardless of whether they knew about the restrictions or not. Thus, any such Buyer needs to be duly informed of these restrictions.

In some instances, a Seller and the Brokers/Agents involved in a transaction may have no actual knowledge that any such restrictions apply. This could happen, for example, where the Seller was not informed of the restrictions when they bought the Property, or the owner is deceased and the Property is sold in probate. In such instances, an unsuspecting Buyer could pay market price, which would be well over what may otherwise be allowed under the applicable San Francisco affordable housing program.

To protect against non-disclosure in this regard, local government requires recordation with the County Recorder of documents describing the special restrictions. In some instances, there are special instruments pertaining to a particular unit. In other instances, the only document is the subdivision map for the entire condominium project. But at present, it is unclear if all title companies in their Preliminary Reports (Prelims) are describing such restrictions in a manner that makes it easy for Buyers to recognize them. For example, it has come to the Association's attention that some title companies, for example, may be providing Prelims that (a) first reference the San Francisco affordable housing restrictions in the “exceptions” along these lines: *“Recitals as shown under “General Notes” on that certain map recorded [Month/Day/Year], in Condominium Map Book XX, at Pages XXI-XX4, of Official Record”*; and, (b) then attach and incorporate in the Prelim less than sharp copies of the entire subdivision map for the condominium project with the pertinent disclosure for the unit for sale in print as small as 6-point type. (6-point type, for example, looks like this: SPECIAL NOTE: UNITS XXX and XXX SHOWN ON THIS MAP HAVE BEEN DETERMINED TO BE PART OF THE CITY'S LOW AND MODERATE INCOME HOUSING STOCK, SUBJECT TO MAXIMUM SALES PRICE, PRICE INCREASE RESTRICTIONS AND RESALE PROVISIONS OF SECTION 1385 OF THE SUBDIVISION CODE....

Information on San Francisco's “Below-Market Rate ('BMR') Condominium Conversion” Program can be found at <http://sfmohch.org/BMR-Condo-Conversion-Program> or by calling 415-701-5500. Section 1385 of the San Francisco Subdivision Code can be found at: <http://tinyurl.com/SubdivisionCode>.

Buyers and Sellers who receive Prelims with “exceptions” similar to the above example, or who otherwise are concerned that a special housing program may affect the Property for sale, are urged to engage a qualified real estate attorney. A broker/agent is not qualified to provide advice in this regard or answer any related legal questions.

#### 40. WATER HEATERS

Under State law, all water heaters must be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion, and a Seller of Property must certify to a Buyer that the bracing requirement has been satisfied. In addition, water heaters which are newly installed or moved must be raised so their ignition point is 18 inches off the ground. Many other plumbing code requirements may also apply, e.g., gas venting, pipe wrapping, temperature and pressure relief valves, drain valves and bollard protection in garages.

#### 41. SMOKE AND CARBON MONOXIDE DETECTORS

California Health and Safety Code §13113.8 and San Francisco Ordinance 386–84 require smoke detectors in residential property. If a TDS is required, the Seller certifies that the Property has (or will have prior to Close of Escrow) operable smoke detectors which are approved and installed in compliance with the State Fire Marshal's regulations and applicable local standards. In addition, DBI requires smoke detectors in all bedrooms of residential property before it will issue a Certificate of Completion for any permitted contracting work costing \$1,000 or more.

State law requires carbon monoxide detectors in living areas for all residential properties that have fossil fuel burning appliances, even if those are several floors below, such as, furnaces in the basement of a condominium building.

#### 42. RESIDENTIAL ENERGY AND WATER CONSERVATION ORDINANCES

The San Francisco Residential Energy Conservation Ordinance requires a Seller to notify a Buyer of the requirements of the ordinance. Delivery of an informational brochure entitled, *What You Should Know About San Francisco's Residential Energy and Water Conservation Requirements* satisfies this requirement. The brochure is available online at: <http://tinyurl.com/SFEnergyWaterBrochure>

Prior to the transfer of title of any residential building the Seller or their Broker must: (a) obtain a valid energy inspection by a qualified energy inspector; (b) install all required conservation measures as itemized in a form specified by DBI; (c) furnish to the Buyer a copy of the completed inspection form, showing compliance with required energy conservation measures; and (d) record a certificate of completion with the county recorder's office no later than the transfer of title. However, this inspection is not required when a proof of compliance has been recorded already with DBI and the county recorder's office. No Seller is required to spend more than one percent of the purchase price or one percent of the assessed value of the building, whichever is greater, to comply with the energy ordinance. Further, in the case of one or two-unit buildings, the cost of compliance shall not be greater than \$1,300. Exemptions from the energy ordinance include residential buildings permitted after July 1, 1978, live/work lofts, transfers pursuant to a court order, and transfers between co-owners, spouses, registered domestic partners or certain relatives.

The responsibility for compliance with the ordinance may be transferred from Seller to Buyer provided that before transfer of title (a) a valid energy inspection has been performed; (b) a written agreement is signed by Seller and Buyer wherein Buyer agrees that the energy conservation measures will be installed within 180 days after transfer; and (c) Seller agrees that funds equal to one percent of the purchase price will be deposited in escrow. Further information on this ordinance can be obtained from DBI at (415) 558-6088.

#### 43. WATER CONSERVATION

Unlike the energy ordinance, water conservation inspections are required prior to each sale of most residential buildings, regardless of prior energy and water compliance certification. Exemptions are more limited than for energy compliance, but include transfers pursuant to a court order, and transfers between co-owners, spouses, registered domestic partners or certain relatives. Unless exempt, the following water conservation measures are required:



- Low-Flow Showerheads: Any showerhead with a maximum flow of more than 2.5 gallons per minute must be replaced. All showers may have no more than one showerhead per valve.
- Faucet Aerators: An aerator with a flow rate of 2.2 gallons per minute or less must be installed on all sink faucets.
- Toilets: All toilets with a water consumption of more than 1.6 gallons per flush must be replaced. Modifications to toilets with a rated water consumption greater than 1.6 gallons per flush no longer comply. An exemption may be granted if the historical integrity of the building would be compromised by the replacement.
- Leak Repair: All plumbing leaks must be located and repaired.

Contact the Water Department at (415) 551-3000 for more detailed information regarding compliance and exempt properties and transfers.

#### 44. BOILER ORDINANCE

Some homes in San Francisco contain boilers, which generate steam for heat or for domestic hot water production. Homeowners who have boilers on their property must maintain their boiler in safe operating condition and also maintain a current "Permit to Operate Boiler." The permit must be renewed annually and displayed near the boiler. For more information, visit: <http://tinyurl.com/SFBoiler>.

#### 45. UNDERGROUND STORAGE TANKS (USTs)

Tanks buried in front of residential properties were used for the storage of oil for steam heat systems, beginning in the late 1800s. They can be identified by a number of indicators -- a filler cap in the sidewalk; a breather spout attached to an exterior building wall (which allowed air to be displaced from the tank as it was filled); a fire-brick enclosed boiler room in the basement; and, sometimes still in place, an electrical box on a wall in the boiler room labeled "Oil Burner." The tanks were abandoned when the fuel source was replaced with piped natural gas. Article 21 of the San Francisco Health Code requires owners, within 30 days of discovering a disused underground tank, to file a plan to "close" it by either removing it, or filling it with concrete and taking out a license, to be renewed annually, to continue to own it in place. Removal is the preferred approach, but can become expensive if the tank has deteriorated and oil has leaked into the soil below, thereby causing contamination and requiring remediation. California Health and Safety Code §25280 establishes the standards for removal and remediation. A professional inspection is recommended if a Buyer suspects that a UST may still be in place and has not been given any evidence to the contrary. Owners of real property in San Francisco are advised to retain prior UST inspection reports and, if a tank has been removed, the closure documentation.

#### 46. UNREINFORCED MASONRY AND SOFT-STORY BUILDINGS

In 1992, a San Francisco Ordinance required that Unreinforced Masonry Buildings (UMBs), identified as such by DBI, be retrofitted to a minimum "bolts-plus" standard. By now most of the brick buildings identified on DBI's "UMB list" have been so retrofitted. Further information may be found at <http://sfdbi.org/SoftStory>.

"Soft-Story" buildings have been determined by the City and County of San Francisco to pose a risk of collapse during a major earthquake. Accordingly, local law now requires the owners of such buildings to seismically strengthen them.

A Soft-Story building is defined under local law as any structure that (a) was constructed or had a permit application for its construction submitted before 1978; (b) has 3 or more stories (or 2 stories over a basement or underfloor area that has any portion extending above grade) and 5 or more dwelling units (whether the dwelling unit is legally approved for residential use or not), including condominium buildings, and residential or tourist hotels (whether or not all guestrooms have kitchens); and (c) which has not had certain seismic strengthening work completed in compliance with applicable building codes. Generally, but not always, such buildings will also have first story perimeter walls with large openings for garage doors or windows, few interior partitions, and/or construction materials that have deteriorated over time.

The seismic retrofit work necessary to comply with this law can result in substantial costs. Real estate brokers and

agents are not qualified to provide cost estimates, evaluate any prior seismic work for compliance with the law, or otherwise opine as to the law's requirements, and they do not investigate public records, such as at the San Francisco Department of Building Inspection. Before removing contingencies, it is strongly recommended that Buyers of "Soft Story" buildings (or a condominium unit in such a building) engage qualified construction or design professionals to fully investigate the Property, including without limitation, the costs to complete any necessary retrofit work.

Additional information on Soft-Story buildings can be obtained from the San Francisco Director of Earthquake Safety at (415) 554-5404, by visiting City Hall, Room 362, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or at this web page: <http://sfdbi.org/SoftStory>. The City has created a list of buildings that the City "believes, to the best of our knowledge, to be within the scope of the Mandatory Seismic Retrofit Ordinance. These are not necessarily unsafe buildings, but rather buildings that need to be screened to ascertain if they are within this program or not." That list can be found at: <http://sfdbi.org/Soft-Story-Properties-List>. The law can be found at: <http://tinyurl.com/SoftStoryLaw>.

#### 47. SAFETY INSPECTION – DECKS AND APPENDAGES

For apartment buildings and residential condominiums of 3 or more units, and hotels, San Francisco Housing Code Section 604 requires periodic inspection of all building "appendages", defined as "all wood and metal decks, balconies, landings, exit corridors, stairway systems, guardrails, handrails, fire escapes, or any parts thereof in weather-exposed areas – but NOT including interior building areas." The inspection must be performed by either a licensed general contractor, structural pest control licensee, or a licensed professional architect or engineer, for the purpose of verifying that the exit system, corridor, balcony, deck, or any part thereof is in general safe condition, in adequate working order, and free from hazardous dry rot, fungus, deterioration, decay, or improper alteration.

Property owners shall provide proof of compliance with this Section by submitting a mandated affidavit, with verification (if applicable) completed and signed by the licensed professional who inspected the building. Completed affidavits must be submitted to the Housing Inspection Services Division every 5 years at the following address: San Francisco Department of Building Inspection Housing Inspection Services Division, Attn: Section 604 H.C. Affidavit Filing, 1660 Mission Street, 6th Floor San Francisco, CA 94103-2414. The affidavit and full text of the requirements can be found at: <http://sfdbi.org/DeckSafety>.

#### 48. TREES AND VEGETATION

According to the Department of Public Works, there are about 100,000 street trees in the city of San Francisco. The City is responsible for maintaining trees in the public sidewalk area next to properties, as well as the sidewalk around those trees. It is important to note that a property owner must obtain a permit to either plant or remove a tree. Removing a tree without a permit can subject the owner to a fine. For more information, see: <http://www.sfdpw.org>.

#### 49. HOUSEHOLD AND HAZARDOUS WASTES

San Francisco residents must divide household waste into three bins: recycling, compost and landfill waste. In addition to that, there are several types of hazardous waste that must be handled separately: batteries are to be placed in a plastic bag and left on top of one of the collection bins; cooking oil should be poured into leak-proof containers and delivered to a collection site; old medications are accepted at most pharmacies for disposal; paint can be disposed of at Recology's Hazardous Waste Collection Facility or many hardware stores in the city; syringes and needles can be dropped off in a "sharps" container at most pharmacies in San Francisco, and fluorescent light bulbs and tubes can be dropped off at neighborhood collection sites, which can be found here: <http://www.RecycleWhere.org/>.

In 1986 San Francisco enacted ordinance 253-86 relating to hazardous wastes in soil. Also known as the "Maher Ordinance", it is primarily concerned with land in San Francisco where fill was placed near the bay after the 1906 earthquake. It addresses the risk that such fill may have hazardous levels of organic or inorganic constituents that may pose a health and safety risk to the public and requires a notice to Buyers of such land regarding the contents of the ordinance. Applicants for building permits which involve the disturbance of 50 cubic yards of soil or more may be affected. SF Health Code Sections 1219 - 1237 apply and Building Code Section 106A.3.2.4 contains a full explanation

of the ordinance. A map identifying its scope can be found at the following link: [www.tinyurl.com/SFMaherMap](http://www.tinyurl.com/SFMaherMap).

### **C. SUPPLEMENTS TO THIS ADVISORY AND INFORMATION ON RECENT DEVELOPMENTS**

Local laws affecting San Francisco real property often change during the year. While it is beyond the scope of this Advisory to provide a comprehensive and up to date report on all new local laws, the latest additions to this Advisory and a summary of general information on recent developments compiled by the San Francisco Association of REALTORS® can be found at: [www.SFARAdvisories.com](http://www.SFARAdvisories.com). Buyers and Sellers should engage a qualified real estate attorney who is knowledgeable about San Francisco's local laws for advice regarding a specific real estate transaction.

### **D. RECOMMENDATION TO RETAIN A QUALIFIED ATTORNEY AND ACCOUNTANT**

In addition to the professional service providers you will retain to inspect and analyze the Property you are purchasing or selling, you may need legal, tax or financial advice. Brokers are not qualified to give any such advice, for example in the manner of holding title. A situation may arise during the course of your transaction that requires you to make an important decision or select a plan of action that could result in significant legal consequences and substantial impact on your personal finances. The most prudent and best plan is for you to identify a certified public accountant and qualified real estate attorney, in advance of the sale or purchase of your property. That way, you can quickly contact and seek the proper financial, legal advice and guidance needed during the transaction. If you are considering an IRS 1031 exchange, contact an exchange accommodator to discuss the proper method, timing and documentation of the exchange.

**In these and all other matters referred to in this General Information (Disclosures and Disclaimers Advisory), Buyer and Seller are advised to seek any desired assistance from appropriate qualified professionals. Nothing Broker/Agent may say will change the terms or effect of this Advisory.**

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF THIS ADVISORY.

Buyer \_\_\_\_\_ Date: \_\_\_\_\_ Buyer \_\_\_\_\_ Date: \_\_\_\_\_

Seller \_\_\_\_\_ Date: \_\_\_\_\_ Seller \_\_\_\_\_ Date: \_\_\_\_\_  
*Altha J Grant 2009 Trust* *Altha J Grant 2009 Trust*

BROKERS/AGENTS CAN ADVISE ON REAL ESTATE TRANSACTIONS ONLY. FOR LEGAL OR TAX ADVICE, CONSULT A QUALIFIED ATTORNEY OR CPA.



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## BUYER'S INSPECTION ELECTIONS

(C.A.R. Form BIE, REVISED 11/13)

Property Address: 1498 Underwood Ave, San Francisco, CA 94124-3212 ("Property").

**A. IMPORTANCE OF PROPERTY INVESTIGATION:** Unless otherwise specified in the Agreement, the physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. A Broker's inspection is limited visual inspection (see C.A.R. Form AVID); a Broker is not qualified to conduct the inspections listed below nor will Broker conduct these inspections checked by Buyer. For these reasons, you should conduct thorough inspections, investigations, tests, surveys and other studies (Inspections) of the Property personally and with appropriate professionals (see C.A.R. Form BIA and SBSA) who should provide written reports of their Inspections. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If any professional recommends further Inspections, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional Inspections.

**B. BUYER RIGHTS AND DUTIES:** You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and to investigate and verify information and facts that you know or that are within your diligent attention and observation. The Agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of the Agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of Inspections with the professional who conducted the Inspection.

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

**IF ANY BOX BELOW IS CHECKED "YES", BUYER AGREES TO PAY FOR THE SPECIFIED INSPECTION UNLESS OTHERWISE AGREED IN THE PURCHASE AGREEMENT. BUYER IS RESPONSIBLE FOR CHOOSING THE PROVIDER AND ORDERING THE INSPECTION. IF YOU DO NOT SPECIFICALLY REQUEST A PARTICULAR INSPECTION NOW, YOU MAY DO SO IN THE FUTURE, IN WRITING. HOWEVER, IF YOUR CONTRACTUAL INVESTIGATION PERIOD HAS EXPIRED, SELLER MAY NOT ALLOW THE INSPECTIONS AT THAT TIME.**

**D. BUYER INSPECTION ELECTION:** Buyer represents and agrees that Buyer has independently considered the available Inspections and at this time has decided to order only those Inspections selected "Yes" below.

- |  |                          |  |                                    |
|--|--------------------------|--|------------------------------------|
| 1. <input type="checkbox"/> Yes <input type="checkbox"/> No  | GENERAL HOME INSPECTION  | 20. <input type="checkbox"/> Yes <input type="checkbox"/> No | TREE/ARBORIST                      |
| 2. <input type="checkbox"/> Yes <input type="checkbox"/> No  | WOOD DESTROYING PESTS    | 21. <input type="checkbox"/> Yes <input type="checkbox"/> No | WELL                               |
| 3. <input type="checkbox"/> Yes <input type="checkbox"/> No  | CHIMNEY                  | 22. <input type="checkbox"/> Yes <input type="checkbox"/> No | WATER SYSTEMS AND COMPONENTS       |
| 4. <input type="checkbox"/> Yes <input type="checkbox"/> No  | ELECTRICAL               | 23. <input type="checkbox"/> Yes <input type="checkbox"/> No | RADON GAS                          |
| 5. <input type="checkbox"/> Yes <input type="checkbox"/> No  | HEATING/AIR CONDITIONING | 24. <input type="checkbox"/> Yes <input type="checkbox"/> No | FORMALDEHYDE                       |
| 6. <input type="checkbox"/> Yes <input type="checkbox"/> No  | LEAD PAINT               | 25. <input type="checkbox"/> Yes <input type="checkbox"/> No | ASBESTOS                           |
| 7. <input type="checkbox"/> Yes <input type="checkbox"/> No  | PLUMBING                 | 26. <input type="checkbox"/> Yes <input type="checkbox"/> No | METHANE GAS                        |
| 8. <input type="checkbox"/> Yes <input type="checkbox"/> No  | SQUARE FOOTAGE           | 27. <input type="checkbox"/> Yes <input type="checkbox"/> No | MOLD                               |
| 9. <input type="checkbox"/> Yes <input type="checkbox"/> No  | STRUCTURAL               | 28. <input type="checkbox"/> Yes <input type="checkbox"/> No | PERMITS                            |
| 10. <input type="checkbox"/> Yes <input type="checkbox"/> No | EASEMENTS/ENCROACHMENTS  | 29. <input type="checkbox"/> Yes <input type="checkbox"/> No | PUBLIC RECORDS                     |
| 11. <input type="checkbox"/> Yes <input type="checkbox"/> No | FOUNDATION/SLAB          | 30. <input type="checkbox"/> Yes <input type="checkbox"/> No | ZONING                             |
| 12. <input type="checkbox"/> Yes <input type="checkbox"/> No | LOT SIZE                 | 31. <input type="checkbox"/> Yes <input type="checkbox"/> No | GOVERNMENT REQUIREMENTS            |
| 13. <input type="checkbox"/> Yes <input type="checkbox"/> No | BOUNDARIES               | 32. <input type="checkbox"/> Yes <input type="checkbox"/> No | VACANT LAND/CONSTRUCTION FINANCING |
| 14. <input type="checkbox"/> Yes <input type="checkbox"/> No | POOL/SPA                 | 33. <input type="checkbox"/> Yes <input type="checkbox"/> No | CONSTRUCTION COSTS                 |
| 15. <input type="checkbox"/> Yes <input type="checkbox"/> No | ROOF                     | 34. <input type="checkbox"/> Yes <input type="checkbox"/> No | AVAILABILITY OF UTILITIES          |
| 16. <input type="checkbox"/> Yes <input type="checkbox"/> No | SEWER                    | 35. <input type="checkbox"/> Yes <input type="checkbox"/> No | ENVIRONMENTAL SURVEY               |
| 17. <input type="checkbox"/> Yes <input type="checkbox"/> No | SEPTIC SYSTEM            | 36. <input type="checkbox"/> Yes <input type="checkbox"/> No | NATURAL HAZARDS REPORTS            |
| 18. <input type="checkbox"/> Yes <input type="checkbox"/> No | SOIL STABILITY           | 37. <input type="checkbox"/> Yes <input type="checkbox"/> No | SUBDIVISION OF PROPERTY            |
| 19. <input type="checkbox"/> Yes <input type="checkbox"/> No | SURVEY                   |  |                                    |
| <input type="checkbox"/> Yes <input type="checkbox"/> No     | OTHER: _____             |  |                                    |

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

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BIE REVISED 11/13 (PAGE 1 OF 1)

BUYER'S INSPECTION ELECTION (BIE PAGE 1 OF 1)

Renovation Design Realty Inc., 5172 3rd St. San Francisco CA 94124

Phone: 415-871-6671

Fax: 415-738-5457

1498 Underwood

Sammy Hastings

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## BUYER'S INSPECTION WAIVER

(C.A.R. Form BIW, 4/08)

1498 Underwood Ave

San Francisco, CA 94124-3212

Property Address: \_\_\_\_\_ ("Property").

**A. IMPORTANCE OF PROPERTY INVESTIGATION:** Unless otherwise specified in the purchase agreement used, the physical condition of the land and any improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, (i) you should conduct thorough inspections, investigations, tests, surveys and other studies (Investigations) of the Property personally and with professionals of your own choosing who should provide written reports/disclosures of their findings and recommendations, and (ii) you should not rely solely on reports/disclosures provided by Seller or others. A general physical (home) inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If any professional recommends additional Investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional Investigations.

**B. BUYER RIGHTS AND DUTIES:** You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and to investigate and verify information and facts that you know or that are within your diligent attention and observation. If the purchase agreement gives you the right to investigate the Property the best way to protect yourself is to exercise this right. However, you must do so in accordance with the terms of, and time specified in, that agreement. It is extremely important for you to read all written reports/disclosures provided by professionals and to discuss the results of Investigations with the professionals who conducted the Investigations.

### C. WAIVERS:

1. **HOME INSPECTION WAIVER:** Broker recommends that Buyer obtain a home inspection, **even if Seller or Broker has provided Buyer with a copy of a home inspection report/disclosures obtained by Seller or a previous buyer. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

(\_\_\_\_)(\_\_\_\_) Buyer has decided not to obtain a general home inspection at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain a general home inspection.

2. **WOOD DESTROYING PEST INSPECTION WAIVER:** Broker recommends that Buyer obtain an inspection for wood destroying pests and organisms (whether paid for by Buyer or Seller). **IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

(\_\_\_\_)(\_\_\_\_) Buyer has decided not to obtain an inspection for wood destroying pests and organisms at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain an inspection for wood destroying pests and organisms.

3. **OTHER:** Broker recommends that Buyer obtain an inspection for the following items: \_\_\_\_\_

### IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

(\_\_\_\_)(\_\_\_\_) Buyer has decided not to obtain the inspection(s) noted above at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain such inspection(s).

4. **ADDITIONAL WAIVERS:** Buyer has received a:

☐ General Home Inspection Report/Disclosure, prepared by \_\_\_\_\_ dated \_\_\_\_\_,  
☐ Wood Destroying Pest and Organism Report/Disclosure, prepared by \_\_\_\_\_ dated \_\_\_\_\_,  
☐ Other \_\_\_\_\_ Report/Disclosure, prepared by \_\_\_\_\_ dated \_\_\_\_\_.

**That report/disclosure recommends that Buyer obtain additional Investigations, Broker recommends that Buyer obtain those additional Investigations. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

(\_\_\_\_)(\_\_\_\_) Buyer has decided not to obtain any of the additional inspections or reports/disclosures at this time and, unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain such additional inspections or reports/disclosures.

**Buyer represents and agrees that Buyer has independently considered the above, and all other Investigation options, has read all written reports/disclosures provided by professionals and discussed the results with the professional who conducted the Investigation. Buyer further agrees that unless Buyer makes a subsequent election in writing during Buyer's Investigation period, if any, Buyer waives the right to conduct the Investigation(s) above.**

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

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BIW 4/08 (PAGE 1 OF 1)

BUYER'S INSPECTION WAIVER (BIW PAGE 1 OF 1)

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 Sammy Hastings

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1498 Underwood



CALIFORNIA  
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**FOR YOUR PROTECTION: GET A HOME INSPECTION**  
**For FHA Transactions**  
(C.A.R. Form HID, Revised 4/08)

Name of Buyer(s) \_\_\_\_\_  
Property Address 1498 Underwood Ave  
San Francisco, CA 94124-3212

**WHY A BUYER NEEDS A HOME INSPECTION**

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- Evaluate the physical condition: structure, construction, and mechanical systems
- Identify items that need to be repaired or replaced
- Estimate the remaining useful life of the major systems, equipment, structure, and finishes

**APPRAISALS ARE DIFFERENT FROM HOME INSPECTIONS**

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- Estimate the market value of a house
- Make sure that the house meets FHA minimum property standards/requirements
- Make sure that the house is marketable

**FHA DOES NOT GUARANTEE THE VALUE OR CONDITION OF YOUR POTENTIAL NEW HOME**

If you find problems with your new home after closing, FHA cannot give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

**RADON GAS TESTING**

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

**BE AN INFORMED BUYER**

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

**I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.**

- ☐ I /We choose to have a home inspection performed.
- ☐ I /We choose not to have a home inspection performed.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

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**HID REVISED 4/08 (PAGE 1 OF 1)**

**FOR YOUR PROTECTION: GET A HOME INSPECTION (HID PAGE 1 OF 1)**

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Sammy Hastings

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1498 Underwood

## 2-4 Units Agent Detail Report

Listings as of 02/15/18 at 12:00pm

Page 1

**MLS#: 467291      Active      1498 Underwood Ave, San Francisco 94124 Bayview      \$ 795,000**



**2-4 Units**      **LD:** 02/14/18      **OMD:**02/14/18      **D/S:** 10/A  
**Cross St:** Jennings      **Map:** CU50  
**Block/Lot/APN:** 4809015A      **Zoning:** RH1      **Lot SqFt:** 2,495  
**#Units:** 3      **#Owr Occ:**      **#Vacant:**      **#Floors:**  
**#Pkg:** 0      **#Indep Pkg:**      **#Tand Pkg:**  
**~Sq Ft:** 2030      **Per Tax Records**      **\$/SF:** 391.63      **GRM:** 0.00      **YB:** 1900  
**Gross Annual Income:**      **A/S:**      **Ann Expense:** 955.48  
**Short Sale:** No      **REO:** No      **Pend. Lit.:** No      **Probate:** No      **Court:**

**Marketing Remarks:** Three-Unit Investment property in sunny Bayview District. The property is made up of a two bedroom, one bath on the Lower unit, Middle unit is three bedroom, one bath, and Upper unit is one bedroom. Property is tenant occupied. Conveniently located near third street, T-line, shopping and 280/101 freeway. Steps from the cities newest developments; the Shipyard and Candlestick. Great long-term investment. Do not disturb occupants.

<b>Show</b> Appointment Only <b>Type</b> 3 Story <b>#1 Inc</b> Oven/Range <b>#2 Inc</b> Dishwasher <b>Views</b> City Lights <b>Constr</b> Wood Frame <b>Sept</b> Water <b>Tenant</b> Electricity <b>3smt</b> None <b>Discls</b> Disclosure Pkg Avail	<b>Show</b> Call Listing Agent <b>Style</b> Victorian <b>#1 Inc</b> Refrigerator <b>Unit 3</b> 1 Bedroom <b>Floors</b> Partial Carpet <b>Roof</b> Composition <b>Sept</b> Gas <b>Tenant</b> Garbage Collection <b>Misc</b> Landscaping-Rear <b>Discls</b> Prelim Title Report	<b>Posses</b> Close of Escrow <b>Exter</b> Wood Siding <b>Unit 2</b> 3 Bedrooms <b>Unit 3</b> 1 Bath <b>Floors</b> Tile <b>Heat</b> Central Heating <b>Sept</b> Electricity <b>Exps</b> Maintenance/Repairs <b>Misc</b> Fenced Yard	<b>Posses</b> Sub to Tenant Rights <b>Unit 1</b> 1 Bedroom <b>Unit 2</b> 1 Bath <b>#3 Inc</b> Oven/Range <b>Floors</b> Linoleum <b>Terms</b> Written Agreements <b>Tenant</b> Water <b>Exps</b> Insurance <b>Lot</b> Corner	<b>Type</b> Triplex <b>Unit 1</b> 2 Bedrooms <b>#2 Inc</b> Oven/Range <b>#3 Inc</b> Refrigerator <b>Foundn</b> Concrete Perimeter <b>Terms</b> Month to Month <b>Tenant</b> Gas <b>Exps</b> Miscellaneous <b>Lot</b> Upslope
---	--	---	---	--

**Brokers Tour Date:**      **Time:**      **Lockbox Only:**      **Price Reduction:**

**Remarks:**

**Open House Date:**      **Time:**

**Remarks:**

**Open House Date:**      **Time:**

**Remarks:**

**Unit#1:** Lower-unit#Rms: 2      **Sqft:**      **Rent:**      **Rent Type:** Month to Month      **Lease Expires:**

T

**Occupant Name:**

**Occupant Phone:**

**Unit#2:**      **#Rms:**      **Sqft:**      **Rent:** 1463.27      **Rent Type:** Month to Month      **Lease Expires:**

**Occupant Name:** Middle-Unit M

**Occupant Phone:**

**Unit#3:** Upper-Unit#Rms:      **Sqft:**      **Rent:** 1344.68      **Rent Type:** Month to Month      **Lease Expires:**

B

**Occupant Name:**

**Occupant Phone:**

**Unit#4:**      **#Rms:**      **Sqft:**      **Rent:**      **Rent Type:**      **Lease Expires:**

**Occupant Name:**      **Occupant Phone:**

**List Office:** Renovation Design Realty, Inc. Phone: 415-604-2999, FAX: 415-738-5457      **List Type:** ER

**List Agent:** Sammy L Hastings Primary: 415-871-6671 Secondary: 415-604-2999 Fax: 415-738-5457      **CSO:** 2.5

**Email:** sammy@rdrsf.com

**Internet:** Y

**Co-List Office:** Renovation Design Realty, Inc.

**Dual/Variable:** No

**Co-List Agent:** Heather J Bennett 510-613-3926 Fax: 415-738-5457

**UCBC:** 0.00

**Email:** heather@rdrsf.com

**DOM:** 1

Presented By: Sammy L Hastings (Lic: 01908151) / Renovation Design Realty, Inc. (Office Lic.)