



RENOVATION DESIGN REALTY  
LIVE BEAUTIFULLY

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

111 Elmwood, San Bruno, CA

Listing Agent: Sammy Hastings & Fiona Santas, Renovation Design Realty, Inc.

Direct Number: 415-871-6671 & 415-513-8876 \ Email: [sammy@rdrsf.com](mailto:sammy@rdrsf.com) &  
[Fiona@rdrsf.com](mailto:Fiona@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/7d5a07eadc/new>
- Offers should be submitted on the 10 page CAR Purchase Contract, including Buyers Inspection Advisory and Agency Disclosures.
- Escrow has been opened with Karen Tam, North American Title, Escrow #1496945.
- 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 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)
- AAA (1 page)
- PRBS (1 page)
- Market Condition Advisory (2 pages)
- Transfer Disclosure Statement (3 pages)
- Addendum to TDS (2 pages)
- Natural Hazard Receipt (1 page)
- Sellers Property Questionnaire (4 pages)
- Statewide Buyer and Seller Advisory (12 pages)
- Agent Visual Inspection (3 pages)
- Signed MLS (1 page)
- Water Heater Smoke Detector (1 page)
- Earthquake (1 page)
- Lead Advisory (2 pages)
- Combined Hazards – link found on NHD Receipt
- Cell Advisory (1 page)
- Mold Advisory (page 25 of NHD)
- As Is Addendum (1 page)
- Affiliated Business (1 page)
- Document Retention (1 page)
- Drought Advisory (1 page)
- Electronic Signature (1 page)
- Permits Advisory (1 page)
- Insurance Claims Disclosure (1 page)
- Noise & Odor Advisory (1 page)
- Square Footage Advisory (1 page)
- JCP NHD Report (47 pages)
- Preliminary Title (15 pages)
- Property Profile
- San Mateo Advisory (17 pages)
- Water Conserving/CMD (2 pages)
- Wire Fraud (1 page)
- Airport Advisory (9 pages)
- Buyer Inspection Elections (1 page)
- Buyer Inspection Waiver (1 page)
- For Your Protection Get a Home Inspection (1 page)
- Notice of Violation (4 pages)

#### INSPECTIONS

- 4/12/17 Property Inspection (25 pages)
- 4/12/2017 Termite Report (14 pages)
- 4/14/2017 Roof Inspection (11 pages)
- 9/26/2017 Property Inspection (25 pages)
- 9/26/2017 Termite Inspection (15 pages)
- 9/25/2017 Roof Inspection (11 pages)



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**Cover Pages for Property Disclosure Package for:  
111 Elmwood, San Bruno, CA**

- Sewer Lateral Estimate (5 pages)

Buyers acknowledge they have received all disclosures listed above.

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

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

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

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

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

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



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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 [x] Landlord [ ] Tenant [ ] Date 8/17/16

VIJENDRA PRASAD

Buyer [ ] Seller [x] Landlord [ ] Tenant [ ] Date 8/17/16

ATRUN PRASAD

Agent HASTINGS REALTY GROUP, INC. BRE Lic. # 01335018

Real Estate Broker (Firm)

By [Signature] BRE Lic. # 01713147 Date 08/17/2016

(Salesperson or Broker-Associate) FIONA SANTOS

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





ADDITIONAL AGENT ACKNOWLEDGEMENT

(C.A.R. Form AAA, Revised 12/15)

This is an addendum to the Purchase Agreement, or [X] Residential Listing Agreement, or [ ] Buyer Representation Agreement, or [ ] Other ... dated ... on property known as 111 Elmwood Court between ... ("Buyer/Tenant/Broker") and Vijendra Prasad, Atrun Prasad ("Seller/Landlord/Broker").

- 1. Check ONE box ONLY. If more than one applies, use separate forms for each.
A. [ ] Multiple Associate-Licensees working with Seller/Landlord;
OR B. [ ] Multiple Associate-Licensees working with Buyer/Tenant;
2. A. The real estate licensees named below are all conducting real estate licensed activity under the same Broker:
Real Estate Broker name:
If applicable, Team Name:
B. The licensees below have entered into a separate written agreement to share responsibility and compensation for certain real estate licensed activity and have informed Broker of, or given Broker a copy of, that separate written agreement.
C. Agent Fiona Santos (with signature and ID) CalBRE Lic # 01713147
Agent
Agent
Agent
Agent
3. By signing below, all parties understand, acknowledge and agree that, wherever the name of any licensee above is indicated in the Agreement or related document, as a representative for the Buyer or Seller specified in 1A or B above, the other licensees shall also be deemed to be named. Listing Broker and Seller signatures are not necessary if this form is only used to modify a Buyer Representation Agreement. Selling Broker and Buyer signatures are not necessary if this form is only used to modify a Listing Agreement.

Buyer/Tenant
Date
Seller/Landlord Vijendra Prasad Date 10/11/2017
Seller/Landlord Atrun Prasad Date 10/11/2017
Real Estate Broker (Listing) Renovation Design Realty, Inc. CalBRE Lic. #02030175
By Sammy Hastings Sammy L. Hastings CalBRE Lic. # 01725510 Date 10/11/2017
Real Estate Broker (Selling)
By
CalBRE Lic. #
Date

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Reviewed by Date



**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><i>[Signature]</i></u>	<b>VIJENDRA PRASAD</b>	Date	<u>8/17/16</u>
Seller	<u><i>[Signature]</i></u>	<b>ATRUN PRASAD</b>	Date	<u>8/17/16</u>
Buyer	_____		Date	_____
Buyer	_____		Date	_____
Real Estate Broker (Firm)	<b>HASTINGS REALTY GROUP, INC.</b>	CalBRE Lic # <b>01335018</b>	Date	_____
By	<u><i>[Signature]</i></u> <b>FIONA SANTOS</b>	CalBRE Lic # <b>01713147</b>	Date	_____
Real Estate Broker (Firm)	_____	CalBRE Lic # _____	Date	_____
By	_____	CalBRE Lic # _____	Date	_____

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





**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 ( VP ) ( RP )

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

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



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



Property Address: 111 Elmwood Court, San Bruno, CA 94066

Date: September 14, 2017

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	<small>DocuSigned by:</small> <i>Vijendra Prasad</i>	Date	9/14/2017
Seller	<small>DocuSigned by:</small> <i>Vijendra Prasad</i> <i>Atrun Prasad</i>	Date	9/14/2017

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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 Bruno, COUNTY OF San Mateo, STATE OF CALIFORNIA, DESCRIBED AS 111 Elmwood Court, San Bruno, CA 94066

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) 10/05/2017. 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: NHD BY JCP, Property, pest and roof inspection by HomeGuard.

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 not occupying the Home.

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

- Range, Oven, Microwave, Dishwasher, Trash Compactor, Garbage Disposal, Washer/Dryer Hookups, Rain Gutters, Burglar Alarms, Carbon Monoxide Device(s), Smoke Detector(s), Fire Alarm, TV Antenna, Satellite Dish, Intercom, Central Heating, Central Air Conditioning, Evaporator Cooler(s)
Wall/Window Air Conditioning, Sprinklers, Public Sewer System, Septic Tank, Sump Pump, Water Softener, Patio/Decking, Built-in Barbecue, Gazebo, Security Gate(s), Garage: Attached, Carport, Automatic Garage Door Opener(s), Sauna, Hot Tub/Spa, Locking Safety Cover
Pool, Child Resistant Barrier, Pool/Spa Heater, Water Heater, Water Supply, Gas Supply, Window Screens, Window Security Bars, Water-Conserving Plumbing Fixtures

Exhaust Fan(s) in kitchen and bathrooms, 220 Volt Wiring in, Fireplace(s) in family room, Gas Starter, Roof(s) Type: composition shingle, Age: 10 years (approx.)

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? No.

(\*see note on page 2)

Buyer's Initials

Seller's Initials (UP) (AP)

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Reviewed by Date



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

Property Address: 111 Elmwood Court, San Bruno, CA 94066

Date: 10/05/2017

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.): \_\_\_\_\_

#15. Citation was received in January, 2015 regarding bonus room, sink in garage and lack of firewall between garage and bonus room. This has been addressed and corrected. City has inspected the house after all recent renovations were done.

- 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 ( VP ) ( AP )

TDS REVISED 4/14 (PAGE 2 OF 3)

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

**REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)**



Property Address: 111 Elmwood Court, San Bruno, CA 94066 Date: 10/05/2017
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 Vijendra Prasad Date 10/11/2017
Seller Vijendra Prasad Date 10/11/2017
Seller Atrun Prasad Date 10/11/2017

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) Renovation Design Realty, Inc. By Sammy Hastings Date 10/11/2017
(Please Print) (Associate, Licensee or Broker Signature)
Sammy L. Hastings

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 Vijendra Prasad Date 10/11/2017 Buyer Date
Seller Atrun Prasad Date 10/11/2017 Buyer Date

Agent (Broker Representing Seller) Renovation Design Realty, Inc. By Sammy Hastings Date 10/11/2017
(Please Print) (Associate, Licensee or Broker Signature)
Sammy L. Hastings

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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Reviewed by Date

## **Elmwood Addendum to seller TDS & SPQ**

2017:

- Remodeled Kitchen (with use of permit)
- Remodeled both upstairs bathrooms; enlarged master bathroom by taking some space from main bathroom and eliminating hallway closet. All new tiles, fixtures and vanities. (with use of permit)
- Smoothed texture walls and ceilings (with use of permit)
- Installed all new lighting throughout home (with use of permit)
- Widened main stairway and closed off rear stairway (with use of permit)
- Subdivided lower great room into two rooms: family room and master suite (with use of permit)
- Built new master bathroom; all new tiles, fixtures and vanity (with use of permit)
- Removed side bump out from kitchen area. (with use of permit)
- Built powder bathroom at ground level. (with use of permit)
- Installed all new landscaping in front and back yard. (with use of permit)
- Installed some new sections of fence
- Replaced sewer line to street (with use of permit)
- Removed wet bar/kitchenette area from garage and reconfigure area (with use of permit)
- Built a firewall between garage and living area (with use of permit)
- Installed new laminated hardwood floors throughout the home
- Painted interior and exterior of home
- Installed new electrical in the bathrooms, kitchen and ground level (with use of permit)
- Room at landing of ground floor is permitted as storage. No electrical outlets
- Home has been extensively renovated in preparation for sale. City permits were pulled and signed off by the city building inspectors. Work was completed with compliance to city building codes.

2015:

- Remodeled kitchen - Replaced fire damaged kitchen cabinets, ceiling redone with new light (without permits)
- Replaced complete backyard wooden fence (w/o permit)
- Sewer drain unclogged and replaced on driveway (w/o permit)

2014:

- Replaced 40 gal. water heater with Sears 60-gal (w/o permit)
- Replaced old Chain driven Garage Door Opener with Lift Master Elite  $\frac{3}{4}$  HP Belt Driven Quiet Opener (w/o permit)

2013:

- Replaced entirely new heating system with Payne Gas Furnace and wrapped new duct work (unknown if done with or without permits – contractor took care of everything and did not give paperwork after.)

2010

- Replaced all windows and sliding doors with dual pane (without permits)

2007:

- Replaced tar & gravel roof with Owens Corning composition asphalt shingles (w/o permit)

2005:

- Had trenches dug 8 ft around the higher level of the home with underground hole punched pipe from right side front to the back to drain out flooded water from uphill and sump pump installed by the water heater, with the outlet draining on the street - left side of driveway. (unknown if done with or without permits – contractor took care of everything and did not give paperwork after.)

1989

- Built addition on to home. (with permits)

1985:

- Built concrete retaining wall in the rear, holding back garden soil (w/o permit)

1982:

- Copper pipes were installed throughout the home replacing old metallic clogged pipes (w/o permit)

DocuSigned by:

*Arun Prasad*

Seller

Date: 10/11/2017

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

DocuSigned by:

*Vijendra Prasad*

Seller

Date: 10/11/2017

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

Buyer

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

Buyer

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



JCP-LGS Residential Property Disclosure Reports

Natural Hazard Disclosure (NHD) Report For SAN MATEO County

Property Address: 111 ELMWOOD CT SAN BRUNO, SAN MATEO COUNTY, CA 94066 ("Property")

APN: 017-092-460 Report Date: 04/07/2017 Report Number: 2077952

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.

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 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.

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 \_\_\_ Map not yet released by state [X]

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.

Signature of Transferor(s) Date Signature of Agent Date
Vijendra Prasad 9/14/2017 Athin Prasad 9/14/2017

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.

Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS DIVISION. Date 07 April 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

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

- A. 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.
B. 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.
C. General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only), Wood-burning fireplaces.
D. 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.
E. 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/.



CALIFORNIA ASSOCIATION OF REALTORS®

SELLER PROPERTY QUESTIONNAIRE (C.A.R. Form SPQ, Revised 12/16)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead.

I. Seller makes the following disclosures with regard to the real property or manufactured home described as 111 Elmwood Court, Assessor's Parcel No. 017-092-460, situated in San Bruno, County of San Mateo California ("Property").

II. The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.

III. Note to Seller: PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Answer based on actual knowledge and recollection at this time.
• Something that you do not consider material or significant may be perceived differently by a Buyer.
• Think about what you would want to know if you were buying the Property today.
• Read the questions carefully and take your time.
• If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing.

IV. Note to Buyer: PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Something that may be material or significant to you may not be perceived the same way by the Seller.
• If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI).
• Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
• Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

V. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Explain any "Yes" answers in the space provided or attach additional comments and check section VI.

- A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: ARE YOU (SELLER) AWARE OF...
1. Within the last 3 years, the death of an occupant of the Property upon the Property [ ] Yes [X] No
2. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) [ ] Yes [X] No
3. The release of an illegal controlled substance on or beneath the Property [ ] Yes [X] No
4. Whether the Property is located in or adjacent to an "industrial use" zone [ ] Yes [X] No
5. Whether the Property is affected by a nuisance created by an "industrial use" zone. [ ] Yes [X] No
6. Whether the Property is located within 1 mile of a former federal or state ordnance location. [ ] Yes [X] No
7. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision. [ ] Yes [X] No
8. Insurance claims affecting the Property within the past 5 years [X] Yes [ ] No
9. Matters affecting title of the Property [ ] Yes [X] No
10. Material facts or defects affecting the Property not otherwise disclosed to Buyer [ ] Yes [X] No
11. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code Section 1101.3 [ ] Yes [X] No

Explanation, or [ ] (if checked) see attached; #8. Small fire happened in the kitchen because stove was left on in Nov, 2014. Insurance claim was filed. Repairs were to the kitchen cabinets above the stove which were fire-damaged and the kitchen ceiling was repainted with replacement of microwave, stove and lights. Kitchen has been remodeled since, in September, 2017 and everything was replaced again.

Buyer's Initials ( ) ( )

Seller's Initials (VP) (AP)





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

**B. REPAIRS AND ALTERATIONS:**

**ARE YOU (SELLER) AWARE OF...**

- 1. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) .....  Yes  No
- 2. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? .....  Yes  No
- 3. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) .....  Yes  No
- 4. Any part of the Property being painted within the past 12 months. ....  Yes  No
- 5. If this is a pre-1978 Property, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces completed in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule. ....  Yes  No

Explanation: #1-4. Property was extensively remodeled with permits in 2017 and have been replaced with energy conserving toilets and appliances. Sewer lateral repairs are on-going per city ordinance for compliance. Property has been repainted in 2017.

**C. STRUCTURAL, SYSTEMS AND APPLIANCES:**

**ARE YOU (SELLER) AWARE OF...**

- 1. Defects in any of the following, (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances .....  Yes  No
- 2. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank (s) .....  Yes  No
- 3. An alternative septic system on or serving the Property. ....  Yes  No

Explanation: #1. Property had popcorn ceiling. It was not defective but it was repaired and recessed lights installed in living room, kitchen and dining area.

**D. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:**

**ARE YOU (SELLER) AWARE OF...**

- 1. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs .....  Yes  No

Explanation: \_\_\_\_\_

**E. WATER-RELATED AND MOLD ISSUES:**

**ARE YOU (SELLER) AWARE OF...**

- 1. Water intrusion into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property .....  Yes  No
- 2. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property .....  Yes  No
- 3. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood .....  Yes  No

Explanation: \_\_\_\_\_

**F. PETS, ANIMALS AND PESTS:**

**ARE YOU (SELLER) AWARE OF...**

- 1. Pets on or in the Property .....  Yes  No
- 2. Problems with livestock, wildlife, insects or pests on or in the Property .....  Yes  No
- 3. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above .....  Yes  No
- 4. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above. ....  Yes  No  
If so, when and by whom \_\_\_\_\_

Explanation: #1. We have a small dog.

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

Seller's Initials ( <sup>DS</sup>VP ) ( <sup>DS</sup>AP )



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**G. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS: ARE YOU (SELLER) AWARE OF...**

- 1. Surveys, easements, encroachments or boundary disputes ..... [ ] Yes [✓] No
- 2. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage ..... [ ] Yes [✓] No
- 3. Use of any neighboring property by you ..... [ ] Yes [✓] No

Explanation: \_\_\_\_\_

**H. LANDSCAPING, POOL AND SPA: ARE YOU (SELLER) AWARE OF...**

- 1. Diseases or infestations affecting trees, plants or vegetation on or near the Property ..... [ ] Yes [✓] No
- 2. Operational sprinklers on the Property ..... [ ] Yes [✓] No
  - (a) If yes, are they [ ] automatic or [ ] manually operated.
  - (b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system .... [ ] Yes [ ] No
- 3. A pool heater on the Property ..... [ ] Yes [✓] No
  - If yes, is it operational? ..... [ ] Yes [ ] No
- 4. A spa heater on the Property ..... [ ] Yes [✓] No
  - If yes, is it operational? ..... [ ] Yes [ ] No
- 5. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired ..... [ ] Yes [✓] No

Explanation: \_\_\_\_\_

**I. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: ARE YOU (SELLER) AWARE OF...**

- 1. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property. .... [ ] Yes [ ] No
- 2. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the Property ..... [ ] Yes [ ] No
- 3. Any improvements made on or to the Property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement. .... [ ] Yes [ ] No

Explanation: \_\_\_\_\_

**J. TITLE, OWNERSHIP LIENS, AND LEGAL CLAIMS: ARE YOU (SELLER) AWARE OF...**

- 1. Any other person or entity on title other than Seller(s) signing this form ..... [ ] Yes [✓] No
- 2. Leases, options or claims affecting or relating to title or use of the Property ..... [ ] Yes [✓] No
- 3. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood ..... [ ] Yes [✓] No
- 4. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity ..... [ ] Yes [✓] No
- 5. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property? .. [ ] Yes [✓] No
- 6. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill? ..... [ ] Yes [✓] No

Explanation: \_\_\_\_\_

**K. NEIGHBORHOOD: ARE YOU (SELLER) AWARE OF...**

- 1. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks,

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

Seller's Initials DS  
VP DS  
AP



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freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife . . . . . [ ] Yes [✓] No

Explanation: \_\_\_\_\_

**L. GOVERNMENTAL: ARE YOU (SELLER) AWARE OF...**

- 1. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property . . . . . [ ] Yes [✓] No
- 2. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property. . . . . [ ] Yes [✓] No
- 3. Existing or contemplated building or use moratoria that apply to or could affect the Property . . . . . [ ] Yes [✓] No
- 4. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property . . . . . [ ] Yes [✓] No
- 5. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals . . . . . [ ] Yes [✓] No
- 6. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed . . . . . [ ] Yes [✓] No
- 7. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property . . . . . [ ] Yes [✓] No
- 8. Whether the Property is historically designated or falls within an existing or proposed Historic District . . . . . [ ] Yes [✓] No
- 9. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies . . . . . [ ] Yes [✓] No

Explanation: \_\_\_\_\_

**M. OTHER: ARE YOU (SELLER) AWARE OF...**

- 1. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller. . . . . [ ] Yes [✓] No  
(If yes, provide any such documents in your possession to Buyer.)
- 2. Any occupant of the Property smoking on or in the Property. . . . . [ ] Yes [✓] No
- 3. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer . . . . . [ ] Yes [✓] No

Explanation: \_\_\_\_\_

**VI. [ ] (IF CHECKED) ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

**Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller releases Seller from his/her own duty of disclosure.**

Seller Vijendra Prasad Date 10/11/2017  
 Seller Atrun Prasad Date 10/11/2017

**By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.**

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

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





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)

**111 Elmwood Court**

Property Address **San Bruno, CA 94066**

Date **September 14, 2017**

**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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**STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 1 OF 12)**



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111 Elmwood

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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.

SBSA REVISED 1/16 (PAGE 9 OF 12)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 9 OF 12)

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111 Elmwood

Property Address: **111 Elmwood Court, San Bruno, CA 94066**Date: **September 14, 2017**

**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.

**SBSA REVISED 1/16 (PAGE 10 OF 12)**

**STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 10 OF 12)**

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111 Elmwood

Property Address: **111 Elmwood Court, San Bruno, CA 94066**Date: **September 14, 2017**

**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.



Property Address: 111 Elmwood Court, San Bruno, CA 94066

Date: September 14, 2017

**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: Vijendra Prasad Date 9/14/2017  
 SELLER \_\_\_\_\_ **Vijendra Prasad**  
 DocuSigned by: Atrun Prasad Date 9/14/2017  
 SELLER \_\_\_\_\_ **Atrun Prasad**  
DD316EE1FA69463... DD316EE1FA69463...

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

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

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

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

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

DocuSigned by: Sammy L. Hastings Cal BRE Lic. # 02030175  
 Real Estate Broker (Listing Firm) **Renovation Design Realty, Inc.**  
 By \_\_\_\_\_ Cal BRE Lic.# 01725510 Date 9/14/2017  
ED08A44BDC31E51...  
**Sammy L. Hastings**  
 Address 5172 Third Street City San Francisco State CA Zip 94124  
 Telephone (415)871-6671 Fax (415)738-5457 Email sammy@rdrsf.com

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





AGENT VISUAL INSPECTION DISCLOSURE (CALIFORNIA CIVIL CODE § 2079 ET SEQ.) For use by an agent when a transfer disclosure statement is required or when a seller is exempt from completing a TDS (C.A.R. Form AVID, Revised 11/13)

This inspection disclosure concerns the residential property situated in the City of SAN BRUNO, County of SAN MATEO, State of California, described as 111 ELMWOOD CT. ("Property").

This Property is a duplex, triplex, or fourplex. This AVID form is for unit # . Additional AVID forms required for other units.

Inspection Performed By (Real Estate Broker Firm Name) RENOVATION DESIGN REALTY INC.

California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals.

California law does not require the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
• Areas off site of the property
• Public records or permits
• Common areas of planned developments, condominiums, stock cooperatives and the like.

Agent Inspection Limitations: Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do.

Roof and Attic: Agent will not climb onto a roof or into an attic.

Interior: Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

Exterior: Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

Appliances and Systems: Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

Size of Property or Improvements: Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

Environmental Hazards: Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

Off-Property Conditions: By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

Analysis of Agent Disclosures: For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

What this means to you: An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALSWITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

Buyer's Initials ( ) ( )

Seller's Initials (VP) (AP)

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Reviewed by Date

AVID REVISED 11/13 (PAGE 1 OF 3)



AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)



111 ELMWOOD CT.

Property Address: SAN BRUNO, CA 94066

Date: October 5, 2017

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # \_\_\_\_\_ .

Inspection Performed By (Real Estate Broker Firm Name) RENOVATION DESIGN REALTY INC.

Inspection Date/Time: 10/04/2017 Weather conditions: FAIR/SUNNY

Other persons present: SAMMY HASTINGS

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

Entry (excluding common areas): Cracks noted on the driveway. Tiles on entry are new. New exterior paint.

Living Room: New laminated hardwood floors, baseboards and steps. New glass divider by stairs. New paint. New stone fireplace trim/frame. Fireplace is electric. Condition of fireplace unknown. Buyer to have inspected by licensed professional prior to use.

Dining Room: New laminated hardwood floors and paint. Old staircase going to lower level was closed. Recessed lights added. There is a small deck with access to side and backyard. Old deck was replaced with new wood on floor and railing and steps were added.

Kitchen: Kitchen was remodeled and new stainless steel appliances and cabinets installed. New paint.

Other Room:

Hall/Stairs (excluding common areas): New glass divider by stairs. Ceiling on bottom level hallway is a little low. New laminated hardwood floor and paint.

Bedroom # 1 : Master suite on upper level has new laminated hardwood floors and new paint.

Bedroom # 2 : Middle room has new laminated hardwood floors and new paint.

Bedroom # 3 : Smaller bedroom has new laminated hardwood floors and new paint.

Bath# 1 : Hallway bathroom is remodeled, has new shower and tub, new vanity, toilet and tiles.

Bath# 2 : Bathroom in master suite is remodeled with new vanity and toilet, new glass, stall shower and tiles. Window frame has stains from drywall paint.

Bath# 3 : Bathroom in bottom level master suite is remodeled - new vanity with double sink and toilet, new glass, stall shower and tiles.

Other Room: Master suite on lower level has new laminated hardwood floors and new paint. There is a high step down to the room from hallway. Walk-in closet has no bars/shelves.

Buyer's Initials ( ) ( )

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AVID REVISED 11/13 (PAGE 2 OF 3)

Seller's Initials (VP) (AP)

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

AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 2 OF 3)

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111 Elmwood Ct



111 ELMWOOD CT.

Property Address: SAN BRUNO, CA 94066

Date: October 5, 2017

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # \_\_\_\_\_.

Other Room: Media/family room has new laminated hardwood floors and new paint. There is a high step down to the room from hallway.

Other: Bonus room (unwarranted) on lower level has new laminated hardwood floors and new paint. It has a small window.

Other:

Other:

Garage/Parking (excluding common areas): Garage has 2-car capacity. Laundry hook-ups; built-in shelves are dirty. Some cracks and stains on the floor noted. Garage door is old.

Exterior Building and Yard -Front/Sides/Back: New grass put in; backyard is landscaped. Some parts of the fence were replaced. On the sideyard, downspout is disconnected.

Other Observed or Known Conditions Not Specified Above: Home has been extensively remodeled with permits. Buyer/s advised to have inspection by licensed professional prior to purchase.

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Firm who performed the inspection): RENOVATION DESIGN REALTY, INC. Date 10/06/2017

By: Sammy Hastings, Fiona Santos (Signature of Associate Licensee or Broker)

FIONA SANTOS AND SAMMY HASTINGS

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

SELLER VIJENDRA PRASAD Date 10/06/2017
SELLER ATRUN PRASAD Date 10/06/2017
BUYER Date
BUYER Date

Real Estate Broker (Firm Representing Seller): RENOVATION DESIGN REALTY INC. Date 10/06/2017
By: Sammy Hastings, Fiona Santos (Associate Licensee or Broker Signature)

Real Estate Broker (Firm Representing Buyer)
By Date
(Associate Licensee or Broker Signature)

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AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 3 OF 3)

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111 Elmwood Ct



111 Elmwood CT, SAN BRUNO 94066

Beds: 4 Baths: 3 / 1

Source: MLSListings

\$1,295,000

MLS#: ML81679796



DocuSigned by:

Vijendra Prasad

DD316EE1FA69463...

10/11/2017

DocuSigned by:

Atmum Prasad

DD316EE1FA69463...

10/11/2017

**Property Overview**

111 ELMWOOD CT  
SAN BRUNO 94066  
Area 512: Rollingwood  
County: San Mateo  
Class 1.1: Single Family Home  
Status: Active  
Parcel #: 017-092-460

**Remarks**

Fantastic Rollingwood beauty that's been modernized for today's homebuyer, looks and feels like a brand new home! Loc bet San Francisco & Silicon Valley, this spacious home on a cul-de-sac has over 2,000 sq ft with 4 BR & 3.5 baths. Upstairs has formal living and dining that opens to a beautiful kitchen, master suite plus 2 BR and full bath. Downstairs boasts an oversized master suite with huge bathroom and walk-in closet. Enjoy family time in the media/family room that leads out to the backyard that feels  
<http://111Elmwood.com>

**Details**

Beds: 4  
Baths: 3 / 1  
SqFt: 2,315 (Other)  
Lot Size: 5,470 SqFt (Assessor)  
Yr Built: 1958 (Assessor)  
Age: 59

**School**

Elem: —  
Middle: —  
High: —

**School District**

Elem: San Bruno Park Elementary  
High: San Mateo Union High

**Pricing & Dates**

List Price: \$1,295,000  
Sale Price: —  
Contract Date: —  
COE Date: —

**Map**

X-street: Oakmont  
Directions: —

**Property Features****Amenities**

Walk-in Closet

**Bathrooms**

Shower over Tub - 1  
Master - Stall Shower(s)

**Bedroom**

Walk-in Closet  
Master Suite/Retreat - 2+

**Building Type**

Detached

**Cooling**

None

**Dining Room**

Dining Area

**Energy Saving Features****Family Room**

Separate Family Room

**Fireplace(1+)**

Family Room

**Garage/Parking**

Garage: 2 Car(s)  
Attached Garage

**Heating**

Central Forced Air

**Kitchen**

Cooktop - Gas

**Living Room****Lot**

Grade - Mostly Level

**Pool****Roof**

Shingle

**Security Features****Special Features****Stories****View**

Mountains

**Yards/Grounds**

Listed by Fiona Santos, Renovation Design Realty Inc

**Presented by**

\*\* Information contained on this report is desgned for accuracy but is not guaranteed \*\*



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

Property Address: 111 Elmwood Court, San Bruno, CA 94066

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.
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law.
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.
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 signatures and names: Vijendra Prasad, Atrun Prasad, Date 9/14/2017

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

Buyer/Tenant signature and name lines

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.
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.
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 used manufactured or mobilehomes as required by HCD and (iii) in accordance with applicable local ordinance(s).

Seller/Landlord signatures and names: Vijendra Prasad, Atrun Prasad, Date 9/14/2017

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

Buyer/Tenant signature and name lines

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# Residential Earthquake Hazards Report (2005 Edition)

NAME <b>111 Elmwood</b>	ASSESSOR'S PARCEL NO. <b>017-092-460</b>
STREET ADDRESS <b>San Bruno, CA</b>	YEAR BUILT <b>1958</b>
CITY AND COUNTY <b>San Mateo County</b>	ZIP CODE <b>94066</b>

Answer these questions to the best of your knowledge. If you do not have actual knowledge as to whether the weakness exists, answer "Don't Know." If your house does not have the feature, answer "Doesn't Apply." The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.

	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12
2. Is the house anchored or bolted to the foundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	14
3. If the house has cripple walls:					
• Are the exterior cripple walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16
• If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	18
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	20
5. If the house is built on a hillside:					
• Are the exterior tall foundation walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	22
• Were the tall posts or columns either built to resist earthquakes or have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	22
6. If the exterior walls of the house, or part of them, are made of unreinforced masonry, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	24
7. If the house has a living area over the garage, was the wall around the garage door opening either built to resist earthquakes or has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	26
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?	<i>To be reported on the Natural Hazards Disclosure Report</i>				36
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landsliding)?	<i>To be reported on the Natural Hazards Disclosure Report</i>				36

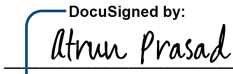
Keep your copy of this form for future reference

If any of the questions are answered "No," the house is likely to have an earthquake weakness. Questions answered "Don't Know" may indicate a need for further evaluation. If you corrected one or more of these weaknesses, describe the work on a separate page.

As seller of the property described herein, I have answered the questions above to the best of my knowledge in an effort to disclose fully any potential earthquake weaknesses it may have.

## EXECUTED BY

DocuSigned by:  
  
(Seller) 316EE1FA69463...

DocuSigned by:  
  
(Seller) DD316EE1FA69463...

10/05/2017

Date

I acknowledge receipt of this form, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if seller has indicated a lack of knowledge, there may be one or more earthquake weaknesses in this house.

(Buyer)

(Buyer)

Date

**This earthquake disclosure is made in addition to the standard real estate transfer disclosure statement also required by law.**



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 April 6, 2012, on property known as: 111 Elmwood Court, San Bruno, CA 94066 ("Property") in

which is referred to as Buyer or Tenant and Vijendra Prasad, Atrun Prasad 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 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.

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.

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.

Signature of Seller or Landlord: Vijendra Prasad, Atrun Prasad. Date: 9/14/2017.

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

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



Property Address: 111 Elmwood Court, San Bruno, CA 94066

Date September 14, 2017

**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.**

Renovation Design Realty, Inc.  
(Please Print) Agent (Broker representing Seller or Landlord)

DocuSigned by:  
[Signature] 9/14/2017  
By \_\_\_\_\_ Associate-Licensee or Broker Signature Date  
**Sammy L. Hastings**

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





Renovation Design Realty  
**Disclosure Regarding Cellular Antennas**

**Subject Property:** 111 Elmwood Court, San Bruno, CA 94066

**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**  
**As-Is Addendum**

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

**Subject Property:** 111 Elmwood Court, San Bruno, CA 94066

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:  
*Vijendra Prasad* \_\_\_\_\_ Date: 9/14/2017

Seller: DocuSigned by:  
*Arun Prasad* \_\_\_\_\_ Date: 9/14/2017

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

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



Renovation Design Realty  
**Affiliated Business Arrangement  
Disclosure Statement Notice**

**Subject Property:** 111 Elmwood Court, San Bruno, CA 94066

The following information is provided to you in compliance with the disclosure requirement of Title 24 of the Code of Federal Regulations, section 3500.15.

This is to give you notice that there is a business relation between and among Renovation Design Realty Inc, Hastings Realty Group Inc, and Renovation and Design Inc. The nature of the business relationship is that of partnerships. Because of this partnership one or all parties may derive a financial or other benefit from this association.

You are not required to use the listed provider(s) as a condition for the purchase, sale, or renovation of the subject property. There are frequently other renovation services available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

I, the undersigned have read this disclosure from and understand that Renovation Design Realty Inc, or the affiliates mentioned in the second paragraph of this Notice is referring me to purchase the above described renovation services and may receive a financial or other benefit as the result of this partnership.

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

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

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

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

Seller: DocuSigned by:  
*Vijendra Prasad*  
DD316EE1FA69463... \_\_\_\_\_

9/14/2017

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

Seller: DocuSigned by:  
*Arun Prasad*  
DD316EE1FA69463... \_\_\_\_\_

9/14/2017

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



**Renovation Design Realty**  
**Document Retention Policy**

**Subject Property:** 111 Elmwood Court, San Bruno, CA 94066

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: Vijendra Prasad Date: 9/14/2017

Seller: DD316EE1FA69463...  
DocuSigned by: Arun Prasad Date: 9/14/2017

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

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



Renovation Design Realty Inc.  
**California Drought Advisory**

**Subject Property:** 111 Elmwood Court, San Bruno, CA 94066

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:  
*Vijendra Prasad*  
DD316EE1FA69463... \_\_\_\_\_ Date: 9/14/2017

Seller: DocuSigned by:  
*Arun Prasad*  
DD316EE1FA69463... \_\_\_\_\_ Date: 9/14/2017

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: Vyendra Prasad Date: 9/14/2017  
DD316EE1FA69463...

Seller: DocuSigned by: Atun Prasad Date: 9/14/2017  
DD316EE1FA69463...

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

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



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

**Subject Property:** 111 Elmwood Court, San Bruno, CA 94066

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: Vijendra Prasad Date: 10/11/2017

Seller: DD316EE1FA69463... DocuSigned by: Arun Prasad Date: 10/11/2017

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

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



Renovation Design Realty  
**Insurance Claim Disclosure**

**Subject Property:** 111 Elmwood, San Bruno, CA

- Seller has made no insurance claims on the above referenced property within the last five (5) years.
- Seller has made the following insurance claims on the above referenced property.

NATURE OF CLAIM	DATE	ACTION TAKEN
Small fire in kitchen	11/3/14	Filed claim with Farmers and repaired the cabinets above the stove which were fire-damaged and the kitchen ceiling was repainted; replaced the microwave, stove and light.

Receipt of this disclosure is acknowledged:

Seller: DocuSigned by:  
Vijendra Prasad \_\_\_\_\_ Date: 10/05/2017

Seller: DocuSigned by:  
Atrun Prasad \_\_\_\_\_ Date: 10/11/2017

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

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



Renovation Design Realty  
**Noise and Odor Advisory**

**Subject Property:** 111 Elmwood Court, San Bruno, CA 94066

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

**Subject Property:** 111 Elmwood Court, San Bruno, CA 94066

According to the indicated Source(s), the Property has approximately  
2315 • Square Feet; \_\_\_\_\_ • Acres; Source: MLS  
 \_\_\_\_\_ • 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: \_\_\_\_\_

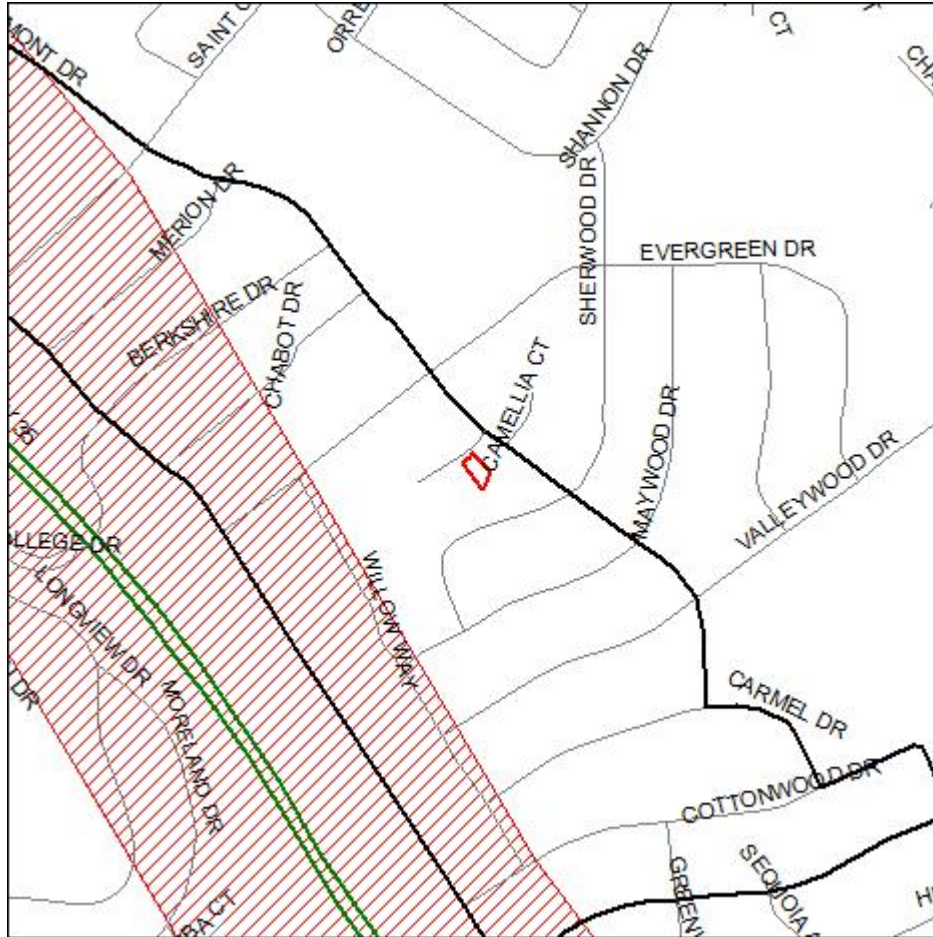


# Map of Statutory Natural Hazards For SAN MATEO County

**Property Address:** 111 ELMWOOD CT  
SAN BRUNO, SAN MATEO COUNTY, CA 94066  
("Property")

**APN:** 017-092-460  
**Report Date:** 04/07/2017  
**Report Number:** 2077952

## 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.**

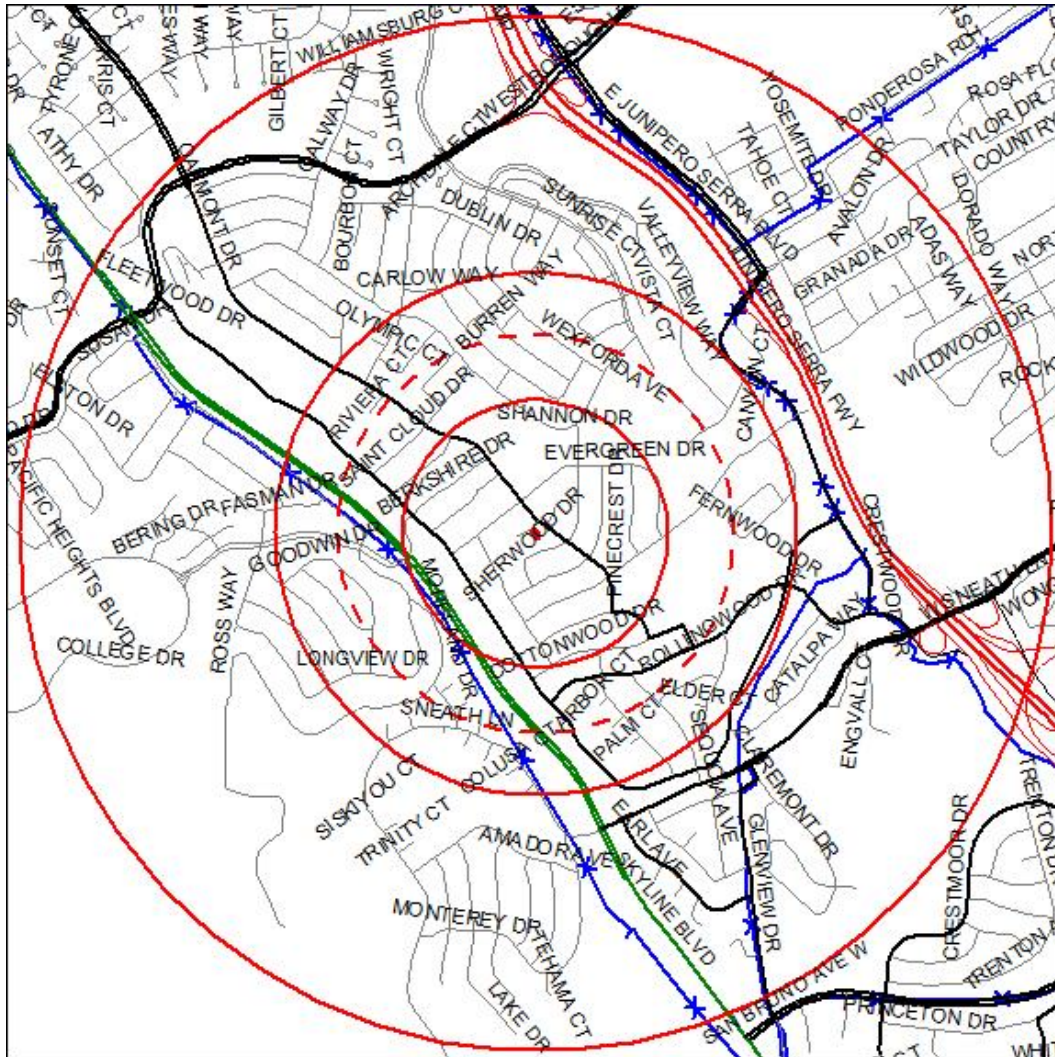


## Map of Environmental Hazard Sites For SAN MATEO County

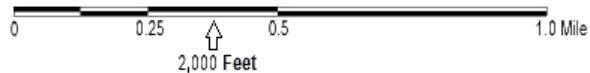
**Property Address:** 111 ELMWOOD CT  
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**APN:** 017-092-460  
**Report Date:** 04/07/2017  
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### Map of Environmental Hazard Sites



□ Subject Property



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 MATEO County

Property Address: 111 ELMWOOD CT SAN BRUNO, SAN MATEO COUNTY, CA 94066 ("Property")

APN: 017-092-460 Report Date: 04/07/2017 Report Number: 2077952

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.

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 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.

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 \_\_\_ Map not yet released by state X

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.

Signature of Transferor(s) Date Signature of Agent Date
Vijendra Prasad 9/14/2017 Arjun Prasad 9/14/2017

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.

Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS DIVISION. Date 07 April 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

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

- A. 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... B. Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone... C. General advisories: Methamphetamine Contamination, Mold, Radon... D. Additional Reports - Enclosed if ordered: (1) PROPERTY TAX REPORT... E. Government Guides in Combined Booklet with Report.



# Contents For SAN MATEO County

**Property Address:** 111 ELMWOOD CT  
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("Property")

**APN:** 017-092-460  
**Report Date:** 04/07/2017  
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## Summary of Disclosure Determinations For SAN MATEO County

**Property Address:** 111 ELMWOOD CT  
SAN BRUNO, SAN MATEO COUNTY, CA 94066  
("Property")

**APN:** 017-092-460  
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### 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) D.	<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>	Map Not Available	<a href="#">9</a>
Liquefaction			<b>X</b>	Map Not Available	<a href="#">9</a>

County-level NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Coastal Bluff		<b>X</b>		NOT IN a mapped coastal bluff area subject to retreat, slides, rock falls, and extensive erosion from ground water surface runoff and wave action	<a href="#">11</a>
Dam Inundation		<b>X</b>		NOT IN a mapped area of potential inundation from dam failure	<a href="#">11</a>
Fault	<b>X</b>			IN a mapped active or potentially active fault zone or within one-eighth of one mile of an inactive fault trace	<a href="#">11</a>
Landslide		<b>X</b>		NOT IN a landslide-prone area that includes defined, probable, suspected, or conjectured landslides nor within one-quarter of one-mile of a small landslide	<a href="#">11</a>
Liquefaction		<b>X</b>		NOT IN a mapped area of identified liquefaction potential	<a href="#">11</a>
Tsunami		<b>X</b>		NOT IN a mapped area of potential inundation from tsunami or seiche	<a href="#">11</a>

City-level NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Fault		<b>X</b>		NOT IN a fault zone or within one-eighth of one mile of a mapped fault trace	<a href="#">13</a>
Landslide		<b>X</b>		NOT IN an area of potential land sliding. Areas of historic land sliding and existing erosion are not disclosed.	<a href="#">13</a>
Liquefaction		<b>X</b>		NOT IN an area of potential liquefaction	<a href="#">13</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="#">14</a>
Commercial or Industrial	<b>X</b>			WITHIN one mile of a property zoned to allow commercial or industrial use.	<a href="#">14</a>
Airport Influence Area	<b>X</b>			IN an airport influence area: San Francisco Intl Airport Area A	<a href="#">15</a>
Airport Noise Area for 65 Decibel		<b>X</b>		NOT IN a delineated 65 dB CNEL or greater aviation noise zone.	<a href="#">16</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="#">17</a>
California Energy Commission	<b>X</b>			IN a climate zone where properties are usually subject to duct sealing and testing requirements	<a href="#">18</a>
Right to Farm Act	<b>X</b>			IN a one mile radius of designated Important Farmland that requires a statutory "Notice of Right to Farm" be provided in this Report.	<a href="#">19</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="#">20</a>



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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="#">21</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="#">22</a>
Methamphetamine Contamination	Provides an advisory that a disclosure may be required pursuant to the "Methamphetamine Contaminated Property Cleanup Act of 2005".	<a href="#">23</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="#">24</a>
Radon	Provides an advisory on the risk associated with Radon gas concentrations.	<a href="#">25</a>
Endangered Species	Provides an advisory on resources to educate the public on locales of endangered or threatened species.	<a href="#">25</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="#">26</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="#">26</a>
Tsunami Map Advisory	Provides an advisory about maximum tsunami inundation maps issued for jurisdictional emergency planning.	<a href="#">27</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="#">28</a>

Local Addendums	Description	NHD Report page:
Real Estate Transfer Disclosure Statement	Provides a statutory Local Option form for Airport Noise disclosure complete with noise maps for affected jurisdictions. BUYER/SELLER/AGENT SIGNATURES REQUIRED.	<a href="#">47</a>

Property Tax Determinations	IS	IS NOT	Property is:	Tax Report page:
Mello-Roos Districts		<b>X</b>	NOT SUBJECT TO a Mello-Roos Community Facilities District.	<a href="#">30</a>
1915 Bond Act Districts		<b>X</b>	NOT SUBJECT TO a 1915 Bond Act District.	<a href="#">30</a>
Other Direct Assessments	<b>X</b>		SUBJECT TO one or more other direct assessments.	<a href="#">31</a>
SRA Fire Prevention Fee		<b>X</b>	NOT SUBJECT TO the State Responsibility Area Fire Prevention Fee (see State-level SRA Zone Disclosure).	<a href="#">35</a>

Environmental Screening	IS	IS NOT	Property is:	Environmental Report page:
Leaking Underground Storage Tanks		<b>X</b>	NOT WITHIN one-quarter mile of a known leaking underground storage tank.	<a href="#">43</a>
Superfund or RCRA Corrective Action Site		<b>X</b>	NOT WITHIN one mile of a Superfund or RCRA Corrective Action site.	<a href="#">42</a>
Other sites in databases screened		<b>X</b>	NOT WITHIN one-half mile of sites other than those above that are listed in the databases searched.	<a href="#">42</a>
Oil and Gas Wells		<b>X</b>	NOT WITHIN one-quarter mile of a mapped oil or gas well(s).	<a href="#">40</a>
Underground Transmission Pipelines	<b>X</b>		WITHIN 2,000 feet of a gas transmission or hazardous liquid pipeline(s) depicted in the National Pipeline Mapping System.	<a href="#">41</a>

Determined by First American Professional Real Estate Services, Inc.

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



## Natural Hazard Disclosure (NHD) Report For SAN MATEO County

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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 are required to have homeowners maintain flood insurance 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.

**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 is 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

On January 23, 2012, the State Board of Forestry and Fire Protection ("Board") adopted an emergency regulation that implements a Fire Prevention Benefit Fee ("Benefit Fee") imposed annually on property owners in wildland areas where the state has responsibility for providing fire protection. According to the adopted regulation, the Benefit Fee is one hundred fifty-two dollars and thirty-three cents (\$152.33) per habitable structure in the State Responsibility Area ("SRA"), including single-family homes, multi-dwelling structures, mobile and manufactured homes, and condominiums. The Board regulation is pursuant to Chapter 1.5 (commencing with Section 4210) to Part 2 of Division 4 of the Public Resources Code (also known as Assembly Bill X1 29). The regulation allows a fee reduction of thirty-five dollars (\$35.00) per habitable structure located in the SRA and within the boundaries of a local agency that provides fire protection services. 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.



## Natural Hazard Disclosure (NHD) Report For SAN MATEO County

**Property Address:** 111 ELMWOOD CT  
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("Property")

**APN:** 017-092-460  
**Report Date:** 04/07/2017  
**Report Number:** 2077952

### SAN MATEO COUNTY GEOLOGIC ZONES DISCUSSION

**PUBLIC RECORD(S) SEARCHED:** The following Public Records, incorporated into the Seismic Safety Element of the General Plan as adopted by the County Board of Supervisors in 1978 and updated in 1986, are utilized for those county-level disclosures below: "Geotechnical Hazard Synthesis Map," a map series created by the San Mateo County Planning Department and Leighton & Associates.

#### FAULT

This Report will indicate if any portion of the Property is within any of the following mapped faults:

- **Active faults (Alquist-Priolo Earthquake Fault Zone)** are faults that have shown evidence of displacement during the most recent epoch of geologic time, the Holocene epoch, generally considered to have begun about 11,000 years ago.
- **Potentially active faults** are faults which displace geologic formations of Pleistocene age but show no evidence of movement in the Holocene period. Pleistocene time is the period between about two million years ago and 11,000 years ago.
- **Inactive faults** are faults which show no evidence of movement during the past two million years and show no potential for movement in the future. Inactive faults are not considered to be a high hazard, but building set-backs may be required by the county prior to construction near them.

**Reporting Standards:** If any portion of the Property is within an Active Fault or Potentially Active Fault Zone, or within one-eighth of one mile (660 feet) of an Inactive Fault as delineated in the Public Record, "WITHIN" shall be reported.

#### LANDSLIDE

Landslide-prone areas are divided into several categories. The following are considered to be the most hazardous: definite landside, active landslides, landslides mapped in the field, and probable landslide deposits.

**Reporting Standards:** If any portion of the Property is within a Definite Landslide, Active Landslide, Landslide Mapped in the Field, or Probable Landslide as delineated in the Public Record, or is within one-quarter of one mile (1,320 feet) of a "small landslide of 50-500 ft. mapped in the field" (identified by stars of uniform size), "IN" shall be reported. Small landslides mapped by photointerpretation and suspected or conjectured landslides are not reported as the manner in which they are represented does not readily lend itself to parcel-specific determinations.

#### COASTAL CLIFF OR BLUFF STABILITY

Coastal Cliff or Bluff Stability areas are divided into three categories: areas of low stability, areas of moderate stability and areas of high stability. An area designated as low stability is considered a high geologic hazard, since the historic rate of cliff retreat is generally greater than one foot per year. Areas of moderate and high stability have historic rates of cliff retreat of less than one foot per year.

**Reporting Standards:** If any portion of the Property is within a Coastal Cliff or Bluff Stability Area as delineated in the Public Record, "IN" shall be reported.

#### LIQUEFACTION POTENTIAL

**Liquefaction:** Liquefaction is a transformation of a granular material from a solid into a liquefied state due to increase pore-water pressure resulting from seismic shaking. Liquefaction potential at a given site depends on the extent, distribution, density, grain size, and degree of saturation of the sand or silty sand strata. Geometry of subsurface units and proximity to a sloping surface can also impact surface damage potential. Areas of Variable, Moderate, and Generally Low liquefaction potential in unconsolidated material are mapped.

**Bay Mud Areas:** These areas include tidal marshlands and mud flats, sometimes overlain by artificial fill. Bay mud areas are primarily deposits of unconsolidated clay, silt, and sands. Earthquake-shaking intensity may range from very strong to violent in this zone. The most probable type of failure associated with liquefaction in bay mud deposits is lateral spreading (horizontal surface failure). Bay muds are mapped as Areas of Variable Liquefaction.

**Reporting Standards:** If any portion of the Property is within an Area of Variable Liquefaction Potential (including Bay Mud Areas), Moderate Liquefaction Potential, or Generally Low Liquefaction Potential as delineated in the Public Record, "IN" shall be reported.

#### TSUNAMI AND SEICHE

Tsunamis or Seiche Zones are generally coastal areas and reservoir or lake front properties. During earthquakes, tsunamis ("tidal waves") and seiches (large waves created in reservoirs or lakes by earthquake shaking) sometimes occur and can cause considerable damage to ocean, lake or reservoir front properties.

**Reporting Standards:** If any portion of the Property is within a Tsunami & Seiche area as delineated in the Public Record, "IN" shall be reported.

#### DAM INUNDATION

Inundation from Dam Failure areas may be subject to flooding in the event of dam failure. There are approximately 20 dams of significant size in the county, the two largest of which are Lower Crystal Springs Dam and San Andreas Dam.



**JCP-LGS Residential Property Disclosure Reports**

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**Reporting Standards:** If any portion of the Property is within an Inundation from Dam Failure area as delineated in the Public Record, "IN" shall be reported.



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### CITY OF SAN BRUNO GEOLOGIC ZONES DISCUSSION

**PUBLIC RECORD(S) SEARCHED:** The following Public Record, contained in the Safety Element of the City General Plan as adopted by the San Bruno City Council in 1984, is utilized for those city-level disclosures below: Map of "Geotechnical and Flood Hazards, City of San Bruno, California" prepared by Ironside & Associates.

#### **FAULT**

The San Andreas Fault Zone is located in the western part of the city. The San Andreas Fault is an active fault, and it is located within a State-level Earthquake Fault Zone. Please read the Alquist-Priolo Earthquake Fault Zone discussion for more information on this class of faults and to determine if any portion of the Property is situated within this fault state-defined fault zone. The Public Record also identifies the approximate location of the Serra Fault and the concealed location of the San Bruno Fault. While both faults have been labeled "inactive" by the City, the State regards the San Bruno Fault as "potentially active."

**Reporting Standards:** If any portion of the Property is located within one-eighth of one mile (660 feet) of a fault trace not contained within the state-defined Alquist-Priolo Earthquake Fault Zone as delineated in the Public Record, "WITHIN" shall be reported.

#### **LANDSLIDE**

Landslides result from the down slope movement of unstable hillside materials. Properties in an area of "moderate landslide risk" as defined by the city are subject to some risk of damage from slope failure. However, detailed site studies would be necessary before judgments can be made about the slope stability of individual properties. Small landslides and areas of erosion caused by the 1982-83 winter storms are also defined by the city.

**Reporting Standards:** If any portion of the Property is situated within an area of Landslide Potential as delineated in the Public Record, "IN" shall be reported; however, this Report does not disclose the disposition of the Property with respect to areas of historic landsliding or erosion depicted in the Public Record.

#### **LIQUEFACTION POTENTIAL**

Liquefaction is a liquid-like condition of soil that may occur during strong earthquake shaking in areas where the groundwater is shallow and where the subsurface materials are loose and cohesionless (such as sand layers). These factors can combine to produce liquefaction only in certain local areas. A high potential for liquefaction may exist locally in areas underlain by Bay Mud deposits. Bay Mud represents tidal marshlands and mud flat areas (mostly clay and silt) normally overlain by artificial fill. Earthquake shaking intensity may be very strong in this zone. Liquefaction is possible in localized areas within this zone. Those areas of potential liquefaction disclosed in this Report are defined as either "variable" or "moderate."

**Reporting Standards:** If any portion of the Property is situated within an area of Liquefaction Potential as delineated in the Public Record, "IN" shall be reported.

#### **OTHER HAZARDS**

Please note that areas labeled as "Potential Flood Areas" and defined as "generalized areas in which flood have occurred" are not disclosed in this Report. Please refer to the Special Flood Hazard Area discussion in this Report for more information on flood prone areas identified by the Federal Emergency Management Agency on official flood insurance rate maps.

### 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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## AIRPORT INFLUENCE AREA DISCLOSURE

### **DISCUSSION:**

If any portion of the Property is in either an officially designated "airport influence area" ("AIA") or a two mile radius of a qualifying facility for which an AIA has not yet been officially designated, the following Notice is required:

### **NOTICE OF AIRPORT IN VICINITY**

**If this property is presently located in the vicinity of an airport, as identified in the determination section of this Report, within what is known as an airport influence area...the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. In that case, you may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable (California Civil Code, Section 1103.4).**

**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:

If the property is presently located 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" on the most current "Important Farmland Map" issued by the California Department of Conservation, Division of Land Resource Protection, the following notice is required:

### NOTICE OF RIGHT TO FARM

This property is located within one mile of a farm or ranch land designated on the current county-level GIS "Important Farmland Map," issued by the California Department of Conservation, Division of Land Resource Protection. Accordingly, the property may be subject to inconveniences or discomforts resulting from agricultural operations that are a normal and necessary aspect of living in a community with a strong rural character and a healthy agricultural sector. Customary agricultural practices in farm operations may include, but are not limited to, noise, odors, dust, light, insects, the operation of pumps and machinery, the storage and disposal of manure, bee pollination, and the ground or aerial application of fertilizers, pesticides, and herbicides. These agricultural practices may occur at any time during the 24-hour day. Individual sensitivities to those practices can vary from person to person. You may wish to consider the impacts of such agricultural practices before you complete your purchase. Please be advised that you may be barred from obtaining legal remedies against agricultural practices conducted in a manner consistent with proper and accepted customs and standards pursuant to Section 3482.5 of the Civil Code or any pertinent local ordinance.

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.



## JCP-LGS Residential Property Disclosure Reports

# Natural Hazard Disclosure (NHD) Report For SAN MATEO County

**Property Address:** 111 ELMWOOD CT  
SAN BRUNO, SAN MATEO COUNTY, CA 94066  
("Property")

**APN:** 017-092-460  
**Report Date:** 04/07/2017  
**Report Number:** 2077952

### 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 sheriff's 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:***

**San Mateo County Sheriff's Department**

(650) 363-4060

**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.



## Natural Hazard Disclosure (NHD) Report For SAN MATEO County

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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 [www.cal-iaq.org](http://www.cal-iaq.org) 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://energy.lbl.gov/ie/high-radon/USgm.htm>). 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/)



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### 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>

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

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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>	NOT SUBJECT TO a Mello-Roos Community Facilities District. <a href="#">30</a>
B.		<b>X</b>	NOT SUBJECT TO a 1915 Bond Act District. <a href="#">30</a>
C.	<b>X</b>		SUBJECT TO one or more other direct assessments. <a href="#">31</a>
D.		<b>X</b>	NOT SUBJECT TO the State Responsibility Area Fire Prevention Fee (see State-level SRA Zone Disclosure). <a href="#">35</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

**This Residential Property is NOT SUBJECT to Mello-Roos Community Facilities Districts.**

**Database Date:** 2016-2017

#### B. 1915 Bond Act Assessment Districts

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

**Database Date:** 2016-2017

#### 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.

**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 2016-2017 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.



## Property Tax Disclosure Report For SAN MATEO County

**Property Address:** 111 ELMWOOD CT  
SAN BRUNO, SAN MATEO COUNTY, CA 94066  
("Property")

**APN:** 017-092-460  
**Report Date:** 04/07/2017  
**Report Number:** 2077952

### Part 3. Current Property Tax Bill Summary

#### A. Summary of 2016-2017 Property Tax Bill

The following is a summary of Database information obtained from the SAN MATEO COUNTY Secured Property Tax Roll for Tax Year 2016-2017 ("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:	\$225,141.00
1st Installment Due 11/01/2016	\$1,263.28
2nd Installment Due 02/01/2017	\$1,263.28
Total Annual Tax Liability	\$2,526.56

#### General Ad Valorem Taxes

AGENCY	DESCRIPTION	AMOUNT	CONTACT PHONE
SAN MATEO COUNTY	GENERAL ADVALOREM TAXES AND VOTER APPROVED BONDS	\$2,456.28	650-363-4500
<b>TOTAL AD VALOREM TAXES</b>		<b>\$2,456.28</b>	

#### Direct and/or Special Assessments

AGENCY	DESCRIPTION	AMOUNT	CONTACT PHONE
FEDCA&NPDES STORM FEE	SPEC ASMT FEE	\$6.86	(650) 599-1417
SAN BRUNO FED/STORM FEE	SPEC ASMT FEE	\$46.16	(650) 616-7065
SAN MATEO COUNTY	SMC MOSQ ABATE BENEFIT ASSESS	\$17.26	(800) 273-5167
<b>TOTAL DIRECT ASSESSMENTS</b>		<b>\$70.28</b>	

#### 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 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.

No Senior Citizen Exemptions listed as of the most recent update from the County.  
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=D5F22B30562142CC830EF344631D1C27>

**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>0.01091</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>70.28</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 (650-363-4500) or visit the county website at <http://www.smcare.org/assessor/default.asp>. Additional information is also available on the website for the California Board of Equalization at [www.boe.ca.gov](http://www.boe.ca.gov)



# Property Tax Disclosure Report For SAN MATEO County

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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 MATEO County Assessor  
Phone: 650-363-4500  
Website: <http://www.smcare.org/assessor/default.asp>



**Property Tax Disclosure Report  
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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=D5F22B30562142CC830EF344631D1C27>.

**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	\$	225,141.00
3	Subtract line 2 from line 1. Estimated Supplemental Assessed Value.....	• 3	\$	_____
4	Multiply line 3 by 0.01091 (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 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

Pursuant to Chapter 1.5 (commencing with Section 4210) to Part 2 of Division 4 of the Public Resources Code, the State of California shall charge an annual "Fire Prevention Benefit Fee" ("Benefit Fee") on each eligible habitable structure on a parcel that is within a State Responsibility Area ("SRA") as defined in Section 4102 of the Public Resources Code, commencing with the 2011-2012 fiscal year. For an explanation of the SRA, refer to [page 8](#) of the Natural Hazard Disclosure Report, under "Wildland Fire Area (State Responsibility Area)". The Fee Amount and a Fee Exemption (explained below) were implemented in an emergency regulation adopted January 23, 2012 by the State Board of Forestry and Fire Protection ("Board").

**Fee Amount:** A Benefit Fee of one hundred fifty-two dollars and thirty-three cents (\$152.33) shall be charged on each habitable structure within an SRA, including single-family homes, multi-dwelling structures, mobile and manufactured homes, and condominiums. This is not a "per parcel" fee, but a levy on each structure (if any) on the parcel within an SRA which the State determines to be habitable.

**Fee Exemption:** Property owners of habitable structures within a SRA and also within the boundaries of a local agency that provides fire protection services shall receive a fee reduction of thirty-five dollars (\$35) per habitable structure.

#### Date Due and Late Payment Penalties

**The fee shall be collected annually by the State Board of Equalization ("BOE"), and is due and payable 30 days from the date of assessment by the BOE. If not paid when due and payable, a penalty of twenty percent (20%) of the fee determined to be due shall be added to the amount due and payable for EACH 30-day period in which the fee remains unpaid.**

The fees collected, other than that retained by the BOE necessary for payment of refunds and expenses incurred in the collection of the fee, shall be deposited into the State Responsibility Area Fire Prevention Fund in the State Treasury. This Fund shall be used by the Board and the Department of Forestry and Fire Protection ("CalFire") to finance the cost of specified fire prevention activities that will benefit the owners within the SRA who are required to pay the fee, including such activities as public education programs and local fire prevention projects to reduce fire risk in SRAs.

On July 1, 2013, and annually thereafter, the Board shall adjust the annual amount of the Fire Prevention Fee to reflect the percentage of change in the average annual value of a specified standard price index as reported by the Department of Finance. Commencing with the 2012-13 fiscal year, if there are sufficient amounts of moneys in the SRA Fire Prevention Fund to finance the costs of specified fire prevention activities for a fiscal year, the BOE would be prohibited from collecting the fee for that fiscal year.

**Appeals Process:** A person from whom the Benefit Fee is to be due may petition for a redetermination of whether this fee requirement applies to the Property. To appeal, the owner must submit within 30 days after the date of service of the determination a written petition stating the specific grounds upon which the appeal is founded and include supporting documentation. The petition must be sent to the address indicated by CalFire which may be the address of CalFire's Designated Fee Administrator.

**Database Date: March 2017**

This Property **IS NOT** located in a State Responsibility Area.



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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.**



## Environmental Screening Report For SAN MATEO County

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SAN BRUNO, SAN MATEO COUNTY, CA 94066  
("Property")

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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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<b>X</b>	California Spills, Leaks, Investigation and Cleanup (SLIC) List - 1/2 mile
<b>X</b>	California Solid Waste Landfill Sites (SWIS) List - 1/2 mile
<b>X</b>	California Leaking Underground Storage Tank (LUST) List (see status explanation below) - 1/4 mile

**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.firstamprs.com/sites/default/files/Current\\_List\\_of\\_Unlocatable\\_Sites\\_by\\_Zip\\_Code.xlsx](http://www.firstamprs.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	Crest Cleaners (Former)	118 Skycrest Center San Bruno, CA 94066	T10000003601	Open	CA_SLIC
2	SAN FRANCISCO COUNTY JAIL #3	1 MORELAND SAN BRUNO, CA 94066	T0608172155	Closed	CA_SLIC
3	CAPUCHINO HIGH SCHOOL	1501 MAGNOLIA SAN BRUNO, CA 94066	T0608100994	Closed	CA_LUST
4	SAN BRUNO LUMBER	101 SAN BRUNO SAN BRUNO, CA 94066	T0608100441	Closed	CA_LUST
5	THE SERVICE ZONE	265 SAN BRUNO SAN BRUNO, CA 94066	T0608100831	Closed	CA_LUST
6	HIGHWAY 101/OYSTER POINT	HIGHWAY 101 & OYSTER POINT BLVD S SAN FRANCISCO, CA 94080	41330051	Closed	CA_DTSC_RESPONSE
7	(Former US STEEL facility) - the	CROSS OYSTER POINT & HWY 101 SOUTH SAN FRANCISCO, CA 94080	SL20261879	Open	CA_SLIC
8	California Water Service Company, Reservoir #1	Grandview Drive South San Francisco, CA 94080	T10000002807	Closed	CA_SLIC
9	SFIA - FAA - SF Approach Lighting System (GWQ-ALS), Runway 28 Right San Francisco International Airport	Approach Lighting System (GWQ-ALS), Run Way 28 Right SOUTH SAN FRANCISCO, CA 94080	T0608101103	Closed	CA_SLIC
10	SFIA - Police Shooting Range @ San Francisco International Airport	San Francisco International Airport South San Francisco, CA 94080	T10000000746	Closed	CA_SLIC
11	SHARP PARK RIFLE RANGE	0 RIFLE RANGE ROAD PACIFICA, CA 94044	T0608188486	Open	CA_SLIC
12	SSF WATER TREATMENT	195 BELLE AIR SOUTH SAN FRANCISCO, CA 94080	T0608158624	Closed	CA_SLIC
13	STONEGATE SUBDIVISION	0 STONEGATE DR/SUNSET SOUTH SAN FRANCISCO, CA 94080	T0608111703	Closed	CA_SLIC
14	AMERICAN AIRLINES FACILITY	UNKNOWN ACCESS RD SOUTH SAN FRANCISCO, CA 94080	T0608101083	Closed	CA_LUST
15	BURLINGTON AIR EXPRESS	140 BELLE AIR SOUTH SAN FRANCISCO, CA 94080	T0608100093	Closed	CA_LUST
16	DOLLAR RENT A CAR	1661 AIRPORT BLVD SOUTH SAN FRANCISCO, CA 94080	T0608192756	Closed	CA_LUST
17	MCLELLAN NURSERY	1450 EL CAMINO RL SOUTH SAN FRANCISCO, CA 94080	T0608178422	Closed	CA_LUST
18	OYSTER COVE MARINA	385 OYSTER POINT SOUTH SAN FRANCISCO, CA 94080	T0608100372	Closed	CA_LUST



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19	OYSTER POINT	UNKNOWN OYSTER POINT BLVD SOUTH SAN FRANCISCO, CA 94080	T0608100307	Closed	CA_LUST
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## Environmental Screening Report For SAN MATEO County

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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>.



## Environmental Screening Report For SAN MATEO County

**Property Address:** 111 ELMWOOD CT  
SAN BRUNO, SAN MATEO COUNTY, CA 94066  
("Property")

**APN:** 017-092-460  
**Report Date:** 04/07/2017  
**Report Number:** 2077952

### 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.**



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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.



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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**



## Environmental Screening Report For SAN MATEO County

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("Property")

**APN:** 017-092-460  
**Report Date:** 04/07/2017  
**Report Number:** 2077952

**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.disclosures.com/sites/default/files/fanhdguidetoenvironmentalhazards.pdf>



## Terms and Conditions

**Property Address:** 111 ELMWOOD CT  
SAN BRUNO, SAN MATEO COUNTY, CA 94066  
("Property")

**APN:** 017-092-460  
**Report Date:** 04/07/2017  
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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.



# JCP-LGS Residential Property Disclosure Reports

## Terms and Conditions

**Property Address:** 111 ELMWOOD CT  
SAN BRUNO, SAN MATEO COUNTY, CA 94066  
("Property")

**APN:** 017-092-460  
**Report Date:** 04/07/2017  
**Report Number:** 2077952

- 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 up to a maximum of \$100,000. 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. 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.
- 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**

**ADDENDUM**  
**SAN FRANCISCO INTERNATIONAL AIRPORT**  
**UPDATED AIRPORT INFLUENCE AREAS AND 65dB NOISE CONTOUR**

On November 9, 2012 the Board of the San Mateo City/County Association of Governments adopted an updated Comprehensive Airport Land Use Plan for San Francisco International Airport. As a result of this update:

- San Mateo County in its entirety is now located within **Airport Influence Area A** subject to statutory Notice of Airport real estate transfer disclosure.
- Significant portions of the county proximate to San Francisco International Airport are also located within the newly designated **Airport Influence Area B** for which real estate transfer disclosure is also required.
- **CNEL 65dB** (decibel) and other noise contours for this facility have been modified.

For current information, please refer to the "Airport Influence Area Disclosure" and "Airport Noise Disclosure" contained in the previous section of this Report.





One Daniel Burnham Court, #262-C  
San Francisco, California 94109  
Office Phone: (415)922-6200  
Office Fax: (415)922-4704

DocuSigned by:  
*Vijendra Prasad*  
DD316EE1EA69463...  
9/14/2017

DocuSigned by:  
*Atrun Prasad*  
DD316EE1EA69463...  
9/14/2017 Escrow Officer Email: ktam@nat.com

North American Title Company, Inc.  
One Daniel Burnham Court, #262-C  
San Francisco, CA 94109

Our Order No. 1496945

Property Address: 111 Elmwood Court,  
San Bruno, California 94066

Attention: Karen Tam

**Preliminary Report** Dated as of March 24, 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

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.

David Simmons, 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:  
  
    VIJENDRA PRASAD AND ATRUN N. PRASAD, HUSBAND AND WIFE AS JOINT TENANTS
3. The Land referred to in this report is situated in the City of San Bruno, County of San Mateo, State of California, described as follows:

**See attached Legal Description**

### LEGAL DESCRIPTION

Real property in the City of San Bruno, County of San Mateo, State of California, described as follows:

LOT 33 IN BLOCK 22, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "ROLLINGWOOD NO. 3, SAN BRUNO, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON AUGUST 12, 1955, IN BOOK 43 OF MAPS AT PAGES 16 TO 19 INCLUSIVE.

JPN: 017-009-092-46A

APN: **017-092-460**

**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, a lien not yet due or payable.
2. **General and special taxes and assessments for the fiscal year 2016-2017.**

<b>First Installment:</b>	<b>\$1,263.28, PAID</b>
<b>Penalty:</b>	<b>\$126.32</b>
<b>Second Installment:</b>	<b>\$1,263.28, NOT MARKED PAID</b>
<b>Penalty:</b>	<b>\$166.32</b>
<b>Tax Rate Area:</b>	<b>10-016</b>
<b>A. P. No.:</b>	<b>017-092-460</b>
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Covenants, conditions, restrictions and easements in the document recorded August 26, 1955 as Book 2864, Page 530 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
5. **A Deed of Trust to secure an original indebtedness of \$267,050.00 recorded December 31, 2013 as Instrument No. 2016-173558 of Official Records.**

<b>Dated:</b>	<b>December 23, 2013</b>
<b>Trustor:</b>	<b>Vijendra Prasad and Atrun N Prasad, husband and wife as joint tenants</b>
<b>Trustee:</b>	<b>Fidelity National Title Company, a Nebraska Corporation</b>
<b>Beneficiary:</b>	<b>Mortgage Electronic Registration Systems, Inc., as nominee for</b>
<b>Lender:</b>	<b>Nations Lending Corporation</b>
6. **A Deed of Trust to secure an original indebtedness of \$938,250.00 recorded October 20, 2014 as Instrument No. 2014-095141 of Official Records.**

<b>Dated:</b>	<b>October 10, 2014</b>
<b>Trustor:</b>	<b>Vijendra Prasad and Atrun N Prasad, husband and wife as joint tenants</b>
<b>Trustee:</b>	<b>TitleWorks of VA</b>
<b>Beneficiary:</b>	<b>Live Well Financial, Inc.</b>

The above deed of trust states that it secures an equity line/revolving line of credit.

- 7. A Deed of Trust to secure an original indebtedness of \$938,250.00 recorded October 20, 2014 as Instrument No. 2014-095142 of Official Records.

**Dated:** October 10, 2014  
**Trustor:** Vijendra Prasad and Atrun N Prasad, husband and wife as joint tenants  
**Trustee:** Senior Official with responsibility for Single Family Mortgage Insurance Programs in the Department of Housing and Urban Development Field Office with Jurisdiction over the property described below, or a designee of that official  
**Beneficiary:** Secretary of Housing and Urban Development

The above deed of trust states that it secures an equity line/revolving line of credit.

\*\*\*\*\* END OF REPORT \*\*\*\*\*

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\* \* \* \* \*

N O T E S

\* \* \* \* \*

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1. Notice of change in ownership recording procedure

Effective July 1, 1985 pursuant to state law as amended January 1, 2011 (Section 480.3 of the Revenue and Taxation Code), 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 non-exclusive list of documents that are affected by this change, are available from the County Recorder's Office or the Office of the County Assessor.

2. 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.

3. 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.

4. 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.

5. 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.



One Daniel Burnham Court, #262-C  
San Francisco, CA 94109  
Phone: (415)922-6200  
Fax: (415)922-4704

### Borrower's Instructions to Suspend and Close Equity line of Credit

Lender: \_\_\_\_\_

Borrower(s): \_\_\_\_\_

Account Number of the Equity Line of Credit: \_\_\_\_\_

Encumbered Property Address: 111 Elmwood Court,  
San Bruno, California 94066

Escrow or Settlement Agent: North American Title Company, Inc.

In connection with a sale or refinance of the above-referenced property, my Escrow or Settlement Agent has requested a payoff demand statement for the above-described equity line of credit. I understand my ability to use this equity line of credit has been suspended from the date set forth below until the pending transaction is closed, but at minimum for at least 30 days from the date below. I understand that I cannot use any credit cards, debit cards, or checks associated with this equity line of credit while it is suspended and all amounts will be due and payable upon close of escrow. I also understand that when payment is made in accordance with the payoff demand statement, my equity line of credit will be closed. If any amounts remain due after the payment is made, I understand I will remain personally liable for those amounts even if the equity line of credit has been closed and the property released.

This is my written authorization and instruction that you are to close my equity line of credit and cause the secured lien against this property to be released when you are in receipt of both this instruction and payment in accordance with your payoff demand statement.

Any overpayment should be sent to the undersigned, at the following address:

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

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

\_\_\_\_\_  
Owner/Borrower

\_\_\_\_\_  
Owner/Borrower



**NORTH AMERICAN TITLE COMPANY, INC.**  
One Daniel Burnham Court, #262-C, San Francisco, CA 94109  
(415)922-6200 Fax: (415)922-4704 Email: ca102shared@nat.com

**Closing Protection Letters can be ordered directly by emailing cacpl@nat.com with your title order number and property address.**

Attention:

Your Ref:

Our Order No.: 56604-1496945-17

**LENDERS SUPPLEMENTAL REPORT**

Dated as of March 24, 2017 AT 7:30 A.M.

Title Officer: David Simmons

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: 111 Elmwood Court  
City of San Bruno  
County of San Mateo  
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

## Privacy Policy

### North American Title Group, Inc. Family of Companies

**Effective Date: SEPTEMBER 1, 2016**

FACTS	WHAT DOES NORTH AMERICAN TITLE GROUP, INC. 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?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number, birthdate, driver's license number and income</li> <li>• transaction history and payment history</li> <li>• purchase history and account balances</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
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, Inc. Family of Companies ("NATG") choose 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
Questions?	Call 1 (844) 654-5408	
Who we are		
Who is providing this notice?	The North American Title Group, Inc. Family of Companies (identified below), which offers title insurance, settlement services, and property and casualty insurance.	
What we do		
How does NATG protect your personal information?	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 secured files and buildings.	

<p><b>How does NATG collect your personal information?</b></p>	<p>In general, you can visit our website on the World Wide Web without disclosing your identity or any information about yourself. Our web servers collect statistical information, such as the number of visitors, returning visitors, country of origin, source of traffic (e.g., Google) and method of access (e.g., mobile), but not the email addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information used to improve the overall content of our website to all visitors. You may choose to provide personal information to us through our website in order to request information, products or services, or to submit a complaint or inquiry. Any information provided via our website will be used only in accordance with the policies outlined here.</p> <p>We collect your personal information, for example, from:</p> <ul style="list-style-type: none"> <li>• Applications, contracts or other forms you complete.</li> <li>• Information provided about your transaction by you, by affiliates or others, whether received in writing, in person, by telephone or any other means.</li> <li>• Information provided to us by other parties involved in your transaction, such as your lender, mortgage broker, attorney or real estate broker. Such items may include an appraisal, land survey, credit report and account information.</li> <li>• Information we receive from a consumer reporting agency or credit bureau.</li> </ul>
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<p><b>Why can't you limit all sharing?</b></p>	<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>
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**Definitions**

<p><b>Affiliates</b></p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p>
<p><b>Nonaffiliates</b></p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our behalf, consumer reporting agencies and others.</i></li> <li>• <i>NATG does not share with nonaffiliates so they can market their goods or service to you.</i></li> </ul>
<p><b>Joint marketing</b></p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you. NATG does not jointly market.</p> <ul style="list-style-type: none"> <li>• NATG doesn't jointly market.</li> </ul>

**Affiliate Marketing**

<p>To limit sharing with affiliates for marketing purposes</p>	<p>NATG may share your information with its affiliates so that the affiliates can market to you. To prevent this sharing, opt out</p> <ul style="list-style-type: none"> <li>• By visiting 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>• Send written notification to North American Title Group Attn: General Counsel 760 Northwest 107th Avenue, Suite 400 Miami, FL 33172</li> </ul>
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The North American Title Group, Inc. Family of Companies consists of the following entities:

North American Title Company	North American Title Agency, LLC
North American Title Company dba Realstar Title	North American Abstract Agency
North American Title Company, Inc.	NASSA, LLC
North American Title Company of Colorado	North American Title, LLC
North American Title Insurance Company	North American Advantage Insurance Services, LLC
North American Services, LLC	North American National Title Solutions, LLC
North American Title Agency, Inc.	

**CLTA Preliminary Report Form - Exhibit A (06-05-14)**

**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:

1 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:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
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, [or T] 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:

**[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.
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 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.
4. 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.
5. 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:

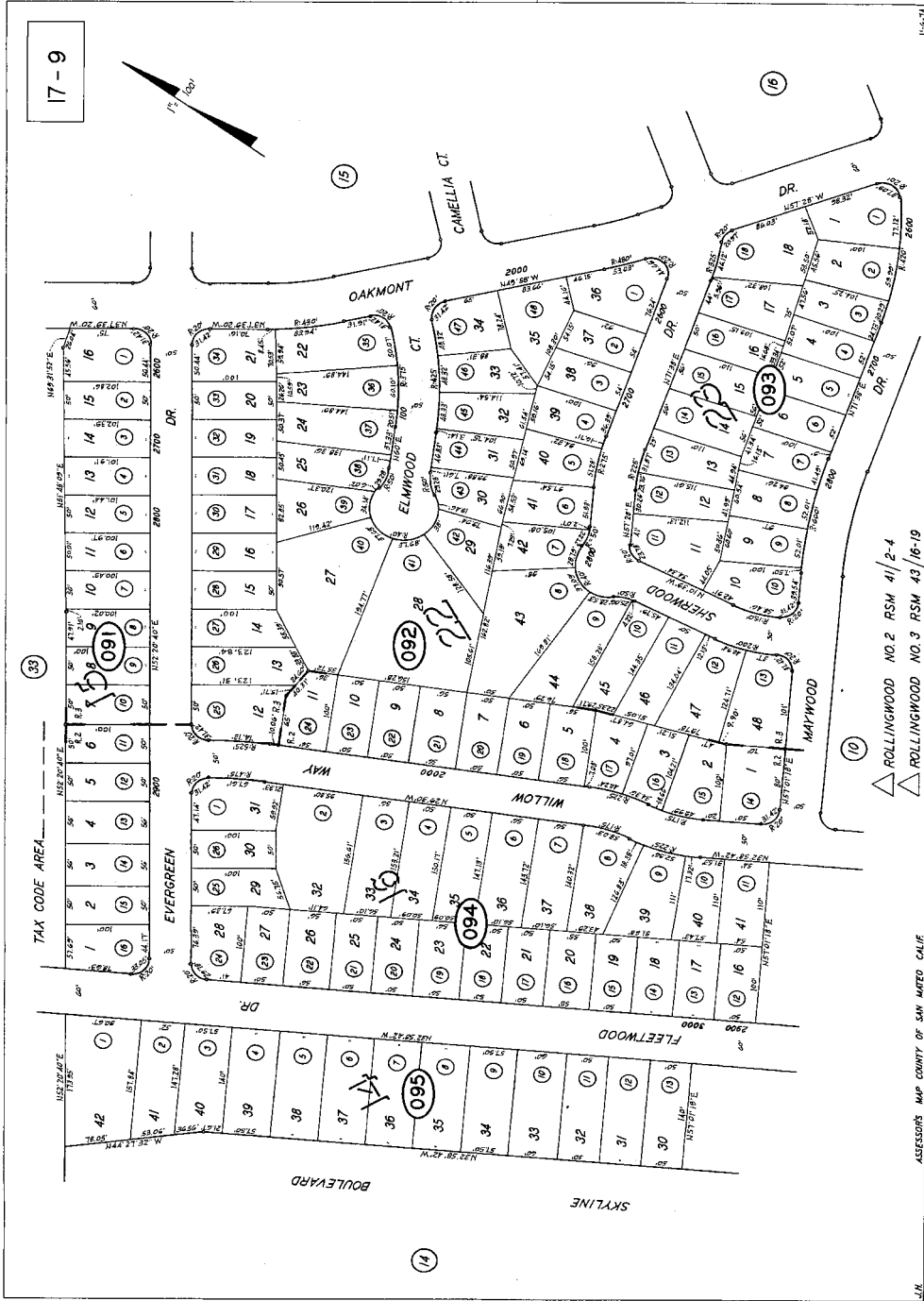
The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

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 (12-02-13)****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.



FS Order: 5819181F  
Doc: CA;SM;ABP;017.09



Data Provided By:

Lydia Sandejas  
San Bruno

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*Vijendra Prasad*  
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Subject Property : **111 Elmwood Ct San Bruno CA 94066**

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#### Owner Information

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Owner Name : **Prasad Vijendra / Prasad Atrun N**  
Mailing Address : **111 Elmwood Ct, San Bruno CA 94066-1714**  
Vesting Codes : **Husband/wife // Joint Tenants**

#### Location Information

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Legal Description : **Lot 33 Block 22 Rollingwood No 3 Rsm 43/16 19 City Of San Bruno**  
County : **San Mateo, Ca** Market Area : **512**  
Census Tract / Block : **6037.00 / 1** APN : **017-092-460**  
Legal Lot : **33** Subdivision : **Rollingwood 03**  
Legal Block : **22** School District : **San Mateo Un**

#### Owner Transfer Information

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Recording/Sale Date : **06/13/2003 / 06/04/2003** Deed Type : **Grant Deed**  
Document # : **163023**

#### Last Market Sale Information

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Recording/Sale Date : **02/03/2000 / 01/25/2000** Document # : **14367**  
Sale Price : **\$207,000** Deed Type : **Interspousal Deed Transfer**  
Sale Type : **Full** 1st Mtg Term : **30**  
Seller Name : **Prasad Vijendra & Atrun N**

#### Prior Sale Information

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Prior Rec/Sale Date : **/ 03/00/1979** Prior Doc Number : **7831-1913**  
Prior Sale Price : **\$80,000**



# Property Detail

## Property Characteristics

Gross Area : <b>2,770</b>	Parking Type : <b>Basement</b>	Cooling Type : <b>Central</b>
Living Area : <b>2,070</b>	Garage Area : <b>700</b>	Exterior wall : <b>Stucco</b>
Above Grade : <b>2070</b>	Garage <b>2</b> Capacity :	Air Cond : <b>Central</b>
Total Rooms : <b>7</b>	Basement Area : <b>700</b>	Style : <b>Contemporary</b>
Bedrooms : <b>3</b>	Finish Bsmnt Area : <b>UNFINISHED</b>	Quality : <b>Average</b>
Bath(F/H) : <b>3</b>	Basement Type : <b>Unfinished</b>	Condition : <b>Good</b>
Fireplace : <b>Y / 1</b>	Roof Material : <b>Tar &amp; Gravel</b>	Other Rooms : <b>Dining Room, Living Room, Kitchen, Other</b>
Year Built / Eff : <b>1958</b>	Construction : <b>Frame</b>	Equipment : <b>Range Oven, Dishwasher</b>
# of Stories : <b>1</b>	Heat Type : <b>Central</b>	

## Property Information

Land Use : <b>Sfr</b>	Lot Acres : <b>0.13</b>	Water Type : <b>Public</b>
County Use : <b>1 Family Residence</b>	Lot Size : <b>5,470</b>	Sewer Type : <b>Public Service</b>
Zoning : <b>R10006</b>		

## Tax Information

Total Value : <b>\$236,783</b>	Improve % : <b>71%</b>	SB STORM DRAINAGE FEE NPDES Tax / Rate : <b>\$46.16/0.00</b>
Land Value : <b>\$68,861</b>	Tax Year : <b>2016</b>	SMC MOSQUITO ABATE BENEFIT A Tax / Rate : <b>\$17.26/0.00</b>
Improvement Value : <b>\$167,922</b>	Property Tax : <b>\$2,526.56</b>	FEDCA&NPDES STORM FEE Tax / Rate : <b>\$6.86/0.00</b>
Total Taxable Value : <b>\$229,783</b>	Tax Rate Area : <b>010016</b>	TOTAL OF SPECIAL ASSESSMENT Tax / Rate : <b>\$70.28/0.00</b>
Assessed Year : <b>2017</b>	Homeowner Exemption : <b>Homeowner</b>	

# Assessor Map



Old Republic Title

Prepared On : 09/11/2017



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**PRDS®**  
**SAN MATEO/SANTA CLARA COUNTIES ADVISORY**



## INTRODUCTION:

This Advisory is intended to be used in connection with the purchase and sale of real property located within San Mateo or Santa Clara County. PRDS does not warrant or guarantee the accuracy of the information contained in this Advisory or the adequacy of this information in connection with any specific real property transaction. This Advisory was created as of February 2017; the information in this Advisory may change over time, and new issues may develop due to actions taken at federal, state, county, city and private, local levels. Some of the issues that are covered in this Advisory are point-of-sale or requirements that may also be triggered by remodeling efforts or efficiency requirements. Sellers and Buyers should investigate the applicability of these requirements to the past, present and future sale, purchase, ownership and development of the Property.

- Sellers must understand the importance and significance of their disclosure obligations. Sellers need to take the time to carefully and fully complete all aspects of the disclosure documents. Sellers must disclose anything that is known to the Sellers that materially affects the value or desirability of the Property, even if general information about the topic is included in the Advisory or on an inspection report. To the extent any disclosures made by Sellers are inaccurate or change over time, it is important for Sellers to update and correct their written disclosures in a timely fashion. In general, if Sellers are uncertain about whether they need to disclose something, Brokers recommend that Sellers err on the side of providing as much information as possible. Sellers who need help in completing their disclosure obligations, including what to disclose and how to disclose it, should consult with their own qualified, California real estate attorney; Brokers cannot determine the legal sufficiency of any disclosure or factual adequacy of any statement or disclosure made by Sellers. Brokers have not verified and will not verify any of Sellers' statements and disclosures and Buyers are advised to do so.
- Sellers should conduct a diligent search of their documents to determine if they have any disclosures, reports, repair estimates and invoices (of any age) or other information which relate to the Property or the issues in this Advisory and provide a copy of that material to Buyers.
- Whether documents are signed electronically or in hard copy, Sellers and Buyers should read this Advisory in conjunction with a careful review of all disclosures required by Sellers and by the real estate Brokers involved in the transaction including, without limitation, the Transfer Disclosure Statement and any supplemental seller disclosure.
- Buyers are responsible for conducting their own investigations into the issues discussed in this Advisory and any issues that are not referenced below that may affect Buyers' determination of the value or desirability of the Property. Buyers have the right to condition their purchase on conducting such investigations. Buyers should conduct all necessary investigations prior to the Buyers' removal or waiver of any contractual inspection contingencies. Buyers are urged to do all of the following:
  - Carefully read the information contained in any advisories, disclosures, inspections, and reports that Buyers receive from any source.
  - Conduct additional/further investigations and inspections regarding any issues that concern Buyers which are raised in those advisories, disclosures, inspections, or reports.
  - Meet Buyers' obligation to protect themselves, including those facts which are known to or within the diligent attention and observation of the Buyers, by thoroughly and thoughtfully inspecting and evaluating the Property.
- Buyers need to inquire into other or additional matters (beyond those contained in this Advisory) to the extent that those additional issues affect the Buyers' determination of the value or desirability of the Property.
- Buyers must bear in mind that a Property may suffer defects and deficiencies of which neither Sellers nor Brokers are aware. Buyers should also recognize that not all issues can be objectively determined and some issues can have varying impacts on different people since some issues may be more relevant to some people than others.
- Buyers are urged to engage licensed professionals to evaluate all aspects of the Property and to consult all appropriate governmental agencies during their inspection contingency period, if any. Buyers' right to conduct certain types of investigations may be limited by the Purchase Contract.
- Broker has not verified and will not verify licensing and insurance information of third parties and will not determine whether vendors who prepare inspection reports or perform repairs are properly licensed to provide those services. Broker cannot and will not determine whether the reports prepared, or repair work performed, by third parties has been properly completed.
- Representations made by third parties or Sellers regarding the issues in this Advisory have not been verified by Brokers and need to be independently confirmed by Buyers.
- **Although licensed to list, sell and lease real estate, Brokers may not have expertise on the issues in this Advisory.**

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**2. FLOORS AND WALLS:** Amount and placement of Sellers' personal property may make a visual inspection of floors and walls difficult. The existence of certain types of floor coverings (such as carpeting and rugs), some wall coverings (such as wallpaper and paneling) and the presence of furniture may prevent Buyers, inspectors and Brokers from fully inspecting the condition of floors and walls. Exposed areas may show differing patterns of wear, shade or color. Since destructive testing may be required in order for Buyers to determine the actual condition of the floors and walls beneath coverings, Buyers may need to secure the written authorization of Sellers to conduct investigations with licensed professionals during Buyers' inspection period, if any.

**3. TEMPERED GLASS:** Many homes contain non-tempered glass in areas where tempered glass is required by building codes. During Buyers' inspection period, if any, Buyers should have a contractor identify any glass that is not properly tempered. Buyers may want to replace any non-tempered glass with tempered glass to reduce the risk of injury.

**4. 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 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).

The information in Paragraph 4 was provided by BAAQMD. Brokers have not verified and will not verify any of the information provided by BAAQMD.

**5. LEASED/LIENED PERSONAL PROPERTY; SOLAR PANEL LEASES:** Many homes have alarm systems, solar systems, water softeners, appliances or other equipment which may be leased or liened. Sellers should disclose to Buyers whether any appliances, systems or equipment are leased or liened and provide all documents relating to those leases and liens. Buyers should investigate whether or not any equipment leases are transferable or may require approval from the lessor, as well as what fees or costs may be imposed whether or not the leased items are to remain in place. See also Paragraph 39, below, regarding PACE liens.

Solar panels may be leased for long periods of time and are included in the sale only if agreed by Sellers and Buyers and Buyer is able to assume the lease. Solar leasing companies may secure lease payments by filing a Uniform Commercial Code form (UCC-1), which gives notice of a creditor's security interest (lien) against the Property. Buyers should consider retaining a qualified expert to investigate the solar-related system prior to assuming any solar lease. Brokers have not verified and will not verify any of the issues discussed in Paragraph 5.

**6. NEW CONSTRUCTION WARRANTIES, DEFECTS AND LAWSUITS:** Builders of new construction are required to provide certain warranties and information about how to report claims, but may not be required to complete the Real Estate Transfer Disclosure Statement ("TDS"). When there are subsequent sales, Sellers must provide Buyers with builder warranty and claim information. The TDS asks Sellers to disclose any lawsuits by or against the Seller threatening or affecting the 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 SB 800 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 requires 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 reference 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 qualified California real estate attorney for advice. If lawsuits or claims are disclosed by Seller, Buyers should investigate such disclosures with a qualified California real estate attorney. Brokers are not qualified to provide any advice on these matters.

Multiple sources provide data regarding a property's square footage, number of rooms, number of units and age. These sources, including but not limited to Sellers, appraisers, architects, builders and space planners, often employ quite different square footage measurement criteria. Public records (e.g., Assessor data) also contain that data may be, and often are, inaccurate but which the Multiple Listing Service ("MLS") auto-populates such information into its listings. As such, there are frequent discrepancies in advertised measurement and other data relating to structures on real property. Any statements from any source regarding square footage, size or age of Property improvements (whether contained in the MLS, advertisements, computer-generated property profiles, disclosures and reports) have not been verified and will not be verified by Brokers. If the estimated or exact square footage, number of rooms or age of the Property are important factors in Buyers' decision to purchase the Property and in determining what price to pay, Buyers should independently verify that data by hiring an Appraiser or other qualified professional during Buyers' inspection period, if any.

**8. LOT SIZE AND BOUNDARIES:** Only a land surveyor can reliably determine actual lot size, property corners, and the exact location of boundaries. Statements regarding these issues in the MLS, advertisements, computer-generated property profiles, data in property tax assessor records or any disclosures are often approximations, or are based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Brokers have not verified any statements made by anyone regarding lot size and boundaries. If these issues are important to Buyers, they should not rely on any statements made by anyone without independently investigating these issues by hiring a licensed surveyor during Buyers' inspection period, if any.

**9. SEPTIC SYSTEMS AND WASTEWATER TREATMENT SYSTEM REGULATIONS:** If the Property has a septic system (usually consisting of a septic tank, cesspool, leach lines, leach field, pits, or a combination thereof), Buyers should obtain a current, written inspection report from a licensed professional regarding the condition and adequacy of the system for the Buyers' specific needs. Visual inspection of the tank alone is insufficient. Buyers' lender or government agencies may require an inspection and testing of the septic system. Brokers make no representations as to the condition, capacity, operability or expandability of the septic system.

Expansion or remodeling of the dwelling may be restricted or even denied due to the existence or condition of a septic system. Securing approval for changes in the dwelling may be conditioned upon testing, removal, repair, expansion, or other changes to the septic system (e.g., connection to sewer system) which may be expensive. The septic system may not be in compliance with current or future code requirements, and code compliance may be required for any future work done on the Property. Buyers should investigate these issues at appropriate government agencies and with qualified licensed professionals (e.g., architects, contractors, engineers) during Buyers' inspection period, if any. For more information about on-site waste water treatment/septic system regulations, Buyers should contact the State Water Resources Control Board at (916) 341-5250 and go to the website: [www.swrcb.ca.gov](http://www.swrcb.ca.gov). See also Paragraph 80 of this Advisory.

**10. SEWERS AND SEWER LATERALS:** A number of public sanitary districts and private sanitary entities serve various communities and some have different rules and regulations regarding fees and costs. Buyers need to determine whether or not the Property is part of such a district or entity and make arrangements with Sellers to transfer any necessary rights to any private sanitary entities. Some sanitary districts and private entities have implemented various requirements, restrictions and charges relating to participation, usage, maintenance, and type of equipment (such as sewer lateral clean-outs, backflow prevention devices) and drainage into sewer systems. Many cities have enacted ordinances requiring the abatement of failed sewer laterals (from the building served to the clean out in the city's right of way). Some ordinances require testing and repair of sewer laterals prior to sale, remodeling or expanding the residence or when changing plumbing fixtures or utility service. Buyers should contact the applicable public district or private entity to determine what, if any, action must be taken with respect to sewer systems and sewer laterals during Buyers' inspection contingency, if any. Prior to transfer of title, some private sewage disposal systems may mandate an inspection of the system, a written report and other requirements for hook-up to a public sewer system, depending upon the proximity of the Property to a public sewer system. Some jurisdictions require certification procedures pre- or post- close of escrow. Penalties for noncompliance can be imposed. Each jurisdiction has its own unique requirements which Buyer should research during Buyer's inspection contingency, if any.

Even though the Property may be located in a sanitary district or subject to a sewer assessment, the Property may not be (and may not be entitled to be) connected to the sewer system. There may be a separate cost for the installation and connection of the Property to the sewer system and/or other actions that must be taken by Sellers and Buyers to transfer rights. Buyers should retain qualified professionals to evaluate the Property so as to determine the existence and condition of any sewer connections; that evaluation may require a video "scoping" of the system and/or pressure testing. Brokers have not and will not verify any of the issues discussed in Paragraph 10.

**11. WATER AND WELL SYSTEMS:** The Property may be served by a well, a spring, public or private water systems, or a combination thereof, in which case Buyers should consider requesting that Sellers complete the PRDS Well and Private Water System Checklist. Water may contain bacteria, chemical, metals, minerals, and may emit odors, Buyers should contact appropriate governmental agencies and should hire qualified professionals to determine the water source and have the water pressure, water system and its components inspected and determine the availability, quantity, quality and potability of the water. Results of such testing may vary by season and may change over time due to geological events and other factors. Brokers have not verified and will not verify any of the issues discussed in Paragraph 11.

Recent studies have revealed that some wells in Morgan Hill and San Martin contain the chemical perchlorate. Other wells in Santa Clara County may be contaminated by this or other chemicals. Any questions about possible chemical contamination including, but not limited to, its impact on any given property should be directed to the Santa Clara Valley Water District by calling (408) 265-2607 or visiting their website at [www.valleywater.org](http://www.valleywater.org). See also Paragraphs 88 and 89 of this Advisory.

DocuSign Envelope ID: 1E416991-6C26-461F-AA21-76BD6B905EE1 and provides stewardship for the county's five watersheds, including ten reservoirs, groundwater basins and hundreds of miles of streams. The District captures local rainfall in the reservoirs throughout the winter months. Then in the spring and summer, the District releases water from the reservoirs to replenish the underground water supply. Because the amount of local rainfall cannot be predicted, there is no way to guarantee that any given reservoir will fill up each winter or that there will be sufficient water for all purposes, including recreation facilities. Brokers are not experts on this topic.

Buyers can obtain additional information from the Santa Clara Valley Water District by calling (408) 265-2607 or go to the following website: [www.valleywater.org](http://www.valleywater.org).

**12. WATER SHORTAGES AND CONSERVATION / WATER CONSERVING PLUMBING FIXTURES:** The Property may be subject to state or local water shortages, conservation, usage and other measures, such as water hook-up restrictions and, at various times, mandatory rationing and the need to bring in water from outside sources. The policies of local water districts and the city or county in which the Property is located can result in limitations on the amount of water available to the Property, restrictions on its use of water, increasingly graduated costs, and penalties for excess usage. Buyers should 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 Buyers' intended use or development of the Property. If the Property is serviced by a private well or private water system, drought conditions or a low water table, it may become necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water supply companies for the costs involved.

Current law [Civil Code Section 1001.1, et seq.] requires that "noncompliant plumbing fixtures" be replaced with "water-conserving plumbing fixtures" by certain prescribed deadlines. A "noncompliant plumbing fixture" is (1) any toilet manufactured to use more than 1.6 gallons of water per flush (2) any urinal manufactured to use more than one gallon of water per flush, (3) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute and (4) any interior faucet that emits more than 2.2 gallons of water per minute. The compliance deadlines are as follows:

**A. Single Family Residences:** If an alteration or improvement is undertaken for which a permit is required, compliance is a precondition of final permit approval (or, as applicable, certificate of final completion or occupancy). **After January 1, 2017, however,** all single family residences built before 1994 must be brought into compliance whether or not the property is being altered, repaired or otherwise improved. [Note: Condominium units are not subject to this requirement.]

**B. Multifamily and Commercial:** Compliance is required where (1) building additions increase the floor area of the space in the building by more than 10%, (2) estimated costs of alterations or improvements exceed \$150,000 or (3) plumbing fixture are located in the room where permit-required work is undertaken. **After January 1, 2017, however,** all multifamily and commercial properties must be brought into compliance whether or not the property is being altered, repaired or otherwise improved. **CAUTION:** Owners of such properties should carefully review the applicable statutory language and seek legal advice re compliance with the many important elements of compliance, disclosure, notification and other provisions not detailed in this summary.

**13. WET WEATHER CONDITIONS:** California experiences a wide range of weather conditions and at times has heavier-than-usual rainfall. During heavy rains, properties may become susceptible to earth movement, drainage problems and flooding. Properties which may not have experienced past water intrusion into or under improvements may experience these conditions due to weather-related phenomena. Sellers are obligated to disclose to Buyers those defects or conditions known to Sellers which affect the value or desirability of the Property; however, not all Sellers may be aware of recent changes in the condition of a Property or its improvements caused by unusually wet weather. Buyers should investigate these issues and conditions with licensed geotechnical engineers or other licensed engineers during Buyers' inspection period, if any.

**14. WATER INTRUSION:** Many homes suffer from water intrusion or leakage either on a short-term or long-term basis. Causes of water intrusion are varied, and may include defective construction, faulty grading, deterioration of building materials and absence of waterproofing. Water intrusion can cause serious damage to the Property including, but not limited to, 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 significant. The existence and cause of water intrusion is often difficult to detect. An absence of visual evidence of water intrusion does not mean that such intrusion does not exist. Buyers should have the Property inspected for water intrusion by a licensed professional during Buyers' inspection period, if any.

**15. GROUND WATER, NATURAL SPRINGS AND WATER RUNOFF:** Some properties have high water tables that can lead to water intrusion problems, intensify mold growth and compromise the stability of soils and foundations. High water tables may affect septic systems, wells and the development, use and enjoyment of the land, particularly during months of heavy rain. Many properties have natural springs and rain water runoff issues that may result in standing water, dry rot, flooding, mold, foundation failure or other potential water damage to improvements. Hillside properties or properties with retaining walls may be more susceptible to these issues. Buyers should retain geotechnical engineers and civil engineers to help evaluate the effect of high water tables on the Property and consider drainage modifications to protect the structure and improve the value, development, use, and enjoyment of the surrounding area. If the Sellers' disclosures, any visual inspection of the Property, or any professional inspection report indicates a past or current water-related issue, Buyers are strongly encouraged to thoroughly investigate the problem (even if it is common to the area) to determine its cause and possible repair costs to rectify the problem with licensed professionals during the Buyers' inspection period, if any. Brokers have not verified and will not verify any of the issues discussed in Paragraph 15.

**16. CREEKS AND CULVERTS:** Many properties are impacted by creeks (narrow channels or small streams) and culverts (man-made structures used to enclose a flowing body of water which is usually designed to allow water to pass underneath a road or other structures). If the Property includes, abuts or is near a creek or culvert, Buyers should engage licensed professionals and investigate the possibility of flooding and water intrusion that may result from those water sources during Buyers' inspection period, if any. In addition, federal, state, county and some city entities and agencies have enacted regulations regarding creeks and culverts.



DocuSign Envelope ID: 1E416991-6C26-461F-AA21-76BD6B905EE1 ns to keep creeks and groundwater free-flowing and clean. Due to pressures from development, all potential sources of environmental pollution are coming under public scrutiny, including these from farming and horse property. Buyers should investigate the County's land management programs during their inspection period, if any, at the following website: [www.sccgov.org](http://www.sccgov.org).

**17. LEVEES:** A levee is an embankment to prevent a river or body of water from flooding bordering land. Due to proximity to various bodies of water and waterways, several geographic areas either have existing levees or require the construction of levee. The Federal Emergency Management Agency ("FEMA") is responsible for certifying that any existing or proposed levees will protect an area against certain flood levels. FEMA is in the process of digitizing and updating their Flood Insurance Rate Maps ("FIRM") for several areas. All levees must be properly maintained and FEMA has indicated that certain levees need to be improved. The current and future existence or condition of a levee may impact the need for flood insurance. Brokers are not qualified to determine whether or not the Property is or will be impacted by the existence, maintenance, improvement or construction of any levee. For more information contact the relevant County government or FEMA at: [www.fema.gov](http://www.fema.gov).

**18. WOOD DESTROYING PESTS AND ORGANISMS:** The presence of wood destroying pests or organisms can cause damage to the structures on the Property. To determine whether such pests or organisms are present, Buyers should have the Property inspected during Buyers' inspection period, if any, by a licensed structural pest control company which will issue a written report separated into two sections: Section 1 will identify areas where current infestation or infection is evident. Section 2 will identify conditions which will likely lead to infestation or infection. Who pays to correct these issues is negotiable.

**19. PETS, ANIMALS AND PESTS:** Current or previous owners may have kept domestic and other indoor or outdoor animals at the Property. Animals can cause damage to the Property: odors from animal urine or waste may be dormant for long periods and then become active because of heat, humidity or other factors (such as some cleaning techniques), or be temporarily masked by other odors (such as fresh paint or new carpet); animal urine and feces can also damage floors, floor coverings, walls, baseboards, or other components. Additionally, animals can attract fleas, ticks and other pests that can remain on the Property after the animal has been removed. Complete elimination of odors and other problems created by animals may not be possible even by professional cleaning efforts or replacing carpets, pads and other affected components.

The Property may be subject to ordinances regulating the maintenance, breeding, number, or type of animals permitted, or other requirements such as spaying or neutering. Homeowner and Common Interest Associations often impose additional restrictions on animals. Buyers should investigate such restrictions during their inspection period, if any. Neighbors may have animals that can cause problems including, but not limited to, noise and odors. Common pets such as dogs can bark, cats are not easily contained, and in some cases more unusual animals (e.g., poultry, exotic birds, and reptiles) may create issues that impact the value, use and enjoyment of the Property. California is home to a wide variety of animals, reptiles and insect life including, but not limited to, ants, bedbugs, bats, rodents, snakes and larger wild animals such as mountain lions and deer, some or all of which may enter or inhabit the Property and may be difficult to eliminate or control. These creatures can damage landscaping, might be a hazard to people, pets or other animals and may cause issues that impact the Buyers' use and enjoyment of the property. Proximity to rural or open space areas increases the likelihood of this problem. If these are issues of concern, Buyers should discuss and/or investigate these issues with licensed professionals, including local animal/pest control companies, and/or other qualified agencies or organizations during Buyers' inspection period, if any.

**20. ENDANGERED SPECIES ACT:** Under the Federal Endangered Species Act (16 U.S.C. §§ 1531-1544) and several additional California requirements, many species of plants and animals are deemed to be "endangered" or "threatened" and are thus subject to special protective measures which may impact the use or development of the Property; this is especially true in areas that abut a body of water or are in designated wetland area. Violating these laws can result in substantial fines and other civil penalties, and Buyers should contact the U.S. Fish and Wildlife Service at [www.fws.gov](http://www.fws.gov) and the California Department of Fish & Wildlife at [www.dfg.ca.gov](http://www.dfg.ca.gov) to determine if the Property is within any designated critical or essential habitat for any listed species. Buyers should also consider hiring qualified professionals experienced with application and enforcement of the Endangers Species Act during Buyers' inspection period, if any. Brokers have no expertise on this subject.

**21. POWER LINES AND POWER PLANTS:** Cities and counties receive electrical service through power transmission lines from power plants that may be located in proximity to the Property. The Property may be impacted by an easement for the benefit or use of utilities and impacted by the existence of high voltage lines, transformers, other types of power equipment and electro-magnetic fields. All areas have experienced power outages caused by various factors at various times. Buyers should confer with the local utility, the State Public Utilities Commission and appropriate professionals during Buyers' inspection period, if any, and investigate the impact that any of these issues may have on the value, development, use, and enjoyment of the Property.

**22. UNDERGROUND UTILITIES AND PIPES:** Some communities have begun the process of relocating utility lines underground in order to remove the utility poles in the neighborhood. These projects can result in special tax assessments, increased costs for homeowners and temporary disruptions of the neighborhood. Water, natural gas and other types of fuels are delivered to communities through a network of underground pipes that are connected to residential and commercial properties. Some areas have been adversely impacted by disruptions in service or damage to these underground pipes including, but not limited to, the destruction of homes. 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 [www.npms.phmsa.dot.gov](http://www.npms.phmsa.dot.gov). Buyers should investigate these issues with the appropriate municipality and/or Pacific Gas and Electric Company ("PG&E") during Buyers' inspection period, if any, to determine if the Buyers' development, use or enjoyment of the Property is or will be impacted by underground utilities and/or pipes.

**23. SOILS AND GEOLOGIC CONDITIONS:** All land in California is subject to settling, slippage, subsidence, earthquakes and other forms of movement. The geologic forces that have shaped California over the eons are still active today. Much of California has expansive or adobe soil which can expand and contract depending upon the amount of water in the soil. Soil expansion and contraction can cause movement or shifting of structures, foundations and the land. Hillsides are frequently active or potentially active landslide areas which can negatively impact hillside properties and surrounding properties. The Property may be constructed on unstable or improperly compacted soil and have inadequate drainage capability. Buyers should confirm with an attorney the legality, enforceability and scope of any easements (whether

DocuSign Envelope ID: 1E416991-6C26-461F-AA21-76BD6B905EE1 nally, the Property may have known or unknown mines, mills, caves or wells. Any of these issues can cause structural problems or destruction of improvements on the Property and impact the ability to use or develop the Property. Buyers should retain geotechnical engineers and civil engineers to evaluate soil stability, grading, drainage and other soil conditions of the Property to determine how these forces may affect improvements to the Property and, when necessary, consider drainage modifications to protect the structure and improve the use and enjoyment of the surrounding area. Buyers should not simply rely on geologists or companies that review governmental maps (see Paragraph 43); for further information, Buyers should contact licensed geotechnical professionals during Buyers' inspection period, if any.

**24. EASEMENTS, ENCROACHMENTS, PUBLIC TRAILS, ACCESS RIGHTS, PRIVATE ROADS & MAINTENANCE AGREEMENTS:** Sellers need to disclose all known facts relating to the location, existence, maintenance and other obligations of any easement, access right, shared or private road/driveway, shared or private well systems and components, public trails and any possible encroachments affecting the Property. Buyers should investigate these issues and engage a real estate attorney evaluate all relevant documents, whether recorded or not.

Some communities have created and maintain public trail systems which abut private residences. Trails may be used by pedestrians, bicyclists, horseback riders and animals; as such, the proximity of public trails may impact the value, development, use and enjoyment of the Property.

Only a surveyor can confirm the exact location of easements, trails, shared or private roads/driveways and encroachments. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be known by the Sellers and Brokers or cannot be determined by a survey and a title search. Statements regarding these issues in the MLS or advertisements, or plotted by a title company, are often approximations, and may be based upon inaccurate or incomplete records.

The use or maintenance of the Property or other properties by Sellers or others may or may not establish an actual easement, access right, shared or private road, driveway, maintenance obligation or encroachment. Whether or not a written agreement exists to establish a perceived use or obligation, Buyers should have these issues evaluated by a real estate attorney. Brokers have not verified and will not verify any statements made regarding matters identified in Paragraph 24.

**25. VIEWS AND VIEW ORDINANCES:** Views from the Property may be affected by weather conditions, future development, growth of trees and vegetation on other properties, current location and future construction of cellular antennas and the use of any property within the line of sight of the Property. Buyers should review any covenants, conditions and restrictions ("CC&R's"), ordinances, regulations, and any other documentation which may relate to views. Buyers should also contact neighboring property owners, government agencies, architects and homeowner associations during Buyers' inspection period, if any, to evaluate any issues that might impact views.

Some cities and counties have view ordinances that may limit the planting of new trees, restrict the height of trees and limit future construction. Properties that are subject to a view easement may be required to maintain their landscaping so as to prevent any unreasonable obstructions to the views of other property owners. Certain trees that are part of the natural habitat may be exempt from these local ordinances. Often a view property will have recently trimmed trees and shrubs revealing the view; maintaining that view could entail not only trimming foliage on the Property, but may also involve enlisting the cooperation of their neighbors to keep their foliage trimmed, possibly at Buyers' expense. Cities and counties do not often take an active role in these issues; rather, they tend to encourage private resolution of such disputes. Each municipality has a slightly different mechanism for handling these situations, and Buyers should review the applicable Municipal or County Code/Ordinance during Buyers' inspection period, if any. Brokers have not verified and will not verify the information relating to views.

**26. TREE ORDINANCES:** Several municipalities have enacted ordinances to regulate and control the removal of trees. Some cities have identified "heritage" or other significant trees that must be protected or preserved in certain areas. Permits may be required to cut down, destroy, remove or relocate designated trees. Buyers should read applicable tree preservation ordinances, check with relevant governmental entities and consult with an arborist during their inspection period, if any, to determine the health of trees and whether or not any special action can or must be taken with respect to any trees on the Property. The City of San Jose, for example, requires Sellers to make specific disclosures to Buyers regarding street trees on a separate form prior to the sale of residential property. If Property is in the City of San Jose, Buyers should not close escrow without receiving the Sellers' Street Tree Disclosure form. Brokers cannot determine the health of trees or whether or not any tree is subject to any particular tree preservation ordinance.

**27. LAND LEASE:** Some developments are built on leased land, which may mean that: (a) Buyers will not own the land; (b) the right to occupy the land will terminate at some future time; (c) the cost to lease the land may increase in the future; (d) Buyers may not be able to obtain insurance; (e) the ability to obtain (and the cost of initial and future) financing of the Property may be impacted; and (f) the value, development, use and enjoyment of the Property may be impacted. This list may not include all related possible issues. Buyers should obtain a copy of the land lease and discuss with their own attorney or other appropriate professionals the practical and legal implications of owning a home on leased land.

**28. BUILDING PERMITS, ZONING AND CODE COMPLIANCE:** Any structure, or portion thereof, on the Property, including the original building, any addition, modification, remodel, repair, improvement or second unit may have been built without permits, not according to building codes, or in violation of zoning laws and may not legally be used or occupied as contemplated by Buyers (collectively referred to as "nonconforming improvements"). The existence of a nonconforming improvement may have a negative impact on appraised value, ability to obtain financing, require a retrofit, impact habitability, preclude insurance coverage or result in fees, penalties and government enforcement actions. In some cases, nonconforming improvements may be subject to removal by local governmental agencies, including building, planning, zoning, environmental health, and code enforcement departments. Nonconforming or illegal rental units may be required to be vacated and possibly torn down. It might not be possible to legalize or bring such nonconforming improvements up to current code because of zoning or permit issues or other legal or regulatory limitations. Even if a nonconforming improvement was built according to the then-existing code or zoning requirements, it may not be in compliance with current building standards or local zoning. As such, commencing any new construction or remodeling projects may not be possible or may require bringing nonconforming improvements into compliance with current requirements. It is also possible that local law may not allow nonconforming improvements that now exist to be rebuilt in the event of damage or destruction. While Sellers are obligated to disclose all known nonconforming improvements, Sellers may not be aware of all nonconforming improvements or uses, especially those that were made prior to the Sellers' ownership of the Property.

DocuSign Envelope ID: 1E416991-6C26-461F-AA21-76BD6B905EE1 and status of all possible nonconforming improvements by reviewing all files maintained by governmental agencies for the Property (including those listed above), as well as obtaining the advice of contractors, architects, engineers or other professionals to verify the actual status of all permits, legal requirements and the effect of such requirements on past, current and future use of the Property, its development and size limitations during the Buyers' inspection period, if any. Brokers 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. Brokers have not verified and will not verify any of the issues detailed in Paragraph 28.

**29. FUTURE REPAIRS, REPLACEMENTS AND REMODELS:** Various federal, state and local governmental agencies impose limitations and restrictions regarding house size, configuration, design, construction and landscaping materials and development of real property depending upon the general location of the Property (e.g., if it is in the Coastal Zone, abuts waterways or is in a designated watershed area or environmental protection zone). Replacement or repairs of certain structures or systems or remodels of portions 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 or remodel has occurred. For example, remodeling or repairs may trigger the need to upgrade the electrical system, the type and number of smoke alarms, installation of water conserving plumbing fixtures (see Paragraph 12). Incentives may be available from some utilities to install energy efficient appliances. Permit or code requirements and building standards can change over time, resulting in increased costs to repair existing features or the inability to make any future repair, replacement, remodel or addition to the Property. Changes to state and federal energy efficiency regulations may impact the installation, replacement and some repairs of roofs, windows, water heaters heating and air conditioning units ("HVAC"). Federal Environmental Protection Agency ("EPA") regulations require phasing out the use of R-22, freon which may also impact repairs and replacements of existing air conditioning units and heat pumps. State regulations require that when installing or replacing HVAC units, duct work must be tested for leaks in some coastal areas. Home warranty policies may not cover such inspections or repairs. For further information on any of these issues, Buyers should, during Buyer's inspection period, if any, obtain the advice of land use professionals, contractors, architects, engineers or other relevant professionals and investigate with the appropriate governmental agency (e.g., building, planning, zoning, environmental health, code enforcement), the U.S. Department of Energy's website [www.energy.ca.gov](http://www.energy.ca.gov) and the California Energy Commission's website: [www.energy.ca.gov/title24](http://www.energy.ca.gov/title24).

Many homeowners use unlicensed repair people to save money. However, using unlicensed repair people may create problems because those individuals may not be qualified to do the work, they may not know all of the legal requirements for performance of that work and they may not have insurance, performance bonds or other means to enable them to financially stand behind the work performed. Brokers have not verified and will not verify any of the issues detailed in Paragraph 29.

**30. SMOKE ALARMS & CARBON MONOXIDE DEVICES:** Some cities or counties may require a smoke alarm inspection by a qualified inspector prior to the transfer of title. Sellers and Buyers should contact the appropriate governmental agency and all applicable regulators regarding the type, number and location of smoke alarms and carbon monoxide devices. Buyers need to determine whether an inspection or additional documentation is needed to certify proper installation and operation of the smoke alarms and ascertain the impact that these issues may have on the value, use, enjoyment or development of the Property. Fire department resources vary from district to district. Buyers should investigate these issues during Buyers' inspection period, if any.

**31. RETROFIT, SAFETY & SECURITY REQUIREMENTS:** State and local laws may require installation of barriers, access alarms, self-latching mechanisms and other measures to decrease risks to children and others presented by swimming pools and hot tubs. State and local laws may require the installation of locking mechanisms on doors and window bars, operable smoke alarms and carbon monoxide devices, bracing or strapping of water heaters, and completion of a corresponding written statement of compliance that is delivered to Buyers. Some local governments may impose additional retrofit standards, including, but not limited to, installing low-flow toilets and shower heads, gas shut-off valves, spark arresters and tempered glass. Unless specifically agreed in the Purchase Contract, the Property may not be in complete compliance with applicable requirements. To determine the retrofit requirements and any applicable penalties for non-compliance, and to determine the extent to which the Property complies with such standards, consult with the appropriate government agencies. To determine the costs, if any, consult licensed construction professionals.

**32. RE-KEYING:** Buyers are advised to re-key all locks upon possession. Alarm system, (which may be leased, see Paragraph 5), should be serviced by professionals and all alarms codes should be changed by Buyers. Garage door openers and remotes should also be re-coded.

**33. ON-LINE PHOTOS & INFORMATION:** Photographs of the Property provided to the MLS and brokers' websites may appear on other brokers' sites as well as national aggregation sites, including Realtor.com, Trulia, and others. It is not possible for brokers to remove photos from websites over which they have no control. Information regarding the Property and the neighborhood may exist online in various blogs, discussion boards, neighborhood associations and homeowner association sites that may offer viewers the opportunity to express opinions and air complaints. Some of that posted information may contain speculation, unfounded assertions and rumors, and it may be difficult to determine what is and what is not true. Sellers and brokers may not be aware of this online information and are not obligated to verify, investigate, or explain posted commentary.

**34. EPA REQUIREMENTS FOR PRE-1978 HOUSING:** U.S. Environmental Protection Agency ("EPA") regulations require (a) that contractors be certified before performing work in homes built before 1978, (b) the use of lead-safe practices and other actions aimed at preventing lead poisoning, and (c) that property owners who wish to renovate, repair, or prepare surfaces for painting in pre-1978 rental housing or space rented by child-care facilities, before beginning work, also be certified and follow the lead-safe work practices required by EPA's Renovation, Repair and Remodeling rule. For further information, contact the U.S. EPA's Lead Information Center at 1-800-424-LEAD [5323], or go to: [www.epa.gov](http://www.epa.gov).

**35. HISTORICAL DESIGNATION, COASTAL COMMISSION, AND OTHER RESTRICTIONS ON IMPROVEMENTS AND LAND USE:** The Property may be designated as a historical landmark, protected by historical conservancy, subject to an architectural or landscaping review process, lie within the jurisdiction of the California Coastal Commission or other government agency, or be subject to a contract preserving

DocuSign Envelope ID: 1E416991-6C26-461F-AA21-76BD6B905EE1      ecific structures, sites, trails, roads and natural features may be identified in a "General Plan" or local "Specific Plan" as requiring special treatment and various types of permits and other fees (especially if the Property is located along the California coastline). If the Property is specially designated on any governmental entity's list or map, there may be severe restrictions on Buyers' ability to retain existing features of the Property, develop, remodel, improve, remove, build or rebuild any of the structures or remove or trim trees or other landscaping. Buyers should investigate these issues during Buyer's inspection period, if any, by retaining the services of a land use consultant and contacting all applicable governmental agencies (including, but not limited, to local city and county planning departments, the California Coastal Commission ([www.coastal.ca.gov](http://www.coastal.ca.gov)); or call North Central Coast District Office at (415) 904-5260, the California Department of Fish and Wildlife ([www.wildlife.ca.gov/](http://www.wildlife.ca.gov/)) and the U.S. Army Corps of Engineers at: [www.spn.usace.army.mil/](http://www.spn.usace.army.mil/)). See also Paragraph 29 of this Advisory. Brokers have not verified and will not verify any of the issues detailed in Paragraph 35.

**36. RENTAL PROPERTY:** Some state and local laws impose restrictions that limit residential rent that can be charged, the maximum number of tenants who can occupy property, the right of the landlord to terminate a tenancy and the costs to do so. Some municipalities are considering imposing restrictions on vacation rentals as well as bed & breakfast establishments. If rental property is offered to the public, the owner and real estate agent must comply with all state and federal fair housing laws including, but not limited to, making reasonable accommodations for individuals with service or companion animals. Effective July 1, 2017, landlords must provide a statutory bedbug notice to new tenants and must comply with other state regulations to eradicate bedbugs. Buyers should investigate these issues with appropriate governmental authorities and a local landlord/tenant attorney during Buyers' inspection period, if any. Brokers have no expertise on these topics.

**37. 1915 BOND AND MELLO-ROOS COMMUNITY AND OTHER FACILITIES DISTRICTS:** The Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915 and a levy of a special tax pursuant to a Mello-Roos community facilities or other district. The existence of Mello-Roos and 1915 Bond districts should be referenced in a report by a Natural Hazard Disclosure ("NHD") company. Most other assessment districts will be reported in the Preliminary Report from the title company. Still others may be disclosed by Sellers or local disclosure. Sellers are 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. The responsibility for prorating or paying taxes and assessments should be determined as part of the negotiations for the Purchase Agreement.

**38. NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL:** Pursuant to Civil Code § 1102.6(c), Seller or Seller's agent is required to provide the following "Notice of Your "Supplemental" 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. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bill 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 regarding this matter, please call your Tax Collector's Office."

Although this statutory Supplemental Tax Bill Notice refers to a loan closing as a trigger, it is actually the change of ownership which triggers this reassessment. 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. For further information concerning these matters, Buyer should contact the County Assessor or Tax Collector. Parcel and other types of taxes may be added and/or increase over time.

**39. PACE:** California First, also known as PACE ("Property Assessed Clean Energy"), is a program available to homeowners to help with energy and water conservation improvements to their property. Through PACE, property owners may finance such projects as adding insulation or installing more energy efficient furnaces, drought tolerant landscaping etc. Buyers and Sellers are cautioned that these financed funds become a line-item obligation on future property tax bills and are usually not listed on Preliminary Reports from Title Companies.

Note: Some lenders may not allow PACE financing because it affects their security interest. Buyers and Sellers are advised to consult with qualified tax, financial and legal advisors regarding the ramifications of an existing PACE loan and applying for a PACE loan. Sellers should disclose the known existence of, and any other information regarding, PACE financing relating to the Property.

**40. FIRPTA/CALIFORNIA WITHHOLDING:** Federal law nominally requires Buyers to withhold and remit to the Internal Revenue Service a set percentage of the purchase price if a Seller is a non-resident alien, unless an exemption applies. The original 10% withholding amount is increased to 15% where the sales price is \$1 million or more. Sellers may avoid this federal withholding requirement by providing to Buyers a "FIRPTA" statement duly claiming exempt status. The statement must be signed by each Seller under penalty of perjury and include each Seller's taxpayer identification number. Alternatively, a "Qualified Substitute" (such as the escrow holder) can state under penalty of perjury that it has verified the required taxpayer identification information. Buyers can also avoid the federal withholding requirement if the Property purchase price is \$300,000 or less and Buyers sign an affidavit stating that they intend to occupy the Property as their principal residence. California law requires that Buyers withhold and remit to the Franchise Tax Board 3 1/3% of the purchase price unless the Sellers sign an affidavit that the Property was the Seller's (or the decedent's if a trust or probate sale) principal residence or that another exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Buyers and Sellers should seek advice from a CPA, attorney or taxing authority.

**41. DEATH ON THE PROPERTY:** California law requires that all Sellers, whether or not exempt from completing any specific disclosure forms, disclose any death on the Property that occurred less than three years of the date an offer to purchase is made. Although the California Legislature deems such deaths not to be "material facts," any responses by Sellers and Listing Agents to direct questions on that topic must be truthful. Buyers who have questions or concerns about this topic should put their inquiries in writing for a written response, if any, from Sellers.

DocuSign Envelope ID: 1E416991-6C26-461F-AA21-76BD6B905EE1 Sellers of residential property consisting of 1 to 4 units must complete a Real Estate Transfer Disclosure Statement (“TDS”) even if the property is being sold “AS IS”. The Parties cannot waive this statutory requirement. Seller must, for example, disclose any past or current lawsuits affecting the Property of which they are aware and disputes regarding construction defects with references to Civil Code Sections 900, 903,910 and 914. See Paragraph 6 above. If Sellers have any questions regarding how to respond to any of the questions in the TDS, any supplements to the TDS, any other questionnaires, Buyer inquiries or how to disclose any known material fact, Sellers should consult with their own qualified California real estate attorney.

If Sellers become aware of new information that affects the value, development, use and enjoyment of the Property that has not already been disclosed to the Buyers, Sellers may be required (depending upon, e.g., the purchase contract form) to amend the TDS and give the Buyer a right to rescind the purchase contract within three days of personal delivery (or five days of mailing) of the amended TDS. If Sellers have any questions regarding the obligation to provide an amended TDS, they should consult with a qualified California real estate attorney. Brokers do not have the requisite expertise to provide advice on the issues in Paragraph 42.

**43. NATURAL HAZARDS DISCLOSURE:** Unless exempt, Sellers of residential property consisting of 1 to 4 units must disclose known natural hazards on the Natural Hazards Disclosure Statement (“NHDS”) form. Sellers generally retain the services of a third-party natural hazards disclosure company to review public records and maps to provide that information to Buyers. Where a Seller is exempt or is otherwise not required to provide the NHDS, it is recommended that Buyers still secure a NHD report to be informed of natural hazards which could affect the use and development of the Property. Some NHD companies provide information based upon federal, state, county and local sources, but these sources are not always consistent with each other, the maps relied upon may change over time, and the thoroughness of the report may vary depending upon the company chosen and the cost of the report. Buyers should carefully review all sources relied upon in the NHD report. Not all NHD companies use the same sources and some do not include all of the local information. Buyers should not rely exclusively on the NHDS or the accompanying NHD reports for all information regarding natural hazards which may affect the Property. Buyers who have questions about any NHD report should contact the NHD company that issued the report. Although some NHD providers are licensed geologists, they are not conducting a geological examination of the Property. Buyers should have the actual Property inspected by a licensed geologist, geotechnical engineer, or other licensed professionals to evaluate the past and current condition of the Property so as to assess its value, future use and development. Brokers are not qualified to determine the location or extent of natural hazards or to explain the contents of NHD reports.

**44. GEOLOGIC HAZARDS:** California has experienced earthquakes of varying sizes and frequency. There is always a potential for future earthquakes. Earthquake damage may not be discoverable by Buyers’ or Brokers’ visual inspections. Inspection by a licensed structural engineer is strongly recommended to determine the structural integrity and safety of all improvements on the Property. If the Property is a condominium, or is located in a planned unit or common interest development, Buyers should contact the Homeowners’ Association regarding earthquake repairs and retrofit work. Buyers are encouraged to obtain and read the pamphlet entitled “The Homeowners Guide to Earthquake Safety.” If the home was built prior to 1960, Sellers may be required to complete a questionnaire within that pamphlet. If the Property was built before 1975 and contains structures built with masonry or precast (tilt-up) concrete walls, Sellers must provide Buyers with 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 review at city and county planning departments. Buyers should review public maps and reports and/or obtain a geologist’s inspection report rather than relying solely on the NHDS (see Paragraph 43). Buyers may be able to obtain earthquake insurance; Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance.

**45. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** California law requires the delineation and mapping of “Earthquake Fault Zones” along known active faults and “Seismic Hazard Zones.” Affected cities and counties must regulate construction projects within these zones. Improvement of affected properties may be subject to the findings of a geological report prepared by a registered California geologist. However, earthquakes and seismic hazards may occur outside designated zones. For further information, Buyers should make independent inquiries of any research company retained by Sellers (see Paragraph 43) or with appropriate government agencies concerning the use and improvement of the Property during the Buyers’ inspection period, if any.

**46. FIRE HAZARDS/ZONES:** Fires annually cause the destruction of many properties in California. Due to climate and topography, certain areas have higher risks of fires than others. Certain fire hazard zones are reported in the NHDS (see Paragraph 43). Certain types of materials used in home construction create a greater risk of fire than others. However, there is a potential for fires even outside designated zones. For further information, Buyers should contact the local fire department as well as Buyers’ insurance agent during Buyers’ inspection period, if any, regarding the risk of fires. State and local jurisdictions may require that homeowners maintain their properties by means of weed/brush abatement, tree trimming and other measures to create “defensible space” in a fire hazard area. Buyers should consult with all applicable governmental agencies regarding any questions about fire safety zones and applicable regulations.

**47. FLOOD HAZARDS/ZONES:** The National Flood Insurance Program identifies flood plain areas and establishes flood-risk zones within those areas which are shown on the NHDS (see Paragraph 43). That 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 depending upon which flood zone applies and some properties may now be required to have an elevation certification on file with the local government in order to obtain insurance coverage. Buyers should recognize that there is potential for flooding even outside designated zones. For further information, Buyers should consult their lender, insurance agent and the Federal Emergency Management Agency (FEMA) during Buyers’ inspection period, if any.

**48. ENVIRONMENTAL HAZARDS:** The presence of such environmental hazards as lead-based paint and other lead contamination, asbestos, formaldehyde, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, tri-chloro-ethane or tri-chloro- ethylene (a.k.a. “TCE”), and other conditions and materials may adversely affect the Property and may cause health problems to people and animals. Buyers should have qualified experts inspect the Property for existing and potential hazards during Buyer’s inspection contingency period, if any. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyers and Sellers should also read the pamphlets entitled “Residential Environmental Hazards; A Guide for Homeowners, Homebuyers, Landlords and Tenants” and “Protect Your Family from Lead in Your Home.”

DocuSign Envelope ID: 1E416991-6C26-461F-AA21-76BD6B905EE1      ce of toxic and non-toxic mold, fungi, mildew and other organisms (collectively referred to as "Mold") may adversely affect the Property. Current information indicates that some types of Mold may cause severe health problems for certain individuals, but not everyone. Not all Molds are detectable as part of a visual inspection by a Broker or even a professional whole-house inspector. It is also possible that the Property could have a hidden Mold problem unknown to the Sellers. The only way to provide any reasonable assurance that the Property does not have a Mold or other health hazard problem is to retain the services of an environmental expert to conduct specific tests at the Property. These tests customarily consist of an interior and exterior examination for airborne spores and a carpet test, but other procedures may be necessary. Any visible Mold should be professionally evaluated. Brokers have not verified and cannot verify whether there is or is not any type of health hazard.

Buyers should consider having a specific Mold test performed by an environmental professional as either a separate investigation or an add-on to their whole-house inspection. This is especially necessary if a Buyer has a known problem with Mold or if any of the inspection reports or disclosure documents indicate that evidence of past or present moisture, standing water or water intrusion at the Property, since most Mold thrives on moisture. All inspections, including those to detect Mold, should be completed during Buyer's inspection period, if any. Any waiver or failure on the part of Buyers to complete and obtain all appropriate tests, including those for Mold, is against the Brokers' advice. For more information about Mold, Buyers should consult the Environmental Pamphlet referenced in Paragraph 48.

**50. UNDERGROUND STORAGE TANKS ("UST"):** Many homes may have or have had an underground storage tank ("UST") for the fuel oil that fired the furnace or for storage of gasoline or oil. As natural gas became the standard fuel for home furnaces, virtually all of the old furnaces were replaced. However, many USTs remain buried on some properties and cannot be detected as part of a visual inspection. The California State Water Resources Control Board regulates all residential USTs in California. The licensing, inspection and regulation of residential USTs is currently not required if the tanks capacity is less than 750 gallons and it was used for fuel oil only. However, this does not guarantee that any given property would be exempt from abatement if a UST is discovered. Each municipality has different regulations that may include tank removal and soil cleanup of any toxic material that may have leaked from the UST. For further information, contact the Public Works Department, Building Department and Fire Department for the Property.

**51. GOVERNMENTAL SERVICES:** Economic and political factors may impact the cost, nature and extent of available governmental services including, but not limited to, law enforcement, fire protection, postal service and public works. Buyers should investigate the impact that these issues may have on the value, development, use and enjoyment of the Property during their inspection period, if any. Brokers have not verified and will not verify the issues addressed in Paragraph 51.

**52. SCHOOLS:** Neighborhood schools normally serving the Property may not have space available in current or upcoming school years and some schools may be impacted by busing, overcrowding, financial cutbacks, academic achievement difficulties, possible closings and other issues. Each school district has its own rules regarding school assignments and these rules may change at any time with little notice. The ability to provide schooling for children with special needs varies greatly in different communities. Buyers should thoroughly investigate these and other issues with local school districts during Buyers' inspection period, if any. Brokers have not verified and will not verify the issues in Paragraph 52.

**53. NOISE AND ODORS:** Levels and types of noise and odors that bother one person may be acceptable to others. Factors which 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. The Bay Area is also served by three international airports, several municipal and private airports and Moffett Field. Aircraft fly over virtually all residential areas creating noise levels that vary depending upon the aircraft type, size, altitude, time of flight, weather conditions and on the Property's proximity to flight paths and airports. Local amenities, facilities and venues including, but not limited to, the Shoreline Amphitheater, Mountain Winery, Montalvo Center for the Arts, Great America, Levi's Stadium, Avaya Stadium, SAP Arena, schools, parks and ball fields, produce noise at various times. Some coastal properties may be impacted by tsunami warning systems. Buyers should visit the Property at various days and times to personally determine noise levels; Buyers should also contact the respective transportation agencies to determine whether potential noise and odors levels are acceptable to Buyers and will impact the value, development, use and enjoyment of the Property.

**54. SMOKING ORDINANCES:** The Counties of Santa Clara and San Mateo as well some cities in those counties have or are in the process of enacting smoking ordinances regulating smoking pollution from variety of tobacco and non-tobacco devices within some types of residential property. These regulations may limit or affect where smoking is permitted, the terms of any applicable lease agreements, the smoker's responsibilities to others for the effects of second-hand smoke and other issues. Different rules may apply to multi-unit residences. CC&Rs and homeowners' association rules and regulations may also address these issues. For more information, Buyers should go to the applicable governmental website and should contact the homeowners' association.

**55. MARIJUANA & DRUG LABS:** Although California law now permits some cultivation, possession and use of marijuana, federal law recognizes no lawful use for marijuana and federal criminal penalties regarding marijuana remain in effect. Buyers and Sellers should consult with a California attorney regarding the legal risks and issues surrounding the purchase or ownership of a property where marijuana activity has been taking place. Cultivation or storage of marijuana may cause damage or alteration to the Property which may not be visibly apparent. Parts of some properties have been used as illegal methamphetamine labs. California law requires owners to notify occupants of such usage. Depending upon the circumstances, special clean-up efforts may be needed. Brokers do not have the necessary expertise to evaluate the issues in Paragraph 55. Buyers should consider hiring an environmental hygienist contractor and other appropriate professionals to inspect a property where marijuana activity has taken place or where there has been a methamphetamine lab.

**56. CRIME:** The existence of crime is a fact of life. Some areas experience more crime than others and crime statistics for various areas may rise and fall over time. Local law enforcement agencies may target designated areas for special, but temporary, enforcement measures. Individual criminal acts may occur anywhere and may or may not be reported to law enforcement or news sources. During their inspection contingency period, if any, Buyers should check with local law enforcement agencies if concern over criminal activity is a factor in the purchase of the Property. Brokers do not undertake these investigations and do not have the necessary expertise to evaluate criminal activity.

Sellers have received emails purportedly sent by their agent or an escrow company providing wire transfer information, but that are actually sent by hackers who re-direct the funds to the hacker's account with an off-shore site. Buyers and Sellers should confirm all email wire transfer instructions directly with the escrow officer by calling the escrow officer directly and personally confirming verbal wire transfer instructions before taking any steps to have their funds transferred. If a questionable wiring instruction has been received, Buyers and Sellers should promptly notify their bank, their real estate broker and the escrow officer, as well as the FBI at [www.fbi.gov](http://www.fbi.gov) or the Internet Complaint Center at [www.ic3.gov](http://www.ic3.gov).

**58. FREEWAYS, HIGHWAYS AND STREETS:** The ability to travel on public roads varies greatly due to present and future changes in those roads, development and construction of other properties, weather, traffic congestion, and such other factors as peak travel times. Public and private events and venues can add substantially to travel times, and resultant traffic impacts may adversely affect the value, development, use and enjoyment of the Property. Buyers should assess their own transportation needs and investigate relevant transportation issues during various times and days of the week during their inspection period, if any.

**59. TRAINS AND BART:** Caltrans operates commuter trains that run daily from San Jose to San Francisco and make stops in Santa Clara and San Mateo Counties. A railroad train also runs between San Jose and Cupertino several times a week. Freight trains operate at various times of day and night in both counties. The Bay Area Rapid Transit district operates trains. Trains, train tracks and train stations may create noise, impact local streets, and affect the value and desirability of some property. Under regulations issued by the Federal Railroad Administration, trains must produce a distinct, separate, sequential blast at various grade crossings (where a street crosses the tracks) and whenever a train engineer sees a trespasser near the tracks. Caltrans has temporarily relocated horns onto the top of the locomotives, increasing the volume and range of the sound. Caltrans is attempting to balance neighborhood noise concerns with required safety regulations. Since ultimate impact on the Property or Buyers of any type of train traffic is subjective in nature, Buyers are advised to personally investigate these issues during their inspection period, if any, to determine their potential impact. For more information, go to [www.caltrans.org](http://www.caltrans.org); [www.bart.gov](http://www.bart.gov).

**60. HIGH-SPEED RAIL:** On November 5, 2008, California voters approved Proposition 1A authorizing funding of a high-speed rail transportation system ("HSRTS") linking various cities in the State. Both the location of the proposed HSRTS and the possible effect that the construction and operation of that system will have on residential areas has been the subject concern and debate. Some news reports have indicated that, depending upon the location of the HSRTS, it may have a negative effect on some properties in the San Francisco Bay Area. Precisely what impact, if any, the proposed HSRTS system will have on the Property or Buyers is unknown either before, during or after construction and is subjective in nature. Brokers are not experts in this area and Buyers are advised to satisfy themselves with regard to this issue during their inspection contingency period, if any. The California High-Speed Rail Authority ("Authority") is responsible for planning, constructing and operating that HSRTS; Buyers can obtain more information at [www.cahighspeedrail.ca.gov](http://www.cahighspeedrail.ca.gov).

**61. INSURANCE:** Buyers should consult an insurance broker during Buyers' inspection period, if any, to determine the cost of homeowners' insurance, the types of available coverage and any restrictions that the carrier might impose. Some insurance companies may impose such retrofit requirements as installation of safety glass, fireplace spark arrestors, and a gas shut-off valve. (The fact that an insurance company may require these repairs as a pre-condition of coverage does not necessarily mean that a Seller is otherwise legally obligated to install such devices). Insurance coverage for certain high fire risk, hillside, oceanfront and brush properties may only be available from the California Fair Plan; coverage may be limited and the cost of this insurance may be increased. Buyer's own insurance agent should be consulted during Buyer's inspection contingency period, if any, regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing a California Fair Plan application. Flood insurance may also be required from the National Flood Insurance Program (see Paragraph 47). If the Property is a condominium or part of a common interest development, the Homeowners' Association may provide some insurance coverage for the common area and units, but the Homeowners' Association may not provide coverage for the individual units or the homeowners' personal belongings. Buyers should ask for a copy of the Homeowners' Association insurance certificate and provide that to their own insurance broker to ensure that adequate coverage is provided for. Buyers should also consider asking Sellers order a C.L.U.E. report, (a 5-year history of past insurance claims) on the Property. Some insurance companies at various times have stopped issuing homeowner's insurance policies in California as well as in other states as a result of the increase in mold claims. Some insurance companies will not issue a homeowner's policy on a home that has had any mold or water intrusion claims within the last five years. Obtaining homeowner's insurance may be difficult, if not more expensive, where either the Seller or the Buyer has made a mold or water intrusion claim within the last five years. During their inspection or insurance investigation, Buyers should assure themselves that homeowner's insurance can be obtained on the Property.

In the event that the Parties propose either that Seller retain possession of the Property after escrow closes (for any period of time), or that Buyer obtain possession prior to the Close of Escrow, the Parties should first consult with their insurance brokers to ascertain the availability of necessary insurance coverage.

**62. TITLE INSURANCE:** Buyers generally receive a Preliminary Report ("Prelim") from a title company as part of the Buyer's investigation of the Property. California law provides that a Prelim is only an offer of title insurance and is not a guarantee of title. The Prelim may not contain every item affecting title. Buyers should carefully review the Prelim and investigate all of the underlying documents that are referenced as policy "exceptions" or "exclusions". Although lenders must disclose that title insurance is optional, Brokers strongly encourage Buyers to purchase title insurance as recommended in the Mandatory Notice of California Civil Code Section 1057.6 which states, "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 maybe 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."

**63. HOME WARRANTY:** Buyers and Sellers can purchase home warranty plans that cover, both before and after close of escrow, various systems of the Property. Sellers can obtain coverage for the Property during the listing period. For an additional premium, upgraded policies providing additional coverage for, e.g., air conditioning, pool, spa, appliances, well and other features may be available. Home warranties do not cover every aspect of the Property and may not cover pre-existing conditions, upgrades for repairs required by state or federal laws. Buyers should review the availability of various home warranty plans during Buyers' inspection period, if any.

DocuSign Envelope ID: 1E416991-6C26-461F-AA21-76BD6B905EE1 : condominium or is located in either a planned unit development or common interest subdivision, there will probably be a Homeowners' Association ("HOA") as well as governing documents that pertain to the HOA, individual properties and the common area. HOA rules and regulations may limit Buyers' use and enjoyment of the Property. Failure to follow HOA rules and regulations may cause the HOA to impose fines, liens and take other legal action against a homeowner. HOA rules may include limitations on interior and exterior unit modifications including, but not limited to, design, landscaping, color choices, types of floor and wall materials, window coverings, installation of TV antennae, satellite dishes and fencing. HOAs often impose restrictions on the ability to rent the Property, use of guest, assigned or restricted parking, noise levels, use of pool, fitness equipment and other common area amenities. HOAs may also regulate visitor issues, conducting home businesses, use of storage facilities, number and size of pets, storing RVs, trailers, inoperative vehicles, vehicle maintenance activities, use and location of basketball hoops and other sports equipment, placement, size and purpose of signs and other activities and aspects of the Property.

Under California law, the Sellers must provide to Buyer a number of specific documents regarding the operation and financial condition of the HOA. Buyers should carefully examine all of these documents and compare the documents received with the list of required disclosures detailed on the PRDS Request for Homeowner Documents or the California Association of REALTORS® Homeowner Association Information Request forms. Sellers should order the required documents directly from the HOA (using one of the request forms above) rather than relying either on documents previously obtained by Sellers from on-line services or outdated documents from an earlier transaction. Sellers need to be aware that standard real estate contract forms require the Seller to produce "current" documents as of the date of the contract, such as the last 12 months of minutes, any notices, and changes in fees/assessments. If Buyers determine any HOA documents are missing, out of date or incomplete, Buyers should send a written request to Sellers asking for the missing documents or a written explanation as to why the documents were not provided.

Buyers should carefully review the HOA's financial condition, including current dues and assessments, as well as pending or contemplated increases. Buyers need to understand that upon becoming part of an HOA makes them financially liable for their proportional share of the HOA's Reserve Account (money set aside for the maintenance, repair, and replacement cost of all the physical components of the common area of the complex). Buyers should compare the amount of money actually set aside in reserve by the HOA versus the amount of money that should have been set aside in reserve. Buyers should retain the services of experts, such as attorneys, accountants or others who specialize in reviewing HOA documents, to determine the adequacy of the reserves and other financial issues relating to the association. Brokers have no expertise in this area.

Many smaller HOA's do not prepare or keep all documents required by the law, such as reserve studies, minutes of all meetings and financials and may not be operating in compliance with the law. As a result, Buyers may only receive a portion of the state-required documents, in which case Buyers must be aware that they are buying into an HOA without the benefit of the information those documents would provide. Buyers should retain the services of experts, such as attorneys, accountants or others who specialize in reviewing HOA documents to determine the adequacy of the reserves and whether or not the Property is suitable for the Buyers' intended uses.

Many common interest developments have been involved in, are presently involved in, or are contemplating litigation regarding the design, construction, maintenance and physical 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 seriously impact the adequacy of the HOA reserves as well as the amount of current or future HOA fees and special assessments. Litigation exists or may be under consideration by individual property owners against the developer, design professionals, contractors, and others regarding the design, construction, maintenance or physical condition of individual units or the Development. If the HOA has a history of litigation or is contemplating litigation, Buyers are advised to seek advice regarding these issues from a qualified real estate attorney during the Buyers' inspection period, if any. Brokers are not qualified to evaluate or investigate legal issues.

Sellers who have ever served on the HOA Board may have access to information and documentation that is not provided by the HOA or which is deemed "confidential" or protected by an "attorney client privilege." Sellers should consult with their own qualified California real estate attorneys to determine whether, and if so, how they will need to disclose such additional information; Brokers are not qualified to evaluate or investigate those legal issues

If the HOA provides assigned or allocated parking spaces, Buyers should investigate for themselves by actually parking in the assigned space whether or not the space is adequate for Buyers' vehicle. Actual assigned or allocated parking and storage spaces may be in conflict with the spaces described in a Condominium Map or in the Preliminary Report issued by a title company. Buyers should confirm that the parking and storage spaces that are actually being transferred to the Buyers are the same ones that are designated in the recorded documents and that those spaces are acceptable for the Buyers' intended needs and uses.

Effective January 1, 2017, owners of a single interest in a common interest development will be required to provide annual notification to the HOA of their contact information.

**65. PRIVATE TRANSFER FEE:** A private transfer fee ("PTF") is a payment required and imposed within CC&Rs or other recorded instruments and due upon transfer of title. Sellers must disclose the existence of any PTF, the amount of the fee required, a description of how the fee is calculated, the entity that is to be paid, the purposes for which the fee will be used, and the date or circumstances under which the obligation to pay the transfer fee expires, if any. Since Seller may not actually know whether the Property is subject to a PTF, Buyers should carefully examine any and all title documents to determine this issue.

**66. NON-CONFIDENTIALITY OF OFFERS:** Sellers or Sellers' representatives may not be legally obligated to treat the existence, terms or conditions of any Buyers' offer as confidential unless confidentiality is required by law, regulation, or a confidentiality agreement exists between the parties. Sellers and Buyers should carefully consider the relative need, value, advantage and disadvantage of requiring the execution of a confidentiality agreement as a precondition to submittal of an offer in consultation with a real estate attorney early enough in time for the attorney to prepare a satisfactory confidentiality agreement (if any) and for it to be delivered to Broker prior to presentation of Buyers' offer.



bles Buyers and Sellers to set a cap on the maximum amount of damages that Sellers may recover if Buyers breach the Purchase Contract. The liquidated damages clause in a real property purchase contract needs to be separately initialed by both Parties to be enforceable. For any deposits put into escrow after the initial deposit to be subject to the liquidated damages clause, there must be a separately signed or initialed agreement made at the time of the subsequent deposit. If the Property contains 1 to 4 residential units, one of which the Buyers intend to occupy, California Civil Code §1675 limits the amount of deposit that is subject to the liquidated damages clause to a maximum of 3% of the purchase price. Even if Buyers and Sellers agree to include liquidated damages in the Purchase Contract and there is a breach of contract by Buyers, the deposit will generally not be released by the escrow holder without mutually consistent written instructions from the Buyers and Sellers or a decision by a judge or arbitrator. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. California law prohibits including in the Purchase Contract any other type of remedy (such as a release or forfeiture of deposit or a non-refundable deposit) aside from the statutory liquidated damages clause for the Buyers' breach of contract. Brokers cannot give any legal advice about the issues in Paragraph 67 or determine who is entitled to receive the deposit. Any questions on these topics should be referred to a qualified California real estate attorney.

**68. MEDIATION:** Mediation is a form of dispute resolution which involves hiring a neutral third party (the "Mediator") to facilitate informal discussions and negotiations with the goal of reaching a settlement of the dispute; the Mediator does not determine who is right or who is wrong. The Parties involved in the mediation generally share in the cost of this confidential, non-binding process. If no settlement agreement is reached, either Party may pursue further legal action as provided in the Purchase Contract. A Party's failure or refusal to mediate before resorting to arbitration or judicial action may result in that Party losing the right to recover their attorney's fees even if he or she prevails. Which Parties should be involved in mediation and who should serve as the Mediator are issues that need to be determined by an attorney. Brokers are not qualified to represent Buyers or Sellers in resolving disputes through mediation since Brokers cannot give legal advice. Brokers are not obligated to mediate with the Parties.

**69. ARBITRATION:** Arbitration is a form of dispute resolution which involves hiring a neutral third party (the "Arbitrator") to render a formal decision on the claims and allegations and what damages, if any, shall be paid. Arbitration may be faster and less expensive than resolving disputes by litigation in court. The rules are usually less formal than in court; it is a private process that is not of public record. Arbitration is best handled by attorneys who understand real estate principals and the arbitration process issues. By agreeing to Arbitration, the Parties give up their rights to a jury trial and appeal. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts of the case. If Parties agree to arbitration, any dispute arising out of purchase and sale must (with some limited exceptions) be submitted to binding arbitration. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. The Purchase Contract does not obligate the Brokers to participate in arbitration even if Buyers and Sellers agree to use that forum; however, Broker may have the option to voluntarily agree to participate. Brokers cannot give legal advice regarding these matters.

**70. LEGAL ACTION:** Sellers should disclose to Buyers any known claim or legal action (litigation or arbitration) which affects the title or use of the Property, whether or not that claim or legal action is resolved. Buyers should consult with their attorney regarding the affect that any disclosed claim or legal action may have on the value, development, use and enjoyment of the Property.

### **REGIONAL ISSUES:**

**71. LITIGATION BY OR AGAINST A CITY, COUNTY OR GOVERNMENTAL AGENCY:** Buyers should investigate whether there is any pending litigation or administrative claim that may affect the value, development, use or enjoyment of the Property or impact the ability of the local community to provide necessary services. Buyers should check appropriate governmental websites.

**72. COASTAL CONDITIONS:** Property located near coast lines may be 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 impact the condition of the land as well as prematurely age structures and personal property items exposed to the elements. Coastal properties may be impacted by ocean tides, currents and tsunamis. Erosion, warping and cracking of surfaces, failed seals on dual-paned windows, loss of roof shingles, and water intrusion, among other problems, are not uncommon, and thus coastal properties require regular, thorough maintenance. Development, current and future use, maintenance, repair and remodeling of coastal properties may be regulated by the California Coastal Commission and other governmental agencies (see Paragraph 35 above). Buyers should investigate these conditions and restrictions as well as the cost of increased maintenance and repairs that may be needed. The foghorn located at the El Granada breakwater is audible at times and at various sound levels in adjacent coastal communities, depending upon weather conditions and proximity. California Emergency Management Agency ("Cal EMA") and the California Geological Survey ("CGS") have released California Tsunami Inundation Maps covering areas along about 50% of the state's coastline, and including 100% of the San Francisco Bay Area. Buyers should investigate local emergency preparedness and potential tsunami hazards by going to the following websites: [www.myhazards.calema.ca.gov](http://www.myhazards.calema.ca.gov) and [www.consrv.ca.gov/cgs](http://www.consrv.ca.gov/cgs).

**73. 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 size and location of structures and impose other requirements and restrictions on property owners. Buyers of such property should contact BCDC at (415) 352-3600 for additional information.

**74. BAY FILL:** Some properties that are built on bay-fill have experienced salt leaching from the soil into and through concrete causing corrosion to the iron rebar in the foundations. Buyers of property built on bay-fill should investigate this issue with qualified professionals.

DocuSign Envelope ID: 1E416991-6C26-461F-AA21-76BD6B905EE1 ally produce dust, noise and odors and utilize airborne fertilizers and pest control products which, depending on weather and other conditions, proximity and manner of application, may affect the environment and surrounding residential areas.

**76. GOLF COURSES:** There are several golf courses in San Mateo and Santa Clara Counties. Property located near a golf course may be affected by errant golf balls, noise, lighting or other problems that Buyers should investigate.

**77. "LOCAL OPTION" DISCLOSURES:** Cities and counties can enact "Local Option" disclosures, which require Sellers to disclose issues of local concern on a specifically required Disclosure Form. The Cities of Pacifica, Millbrae, South San Francisco and San Bruno have enacted ordinances requiring separate disclosures about noise generated by airports and aircraft. Sellers in the unincorporated areas of Santa Clara County are required to disclose specific information about that County's "right-to-farm" ordinance, the private well inspection disclosure ordinance, whether or not the Property is subject to a contract pursuant to the California Land Conservation Act of 1965 ("Williamson Act"), and whether the Property is subject to an open space easement agreement. Although Brokers may provide the Local Option Disclosure form to Sellers and Buyers, only the Seller is to complete the questions contained in that form.

**78. MANDATED/AFFORDABLE HOUSING:** Many cities are studying how to add units and "affordable housing" within their jurisdictions so as to comply with legal requirements, some are in litigation relating to affordable housing issues, and others have already implemented affordable housing plans. For more information about what any particular city is doing in regard to this topic, go to that city's website (the sites for cities in San Mateo and Santa Clara County are listed on the last page of this Advisory).

**79. SIGNAGE & ADDRESS IDENTIFICATION ORDINANCES:** Many cities regulate the type and size of "For Sale" and other signs that may be located on private property and public property. The visibility, size and type of residential house numbers are also subject to various local regulations. In some cities, residential addresses must be illuminated.

### **LOCAL SAN MATEO COUNTY ISSUES**

**80. SAN MATEO COUNTY ONSITE WASTEWATER ORDINANCE:** All new residential or commercial facilities that are unable to connect to a sewer line must install an Onsite Wastewater Treatment System ("OWTS"), depending on the size of the property and where it is located (e.g., Half Moon Bay, Portola Valley, Woodside and unincorporated areas of San Mateo County). For a new septic system, a site exam and soil percolation test must be completed prior to submission of a septic installation permit application. A remodel of properties serviced by existing OWTS may require an upgrade of the OWTS and additional plans or testing may be necessary. Existing septic tanks must be serviced by a certified septic pumping company that must provide the County with a copy of the written report regarding the condition of the septic tank within 30 days of pumping. If there are deficiencies noted in the OWTS, the County Environmental Health Department will notify the owner in writing of the needed corrections and the homeowner will then have 60 days to make the repairs. Securing septic inspection report is not a condition of sale unless Buyer and Seller agree in writing to conduct that inspection. Any resulting report must be provided to the County. Brokers cannot determine the impact or applicability of this ordinance; Buyers and Sellers should investigate this issue by going to the following website: [www.smchealth.org/landuse](http://www.smchealth.org/landuse).

**81. BELMONT:** The City of Belmont requires that Buyers receive a written notice that property owners are responsible for sewer lateral repair and maintenance obligations. For more information go to [www.belmont.gov/home/showdocument?id=1606](http://www.belmont.gov/home/showdocument?id=1606)

**82. DALY CITY 3R REPORT:** Daly City requires sellers of residential property of 1 to 3 units to obtain a report of the residential building record ("3-R Report"), which must be provided to Buyers. The 3-R Report is prepared by the Daly City Building Division from its historical records only and is not based upon an actual inspection of the Property. The information in the 3-R Report may not be accurate or complete for various reasons. Although most of the City's records are computerized, many records were originally handwritten and incomplete. It is possible that errors could have occurred when the information was transferred from the original documents, and these errors might be repeated in subsequent 3-R Reports. However, the 3-R Report does contain useful information.

Buyers of residential property of 1 to 3 units in Daly City should not rely solely on the permit information contained in 3-R Reports. Some properties may have rooms, additions, structures or decks where there is no record of a permit ever having been issued for their construction. Such improvements may or may not have been built with a permit or officially finalized. If an improvement was constructed without all necessary permits or not in compliance with building codes, the City may require the owner to remove it or legalize it at substantial cost. Buyers should independently confirm the information contained in a 3-R Report during their inspection period, if any, and should engage the services of a qualified contractor, architect or other professionals to verify its information. For additional information or to request a 3-R Report, contact the Daly City Building Division, 333 90th Street, Daly City, California 94015-1895; Telephone (650) 991-8061.

**83. HALF MOON BAY:** The City of Half Moon Bay settled a law suit resulting in the issuance of city bonds; the City will be using insurance proceeds to pay down its debt. Buyer should investigate whether this latest fiscal decision impacts the ability of Half Moon Bay to provide necessary services. For additional information, go to [www.hmbcity.com](http://www.hmbcity.com).

**84. HILLSBOROUGH ORDINANCES:** The Town of Hillsborough Municipal Code requires Sellers of real property to provide buyers with a Statement of Compliance regarding proper installation of spark arresters, smoke alarms and address number visibility by means of illuminated numbers. Buyers of property located in Hillsborough should not close escrow without receiving the Seller's Statement of Compliance form.

The Town of Hillsborough Municipal Code 5.12.050 requires the issuance of a permit for possession and use of home alarm systems. These permits cannot be assigned to the Buyer as part of the sale of residential property. Buyers who are acquiring property in Hillsborough which is already equipped with a home alarm system or who intend to install a home alarm system must secure a new permit. Permit applications can be obtained at the Hillsborough Town Hall at 1600 Floribunda Avenue. For more information about the home alarm permit requirements and other requirements for property located in Hillsborough, go to the following website: [www.hillsborough.net](http://www.hillsborough.net).

**SS NUMBER ORDINANCES:** The Millbrae Municipal Code requires that, in addition to complying with the State of California Smoke Detector law, fire sprinklers must be installed in the garage of any building or structure, including one or two family properties. This requirement is triggered when any addition, alteration or repair of the structure or building (with the exception of repairs to the exterior only) requiring a building permit is undertaken and the cost estimate exceeds \$1,000.

The Millbrae Municipal Code also requires that all building addresses must be visible and legible from the street or road in front of the property and the addresses must be either internally or externally illuminated.

**86. PORTOLA VALLEY RESIDENTIAL DATA REPORT AND HISTORIC PRESERVATION:** The Town of Portola Valley requires sellers to provide buyers with a Residential Data Report from the Town listing the regularly authorized use, occupancy and zoning classification of the property. The information in the Residential Data Report is from historical records only and is not based upon an actual inspection of the property. The Residential Data Report may not be accurate or complete for various reasons. It is possible that errors could have occurred when the information was transferred from the original documents and these errors might be repeated in subsequent reports. However, these reports contain useful information regarding the permits that are of record with the Town. Buyers should independently confirm the information in the Residential Data Report during their inspection period, if any, including engaging the services of a qualified contractor, architect or other construction professional to verify the information in the Residential Data Report. For additional information or to request a Residential Data Report, go to the Town of Portola Valley's offices located at 765 Portola Road, Portola Valley, California 94028. For additional information, call (650) 851-1701. See also Paragraphs 27 and 28 of this Advisory.

**87. REDWOOD SHORES:** Redwood Shores is a master-planned community. Property located in Redwood Shores may be subject to multiple homeowners' associations. For more information about Redwood Shores, contact the managing agent for the Redwood Shores Owners' Association at the Manor Association (650) 637-1616 or go to the following website: [www.RSOA.info](http://www.RSOA.info). The Redwood Shores Community Association is a social and community advocacy organization which can be contacted at the following website: [www.RSCA.org](http://www.RSCA.org).

**88. SAN MATEO CITY SUPPLEMENTAL FLOOD ZONE DISCLOSURE:** The Federal Emergency Management Agency ("FEMA") has been investigating the possibility of expanding the flood hazard area designations for the City of San Mateo. . On July 13, 2009, the City Council for the City of San Mateo approved the formation of the South Bayfront Flood Control Facilities Assessment District to create a funding source for improvement of the City's levees. Buyer is advised to investigate this issue with the City of San Mateo, a third-party provider of Natural Hazard Disclosure Statements and their own insurance broker to determine the possible ramifications of expanding the flood designation on the value, use and enjoyment of the Property. For questions or concerns related to the South Bayfront Flood Control Facilities Assessment District, flood insurance, any FEMA related topics, and any other regulations which might impact property located in the City of San Mateo, contact the City Offices at (650) 522-7327 or go to the following website: [www.cityofsanmateo.org](http://www.cityofsanmateo.org).

#### **LOCAL SANTA CLARA COUNTY ISSUES**

**89. ALDERCROFT HEIGHTS COUNTY WATER DISTRICT ("AHCWD"):** AHCWD is a California Special District that provides water services in the Aldercroft Heights neighborhood of the Santa Cruz Mountains. Sellers are responsible for contacting the AHCWD's Business Office so that a final meter reading can be taken and a transfer fee is collected in escrow. To initiate water service, the Buyer must also contact the AHCWD's Business Office and all past due water service charges must be made current as a condition of receiving water service. Brokers have not determined and will not determine applicable charges. Buyers and Sellers should investigate this issue by calling (408) 353-4255 or going to the following website: [www.aldercroftheightscwd.org](http://www.aldercroftheightscwd.org).

**90. MORGAN HILL:** The Santa Clara Valley Water District intends to drain Lake Anderson as part of its plan to rebuild Anderson Dam in 2016; the project will take approximately 3 years to complete. It is unknown what impact, if any, the retrofit project will have on the development, condition, use, and enjoyment of surrounding homes. Buyers are encouraged to investigate this project by contacting the Water District at [www.valleywater.org](http://www.valleywater.org).

**91. LOS ALTOS HILLS:** The Town of Los Altos Hills has established standards for roads and has compiled a list of private streets. Private streets can be converted to public streets under specified conditions. Buyers should investigate to determine if any given street is public or private or whether any given private street can be dedicated to the Town. For information about this or any other issues affecting property in the Town of Los Altos Hills, go to the following website: [www.losaltoshills.ca.gov](http://www.losaltoshills.ca.gov).

**92. SARATOGA:** The City of Saratoga has enacted an ordinance which may require an occupancy inspection upon transfer of title on properties other than single family residences. For information about this or any other issues affecting property in Saratoga, go to the following website: [www.saratoga.ca.us/](http://www.saratoga.ca.us/)

**93. SUNNYVALE:** The City of Sunnyvale has enacted an ordinance which requires storm water run-off management by owners of certain types of buildings. This ordinance may impact some common interest developments which may trigger a point-of-sale disclosure by the Homeowners' Association. Sellers and Buyers should investigate whether or not the ordinance is applicable and its impact, if any, on the Property. For further information go to: [Sunnyvale.ca.gov](http://Sunnyvale.ca.gov).

**MUNICIPAL WEBSITES**

County and municipal websites can be a useful source of information about their communities including, but not limited to, representatives, services, ordinances, demographics and local news. These websites may also have links to other resources such as other governmental agencies, non-profit community based organizations, and for-profit entities. While these links are provided for your convenience in accessing the information you seek, this Advisory does not warrant or guarantee the accuracy of the information provided by these sites and resources.

**COUNTY OF SAN MATEO:** <http://www.co.sanmateo.ca.us/>

**COUNTY OF SANTA CLARA:** <http://www.sccgov.org>

**CITIES AND TOWNS WITHIN SAN MATEO COUNTY:**

**CITIES AND TOWNS WITHIN SANTA CLARA COUNTY:**

- Town of Atherton: <http://www.ci.atherton.ca.us/>
- City of Belmont: <http://www.belmont.gov/>
- City of Brisbane: <http://www.ci.brisbane.ca.us/>
- Township of Broadmoor: website unknown
- City of Burlingame: <http://www.burlingame.org/>
- Town of Colma: <http://www.colma.ca.gov/>
- City of Daly City: <http://www.dalycity.org/>
- City of East Palo Alto: <http://www.ci.east-palo-alto.ca.us>
- City of Foster City: <http://www.fostercity.org/>
- City of Half Moon Bay: <http://ci.half-moon-bay.ca.us/>
- Town of Hillsborough: <http://www.hillsborough.net/>
- City of Menlo Park: <http://www.ci.menlo-park.ca.us/>
- City of Millbrae: <http://www.ci.millbrae.ca.us/>
- City of Pacifica: <http://www.cityofpaciica.org/>
- Town of Portola Valley: <http://www.portolavalley.net/>
- City of Redwood City: <http://www.ci.redwood-city.ca.us/>
- City of San Bruno: <http://sanbruno.ca.gov/>
- City of San Carlos: <http://www.cityofsancarlos.org/>
- City of San Mateo: <http://www.ci.sanmateo.ca.us/>
- City of S. San Francisco: <http://www.ci.ssf.ca.us/>
- Town of Woodside: <http://www.woodsidesetown.org/>

- City of Campbell: <http://www.ci.campbell.ca.us/>
- City of Cupertino: <http://www.cupertino.org/>
- City of Gilroy: <http://www.cityofgilroy.org/cityofgilroy/>
- City of Los Altos: <http://www.ci.los-altos.ca.us/>
- Town of Los Altos Hills: <http://www.losaltoshills.ca.gov/>
- Town of Los Gatos: <http://www.town.los-gatos.ca.us/>
- City of Milpitas: <http://www.ci.milpitas.ca.gov/>
- City of Monte Sereno: <http://www.montesereno.org/>
- City of Morgan Hill: <http://www.morgan-hill.ca.gov/>
- City of Mountain View: <http://www.ci.mtnview.ca.us/>
- City of Palo Alto: <http://www.cityofpaloalto.org/>
- City of San Jose: <http://www.sanjoseca.gov/>
- City of Santa Clara: <http://santaclaraca.gov/>
- City of Saratoga: <http://www.saratoga.ca.us/>
- City of Sunnyvale: <http://www.sunnyvale.ca.gov/>

**ELECTRONIC SIGNATURES**

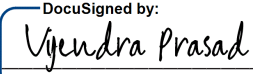
You may be able to sign transaction documents electronically making it possible to skip from one signature line to the next and thus easier to ignore the terms and conditions to which a signature or initial applies. If you choose to sign documents electronically be certain to take your time to read each document thoroughly and only sign or initial those documents that you with full knowledge and consent intend to sign.

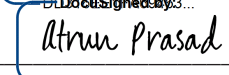
**SELLERS AND BUYERS ACKNOWLEDGE THE FOLLOWING REGARDING BROKERS:**

1. Brokers do not warrant or guarantee the condition of the Property and shall not be responsible for any undisclosed facts regarding the condition of the Property;
2. Brokers have no duty to inspect and will not inspect (a) any areas of the Property that are not reasonably and normally accessible to Broker; (b) any areas that are located offsite of the Property, (c) common areas, (d) public records or permits of any kind regarding the state of title or the use of the Property, or (e) any matter affecting or relating to the Property that is described in this Advisory;
3. Brokers have not verified and will not verify square footage or size of structures or land, boundary lines of the Property, statements made by others (including but not limited to Sellers), information contained in inspection reports, the MLS, or in advertisements, flyers or other promotional material, or any other matters described in this Advisory, unless otherwise agreed in writing;
4. Brokers do not guarantee and shall not be responsible for the labor or services or products provided by others to or on behalf of Buyers and/or Sellers and do not guarantee and shall not be responsible for the quality, adequacy, completeness or code compliance of repairs made by Sellers or by others. Sellers and Buyers may select any professionals that they choose to retain; and
5. Brokers are not qualified to give legal, tax, insurance or title advice; therefore, Sellers and Buyers should consult the appropriate professionals for such advice.

This document may be signed in counterparts.

**BY SIGNING BELOW, BUYERS AND SELLERS ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND, AND HAVE RECEIVED A COPY OF THIS 17 PAGE ADVISORY.**

DATE: 9/14/2017 SELLER  DocuSigned by: Vijendra Prasad

DATE: 9/14/2017 SELLER  DocuSigned by: Arun Prasad  
DD316EE1FA69463...

DATE: \_\_\_\_\_ BUYER \_\_\_\_\_

DATE: \_\_\_\_\_ BUYER \_\_\_\_\_



# WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE

(C.A.R. Form WCMD, 12/16)

Property Address: 111 Elmwood Court, San Bruno, CA 94066

## 1. WATER-CONSERVING PLUMBING FIXTURES

### A. INSTALLATION:

**(1) Requirements:** (a) Single-Family Properties. California law (Civil Code §1101.4) requires all single-family residences built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2017. (b) Multifamily and Commercial Properties. Civil Code §1101.5 requires all multifamily residential and commercial properties built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2019. Additionally, on and after January 1, 2014, a multifamily residential and commercial property 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 if the alteration or improvement increases floor area space by more than 10 percent, or has a cost greater than \$150,000, or for any room in a building which requires a building permit.

**(2) Exceptions:** These requirements do not apply to (i) registered historical sites, (ii) real property for which a licensed plumber certified that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or (iii) a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or county that has adopted a retrofit requirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)

**B. Disclosure of Water-Conserving Plumbing Fixtures:** Although the installation of water-conserving plumbing fixtures is not a point of sale requirement, California Civil Code §§1101.4 (single family properties beginning 2017) and 1101.5 (multifamily and commercial properties beginning 2019) require the seller to disclose to the buyer the requirements concerning water-conserving plumbing fixtures and whether the property contains any noncompliant water fixtures.

**C. Noncompliant Water Fixtures:** Noncompliant water fixtures are any of the following: (i) any toilet manufactured to use more than 1.6 gallons of water per flush, (ii) any urinal manufactured to use more than one gallon of water per flush, (iii) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, (iv) any interior faucet that emits more than 2.2 gallons of water per minute. (Civil Code §1101.3.) Buyer and Seller are each advised to consult with their own home inspector or contractor to determine if any water fixture is noncompliant.

## 2. CARBON MONOXIDE DETECTORS:

### A. INSTALLATION:

**(1). Requirements:** California law (Health and Safety Code §§13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.

**(2). Exceptions:** The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are **no other owner exemptions** from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.

**B. DISCLOSURE OF CARBON MONOXIDE DETECTORS:** The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobile home Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.

Buyer/Tenant Initials ( ) ( )

Seller/Landlord Initials ( ) ( )

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WCMD 12/16 (PAGE 1 OF 2)

### WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE (WCMD PAGE 1 OF 2)

Property Address: 111 Elmwood Court, San Bruno, CA 94066

**C. COMPLIANCE WITH INSTALLATION REQUIREMENT:** State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but additional or different requirements may apply depending on local building standards and manufacturer instructions. An owner who fails to install a carbon monoxide detector when required by law and continues to fail to install the detector after being given notice by a governmental agency could be liable for a fine of up to \$200 for each violation. A transfer of a property where a seller, as an owner, has not installed carbon monoxide detectors, when required to do so by law, will not be invalidated, but the seller/owner could be subject to damages of up to \$100, plus court costs and attorney fees. Buyer and Seller are each advised to consult with their own home inspector, contractor or building department to determine the exact location for installation of carbon monoxide detectors. Buyer is advised to consult with a professional of Buyer's choosing to determine whether the property has carbon monoxide detector(s) installed as required by law, and if not to discuss with their counsel the potential consequences.

**3. LOCAL REQUIREMENTS:** Some localities maintain their own retrofit or point of sale requirements which may include the requirement that water-conserving plumbing fixtures and/or a carbon monoxide detector be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding point of sale or retrofit requirements when transferring property.

The undersigned hereby acknowledge(s) receipt of a copy of this Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice.

**Seller/Landlord** *Vijendra Prasad* DocuSigned by: DD316EE1FA69463... **Vijendra Prasad** **Date** 9/14/2017  
(Signature) (Print Name)

**Seller/Landlord** *Atrun Prasad* DocuSigned by: DD316EE1FA69463... **Atrun Prasad** **Date** 9/14/2017  
(Signature) (Print Name)

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

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

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





**WIRE FRAUD ADVISORY**  
(C.A.R. Form WFA, 6/16)

Property Address: 111 Elmwood Court, San Bruno, CA 94066 ("Property").

**WIRE FRAUD ADVISORY:**

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring funds is a welcome convenience, buyers and sellers need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring instructions. In those cases, the buyers called the number provided, to confirm the instructions, and then unwittingly authorized a transfer to somewhere other than escrow. Sellers have also had their sales proceeds taken through similar schemes.

**ACCORDINGLY, BUYERS AND SELLERS ARE ADVISED:**

- 1. Obtain the phone number of the Escrow Officer at the beginning of the transaction.**
- 2. DO NOT EVER WIRE FUNDS PRIOR TO CALLING YOUR ESCROW OFFICER TO CONFIRM WIRE INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number included in the emailed wire transfer instructions.**
- 3. Orally confirm the wire transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
- 4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer.**
- 5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you believe you have received questionable or suspicious wire instructions, immediately notify your bank, the Escrow Holder and your real estate agent. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

**By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud Advisory.**

Buyer	_____	Date	_____
Buyer	_____	Date	<del>9/14/2017</del>
Seller	 DocuSigned by: Vijendra Prasad	<b>Vijendra Prasad</b>	Date
Seller	 DocuSigned by: Atrun Prasad	<b>Atrun Prasad</b>	Date
			9/14/2017

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**WFA 6/16 (PAGE 1 OF 1)**

**WIRE FRAUD ADVISORY (WFA PAGE 1 OF 1)**

**LOCAL OPTION**

**REAL ESTATE TRANSFER DISCLOSURE STATEMENT  
REGARDING AIRPORT NOISE, FOR THE CITIES OF PACIFICA, SOUTH SAN FRANCISCO,  
SAN BRUNO, and MILLBRAE**

**THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF San Bruno, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS 111 Elmwood. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH ORDINANCE NO. \_\_\_\_\_ OF THE \_\_\_\_\_ CITY OR COUNTY CODE AS OF \_\_\_\_\_, \_\_\_\_\_. 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.  
SELLERS 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) AS REQUIRED BY THE CITY OF San Bruno or COUNTY OF SAN MATEO 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.**

1. San Francisco International Airport is the fifth largest airport by volume in the United States and the seventh largest by volume in the world.
2. The property is subject to noise from aircraft overflight.
- 3A. Per Pacifica Ordinance No. 619-C.S., at its closest point is located 2.5 miles from San Francisco International Airport and its closest point, the 1983 CNEL contour area is 4.1 miles from San Francisco International Airport.
- 3B. Per South San Francisco Ordinance No. 1289-2001 San Francisco International Airport is within 3.75 miles of all residential property in South San Francisco.
- 3C. Per San Bruno Ordinance No. 1646, at their closest point, dwelling units in the City of San Bruno are located approximately 0.25 miles from the San Francisco International Airport's outer perimeter of its developed area. At their farthest point, dwelling units within San Bruno are located approximately 4.0 miles from the San Francisco International Airport's outer perimeter of its developed area.
4. After January 1, 1993, if the subject property is constructed or reconstructed after its total or partial destruction, or if it is reconstructed or renovated at a cost equal to 25% or more of the current market value of the home, it must be insulated against aircraft noise to meet FAA noise insulation program standards, as required by amendments to the local building codes.



- 5. If the subject property has already received noise insulation pursuant to the FAA Noise Insulation Program, the owner may not deliberately or willfully act to reduce or destroy the effectiveness of the noise mitigation measures.
- 6. The attached maps for each above mentioned city outline the 1983 65 CNEL Noise Contour. The city ordinances require that these specific maps are made part of the disclosure. Additional information may be obtained from resources including, but not limited to the following Aircraft Noise Insulation offices:

City of Pacifica Aircraft Noise Insulation Office: 170 Santa Maria Avenue, Pacifica, CA, 94044, (650) 738-7341

City of San Bruno Aircraft Noise Insulation Project: 881 W. San Bruno Avenue, San Bruno, CA, 94066, (650) 877-8689

City of South San Francisco Aircraft Noise Insulation Project: 2850 Galway, South San Francisco, CA, 94080, (650) 877-8600

County of San Mateo Aircraft Noise Insulation Office: 455 County Center, Second Floor, Redwood City, CA, 94063, (650) 363-4417

The San Francisco International Airport's website [www.flyquietsfo.com](http://www.flyquietsfo.com) will allow you to locate your property relative to the 65 CNEL Noise Contour.

- If this box is checked, the subject property falls within the Aircraft Noise Footprint based on the FAA 1983 CNEL Noise Exposure Map.

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.

DocuSigned by: \_\_\_\_\_ 9/14/2017  
 Seller Vijendra Prasad Date \_\_\_\_\_  
 DocuSigned by: \_\_\_\_\_  
 Seller Arun Prasad Date 9/14/2017  
 DD316EE1FA69463...

II.

**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.

DocuSigned by: \_\_\_\_\_  
 Seller Vijendra Prasad Date 9/14/2017 Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 DocuSigned by: \_\_\_\_\_  
 Seller Arun Prasad Date 9/14/2017 Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 DD316EE1FA69463...  
 Agent (Broker Representing Seller) \_\_\_\_\_ By [Signature] Date 9/14/2017  
 (Associate Licensee or Broker-Signature)  
 Agent (Broker Obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
 (Associate Licensee or Broker-Signature)

**A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.**

10-18-200 11:29AM FROM

P. 4

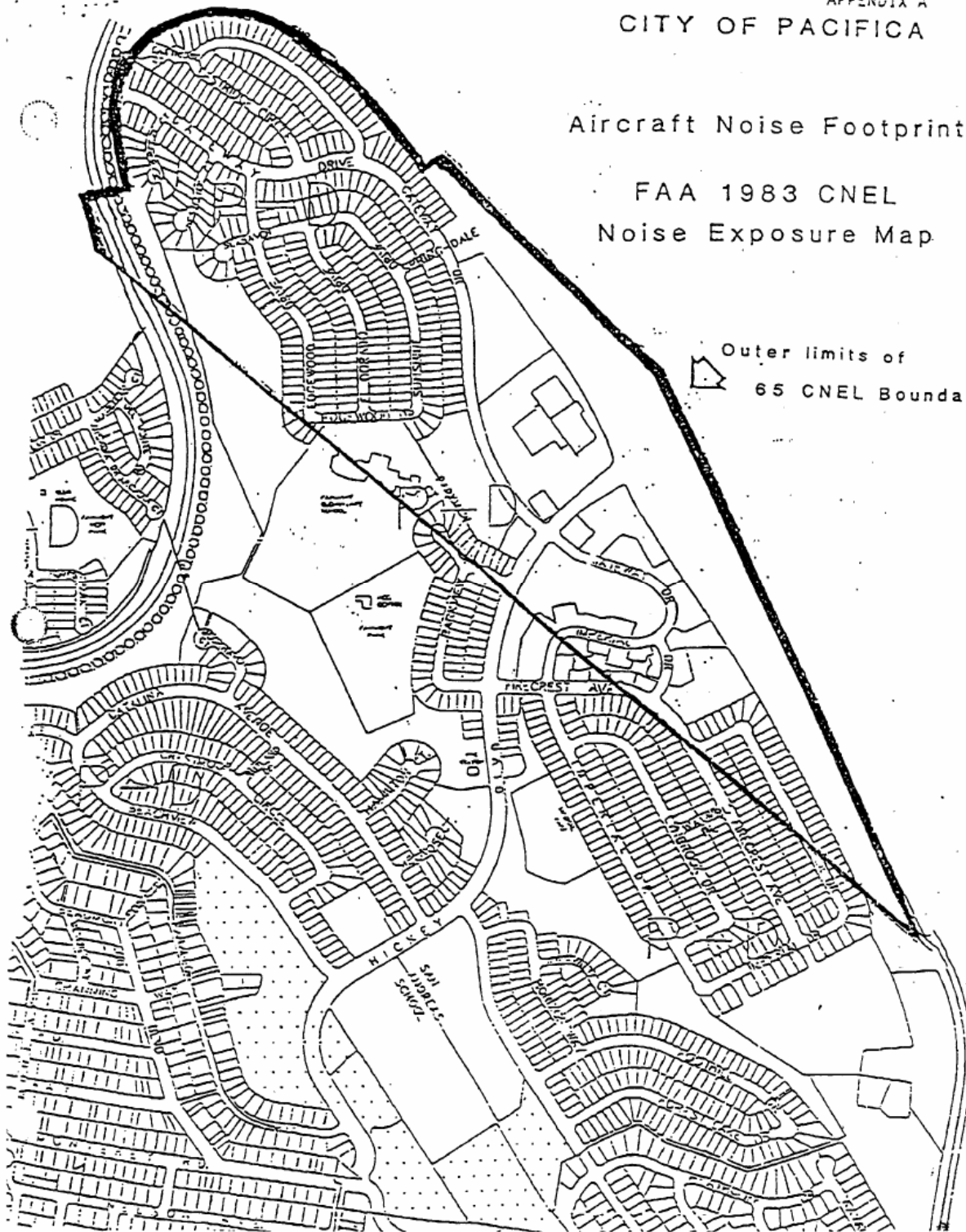
APPENDIX A

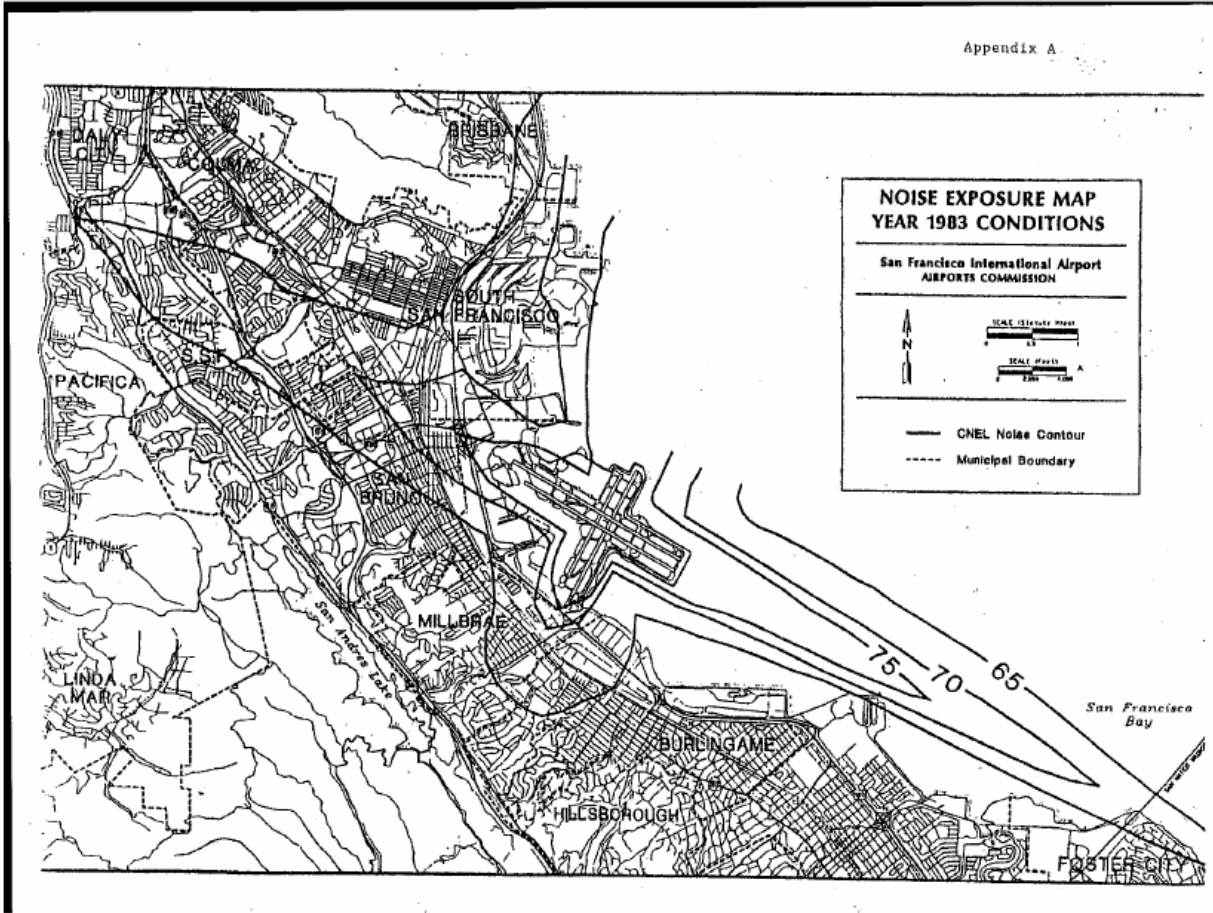
# CITY OF PACIFICA

## Aircraft Noise Footprint

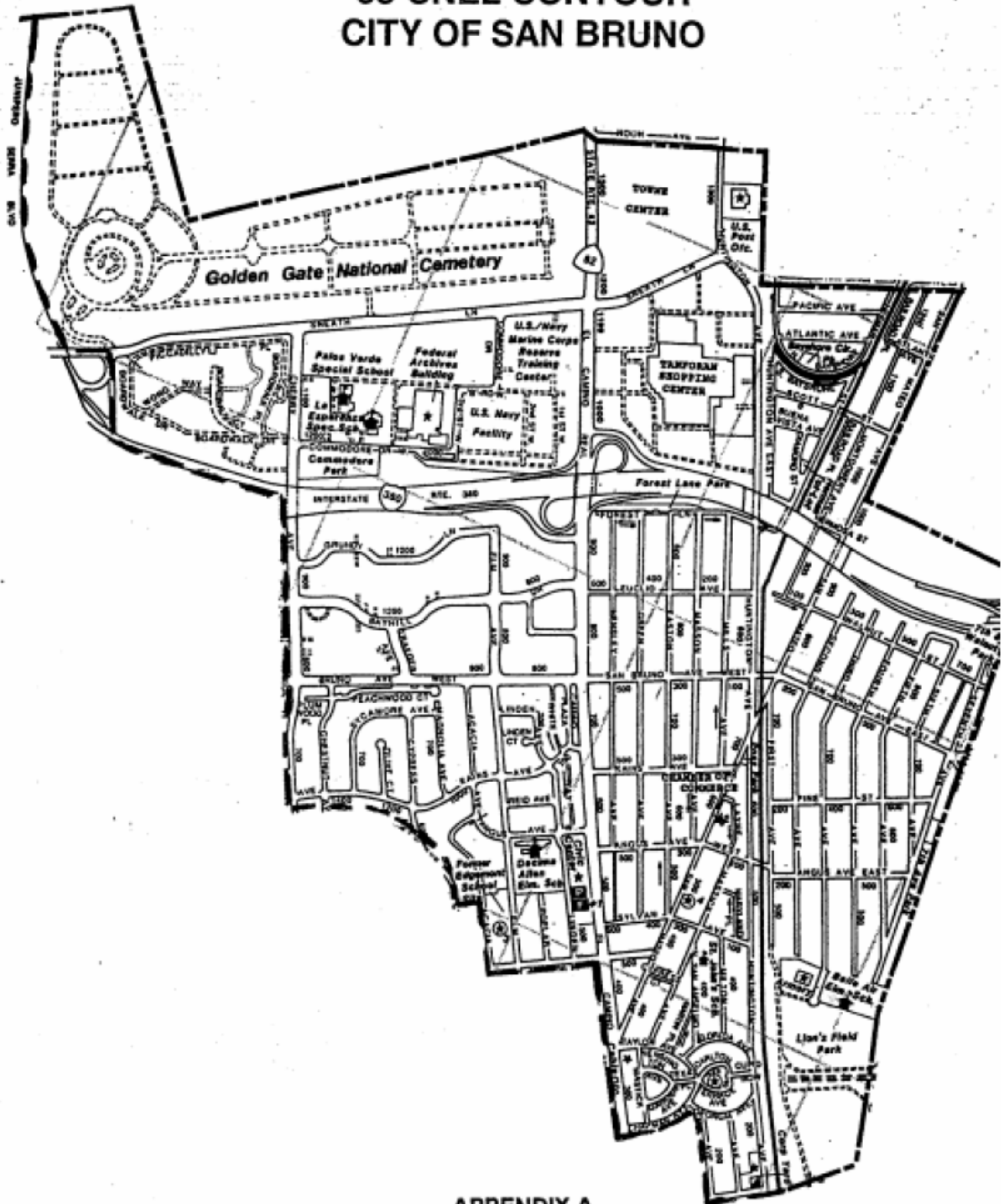
### FAA 1983 CNEL Noise Exposure Map

Outer limits of  
65 CNEL Bounda





# FAA 1983 NOISE EXPOSURE MAP AREA 65 CNEL CONTOUR CITY OF SAN BRUNO



APPENDIX A  
ORDINANCE 1646



## CITY OF MILLBRAE

### REAL ESTATE TRANSFER NOISE DISCLOSURE OF AIRPORT NOISE (Ordinance No. 667)

#### FACT SHEET

The City of Millbrae, together with other cities in San Mateo County, entered into a Memorandum of Understanding (MOU) with the San Francisco International Airport to address numerous issues related to the Airport's Expansion Project.

This MOU requires that each city signator to the Agreement who had applied for noise insulation funds adopt an ordinance requiring certain real estate disclosure requirements in connection with the transfer of residential property.

**For property located in the City of Millbrae, the following information is required to be disclosed in connection with sales of residential dwellings:**

1. The City of Millbrae is immediately adjacent to the San Francisco International Airport.
2. The San Francisco International Airport is the fifth largest airport by volume in the United States and the seventh largest by volume in the world.
3. The property is subject to noise from aircraft.

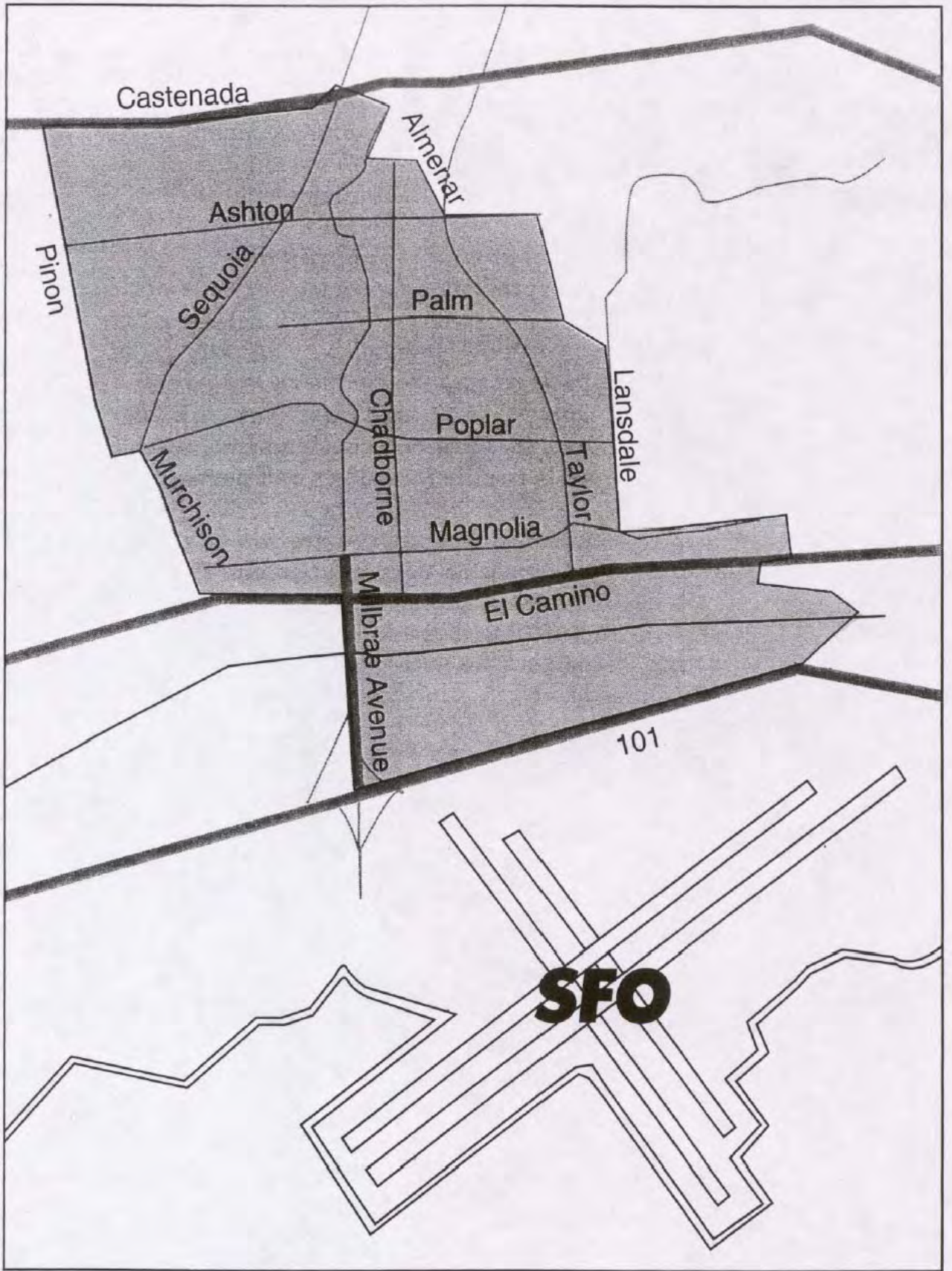
**For property located within the 65 CNEL Aircraft Noise Footprint based upon the Federal Aviation Administration (FAA) 1983 CNEL Noise Exposure Map, the following disclosures shall be made in connection with sales of residential dwellings:**

1. The property is located within the 65 CNEL Aircraft Noise Footprint of the 1983 FAA CNEL Noise Exposure Map for Millbrae, California.
2. If the property is constructed after January 1, 1983, or is renovated at a cost equal to 25% or more of the current market value of the home, it must be insulated against aircraft noise to meet FAA noise insulation program standards.

Real Estate Transfer Noise Disclosures of Airport Noise  
Ordinance No. 667  
Fact Sheet  
Page Two

Almenar 805 - 870	Laurel 30 - 461
Ashton 5 - 451	Lerida 94
S. Ashton 89 - 329	Lewis 15 - 291
Aviador 191 - 356	Magnolia 180 - 490
Barclay 201 - 273	S. Magnolia 10 - 15
Beverly 211 - 330	Marcella 210 - 391
Broadway 10 - 460	Mateo 9 - 72
S. Broadway 5 - 25	Millbrae 210 - 391
Castenada 200 - 370 (even numbers only)	Nadina 406 - 451
Cedar 306 - 326	Palm 300 - 362
Chadbourne 60 - 1101	Pine 300 - 341
Corte Ana 3 - 14	Pinon 801 - 875
Corte Comoda 3 - 14	Poplar 65 - 431
Cuardo 234 - 343	Roblar 300 - 308
El Camino Real 219 - 381	San Jose 301 - 345
El Paseo 120 - 398	San Pablo 336 - 349
Elder 12 - 435	Santa Paula 304 - 352
Hawthorne 800 - 856	Sequoia 601 - 1034
Hazel 4 - 560	Silva 11 - 65
Hemlock 705 - 1007	Spruce 1 - 85
Hermosa 42 - 60	Taylor 200 - 871
Hillcrest 104 - 881	Victoria 10 - 222
La Cruz 1 - 289	Willow 2 - 270
Lansdale 301 - 311	

The above listed homes are in the area depicted in the map below.



**NOISE INSULATION PROGRAM CONTACT NUMBERS**

**County of San Mateo**

*David F. Carbone*

Senior Planner/Program Coordinator Planning and Building Division

455 County Center, Second Floor

Redwood, City, CA 94063

TEL: 650.363.4417

FAX: 650.363.4849

Email: dcarbone@co.sanmateo.ca.us

**Daly City**

*Debbie Baioni*

Aircraft Noise Soundproofing Office

333 90th Street

Daly City, CA 94015

650.991.8279

**Pacifica**

*Anna Wlasiuk*

Aircraft Noise Insulation Office

170 Santa Maria Avenue

Pacifica, CA 94044

650.738.7341

**San Bruno**

*Maria Apodaca*

Noise Insulation Demonstration House

567 El Camino Real

San Bruno, CA 94066

650.877.8689

**South San Francisco**

*Jeff Baca*

2850 Galway

South San Francisco, CA 94080

650.877.8600



**BUYER'S INSPECTION ELECTIONS**  
(C.A.R. Form BIE, REVISED 11/13)

Property Address: 111 Elmwood Court, San Bruno, CA 94066 ("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  | <b>GENERAL HOME INSPECTION</b>  | 20. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>TREE/ARBORIST</b>                      |
| 2. <input type="checkbox"/> Yes <input type="checkbox"/> No  | <b>WOOD DESTROYING PESTS</b>    | 21. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>WELL</b>                               |
| 3. <input type="checkbox"/> Yes <input type="checkbox"/> No  | <b>CHIMNEY</b>                  | 22. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>WATER SYSTEMS AND COMPONENTS</b>       |
| 4. <input type="checkbox"/> Yes <input type="checkbox"/> No  | <b>ELECTRICAL</b>               | 23. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>RADON GAS</b>                          |
| 5. <input type="checkbox"/> Yes <input type="checkbox"/> No  | <b>HEATING/AIR CONDITIONING</b> | 24. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>FORMALDEHYDE</b>                       |
| 6. <input type="checkbox"/> Yes <input type="checkbox"/> No  | <b>LEAD PAINT</b>               | 25. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>ASBESTOS</b>                           |
| 7. <input type="checkbox"/> Yes <input type="checkbox"/> No  | <b>PLUMBING</b>                 | 26. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>METHANE GAS</b>                        |
| 8. <input type="checkbox"/> Yes <input type="checkbox"/> No  | <b>SQUARE FOOTAGE</b>           | 27. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>MOLD</b>                               |
| 9. <input type="checkbox"/> Yes <input type="checkbox"/> No  | <b>STRUCTURAL</b>               | 28. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>PERMITS</b>                            |
| 10. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>EASEMENTS/ENCROACHMENTS</b>  | 29. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>PUBLIC RECORDS</b>                     |
| 11. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>FOUNDATION/SLAB</b>          | 30. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>ZONING</b>                             |
| 12. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>LOT SIZE</b>                 | 31. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>GOVERNMENT REQUIREMENTS</b>            |
| 13. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>BOUNDARIES</b>               | 32. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>VACANT LAND/CONSTRUCTION FINANCING</b> |
| 14. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>POOL/SPA</b>                 | 33. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>CONSTRUCTION COSTS</b>                 |
| 15. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>ROOF</b>                     | 34. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>AVAILABILITY OF UTILITIES</b>          |
| 16. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>SEWER</b>                    | 35. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>ENVIRONMENTAL SURVEY</b>               |
| 17. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>SEPTIC SYSTEM</b>            | 36. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>NATURAL HAZARDS REPORTS</b>            |
| 18. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>SOIL STABILITY</b>           | 37. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>SUBDIVISION OF PROPERTY</b>            |
| 19. <input type="checkbox"/> Yes <input type="checkbox"/> No | <b>SURVEY</b>                   |  |   |
| <input type="checkbox"/> Yes <input type="checkbox"/> No     | <b>OTHER:</b> _____             |  |   |

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

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





# BUYER'S INSPECTION WAIVER

(C.A.R. Form BIW, 4/08)

111 Elmwood Court

San Bruno, CA 94066

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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525 South Virgil Avenue, Los Angeles, California 90020

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



BIW 4/08 (PAGE 1 OF 1)

BUYER'S INSPECTION WAIVER (BIW PAGE 1 OF 1)

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

Phone: 415-871-6671

Fax: 415-738-5457

111 Elmwood

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)



**FOR YOUR PROTECTION: GET A HOME INSPECTION**  
**For FHA Transactions**  
 (C.A.R. Form HID, Revised 4/08)

Name of Buyer(s) \_\_\_\_\_  
 Property Address 111 Elmwood Court  
San Bruno, CA 94066

**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)**

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





Tino Padilla  
Code Enforcement Officer II

CITY OF SAN BRUNO  
COMMUNITY DEVELOPMENT DEPARTMENT

## NOTICE OF VIOLATION

January 13, 2015

Current Property Owners  
Prasad Vijendra  
Prasa Atrun N  
111 Elmwood Court  
San Bruno, CA 94066

**Re: 111 Elmwood Court. – Illegal garage conversion/Illegal bonus room was built without permits, plans, inspections, or City approval. Kitchen sink was installed with no permit in the garage. You must maintain a 1 hour fire separation from between the garage a U occupancy and habitable space a R3 occupancy**

### Public Nuisance

Dear Property Owner,

The code enforcement division conducted an inspection on October 22, 2014. During this inspection the code enforcement division discovered a garage conversion/ bonus room was built in the garage without permits, inspections, plans, or City approval. A kitchen sink was installed in the garage with no permits. There is a lack of a 1 hour fire separation between the garage U occupancy and the Residential occupancy. City records do not indicate any permits or approval for the above mention items. If you have any information that suggests otherwise of the City's finding please contact me to verify and record this documentation. Until this information is obtained, you as the property owner will be ultimately responsible for any and/or all violations on this property. See the following California Building Code Violations on your property.

1. 406.3.3 Garages and carports. The floor surfaces shall be of approved noncombustible materials. The carpet in your garage is not allowed. Remove your carpet.
2. 406.3.4 Separation. Separations shall comply with the following: The private garage shall be separated from the dwelling unit and its attic area by mean of gypsum board, not less than ½ inch in thickness applied to the garage side. Garage beneath habitable rooms shall be separated from all habitable rooms above by not less than a 5/8 inch Type X gypsum board or equivalent. Door openings between a private garage and the dwelling unit shall be equipped with either solid wood door or solid or honeycomb core steel doors not less than 1 3/8 inches in thickness or doors compliance with section 716.5.3 with a fire protection rating of not less than 20 minutes. Openings from private garages directly into a room used for sleeping purposes shall not be permitted. Doors shall be self-closing and self-latching. Legalize sleeping room/bonus room in the garage built without permits, plans, inspections, or City approval CBC Section 105.1.
3. 406.3.4 Ducts in a private garage and ducts penetrating the walls or ceilings separating the dwelling unit, including its attic area, from garage shall be constructed of sheet steel of not less than 0.019 inches in thickness, and shall have no openings into the garage to the Residence.
4. 406.3.4 Ducts in a private garage and ducts penetrating the walls or ceilings separating the dwelling unit, including its attic area, from garage shall be constructed of sheet steel of not less than 0.019 inches in thickness, and shall have no openings into the garage to the Residence.

567 El Camino Real, San Bruno, CA 94066-4299  
Voice: (650) 616-7074 • Fax: (650) 873-6749  
<http://ci.sanbruno.ca.us>

5. Kitchen sink was installed in the garage area without permits, plans, inspections, or City approval CBC Section 105.1.
6. Illegal garage conversion/ illegal bonus room was built without permits, plans, inspections, or City approval California Building Code Section 105.1, 110, 109, 107, 114, 3401.1, 3401.2, 3403.1, 3404.1, 3401.2, 3401.3.

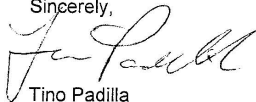
It is imperative that you submit plans to legalize this unpermitted construction or remove it with a demolition permit and convert the garage area back to its original approved use. Construction/alteration without a building permit is a violation of the San Bruno Municipal **Code Section 5.04.030 – Public Nuisance Conditions:(B) (2) (d), California Building Code Section 105.1, 110, 109, 114, 3401.1, 3401.2, 3403.1, 3401.2, 3401.3.** The use of any building or structure in a manner for which it was not designed, intended, built, permitted or approved by the City.

Failure to comply by February 13, 2015 will result in a **\$100.00** Administrative Fine per Title 5 of the City of San Bruno Municipal Code. In addition, per the City of San Bruno Ordinance No. 1665 and the Master Fee Schedule, the City will be assessing fees to recover the costs associated with this code enforcement case at \$125.00/hour.

**If action is not taken to resolve this issue, "Abatement Actions" will proceed and/or a Notice of Substandard building/ Notice of Dangerous building will be filed with the San Mateo County Recorder's Office with a copy forwarded to all who have interest in the property, such as mortgage holders.**

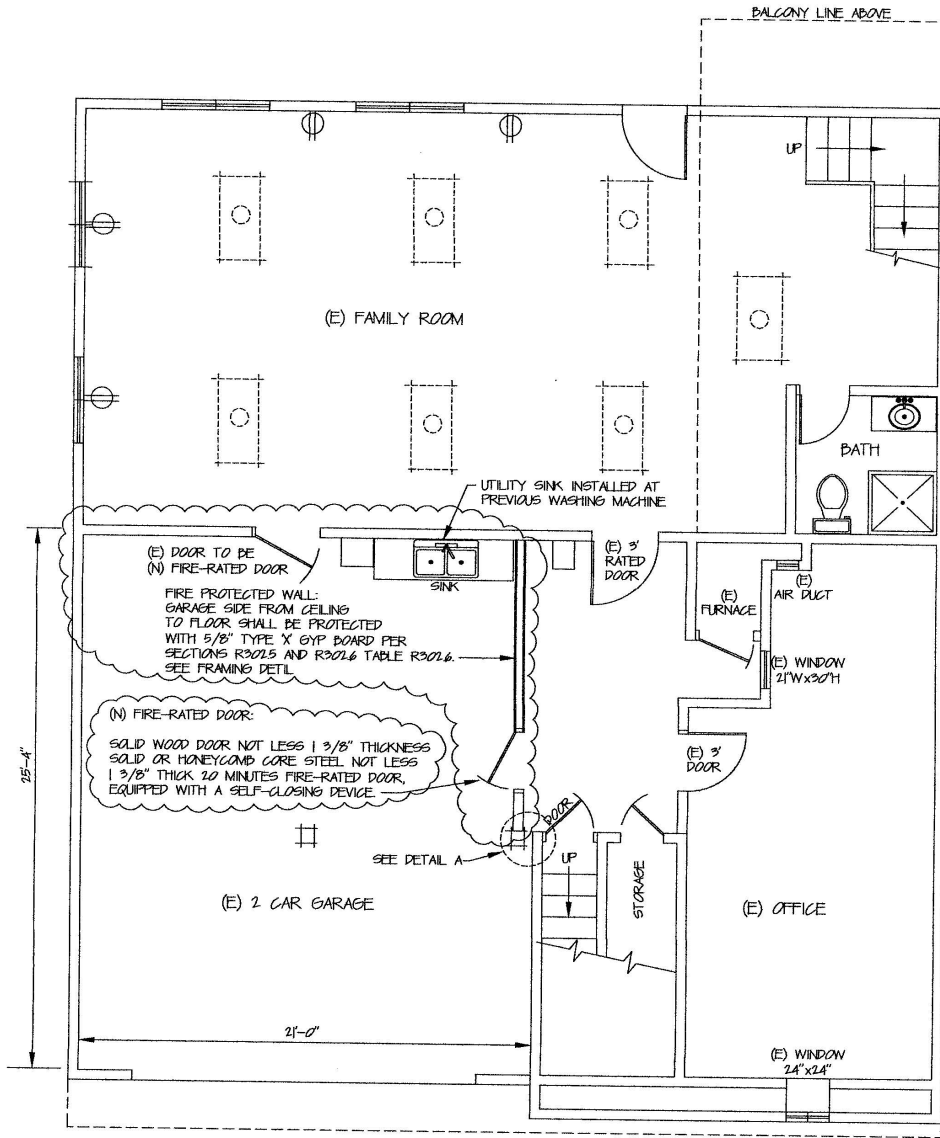
If you should have any questions regarding this matter, please contact me at 616 7040.

Sincerely,

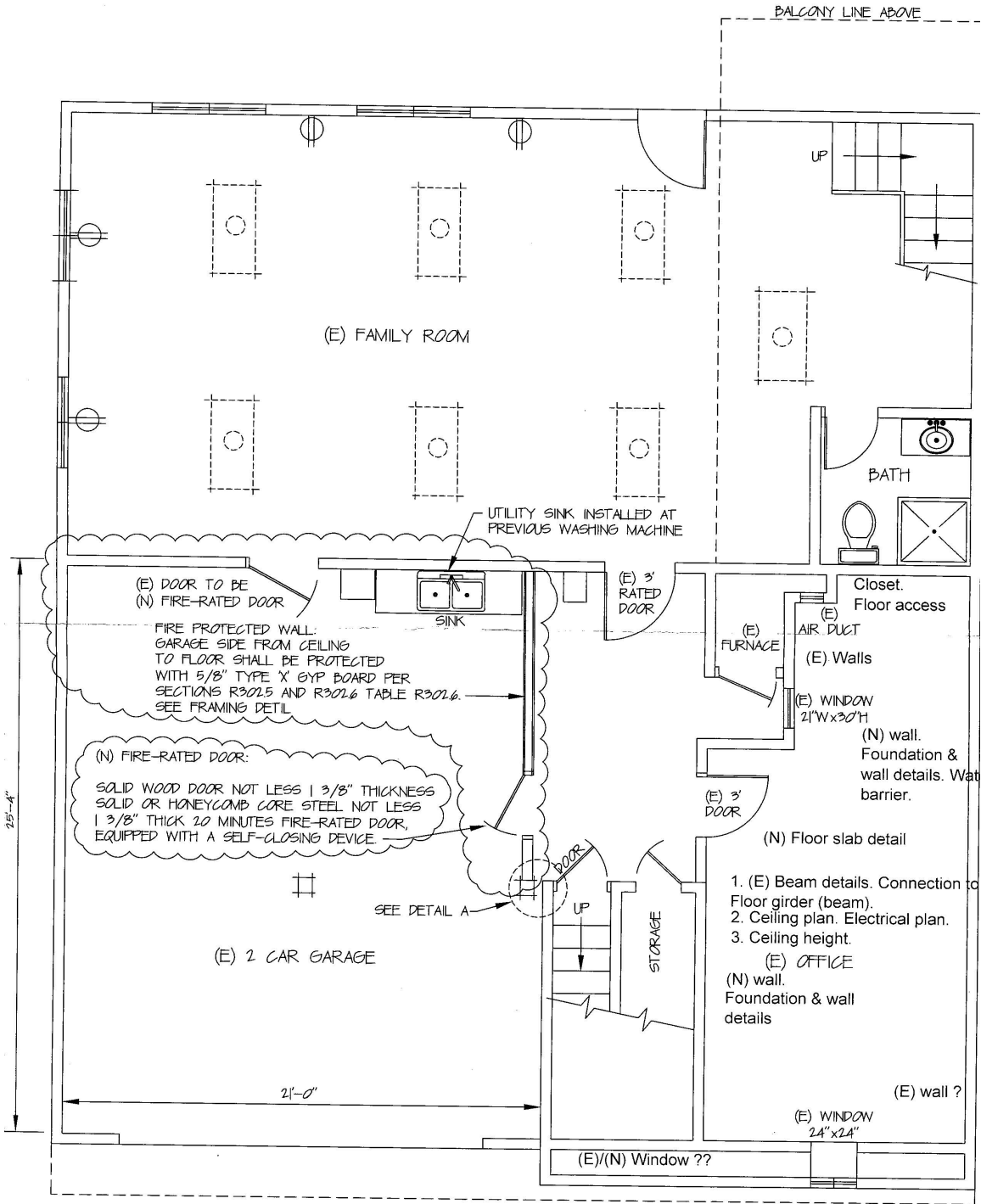


Tino Padilla  
Code Enforcement Officer II  
City of San Bruno.

***Sent by US Cert. Mail (return Receipt requested) & Reg. Mail & Posting***



NEW FLOOR PLAN  
SCALE: 1/4"=1'-0"



NEW FLOOR PLAN  
SCALE: 1/4"=1'-0"

Vijen: I need for you to discuss this with your Handyman who did this work and give all (as much) details as possible for the construction.

32

DocuSigned by:

Vijendra Prasad

DD316EE1FA69463...

9/14/2017

DocuSigned by:

Arun Prasad

DD316EE1FA69463...

9/14/2017



## Home Inspection Report



**111 Elmwood Court, San Bruno**

**Ordered by: Fiona Santos**  
Hastings Realty Group  
1641 El Camino Real #100  
Millbrae, CA 94030

**Inspected by:**

  
**Johnny Saechao**  
April 12, 2017



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# Report Overview

## A GENERAL DESCRIPTION OF THE STRUCTURE

This is a 59 year old two story single family residence that has not been properly maintained.

### WEATHER CONDITIONS

Dry weather conditions prevailed at the time of the inspection.

## ! - IMMEDIATE RECOMMENDED IMPROVEMENTS

The following is a synopsis of the potentially significant improvements that should be budgeted for over the short term. Other significant improvements, outside the scope of this inspection, may also be necessary. Please refer to the body of this report for further details on these and other recommendations. No relative importance should be placed on the photographs provided in this report. The photographs in this report do not necessarily illustrate all of the damage in any particular finding. Also, not all problem areas will be supported by photographs. If more than one photograph is available for a particular item, additional photographs can be found at the end of the report in the section entitled 'Photographs'. Please contact HomeGuard if you have any questions.

### Exterior

1. The front retaining wall shows evidence of significant movement and/or cracks. It is not within the scope of our expertise to determine when rebuilding will become necessary. Further evaluation of this condition by the appropriate tradesperson is recommended. (See Illustration 4B) (See Photo 3)



Photo 3

2. The wood fencing at the left exterior of the property is in need of repairs. (See Photo 6)

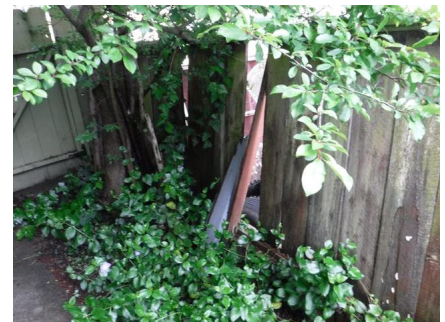


Photo 6

3. Water damage was observed to the roof eaves/sheathing at various areas. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 1)



Photo 1

**Exterior**

4. Water damage was observed to the fascia at the rear exterior. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 5)



Photo 5

5. Water damage was observed to the exterior trim at the front exterior. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 2)



Photo 2

6. Cracked or broken exterior window glass in the door should be replaced. (See Photo 7)



Photo 7

**Electrical**

7. The main panel was locked and was inaccessible at the time of our inspection. We recommend the lock be removed and circuitry and wiring in the panel be inspected by appropriate trades. (See Photo 4)



Photo 4

**Interior**

8. Cracked, deteriorated and/or missing tub/shower enclosure caulk in the downstairs hall bathroom should be replaced. Water leaking through non-sealed areas can cause damage. Damage caused by water seepage cannot be determined by this visual observation. (See Photo 8)



Photo 8

9. The wall at the downstairs hall bathroom shows evidence of water damage. We recommend the services of a licensed structural pest control company for investigation. (See Photo 9)



Photo 9

10. The dishwasher lacks an air gap device. Air gaps are standard equipment to assure a separation between supply and waste water of the dishwasher. It is advised that one be installed. (See Illustration 4E) (See Photo 12)



Photo 12

11. The openings in the railing are larger than 4". For improved safety it is recommended that the railing be altered for an opening of less than 4". (See Illustration 7B) (See Photo 11)



Photo 11

12. The escutcheons at the master bathroom shower faucet, spout or shower head are loose. We recommend tightening and/or sealing this trim piece for a better appearance and to avoid leakage in this area. (See Photo 14)



Photo 14

**Interior**

13. The tub/shower enclosure wiper seal at the downstairs hall bathroom is faulty, missing and/or improperly installed. We recommend it be repaired or replaced. (See Photo 10)



Photo 10

14. The master bathroom window sill is mechanically damaged. We recommend it be repaired or replaced. (See Photo 13)



Photo 13

## The Scope of the Inspection

All components designated for inspection in the ASHI standards of practice are inspected, except as may be noted in the "Limitations" section within the report. This inspection will not disclose compliance with regulatory requirements (codes, regulation laws, ordinances, etc.)

This inspection is visual only. Only a representative sample of the building and system components was viewed. No destructive testing or dismantling of building components was performed. The strength, adequacy, effectiveness, or efficiency of any system or components was not determined. Not all recommended improvements will be identified in this inspection. Unexpected repairs should still be anticipated. This inspection should not be considered a guarantee or warranty of any kind. The purpose of our inspection is to provide a general overview of the structure reflecting the conditions present at the time of this inspection. The inspection is performed by visual means only, reflecting only the opinions of the inspector. Nothing in the report, and no opinion of the inspector, should be construed as advice to purchase, or to not purchase, the property. It is the goal of this inspection to put the buyer in a better position to make a buying decision

Our inspection does not address, and is not intended to address, the possible presence of hazardous plants or animals or danger from known and unknown environmental pollutants such as, but not limited to, asbestos, mold, radon gas, lead, urea formaldehyde, underground storage tanks, soil contamination and other indoor and outdoor substances, water contamination, toxic or flammable chemicals, water or airborne related illness or disease, and all other similar or potentially harmful substances and conditions. This property was not inspected for the presence or absence of health related molds or fungi. We are neither qualified, authorized nor licensed to inspect for health related molds or fungi. If you desire information about the presence or absence health related molds, you should contact the appropriate specialist. Be aware that many materials used in building construction may potentially contain hazardous substances. Furthermore, other environmental concerns may exist elsewhere. An environmental specialist should be contacted if additional information is desired about these issues.

PLEASE NOTE: Important disclosure information and other inspection reports may exist. All present and prior disclosures along with other inspection reports should be reviewed and any adverse conditions and/or concerns that may not be mentioned in our report should be addressed prior to the close of escrow. Furthermore, there may be conditions known by the seller that have not been disclosed to us.

Pictures are provided to assist in clarifying some of the findings made in the report. No relative importance should be placed on these pictures. There are likely to be significant comments that do not have pictures associated with them. Please read the report thoroughly.

Sections of this building appear to have been remodeled. We recommend consultation with the owner or local municipality to determine whether the necessary permits were obtained, inspections performed and final signatures received.

### **BINDING ARBITRATION PROVISION**

Any controversy or claim arising out of or relating to the inspection performed by HomeGuard Incorporated shall be settled by final and binding arbitration filed by the aggrieved party with and administered by the American Arbitration Association (hereafter referred to as "AAA") in accordance with its Construction Arbitration Rules in effect at the time the claim is filed. The Rules, information and forms of the AAA may be obtained and all claims shall be filed at any office of the AAA or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: 212-716-5800, Fax: 212-716-5905, Website: <http://www.adr.org/>. The arbitration of all disputes shall be decided by a neutral arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Any such arbitration will be conducted in the city nearest to the property that was inspected by HomeGuard Incorporated having an AAA regional office. Each party shall bear its own costs and expenses and an equal share of the administrative and arbitrators' fees of arbitration. This arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY AND ALL DISPUTES DECIDED THROUGH ARBITRATION. BY SIGNING THIS AGREEMENT, THE PARTIES ARE GIVING UP ANY RIGHT THEY MIGHT HAVE TO SUE EACH OTHER.

# Structure

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**ITEM DESCRIPTIONS:**

---

<b>Wall/Foundation Structure</b>	• Wood Frame
<b>Attic Access Location</b>	• Hallway • Attic Method Of Inspection: From the Access
<b>Ceiling Structure</b>	• Joist
<b>Roof Structure</b>	• Rafters
<b>Roof Sheathing</b>	• Plywood or Orientated Strand Board
<b>Crawl Space Access</b>	• None (Slab)
<b>Foundation</b>	• Slab on grade
<b>Floor Structure</b>	• Unknown/Inaccessible (Not Inspected)

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**COMMENTS:**

Due to the design of this building foundation anchor bolts were concealed from view.

**LIMITATIONS:**

This is a visual inspection to the accessible areas only. Assessing the structural integrity of a building is beyond the scope of a typical inspection. A certified professional engineer is recommended where there are structural concerns about the building.

- The attic was viewed from the attic access hatch only due to insulation covering the wood members. If further inspection of this area is desired catwalks or planks will need to be installed over the exposed ceiling joists. When access has been provided we will return and further inspect this area.
- Insulation within the roof attic cavity obstructed a view of structural members.
- Structural components concealed behind finished surfaces could not be inspected.
- Only a representative sampling of visible structural components was inspected.
- Furniture and/or storage restricted access to some of the structural components.

# Roofing

---

## ITEM DESCRIPTIONS:

---

<b>Roof</b>	• Composition shingle • Method of inspection: From The Ground.
<b>Chimney</b>	• Masonry • Method of inspection: From The Ground.
<b>Gutters and Downspouts</b>	• Metal • Downspouts Discharge Location: Above Grade • Downspouts Discharge Location: Below Grade.

---

## COMMENTS:

---

We recommend reviewing a roof inspection report performed by a licensed roof inspector on this structure.

## RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

1. Minor typical cracking was noted in the masonry chimney. In our opinion, these are cosmetic items, but we recommend the advise and servicing of a licensed masonry contractor or fireplace specialist.
2. The roof was inspected from the ground level only. Most of the roof could not be reached without jeopardizing the safety of the inspector or the integrity of the roof material. Our comments are based only upon a limited visual inspection. For further evaluation of the condition of the roof we recommend you consult a licensed roofing contractor.
3. The downspouts discharge water adjacent to the structure. Water should be directed to flow at least 5' feet away from the building at the point of discharge. The installation of underground drainage where applicable will help control surface drainage.
4. We did not go on the surface of the roof. The chimney could not be reached without jeopardizing the safety of the inspector or the integrity of the roof material. Our comments are based only upon a limited visual inspection. For further evaluation of the condition of the chimney, we recommend you consult a licensed masonry contractor.

## MAINTENANCE ITEMS & GENERAL INFORMATION

5. Underground drainage has been provided for the gutter downspout system. Because we are unable to view the underground drainage system, we suggest verification by the seller that adequate installation has been performed and proper drainage has been provided.

## LIMITATIONS:

---

This is a visual inspection to the accessible areas only. Roofing life expectancies can vary depending on several factors. Any estimates on remaining life are approximations only. This assessment of the roof does not preclude the possibility of leakage. Leakage can develop at any time and may depend on rain intensity, wind direction, ice build up, etc.

- The roof was inspected from ground level only.



## Exterior

### ITEM DESCRIPTIONS:

Lot Topography	• Steep slope
Driveway	• Asphalt
Walkway & Sidewalks	• Concrete
Retaining Walls/Abutments	• Stone/Rock • Bricks
Fencing/Gates	• Wood
Steps, Porch/Deck	• Wood • Tile
Fascia, Eaves and Rafters	• Wood • Open Rafters
Exterior Walls	• Stucco • Metal
Windows	• Wood • Metal
Doors	• Wood • Sliding Glass
Main Garage	• Attached
Main Garage Door/Opener	• Wood • Automatic Opener Installed

### COMMENTS:

The exterior of the home has not been maintained.

The auto reverse mechanism on the overhead garage door responded properly to testing. This is an important safety feature that should be tested regularly. Refer to the owner's manual or contact the manufacturer for more information. There is a serious risk of injury, particularly to children, if this feature is not working properly. Information on garage door openers is available from the Consumer Product Safety Commission at [www.cpsc.gov](http://www.cpsc.gov).

The garage has been converted to a living space. We recommend consultation with the owner to determine if all necessary permits were taken out, inspections performed, and final signatures obtained in regards to the conversion of the garage.

### RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

- ! 1. The front retaining wall shows evidence of significant movement and/or cracks. It is not within the scope of our expertise to determine when rebuilding will become necessary. Further evaluation of this condition by the appropriate tradesperson is recommended. (See Illustration 4B) (See Photo 3)
- ! 2. The wood fencing at the left exterior of the property is in need of repairs. (See Photo 6)
- ! 3. Water damage was observed to the roof eaves/sheathing at various areas. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 1)
- ! 4. Water damage was observed to the fascia at the rear exterior. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 5)
- ! 5. Water damage was observed to the exterior trim at the front exterior. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 2)
- ! 6. Cracked or broken exterior window glass in the door should be replaced. (See Photo 7)
7. The walkway shows evidence of minor cracking. The cracks could be sealed for a better appearance and to prevent moisture intrusion.
8. The retaining wall shows evidence of movement and/or slight cracks. This condition should be monitored. It is impossible to determine the rate of movement during a one time visit to the property.
9. Vegetation growing on or within 6" inches of exterior walls should be kept trimmed away from siding, window trims and the eaves.
10. The proximity of the tree at the wall could disrupt drainage pipes, cause mechanical damage to the exterior of the house or influence the foundation over time. For additional information and recommendations we recommend appropriate trades be consulted. (See Illustration 8E)
11. The gaps in the exterior trim/siding should be caulked as necessary.
12. The gate and/or latch mechanism at the side needs repair and/or adjustment to keep from rubbing and to assist in smoother function.
13. There are minor sized cracks in the exterior stucco that should be patched and sealed as part of preparation for the next painting. Flexible patching materials are recommended rather than rigid patching compounds.
14. There are some larger than normal sized cracks in the driveway. The cracks could be sealed for a better appearance and to prevent moisture intrusion.

15. Portions of the exterior are weathered/peeling, exposed and subject to damage. We recommend thorough scraping, sanding, caulking and priming prior to applications of a high quality exterior finish.
16. The exterior paint is in fair to good condition but appears a bit tired. There are no surfaces that need painting for other than cosmetic reasons.
17. Minor cracked or loose tiles and/or missing grout were noted at the patio/porch. These cracked tiles can be sealed or replaced for cosmetic considerations.
18. It may be desirable to repair or replace the window screens where damaged.
19. The screen for the sliding glass door is damaged. We recommend that it be repaired or replaced.

#### MAINTENANCE ITEMS & GENERAL INFORMATION

20. This home was constructed without the use of a weep screed at the base of the stucco. Although this was an accepted construction method it can allow condensation to build up and not drain properly. For further information we recommend appropriate trades be consulted

#### LIMITATIONS:

This is a visual inspection to the accessible areas only.

- The detached outbuilding, related equipment and ancillary wiring and plumbing services were not inspected and are excluded from this report.
- The decks were not inspected and are excluded from this report.
- Interior finishes (floors, walls, ceilings) and/or insulation restricted the inspection of the garage.
- A representative sample of exterior components was inspected.
- The inspection does not include an assessment of geological conditions, site stability and property surface drainage runoff.

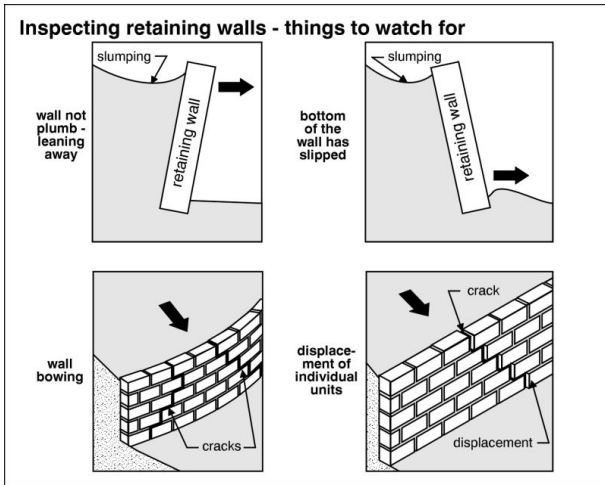


Illustration 4B

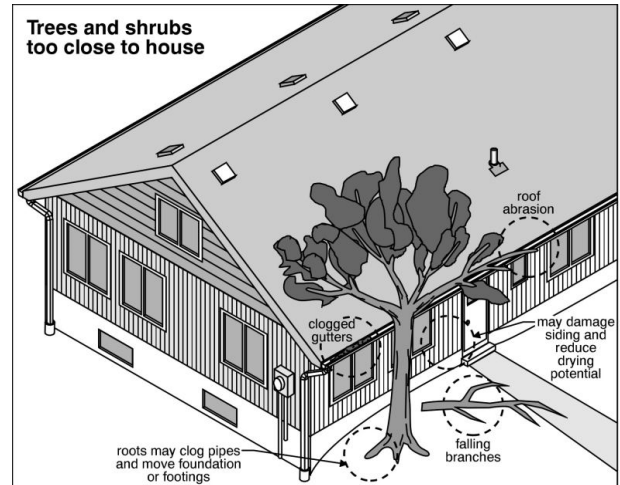


Illustration 8E

# Electrical

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## ITEM DESCRIPTIONS:

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<b>Service</b>	• 120/240 volt main service
<b>Service Entrance</b>	• Overhead Service Wires
<b>Service Ground</b>	• Copper Ground Wire • Water Pipe Connections
<b>Main disconnect</b>	• Unknown/Inaccessible (Not Inspected)
<b>Main Distribution Panel</b>	• Breakers
<b>Branch/Auxillary Panel</b>	• None
<b>Outlets</b>	• Grounded
<b>Ground Fault Circuit Interrupters</b>	• Exterior

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## COMMENTS:

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The size of the electrical service is sufficient for typical single family needs.

The distribution of electricity within the home is good.

The 3-prong outlets that were tested were appropriately grounded.

Dedicated 240 volt circuits have been provided for all 240 volt appliances within the home.

## RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

- ! 1. The main panel was locked and was inaccessible at the time of our inspection. We recommend the lock be removed and circuitry and wiring in the panel be inspected by appropriate trades. (See Photo 4)
2. The water heater cold and hot water lines do not appear to be bonded to the gas lines. The local building department may presently require that the lines be bonded. We recommend consulting the local building authority regarding this condition.

## LIMITATIONS:

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This is a visual inspection to the accessible areas only. The inspection does not include (if applicable) low voltage systems, telephone wiring, intercoms, alarm systems, TV cable, timers, central vacuum systems, exterior sprinkler systems, exterior landscape lighting or exterior motion sensor lights. Also smoke detectors out of reach were only visually inspected unless noted otherwise. We recommend these systems be checked by interested parties for proper operation when possible.

- Due to inaccessibility of concealed wiring or undocumented improvements of the structure, we are unable to predict whether the number of circuits within a home will be sufficient for the needs of the occupants during a typical home inspection. If fuses blow or breakers trip regularly, this may indicate that additional loads or remodeling modifications may have been added to existing circuits.
- Electrical components concealed behind finished surfaces could not be inspected.
- According to "ASHI" standards only a representative sampling of outlets and light fixtures were tested.
- Furniture and/or storage may of restricted access to some electrical components.
- Exterior light fixtures on motion or light sensors were not tested.

# Heating System

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**ITEM DESCRIPTIONS:**

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<b>Primary Energy Source</b>	• Gas
<b>Heating System Type</b>	• Forced Air • Manufacturer: payne • BTU's: 110,000 • Age (years): 4 • Location: Closet
<b>Distribution</b>	• Ductwork

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**COMMENTS:**

The heating system which was operated at the time of our inspection shows no visible evidence of major defects.

**MAINTENANCE ITEMS & GENERAL INFORMATION**

1. This home is heated with a mid efficiency forced air furnace. In this type of furnace, air is circulated by a blower motor through a heat exchanger, which is heated by the burner unit at the base. An induced draft motor is used to force the exhaust from the furnace to the exterior
2. There is currently no permanently installed cooling system installed on the property. While not required, it might be desirable depending on weather conditions in the area. If interested parties would like further information on the types of cooling systems available, we recommend consulting with a licensed HVAC contractor for more information.

**LIMITATIONS:**

This is a visual inspection to the accessible areas only. The inspection of the heating system is general and not technically exhaustive. A detailed evaluation of the furnace heat exchanger is beyond the scope of this inspection.

- As per ASHI standards determining furnace heat supply adequacy or inadequacy, distribution balance or sizing of the unit or units is not a part of this inspection.
- The wall mount and/or window mounted air conditioning unit (if applicable) was not inspected and are excluded from this report.
- Heating and/or air conditioning registers where accessible were visually inspected. Manual operation of the registers was not performed.
- As per ASHI standards the heat exchanger of the furnace was not inspected and interior portions of the heater were restricted. For additional information we recommend the services of a licensed heating contractor. As a free public service, the local utility company (PG&E) will perform a "safety" review of the heat exchanger and other gas operated components. We recommend that you take advantage of this service before the next seasonal operation.
- Inspection of the heater and/or air conditioner thermostat is limited to operating the units(s) on and off function only. Testing of the thermostat timer, temperature accuracy, clock, set back functions, etc. were not performed.

# Insulation/Ventilation

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## **ITEM DESCRIPTIONS:**

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<b>Exterior Walls Insulation</b>	• Unknown
<b>Attic/Roof Insulation</b>	• Fiberglass • Depth (inches): 8-10
<b>Attic/Roof Ventilation</b>	• Soffit vents • Gable vents
<b>Crawlspace Insulation</b>	• Unknown/Inaccessible (Not Inspected)
<b>Crawl Space Ventilation</b>	• Exterior wall vent(s)

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## **COMMENTS:**

This is a well insulated home.

## **LIMITATIONS:**

This is a visual inspection to the accessible areas only.

- Insulation/ventilation type and levels in concealed areas cannot be determined. No destructive tests were performed.
- Potentially hazardous materials such as Asbestos and Urea Formaldehyde Foam Insulation (UFFI) cannot be positively identified without a detailed inspection and laboratory analysis. This is beyond the scope of the inspection.
- An analysis of indoor air quality is beyond the scope of this inspection.
- Any estimates of insulation "R" values or depths are rough average values.

# Plumbing

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## ITEM DESCRIPTIONS:

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<b>Service Pipe</b>	• Copper Pipe
<b>Main Water Valve Location</b>	• Location: Exterior Front
<b>Supply Piping</b>	• Copper Pipe
<b>Drain/Waste/Vent</b>	• Plastic
<b>Cleanout Location</b>	• Exterior
<b>Main Gas Valve Location</b>	• Exterior Side
<b>Water Heaters</b>	• Manufacturer: Rheem • Approximate Age (years): 17 • Gas • Location: Closet
<b>Seismic Gas Shut-off</b>	• Not Present
<b>Excess Flow Gas Shut-off</b>	• Not Present

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## COMMENTS:

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Due to the design of this unit/building, most of the supply piping was inaccessible for inspection. For additional information, we recommend a licensed plumbing contractor be consulted.

Due to the design of this unit/building, most of the drain lines were inaccessible for inspection. For additional information, we recommend a licensed plumbing contractor be consulted.

The water pressure supplied to the fixtures is reasonably good. A typical drop in flow was experienced when two fixtures were operated simultaneously.

The plumbing system requires some minor improvements. We recommend a licensed plumbing contractor be consulted to undertake the improvements recommended below.

## RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

1. The installation of a sediment trap at the furnace appliance gas line is recommended.
2. The installation of a gas pipe sediment trap at the water heater gas line should be considered.

## LIMITATIONS:

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This is a visual inspection to the accessible areas only.

- Water and gas shut-off valves, including but not limited to seismic, excess flow shut-off valves and gas fireplace valves where applicable, were not operated or tested. Identification of these devices is limited to the accessible areas only.
- Portions of the plumbing system concealed by finishes and/or storage (below sinks, below the structure and beneath the yard) were not inspected.
- Water pressure and water quality is not tested. The effect of lead content in solder and/or supply lines is beyond the scope of the inspection.
- Inspection of any water conditioning system (filters, purifiers, softeners, etc.) is beyond the scope of this inspection and are excluded from this report.
- Inspection of any lawn sprinkler system is beyond the scope of this inspection and are excluded from this report (unless noted otherwise).
- The interior portions of the water heater were restricted. For additional information we recommend the services of a licensed plumbing contractor. As a free public service, the local utility company (PG&E) will perform a "safety" review of the interior of the water heater and other gas operated components. We recommend that you take advantage of this service before the next seasonal operation.
- HomeGuard Incorporated does not determine if any fixtures or toilets are water conserving.

# Interior

## ITEM DESCRIPTIONS:

<b>Kitchen Appliances Tested</b>	• Gas Cooktop • Microwave • Dishwasher • Waste Disposer • Exhaust Hood
<b>Laundry Facilities/Hookup</b>	• 120 Volt Circuit for Washer • Gas Piping for Dryer • Hot and Cold Water Supply for Washer • Waste Standpipe for Washer • Dryer vent noted
<b>Wall Finishes</b>	• Drywall/Plaster
<b>Ceiling Finishes</b>	• Drywall/Plaster
<b>Floor</b>	• Carpet • Tile/Stone • Wood
<b>Doors</b>	• Hollow Core • Solid Core • Sliding • Bifold
<b>Window style and Glazing</b>	• Casement • Sliders • Fixed Pane • Single Pane • Double Pane
<b>Fireplace/Wood Stove</b>	• Cosmetic Gas or Electric • Gas
<b>Other Componets Inspected</b>	• Smoke Detector • Door Bell

## COMMENTS:

The interior finishes of the home are considered to be in average condition.  
All appliances that were tested appear to be in good condition and responded satisfactorily.

## RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item. INTERIOR

- ! 1. The openings in the railing are larger than 4". For improved safety it is recommended that the railing be altered for an opening of less than 4". (See Illustration 7B) (See Photo 11)
- ! 2. The master bathroom window sill is mechanically damaged. We recommend it be repaired or replaced. (See Photo 13)
3. The operation of some of the sliding windows is rough. We recommend they be cleaned, lubricated and adjusted for smoother operation.
4. Past repairs were noted at the interior of the home. We recommend consultation with the sellers regarding the reason for the repairs and what permits and inspections were obtained to complete the work.
5. There is evidence of Vermin activity in the attic. It is likely that this infestation is also in inaccessible areas. The owner is advised to contact the appropriate tradesperson for any remedial measures necessary.

## KITCHEN

- ! 6. The dishwasher lacks an air gap device. Air gaps are standard equipment to assure a separation between supply and waste water of the dishwasher. It is advised that one be installed. (See Illustration 4E) (See Photo 12)
7. The garage sink faucet and/or handle is loose and should be properly caulked and tighten.

## BATHROOMS

- ! 8. Cracked, deteriorated and/or missing tub/shower enclosure caulk in the downstairs hall bathroom should be replaced. Water leaking through non-sealed areas can cause damage. Damage caused by water seepage cannot be determined by this visual observation. (See Photo 8)
- ! 9. The wall at the downstairs hall bathroom shows evidence of water damage. We recommend the services of a licensed structural pest control company for investigation. (See Photo 9)
- ! 10. The escutcheons at the master bathroom shower faucet, spout or shower head are loose. We recommend tightening and/or sealing this trim piece for a better appearance and to avoid leakage in this area. (See Photo 14)
- ! 11. The tub/shower enclosure wiper seal at the downstairs hall bathroom is faulty, missing and/or improperly installed. We recommend it be repaired or replaced. (See Photo 10)
12. The master bathroom shower head is missing. We recommend it be replaced.

## OTHER/MISC.

13. California law requires that all homes have a State Fire Marshall approved Carbon Monoxide Detector be installed outside of the sleeping areas in the hallway and on each level of the home including basements. At the time of this inspection a Carbon Monoxide Detector could not be located. We recommend consulting with the owner to see if a Carbon Monoxide Detector exist and if not they should be installed in all required locations.

**14. ENVIRONMENTAL ISSUES:**

Issues Based on the age of this home, there is a possibility the structure may contain asbestos such as ceiling texture, insulation on the distribution piping and/or transit piping and siding. This can only be verified by laboratory analysis. The Environmental Protection Agency (E.P.A.) reports that asbestos represents a health hazard if "friable" damaged, crumbling, or in any state that allows the release of fibers. If replacement necessitates the removal of the acoustic ceiling or insulation, a specialist should be engaged. If any sections of this insulation are indeed friable, or become friable over time, a specialist should be engaged. Further guidance is available from the Environmental Protection Agency (E.P.A.). Due to the age of construction, it is likely that there are other materials within the home that contain asbestos but are not identified by this inspection report.

15. Carbon monoxide is a colorless, odorless gas that can result from a faulty fuel burning furnace, range, water heater, space heater or wood stove. Proper maintenance of these appliances is the best way to reduce the risk of carbon monoxide poisoning. For more information, consult the Consumer Product Safety Commission CPSC at [www.cpsc.gov](http://www.cpsc.gov) for further guidance.

16. The installation of smoke detectors in both living rooms are recommended for added safety.

**MAINTENANCE ITEMS & GENERAL INFORMATION****INTERIOR**

17. The evaluation of the thermal pane windows ("dual pane/glazed") is limited to accessible windows exhibiting noticeable conditions at the time of our inspection, such as condensation and/or evidence of moisture developing between the panes of glass. Due to the known design and/or characteristics associated with thermal pane windows, conditions may be discovered at a later date, however seal failure can occur at any time.

**LIMITATIONS:**

This is a visual inspection to the accessible areas only. Assessing the quality of interior finishes is highly subjective. Issues such as cleanliness, cosmetic flaws, quality of materials, architectural appeal and color are outside the scope of this inspection. Comments are general, except where functional concerns exist. Due to texturing and painting of interior surfaces there is no possible way of determining point of origin of any gypsum (sheetrock) material without destructive testing. HomeGuard Incorporated does not perform any destructive testing. The testing of smoke detectors and carbon monoxide detectors is limited to the alarm function only. The sensors of these units are not tested. Both smoke detectors and carbon monoxide detectors have a limited life span and should be replaced according to the manufactures instructions.

- The adequacy of the fireplace draw cannot be determined during a visual inspection.
- The operation of the dishwasher was limited to a filling and draining cycle only, however due to time limitations timers, dryer cycles and/or higher functions were not tested. For additional information in regards to the operation and full function of the dishwasher we recommend consultation with the owner or appropriate trades.
- The washing machine faucets were visually inspected however they were not tested.
- Furniture, storage, appliances and/or wall hangings restricted the inspection of the interior.
- No access was gained to the wall cavities of the home.
- Kitchen appliances were operated unless noted otherwise. However they were not inspected for installation according to manufacturer specifications and were not evaluated for performance, efficiency or adequacy during their operation. No refrigerators whether "built in" or portable are operated, inspected or tested.
- All appliances not "built in" to the structure such as washing machine, dryer, refrigerator and/or countertop microwaves were not inspected and are excluded from this report. No refrigerators whether "built in" or portable are operated, inspected or tested.
- Fireplace screens or doors were not inspected and are excluded from this report



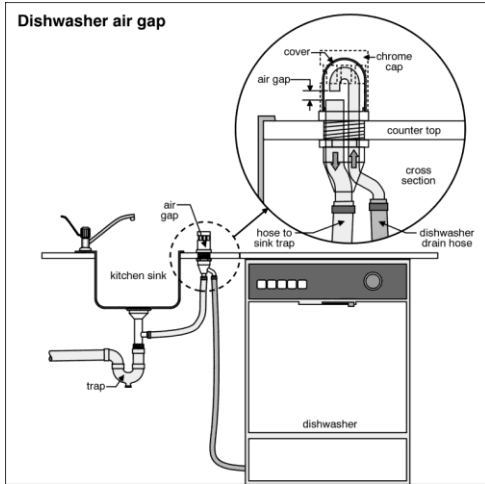


Illustration 4E

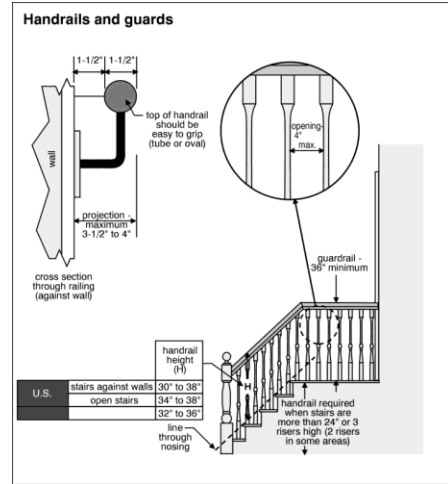


Illustration 7B

# Photographs

**No relative importance should be placed on the photographs provided in this report. The photographs in this report do not necessarily illustrate all of the damage in any particular finding. Also, not all problem areas will be supported with photographs. Please contact HomeGuard if you have any questions.**



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5

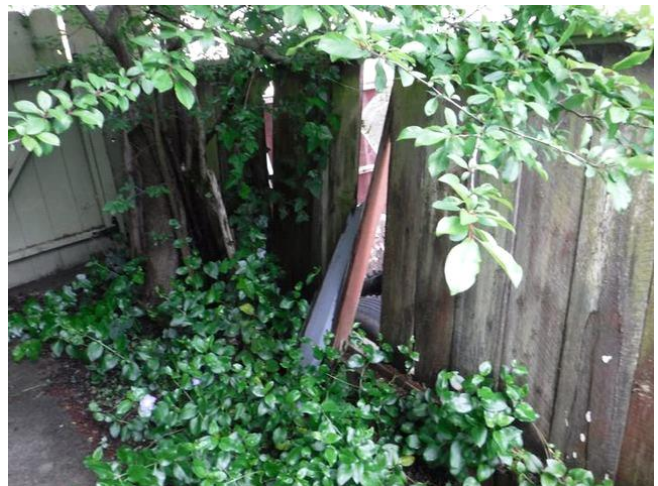


Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14

# Maintenance Advice

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## UPON TAKING OWNERSHIP

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After taking ownership of a new home, there are some maintenance and safety issues that should be addressed immediately. The following checklist should help you undertake these improvements.

- Change the locks on all exterior entrances, for improved security.
- Check that all windows and doors are secure. Improve window hardware as necessary. Security rods can be added to sliding windows and doors. Considerations could also be given to a security system.
- Install smoke detectors on each level of the home. Ensure that there is a smoke detector outside all sleeping areas. Replace batteries on any existing smoke detectors and test them. Make a note to replace batteries again in one year.
- Create a plan of action in the event of a fire in your home. Ensure that there is an operable window or door in every room of the house. Consult with your local fire department regarding fire safety issues and what to do in the event of a fire.
- Examine driveways and walkways for trip hazards. Undertake repairs where necessary.
- Examine the interior of the home for trip hazards. Loose or torn carpeting and flooring should be repaired.
- Undertake improvements to all stairways, decks, porches and landings where there is a risk of falling or stumbling.
- Review your home inspection report for any items that require immediate improvement or further investigation. Address these areas as required.
- Install rain caps and vermin screens on all chimney flues, as necessary.
- Investigate the location of the main shut-offs for the plumbing, heating and electrical systems. If you attend the home inspection, these items have been pointed out to you.

## REGULAR MAINTENANCE

---

### EVERY MONTH

- Check that fire extinguisher(s) are fully charged. Re-charge if necessary.
- Examine heating/cooling air filters and replace or clean as necessary.
- Inspect and clean humidifiers and electronic air cleaners.
- If the house has hot water heating, bleed radiator valves.
- Clean gutters and downspouts. Ensure that downspouts are secure, and that the discharge of the downspouts is appropriate. Remove debris from window wells.
- Carefully inspect the condition of shower enclosures. Repair or replace deteriorated grout and caulk. Ensure that water is not escaping the enclosure during showering. Check below all plumbing fixtures for evidence of leakage.
- Repair or replace leaking faucets or shower heads.
- Secure loose toilets, or repair flush mechanisms that become troublesome.

### SPRING AND FALL

- Examine the roof for evidence of damage to roof covering, flashings and chimneys.
- Look in the attic (if accessible) to ensure that roof vents are not obstructed. Check for evidence of leakage, condensation or vermin activity. Level out insulation if needed.
- Trim back tree branches and shrubs to ensure that they are not in contact with the house.
- Inspect the exterior walls and foundation for evidence of damage, cracking or movement. Watch for bird nests or other vermin or insect activity.
- Survey the basement and/or crawl space walls for evidence of moisture seepage.
- Look at overhead wires coming to the house. They should be secure and clear of trees or other obstructions.
- Ensure that the grade of the land around the house encourages water to flow away from the foundation.

- Inspect all driveways, walkways, decks, porches, and landscape components for evidence of deterioration, movement or safety hazards.
- Clean windows and test their operation. Improve caulking and weather-stripping as necessary. Watch for evidence of rot in wood windows frames. Paint and repair window sills and frames as necessary.
- Test all ground fault circuit interrupter (GFCI) devices, as identified in the inspection report.
- Shut off isolating valves for exterior hose bibs in the fall, if below freezing temperatures are anticipated.
- Test the Temperature and Pressure Relief (TPR) Valve on water heaters.
- Inspect for evidence of wood boring insect activity. Eliminate any wood/soil contact around the perimeter of the home.
- Test the overhead garage door opener, to ensure that the auto-reverse mechanism is responding properly. Clean and lubricate hinges, rollers and tracks on overhead doors.
- Replace or clean exhaust hood filters.
- Clean, inspect and/or service all appliances as per the manufacturer's recommendations.

**ANNUALLY**

- Replace smoke detector batteries.
- Have the heating, cooling and water heater systems cleaned and serviced.
- Have chimneys inspected and cleaned. Ensure that rain caps and vermin screens are secure.
- Examine the electrical panels, wiring and electrical components for evidence of overheating. Ensure that all components are secure. Flip the breakers on and off to ensure that they are not sticky.
- If the house utilizes a well, check and service the pump and holding tank. Have the water quality tested. If the property has a septic system, have the tank inspected (and pumped as needed).
- If your home is in an area prone to wood destroying insects (termites, carpenter ants, etc.), have the home inspected by a licensed specialist. Preventive treatments may be recommended in some cases.

**PREVENTION IS THE BEST APPROACH**

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Although we've heard it many times, nothing could be more true than the old cliché "an ounce of prevention is worth a pound of cure." Preventative maintenance is the best way to keep your house in great shape. It also reduces the risk of unexpected repairs and improves the odds of selling your house at fair market value, when the time comes. Please feel free to contact our office should you have any questions regarding the operation or maintenance of your home. Enjoy your home!



Invoice Date: 4/13/2017

Invoice No: LIV473341P

**Invoice**

**Bill To:**

**Karen Tam  
North American Title  
1 Daniel Burnham Court #262C  
San Francisco CA 94109**

**Property Information:**

Address: 111 Elmwood Court  
San Bruno CA, 94066  
Report No: 412552 TPR  
Escrow#: 1496945

**Billing Information:**

Inspection: 4/12/2017 Complete \$515.00

Total Due: \$515.00

**DUE UPON RECEIPT**  
Please remit to 510 Madera Ave., San Jose, CA 95112  
*There is a \$25 fee for all returned checks*



Dear HomeGuard Customer,

Thank You for choosing HomeGuard Incorporated to inspect your home. Enclosed is your inspection report, which includes our findings, recommendations, and repair prices. Please review the enclosed report and repair proposals and feel free to call me with any comments or questions.

Sincerely Yours,

A handwritten signature in black ink that reads 'Curtis Reese'.

Curtis Reese  
Vice President  
General Manager

## Schedule your repairs today...



**We get the work done  
when you need it!**



**We will expedite all  
required paperwork!**



**HomeGuard stands  
behind its repairs!**

Contact the HomeGuard Repair Team at 855-331-1900 or  
email us [HGRepairs@HomeGuard.com](mailto:HGRepairs@HomeGuard.com)





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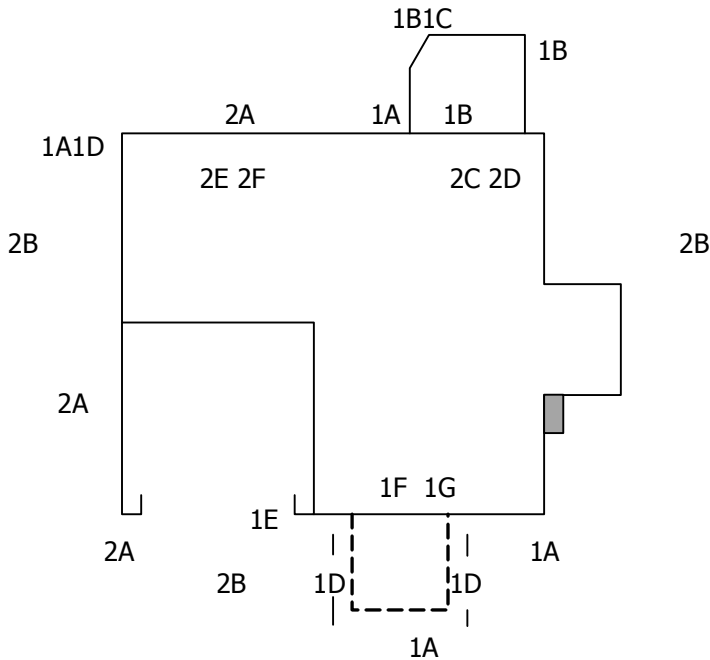


**HomeGuard stands  
behind its repairs!**

**Contact the HomeGuard Repair Team at 855-331-1900 or  
email us [HGRepairs@HomeGuard.com](mailto:HGRepairs@HomeGuard.com)**

## WOOD DESTROYING PESTS AND ORGANISM INSPECTION REPORT

Building No. <b>111</b>	Street <b>Elmwood Court</b>	City <b>San Bruno</b>	ZIP <b>94066</b>	Date of Inspection <b>4/12/2017</b>	Number of Pages <b>Page 1 of 9</b>	
<b>HomeGuard Incorporated</b> 510 Madera Avenue San Jose, CA 95112 (855) 331-1900 • Fax (408) 993-1944			DocuSigned by: Vijendra Prasad <small>DD316EE1FA69463...</small> 9/14/2017		DocuSigned by: Atrun Prasad <small>DD316EE1FA69463...</small> 9/14/2017	
			Registration #: <b>PR1452</b>	HomeGuard #: <b>412552</b>	Escrow #: <b>1496945</b>	
Ordered By: <b>Fiona Santos</b> <b>Hastings Realty Group</b> <b>1641 El Camino Real #100</b> <b>Millbrae, CA 94030</b>		Property Owner/Party in Interest: <b>Vijendra Prasad</b> <b>111 Elmwood Court</b> <b>San Bruno, CA 94066</b>		Report Sent to:		
COMPLETE REPORT <input type="checkbox"/> LIMITED REPORT <input checked="" type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>						
General Description: <b>Two story, single family wood framed residence with metal, wood siding and stucco exterior. Limited to the main structure only, excluding the decks and patio cover.</b>				Inspection Tag Posted: <b>Garage</b>		
				Other Tags Posted: <b>None noted</b>		
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.						
Subterranean Termites <input type="checkbox"/> Drywood Termites <input checked="" type="checkbox"/> Fungus / DryRot <input checked="" type="checkbox"/> Other Findings <input checked="" type="checkbox"/> Further Inspection <input type="checkbox"/>						
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.						
Key to Items on diagram: [1] Section 1 Items [2] Section 2 Items [3] Unknown Further Inspection Items						



**FRONT**

Inspected by: **Mark In Chun Yom**

License#: **FR44175**

Signature:

You are entitled to obtain copies of all reports and completion notices on this property filed with the board during the preceeding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite1500, Sacramento, California 95815.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916)561-8700, (800) 737-8188 or www.pestboard.ca.gov.

Building No. <b>111</b>	Street <b>Elmwood Court</b>	City <b>San Bruno</b>	ZIP <b>94066</b>	Date of Inspection <b>4/12/2017</b>	Number of Pages <b>Page 2 of 9</b>
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**AREAS NOT INSPECTED PLEASE READ.**

We did not inspect the interior of finished walls or behind installed finished cabinet work. We did not inspect the areas immediately under furniture or appliances. This structure contains slab flooring, and in slab floor type construction, it is possible for Subterranean Termite infestations to be concealed and not evident at the time of our inspection; therefore, we assume no liability for any infestations that are not evident at the time of our inspection. Our inspection does not include any electrical, heating, air conditioning, structural adequacy, pest other than wood destroying pest or mechanical systems of the structure and will not detect building code violations. The roof covering of the structure was not inspected. The plumbing was inspected, but only the leaks outlined in our report were found at this time. We assume no responsibility for leaks that occur after the date of this inspection. There may be health related issues associated with the findings reflected in this report. We are not qualified to and do not render an opinion concerning any such health issues. The inspection reflected by this report was limited to the visible and accessible areas only. Questions concerning health related issues, which may be associated with the findings or recommendations reflected in this report, such as the presence of mold, the release of mold spores or concerning indoor air quality should be directed to a Certified Industrial Hygienist. It has been requested by the agent that this report be limited to the main structure only, excluding the decks and patio cover. It is recommended that the entire structure be inspected. HomeGuard Incorporated will upon request, inspect the entire structure at an additional expense. This structure has carpet installed. Although no adverse conditions were evident, we assume no responsibility for the floor under the carpet unless the carpet is removed and we perform a further inspection. We inspected the upstairs stall shower but did not water test it as there were no stains underneath to indicate leakage. At the request of interested parties and once the ceiling below the shower has been opened HomeGuard Incorporated can return to the property and perform a water test on this shower. This structure has vinyl or aluminum siding installed on the exterior. We assume no liability for any damage which may be concealed behind this siding. We ran the water at the upstairs fixtures for a brief period of time so that exposed plumbing and fixtures could be checked for leaks. However, we did not run the water long enough to detect leakage from any plumbing that was concealed. Any leaks found are referenced in the report. If interested parties desire, and only after concealed plumbing has been exposed, HomeGuard Incorporated will return to the property and perform further inspections. As is standard practice within our industry and since our inspectors do not carry a 30' ladder on their vehicle, the eaves, wood siding and wood windows above 11' were only inspected visually from the ground. Upon request and at an additional charge HomeGuard Incorporated will return to the property and further inspect these inaccessible areas by probing the wood members. Eave areas over the patio are concealed. The enclosed area inside the front porch overhang was not inspected. The inaccessible areas listed above which were not inspected will be inspected upon the owner's request and will be conditional to additional inspection fees.

Building No. <b>111</b>	Street <b>Elmwood Court</b>	City <b>San Bruno</b>	ZIP <b>94066</b>	Date of Inspection <b>4/12/2017</b>	Number of Pages <b>Page 3 of 9</b>
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**NOTE: WE GUARANTEE ALL REPAIRS DONE BY THIS COMPANY FOR ONE (1) YEAR AND FUMIGATIONS FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF COMPLETION WITH THE EXCEPTION OF PLUMBING, GROUTING, CAULKING, RAIN GUTTERS AND RE-SETTING OF TOILETS WHICH ARE GUARANTEED FOR 30 DAYS FROM THE DATE OF COMPLETION. WE CANNOT GUARANTEE WORK PERFORMED BY OTHERS. WE MAKE NO GUARANTEE AGAINST FUTURE INFECTIONS, ADVERSE CONDITIONS, OR CONDITIONS PRESENT BUT NOT EVIDENT AT THE TIME OF OUR INSPECTION.**

**THE EXTERIOR SURFACE OF THE ROOF WAS NOT INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTORS STATE LICENSE BOARD.**

**NOTICE: Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may differ from company to company. You have the right to seek a second opinion from another company.**

**"This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work while in progress will be necessary. Any guarantees must be received from parties performing repairs." Work performed by others will be reinspected for a fee of \$195.00 for each trip out to the property. Open wall and open floor inspections are desirable if certification is required.**

**THIS IS A SEPARATED REPORT WHICH IS DEFINED AS SECTION I AND SECTION II CONDITIONS EVIDENT ON THE DATE OF INSPECTION. SECTION I CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION, OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION. SECTION II ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION OR INFECTION BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND. FURTHER INSPECTION ITEMS ARE DEFINED AS RECOMMENDATIONS TO INSPECT AREA(S) WHICH DURING THE ORIGINAL INSPECTION DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE HIS INSPECTION AND CANNOT BE DEFINED AS SECTION I OR SECTION II.**

### **Section 1 Items**

**1A. FINDING:** Fungus damage was noted to the fascia as indicated on the diagram. (See Picture 1)

**RECOMMENDATION:** Remove and replace the damaged fascia to correct this condition. This bid includes repair of the roof covering if disturbed by our repairs. If existing gutters need to be removed to perform the repairs then our bid also includes reinstallation of original gutters. If it becomes necessary or desirable to install new gutters this will be done only if authorized and at an additional cost. The guarantees on the roof covering are limited to the areas where the repairs were performed

\*\*\*\*\***(SECTION 1 ITEM)**\*\*\*\*\*

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**1B.** FINDING: The siding and trim have been damaged by fungus at the areas indicated on the diagram. (See Picture 2) (See Picture 4)

RECOMMENDATION: Remove and replace all the damaged wood members. If any damage is found to extend into any enclosed areas a supplemental report and bid will be issued.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1C.** FINDING: The storage closet door was found to be damaged by fungus. (See Picture 3)

RECOMMENDATION: Supply and install a new pre-hung door and jambs to correct this condition. Note: The existing door knob and dead bolt if any will be re-installed in the new door unless prior arrangements are made. We at HomeGuard Incorporated are upgrade experts and can provide proposals that include tile, marble, granite, upgraded fixtures, upgraded windows and doors or any other option you may desire.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1D.** FINDING: Fungus damage was noted to the roof eaves as indicated on the diagram. (See Picture 5)

RECOMMENDATION: Remove and replace the damaged wood members to correct this condition. This bid includes repair of the roof covering if disturbed by our repairs. If existing gutters need to be removed to perform the repairs then our bid also includes reinstallation of original gutters. If it becomes necessary or desirable to install new gutters this will be done only if authorized and at an additional cost. The guarantees on the roof covering are limited to the areas where the repairs were performed

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1E.** FINDING: The main garage door jamb at the right side was found to be fungus damaged. (See Picture 6)

RECOMMENDATION: Remove and replace the door jamb to correct this condition.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1F.** FINDING: Infestation by dampwood termites was noted at the downstairs storage closet. (See Picture 7)

RECOMMENDATION: Drill and treat the infested areas with the registered termiticide Termidor SC (Fipronil:5-amino-1-(2,6-dichloro-4-(trifluoromethyl) phenyl)-4-((1,8,5)-trifluoromethyl)sulfinyl)-1-H-pyrazole-3-carbonitrile in a liquid formulation. NOTE: As drywood termites are a non-earth dwelling species, guarantees are limited to treated wood members only. NOTE: In order to perform this treatment the property must be vacated during the treatment and three hours after the treatment is performed. If any concealed pipes, conduit or electrical wiring or other facilities are drilled into during the course of performing this item it will be the owners responsibility and cost to repair these items.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

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**1G.** FINDING: Dampwood termite pellets were evident as noted in the above recommendation.  
(See Picture 7)

RECOMMENDATION: Remove and/or mask over all accessible termite pellets. It is possible for the drywood termite pellets to sift down or reappear in these areas where they have been masked over. If further inspection is performed on the entire property a supplemental report will be issued with a recommendation to remove and/or mask any other evidence of drywood termites that may be found.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

## **Section 2 Items**

NOTE: The attic was insulated; therefore, our inspection is limited to the visible and accessible wood members only.

NOTE: A tiled surface was noted over the upstairs hall bathroom and master bathroom floors. There is no outward sign of infestation or infection however we cannot represent the condition of floors beneath the tiled areas.

NOTE: The shed was not connected directly to the structure. Therefore, we did not include it in this report.

**2A.** FINDING: There is vegetation in contact with the structure.

RECOMMENDATION: The owner is advised to cut back the vegetation to avoid contact with the structure.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

**2B.** FINDING: Minor stress cracks were noted in the exterior stucco as indicated on the diagram.

RECOMMENDATION: Seal all cracks that are wider than 1/16 of an inch with a exterior grade paintable sealant. If HomeGuard has supplied a bid for this item it does not include paint.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

**2C.** FINDING: There is evidence of water leakage around the downstairs hall bathroom glass stall shower enclosure.

RECOMMENDATION: Reseal this enclosure in the most practical way. With this type of enclosure, we cannot guarantee to stop the leakage only to control it. It will be the owners responsibility to maintain this enclosure in a waterproof condition.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

**2D.** FINDING: Minor water damage was noted to the sheetrock at the downstairs hall bathroom wall adjacent to the shower.

RECOMMENDATION: Scrape out damage and fill this area. HomeGuard will apply one coat of primer paint to the repaired area..

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

**2E.** FINDING: The escutcheons at the master bathroom shower head were noted to be loose.

RECOMMENDATION: Re-secure and reseal around the escutcheons in the most practical way.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

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**2F. FINDING:** Some of the grout is loose or missing around the ceramic tile in the master bathroom shower.

**RECOMMENDATION:** Reseal the area in the most practical way. Owner to maintain in a water tight condition.

\*\*\*\*\***(SECTION 2 ITEM)**\*\*\*\*\*

**NOTE:** This property has recently been painted. We assume no responsibility for any infestations or infections that may be concealed by this fresh paint.

**NOTE:** "State law requires that you be given the following information:

**CAUTION-PESTICIDES ARE TOXIC CHEMICALS.** Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

"If within 24 hours following application, you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center and your pest control company immediately."

For further information contact any of the following:

**HOMEGUARD INCORPORATED** (408) 993-1900  
**Poison Control Center:** (800) 876-4766  
**Santa Clara County Agricultural Commission** (408) 918-4600  
**Santa Clara County Health Department** (408) 918-3400  
**San Benito County Health Department** (831) 637-5367  
**San Benito County Agricultural Commission** (831) 637-5344  
**Alameda County Agricultural Commission** (510) 670-5232  
**Alameda County Health Department** (510) 267-8000  
**Contra Costa County Agricultural Commission** (925) 646-5250  
**Contra Costa County Health Department** (925) 646-6014  
**San Mateo County Agricultural Commission** (650) 363-4700  
**San Mateo County Health Department** (650) 573-2582  
**Structural Pest Control Board** (800) 737-8188  
 2005 Evergreen Street Ste. #1500, Sacramento, CA 95815-3831

"Local treatment is not intended to be an entire structure treatment method. If infestations of wood-destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated".

**NOTE:** Unless stated otherwise, HomeGuard Incorporated bids include texturing and priming repaired areas. We will cover repaired sheetrock and wood with one coat of white primer for the contracted amount. The repaired area can be painted in a finished color at an additional charge if the owner supplies the paint. Please inquire about this service when scheduling the work. Any texturing will vary from the original texture however we will match as close as possible. All painting will be on the area repaired only. On exterior surfaces texturing and painting will only be done when the weather permits.

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NOTE: If damage is found to extend into any inaccessible areas a supplemental report will be issued listing additional findings, recommendations and bids.

NOTE: Should the further inspection items noted in this report not be performed, HomeGuard Incorporated will assume no liability for any infestations or infection which may be concealed in these areas.

NOTE: HomeGuard Incorporated recommends that all desired further inspection items be performed prior to any treatments being performed.

NOTE: HomeGuard Incorporated assumes no liability for, nor do we guarantee work performed by others. All guarantees, warranties, and permits if required should be obtained from the parties performing the repairs.

NOTE: Due to the building materials used on this structure, it may be difficult to match the existing mill patterns and materials used in the original construction. HomeGuard Incorporated will replace damaged wood members with material that resembles the existing wood members with standard grade readily available wood members. IF MATCHING THE EXISTING WOOD MEMBERS IS DESIRED IT IS THE OWNERS RESPONSIBILITY TO NOTIFY HOMEGUARD INCORPORATED SO THAT ADDITIONAL COST ASSOCIATED WITH MATCHING CAN BE CALCULATED INTO OUR BID.

NOTE: Please be aware that current law dictates that homes constructed prior to 1978 require a company performing the repairs be a Lead Certified Renovation Firm with Certified Renovators. HomeGuard Incorporated is a Lead Certified Renovation Firm, certification number NAT-64235-2 and when required will follow all lead safe work practices as prescribed by the United States Environmental Protection Agency.

NOTE: Thank you for choosing HomeGuard Incorporated to perform your inspections. If you have any questions regarding this report, please e-mail Mark N. Chun Yom myom@homeguard.com. Please bear in mind that the inspectors have full schedules during the day and will make every effort to make contact with you when he is available.

If you require further assistance or wish to schedule work as recommended in this report, please feel free to contact our office. We are here to assist you!



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## Report Pictures:

Pictures are provided to assist in clarifying some of the findings made in this report. No relative importance should be placed on these pictures. There are likely to be significant comments that do not have pictures associated with them. The pictures in this report do not illustrate all of the damage associated with a particular item. Please read the report thoroughly and contact the inspector if you have any specific questions.



Picture 1



Picture 2



Picture 3



Picture 4



Picture 5



Picture 6

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Picture 7

# PLEASE BE SURE TO SIGN AND SEND ALL PAGES



**AUTHORIZATION AGREEMENT**  
111 Elmwood Court, San Bruno - Report No. 412552

**To schedule work, email or fax this signed Authorization Agreement, or call directly:**

**email: HGrepairs@HomeGuard.com**

**Fax: (408) 280-2763**

**Direct: (855) 331-1900**

**Items to be performed:** \_\_\_\_\_

**Total Price \$** \_\_\_\_\_

For the total sum listed above, HomeGuard Incorporated is authorized to proceed with the work described in the above listed item(s) of their termite report no. 412552 for the property located at 111 Elmwood Court, San Bruno. This amount will be due and payable upon completion of work. It is understood that the contract price does not include the charge of the structural pest control inspection report or re-inspection fees.

**HOMEGUARD INCORPORATED AGREES:**

1. To guarantee all repairs completed by this company for one year from the date of completion except for plumbing, grouting, caulking, and resetting of toilets, which will be guaranteed for 30 days.
2. To be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days.
3. To use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any, plant life, rain gutters, roofs; nor for damage or dirtying of stucco, plaster, paint, wall paper or other "finish-work" adjacent to areas where work is performed.
4. To replace damaged wood members with material which resembles, as closely as possible, the existing wood members with standard grade, readily available wood members.

**OWNER OR OWNER'S AGENT AGREES:**

1. To pay for services rendered upon completion of work. This contract may be canceled at any time by the customer. In the event of such action, customer agrees to pay HomeGuard Incorporated in full for all items already completed, and time and material for all items only partially completed. Time and material is calculated at the rate of one hundred and twenty-five dollars per man-hour and the cost of materials plus 25%. The customer also agrees that in the case of cancelation of the contract prior to starting the job, to pay all costs that have been incurred by Homeguard, such as permits, materials and any other associated costs. In the case of non-payment by owner, reasonable attorney fees and costs of collection shall be paid by the owner whether suit be filed or not.
2. To pay for service charge of 1.5 percent per month or portion of any month beyond 30 days after completion.
3. Owner grants HomeGuard Incorporated, a security interest in the above described real property to secure payment of the sum for work and inspeciton fee completed.
4. If additional damage is discovered by HomeGuard Incorporated, during the performance of work, company agrees to notify owner or agent of the amount of the damage and the cost of additional work to be done. This work will not be performed unless owner agrees.
5. If any additional work, plans or engineering is deemed necessary by the local building inspector, said work will not be performed without additional authorization from owner or owner's agent.
6. All plumbing repairs bid in this report are for only the specific repair that is identified. Many times when performing plumbing repairs it becomes necessary to repair or replace adjacent plumbing because of the age or fragility of these components. When this happens the owner or agent will be notified and said repairs will require additional cost and authorization.



## AUTHORIZATION AGREEMENT

111 Elmwood Court, San Bruno - Report No. 412552

**To schedule work, email or fax this signed Authorization Agreement, or call directly:**

**email: [HGregairs@HomeGuard.com](mailto:HGregairs@HomeGuard.com)**

**Fax: (408) 280-2763**

**Direct: (855) 331-1900**

### NOTICE TO OWNER

"Under the California Mechanics Lien Law any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid."

This job has been bid as if all section one items are being performed. If the owner would like to select individual items, it may require HomeGuard Incorporated to provide a new price for these items. The minimum service charge is \$225 regardless of the price on the individual item.

**Section 1:**

<u>1A</u>	<u>\$1,300</u>	<u>1B</u>	<u>\$1,640</u>	<u>1C</u>	<u>\$950</u>	<u>1D</u>	<u>\$1,600</u>	<u>1E</u>	<u>\$250</u>	<u>1F</u>	<u>\$950</u>	<u>1G</u>	<u>\$125</u>
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**Section 1 \$6,815**

**Section 2:**

<u>2A</u>	<u>Owner</u>	<u>2B</u>	<u>Owner</u>	<u>2C</u>	<u>\$125</u>	<u>2D</u>	<u>\$150</u>	<u>2E</u>	<u>\$50</u>	<u>2F</u>	<u>\$100</u>	<b>Section 2 <u>\$425</u></b>
												<b>Plus non-bid items.</b>

### NOTICE

"The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept HomeGuard Incorporated's bid or you may contract directly with another registered company licensed to perform the work.

If you choose to contract directly with another registered company, HomeGuard Incorporated will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform."



**AUTHORIZATION AGREEMENT**  
111 Elmwood Court, San Bruno - Report No. 412552

To schedule work, email or fax this signed Authorization Agreement, or call directly:  
email: HGrepairs@HomeGuard.com Fax: (408) 280-2763 Direct: (855) 331-1900

**BINDING ARBITRATION PROVISION**

Any controversy or claim arising out of or relating to the inspection performed by HomeGuard Incorporated shall be settled by final and binding arbitration filed by the aggrieved party with and administered by the American Arbitration Association (hereafter referred to as "AAA") in accordance with its Construction Arbitration Rules in effect at the time the claim is filed. The Rules, information and forms of the AAA may be obtained and all claims shall be filed at any office of the AAA or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: 212-716-5800, Fax: 212-716-5905, Website: http://www.adr.org/. The arbitration of all disputes shall be decided by a neutral arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Any such arbitration will be conducted in the city nearest to the property that was inspected by HomeGuard Incorporated having an AAA regional office. Each party shall bear its own costs and expenses and an equal share of the administrative and arbitrators' fees of arbitration. This arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY AND ALL DISPUTES DECIDED THROUGH ARBITRATION. BY SIGNING THIS AGREEMENT, THE PARTIES ARE GIVING UP ANY RIGHT THEY MIGHT HAVE TO SUE EACH OTHER.

OWNER OR OWNERS AGENT DATE BY: \_\_\_\_\_, HomeGuard Incorporated

X \_\_\_\_\_ ESCROW OFFICER: \_\_\_\_\_

Print Name \_\_\_\_\_ ESCROW PHONE NO: \_\_\_\_\_

Phone No \_\_\_\_\_ ESCROW CO/NO: \_\_\_\_\_

email \_\_\_\_\_

Name of person providing access \_\_\_\_\_ Phone Number \_\_\_\_\_

IS UPGRADING OR CHOICE OF LINOLEUM OR TILE DESIRED? Yes\_\_\_ No\_\_\_

\*\*\*If there is no choice, neutral colors will be installed there may be additional charges for special materials chosen\*\*

Upgrades (if requested) List each upgrade separately:

\_\_\_\_\_ estimated cost: \_\_\_\_\_ initials: \_\_\_\_\_  
\_\_\_\_\_ estimated cost: \_\_\_\_\_ initials: \_\_\_\_\_  
\_\_\_\_\_ estimated cost: \_\_\_\_\_ initials: \_\_\_\_\_  
\_\_\_\_\_ estimated cost: \_\_\_\_\_ initials: \_\_\_\_\_  
\_\_\_\_\_ estimated cost: \_\_\_\_\_ initials: \_\_\_\_\_

I authorize HomeGuard, Incorporated to complete the above listed upgrades. I also agree to pay for these upgrades upon completion of the repairs.

Signature \_\_\_\_\_

**PLEASE BE SURE TO SIGN AND SEND ALL PAGES**

Invoice Date: **4/12/2017****Invoice**Invoice No: **LIV472835T****Bill To:**

**Karen Tam**  
**North American Title**  
**1 Daniel Burnham Court #262C**  
**San Francisco CA 94109**

**Property Information:**

Address: **111 Elmwood Court**  
**San Bruno CA, 94066**  
 Report No. **412552TPR**  
 Escrow#: **1496945**

**Billing Information:**

Inspection: <b>4/12/2017 Limited</b>	<b>\$345.00</b>
Notice of Completion:	<b>\$0.00</b>
Other:	<b>\$0.00</b>
<b>Total Due:</b>	<b>\$345.00</b>

**DUE UPON RECEIPT**

Please remit to 510 Madera Ave., San Jose, CA 95112

*There is a \$25 fee for all returned checks*

DocuSigned by:

Vijendra Prasad

DD316EE1FA69463...

9/14/2017

DocuSigned by:

Arun Prasad

DD316EE1FA69463...

9/14/2017



## Roof Inspection Report



**111 Elmwood Court, San Bruno**

**Ordered by: Fiona Santos**  
Hastings Realty Group  
1641 El Camino Real #100  
Millbrae, CA 94030

**Inspected by:**  
April 14, 2017

  
Ernest Rodriguez

**SCOPE OF THE INSPECTION:**

The roof of the dwelling at the above property has been inspected by a qualified inspector employed by HomeGuard Incorporated. The professional opinion of the inspector contained in this report is solely an opinion and does not constitute a warranty or guarantee. The inspector has inspected all exterior roof components and documented in general terms the type of roof, its intended life and overall condition at the time of this inspection. Where accessible, HomeGuard Incorporated has noted all conditions that may compromise any inspected roof component's ability to shed water and/or realize its intended life. Verification of actual roof performance and/or troubleshooting of existing conditions, such as water testing, are NOT included in the scope of our inspection unless specifically requested and mentioned in our report. This inspection should not be considered a guarantee of actual roof performance, as performance is contingent upon the condition of internal system components not accessible to our inspector. This roof was not inspected for conformance to local building codes. The inspector has not inspected the attic area nor did the inspector perform a visual interior inspection looking for past or present roof performance issues. All present and prior disclosures along with other inspection reports should be reviewed and addressed prior to the close of escrow.

**GENERAL DESCRIPTION:**

Unless specifically mentioned in this report, the following are NOT included in this report: decks, balconies, detached structures, patio covers, out buildings, sheds and bonus rooms. The inspected structure is a two story single family residence. The roof is a double laminated asphalt composition shingle, grey in color, the number of roof layers is unknown. There is an attached with a capsheet porch roof. The typical life expectancy of this roofing material is 15 to 20 years on the capsheet and 25 to 30 years on the double laminated asphalt roof. The pitch of the roof appears to be 1:12 to 2:12. The overall condition of the roof is fair on the double laminated asphalt roof and poor on the capsheet. The estimated remaining serviceable life of the roof is 10+ years. NOTE: HomeGuard does not warrant the performance of any roof application where the slope is less is 3:12 (3 inch rise per 12 inch span) or less; furthermore, HomeGuard Inc. does not verify the substraight for proper slope and/or adequate drainage.

**FINDINGS:**

1. Roof picture. (See Photo 1)
2. The sun tunnel(s) and vent flashing are not properly integrated into the roofing system, the water shedding ability of this area cannot be guaranteed. (See Photo 2) (See Photo 3) (See Photo 7) (See Photo 8)

**RECOMMENDATION:**

Properly integrate the sun tunnel(s) and vent flashing into the roof system, where needed to ensure a water impermeable condition.

3. A dish has been installed directly onto the roof surface. The fasteners used to secure this item are not water impermeable and must be sealed. (See Photo 4)

**RECOMMENDATION:**

Seal all penetrations at the dish, where needed to ensure a watertight condition.

4. There are damaged and overexposed shingles in the field. (See Photo 5) (See Photo 6) (See Photo 11) (See Photo 14)

**RECOMMENDATION:**

Replace and/or repair all damaged and overexposed shingles in the field, where needed to ensure a watertight condition.

5. There are areas of the roof surface that have been sealed with mastic. The mastic is showing signs of wear and tear and must be resealed. Mastic is usually used around skylights, pipe vents, corner seams and other penetrations to help ensure a watertight seal. The typical serviceable life of mastic before it begins to crack is 3 to 5 years. (See Photo 5)



**RECOMMENDATION:**

Apply new coat of mastic at areas of the roof that have been previously sealed with mastic or where needed to ensure a watertight seal.

6. The roofing membrane at mostly all areas show excessive wear & tear and appears vulnerable leakage. (See Photo 9) (See Photo 10)

**RECOMMENDATION:**

Repair the roof membrane at the areas we deem necessary to ensure a water-tight condition.

7. There are exposed fasteners in the field that may leak if not sealed. (See Photo 11) (See Photo 13)

**RECOMMENDATION:**

Seal any exposed fasteners in the field.

8. The roof to wall flashing is not flashed properly and appears vulnerable to leakage. (See Photo 12)

**RECOMMENDATION:**

Re-flash the roof to wall flashing.

9. A tree is overhanging the roof's surface. Under windy conditions the branches will rub against the roof causing subsequent damage to the roof surface. To prevent premature roof wear, owner is to trim away all tree branches that can potentially rub against the surface of the roof. (See Photo 15)

10. Debris was noted to be collecting in the rain gutter system. For gutter maintenance and function, interested parties are advised to contact someone in this line of work for recommendations. (See Photo 15)

11. The rear shed area has an inappropriate type of roofing material for the pitch (slope). The roof material was not designed for the application in which it is used and is considered substandard. HomeGuard cannot guarantee the future performance of this roof covering. (See Photo 16)

12. Previous repairs have been performed to the roofing system at the front area and appear to be functional. The performance of these repairs were not verified. Interested parties should consult the owner for an explanation of noted repair(s). (See Photo 22)

13. Water stains and damage were noted at the patio sheathing. The stain(s) and damage do appear to be related to the current roof system and are likely related to a condition with item 14. (See Photo 23) (See Photo 24)

14. Regarding the capsheet roof: The roof appears vulnerable to leakage and is beyond practical repair. (See Photo 17) (See Photo 18) (See Photo 19) (See Photo 20) (See Photo 21)

**SUMMARY:**

The cost to service item(s) 2 to 8 is \$2,500.00. Work is what we deem necessary to ensure a watertight condition and is not intended to correct all material and/or application flaws. For maintenance and/or warranty information, interested parties are advised to contact the original contractor and/or the manufacture. Upon request, a supplemental bid will be issued to service finding(s) 13 and 14.

## Report Photographs

The photographs in this report do not necessarily illustrate all of the damage in any particular finding. Also, not all problem areas will be supported by photographs. Please contact HomeGuard if you have any questions.



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16



Photo 17

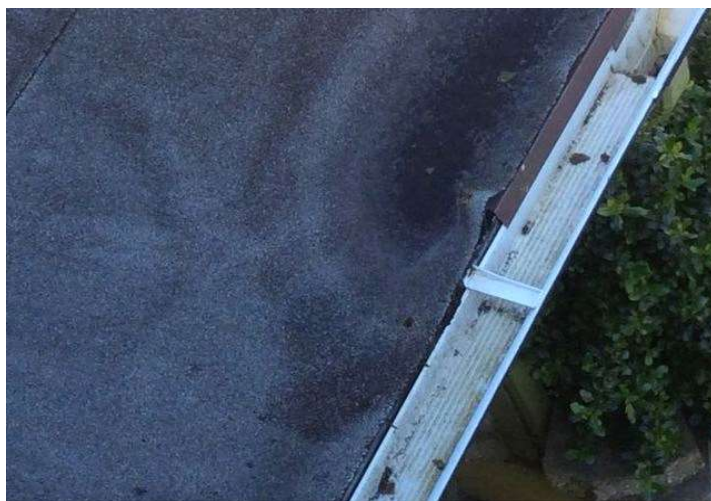


Photo 18



Photo 19



Photo 20



Photo 21



Photo 22



Photo 23



Photo 24

# AUTHORIZATION AGREEMENT

111 Elmwood Court, San Bruno

To schedule work, email or fax this signed Authorization Agreement, or call directly:

email: hgrepairs@homeguard.com

Fax: (925) 294-1818

Direct: (855) 331-1900

HomeGuard Incorporated is authorized to proceed with the work outlined in the recommendations of the roof report no. 412552 for the property located at 111 Elmwood Court, San Bruno. The amount due will be payable upon completion of work. It is understood that the contract price does not include the charge of the inspection report or re-inspection fees. Inspection number 412552 is attached hereto and incorporated herein:

## HOME GUARD INCORPORATED AGREES:

1. To perform all repairs in a workmanlike manner. We assume no responsibility for work performed by others.
2. To be bound to perform this work for the price quoted above for a period of 30 days.
3. To use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any shrubs or other life.

## OWNER OR OWNER'S AGENT AGREE:

1. To pay for services rendered including any additional services requested, upon completion of work.
2. To pay a service charge of 1.5 percent per month or portion of any month beyond 30 days after completion.
3. To grant HomeGuard Incorporated a security interest in the above described real property to secure payment of the sum for work and/or inspection(s) completed.
4. Not to hold HomeGuard Incorporated responsible for any acts of God.

## BOTH PARTIES AGREE:

1. If additional damage is discovered by HomeGuard Incorporated during the performance of work, the company agrees to notify the owner or owner's agent of the amount of the damage and the cost to perform the additional work. This work will be performed upon written authorization.
2. If any additional work is deemed necessary by the local building inspector, said work will not be performed without additional authorization from the owner or owner's agent.

## NOTICE TO OWNER - LICENSING

"Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

"State law requires anyone who contracts to do construction work to be licensed by the Contractors State License Board in the license category in which the contractor is going to be working—if the total price of the job is \$500 or more (including labor and materials).

"Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors State License Board may be unable to assist you with a complaint. Your only remedy against an unlicensed contractor may be in civil court, and you may be liable for damages arising out of any injuries to the contractor or his or her employees.

"You may contact the Contractors State License Board to find out if this contractor has a valid license. The Board has complete information on the history of licensed contractors, including any possible suspensions, revocations, judgments, and citations. The Board has offices throughout California. Please check the government pages of the White Pages for the office nearest you or call 1-800-321-CSLB for more information."

## NOTICE TO OWNER - MECHANICS LIEN

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid. To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

# AUTHORIZATION AGREEMENT

111 Elmwood Court, San Bruno

To schedule work, email or fax this signed Authorization Agreement, or call directly:

email: hgrepairs@homeguard.com

Fax: (925) 294-1818

Direct: (855) 331-1900

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete. To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property."

## NOTICE TO OWNER - LIMITED LEAK-FREE WARRANTY

HomeGuard warrants roof components, designed as such, to be free of readily apparent defects. If leakage should occur due to a readily apparent defect, HomeGuard will repair the covered roof components at no charge within thirty (30) days of notification. The exceptions and exclusions from the terms of this warranty are as follows:

1. HomeGuard Incorporated is not responsible for any interior or exterior damage caused by any leak that may develop.
2. HomeGuard Incorporated is not responsible for removal of standing water after roof work has been completed.
3. HomeGuard Incorporated is not responsible for leaks caused by vandalism, work performed by others, or acts of God.
4. HomeGuard Incorporated is not responsible for leaks caused by accumulated debris on the roof.
5. HomeGuard Incorporated is not responsible for leaks in gutter systems, sidewalls or roof area under solar systems unless specifically warranted in the repair contract.
6. HomeGuard Incorporated is not responsible for leaks that are the result of inadequate protection caused by the original manufacturer's specifications.

At no time does HomeGuard Inc. warrant the performance and/or condition of the following: proprietary roofing systems, metal/metallic roofing systems, deck coatings, corrugated roof covers, patio covers, patio decks, internal roof components, tar and gravel roofs, exterior structural components, or roof slopes under 2:12.

Claims under this warranty must be reported to HomeGuard Incorporated within three (3) days of the discovery of the leak.

# AUTHORIZATION AGREEMENT

111 Elmwood Court, San Bruno

To schedule work, email or fax this signed Authorization Agreement, or call directly:

email: hgrepairs@homeguard.com Fax: (925) 294-1818 Direct: (855) 331-1900

The minimum service charge for any work is \$250. HomeGuard Incorporated will certify the repaired roof section(s) mentioned below to be leak-free for a period of 1 year after the corrective repairs noted below have been performed by HomeGuard.

**Corrective items:**

**\$2,500.00**

**Items 2, 3, 4, 5, 6, 7, 8**

### **BINDING ARBITRATION PROVISION**

Any controversy or claim arising out of or relating to the inspection performed by HomeGuard Incorporated shall be settled by final and binding arbitration filed by the aggrieved party with and administered by the American Arbitration Association (hereafter referred to as "AAA") in accordance with its Construction Arbitration Rules in effect at the time the claim is filed. The Rules, information and forms of the AAA may be obtained and all claims shall be filed at any office of the AAA or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: 212-716-5800, Fax: 212-716-5905, Website: <http://www.adr.org/>. The arbitration of all disputes shall be decided by a neutral arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Any such arbitration will be conducted in the city nearest to the property that was inspected by HomeGuard Incorporated having an AAA regional office. Each party shall bear its own costs and expenses and an equal share of the administrative and arbitrators' fees of arbitration. This arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY AND ALL DISPUTES DECIDED THROUGH ARBITRATION. BY SIGNING THIS AGREEMENT, THE PARTIES ARE GIVING UP ANY RIGHT THEY MIGHT HAVE TO SUE EACH OTHER.

**OWNER OR OWNERS AGENT                      DATE                      BY: \_\_\_\_\_, HomeGuard Incorporated**

**X \_\_\_\_\_ ESCROW OFFICER: \_\_\_\_\_**

**Print Name \_\_\_\_\_ ESCROW PHONE NO: \_\_\_\_\_**

**X \_\_\_\_\_ ESCROW CO/NO: \_\_\_\_\_**

**Print Name \_\_\_\_\_**

Name of person providing access \_\_\_\_\_ Phone Number \_\_\_\_\_

***PLEASE BE SURE TO SIGN AND SEND ALL PAGES***





Invoice Date: **4/14/2017**

Invoice No: **LIV473714R**

**Invoice**

<b>Bill To:</b>	
Karen Tam North American Title 1 Daniel Burnham Court #262C San Francisco CA 94109	
<b>Property Information:</b>	
Address:	111 Elmwood Court San Bruno CA, 94066
Report No.	412552
Escrow No.	1496945
<b>Billing Information:</b>	
Inspection:	4/14/2017 Complete <b>\$0.00</b>
Notice of Completion:	<b>\$0.00</b>
Other:	<b>\$0.00</b>
Total Due:	<b>\$0.00</b>

***DUE UPON RECEIPT - Please remit to: 510 Madera Ave., San Jose, CA 95112  
There is a \$25 fee for all returned checks.***

DocuSigned by:  
Vijendra Prasad

DocuSigned by:  
Arun Prasad

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DD316EE1FA69463...

10/11/2017

10/11/2017




## Home Inspection Report



**111 Elmwood Court, San Bruno**

**Ordered by: Fiona Santos**  
**Hastings Realty Group**  
**1641 El Camino Real #100**  
**Millbrae, CA 94030**

**Inspected by:**   
**Johnny Saechao**  
**September 26, 2017**

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# Report Overview

## A GENERAL DESCRIPTION OF THE STRUCTURE

This is an average quality two story single family residence. Approximately 59 years old. Ongoing maintenance is required and improvements to the systems of the home will be needed over time. The improvements that are recommended in this report are not considered unusual for a home of this age and location. Please remember that there is no such thing as a perfect home.

### WEATHER CONDITIONS

Dry weather conditions prevailed at the time of the inspection.

## ! - IMMEDIATE RECOMMENDED IMPROVEMENTS

The following is a synopsis of the potentially significant improvements that should be budgeted for over the short term. Other significant improvements, outside the scope of this inspection, may also be necessary. Please refer to the body of this report for further details on these and other recommendations. No relative importance should be placed on the photographs provided in this report. The photographs in this report do not necessarily illustrate all of the damage in any particular finding. Also, not all problem areas will be supported by photographs. If more than one photograph is available for a particular item, additional photographs can be found at the end of the report in the section entitled 'Photographs'. Please contact HomeGuard if you have any questions.

### Roofing

1. Damaged gutters at the right exterior should be repaired or replaced. (See Photo 6)



Photo 6

2. Missing downspouts at the right exterior gutters should be replaced as necessary. (See Photo 7)



Photo 7

### Exterior

3. The main garage door jamb and/or trim shows evidence of water damage. We recommend the services of a licensed general contractor and/or structural pest control company regarding repairs. (See Photo 3)



Photo 3

**Exterior**

4. The deck, patio or porch railing is loose at the rear deck. It is recommended that this be repaired for improved safety. (See Photo 5)



Photo 5

5. The front exterior retaining wall shows evidence of significant movement and/or cracks. It is not within the scope of our expertise to determine when rebuilding will become necessary. Further evaluation of this condition by the appropriate tradesperson is recommended. (See Illustration 4B) (See Photo 2)



Photo 2

6. The wood fencing at the left exterior of the property is in need of repairs. (See Photo 4)

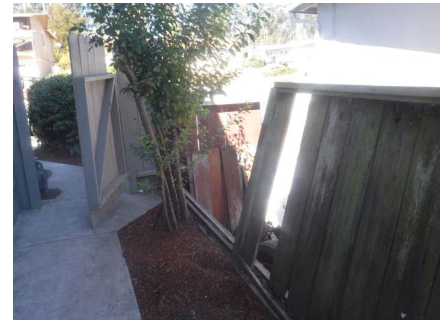


Photo 4

7. Water damage was observed to the rafters at various areas. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 1)



Photo 1

8. The fence is in satisfactory condition, however one or more of the fence posts are loose at the right exterior. We recommend all loose, damaged or deteriorated post be reinforced or replaced as necessary. (See Photo 8)

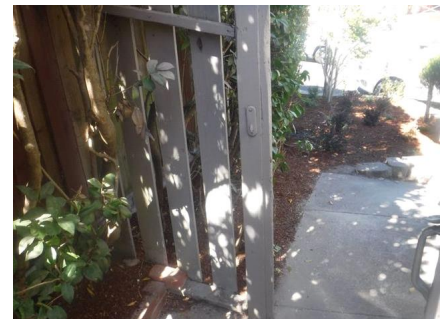


Photo 8

**Electrical**

9. The main electric panel cover plate sometimes called the "Dead Front" is missing. It should be replaced. (See Photo 9)



Photo 9

10. One or more garage switch cover plates are missing. We recommend all missing covers be replaced (See Photo 11)



Photo 11

11. Exposed electrical connections or open junction box in the garage should be corrected. All electrical connections should be made inside approved junction boxes fitted with cover plates. (See Photo 10)



Photo 10

**Plumbing**

12. The kitchen sink faucet hot and cold water controls are reversed. Reversed hot and cold water can result in hot water burns. We recommend that this condition be corrected. (See Photo 14)



Photo 14

**Interior**

13. The doors at the downstairs bedrooms swing out over a step. This can be a potential hazard. We recommend that either the door be made to swing inward or that a 3'x3' landing be installed where the door swings out. The door may also be modified to swing in the other direction where there is no step. (See Photo 12)



Photo 12

14. Construction in progress prevented inspection of the upstairs hall bathroom. Completion of repairs is recommended. We suggest reviews of plans and/or permits with the owner and/or the local building official for information regarding this work. Interested parties are also advised to test the operation of this area after the completion of repairs (See Photo 15)



Photo 15

15. There is no railing where needed at the interior. For improved safety, it is recommended that appropriate railing be installed. (See Photo 13)



Photo 13

## The Scope of the Inspection

All components designated for inspection in the ASHI standards of practice are inspected, except as may be noted in the "Limitations" section within the report. This inspection will not disclose compliance with regulatory requirements (codes, regulation laws, ordinances, etc.)

This inspection is visual only. Only a representative sample of the building and system components was viewed. No destructive testing or dismantling of building components was performed. The strength, adequacy, effectiveness, or efficiency of any system or components was not determined. Not all recommended improvements will be identified in this inspection. Unexpected repairs should still be anticipated. This inspection should not be considered a guarantee or warranty of any kind. The purpose of our inspection is to provide a general overview of the structure reflecting the conditions present at the time of this inspection. The inspection is performed by visual means only, reflecting only the opinions of the inspector. Nothing in the report, and no opinion of the inspector, should be construed as advice to purchase, or to not purchase, the property. It is the goal of this inspection to put the buyer in a better position to make a buying decision

Our inspection does not address, and is not intended to address, the possible presence of hazardous plants or animals or danger from known and unknown environmental pollutants such as, but not limited to, asbestos, mold, radon gas, lead, urea formaldehyde, underground storage tanks, soil contamination and other indoor and outdoor substances, water contamination, toxic or flammable chemicals, water or airborne related illness or disease, and all other similar or potentially harmful substances and conditions. This property was not inspected for the presence or absence of health related molds or fungi. We are neither qualified, authorized nor licensed to inspect for health related molds or fungi. If you desire information about the presence or absence health related molds, you should contact the appropriate specialist. Be aware that many materials used in building construction may potentially contain hazardous substances. Furthermore, other environmental concerns may exist elsewhere. An environmental specialist should be contacted if additional information is desired about these issues.

PLEASE NOTE: Important disclosure information and other inspection reports may exist. All present and prior disclosures along with other inspection reports should be reviewed and any adverse conditions and/or concerns that may not be mentioned in our report should be addressed prior to the close of escrow. Furthermore, there may be conditions known by the seller that have not been disclosed to us.

Pictures are provided to assist in clarifying some of the findings made in the report. No relative importance should be placed on these pictures. There are likely to be significant comments that do not have pictures associated with them. Please read the report thoroughly.

Sections of this building appear to have been remodeled. We recommend consultation with the owner or local municipality to determine whether the necessary permits were obtained, inspections performed and final signatures received.

### **BINDING ARBITRATION PROVISION**

Any controversy or claim arising out of or relating to the inspection performed by HomeGuard Incorporated shall be settled by final and binding arbitration filed by the aggrieved party with and administered by the American Arbitration Association (hereafter referred to as "AAA") in accordance with its Construction Arbitration Rules in effect at the time the claim is filed. The Rules, information and forms of the AAA may be obtained and all claims shall be filed at any office of the AAA or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: 212-716-5800, Fax: 212-716-5905, Website: <http://www.adr.org/>. The arbitration of all disputes shall be decided by a neutral arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Any such arbitration will be conducted in the city nearest to the property that was inspected by HomeGuard Incorporated having an AAA regional office. Each party shall bear its own costs and expenses and an equal share of the administrative and arbitrators' fees of arbitration. This arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY AND ALL DISPUTES DECIDED THROUGH ARBITRATION. BY SIGNING THIS AGREEMENT, THE PARTIES ARE GIVING UP ANY RIGHT THEY MIGHT HAVE TO SUE EACH OTHER.



# Structure

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**ITEM DESCRIPTIONS:**

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<b>Wall/Foundation Structure</b>	• Wood Frame
<b>Attic Access Location</b>	• Hallway • Attic Method Of Inspection: From the Access
<b>Ceiling Structure</b>	• Joist
<b>Roof Structure</b>	• Rafters
<b>Roof Sheathing</b>	• Solid Plank
<b>Crawl Space Access</b>	• None (Slab)
<b>Foundation</b>	• Slab on grade

---

**COMMENTS:**

Due to the design of this building foundation anchor bolts were concealed from view.

**RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.**

1. The garage floor slab has typical cracks. This is usually the result of shrinkage and/or settling of the slab. No further recommendations are given.

**LIMITATIONS:**

This is a visual inspection to the accessible areas only. Assessing the structural integrity of a building is beyond the scope of a typical inspection. A certified professional engineer is recommended where there are structural concerns about the building.

- Structural components concealed behind finished surfaces could not be inspected.
- Only a representative sampling of visible structural components was inspected.
- Furniture and/or storage restricted access to some of the structural components.
- The attic was viewed from the attic access hatch only due to insulation covering the wood members. If further inspection of this area is desired catwalks or planks will need to be installed over the exposed ceiling joists. When access has been provided we will return and further inspect this area.
- Insulation within the roof attic cavity obstructed a view of structural members.

# Roofing

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## ITEM DESCRIPTIONS:

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Roof	• Composition shingle • Method of inspection: From The Ground.
Chimney	• Masonry • Method of inspection: From The Ground.
Gutters and Downspouts	• Metal • Downspouts Discharge Location: Below Grade.

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## COMMENTS:

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We recommend reviewing a roof inspection report performed by a licensed roof inspector on this structure. The roof covering is considered to be in fair condition.

## RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

- ! 1. Damaged gutters at the right exterior should be repaired or replaced. (See Photo 6)
- ! 2. Missing downspouts at the right exterior gutters should be replaced as necessary. (See Photo 7)
- 3. The roof was inspected from the ground level only. Most of the roof could not be reached without jeopardizing the safety of the inspector or the integrity of the roof material. Our comments are based only upon a limited visual inspection. For further evaluation of the condition of the roof we recommend you consult a licensed roofing contractor.

## MAINTENANCE ITEMS & GENERAL INFORMATION

- 4. Underground drainage has been provided for the gutter downspout system. Because we are unable to view the underground drainage system, we suggest verification by the seller that adequate installation has been performed and proper drainage has been provided.

## LIMITATIONS:

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This is a visual inspection to the accessible areas only. Roofing life expectancies can vary depending on several factors. Any estimates on remaining life are approximations only. This assessment of the roof does not preclude the possibility of leakage. Leakage can develop at any time and may depend on rain intensity, wind direction, ice build up, etc.

- The roof was inspected from ground level only.

# Exterior

## ITEM DESCRIPTIONS:

Lot Topography	• Steep slope
Driveway	• Concrete
Walkway & Sidewalks	• Concrete
Retaining Walls/Abutments	• Concrete • Bricks
Fencing/Gates	• Wood
Steps, Porch/Deck	• Tile
Fascia, Eaves and Rafters	• Wood • Open Rafters
Exterior Walls	• Wood Siding • Stucco • Vinyl
Windows	• Metal
Doors	• Wood • Sliding Glass
Main Garage	• Attached
Main Garage Door/Opener	• Wood • Automatic Opener Installed

## COMMENTS:

The exterior of the home shows signs of normal wear and tear for a home of this age and construction.

The auto reverse mechanism on the overhead garage door responded properly to testing. This is an important safety feature that should be tested regularly. Refer to the owner's manual or contact the manufacturer for more information.

There is a serious risk of injury, particularly to children, if this feature is not working properly. Information on garage door openers is available from the Consumer Product Safety Commission at [www.cpsc.gov](http://www.cpsc.gov).

## RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

- ! 1. The main garage door jamb and/or trim shows evidence of water damage. We recommend the services of a licensed general contractor and/or structural pest control company regarding repairs. (See Photo 3)
- ! 2. The deck, patio or porch railing is loose at the rear deck. It is recommended that this be repaired for improved safety. (See Photo 5)
- ! 3. The front exterior retaining wall shows evidence of significant movement and/or cracks. It is not within the scope of our expertise to determine when rebuilding will become necessary. Further evaluation of this condition by the appropriate tradesperson is recommended. (See Illustration 4B) (See Photo 2)
- ! 4. The wood fencing at the left exterior of the property is in need of repairs. (See Photo 4)
- ! 5. Water damage was observed to the rafters at various areas. We recommend the services of a licensed general contractor and/or structural pest control company. (See Photo 1)
- ! 6. The fence is in satisfactory condition, however one or more of the fence posts are loose at the right exterior. We recommend all loose, damaged or deteriorated post be reinforced or replaced as necessary. (See Photo 8)
7. The window screens were missing. The owner should be consulted regarding any screens that may be in storage. If no screens are in storage we recommend replacement of the missing screens.
8. The screen for the sliding glass door is missing. The owner should be consulted regarding any screens that may be in storage. We recommend that it be replaced.
9. The driveway shows evidence of minor cracking. The cracks could be sealed for a better appearance and to prevent moisture intrusion.
10. The walkway shows evidence of minor cracking. The cracks could be sealed for a better appearance and to prevent moisture intrusion.
11. The gate and/or latch mechanism at the left exterior needs repair and/or adjustment to keep from rubbing and to assist in smoother function.
12. There are some larger than normal sized cracks in the driveway. The cracks could be sealed for a better appearance and to prevent moisture intrusion.
13. Minor cracked or loose tiles and/or missing grout were noted at the patio/porch. These cracked tiles can be sealed or replaced for cosmetic considerations.

## MAINTENANCE ITEMS & GENERAL INFORMATION

14. This home was constructed without the use of a weep screed at the base of the stucco. Although this was an accepted construction method it can allow condensation to build up and not drain properly. For further information we recommend appropriate trades be consulted

**LIMITATIONS:**

This is a visual inspection to the accessible areas only.

- A representative sample of exterior components was inspected.
- The inspection does not include an assessment of geological conditions, site stability and property surface drainage runoff.
- Interior finishes (floors, walls, ceilings) and/or insulation restricted the inspection of the garage.

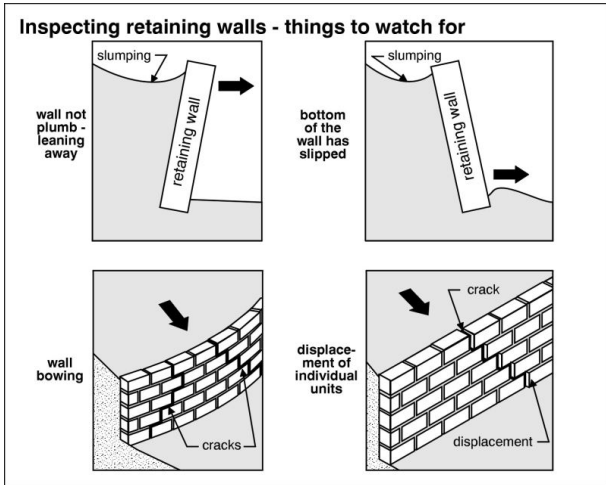


Illustration 4B

# Electrical

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## ITEM DESCRIPTIONS:

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<b>Service</b>	• 120/240 volt main service
<b>Service Entrance</b>	• Overhead Service Wires
<b>Service Ground</b>	• Copper Ground Wire
<b>Main disconnect</b>	• Breakers • Main Service Rating (Amps): 100
<b>Main Distribution Panel</b>	• Breakers • Panel Rating (Amps): 100 • Exterior Side
<b>Branch/Auxillary Panel</b>	• Breakers • Panel Rating (Amps): 100 • Bedroom
<b>Distribution Wiring</b>	• Copper Wire
<b>Outlets</b>	• Grounded
<b>Ground Fault Circuit Interrupters</b>	• Exterior • Bathroom • Garage • Kitchen

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## COMMENTS:

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The size of the electrical service is sufficient for typical single family needs.

The distribution of electricity within the home is good.

The 3-prong outlets that were tested were appropriately grounded.

Dedicated 240 volt circuits have been provided for all 240 volt appliances within the home.

## RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

- ! 1. The main electric panel cover plate sometimes called the "Dead Front" is missing. It should be replaced. (See Photo 9)
- ! 2. One or more garage switch cover plates are missing. We recommend all missing covers be replaced (See Photo 11)
- ! 3. Exposed electrical connections or open junction box in the garage should be corrected. All electrical connections should be made inside approved junction boxes fitted with cover plates. (See Photo 10)

## LIMITATIONS:

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This is a visual inspection to the accessible areas only. The inspection does not include (if applicable) low voltage systems, telephone wiring, intercoms, alarm systems, TV cable, timers, central vacuum systems, exterior sprinkler systems, exterior landscape lighting or exterior motion sensor lights. Also smoke detectors out of reach were only visually inspected unless noted otherwise. We recommend these systems be checked by interested parties for proper operation when possible.

- Due to inaccessibility of concealed wiring or undocumented improvements of the structure, we are unable to predict whether the number of circuits within a home will be sufficient for the needs of the occupants during a typical home inspection. If fuses blow or breakers trip regularly, this may indicate that additional loads or remodeling modifications may have been added to existing circuits.
- Electrical components concealed behind finished surfaces could not be inspected.
- According to "ASHI" standards only a representative sampling of outlets and light fixtures were tested.
- Furniture and/or storage may of restricted access to some electrical components.
- Exterior light fixtures on motion or light sensors were not tested.

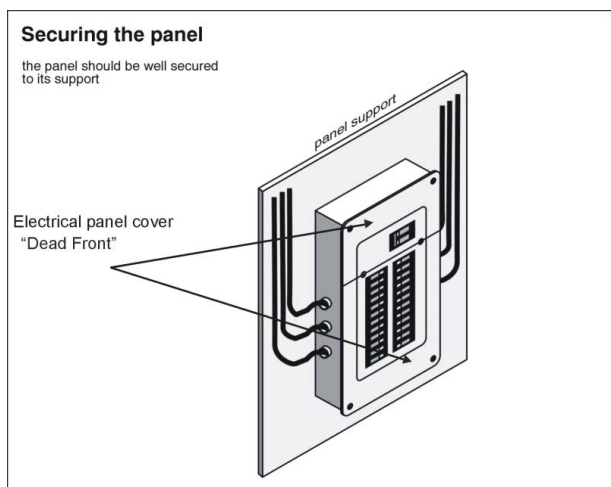


Illustration 5B

# Heating System

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**ITEM DESCRIPTIONS:**

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<b>Primary Energy Source</b>	• Gas
<b>Heating System Type</b>	• Forced Air • Manufacturer: Payne • BTU's: 110,000 • Age (years): 4 • Location: Closet
<b>Distribution</b>	• Ductwork

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**COMMENTS:**

The heating system which was operated at the time of our inspection shows no visible evidence of major defects.

**MAINTENANCE ITEMS & GENERAL INFORMATION**

1. This home is heated with a mid efficiency forced air furnace. In this type of furnace, air is circulated by a blower motor through a heat exchanger, which is heated by the burner unit at the base. An induced draft motor is used to force the exhaust from the furnace to the exterior
2. There is currently no permanently installed cooling system installed on the property. While not required, it might be desirable depending on weather conditions in the area. If interested parties would like further information on the types of cooling systems available, we recommend consulting with a licensed HVAC contractor for more information.

**LIMITATIONS:**

This is a visual inspection to the accessible areas only. The inspection of the heating system is general and not technically exhaustive. A detailed evaluation of the furnace heat exchanger is beyond the scope of this inspection.

- As per ASHI standards determining furnace heat supply adequacy or inadequacy, distribution balance or sizing of the unit or units is not a part of this inspection.
- The wall mount and/or window mounted air conditioning unit (if applicable) was not inspected and are excluded from this report.
- Heating and/or air conditioning registers where accessible were visually inspected. Manual operation of the registers was not performed.
- As per ASHI standards the heat exchanger of the furnace was not inspected and interior portions of the heater were restricted. For additional information we recommend the services of a licensed heating contractor. As a free public service, the local utility company (PG&E) will perform a "safety" review of the heat exchanger and other gas operated components. We recommend that you take advantage of this service before the next seasonal operation.
- Inspection of the heater and/or air conditioner thermostat is limited to operating the units(s) on and off function only. Testing of the thermostat timer, temperature accuracy, clock, set back functions, etc. were not performed.

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# Cooling/Heat Pump System

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**ITEM DESCRIPTIONS:**

System Type                      • None

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**COMMENTS:**

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**LIMITATIONS:**

This is a visual inspection to the accessible areas only. Air conditioning and heat pump systems, like most mechanical components, can fail at any time.



# Insulation/Ventilation

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## **ITEM DESCRIPTIONS:**

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<b>Exterior Walls Insulation</b>	• Unknown
<b>Attic/Roof Insulation</b>	• Fiberglass • Depth (inches): 6 to 8
<b>Attic/Roof Ventilation</b>	• Soffit vents • Gable vents

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## **COMMENTS:**

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Insulation levels are typical for a home of this age and construction.

## **LIMITATIONS:**

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This is a visual inspection to the accessible areas only.

- Insulation/ventilation type and levels in concealed areas cannot be determined. No destructive tests were performed.
- Potentially hazardous materials such as Asbestos and Urea Formaldehyde Foam Insulation (UFFI) cannot be positively identified without a detailed inspection and laboratory analysis. This is beyond the scope of the inspection.
- An analysis of indoor air quality is beyond the scope of this inspection.
- Any estimates of insulation "R" values or depths are rough average values.

# Plumbing

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## ITEM DESCRIPTIONS:

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<b>Main Water Valve Location</b>	• Location: Exterior Front
<b>Supply Piping</b>	• Copper Pipe
<b>Drain/Waste/Vent</b>	• Plastic
<b>Cleanout Location</b>	• Exterior • Garage
<b>Main Gas Valve Location</b>	• Exterior Side
<b>Water Heaters</b>	• Manufacturer: Rheem • Approximate Age (years): 17 • Gas • Capacity: 50 Gallons • Location: Closet
<b>Seismic Gas Shut-off</b>	• Not Present
<b>Excess Flow Gas Shut-off</b>	• Not Present

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## COMMENTS:

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Due to the design of this unit/building, most of the supply piping was inaccessible for inspection. For additional information, we recommend a licensed plumbing contractor be consulted.

Due to the design of this unit/building, most of the drain lines were inaccessible for inspection. For additional information, we recommend a licensed plumbing contractor be consulted.

The water pressure supplied to the fixtures is reasonably good. A typical drop in flow was experienced when two fixtures were operated simultaneously.

The plumbing system appears to be in good condition.

The plumbing system requires some minor improvements. We recommend a licensed plumbing contractor be consulted to undertake the improvements recommended below.

## RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

- ! 1. The kitchen sink faucet hot and cold water controls are reversed. Reversed hot and cold water can result in hot water burns. We recommend that this condition be corrected. (See Photo 14)
2. The installation of a sediment trap at the furnace appliance gas line is recommended.
3. The installation of a gas pipe sediment trap at the water heater gas line should be considered.

## LIMITATIONS:

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This is a visual inspection to the accessible areas only.

- Water and gas shut-off valves, including but not limited to seismic, excess flow shut-off valves and gas fireplace valves where applicable, were not operated or tested. Identification of these devices is limited to the accessible areas only.
- Portions of the plumbing system concealed by finishes and/or storage (below sinks, below the structure and beneath the yard) were not inspected.
- Water pressure and water quality is not tested. The effect of lead content in solder and/or supply lines is beyond the scope of the inspection.
- Inspection of any water conditioning system (filters, purifiers, softeners, etc.) is beyond the scope of this inspection and are excluded from this report.
- Inspection of any lawn sprinkler system is beyond the scope of this inspection and are excluded from this report (unless noted otherwise).
- The interior portions of the water heater were restricted. For additional information we recommend the services of a licensed plumbing contractor. As a free public service, the local utility company (PG&E) will perform a "safety" review of the interior of the water heater and other gas operated components. We recommend that you take advantage of this service before the next seasonal operation.
- HomeGuard Incorporated does not determine if any fixtures or toilets are water conserving.

# Interior

## ITEM DESCRIPTIONS:

<b>Kitchen Appliances Tested</b>	• Gas Range • Dishwasher • Waste Disposer • Exhaust Hood
<b>Laundry Facilities/Hookup</b>	• 120 Volt Circuit for Washer • Gas Piping for Dryer • Hot and Cold Water Supply for Washer • Waste Standpipe for Washer • Dryer vent noted
<b>Wall Finishes</b>	• Drywall/Plaster
<b>Ceiling Finishes</b>	• Drywall/Plaster
<b>Floor</b>	• Wood
<b>Doors</b>	• Hollow Core • Solid Core • Sliding
<b>Window style and Glazing</b>	• Casement • Double/Single Hung • Sliders • Fixed Pane • Double Pane
<b>Fireplace/Wood Stove</b>	• Cosmetic Gas or Electric • Gas
<b>Other Componets Inspected</b>	• Smoke Detector • Door Bell • Carbon Monoxide Detector

## COMMENTS:

The interior finishes of the home are considered to be in average condition.

Construction in progress prevented inspection of the upstairs hall bathroom. Completion of repairs is recommended. We suggest reviews of plans and/or permits with the owner and/or the local building official for information regarding this work. Interested parties are also advised to test the operation of this area after the completion of repairs (See Photo 15)

The doors and windows are of average quality.

## RECOMMENDATIONS/OBSERVATIONS - '!' indicates an immediate improvement recommendation item.

### INTERIOR

- ! 1. The doors at the downstairs bedrooms swing out over a step. This can be a potential hazard. We recommend that either the door be made to swing inward or that a 3'x3' landing be installed where the door swings out. The door may also be modified to swing in the other direction where there is no step. (See Photo 12)
- ! 2. There is no railing where needed at the interior. For improved safety, it is recommended that appropriate railing be installed. (See Photo 13)
- 3. Some of the interior floors were noted to squeak when walked on. This does not affect the functional use of the floor. Squeaks can usually be eliminated by additional attachment of the subfloor to the floor joist.
- 4. Past repairs were noted in the interior of the home. We recommend consultation with the sellers regarding the reason for the repairs and what permits and inspections were obtained to complete the work.
- 5. The floor at the downstairs bedroom is soft or sagging. We recommend this area be further evaluated by appropriate trades and reinforced or repaired if necessary.

### KITCHEN

- 6. The waste disposer responded to normal operator controls, however, was unusually noisy. The unit may be nearing the end of its useful service life. For attention to the conditions noted above and/or cost estimates, if necessary, we recommend the advice of a qualified appliance technician.

### OTHER/MISC.

#### 7. ENVIROMENTAL ISSUES:

- Issues Based on the age of this home, there is a possibility the structure may contain asbestos such as ceiling texture, insulation on the distribution piping and/or transit piping and siding. This can only be verified by laboratory analysis. The Environmental Protection Agency (E.P.A.) reports that asbestos represents a health hazard if "friable" damaged, crumbling, or in any state that allows the release of fibers. If replacement necessitates the removal of the acoustic ceiling or insulation, a specialist should be engaged. If any sections of this insulation are indeed friable, or become friable over time, a specialist should be engaged. Further guidance is available from the Environmental Protection Agency (E.P.A.). Due to the age of construction, it is likely that there are other materials within the home that contain asbestos but are not identified by this inspection report.
- 8. Carbon monoxide is a colorless, odorless gas that can result from a faulty fuel burning furnace, range, water heater, space heater or wood stove. Proper maintenance of these appliances is the best way to reduce the risk of carbon monoxide poisoning. For more information, consult the Consumer Product Safety Commission CPSC at [www.cpsc.gov](http://www.cpsc.gov) for further guidance.

**MAINTENANCE ITEMS & GENERAL INFORMATION****INTERIOR**

9. The evaluation of the thermal pane windows ("dual pane/glazed") is limited to accessible windows exhibiting noticeable conditions at the time of our inspection, such as condensation and/or evidence of moisture developing between the panes of glass. Due to the known design and/or characteristics associated with thermal pane windows, conditions may be discovered at a later date, however seal failure can occur at any time.

**KITCHEN**

10. Testing of the oven cleaning function is beyond the scope of this inspection. For proper operation and testing of this function we recommend consultation with the existing homeowner.

**LIMITATIONS:**

This is a visual inspection to the accessible areas only. Assessing the quality of interior finishes is highly subjective. Issues such as cleanliness, cosmetic flaws, quality of materials, architectural appeal and color are outside the scope of this inspection. Comments are general, except where functional concerns exist. Due to texturing and painting of interior surfaces there is no possible way of determining point of origin of any gypsum (sheetrock) material without destructive testing. HomeGuard Incorporated does not perform any destructive testing. The testing of smoke detectors and carbon monoxide detectors is limited to the alarm function only. The sensors of these units are not tested. Both smoke detectors and carbon monoxide detectors have a limited life span and should be replaced according to the manufactures instructions.

- Furniture, storage, appliances and/or wall hangings restricted the inspection of the interior.
- No access was gained to the wall cavities of the home.
- Kitchen appliances were operated unless noted otherwise. However they were not inspected for installation according to manufacturer specifications and were not evaluated for performance, efficiency or adequacy during their operation. No refrigerators whether "built in" or portable are operated, inspected or tested.
- All appliances not "built in" to the structure such as washing machine, dryer, refrigerator and/or countertop microwaves were not inspected and are excluded from this report. No refrigerators whether "built in" or portable are operated, inspected or tested.
- Fireplace screens or doors were not inspected and are excluded from this report
- The adequacy of the fireplace draw cannot be determined during a visual inspection.
- The operation of the dishwasher was limited to a filling and draining cycle only, however due to time limitations timers, dryer cycles and/or higher functions were not tested. For additional information in regards to the operation and full function of the dishwasher we recommend consultation with the owner or appropriate trades.
- The washing machine faucets were visually inspected however they were not tested.

# Photographs

**No relative importance should be placed on the photographs provided in this report. The photographs in this report do not necessarily illustrate all of the damage in any particular finding. Also, not all problem areas will be supported with photographs. Please contact HomeGuard if you have any questions.**



Photo 1



Photo 2



Photo 3

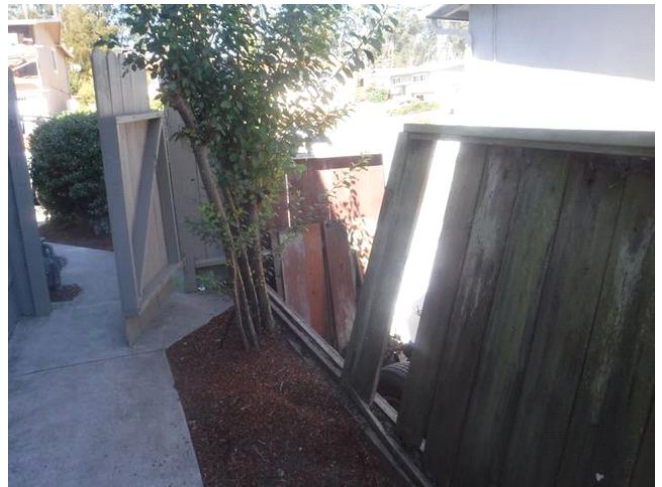


Photo 4



Photo 5



Photo 6



Photo 7

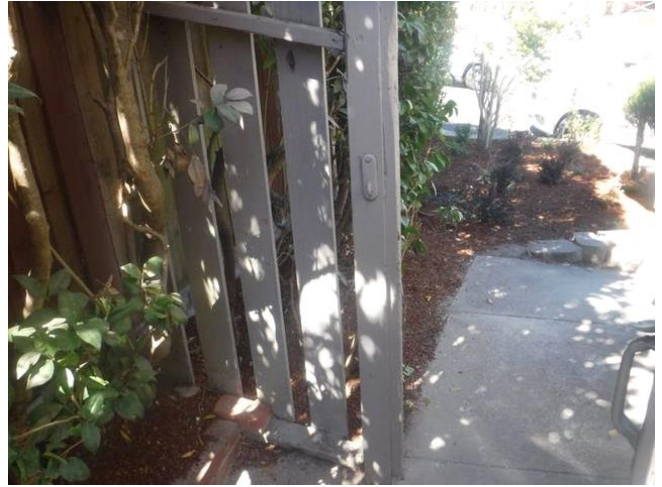


Photo 8



Photo 9



Photo 10



Photo 11

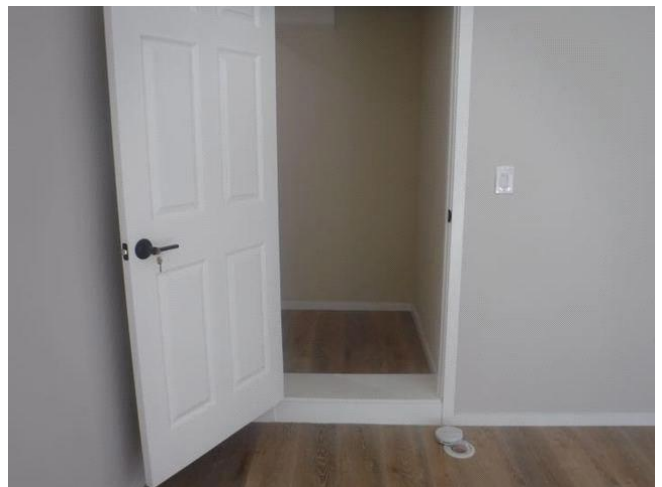


Photo 12



Photo 13



Photo 14



Photo 15



Photo 16

# Maintenance Advice

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## UPON TAKING OWNERSHIP

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After taking ownership of a new home, there are some maintenance and safety issues that should be addressed immediately. The following checklist should help you undertake these improvements.

- Change the locks on all exterior entrances, for improved security.
- Check that all windows and doors are secure. Improve window hardware as necessary. Security rods can be added to sliding windows and doors. Considerations could also be given to a security system.
- Install smoke detectors on each level of the home. Ensure that there is a smoke detector outside all sleeping areas. Replace batteries on any existing smoke detectors and test them. Make a note to replace batteries again in one year.
- Create a plan of action in the event of a fire in your home. Ensure that there is an operable window or door in every room of the house. Consult with your local fire department regarding fire safety issues and what to do in the event of a fire.
- Examine driveways and walkways for trip hazards. Undertake repairs where necessary.
- Examine the interior of the home for trip hazards. Loose or torn carpeting and flooring should be repaired.
- Undertake improvements to all stairways, decks, porches and landings where there is a risk of falling or stumbling.
- Review your home inspection report for any items that require immediate improvement or further investigation. Address these areas as required.
- Install rain caps and vermin screens on all chimney flues, as necessary.
- Investigate the location of the main shut-offs for the plumbing, heating and electrical systems. If you attend the home inspection, these items have been pointed out to you.

## REGULAR MAINTENANCE

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### EVERY MONTH

- Check that fire extinguisher(s) are fully charged. Re-charge if necessary.
- Examine heating/cooling air filters and replace or clean as necessary.
- Inspect and clean humidifiers and electronic air cleaners.
- If the house has hot water heating, bleed radiator valves.
- Clean gutters and downspouts. Ensure that downspouts are secure, and that the discharge of the downspouts is appropriate. Remove debris from window wells.
- Carefully inspect the condition of shower enclosures. Repair or replace deteriorated grout and caulk. Ensure that water is not escaping the enclosure during showering. Check below all plumbing fixtures for evidence of leakage.
- Repair or replace leaking faucets or shower heads.
- Secure loose toilets, or repair flush mechanisms that become troublesome.

### SPRING AND FALL

- Examine the roof for evidence of damage to roof covering, flashings and chimneys.
- Look in the attic (if accessible) to ensure that roof vents are not obstructed. Check for evidence of leakage, condensation or vermin activity. Level out insulation if needed.
- Trim back tree branches and shrubs to ensure that they are not in contact with the house.
- Inspect the exterior walls and foundation for evidence of damage, cracking or movement. Watch for bird nests or other vermin or insect activity.
- Survey the basement and/or crawl space walls for evidence of moisture seepage.
- Look at overhead wires coming to the house. They should be secure and clear of trees or other obstructions.
- Ensure that the grade of the land around the house encourages water to flow away from the foundation.



- Inspect all driveways, walkways, decks, porches, and landscape components for evidence of deterioration, movement or safety hazards.
- Clean windows and test their operation. Improve caulking and weather-stripping as necessary. Watch for evidence of rot in wood windows frames. Paint and repair window sills and frames as necessary.
- Test all ground fault circuit interrupter (GFCI) devices, as identified in the inspection report.
- Shut off isolating valves for exterior hose bibs in the fall, if below freezing temperatures are anticipated.
- Test the Temperature and Pressure Relief (TPR) Valve on water heaters.
- Inspect for evidence of wood boring insect activity. Eliminate any wood/soil contact around the perimeter of the home.
- Test the overhead garage door opener, to ensure that the auto-reverse mechanism is responding properly. Clean and lubricate hinges, rollers and tracks on overhead doors.
- Replace or clean exhaust hood filters.
- Clean, inspect and/or service all appliances as per the manufacturer's recommendations.

**ANNUALLY**

- Replace smoke detector batteries.
- Have the heating, cooling and water heater systems cleaned and serviced.
- Have chimneys inspected and cleaned. Ensure that rain caps and vermin screens are secure.
- Examine the electrical panels, wiring and electrical components for evidence of overheating. Ensure that all components are secure. Flip the breakers on and off to ensure that they are not sticky.
- If the house utilizes a well, check and service the pump and holding tank. Have the water quality tested. If the property has a septic system, have the tank inspected (and pumped as needed).
- If your home is in an area prone to wood destroying insects (termites, carpenter ants, etc.), have the home inspected by a licensed specialist. Preventive treatments may be recommended in some cases.

**PREVENTION IS THE BEST APPROACH**

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Although we've heard it many times, nothing could be more true than the old cliché "an ounce of prevention is worth a pound of cure." Preventative maintenance is the best way to keep your house in great shape. It also reduces the risk of unexpected repairs and improves the odds of selling your house at fair market value, when the time comes. Please feel free to contact our office should you have any questions regarding the operation or maintenance of your home. Enjoy your home!



Invoice Date: 9/27/2017

Invoice No: LIV522694P

**Invoice**

**Bill To:**

**Karen Tam  
North American Title  
1 Daniel Burnham Court #262C  
San Francisco CA 94109**

**Property Information:**

Address: 111 Elmwood Court  
San Bruno CA, 94066  
Report No: 429210 TPR  
Escrow#: 1496945

**Billing Information:**

Inspection: 9/26/2017 Complete \$195.00

Total Due: \$195.00

**DUE UPON RECEIPT**  
Please remit to 510 Madera Ave., San Jose, CA 95112  
*There is a \$25 fee for all returned checks*



Dear HomeGuard Customer,

Thank You for choosing HomeGuard Incorporated to inspect your home. Enclosed is your inspection report, which includes our findings, recommendations, and repair prices. Please review the enclosed report and repair proposals and feel free to call me with any comments or questions.

Sincerely Yours,

Curtis Reese  
Vice President  
General Manager

## Schedule your repairs today...



**We get the work done  
when you need it!**




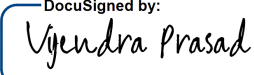

**We will expedite all  
required paperwork!**



**HomeGuard stands  
behind its repairs!**

**Contact the HomeGuard Repair Team at 855-331-1900 or  
email us [HGRepairs@HomeGuard.com](mailto:HGRepairs@HomeGuard.com)**

**WOOD DESTROYING PESTS AND ORGANISM INSPECTION REPORT**

Building No. <b>111</b>	Street <b>Elmwood Court</b>	City <b>San Bruno</b>	ZIP <b>94066</b>	Date of Inspection <b>9/26/2017</b>	Number of Pages <b>Page 1 of 10</b>
		<b>510 Madera Avenue San Jose, CA 95112 (855) 331-1900 • Fax (408) 993-1944</b>		DocuSigned by:  DD316EE1FA69463... 10/11/2017	
DocuSigned by:  DD316EE1FA69463... 10/11/2017					
Registration #: <b>PR1452</b>	HomeGuard #: <b>429210</b>	Escrow #: <b>1496945</b>			
Ordered By: <b>Fiona Santos Hastings Realty Group 1641 El Camino Real #100 Millbrae, CA 94030</b>	Property Owner/Party in Interest: <b>Vijendra Prasad 111 Elmwood Court San Bruno, CA 94066</b>	Report Sent to:			
COMPLETE REPORT <input checked="" type="checkbox"/>		LIMITED REPORT <input type="checkbox"/>		SUPPLEMENTAL REPORT <input type="checkbox"/>	
REINSPECTION REPORT <input type="checkbox"/>					
General Description: <b>Two story, single family wood framed residence with stucco, metal and wood siding exterior.</b>			Inspection Tag Posted: <b>Water heater closet</b>		
			Other Tags Posted: <b>None noted</b>		
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.					
Subterranean Termites <input checked="" type="checkbox"/>		Drywood Termites <input checked="" type="checkbox"/>		Fungus / DryRot <input checked="" type="checkbox"/>	
Other Findings <input checked="" type="checkbox"/>		Further Inspection <input checked="" type="checkbox"/>			
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.					
Key to Items on diagram: [1] Section 1 Items [2] Section 2 Items [3] Unknown Further Inspection Items					

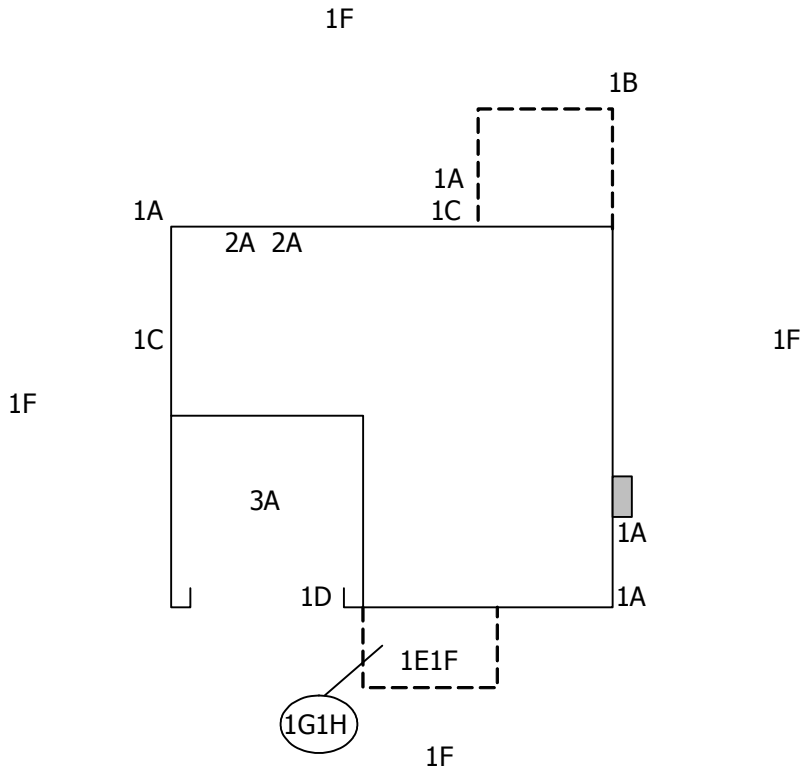
**SEE DIAGRAM ON PAGE  
2 OF THIS REPORT**

Inspected by: **Mark In Chun Yom**License#: **FR44175**Signature: 

You are entitled to obtain copies of all reports and completion notices on this property filed with the board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite1500, Sacramento, California 95815.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916)561-8700, (800) 737-8188 or www.pestboard.ca.gov.

Building No. <b>111</b>	Street <b>Elmwood Court</b>	City <b>San Bruno</b>	ZIP <b>94066</b>	Date of Inspection <b>9/26/2017</b>	Number of Pages <b>Page 2 of 10</b>
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**FRONT**

Building No. <b>111</b>	Street <b>Elmwood Court</b>	City <b>San Bruno</b>	ZIP <b>94066</b>	Date of Inspection <b>9/26/2017</b>	Number of Pages <b>Page 3 of 10</b>
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**AREAS NOT INSPECTED PLEASE READ.**

We did not inspect the interior of finished walls or behind installed finished cabinet work. We did not inspect the areas immediately under furniture or appliances. This structure contains slab flooring, and in slab floor type construction, it is possible for Subterranean Termite infestations to be concealed and not evident at the time of our inspection; therefore, we assume no liability for any infestations that are not evident at the time of our inspection. Our inspection does not include any electrical, heating, air conditioning, structural adequacy, pest other than wood destroying pest or mechanical systems of the structure and will not detect building code violations. The roof covering of the structure was not inspected. The plumbing was inspected, but only the leaks outlined in our report were found at this time. We assume no responsibility for leaks that occur after the date of this inspection. There may be health related issues associated with the findings reflected in this report. We are not qualified to and do not render an opinion concerning any such health issues. The inspection reflected by this report was limited to the visible and accessible areas only. Questions concerning health related issues, which may be associated with the findings or recommendations reflected in this report, such as the presence of mold, the release of mold spores or concerning indoor air quality should be directed to a Certified Industrial Hygienist. We inspected the upstairs stall shower but did not water test it as there were no stains underneath to indicate leakage. At the request of interested parties and once the ceiling below the shower has been opened HomeGuard Incorporated can return to the property and perform a water test on this shower. A portion of the structure appears to be sleeper floor construction and was inaccessible for physical inspection. No outward signs of infestations or infections were visible at this time. This structure has vinyl or aluminum siding installed on the exterior. We assume no liability for any damage which may be concealed behind this siding. We ran the water at the upstairs fixtures for a brief period of time so that exposed plumbing and fixtures could be checked for leaks. However, we did not run the water long enough to detect leakage from any plumbing that was concealed. Any leaks found are referenced in the report. If interested parties desire, and only after concealed plumbing has been exposed, HomeGuard Incorporated will return to the property and perform further inspections. As is standard practice within our industry and since our inspectors do not carry a 30' ladder on their vehicle, the eaves, wood siding and wood windows above 11' were only inspected visually from the ground. Upon request and at an additional charge HomeGuard Incorporated will return to the property and further inspect these inaccessible areas by probing the wood members. The enclosed area inside the front porch overhang was not inspected. The inaccessible areas listed above which were not inspected will be inspected upon the owner's request and will be conditional to additional inspection fees.

**NOTE: WE GUARANTEE ALL REPAIRS DONE BY THIS COMPANY FOR ONE (1) YEAR AND FUMIGATIONS FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF COMPLETION WITH THE EXCEPTION OF PLUMBING, GROUTING, CAULKING, RAIN GUTTERS AND RE-SETTING OF TOILETS WHICH ARE GUARANTEED FOR 30 DAYS FROM THE DATE OF COMPLETION. WE CANNOT GUARANTEE WORK PERFORMED BY OTHERS. WE MAKE NO GUARANTEE AGAINST FUTURE INFECTIONS, ADVERSE CONDITIONS, OR CONDITIONS PRESENT BUT NOT EVIDENT AT THE TIME OF OUR INSPECTION.**

Building No. <b>111</b>	Street <b>Elmwood Court</b>	City <b>San Bruno</b>	ZIP <b>94066</b>	Date of Inspection <b>9/26/2017</b>	Number of Pages <b>Page 4 of 10</b>
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**THE EXTERIOR SURFACE OF THE ROOF WAS NOT INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTORS STATE LICENSE BOARD.**

**NOTICE: Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may differ from company to company. You have the right to seek a second opinion from another company.**

**"This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work while in progress will be necessary. Any guarantees must be received from parties performing repairs." Work performed by others will be reinspected for a fee of \$195.00 for each trip out to the property. Open wall and open floor inspections are desirable if certification is required.**

**THIS IS A SEPARATED REPORT WHICH IS DEFINED AS SECTION I AND SECTION II CONDITIONS EVIDENT ON THE DATE OF INSPECTION. SECTION I CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION, OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION. SECTION II ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION OR INFECTION BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND. FURTHER INSPECTION ITEMS ARE DEFINED AS RECOMMENDATIONS TO INSPECT AREA(S) WHICH DURING THE ORIGINAL INSPECTION DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE HIS INSPECTION AND CANNOT BE DEFINED AS SECTION I OR SECTION II.**

### **Section 1 Items**

- 1A. FINDING:** Fungus damage was noted to the fascia as indicated on the diagram. (See Picture 1) (See Picture 3)

**RECOMMENDATION:** Remove and replace the damaged fascia to correct this condition. This bid includes repair of the roof covering if disturbed by our repairs. If existing gutters need to be removed to perform the repairs then our bid also includes reinstallation of original gutters. If it becomes necessary or desirable to install new gutters this will be done only if authorized and at an additional cost. The guarantees on the roof covering are limited to the areas where the repairs were performed  
\*\*\*\*\***(SECTION 1 ITEM)**\*\*\*\*\*

- 1B. FINDING:** The wood members of the retaining wall have been damaged by fungus. (See Picture 2)

**RECOMMENDATION:** Remove and replace the structurally damaged wood members. If damage is found to extend into inaccessible areas, a supplemental report will be issued with any findings, recommendations, and/or bids.  
\*\*\*\*\***(SECTION 1 ITEM)**\*\*\*\*\*

Building No.	Street	City	ZIP	Date of Inspection	Number of Pages
111	Elmwood Court	San Bruno	94066	9/26/2017	Page 5 of 10

**1C.** FINDING: Fungus damage was noted to the roof eaves as indicated on the diagram. (See Picture 3)

RECOMMENDATION: Remove and replace the damaged wood members to correct this condition. This bid includes repair of the roof covering if disturbed by our repairs. If existing gutters need to be removed to perform the repairs then our bid also includes reinstallation of original gutters. If it becomes necessary or desirable to install new gutters this will be done only if authorized and at an additional cost. The guarantees on the roof covering are limited to the areas where the repairs were performed

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1D.** FINDING: The main garage door jamb at the right side was found to be fungus damaged. (See Picture 4)

RECOMMENDATION: Remove and replace the door jamb to correct this condition.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1E.** FINDING: The wood members of the front porch have been damaged by fungus, subterranean termites and damp wood termites. (See Picture 6) (See Picture 7) (See Picture 8)

RECOMMENDATION: The owner is advised to contact the appropriate tradesperson to remove and replace all damaged wood members as necessary.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1F.** FINDING: Subterranean termites were noted under the front porch. (See Picture 6) (See Picture 8)

RECOMMENDATION: Chemically treat the complete exterior soil at probable termite entry points with Termidor: Termidor HE (Fipronil:5-amino-1-(2,6-dichloro-4-(trifluoromethyl) phenyl)-4-((1,R,S)-trifluoromethyl)sulfinyl)-1-H-pyrazole-3-carbonitrile) and break down and brush away all subterranean termite migratory tubes. In conventional construction, this may include, rodding or trenching the soil around the foundation walls, drilling attached slabs such as patios, porches, sidewalks, or driveways that abut the structure and treat the area on the interior of the foundation where the termites were found. A ground stop device will be used to prevent drilling into concealed pipes, conduit or electrical wiring however if this were to happen it will be the owners responsibility and expense to repair any damage done. The holes drilled into any concrete slab, while performing the treatments, will be plugged with mortar. It will be the owners responsibility to have these areas repaired to match the existing surfaces as desired. NOTE: In order to perform this treatment the property must be vacant for the period during and 3 hours after the treatment has been completed.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*



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**1G.** FINDING: Infestation by damp wood termites was noted at the storage closet and front porch. (See Picture 7)

RECOMMENDATION: Drill and treat the infested areas with the registered termiticide Termidor SC(Fipronil:5-amino-1-(2,6-dichloro-4-(trifluoromethyl) phey)-4-((1,8,5)-trifluoromethyl)sulfinyl)-1-H-pyrazole-3-carbonitrile in a liquid formulation. NOTE: As damp wood termites are a non-earth dwelling species, guarantees are limited to treated wood members only. NOTE: In order to perform this treatment the property must be vacated during the treatment and three hours after the treatment is performed. If any concealed pipes, conduit or electrical wiring or other facilities are drilled into during the course of performing this item it will be the owners responsibility and cost to repair these items.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

**1H.** FINDING: Damp wood termite pellets were evident as noted in the above recommendation. (See Picture 7)

RECOMMENDATION: Remove and/or mask over all accessible termite pellets. It is possible for the drywood termite pellets to sift down or reappear in these areas where they have been masked over.

\*\*\*\*\* (SECTION 1 ITEM) \*\*\*\*\*

### **Section 2 Items**

NOTE: The attic was insulated; therefore, our inspection is limited to the visible and accessible wood members only.

NOTE: A tiled surface was noted over the downstairs hall bathroom, upstairs hall bathroom and master bathroom floors. There is no outward sign of infestation or infection however we cannot represent the condition of floors beneath the tiled areas.

NOTE: There is evidence of repairs by others to the interior and exterior. Any guarantees for these repairs must be obtained from the persons or firms performing the repairs. This note is for general information only.

**2A.** FINDING: The escutcheons at the upstairs hall bathroom and master bathroom shower heads were noted to be loose.

RECOMMENDATION: Re-secure and reseal around the escutcheons in the most practical way.

\*\*\*\*\* (SECTION 2 ITEM) \*\*\*\*\*

### **Further Inspection Items**

**3A.** FINDING: We were unable to inspect the interior of the garage due to stored personal property. (See Picture 5)

RECOMMENDATION: The owner should move the storage away from the garage walls to allow for further inspection. All findings, recommendations, and bids will be issued in a supplemental report.

\*\*\*\*\* (FURTHER INSPECTION ITEM) \*\*\*\*\*

NOTE: This property has recently been painted. We assume no responsibility for any infestations or infections that may be concealed by this fresh paint.

Building No. <b>111</b>	Street <b>Elmwood Court</b>	City <b>San Bruno</b>	ZIP <b>94066</b>	Date of Inspection <b>9/26/2017</b>	Number of Pages <b>Page 7 of 10</b>
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NOTE: "State law requires that you be given the following information:

CAUTION-PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized. "If within 24 hours following application, you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center and your pest control company immediately."

For further information contact any of the following:

HOMEGUARD INCORPORATED (408) 993-1900  
 Poison Control Center: (800) 876-4766  
 Santa Clara County Agricultural Commission (408) 918-4600  
 Santa Clara County Health Department (408) 918-3400  
 San Benito County Health Department (831) 637-5367  
 San Benito County Agricultural Commission (831) 637-5344  
 Alameda County Agricultural Commission (510) 670-5232  
 Alameda County Health Department (510) 267-8000  
 Contra Costa County Agricultural Commission (925) 646-5250  
 Contra Costa County Health Department (925) 646-6014  
 San Mateo County Agricultural Commission (650) 363-4700  
 San Mateo County Health Department (650) 573-2582  
 Structural Pest Control Board (800) 737-8188  
 2005 Evergreen Street Ste. #1500, Sacramento, CA 95815-3831

"Local treatment is not intended to be an entire structure treatment method. If infestations of wood-destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated".

NOTE: Unless stated otherwise, HomeGuard Incorporated bids include texturing and priming repaired areas. We will cover repaired sheetrock and wood with one coat of white primer for the contracted amount. The repaired area can be painted in a finished color at an additional charge if the owner supplies the paint. Please inquire about this service when scheduling the work. Any texturing will vary from the original texture however we will match as close as possible. All painting will be on the area repaired only. On exterior surfaces texturing and painting will only be done when the weather permits.

NOTE: If damage is found to extend into any inaccessible areas a supplemental report will be issued listing additional findings, recommendations and bids.

NOTE: Should the further inspection items noted in this report not be performed, HomeGuard Incorporated will assume no liability for any infestations or infection which may be concealed in these areas.

NOTE: HomeGuard Incorporated recommends that all desired further inspection items be performed prior to any treatments being performed.

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NOTE: HomeGuard Incorporated assumes no liability for, nor do we guarantee work performed by others. All guarantees, warranties, and permits if required should be obtained from the parties performing the repairs.

NOTE: Due to the building materials used on this structure, it may be difficult to match the existing mill patterns and materials used in the original construction. HomeGuard Incorporated will replace damaged wood members with material that resembles the existing wood members with standard grade readily available wood members. IF MATCHING THE EXISTING WOOD MEMBERS IS DESIRED IT IS THE OWNERS RESPONSIBILITY TO NOTIFY HOMEGUARD INCORPORATED SO THAT ADDITIONAL COST ASSOCIATED WITH MATCHING CAN BE CALCULATED INTO OUR BID.

NOTE: Should the local building department require additional changes or repairs not outlined in this report, there will be an additional charge.

NOTE: In our opinion, item(s) listed in this report may require a building permit. All necessary costs for the permit and inspections aren't included in our bid. If any building permits are required there will be an additional charge to cover the cost for the permit. It will be the owners responsibility to meet the building department and allow access for the inspections. If it becomes necessary to install smoke detectors this will be performed and charged at \$95.00 per detector.

NOTE: Please be aware that current law dictates that homes constructed prior to 1978 require a company performing the repairs be a Lead Certified Renovation Firm with Certified Renovators. HomeGuard Incorporated is a Lead Certified Renovation Firm, certification number NAT-64235-2 and when required will follow all lead safe work practices as prescribed by the United States Environmental Protection Agency.

NOTE: Thank you for choosing HomeGuard Incorporated to perform your inspections. If you have any questions regarding this report, please e-mail Mark N. Chun Yom myom@homeguard.com. Please bear in mind that the inspectors have full schedules during the day and will make every effort to make contact with you when he is available.

If you require further assistance or wish to schedule work as recommended in this report, please feel free to contact our office. We are here to assist you!

Building No. 111	Street Elmwood Court	City San Bruno	ZIP 94066	Date of Inspection 9/26/2017	Number of Pages Page 9 of 10
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## Report Pictures:

Pictures are provided to assist in clarifying some of the findings made in this report. No relative importance should be placed on these pictures. There are likely to be significant comments that do not have pictures associated with them. The pictures in this report do not illustrate all of the damage associated with a particular item. Please read the report thoroughly and contact the inspector if you have any specific questions.



Picture 1



Picture 2



Picture 3



Picture 4



Picture 5



Picture 6

Building No. <b>111</b>	Street <b>Elmwood Court</b>	City <b>San Bruno</b>	ZIP <b>94066</b>	Date of Inspection <b>9/26/2017</b>	Number of Pages <b>Page 10 of 10</b>
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*Picture 7*



*Picture 8*

# PLEASE BE SURE TO SIGN AND SEND ALL PAGES



**AUTHORIZATION AGREEMENT**  
111 Elmwood Court, San Bruno - Report No. 429210

**To schedule work, email or fax this signed Authorization Agreement, or call directly:**

**email: HGREPAIRS@HomeGuard.com**

**Fax: (408) 280-2763**

**Direct: (855) 331-1900**

**Items to be performed:** \_\_\_\_\_

**Total Price \$** \_\_\_\_\_

For the total sum listed above, HomeGuard Incorporated is authorized to proceed with the work described in the above listed item(s) of their termite report no. 429210 for the property located at 111 Elmwood Court, San Bruno. This amount will be due and payable upon completion of work. It is understood that the contract price does not include the charge of the structural pest control inspection report or re-inspection fees.

**HOMEGUARD INCORPORATED AGREES:**

1. To guarantee all repairs completed by this company for one year from the date of completion except for plumbing, grouting, caulking, and resetting of toilets, which will be guaranteed for 30 days.
2. To be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days.
3. To use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any, plant life, rain gutters, roofs; nor for damage or dirtying of stucco, plaster, paint, wall paper or other "finish-work" adjacent to areas where work is performed.
4. To replace damaged wood members with material which resembles, as closely as possible, the existing wood members with standard grade, readily available wood members.

**OWNER OR OWNER'S AGENT AGREES:**

1. To pay for services rendered upon completion of work. This contract may be canceled at any time by the customer. In the event of such action, customer agrees to pay HomeGuard Incorporated in full for all items already completed, and time and material for all items only partially completed. Time and material is calculated at the rate of one hundred and fifty dollars per man-hour and the cost of materials plus 25%. The customer also agrees that in the case of cancelation of the contract prior to starting the job, to pay all costs that have been incurred by Homeguard, such as permits, materials and any other associated costs. In the case of non-payment by owner, reasonable attorney fees and costs of collection shall be paid by the owner whether suit be filed or not.
2. To pay for service charge of 1.5 percent per month or portion of any month beyond 30 days after completion.
3. Owner grants HomeGuard Incorporated, a security interest in the above described real property to secure payment of the sum for work and inspeciton fee completed.
4. If additional damage is discovered by HomeGuard Incorporated, during the performance of work, company agrees to notify owner or agent of the amount of the damage and the cost of additional work to be done. This work will not be performed unless owner agrees.
5. If any additional work, plans or engineering is deemed necessary by the local building inspector, said work will not be performed without additional authorization from owner or owner's agent.
6. All plumbing repairs bid in this report are for only the specific repair that is identified. Many times when performing plumbing repairs it becomes necessary to repair or replace adjacent plumbing because of the age or fragility of these components. When this happens the owner or agent will be notified and said repairs will require additional cost and authorization.



## AUTHORIZATION AGREEMENT

111 Elmwood Court, San Bruno - Report No. 429210

**To schedule work, email or fax this signed Authorization Agreement, or call directly:**

**email: HGregpairs@HomeGuard.com**

**Fax: (408) 280-2763**

**Direct: (855) 331-1900**

### NOTICE TO OWNER

"Under the California Mechanics Lien Law any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid."

This job has been bid as if all section one items are being performed. If the owner would like to select individual items, it may require HomeGuard Incorporated to provide a new price for these items. The minimum service charge is \$225 regardless of the price on the individual item.

#### Section 1:

<u>1A</u>	<u>\$1,625</u>	<u>1B</u>	<u>\$780</u>	<u>1C</u>	<u>\$600</u>	<u>1D</u>	<u>\$250</u>	<u>1E</u>	<u>OthTrd</u>	<u>1F</u>	<u>\$2,220</u>	<u>1G</u>	<u>\$1,150</u>
<u>1H</u>	<u>\$125</u>	<b>Section 1</b>		<b>\$6,750</b>									
<b>Plus non-bid items.</b>													

#### Section 2:

<u>2A</u>	<u>\$100</u>	<b>Section 2</b>		<b>\$100</b>								
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#### Further Inspe

<u>3A</u>	<u>N/C</u>	<u>F.I.</u>	<u>\$0</u>									
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### NOTICE

"The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept HomeGuard Incorporated's bid or you may contract directly with another registered company licensed to perform the work.

If you choose to contract directly with another registered company, HomeGuard Incorporated will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform."



**AUTHORIZATION AGREEMENT**  
111 Elmwood Court, San Bruno - Report No. 429210

To schedule work, email or fax this signed Authorization Agreement, or call directly:  
email: HGrepairs@HomeGuard.com Fax: (408) 280-2763 Direct: (855) 331-1900

**BINDING ARBITRATION PROVISION**

Any controversy or claim arising out of or relating to the inspection performed by HomeGuard Incorporated shall be settled by final and binding arbitration filed by the aggrieved party with and administered by the American Arbitration Association (hereafter referred to as "AAA") in accordance with its Construction Arbitration Rules in effect at the time the claim is filed. The Rules, information and forms of the AAA may be obtained and all claims shall be filed at any office of the AAA or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: 212-716-5800, Fax: 212-716-5905, Website: http://www.adr.org/. The arbitration of all disputes shall be decided by a neutral arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Any such arbitration will be conducted in the city nearest to the property that was inspected by HomeGuard Incorporated having an AAA regional office. Each party shall bear its own costs and expenses and an equal share of the administrative and arbitrators' fees of arbitration. This arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY AND ALL DISPUTES DECIDED THROUGH ARBITRATION. BY SIGNING THIS AGREEMENT, THE PARTIES ARE GIVING UP ANY RIGHT THEY MIGHT HAVE TO SUE EACH OTHER.

OWNER OR OWNERS AGENT DATE BY: \_\_\_\_\_, HomeGuard Incorporated

X \_\_\_\_\_ ESCROW OFFICER: \_\_\_\_\_

Print Name \_\_\_\_\_ ESCROW PHONE NO: \_\_\_\_\_

Phone No \_\_\_\_\_ ESCROW CO/NO: \_\_\_\_\_

email \_\_\_\_\_

Name of person providing access \_\_\_\_\_ Phone Number \_\_\_\_\_

IS UPGRADING OR CHOICE OF LINOLEUM OR TILE DESIRED? Yes\_\_\_ No\_\_\_

\*\*\*If there is no choice, neutral colors will be installed there may be additional charges for special materials chosen\*\*

Upgrades (if requested) List each upgrade separately:

\_\_\_\_\_ estimated cost: \_\_\_\_\_ initials: \_\_\_\_\_  
\_\_\_\_\_ estimated cost: \_\_\_\_\_ initials: \_\_\_\_\_  
\_\_\_\_\_ estimated cost: \_\_\_\_\_ initials: \_\_\_\_\_  
\_\_\_\_\_ estimated cost: \_\_\_\_\_ initials: \_\_\_\_\_  
\_\_\_\_\_ estimated cost: \_\_\_\_\_ initials: \_\_\_\_\_

I authorize HomeGuard, Incorporated to complete the above listed upgrades. I also agree to pay for these upgrades upon completion of the repairs.

Signature \_\_\_\_\_

**PLEASE BE SURE TO SIGN AND SEND ALL PAGES**



Invoice Date: **9/26/2017****Invoice**Invoice No: **LIV522245T****Bill To:**

**Karen Tam**  
**North American Title**  
**1 Daniel Burnham Court #262C**  
**San Francisco CA 94109**

**Property Information:**

Address: **111 Elmwood Court**  
**San Bruno CA, 94066**  
 Report No. **429210TPR**  
 Escrow#: **1496945**

**Billing Information:**

Inspection: <b>9/26/2017 Complete</b>	<b>\$195.00</b>
Notice of Completion:	<b>\$0.00</b>
Other:	<b>\$0.00</b>
<b>Total Due:</b>	<b>\$195.00</b>

**DUE UPON RECEIPT**

Please remit to 510 Madera Ave., San Jose, CA 95112

*There is a \$25 fee for all returned checks*



Dear HomeGuard Customer,

Thank You for choosing HomeGuard Incorporated to inspect your home. Enclosed is your inspection report, which includes our findings, recommendations, and repair prices. Please review the enclosed report and repair proposals and feel free to call me with any comments or questions.

Sincerely Yours,

A handwritten signature in black ink that reads 'Curtis Reese'.

Curtis Reese  
Vice President  
General Manager

## Schedule your repairs today...



**We get the work done  
when you need it!**



**We will expedite all  
required paperwork!**



**HomeGuard stands  
behind its repairs!**

**Contact the HomeGuard Repair Team at 855-331-1900 or  
email us [HGRepairs@HomeGuard.com](mailto:HGRepairs@HomeGuard.com)**

*Vijendra Prasad*  
DD316EE1FA69463...  
10/11/2017

*Arun Prasad*  
DD316EE1FA69463...  
10/11/2017



## Roof Inspection Report

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**111 Elmwood Court, San Bruno**

**Ordered by:** Fiona Santos  
Hastings Realty Group  
1641 El Camino Real #100  
Millbrae, CA 94030

**Inspected by:** *Ernest Rodriguez*  
September 25, 2017 Ernest Rodriguez

**SCOPE OF THE INSPECTION:**

The roof of the dwelling at the above property has been inspected by a qualified inspector employed by HomeGuard Incorporated. The professional opinion of the inspector contained in this report is solely an opinion and does not constitute a warranty or guarantee. The inspector has inspected all exterior roof components and documented in general terms the type of roof, its intended life and overall condition at the time of this inspection. Where accessible, HomeGuard Incorporated has noted all conditions that may compromise any inspected roof component's ability to shed water and/or realize its intended life. Verification of actual roof performance and/or troubleshooting of existing conditions, such as water testing, are NOT included in the scope of our inspection unless specifically requested and mentioned in our report. This inspection should not be considered a guarantee of actual roof performance, as performance is contingent upon the condition of internal system components not accessible to our inspector. This roof was not inspected for conformance to local building codes. The inspector has not inspected the attic area nor did the inspector perform a visual interior inspection looking for past or present roof performance issues. All present and prior disclosures along with other inspection reports should be reviewed and addressed prior to the close of escrow.

**GENERAL DESCRIPTION:**

Unless specifically mentioned in this report, the following are NOT included in this report: decks, balconies, detached structures, patio covers, out buildings, sheds and bonus rooms. The inspected structure is a two story single family residence. The roof is a double laminated asphalt composition shingle, gray in color, the number of roof layers is unknown. There is also a flat section of roof at the hog valley of the structure, the roof is a built up roofing system. The typical life expectancy of this roofing material is 20 to 30 years. The pitch of the roof appears to be 1:12 to 2:12. The pitch at the entire roof is less than a 4:12. Shake and shingle applications are required to have a minimum of two layers of felt underlayment where the slope is less than 4:12; the number of layers could not be verified. The overall condition of the roof is fair. The estimated remaining serviceable life of the roof is 10+ years.

**FINDINGS:**

1. Roof Picture: (See Photo 1)
2. A dish has been installed directly onto the roof surface. The fasteners used to secure this item are not water impermeable and must be sealed. (See Photo 2)

**RECOMMENDATION:**

Seal all penetrations at the dish, where needed to ensure a watertight condition.

3. There are areas of the roof surface that have been sealed with mastic. The mastic is showing signs of wear and tear and must be resealed. Mastic is usually used around skylights, pipe vents, corner seams and other penetrations to help ensure a watertight seal. The typical serviceable life of mastic before it begins to crack is 3 to 5 years. (See Photo 3)

**RECOMMENDATION:**

Apply new coat of mastic at areas of the roof that have been previously sealed with mastic or where needed to ensure a watertight seal.

4. There are damaged and overexposed shingles in the field. (See Photo 4) (See Photo 13) (See Photo 14)

**RECOMMENDATION:**

Replace and/or repair all damaged shingles in the field, where needed to ensure a watertight condition.

5. There are exposed fasteners in the field that may leak if not sealed. (See Photo 5)

**RECOMMENDATION:**

Seal any exposed fasteners in the field.

6. The plumbing jack flashing are not adequately sealed at the collars. (See Photo 6)

**RECOMMENDATION:**

Seal all plumbing vent collars where needed to ensure a watertight condition.

7. The vent, sun tunnel, and pipe jack flashings are not properly integrated into the roofing system, the water shedding ability of this area cannot be guaranteed. (See Photo 7) (See Photo 8) (See Photo 9) (See Photo 11) (See Photo 12)

**RECOMMENDATION:**

Properly integrate the vent, sun tunnel, and pipe jack flashings into the roof system, where needed to ensure a water impermeable condition.

8. We noted jack flashing with no installed flue, this condition will allow rain-water to penetrate into the structure. (See Photo 10)

**RECOMMENDATION:**

Cap or remove the jack flashing where needed to ensure a watertight condition. Note: Interested parties are advised to contact a plumbing contractor for further attic inspection in the area of the missing pipe.

9. There are isolated areas where the fasteners used to secure the shingles have come loose and are working their way through the shingles. (See Photo 15)

**RECOMMENDATION:**

Secure shingles where fasteners have penetrated through and seal as necessary.

10. The roofing membrane at mostly all areas shows excessive wear & tear and appears vulnerable leakage. (See Photo 16) (See Photo 17)

**RECOMMENDATION:**

Seal and repair the roof membrane as we deem necessary to ensure a water-tight condition.

11. The rain gutters do not appear to be shedding water properly due to damage. The owner is advised to contact a sheet metal contractor, or someone in this line of work, to inspect the gutter system and make any recommendations and/or repairs deemed necessary. (See Photo 18)

**SUMMARY:**

The cost to service item(s) 2-10 is \$2,800.00 Work is what we deem necessary to ensure a watertight condition and is not intended to correct all material and/or application flaws. For maintenance and/or warranty information, interested parties are advised to contact the original contractor and/or the manufacture.

## Report Photographs

The photographs in this report do not necessarily illustrate all of the damage in any particular finding. Also, not all problem areas will be supported by photographs. Please contact HomeGuard if you have any questions.



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10



Photo 11



Photo 12



Photo 13



Photo 14



Photo 15



Photo 16



Photo 17



Photo 18



# AUTHORIZATION AGREEMENT

111 Elmwood Court, San Bruno

To schedule work, email or fax this signed Authorization Agreement, or call directly:

email: hgrepairs@homeguard.com

Fax: (925) 294-1818

Direct: (855) 331-1900

HomeGuard Incorporated is authorized to proceed with the work outlined in the recommendations of the roof report no. 429210 for the property located at 111 Elmwood Court, San Bruno. The amount due will be payable upon completion of work. It is understood that the contract price does not include the charge of the inspection report or re-inspection fees. Inspection number 429210 is attached hereto and incorporated herein:

## HOME GUARD INCORPORATED AGREES:

1. To perform all repairs in a workmanlike manner. We assume no responsibility for work performed by others.
2. To be bound to perform this work for the price quoted above for a period of 30 days.
3. To use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any shrubs or other life.

## OWNER OR OWNER'S AGENT AGREE:

1. To pay for services rendered including any additional services requested, upon completion of work.
2. To pay a service charge of 1.5 percent per month or portion of any month beyond 30 days after completion.
3. To grant HomeGuard Incorporated a security interest in the above described real property to secure payment of the sum for work and/or inspection(s) completed.
4. Not to hold HomeGuard Incorporated responsible for any acts of God.

## BOTH PARTIES AGREE:

1. If additional damage is discovered by HomeGuard Incorporated during the performance of work, the company agrees to notify the owner or owner's agent of the amount of the damage and the cost to perform the additional work. This work will be performed upon written authorization.
2. If any additional work is deemed necessary by the local building inspector, said work will not be performed without additional authorization from the owner or owner's agent.

## NOTICE TO OWNER - LICENSING

"Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826.

"State law requires anyone who contracts to do construction work to be licensed by the Contractors State License Board in the license category in which the contractor is going to be working—if the total price of the job is \$500 or more (including labor and materials).

"Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors State License Board may be unable to assist you with a complaint. Your only remedy against an unlicensed contractor may be in civil court, and you may be liable for damages arising out of any injuries to the contractor or his or her employees.

"You may contact the Contractors State License Board to find out if this contractor has a valid license. The Board has complete information on the history of licensed contractors, including any possible suspensions, revocations, judgments, and citations. The Board has offices throughout California. Please check the government pages of the White Pages for the office nearest you or call 1-800-321-CSLB for more information."

## NOTICE TO OWNER - MECHANICS LIEN

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid. To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

# AUTHORIZATION AGREEMENT

111 Elmwood Court, San Bruno

To schedule work, email or fax this signed Authorization Agreement, or call directly:

email: hgrepairs@homeguard.com

Fax: (925) 294-1818

Direct: (855) 331-1900

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete. To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property."

## NOTICE TO OWNER - LIMITED LEAK-FREE WARRANTY

HomeGuard warrants roof components, designed as such, to be free of readily apparent defects. If leakage should occur due to a readily apparent defect, HomeGuard will repair the covered roof components at no charge within thirty (30) days of notification. The exceptions and exclusions from the terms of this warranty are as follows:

1. HomeGuard Incorporated is not responsible for any interior or exterior damage caused by any leak that may develop.
2. HomeGuard Incorporated is not responsible for removal of standing water after roof work has been completed.
3. HomeGuard Incorporated is not responsible for leaks caused by vandalism, work performed by others, or acts of God.
4. HomeGuard Incorporated is not responsible for leaks caused by accumulated debris on the roof.
5. HomeGuard Incorporated is not responsible for leaks in gutter systems, sidewalls or roof area under solar systems unless specifically warranted in the repair contract.
6. HomeGuard Incorporated is not responsible for leaks that are the result of inadequate protection caused by the original manufacturer's specifications.

At no time does HomeGuard Inc. warrant the performance and/or condition of the following: proprietary roofing systems, metal/metallic roofing systems, deck coatings, corrugated roof covers, patio covers, patio decks, internal roof components, tar and gravel roofs, exterior structural components, or roof slopes under 2:12.

Claims under this warranty must be reported to HomeGuard Incorporated within three (3) days of the discovery of the leak.

# AUTHORIZATION AGREEMENT

111 Elmwood Court, San Bruno

To schedule work, email or fax this signed Authorization Agreement, or call directly:

email: hgrepairs@homeguard.com Fax: (925) 294-1818 Direct: (855) 331-1900

The minimum service charge for any work is \$250. HomeGuard Incorporated will certify the repaired roof section(s) mentioned below to be leak-free for a period of 1 year after the corrective repairs noted below have been performed by HomeGuard.

**Corrective items:**

**\$2,800.00**

**Items 2, 3, 4, 5, 6, 7, 8, 9, 10**

### **BINDING ARBITRATION PROVISION**

Any controversy or claim arising out of or relating to the inspection performed by HomeGuard Incorporated shall be settled by final and binding arbitration filed by the aggrieved party with and administered by the American Arbitration Association (hereafter referred to as "AAA") in accordance with its Construction Arbitration Rules in effect at the time the claim is filed. The Rules, information and forms of the AAA may be obtained and all claims shall be filed at any office of the AAA or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: 212-716-5800, Fax: 212-716-5905, Website: <http://www.adr.org/>. The arbitration of all disputes shall be decided by a neutral arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. Any such arbitration will be conducted in the city nearest to the property that was inspected by HomeGuard Incorporated having an AAA regional office. Each party shall bear its own costs and expenses and an equal share of the administrative and arbitrators' fees of arbitration. This arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY AND ALL DISPUTES DECIDED THROUGH ARBITRATION. BY SIGNING THIS AGREEMENT, THE PARTIES ARE GIVING UP ANY RIGHT THEY MIGHT HAVE TO SUE EACH OTHER.

**OWNER OR OWNERS AGENT                      DATE                      BY: \_\_\_\_\_, HomeGuard Incorporated**

**X \_\_\_\_\_ ESCROW OFFICER: \_\_\_\_\_**

**Print Name \_\_\_\_\_ ESCROW PHONE NO: \_\_\_\_\_**

**X \_\_\_\_\_ ESCROW CO/NO: \_\_\_\_\_**

**Print Name \_\_\_\_\_**

**Name of person providing access \_\_\_\_\_ Phone Number \_\_\_\_\_**

***PLEASE BE SURE TO SIGN AND SEND ALL PAGES***



Invoice Date: 9/25/2017

Invoice No: LIV522158R

**Invoice**

<b>Bill To:</b>	
Karen Tam North American Title 1 Daniel Burnham Court #262C San Francisco CA 94109	
<b>Property Information:</b>	
Address: 111 Elmwood Court San Bruno CA, 94066 Report No. 429210 Escrow No. 1496945	
<b>Billing Information:</b>	
Inspection: 9/25/2017 Complete	\$0.00
Notice of Completion:	\$0.00
Other:	\$0.00
Total Due:	\$0.00

***DUE UPON RECEIPT - Please remit to: 510 Madera Ave., San Jose, CA 95112  
There is a \$25 fee for all returned checks.***

DocuSigned by:

Vijendra Prasad

DD316EE1FA69463...

10/11/2017



DocuSigned by:

Arun Prasad

DD316EE1FA69463...

10/11/2017

## Construction Contract

Discount Plumbing &amp; Heating, Inc.

1325 Howard Ave., #710

Burlingame, CA. 94010

(650) 991-2100

(650) 991-2125 fax

[discountplumbing@yahoo.com](mailto:discountplumbing@yahoo.com)

Federal Tax I.D. #94-3385270

CA License # 755272 C-36 A

### Job Site Address

Renovation Design Realty

111 Elmwood Ct

San Bruno, CA 94066

Date of Contract :9-23-2017

(415) 513-8876 Fiona Santos Agent

Email [fiona@rdsf.com](mailto:fiona@rdsf.com)

Job Description: Installation of Sewer System from foundation at garage to city main in street trenchless method.

We need to tarp off property saw cut demo and remove 3x3 square concrete at garage door, excavate trench and expose sewer at foundation to gain access to cast iron stub out,, set up street traffic control, saw cut demo and remove 4x4 square asphalt in street, excavate trench and dispose of all soil into dump truck and haul away to expose 6x4 wye on city main, excavate trench at property line to expose water service to prevent damage during bursting process, replace sewer line from foundation 50 feet long trenchless method through pipe bursting process with new sdr17 polyethylene sewer pipe to city main across street. Pass inspection on property and backfill two holes with native soil removed and concrete patch area, pass engineering street inspection and backfill and compact rock to a compaction rate of 98%, asphalt patch street. Cost includes building plumbing, street encroachment engineering permit, parts, tax, labor, dump fees, asphalt patchwork, 10 year transferable warranty on install, 25 year warranty on pipe sdr17 polyethylene from manufacture, cleanup. All work can be done and paid out of escrow!

1. MAP OUT USA MARK ALL UNDERGROUND FACILITIES
2. CAREFULLY EXCAVATE TO A MAXIMUM DEPTH OF (7) FEET
3. EXCAVATE & EXPOSE PARTS( 2 ) ( Pot Holes) OF THE OLD SEWER SYSTEM up to 7 feet depth
5. BURST ONE CONTINUOUS RUN FROM PROPERTY TO CITY SEWER LINE
6. INSTALLATION & CONNECTIONS OF NEW SEWER AND CLEANOUT
7. REMOVE & REPLACE ALL ASPHALT/CONCRETE AS NECESSARY TO COMPLETE THE JOB
8. PASS BUILDING & ENGINEERING INSPECTION FOR SEWER SYSTEM INSTALLATION
9. BACKFILL & TAMP DIRT TO 95% COMPACTION WITH NATIVE SOIL AND CLASS 2 BASE ROCK
10. PRICE INCLUDES A ONE YEAR WARRANTY Clogs. 10 year warranty POINTS OF CONNECTION. *Lifetime manufacturer warranty on pipe.* (No warranty on bellies ,sagging ground movement or root intrusion)11. ANY CONDITIONAL CHANGES TO THIS PROPOSAL WILL RESULT IN A CHARGE OF \$125.00 PER HOUR PER PLUMBER, IN ADDITION TO MATERIALS & TIME, WHICH WILL BE NEEDED IN ORDER TO COMPLETE THE PROJECT. *\*PRICE INCLUDES permits ALL PARTS, TAXES AND LABOR\*\**

**COST OF SEWER INSTALLATION PROJECT: \$ 6,870.00**

**IF 6X4 WYE NEEDS REPLACED ADD \$ INC**

**ANY QUESTIONS PLEASE CALL MY CELL (650) 333-0650 JASON WELLS SERVICE MANAGER**

**DISCOUNT PLUMBING WILL BEAT ANY BID BY \$300.00**

Thank you for providing us with the opportunity to bid on this project. As you may know, we have sufficient staff to complete this job in a timely manner. This will ensure maximum efficiency for your property.

If you have any questions concerning this proposal, please do not hesitate to contact me.

Sincerely,

Kevin Griffin  
CEO

Stipulations: Discount Plumbing & Heating, Inc. (Contractor) shall be excused of any delay in completion of the contract caused by force majeure, the acts of the owner or their agent, employee or independent contractor, contractors hired directly by the owner, adverse weather conditions, labor troubles, acts of public utilities, public bodies or inspectors, extra work, failure of the owner to make payments promptly, fire, delay in transportation, unavoidable casualties or other contingencies unforeseeable or beyond the reasonable control of the contractor.

## **NOTICE**

Contractor, subcontractors, suppliers and other persons who help to improve your property have the right to enforce a lien against your property for unpaid balances (Mechanics' Lien Law – California Code of Civil Procedure, Section 1181 et seq.)

**- Due to the emergency nature of this job, Discount Plumbing & Heating, Inc. will immediately begin processing necessary permits after the customer's acceptance and schedule the work for**

Therefore, Client hereby waives the right to cancel this Job within three (3) days: VP (Client Initials)

**- This proposal may be withdrawn by Discount Plumbing & Heating, Inc. within 0 day(s) if not accepted by Client from date of the Proposal.**

**- A monthly 1 1/2% penalty will be charged on past due accounts.**

**No contractual rights arise until both parties in writing accept this proposal.**

**The following terms & conditions are hereby declared an integral part of this proposal**

Standard Exclusion List: All quotes are good for 30 days due to the weekly cost increase of materials. There may be a surcharge added to jobs

Insurance: Owner shall procure at his own expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be in a sum at least equal to the contract price, with loss, if any, payable to any beneficiary under any deed of trust covering the project. Owner shall obtain and pay for insurance against injury to his employees and persons under Owner's direction, persons on the job site at Owner's invitation, and Owner's guests. Contractor shall carry Workmen's compensation insurance as required by law.

Warranty: Contractor warrants to the owner that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and all work will be of good quality, free from faults and defects and in conformance with the Contract documents. If within one year after the date of substantial completion of Contractor's Work or designated portion thereof, or one year after acceptance of the Owner of designated equipment or work, or within such longer period of time as prescribed by the terms of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct it within a reasonable time after receipt of a written notice from the Owner to do so, unless the Owner has previously accepted such condition. The Owner shall give such notice promptly after discovery of the condition.

Right to Stop Work: Contractor shall have the right to stop work if any payment shall not be made timely to contractor under this agreement. Contractor may keep the job idle until all payments are received. Furthermore, the Contractor may at his option terminate the contract and the owner shall be liable to the contractor for breach of contract, and all damages resulting therefrom.

Protection of Work: Owner shall effectually secure and protect the work done by contractor hereunder and assume full responsibility for the condition thereof. Owner shall be liable for any loss or damage to any work in place or to any equipment and materials on the job site caused by Owner or his agents, employees or guests.

Control of the Work: For the proper execution of the work, Contractor must have sole control over the work and coordination of subcontractors and employees. The owner may make changes in the work as provided by this agreement, but such changes must be coordinated solely through contractor. Owner shall not request any changes in the work directly from any Contractor's subcontractors, employees or suppliers.

Concealed and Changed Conditions: Contractor shall notify Owner of any conditions at the site or which were concealed from Contractor's reasonable inspection of the site, including but not limited to: hard rocky ground, and concealed gas telephone, cable, and/ or utility lines. Owner as extra work shall pay for any expense incurred due to such concealed or changed conditions.

Damage to Property: Owner understands that in the performance of the work, Contractor or his employees may cause damage to existing real and personal property at the exterior of the site including, but not limited to, landscaping, fences, driveway,

DocuSign Envelope ID: B1CFEDDD-6B0D-4126-AF23-F691AB588784 absence of malice or gross negligence. Owner assumes the risk of any damage for personal injury or property damage to owner or any third parties if owner continues to occupy the building/ residence during the course of the work.

**Disclaimers:** Contractor shall not be responsible for any labor or materials supplied by others on this project, or for any damages arising out of any labor or materials provided by others on this project. Contractor cannot guarantee his work to the extent that it is dependent upon work performed by other contractors who were not hired by Contractor. Contractor will use its best efforts but is not responsible for matching any pre-existing concrete or landscaping of Owner. Contractor shall also not be responsible for any earth movement or settlement of Owner's property.

**Notice to Contractor:** If the Owner becomes aware of any fault or defect in the project or non-conformance with the drawings or specifications, Owner shall give prompt written notice thereof to Contractor.

**Bankruptcy:** If either party becomes bankrupt, the other party has the right to cancel this contract.

**Mediation:** If at any time any controversy shall arise between Contractor and Owner regarding anything pertaining to this agreement or the contract documents, and which the parties hereto do not promptly adjust and determine, the controversy shall first be submitted to mediation under the Construction Mediation Rules of the American Arbitration Association. The cost of said mediation shall be borne equally by the parties. If mediation is unsuccessful and the parties do not resolve the dispute in mediation and proceed to litigation, then the cost of mediation, including attorney's fees shall be recoverable as accost to the prevailing party in said litigation.

**Attorney's Fees:** In the event the parties hereto become involved in litigation or arbitration arising out of this contract, or the performance or breach thereof, the trier of fact shall award reasonable costs expenses and attorney's fees to the prevailing party. The trier of fact shall not be bound by any court fee schedule, and may in the interest of justice, award the full amount of costs, expenses, and attorney's fees incurred in good faith.

**Governing Law:** the laws of the State of California shall govern this agreement.

**Limitations:** No action of any character, whether at law or in equity, and whether sounding in contract, tort or otherwise, arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract. This limitation shall not be extended by any negligent misrepresentation or unintentional concealment, but shall be extended as provided by law for willful fraud, concealment or misrepresentation.

**Termination of Contract:** If the work is stopped for a period of 30 days under an order of any court or other public authority having jurisdiction, or as a result of any act of government, such as a declaration of a national emergencies making materials unavailable, through no act or fault of the Contractor, its employees or agents, or if the work should be stopped for a period of 30 days by the Contractor because the owner has not made timely payments to Contractor as provided herein, or because of Owner's failure to perform or have performed any portion of the work which Owner was obligated to perform, then Contractor may terminate this Agreement and recover from the Owner payment for all work executed and for any loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and overhead and damages. If the Owner terminates the contract, Owner shall reimburse Contractor for any unpaid cost of the work due Contractor under the contract. Owner shall also pay Contractor for any loss sustained upon any materials, tools, equipment and machinery, including reasonable profit and overhead and damages. . In case of such a termination of the contract, the owner shall further assume and become liable for any and all obligations commitments and unsettled claims that the Contractor has previously undertaken or incurred in good faith in connection with said work.

**Proof of Payment:** Owner shall furnish reasonable evidence satisfactory to the Contractor, prior to commencing work and at such future times as may be required, that sufficient funds are available and committed to the entire cost of the project. Unless such reasonable evidence is furnished, Contractor is not required to commence or continue any work, if such evidence is not presented within a reasonable time, stop work upon 10 days notice to Owner. The failure of Contractor to insist upon the providing of this evidence at any time shall not be a waiver of Owner's obligation to make payments pursuant to this Agreement nor shall it be a waiver of Contractor's right to request or insist that such evidence be provided at a later date.

**Restoration of Work:** If the project is destroyed or damaged by an accident, disaster or calamity, such as fire, storm, flood, landslide, subsidence, or earthquake, or by theft or vandalism, any work done by Contractor in rebuilding or restoring the project shall be paid for by Owner.

**Entirety of Agreement:** This agreement as executed by Owner and Contractor, together with the documents referred to in this Agreement, constitutes the entire agreement between the parties with respect to the work hereunder, and there are no oral or written understandings, representations or commitments of any kind, express or implied not expressly set forth or referred to herein.

**Asbestos, Lead, Mold & Hazardous Waste:** Unless the contract specifically calls for the removal of disturbance or transportation of asbestos, lead or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions, and/ or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow Owner to a duly qualified asbestos, lead, mold, and/or hazardous material contractor to perform the work or do the work himself at Contractor's option. Said work shall be treated as an extra under this contract. Contractor is not responsible for pre-existing mold, or for mold caused by a long-term leak or a flood, which were not caused by Contractor.

**Arbitration:** Any controversy, claim or dispute arising out of or relating to this contract, or any breach, including without limitation any dispute concerning the scope of this arbitration clause, shall be settled by arbitration, in accordance with the Construction Industry Rules of the American Arbitration Association.



Owner(s):

*vijendra prasad* \_\_\_\_\_ Vijendra Prasad

*AMP* \_\_\_\_\_ Atrun Prasad

Contractor:  
Discount Plumbing & Heating, Inc.

By: \_\_\_\_\_

CA. State Contractors License # 755272