

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

92 Robinson Drive San Francisco, CA 94124 Listing Agent: Sammy L. Hastings, Renovation Design Realty, Inc. Direct Number: 415-871-6671 \ Email: Sammy@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 email: Sammy@rdrsf.com
- Offers should be submitted on the 7 page SFAR Purchase Contract, including Buyers Inspection Advisory and Agency Disclosures.
- Escrow has been opened with Karen Tam, North American Title, Escrow #1490855.
- 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. Hastings Realty Group 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 of concern 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

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info@rdrsf.com

The following Disclosures and Reports are included in this package:

- Disclosure Regarding Real Estate Agency Relationship (2 pages)
- Disclosure and Consent for Representation of More Than One Buyer or Seller (1 page)
- Market Condition Advisory (2 pages)
- Transfer Disclosure Statement (3 pages)
- Addendum to TDS (1 page)
- Natural Hazard Receipt (1 page)
- Sellers Property Questionnaire (4 pages)
- Statewide Buyer and Seller Advisory (12 pages)
- Agent Visual Inspection (3 pages)
- Earthquake Hazards Report (1 page)
- Lead Based Paint Disclosure (2 pages)
- Signed MLS (1 page)
- Water Heater Smoke Detector (1 page)
- Cell Advisory (1 page)
- Document Retention (1 page)
- Drought Advisory (1 page)
- Electronic Signature Disclosure (1 page)
- Insurance Claims Disclosure (1 page)
- Mold Advisory (1 page)
- 3R (2 pages)
- Underground Storage Tank (1 page)
- Energy/Water (Will supplement)
- San Francisco Advisory (18 pages)
- Property Inspections (30 pages)
- Pest Inspections (9 pages)
- Square Footage Advisory (1 page)
- Wire Fraud (1 page)
- JCP NHD Report (48 pages)
- Noise & Odor Advisory (1 page)
- Permits Advisory (1 page)
- Property Profile (4 pages)
- Preliminary Title (14 pages)
- Water Conservation/CMD (2 pages)
- Buyer Inspection Elections (1 page)
- Buyer Inspection Waiver (1 page)
- For Your Protection Get a Home Inspection (1 page)
- Prior Sale Structural Report (6 pages)
- Prior Sale Property Inspections (32 pages)

Buyers acknowledge th	y have received a	II disclosures	listed above
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Buyer:	Buyer:
Date:	Date:
Buyers Agent:	
Date:	



# 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 (I).

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)

	(OK A SLEAKATE FAGE).		3/11/2017	
☐ Buyer X Seller ☐ Landlo	rd Tenant		Date	
Buyer Seller Landlo	rd Tenant		Date	
Agent_DocuSigned by:	Hastings Realty Group	BRE Lic. # 0	1908151	
I I I	Real Estate Broker (Firm)	_	3/11/2017	
By	> BRE	Lic. # <u>01725510</u>	Date	
F0A8A(Stallest) terson or B	Broker-Associate) Sammy L. Hasting	gs		
o o	company also represents Buyer/Tenant:	The Listing Agent shall have one AD form	n signed by Seller/Landlord and a	3
different AD form signed by	, ,	t brokerage companies: (i) the Listing Ag	ont shall have one AD form signe	d by
Seller/Landlord and (ii) the	e Buyer's/Tenant's Agent shall have on	e AD form signed by Buyer/Tenant and e offer. If the same form is used, Seller m	either that same or a different	,
(SELLER/LANDLOF	RD: DO NOT SIGN HERE)	(SELLER/LANDLORD: DO I	NOT SIGN HERE)	
Seller/Landlord	Date	Seller/Landlord	Date	
1,7,0	States (Title 17 U.S. Code) forbid the			_

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



**AD REVISED 12/14 (PAGE 1 OF 2)** 

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

### 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. (I) "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	
(DO NOT COMPLETE. SAMPLE ONLY)	is the agent of (check one): $\Box$ the seller exclusively; or $\Box$ both the buyer and seller.
(Name of Listing Agent)	
(DO NOT COMPLETE. SAMPLE ONLY)	is the agent of (check one): $\Box$ the buyer exclusively; or $\Box$ the seller exclusively; or
(Name of Selling Agent if not the same as the Listing Agent)	□ both the buyer and seller.

(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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## 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 Buver-on-Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

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Seller Dom	Harrison Ku	<i>ii</i> Date 3/11/2017
Seller 588D1BA0876A43A		Date
Buyer		Date
Buyer		Date
Real Estate Broker (Firm) <i>Hastings Realty Group</i> By	CalBRE Lic # <u>01908151</u> CalBRE Lic # <u>01725510</u>	_ Date <sub>3/11/2017</sub> Date
Sammy L. Hastings		
Real Estate Broker (Firm)	CalBRE Lic#	Date
Ву	CalBRE Lic #	Date

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PRBS 11/14 (PAGE 1 OF 1)

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



### **MARKET CONDITIONS ADVISORY**

(C.A.R. Form MCA, Revised 11/11)

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

### 2. BUYER CONSIDERATIONS:

- A. OFFERING PRICE: AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: (i) If your offer is accepted, the property's value may not increase and may even decrease. (ii) If your offer is accepted, you may have "Buyer's remorse" that you paid too much. (iii) If your offer is rejected there can be no guarantee that you will find a similar property at the same price. (iv) If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.
- **B. NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: (i) the Buyer cannot obtain a loan; (ii) is dissatisfied with the property's condition after an inspection; or (iii) if the property does not appraise at a certain value. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:
  - (1)LOAN CONTINGENCY: If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.
  - (2)APPRAISAL CONTINGENCY: If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.

Buyer's Initials (	)(	)			Seller's Initials (	( ( )(	)	
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Reviewed by Date
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MCA REVISED 11/11 (PAGE 1 OF 2)

MARKET CONDITIONS ADVISORY (MCA PAGE 1 OF 2)

Property Address: 92 Robinson Dr, San Francisco, CA 94112

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	DocuSigned by:	Date	3/11/2017
Seller	Haiffison Kui	Date	

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



MCA 11/11 (PAGE 2 OF 2)



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

	COUNTY OF San	PROPERTY SITUATED IN THE CITY OF Francisco, STATE OF CALIFORNIA,
DESCRIBED AS	92 Robinson Dr, San Fr E OF THE CONDITION O	rancisco, CA 94112 DF THE ABOVE DESCRIBED PROPERTY IN
	LLER(S) OR ANY AGENT(S	(date) IT IS NOT A  B) REPRESENTING ANY PRINCIPAL(S) IN THIS  DNS OR WARRANTIES THE PRINCIPAL(S) MAY
WISH TO OBTAIN.		
This Real Estate Transfer Disclosure Stater disclosures, depending upon the details of the liens on residential property).	particular real estate transaction	ction 1102 of the Civil Code. Other statutes require for example: special study zone and purchase-money equired by law, including the Natural Hazard Disclosure
Report/Statement that may include airport an	noyances, earthquake, fire, floo	od, or special assessment information, have or will be ne disclosure obligations on this form, where the subject
☐ Inspection reports completed pursuant to the ☐ Additional inspection reports or disclosures:	contract of sale or receipt for de	eposit.
	II. SELLER'S INFORMAT	TION
Buyers may rely on this information in d hereby authorizes any agent(s) representi	eciding whether and on whang any principal(s) in this trai	at even though this is not a warranty, prospective at terms to purchase the subject property. Seller nsaction to provide a copy of this statement to any
person or entity in connection with any actuant THE FOLLOWING ARE REPRESENTATION THE AGENT(S), IF ANY. THIS INFORCONTRACT BETWEEN THE BUYER AND	IONS MADE BY THE SELLI RMATION IS A DISCLOSURI	PROPERTY.  ER(S) AND ARE NOT THE REPRESENTATIONS  E AND IS NOT INTENDED TO BE PART OF ANY
Seller ☐ is ☑ is not occupying the Home.  A. The subject property has the items checked by		
✓ Range ✓ Oven	☐ Wall/Window Air Conditioning ☐ Sprinklers	☐ Pool: ☐ Child Resistant Barrier
☐ Microwave	☐ Public Sewer System	Pool/Spa Heater:
Dishwasher	Septic Tank	Gas Solar Electric
Trash Compactor	Sump Pump	✓ Water Heater: ✓ Gas ☐ Solar ☐ Electric
✓ Garbage Disposal ✓ Washer/Dryer Hookups	☐ Water Softener ☐ Patio/Decking	✓ Water Supply:
Rain Gutters	Built-in Barbecue	☑ City ☐ Well
Burglar Alarms	Gazebo	Private Utility or
Carbon Monoxide Device(s)	Security Gate(s)	Other
Smoke Detector(s)	✓ Garage: ✓ Attached ☐ Not Attached	☑ Gas Supply: ☑ ☑ Utility ☑ Bottled (Tank)
☐ Fire Alarm ☐ TV Antenna	Carport	Window Screens
Satellite Dish	Automatic Garage Door Ope	ener(s)
Intercom	✓ Number Remote Control	ols 2 Quick Release Mechanism on
Central Heating	Sauna	Bedroom Windows
Central Air Conditioning	☐ Hot Tub/Spa:☐ Locking Safety Cover	☐ Water-Conserving Plumbing Fixtures
L Evaporator Cooler(s)		Firenless(s) in LIVING 200M
Exhaust Fan(s) in	Roof(s): Type:	Fireplace(s) in LIVING 200M  Age: 7 FRONT, 1 BACK (approx.)
Gas Starter Other:		vide: Transacti Parame (abbrevit)
Are there, to the best of your (Seller's) knowledge, a additional sheets if necessary):	any of the above that are not in ope	rating condition? Yes No. If yes, then describe. (Attach
(*see note on page 2)		.1.
Buyer's Initials () ()		Seller's Initials ( HL) ()
©1991 - 2014, California Association of REALTORS®, Inc. TDS REVISED 4/14 (PAGE 1 OF 3)		Reviewed by Date
REAL ESTATE TRAI	NSFER DISCLOSURE STAT	TEMENT (TDS PAGE 1 OF 3)

Hastings Realty Group Inc., 5172 3rd St. San Francisco, CA 94124

Phone: 415-871-6671

Fax: 415-738-5457

92 Robinson Dr

Property Address: 92 Robinson Dr, San Francisco, CA 94112	Date:
B. Are you (Seller) aware of any significant defects/malfunctions in any of the space(s) below.  ☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ R	
☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Plur ☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plur (Describe:	mbing/Sewers/Septics  Other Structural Components
	)
If any of the above is checked, explain. (Attach additional sheets if necessary.)	SEE ADDENDUM
*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 compleated and carbon monoxide device standards of Chapter 8 (commencing with Section device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 may not have quick-release mechanisms in compliance with the 1995 edition 10.4 of the Civil Code requires all single-family residences built on or before plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2017, 1, 1994, that is altered or improved is required to be equipped with water-consecutives in this dwelling may not comply with section 1101.4 of the Civil Code.  C. Are you (Seller) aware of any the following:	liance with the safety standards relating to, respectively, 13260) of Part 2 of Division 12 of, automatic reversing of Division 13 of, or the pool safety standards of Article 4 of, the Health and Safety Code. Window security bars on of the California Building Standards Code. Section January 1, 1994, to be equipped with water-conserving 014, a single-family residence built on or before January erving plumbing fixtures as a condition of final approval.
<ol> <li>Substances, materials, or products which may be an environmental haza formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage on the subject property</li> <li>Features of the property shared in common with adjoining landowners, so whose use or responsibility for maintenance may have an effect on the sign and additions, structural modifications, or other alterations or repairs in Room additions, structural modifications, or other alterations or repairs in Room additions, structural modifications, or other alterations or repairs in Room additions, structural modifications, or other alterations or repairs in Room additions, structural modifications, or other alterations or repairs in Room additions, structural modifications, or other alterations or repairs in Room additions, and structural problems or other alterations or repairs in Room additions, and structural problems.</li> <li>Fill (compacted or otherwise) on the property or any portion thereof</li> <li>Any settling from any cause, or slippage, sliding, or other soil problems.</li> <li>Hooding, drainage or grading problems</li> <li>Major damage to the property or any of the structures from fire, earthquation. Any zoning violations, nonconforming uses, violations of "setback" requiration.</li> <li>Neighborhood noise problems or other nuisances</li> <li>CC&amp;R's or other deed restrictions or obligations.</li> <li>Homeowners' Association which has any authority over the subject property.</li> <li>Any "common area" (facilities such as pools, tennis courts, walkways, or interest with others)</li> <li>Any lawsuits by or against the Seller threatening to or affecting this repursuant to Section 900 threatening to or affecting this repursuant to Section 900 threatening to or affecting this real property protection agreement pursuant to Section 903 threatening to or affecting or claims for damages pursuant to Section 910 or 914 alleging a de"common areas" (facilities such as pools, tennis</li></ol>	ge tanks, and contaminated soil or water  such as walls, fences, and driveways, subject property
If the answer to any of these is yes, explain. (Attach additional sheets if necessary	
if the answer to any of these is yes, explain. (Attach additional sheets if necessary	ary.). SILE AT INCHES AUVENIUM
<ul> <li>D. 1. The Seller certifies that the property, as of the close of escrow, will be Safety Code by having operable smoke detector(s) which are approved, Marshal's regulations and applicable local standards.</li> <li>2. The Seller certifies that the property, as of the close of escrow, will be Safety Code by having the water heater tank(s) braced, anchored, or street</li> </ul>	listed, and installed in accordance with the State Fire one in compliance with Section 19211 of the Health and
Buyer's Initials () ()	Seller's Initials ( HL ) ()

TDS REVISED 4/14 (PAGE 2 OF 3) Reviewed by

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

### ADDENDUM TO TDS/SPQ

### 2010

- Installed rear deck/stairs
- Updated kitchen (work done w/o permits)
- Replaced windows, front door, sliding door
- Updated electrical (work done w/o permits)
- Opened wall between dining room and kitchen (work done w/o permits)
- Replaced roof main house
- Repainted interior and exterior
- Tiled kitchen and family room

### 2011

Replaced sewer pipes in garage (work done w/o permits)

### 2015

- Replaced roof extension side (master bedroom)
- Installed new garage door opener.

### 2017

- Refinished and stained hardwood flooring
- Install new carpeting in master bedroom
- Install new shower door in master bathroom
- Touch-up painting through-out of the interior home
- Painted deck, exterior trim and garage
- Installed new shelves in kitchen
- Installed new light fixtures in hallways, bedrooms, and dining room.
- Installed new garage door.

### **General Conditions:**

- Upstairs back bedroom window and living room small window show signs of leaks during every rain.
- At time of our purchase we completed a structural inspection to address the reasons for the settling in the home. Since time of purchase no further settling was noted.
- Home has settled and floors are un-even in some areas.
- Isues with the front door since the doorframe is crooked. I do not use the lower latch bolk use the tends to get stuck.

Sell@r6A0876A43A 4/24/2017 Date:	_	
Buyer	Buyer	
Buyer Date:	Buyer Date:	

DocuSign Envelope ID: 2605E092-D7D1-4DAF-BBF7-8137C1F879D7

JUF-LUG Residential Property Disclosure Reports



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

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

Report Date: 03/08/2017

Report Number: 2059618

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

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

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

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.  Yes No_X	A SPECIAL FL	<b>OOD HAZAR</b> No <u><b>X</b></u>	<b>D AREA</b> (Any type Zone "A" or '	, ,	e Federal Emergency Management Agency Il jurisdiction	
maintenance requirements of Section 51182 of the Government Code.  Yes No X_  A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility provide fire protection services to any building or structure located within the wildlands unless the Dearment of Forestry and Fire Protection has entered into cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.  Yes No X_  A SEISMIC HAZARD ZONE pursuant to Section 2622 of the Public Resources Code.  Yes (Liquefaction Zone) Yes (Liquefaction Zone)  No X_ Map not yet released by state  THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITY INDICATORS, OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER TRANSFERE(S) AND TRANSFEROR(S) MAY WISH TO DEVELOP THE REAL PROPERTY MILL DISASTER TRANSFERE(S) AND TRANSFEROR(S) MAY WISH TO DEVELOP THE REAL PROPERTY WILL DISASTER TRANSFERE(S) AND TRANSFEROR(S) MAY WISH TO DEVELOP THE REAL PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER TRANSFERE(S) AND TRANSFEROR(S) MAY WISH TO DEVELOP THE REAL PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER TRANSFERE(S) AND TRANSFEROR(S) MAY WISH TO DEVELOP THE REAL PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER TRANSFERE(S) AND TRANSFEROR(S) MAY WISH TO DEVELOP THE REAL PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER TRANSFERE(S) AND TRANSFEROR(S) MAY WISH TO DEVELOP THE REAL PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER TRANSFERE(S) AND TRANSFEROR(S) MAY WISH TO DEVELOP THE REAL PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER TRANSFERE(S) AND TRANSFEROR(S) MAY WISH TO DEVELOP THE REAL P						
owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.  Yes No _X	maintenance re	quirements of			or 51179 of the Government Code. The owner of this Prop	perty is subject to the
A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.  Yes (Landslide Zone) Yes (Liquefaction Zone) Yes	owner of this P provide fire pro cooperative agr	roperty is sub tection service eement with a	oject to the maintenance require es to any building or structure	ements of Section 42 located within the w	291 of the Public Resources Code. Additionally, it is not the s rildlands unless the Department of Forestry and Fire Protecti	state's responsibility to
Yes (Liquefaction Zone)  No X  Map not yet released by state  THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVI INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFERE(S) AND TRANSFEROR(S) MAY WISH TO DETAIL THE PROPERTY.  DETAIL THE WAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVI INDICATORS OF WHETHER OR NOT A PROPERTY WHICH ALL BE AFFECTED BY A NATURAL DISASTER. TRANSFERE(S) AND TRANSFEROR(S) MAY WISH TO DETAIL THE PROPERTY.  SIGNATURE OF AGENT OF THE PROPERTY.  SIGNATURE OF AGENT OF TRANSFEROR(S) AND TRANSFEROR(S) MAY WISH TO DETAIL THE PROPERTY.  SIGNATURE OF AGENT OF TRANSFEROR(S) MAY WISH TO DETAIL DISASPEROR OF TRANSFEROR(S) MAY WISH TO DETAIL DISASPEROR OF TRANSFEROR(S) AND TRANSFEROR(S) MAY WISH TO DETAIL DISASPEROR OF TRANSFEROR(S) AND TRANSFEROR(S) MAY WISH TO DETAIL DISASPEROR OF TRANSFEROR OF T			CONE pursuant to Section 2622	of the Public Resourc	es Code.	
THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER. 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 BE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.  3/11/2017    Date   Signature of Agent   Date   Date   Signature of Agent   Date   Signature of Agent   Date   D	Yes (Landslide 2	Zone)	Yes (Liquefaction Zone)	Public Resources Co	ode.	
Signature of Agent    Date   Date   Date   Date   Date	DISASTER. THE INDICATORS CONTAIN PROPERTY OF THE INDICATORS OF THE	HE MAPS ON DF WHETHER ESSIONAL AL	N WHICH THESE DISCLOSUI R OR NOT A PROPERTY WILL	RES ARE BASED I BE AFFECTED BY YARDS AND OTHE 11/2017	ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY AI A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFER R HAZARDS THAT MAY AFFECT THE PROPERTY.	RE NOT DEFINITIVE
FOA8A64BT0C14F1  Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).  Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:  Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS DIVISION. Date 08 March 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 Hazar Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.	5B80/BA087	Profession (S)	A .	3/11/2017		Date
1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:  Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS DIVISION. Date 08 March 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 Hazar Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.	Transferor(s	) and their ag	ent(s) represent that the information		ů ů	
Date <u>08 March 2017</u> Transferee represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations in this Natural Hazar Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.	1103.7, and disclosure p information	that the representation that the representation in the representation in the representation that the representation in the represent	resentations made in this Natur substituted disclosure pursuant this statement and Report or (2)	ral Hazard Disclosure to Civil Code Section	e Statement are based upon information provided by the independent of 1103.4. Neither transferor(s) nor their agent(s) (1) has independent of the state of the st	ependent third-party endently verified the
Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.			er(s) <u>FIRST AMERICAN PROF</u>	ESSIONAL REAL ES	TATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS	<u>S DIVISION</u> .
Signature of Transferee(s)  Date  Date  Date						in this Natural Hazard
	Signature of Tra	ansferee(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,
- 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 <a href="http://www.disclosures.com/">http://www.disclosures.com/</a>.

# SAN FRANCISCO SELLER DISCLOSURE

SAN FRANCISCO ASSOCIATION of REA

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

SAN FRANCISCO ASSOCIATION OF REALTORS® STANDARD FORM

This form is intended for use in San Francisco

Property Address: 92 Robinson Dr, San Francisco, CA 94112

Seller's Name(s): Harrison Kui

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

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

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

Α.	Con	eral Disclosures	Ye	S	No	Know
71.	1.	Is the sale of the Property subject to court confirmation (e.g., a probate sale)?	f	1	1/1	[ ]
	2.	Are you involved in bankruptcy proceedings?	[	i	1	[]
		Are there any loans secured by the Property which have not yet been recorded?	[	1	1/1	1 1
	3.	Are there any loans secured by the Property which a notice of default has been recorded?	[	1		[ ]
	4.	Are there any liens, other than for property taxes or loans, recorded against the Property?	[	1		[ ]
	5.	Are there any current or potential unrecorded easements or liens?	I	1		[ ]
	6.	Are there any other matters which could affect delivery of clear title to the Property?	[	1		1 1
	7.	Are there any other matters which could affect delivery of clear fille to the Property.	[	1		1 1
	8.	Does the property tax bill include loan repayments for repairs to the Property, such as earthquake retrofit?	[	]		[ ]
	9.	Is the Property or any part of it currently rented?	[	]		[ ]
	10.	Does anyone have a right of first refusal or an option to buy or lease the Property?	[	1	[1]	
	11.	Has there been a release of an illegal controlled substance on or beneath the Property?	Į	]		[ ]
	12.	Has the Property been identified by a government health official as being contaminated by methamphetamine?	[	]		[ ]
		If so, please attach a copy of the notice or order.				
	13.	Are there any disputes, claims or litigation (past, present or anticipated) regarding the Property?	[	]		[ ]
		If so, please identify the parties to the dispute(s) and any court and case number(s) below.				
	14.	Has the Property been the subject of an insurance claim in the past 5 years for such things as fire, water				
		intrusion, mold damage, or any other reason?	[	1		[ ]
		militation, mora damage, or any other reason.				
Ift	15. he an	Does the smoking by any occupant or neighbor impact the Property?	[	]	[~]	[ ]
If the	15. he an	Does the smoking by any occupant or neighbor impact the Property?	i	]	[~]	[]
В.	Nei	Does the smoking by any occupant or neighbor impact the Property?	[	]	[ ✓ ]	Don't Know
	Nei	Does the smoking by any occupant or neighbor impact the Property?  swer to any of the above questions is yes, please explain in detail. (Attach additional sheets if necessary.)  ghborhood Conditions the there been any of the following in the neighborhood:	[	es	No No	Don't
В.	Nei	Does the smoking by any occupant or neighbor impact the Property?  swer to any of the above questions is yes, please explain in detail. (Attach additional sheets if necessary.)  ghborhood Conditions te there been any of the following in the neighborhood:  (a) Flooding, drainage or grading problems?	[ Υε	]	No [~]	Don't
В.	Nei	Does the smoking by any occupant or neighbor impact the Property?  swer to any of the above questions is yes, please explain in detail. (Attach additional sheets if necessary.)  ghborhood Conditions the there been any of the following in the neighborhood:  (a) Flooding, drainage or grading problems?  (b) Settling, slippage, sink holes, landslides or other soil problems?	Ye [	es ]	No [~]	Don't Know
В.	Nei	Does the smoking by any occupant or neighbor impact the Property?  swer to any of the above questions is yes, please explain in detail. (Attach additional sheets if necessary.)  ghborhood Conditions  the there been any of the following in the neighborhood:  (a) Flooding, drainage or grading problems?  (b) Settling, slippage, sink holes, landslides or other soil problems?  (c) Unusual odor problems?	Ye [ [ [	es ] ] ]	No [~] [_] [_/]	Don't Know
В.	Neig Hav	Does the smoking by any occupant or neighbor impact the Property?  swer to any of the above questions is yes, please explain in detail. (Attach additional sheets if necessary.)  ghborhood Conditions  the there been any of the following in the neighborhood:  (a) Flooding, drainage or grading problems?  (b) Settling, slippage, sink holes, landslides or other soil problems?  (c) Unusual odor problems?  (d) Contaminated soil or ground water?	Ye [ [ [	es ] ] ]	No [~] [_] [_/]	Don't Know
В.	Nei	Does the smoking by any occupant or neighbor impact the Property?  swer to any of the above questions is yes, please explain in detail. (Attach additional sheets if necessary.)  ghborhood Conditions  the there been any of the following in the neighborhood:  (a) Flooding, drainage or grading problems?  (b) Settling, slippage, sink holes, landslides or other soil problems?  (c) Unusual odor problems?  (d) Contaminated soil or ground water?  Is the Property zoned for, or affected by, any of the following:	Ye [ [ [	] 	No [ ] [ ] [ ] [ ]	Don't Know
В.	Neig Hav	Does the smoking by any occupant or neighbor impact the Property?  swer to any of the above questions is yes, please explain in detail. (Attach additional sheets if necessary.)  ghborhood Conditions  the there been any of the following in the neighborhood:  (a) Flooding, drainage or grading problems?  (b) Settling, slippage, sink holes, landslides or other soil problems?  (c) Unusual odor problems?  (d) Contaminated soil or ground water?  Is the Property zoned for, or affected by, any of the following:  (a) Manufacturing, commercial, industrial, or airport uses?	Ye [ [ [	] 	No [ ] [ ] [ ] [ ]	Don't Know
В.	Neig Hav	Does the smoking by any occupant or neighbor impact the Property?  swer to any of the above questions is yes, please explain in detail. (Attach additional sheets if necessary.)  ghborhood Conditions  the there been any of the following in the neighborhood:  (a) Flooding, drainage or grading problems?  (b) Settling, slippage, sink holes, landslides or other soil problems?  (c) Unusual odor problems?  (d) Contaminated soil or ground water?  Is the Property zoned for, or affected by, any of the following:  (a) Manufacturing, commercial, industrial, or airport uses?  (b) Pending real estate developments (e.g., planned unit developments, subdivisions or	Ye [	] es ] ] ]	No [\forall ] [\forall ] [\forall ]	Don't Know
В.	Neig Hav	Does the smoking by any occupant or neighbor impact the Property?  swer to any of the above questions is yes, please explain in detail. (Attach additional sheets if necessary.)  ghborhood Conditions  the there been any of the following in the neighborhood:  (a) Flooding, drainage or grading problems?  (b) Settling, slippage, sink holes, landslides or other soil problems?  (c) Unusual odor problems?  (d) Contaminated soil or ground water?  Is the Property zoned for, or affected by, any of the following:  (a) Manufacturing, commercial, industrial, or airport uses?  (b) Pending real estate developments (e.g., planned unit developments, subdivisions or property intended for commercial, industrial, sports, educational or religious use)?	Ye Ye [	es ] ] ] ] ] ]	No [5] [5] [5] [5] [5]	Don't Know
В.	Neig Hav	Does the smoking by any occupant or neighbor impact the Property?  swer to any of the above questions is yes, please explain in detail. (Attach additional sheets if necessary.)  ghborhood Conditions  the there been any of the following in the neighborhood:  (a) Flooding, drainage or grading problems?  (b) Settling, slippage, sink holes, landslides or other soil problems?  (c) Unusual odor problems?  (d) Contaminated soil or ground water?  Is the Property zoned for, or affected by, any of the following:  (a) Manufacturing, commercial, industrial, or airport uses?  (b) Pending real estate developments (e.g., planned unit developments, subdivisions or	Ye [	] 	No [5] [5] [5] [5]	Don't Know

Seller's Initials

Seller's Initials

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Don't

Prope	rty Address: 92 Robinson Dr, San Francisco, CA 94112			Don't
		Yes	No	Know
4	Are there any existing or anticipated plans or proposals to close, construct or otherwise alter public utilities,	f 3		г 1
	roadways, or other public or private facilities?			
	5. Has there been any criminal activity in the neighborhood?			
	6. Are there any current or recent neighborhood animal problems?	[ ]		[ ]
If the	answer to any of the above questions is yes, please explain in detail. (Attach additional sheets if necessary.)			
				Don't
C. 1	Property Conditions, Past and Present	Yes	No	Know
1	Have you made any additions or alterations or repairs to the Property during your ownership?	[ ]	[ ]	[ ]
	If yes, please identify the work below (include repainting in the last 12 months) and provide approximate dates.	г А	r 3	
2	Have you, or any professionals on your behalf, filed any permit applications for work to the Property?			
	If yes, (a) In each case, was the permit issued?			
,	(b) for permitted work, did an inspector approve the work in writing after completion?			
	<ul> <li>Was any work done to the Property, prior to your ownership, without permits?</li></ul>			
		[ ]	[ ]	[]
	5. Are there any ongoing maintenance issues or items in the building(s)?	[ ]		
	7. Have the building(s) been designated as "Soft-Story" by the San Francisco Dept. of Building Inspection?	[ ]		[ ]
	3. Are there gutters or downspouts with holes, excessive rust or leakage?			Ĺĺ
	2. Are there any past, present or seasonal leaks or water intrusion from or through the skylights, windows, roof,			
	siding, basement, foundation, or otherwise? (Please itemize even if leaks have stopped.)	[√]	[ ]	[ ]
	10. Are there any sump pumps, underground drains, French drains (i.e., perforated piping), dry wells or surface			
	water disposal systems in the crawl space/subarea or elsewhere?	[]	[~]	[ ]
	11. Are there any past or present sewer or sewage problems (e.g., stoppage, leakage, backup, etc.)?	[ ]		[ ]
	12. Are there any water supply problems (e.g., odor, discoloration, sediment, or lack of pressure)?		_	
	13. Will any plumbing fixtures on the Property <b>not</b> meet California water conservation standards at Close of Escrow?	[ ]		
	14. Is there a low-pressure water-heating or steam-generating boiler in operation?	[ ]		[ ]
	<ol> <li>Is there any damage relating to trees or plants on the Property (e.g., disease, weakened root structure)?</li> <li>Are there any problems with retaining walls (such as leaning, bulging or cracking)?</li> </ol>	[ ]	[./]	[ ]
	17. Are there any problems with existing underground sprinkler systems?	[ ]		[ ]
	18. Are there any problems with automatic garage door(s) or automatic reversing device(s)?	[]		[]
	19. Are there any concealed hardwood floors? If yes, please describe the location(s) and condition below	[]		i i
	20. Is there any non-tempered glass on shower or sliding doors?	[ ]	[1]	Î Î
	21. Were there any deaths on the Property in the last 3 years?	[ ]	[~]	[]
2	22. Has there been any criminal activity on the Property?	[]		[ ]
	23. Were any animals kept on the Property in the past year?			[ ]
	24. Are there any stains, damage or odor caused by animals?	[ ]		[ ]
	answer to any of the above questions is yes, please explain. (Attach additional sheets if necessary.)			
255	ADDENDUM			
D	Inspections, Reports, Notices and Plans			MINISTER STATE OF THE STATE OF
<b>D</b> .	It is strongly recommended that the Seller provide the Buyer with copies of all inspection reports and repair estim	ates.		
	1. Are you aware of any inspections conducted, or reports or repair estimates prepared for you, the Association (if an	y), any p	previou	is owner
	or any prospective Buyer regarding any of the following subjects? (Check all that apply.)			
	[ ] Pest Control [ ] Property Inspection [ ] Structural/Engineering [ ] Roof			
	[ ] Pool/Spa [ ] Boiler Inspection [ ] Septic Tank [ ] Plumb			
	[ ] Heating [ ] Air Conditioning [ ] Soils/Drainage [ ] Survey	y	· · · · · · · · · · · · · · · · · · ·	Taul
,	[ ] Energy Efficiency [ ] Natural Hazards [ ] Environmental Hazards [ ] Under 2. Are you aware of any "Soft-Story" earthquake retrofit documents including any of the following? (Check	ground S k all tha	t anni	· rank
		K all tila	и аррі	y.)
	[ ] Notices [ ] Reports/Studies [ ] Bids/Estimates [ ] Plans [ ] Permits [ ] Other [ ] Other [ ] Other			
Pleas	e describe below all items checked in 1 and 2 above and indicate whether copies of the reports are available.			***************************************
1 1005	a describe colon an items encoused in 1 and 2 doors and indicate intenter copies of the reports are a analysis		A	vailable
Туре	of Report Inspector/Preparer Date		1	es No
-			_ [	11
			_ [	11
			[	11
		. :4: - 1	[	1 [
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Pro	perty	Address: 92 Robinson Dr, San Francisco, CA 94112					
	3.	Are you aware of any inspections, reports or plans that pertain to any neighborhood property or condition which may affect the subject Property? If yes, please explain:			_		es No
	4.	Are you aware of any architectural plans or drawings relating to the Property? If yes, please identify:				Г	1.1.
E.	Cor	ndominiums/Cooperatives/Other HOAs/TICs				L	
		ais Property is part of a condominium, cooperative, co-ownership or neighborhood association, please answer the following:					
	1.	Type: [ ] Condominium [ ] Cooperative [ ] Tenancy-in-Common (TIC) [ ] Other (please specify)					
	2.	Name of Association:					
	3.		anaş	gem	ent	co	mpany)
		Name and phone number of management contact:					
	POI		*/			I .	Don't
		R CONDOMINIUMS  And the arrangement of the Companies and Restrictions (CC & Re)?	-	es		0	Know
	4.	Are there Bylaws in addition to the Covenants, Conditions and Restrictions (CC&Rs)?					
	5.	Is the sale of the unit and/or the maximum price allowed controlled by low or moderate Buyer income limits?					
	6. 7.	Is a license required (e.g., business license for live/work unit)?					[]
		R TENANCIES-IN-COMMON	[	J	L	J	[ ]
	8.	How many separate ownership interests have been, or are being, created?					
	9.	How many of those ownership interests are currently on the market?					
	10.	What percentage ownership interest is being offered with this sale?					
		Is there an existing TIC agreement?		1	ſ	1	[ ]
	11.	If yes, have any amendments been made to it?					11
	12.	If no TIC agreement currently exists, is one in the course of being prepared?					
			-	-		-	. ,
	13.	If yes, who is preparing the agreement?  For a TIC with 5 or more dwelling units, has a Public Report been issued?	[	1	[	1	[ ]
		If yes, please supply the date the report was issued					
	14.	If yes, please supply the date the report was issued  Is there an existing loan on the Property to which a qualified Buyer may be added or substituted?	[	]	[	]	[]
		If yes, please supply the amount and terms of the loan for this ownership interest below.					
	15.	Are there any fractional interest loans secured by the Property?	[	]	[	]	[]
		If yes, please supply the names of lenders who have made loans and/or approved the TIC agreement below.					
	FO]	R ALL					
	16.	Are there any insurance policies on the building?	[	]	[		[]
		<ul><li>(a) Name of the carrier(s):</li><li>(b) Name and phone number of the agent or broker:</li></ul>					
		(b) Name and phone number of the agent or broker:		,		,	
		(c) Is earthquake coverage included?					
		Does the sale require approval by any governing board or group?					L J
		Are there house rules in addition to the CC&Rs, Cooperative Bylaws/Proprietary Lease, or TIC agreement?					LJ
	19.	Is a budget available for this fiscal year?	[	]	L	]	L 1
		Are there any minutes available for any meetings held within the last 12 months?				1	[ ]
	21.	Are there any minutes available for any meetings field within the last 12 months?  Are there any established websites, Facebook pages or similar online sources for the HOA, Cooperative or TIC?	[	1	I	1	
	22.	If yes, please identify each URL or other location reference:	[	J	L	1	L
	22	Are regular assessments or dues levied against the Property?		1	Г	1	
						J	
	24	If yes, please list amounts and frequency:	[	1	ſ	1	[
	25	Are there any approved or anticipated mereases in regular assessments?	[	1	1	1	[
	26	Are you in violation, or are you aware of others in violation, of the legal documents or house rules?	j	j	Ī	]	[
	27.	Are there any pet limitations affecting the Property?	[	]		]	[
	28.	Are there any other restrictions, limitations or rules affecting the use of this Property?	[	]	[	]	[ ]
	29.	Are there any parking spaces designated for the unit? If yes, please give locations below	[	]	[	]	[ ]
	30.	Are there any limitations on the parking (e.g., tandem, rotational, low clearance, small car only)?	[	]	I	]	[ ]
	31.	Are there any storage spaces designated for the unit? If yes, please give locations below	[	]		]	[ ]
	32.	Are there any other areas (e.g. decks, patios) designated exclusively for the unit? If yes, please describe below	[	]	[	]	[ ]
If	the a	answer to any of the above questions requires a description or further explanation, please provide details a	ınd	att	ach	all	relate
do	cume	ents, if not already provided to Buyer. (Attach additional sheets if necessary.)					
					-		
					-		
Pa	ge 3	of 4 Buyer's Initials Seller's In	itial	s			
		2/16) / Copyright © 2016 San Francisco Association of REALTORS®					closure)
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		<b>1</b> .7	N.T.	Do
	tuiti Chic Tenant Occupied Renaul Froperty (miss approximate and miss ap	Yes	No	
1.				
2.				L
3.				
4.		[ ]		
5.				
6.		[]		[
	If yes, have they been served with a §6.14 or equivalent notice?	[]		[
7.				
8.				
9.				
10. 11. 12.		1	ſ	
	10 11 11 0	[ ]	ſ	1 [
	2. Are you aware of any attempts to buy out any existing tenants:	1 1	I r	1 [
	3. Are you aware of any agreements with any current or former tenants to voluntarily vacate a unit?	[ ]	L	1 [
	If yes to question 12 or 13 above, please itemize below and it is recommended that Seller provide Buyer with the			
	Tenant Buyout Legislation Advisory and Seller's Supplemental Disclosure.			
14	4. Have any petitions been filed by a tenant regarding their tenancy in the Property?			
1:	5. Have any communications been received from a tenant about the condition of their unit?		[	
10	6. Has any tenant requested an accommodation pursuant to the Americans with Disabilities Act?	[ ]	[	
1	7. Are you aware of any unlawful rent increases given to any tenant?			
1:	8. Has all interest on security deposits been paid current through last tenancy anniversary dates?			
13	8. Has all interest on security deposits been paid current through last tenancy anniversary dates?			
	9. For tenants with written leases, are you aware of any modifications to leases which are not in writing?			
20	<ol> <li>For tenants with written leases, are you aware of any modifications to leases which are not in writing?</li></ol>			
20	9. For tenants with written leases, are you aware of any modifications to leases which are not in writing?			
20	<ol> <li>For tenants with written leases, are you aware of any modifications to leases which are not in writing?</li></ol>			
20	<ol> <li>For tenants with written leases, are you aware of any modifications to leases which are not in writing?</li></ol>			
20 If	<ol> <li>For tenants with written leases, are you aware of any modifications to leases which are not in writing?</li></ol>	.[]	[	Do
20 If	9. For tenants with written leases, are you aware of any modifications to leases which are not in writing?	Yes	[	Do Kr
20 If	9. For tenants with written leases, are you aware of any modifications to leases which are not in writing?	Yes	[	Do Kr
20 III	9. For tenants with written leases, are you aware of any modifications to leases which are not in writing?	Yes [ ]	No. [~	Do Kr
20 III —————————————————————————————————	9. For tenants with written leases, are you aware of any modifications to leases which are not in writing?	Yes [ ]	No. [~	D Ki
20 III —————————————————————————————————	9. For tenants with written leases, are you aware of any modifications to leases which are not in writing?	Yes [ ]	No. [~	Do Ki
20 III —————————————————————————————————	9. For tenants with written leases, are you aware of any modifications to leases which are not in writing?	Yes [ ]	No. [~	D K
20 Iff	9. For tenants with written leases, are you aware of any modifications to leases which are not in writing?	Yes [ ]	No. [~	D K
20 Iff	9. For tenants with written leases, are you aware of any modifications to leases which are not in writing?	Yes [ ]	No. [~	D K
20 Iff	9. For tenants with written leases, are you aware of any modifications to leases which are not in writing?	Yes [ ] riate.	No   [ \stacksquare	D Ki
20 III	9. For tenants with written leases, are you aware of any modifications to leases which are not in writing?	Yes [ ] riate.	Ne [V	D Ki

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

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

Page 4 of 4 (Rev. 12/16)



### 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)

92 Robinson Dr Property Address San Francisco, CA 94112

Date *March 8, 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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SBSA REVISED 1/16 (PAGE 1 OF 12)

Property Address: 92 Robinson Dr., San Francisco, CA 94112 Date: March 8, 2017

- 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 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. Buver 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 July1, 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 <u>may</u> 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. 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) 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. Buver 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: Buver and Seller are advised that Buver 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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Property Address: 92 Robinson Dr, San Francisco, CA 94112

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 <a href="http://www.cpsc.gov">http://www.cpsc.gov</a> during Buyer's inspection contingency period. Another source affiliated with the CPSC is Saferproducts.gov which allows a Buyer to search by product type or product name. Buyers may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyers satisfy themselves regarding recalled or defective products. Brokers do not have expertise in this area and Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit.
- **42. RENTAL PROPERTY RESTRICTIONS:** Buyer and Seller are advised that some cities and counties impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property and the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- **43. LAND LEASE:** Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.
- **44. HOME WARRANTY:** Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.

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Property Address: 92 Robinson Dr., San Francisco, CA 94112 Date: March 8, 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.

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Property Address: 92 Robinson Dr., San Francisco, CA 94112

- **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. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- **55. DEATH ON THE PROPERTY:** California Civil Code Section 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when. Section 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing.
- **56. ELECTRONIC SIGNATURES:** The ability to use electronic signatures to sign legal documents is a great convenience, facilitating the ability to send and receive documents and reach agreement in a real estate transaction. However, Buyers and Sellers are cautioned to carefully read each provision. Arrows indicating "sign here" are merely there for the convenience of finding the next signature line. Only sign if you consent to the terms provided in the document. Brokers strongly advise Buyers and Sellers to read the entire document before signing even if they have reviewed an earlier draft. Do not just scroll through or skip to the next signature line. You are signing a legally binding agreement. Read it carefully. Ask your Broker, Agent or legal advisor if you have questions or do not understand a provision, and sign only if you agree to be bound by the terms.



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



92 Robinson Dr



# 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 concern	ns the residential property situated in the City of	of San Francisco	, County of
San Francisco	, State of California, described as	92 Robinson Dr	
			("Property").
This Property is a duplex, triple: units.	x, or fourplex. This AVID form is for unit #	Additional AVID forms re	equired for other
Inspection Performed By (Real Es	tate Broker Firm Name)	Renovation Design Realty, Inc.	
<u> </u>	ted exceptions, that a real estate broker or sapection of reasonably and normally accessible		•

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. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

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. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty.

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.

<u>Size of Property or Improvements:</u> 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.

<u>Off-Property Conditions:</u> 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.

<u>Analysis of Agent Disclosures:</u> 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 PROFESSIONALS WITH 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
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AVID REVISED 11/13 (PAGE 1 OF 3)

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### AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

Reviewed by

Date

Buyer's Initials (

AVID REVISED 11/13 (PAGE 2 OF 3)

Copyright © 2013, CALIFORNIA ASSOCIATION OF REALTORS®, INC.

92 Robinson Dr Property Address: San Francisco, CA 94112 Date: April 24 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: 04/19/2017 Weather conditions: **Sunny** Other persons present: 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): Newly refinished hardwood floors noted. Living Room: Fireplace noted, Condition unknown, Buyer to have inspected by licensed professional prior to use. Newly refinished hardwood floors. No overhead light noted. Small window leaks during heavy rains. **Dining Room:** Newly refinished hardwood floors. New light fixture noted. Kitchen: Tile flooring noted. Condition of appliances unknown. Handle missing from sink cabinet. Family room - No over head lights noted. Open beam ceilings noted. Doors leading to deck. Tile floors noted. Other Room: Hall/Stairs (excluding common areas): Newly refinished hardwood floors. New light fixture noted. Bedroom # 1 : Master on main floor - New carpet noted. New light fixture noted. Bedroom # 2 : Main floor - Newly refinished hardwood flooring. New light fixture noted. Bedroom # 3 : Upstairs - Newly refinished hardwood floors. New light fixture noted. Bedroom window leaks during heavy rain. 1 : Master suite - Tile walk in shower noted. New shower door noted. Stains noted to some areas of grout in tile. 2 : Upstairs - Shower over tub noted. Stains noted to some areas of grout in tile. Other Room:

Reviewed by \_

Seller's Initials

92 Robinson Dr Property Address: San Francisco, CA 94112 Date: April 24 2017 If this Property is a duplex, triplex, or fourplex, this AVID is for unit # Other Room: Other: Touch-up paint noted in some areas through out interior of home. Other: Setting noted to home. Some areas of the floors may not be level. Home located on hillside. Other: Garage/Parking (excluding common areas): Washer and dryer hook ups noted in garage. New paint noted to floors and walls. Single door, tandem style parking noted. New garage door noted. Exterior Building and Yard -Front/Sides/Back: Landscaping noted. Stains and cracks noted to some ares of sidewalks. Home does not have usable backvard. Other Observed or Known Conditions Not Specified Above: Buyer advised to have inspection by licensed professional prior to purchase. Home owner has done some updates to the home, with and without the use of permits. 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 Floker (Firm who performed the Inspection)

Renovation Design Realty, Inc.
4/24/2017 Βv 45D2BFCCE7F244 Signature of Associate Licensee or Broker) Sammy L. 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. 4/24/2017 Date Harrison Kui **SELLER SELLER** -5B8D1BA0876A43A. Date **BUYER** Date **BUYER** Date Real Estate Birth (Firm Representing Seller) Renovation Design Realty, Inc. 4/24/2017 (Associate Licensee or Broker Signature) Real Estate Broker (Firm Representing Buyer) Date (Associate Licensee or Broker Signature) The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright ©2007, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by



# Residential Earthquake Hazards Report (2005 Edition)

			SSOR'S PAR	CEL NO.	
TREET ADDRESS 12 Robinson Dr		YEAR	BUILT		
ITY AND COUNTY San Francisco San Francisco		ZIP C		112	
San Francisco San Francisco			34	112	
swer these questions to the best of your knowledge. If you do not have actual kno swer "Don't Know." If your house does not have the feature, answer "Doesn't Apply." icate where in this guide you can find information on each of these features.	wledge The pag	as to v e numi	whether the pers in the	e weaknes right-hand	s exists I columr
			Doesn't	Don't	
	Yes,	No	Apply	Know	Page
Is the water heater braced, strapped, or anchored to resist falling during an earthquake?	<b>V</b>				12
Is the house anchored or bolted to the foundation?					14
If the house has cripple walls:					
<ul> <li>Are the exterior cripple walls braced?</li> </ul>					16
<ul> <li>If the exterior foundation consists of unconnected concrete piers and posts, have</li> </ul>					
they been strengthened?					18
If the exterior foundation, or part of it, is made of unreinforced masonry, has it been					
strengthened?				~	20
If the house is built on a hillside:				<u></u>	
Are the exterior tall foundation walls braced?				~	22
<ul> <li>Were the tall posts or columns either built to resist earthquakes or have they been</li> </ul>					20
strengthened?				1	22
If the exterior walls of the house, or part of them, are made of unreinforced masonry,					24
have they been strengthened?				1	24
If the house has a living area over the garage, was the wall around the garage door					26
opening either built to resist earthquakes or has it been strengthened?				1	20
Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately	7	o ho ro	norted on t	ha	36
surrounding known earthquake faults)?		,	oorted on t ards Disclo		30
Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landsliding)?	Ivatu	Rep		Suic	36
any of the questions are answered "No," the house is likely to have an earthquake weak icate a need for further evaluation. If you corrected one or more of these weaknesses, described herein, I have answered the questions above to the by any potential earthquake weaknesses it may have.	cribe the	work or	n a separat	e page.	
,				la =	. 7
ECUTED BY				4-1-	1/
ttox-				D-4-	
(Seller)				Date	
(Seller)  Arrison Kui  Cknowledge receipt of this form, completed and signed by the seller. I understand that if estions, or if seller has indicated a lack of knowledge, there may be one or more earthquakens.	the sell	er has a	answered '	Date 'No" to one	or more
(Seller)  (Selle	the sell	er has a	answered 'this house	Date  'No" to one	or mor
(Seller)  (Selle	e weakn	esses ir	this house	Date	
(Seller)  cknowledge receipt of this form, completed and signed by the seller. I understand that if estions, or if seller has indicated a lack of knowledge, there may be one or more earthquakeness.	e weakn	esses ir	this house	Date	



## 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 incorporate Purchase Agreement, Residential Lease or Month-to-M		
92 Robinson Dr, San Fran		"Property") in
which		is referred to as Buyer or
Tenant and Harrison I	Kui	is referred to as Seller or
Landlord.		
LEAD WARNING STATEMENT (SALE OR PURCHASE) which a residential dwelling was built prior to 1978 is n lead-based paint that may place young children at risk of d produce permanent neurological damage, including learni and impaired memory. Lead poisoning also poses a paresidential real property is required to provide the buye assessments or inspections in the seller's possession and assessment or inspection for possible lead-based paint hat LEAD WARNING STATEMENT (LEASE OR RENTAL) from paint, paint chips and dust can pose health hazards young children and pregnant women. Before renting pre-1 paint and/or lead-based paint hazards in the dwelling. Lead-based paint prevention.  EPA'S LEAD-BASED PAINT RENOVATION, REPROPATED CONTRACTORS and maintenance professionals working lead-based paint be certified; that their employees standards. The rule applies to renovation, repair, or lead-based paint in a room or more than 20 square for rule begins October 1, 2010. See the EPA website at 1. SELLER'S OR LANDLORD'S DISCLOSURE  I (we) have no knowledge of lead-based paint and/or lead-ba	otified that such property may pre- eveloping lead poisoning. Lead pois- ng disabilities, reduced intelligent of rticular risk to pregnant women. If with any information on lead-bar- notify the buyer of any known lead- zards is recommended prior to pure- Housing built before 1978 may con- if not managed properly. Lead expensesees must also receive federally  AIR AND PAINTING RULE: The pre-1978 housing, child care in the painting activities affecting mo- meet of lead-based paint on the ex- www.epa.gov/lead for more infor-	esent exposure to lead from soning in young children may uotient, behavioral problems. The seller of any interest in sed paint hazards from risk l-based paint hazards. A risk chase. Intain lead-based paint. Lead esure is especially harmful to e the presence of lead-based approved pamphlet on lead approved pamphlet on lead facilities, and schools with a protective work practice re than six square feet of exterior. Enforcement of the ormation.
I (we) have no reports or records pertaining to lead-ba than the following, which, previously or as an attachme		
I (we), previously or as an attachment to this addendum Family From Lead In Your Home" or an equivalent pan Guide to Environmental Hazards and Earthquake Safet	nphlet approved for use in the State by."	such as "The Homeowner's
For Sales Transactions Only: Buyer has 10 days, un conduct a risk assessment or inspection for the present		
I (we) have reviewed the information above and certification	fy, to the best of my (our) know	edge, that the information
provided strue and correct.	3/11/2017	
	3, 11, 201.	
Selle Bull Land Harrison Kui		Date
<u> </u>		
Seller or Landlord		Date
The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1996-2010, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.  FLD REVISED 11/10 (PAGE 1 OF 2)	Buyer's/Tenant's Initials ()  Reviewed by Date _	FOUL VOLUME
.`'		

Property Address: 92 Robinson Dr, San Francisco, CA 94112 Date *March 8, 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. 3/11/2017 Hastings Realty Group (Please Print) Agent (Broker representing Seller or Landlord) 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) Associate-Licensee or Broker Signature Date

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Reviewed by Date



FLD REVISED 11/10 (PAGE 2 OF 2)

# Single-Family Homes Client Detail Report

Listings as of 04/19/17 at 7:28am Page 1 92 Robinson Dr San Francisco 94112 Crocker Amazon \$ 795,000 See Map

Tax No Autofill

REO:

MLS#: 456921 Active

Single-Family Homes Cross St: Lapham Way BIk/Lot/APN: 6432016

**BA**: 2

**BD**: 3

~Sq Ft: 1651

Short Sale:No

Pend. Lit.:

LD: 04/17/17

Map: CQ52 Zoning: RH-1

OMD: 04/17/17

Parking Type: \$/SF: 481.53

Paid:

#Rms: 8 Year Built: 1951 Lot SqFt: 3,532

D/S:10/B

HOA: **HOA Dues: 0.00 HOA Name:** Builder/Architect:

No

Pkg: 2

**HOA Phone: Hm Protect Plan:** Probate: No Court:

See Additional Pictures

Marketing Remarks:

Check out this charming three bedroom two bathroom split level Croker Amazon home with breathtaking 280 degree views of the Bay and Mount Diablo. Home has been updated with newer kitchen, windows, hardwood floors and more. Enjoy a cozy fire in the formal living room or a movie after dinner in the family room. The kitchen is perfectly located between the formal dining and family rooms. The bright master suite also shares the amazing views of the bay and is located off the family room. Upstairs are two additional bedrooms and a full bath. You will enjoy pulling into the newly painted two car tandem garage with extra lots of extra storage. Walking distance to Crocker Park, shopping and public transportation and nearby 280 and 101 Freeways.

Park Attached Style Contemporary Main Dining Room Views Panoramic Kitchn Refrigerator **Dining** Dining Area Cons Wood Frame Laund Washer/Dryer

Park Garage Exter Stucco Main Family Room Views City Lights Kitchn Dishwasher **Living** View **Roof** Composition Laund In Garage

Views Water Kitchn Garbage Disposal Family View **Roof** Bitumen Misc Deck(s) **Fplcs** Wood Burning

Auto Door

Exter Wood Siding

Main Kitchen

**Upper** 2 Bedrooms Views Bay Kitchn Granite Counter Family Open Beam Ceiling **Heat** Central Heating Double Pane Misc Windows Fplcs Living Room **Drive** Paved Driveway

Type Detached

Main 1 Master Suite

Type Split Level Main Living Room Upper 1 Bath Kitchn Gas Range Kitchn Remodeled FoundnConcrete Perimeter Heat Gas

Floors Hardwood

Fplcs 1 Floors Tile Ba Typ Tile Ba TvpStall Shower Ba TypTub Only Downslope **Drive** Paved Sidewalks Lot

Trans 2 Blocks

Park

Shop 2 Blocks Financ OMC 1st

Price Reduction:No Brokers Tour Date: 04/25/17 Time: 02:00 - 03:30Lockbox Only: N

Remarks:

Open House Date: 04/22/17 Time: 2:00 pm - 5:00 pm

Discls Disclosure Pkg Avail Water Water-Public

Open House Date: 04/23/17 Time: 2:00 pm - 5:00 pm

Remarks:

Liv Rm: **Dimensions:** 

Fam Rm: Kit: Master Bedroom: Din Rm: Presented By: Sammy L Hastings (Lic: 01908151) / Hastings Realty Group (Office Lic.:) All data NOT VERIFIED. Subject to ERRORS, OMISSIONS, or REVISIONS. Prospective Buyers URGED TO

INVESTIGATE. - Copyright: 2017 by San Francisco Assoc of REALTORS. Copyright ©2017

Equal Opportunity Housing \* All information deemed reliable, but not guaranteed.

DocuSigned by:

5B8D1BA0876A43A

4/24/2017



### WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE

(C.A.R. Form WHSD, Revised 11/10)

Property Address: 92 Robinson Dr, San Francisco, CA 94112

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

### WATER HEATER STATEMENT OF COMPLIANCE

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

Seller/Landlord	1	Harrison Kui	3/11/2017 Date
0011017241141014	(Sighfatture) PA43A	(Print Name)	
Seller/Landlord			Date
	(Signature)	(Print Name)	
The undersigned	ed hereby acknow	wledges receipt of a copy of this document.	
Buyer/Tenant			Date
	(Signature)	(Print Name)	
Buyer/Tenant	(2)		Date
	(Signature)	(Print Name)	
		SMOKE DETECTOR STATEMENT OF COMPLIANCE	
an operable (Health and 2. LOCAL REC important to 3. TRANSFER a single-fam transferee a a manufactu 4. EXCEPTION providing a to 5. CERTIFICA detector(s) (Code §1311	smoke detector, a Safety Code §1311 QUIREMENTS: So check with local city OR'S WRITTEN ST illy dwelling, whether written statement in red or mobile home IS: Generally, a wirtansfer disclosure strion: Seller representation in approved and list 3.8 or (ii) in complem for used manufactured.	equires that (i) every single-family dwelling and factory built housing unit sold on or after J approved and listed by the State Fire Marshal, installed in accordance with the State 3.8) and (ii) all used manufactured or mobilehomes have an operable smoke detector in eme local ordinances impose more stringent smoke detector requirements than does Cality or county building and safety departments regarding the applicable smoke detector requirements. California Health and Safety Code §13113.8(b) requires every transferor of a far the transfer is made by sale, exchange, or real property sales contract (installment sales andicating that the transferor is in compliance with California State Law concerning smoke andicating that the transferor is in compliance with the Department of Housing and Communitation statement of smoke detector compliance is not required for transactions for which statement. Sents that the Property, as of the Close Of Escrow, will be in compliance with the law steed by the State Fire Marshal installed in accordance with the State Fire Marshal's regiance with Manufactured Housing Construction and Safety Act (Health and Safety Code course or mobilehomes as required by HCD and (iii) in accordance with applicable local or contractions.	Fire Marshal's regulations ach sleeping room. fornia Law. Therefore, it is rements for your property. In your property containing a contract), to deliver to the detectors. If the Property is ty Development (HCD). The Seller is exempt from the young operable smoke ulations Health and Safety §18029.6) located in each
Seller/Landlord		Harrison Kui	Date
Seller/Landlord	(Signature) A43A	(Print Name)	Date
Seller/Landiolu	(Signature)	(Print Name)	Date
The undersigned	. •	wledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement	of Compliance.
Buyer/Tenant			Date
	(Signature)	(Print Name)	
Buyer/Tenant	(Cinn atuma)	(Drint Name)	Date
including facsimile THIS FORM HAS OR ADEQUACY OF TRANSACTIONS. This form is available which may be used	or computerized formations BEEN APPROVED B DF ANY PROVISION IF YOU DESIRE LEG Dole for use by the entire	(Print Name)  Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopats. Copyright © 1991-2010 CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE. IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ALL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.  The real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a register the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.	RVED. AS TO THE LEGAL VALIDITY O ADVISE ON REAL ESTATE
REAL ES	STATE BUSINESS SE	ERVICES, INC. IIA ASSOCIATION OF REALTORS®	

WHSD REVISED 11/10 (PAGE 1 OF 1)

525 South Virgil Avenue, Los Angeles, California 90020

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

Reviewed by

Date

92 Robinson Dr

Hastings Realty Group Inc., 5172 3rd St. San Francisco, CA 94124 Phone: 415-871-6671 Fax: 415-738-5457 Sammy Hastings

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



# Disclosure Regarding Cellular Antennas

Subject Property: _	92 Robinson Dr San Francisco	o, CA
	ephone companies and their ( antennas in residential neigh	contractors are exploring the infill borhoods.
		you are urged to contact the city for nae installations in the vicinity of the
Buyer:		Date:
Buyer:		Date:



### **Document Retention Policy**

Subject Property: _	92 Robinson Dr. San Francisco, CA 94112
their clients' transaction file regulations, Hastings Realty (3) years from the close of ex- those files electronically and	of Real Estate ("DRE") requires that real estate brokers retain is for a minimum of three (3) years. In compliance with those Group Inc. shall retain copies of files for no less than three scrow. However, Hastings Realty Group Inc. shall retain internds to shred all original documents. Hastings Realty ent thei files on a flash drive after closing for their own use.
original documents shredde	at my documents may be saved electronically and the d to protect my privacy. Hastings Realty Group Inc. shall rotect all private documents within those files.
•	ocument Retention Policy and permit Hastings Realty Group ments and store my file electronically.
Seller:	3/11/2017 Date:
Seller:	Date:
Buyer:	Date:
Buyer:	Date:



# **California Drought Advisory**

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

The State of California is currently experiencing a serior throughout the state have implemented, in some cases, Regulations and penalties can vary city to city and coun	mandatory water restrictions.
Buyers are encouraged to obtain information pertaining the city and county for which the property is located.	g to the regulations implemented in
Landscape watering is a significant percentage of water these regulations and will make every good faith effort as a result of the mandatory restrictions. Buyer agrees damage to the landscaping as a result of any restriction	to avoid damage to the landscaping to hold seller harmless for any
Seller:	3/11/2017 Date:
Seller:	Date:
Buyer:	Date:

Subject Property: 92 Robinson Dr, San Francisco, CA 94112



# ADVISORY REGARDING COMPLETING 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 or not you want to sign/initial any of those paragraphs so as 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.
- 5. 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:	_ Date:	3/11/2017
5B8D1BA0876A43A		
Seller:	_ Date:	
Buyer:	_ Date:	
Buyer:	_ Date:	



#### INSURANCE CLAIM DISCLOSURE

Date: 4-7-2017		
Sellers:_HARRISON KUI		
Address: <u>42 ROBINSON DR.</u> SA	N FRANCISCO, CA 94112	
Seller has made r five (5) years.	no insurance claims on the above re	ferenced property within the last
Seller has made t	the following insurance claims on the	e above referenced property.
NATURE OF CLAIM	DATE	ACTION TAKEN
1 ( )		
Selle: 4-1-17	Seller: Date:	
Buyer:	Buyer:	
Date:	Date:	

Tel: 650-288-7557



### **Buyers Mold Advisory**

Buyer:	Seller:Harrison Kui
Buyer:	Seller:
Subject Property:	92 Robinson Dr, San Francisco, CA 94112

Buyer is advised of the possible presence of mold, fungi, spores, and other allergens within properties. These substances may be visible on surfaces, invisible in the air, or exist in hidden areas such as between walls and behind appliance such as dishwashers and refrigerators. Many may cause allergic-type reactions; others may be toxic. Accordingly, buyer is advised to do the following:

- 1) Real Estate Transfer Disclosure Statement (TDS): If you receive a TDS in the transaction, please read the entire TDS, but pay particular attention to the following questions in Section C which asks "Are you (Seller) aware of any of the following:
  - 1. Substances...such as mold on the subject property.
  - 8. Flooding, drainage or grading problems.
  - 9. Major damage to the property or any of the structures from floods.

Be aware that a "No" answer by a Seller may merely mean that Seller is unaware whether that condition exists.

- 2) Insurance Claims: Make note of any disclosure from Seller regarding prior insurance claims that involve mold, or water intrusion or damage.
- 3) Homeowners Guide to Earthquake Safety & Environmental Hazards: When you receive this Guide, read the whole booklet, and pay particular attention to Section VI entitled "Mold." At the end of that section is a list of other publications and resources for further information molds and their effects.
- 4) Mold Inspections. Buyer is advised to raise any questions you may have with your home inspector, or with your agent who will direct you to the appropriate professional.

We recommend that you have a mold inspection by a qualified mold inspector as a part of your investigation of the property, and satisfy the existence, extend and removal of mold prior to removing your inspection contingency.

NOTE: REAL ESTATE AGENTS ARE NOT QUALIFIED TO GIVE ADVICE REGARDING MOLD OR OTHER ENVIRONMENTAL HAZARDS.

Seller:	Date:
5B8D1BA0876A43A  Seller:	Date:
Puvor	Date:
Buyer:	Date:



#### Report of Residential Building Record (3R)

(Housing Code Section 351(a))

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

Address of Building 92 ROBINSON DR Block 6432 Lot 016

#### Other Addresses

- 1. A. Present authorized Occupancy or use: ONE FAMILY DWELLING
  - B. Is this building classified as a residential condominium? No ✓
  - C. Does this building contain any Residential Hotel Guest Rooms as defined in Chap. 41, S.F. Admin. Code? Yes No ✓
- 2. Zoning district in which located: RH-1(D)

- 3. Building Code Occupancy Classification: R-3
- Yes No ✓ 4. Do Records of the Planning Department reveal an expiration date for any non-conforming use of this property? If Yes, what date? The zoning for this property may have changed. Call Planning Department, (415) 558-6377, for the current status.
- 5. Building Construction Date (Completed Date): UNKNOWN
- 6. Original Occupancy or Use: UNKNOWN
- 7. Construction, conversion or alteration permits issued, if any:

Application #	Permit #	<u>Issue Date</u>	Type of Work Done	<u>Status</u>
135314	123215	Mar 29, 1951	NEW CONSTRUCTION	N
227968	204241	Oct 08, 1959	ADDITION - CFC 1FD	C
200912213595	1201966	Dec 23, 2009	TO REPLACE DRY ROTTED STAIRS IN KIND AT REAR	C
201002045961	1204449	Feb 04, 2010	REPLACE 7 WINDOWS AT THE SAME SIZE TO NEW, THERE ARE 2 FACING THE STREET	С
201002257135	1205806	Feb 25, 2010	REROOFING	C

Yes No ✓ 8. A. Is there an active Franchise Tax Board Referral on file? B. Is this property currently under abatement proceedings for code violations? Yes No ✓

9. Number of residential structures on property? 1

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

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

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

Date of Issuance: 13 APR 2017 13 APR 2018

SAPHONIA COLLINS

Patty Herrera, Manager **Records Management Division** Report No: 201704065163

DocuSianed by: 5B8D1BA0876A43A 4/24/2017

Date of Expiration:

**Records Management Division** 1660 Mission Street - San Francisco CA 94103 Office (415) 558-6080 - FAX (415) 558-6402 - www.sfdbi.org DocuSign Envelope ID: 39D10C71-37FF-4740-886E-FAFE28DF08E2 1660 Mission Street - San Francisco CA 94103 - (415) 558-6080 Report of Residential Record (3R)

Page 2

Address of Building 92 ROBINSON DR

Block 6432

Lot 016

Other Addresses

THIS REPORT IS VALID FOR ONE YEAR ONLY.

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

(For Explanation of terminology, see attached)

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-5B8D1BA0876A43A... 4/24/2017

4/6/2017 **INSPECTION DATE:** 

12:00 **INSPECTION TIME:** 



VPI#	78065
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PROPOSAL #	_
COD/PD#	

# VISUAL PROPERTY INSPECTION

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An additional copy of a paid inspection can be obtained free of charge for 90 days from the date of the inspection. Following 90 days, an administrative fee will be charged for each request. A subsurface investigation was not performed nor a specific attempt made to review historical records for this property. Unknown underground obstructions may create inconclusive readings that inhibit the detection of an underground fuel tank. Golden Gate Tank Removal, Inc. does not state or imply any guarantees or warranties that the subject property is or is not free of environmental impairment.

ASCENSION MORA

INSPECTOR'S NAME

1480 Carroll Avenue

San Francisco, CA 94124

Tel.: 415-512-1555 Fax: 415-512-0964

General Engineering Congractors License No. 616521

# GENERAL INFORMATION FOR BUYERS AND SELLERS OF RESIDENTIAL REAL PROPERTY IN SAN FRANCISCO (DISCLOSURES AND DISCLAIMERS ADVISORY)

(This form is a supplement to the California Association of REALTORS® Form SBSA, "Statewide Buyer and Seller Advisory")

This Advisory is intended for use in San Francisco

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AGENT

#### INTRODUCTION

This Advisory contains important information regarding the purchase of real property located in San Francisco. This Advisory was last revised in February 2016. The information in this Advisory will change over time, new issues will develop, and laws and regulations will change at the federal, State, or City and County level. Where available, links to government websites are provided to allow Buyers and Sellers to update themselves as to any such changes.

Some of the issues that are covered in this Advisory are point-of-sale requirements, or retrofit requirements that may also be triggered by remodeling efforts or efficiency requirements. In addition, there are many laws, regulations and ordinances which may impact Buyer's plans for remodel, expansion or change of use after the purchase, which are too detailed to be covered in this Advisory. Buyers should be aware of the fact that the apparent or current use of a property is not a guarantee that such use complies with applicable laws, including zoning ordinances. Buyers must investigate the applicability of these requirements to the past, present and future sale, purchase, ownership, use and/or development of the Property.

Buyers must bear in mind that a Property may contain defects and deficiencies of which neither Sellers nor Brokers are aware. Buyers should also recognize that not all issues or conditions can be objectively determined - even by professional investigations. Further, some issues can have varying impacts on different people since some people may be more sensitive than others to certain factors such as sounds and odors.

Although licensed to list, sell and lease real estate, Brokers may not have expertise on any or all of the topics discussed in this Advisory. Given Buyer's legal duty to exercise reasonable care to protect themselves regarding facts that are known to or within the diligent attention or observation of a buyer, Buyer is urged to investigate, without limitation, (a) all public records which may affect the Property; (b) neighborhood conditions which may affect the Property; (c) the items detailed in this Advisory, (d) the condition of the foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, energy/water efficiency, security, appliances/personal property, pool/spa, and all other systems and components of the Property; and (e) all laws, regulations, and ordinances that may affect Buyer's intended use or development of the Property. Broker will not be investigating these issues for Buyer, unless agreed to in writing.

The San Francisco Association of REALTORS® does not warrant or guarantee the accuracy of the information contained in this Advisory or the adequacy of the information as it relates to a specific real property transaction. Any representations about the issues in this Advisory made by third parties have not been verified by Brokers and need to be independently confirmed by Buyer.

#### A. GENERAL ADVISORIES

#### 1. CONTRACT CONTINGENCIES

Buyers should protect themselves either by obtaining a thorough understanding of the condition of a Property in advance, or by conditioning their purchase on inspections and the ability to obtain any necessary financing. Buyers who decide to enter into a contract without either or both of these contingencies to make their offer more attractive to the Seller assume major risks. For example, if after entering into a contract without a physical inspection contingency, Buyer becomes aware of a problem with the foundation, roof or mechanical systems before the close of escrow, the contract may require Buyer to nonetheless close escrow, or forfeit the deposit.

A lender's approval of financing includes the determination that (a) the Buyer is creditworthy, (b) can afford to make the mortgage payments, and (c) that the Property appraises for at least the principal amount of the loan. Even if a Buyer has obtained a pre-qualification or pre-approval letter from a lender, the lender may still not approve the specific loan requested by Buyer. Denial of a loan may result from a variety of factors, including but not limited to, changes in federal lending regulations, changes in the lender's policies, changes to the Buyer's employment or financial status, or because an appraiser determines that the Property's fair market value is insufficient for the lender to approve the loan amount requested. If there is no financing contingency and the Property does not "appraise", the Buyer may not be able to make up the difference between the loan amount applied for and the loan

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amount actually offered by the lender. Under those circumstances, the Buyer may not be able to perform their contractual obligations. This could result in a determination that the Buyer is in breach of the contract and must pay damages to the Seller. It is a serious risk for any Buyer to forego including a financing contingency in any offer if they intend to secure a loan to purchase the Property.

#### 2. PROBATE SALES

The Representative of a decedent's estate (i.e., the executor or administrator) may sell real property of an estate if it is in the best interests of the estate to do so. The sale of probate property is typically subject to Probate Court Confirmation (see the next Section).

The Independent Administration of Estates Act ("IAEA") provides a simplified method of probating estates with limited court supervision. Under the IAEA the Representative may list real property with a broker for a period not to exceed 90 days without prior court approval and to sell the Property without court confirmation. The Representative's ability to sell without court supervision or approval under IAEA is not absolute and is conditioned upon there being no objections by interested persons (generally, the heirs) who are given the right to object. If there is an objection, Court Confirmation will be necessary.

Probate property is always sold "As-Is" and the Representative is not required to complete or sign a Real Estate Transfer Disclosure Statement. However, the Representative must nonetheless disclose all actual knowledge of material facts affecting the value or desirability of the Property. Real Estate licensees who are involved in the listing or sale of Probate Property are obligated to conduct a reasonably diligent visual inspection of accessible areas of the Property and provide a disclosure based upon that inspection.

#### 3. COURT CONFIRMATION OF CERTAIN SALES

Whenever the sale of real property is subject to open competitive bidding, as in the case of a probate, conservatorship, guardianship, receivership or bankruptcy sale, it is strongly recommended that Buyers be in court when their offer is scheduled for confirmation. Buyers should understand that in sales requiring court confirmation, the Property may continue to be marketed by the broker and others, and that their broker and others may represent other competitive bidders prior to and at the court confirmation hearing. Different types of courts have their own rules for how to handle the possibility of over-bids including whether initial deposits need to be in a certain amount or whether the amount of an over-bid needs to be a specific percentage above the original offer. Ouestions regarding the specific rules for the court where the confirmation hearing is to be held should be directed to the clerk of that court, or if legal advice regarding property subject to court confirmation is needed, then it is strongly recommended that a qualified real estate attorney who is knowledgeable about sales regarding court confirmation be consulted. Real estate brokers/agents are not qualified to provide legal advice.

#### 4. TITLE INSURANCE & PRELIMINARY REPORT

Buyers will receive a Preliminary Report ("Prelim") from a title company as a part of Buyer's investigation and due diligence regarding the Property. A Prelim is only an offer of title insurance and may not contain every item affecting title. Title companies today will provide an electronic Prelim ("ePre") that has hyperlinks to those underlying documents, many of which are important for full review of conditions. Buyers should be aware that a Prelim on paper may not have the underlying documents attached and any hyperlink may not be highlighted. Real estate brokers and agents strongly encourage Buyers to review all matters affecting title and to purchase title insurance at the close of escrow.

#### 5. EXISTING HOUSING STOCK

Properties in this area have been built under different building codes. Regardless of the age of the Property, Buyers should have the Property inspected by a competent inspector and have additional inspections recommended in any inspection report, or as may be necessary to determine the actual condition of the Property's components, appliances, fixtures, systems and materials will have varying degrees of remaining useful life and are subject to failure without notice. In addition, components, improvements and fixtures of the Property may not comply with current codes, zoning, health and safety, setback requirements, religious or cultural preferences. Some homes

(Rev 02/16) Page 3 of 18 contain appliances, products or manufactured materials, such as dry wall from China, which may be defective, create problems with the use of aspects of the home and may be subject to manufacturer or governmental recall and/or a class action lawsuit. All homes include components which require ongoing maintenance. Deferred maintenance decreases the lifespan and functionality of many of these components. Buyers should seek reliable advice from appropriate professionals and plan for future maintenance and repairs.

#### 6. FLOORS AND WALLS

The personal property of the Seller may make a visual inspection of floors and walls difficult. The existence of certain types of flooring, such as carpeting and rugs, as well as certain types of wall coverings, such as wallpaper and paneling, as well as furniture, prevent inspectors and brokers from inspecting the condition of the floors and walls beneath those materials. When exposed, these areas may exhibit a different pattern of wear or shade of color. If the Buyer desires to determine the condition of the floors and walls beneath such coverings, Buyer will need to secure the written authorization of Seller to conduct investigations with appropriate professionals since removal of floor coverings may be required.

#### 7. TEMPERED GLASS

Many homes contain glass that is NOT tempered in locations where tempered glass IS now required by building codes. Buyer is advised to have a contractor's inspection to identify the presence of any glass that is not tempered before removing a physical inspection contingency on a prospective purchase of real property. Buyer should consider replacing any non-tempered glass with tempered glass to reduce the risk of injury.

#### 8. CONDOMINIUMS, COOPERATIVES AND HOMEOWNERS ASSOCIATIONS

Properties located in a Common Interest Development (or "CID", which is a broad term commonly used to describe a condominium, cooperative, planned unit development, etc.) are usually managed by a Homeowners' Association, ("HOA"), pursuant to a Declaration of Covenants, Conditions and Restrictions ("CC&Rs") which govern the use of the Property, assessments and costs for maintaining the HOA and common areas. The Seller should request that the Homeowners' Association provide certain required documents regarding the HOA operation and expenses to meet the Seller's disclosure obligations under Civil Code Section 1368.

It is strongly recommended that Buyers receive the current HOA documents from the HOA rather than from an earlier transaction. Buyers need to carefully examine all of the documents that are provided regarding the HOA and compare them with a list of required or potential disclosures. If any documents are missing, Buyer should send a written request to the Seller that the Seller provide the missing documents. Buyers should retain the services of experts, such as attorneys, accountants or others who specialize in reviewing HOAs to determine the adequacy of the reserves and assessments. In reviewing the adequacy of assessments and reserves, Buyers should also request and obtain any available information about intended maintenance, repairs or improvements that are planned by the HOA.

Due to noise transmission and other factors, the CC&Rs and Rules and Regulations of the HOA may restrict the use, the type of alterations/improvements, floor and/or wall materials that can be used in units and the number, size and/or type of pets. Buyers should carefully review the CC&Rs and other HOA documents and contact the HOA Board to determine whether or not the Property can be used for Buyer's intended purposes. Buyer should also determine whether or not the Property meets Buyer's subjective personal preferences.

Many CIDs have, or are presently, involved in litigation regarding the design, construction, maintenance and/or condition of all or a part of the Development. Whether or not these lawsuits are successful, litigation is expensive and the cost of such legal actions may impact not only the adequacy of the HOA reserves but also the amount of current or future assessments. When an HOA is involved in a lawsuit, it can make it very difficult to obtain financing on a unit. Therefore, Buyers are urged to investigate the existence of any pending lawsuits.

Occasionally issues arise in the purchase of Property in a CID regarding parking and/or storage spaces associated with a single interest or unit in the Development. Parking spaces and storage spaces, if any, may be described in a Condominium Map/Plan or in the Preliminary Report issued by a Title Company. In some cases the HOA reassigns parking and storage spaces after a sale. Buyers should determine for themselves whether or not the allocated parking

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spaces are adequate to park Buyers' vehicles by actually parking in those spaces. The actual markings, striping and numbering of these spaces may be in conflict with the spaces designated in the recorded documents. It is therefore crucial that Buyer personally determine that the parking and storage spaces that are designated in the recorded documents are actually being transferred to Buyer and that those spaces are acceptable for Buyers' needs.

Many HOAs prohibit or limit new owners from renting or leasing units, depending on when the prohibition or restriction was enacted. An existing owner in a CID may be exempt from any such limitation. However, generally any exemption will not apply to a prohibition that was in effect before the owner acquired title to his or her unit. Investor Buyers in a CID should be sure to check whether rent prohibitions are in effect; and inquire of the HOA if they are planning on implementing any such prohibitions which might go into effect prior to the close of escrow.

The existence of HOA insurance does not necessarily mean that there is insurance coverage for any given single interest or unit in the Development, an owner's remodeling or upgrade efforts and/or the owner's contents.

9. NEW CONSTRUCTION WARRANTIES, DEFECTS AND LAWSUITS: The Real Estate Transfer Disclosure Statement ("TDS") asks Sellers to disclose if there are any lawsuits by or against the Seller threatening or affecting this real property. It then goes on to ask questions related to construction defects and references Civil Code Sections 900, 903, 910 and 914. These code sections are part of a law that is widely known as SB800 or Title 7, which generally applies to residential real property built by a "Builder" (as defined in Section 911) and sold for the first time after January 1, 2003. Section 900 provides for a limited one year warranty from the Builder. Section 901 et seq. refers to "enhanced protection agreements", which are sometimes provided by the Builder and may extend the warranty period. Other provisions (see Section 907 et al) require the homeowner to follow all reasonable maintenance obligations and schedules communicated in writing by the Builder and product manufacturers, as well as commonly accepted maintenance practices. Failure to do so may provide a defense against a homeowner claim (see Section 944). Sections 910 and 914 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 California real estate attorney for advice. Likewise, if lawsuits or claims are disclosed by Seller, Buyers should investigate such disclosures with a California real estate attorney. Brokers are not qualified to give you advice on these matters.

#### 10. <u>RE-KEYING</u>

Buyer is advised that all locks should be re-keyed immediately upon close of escrow for the Buyer(s) safety and security of their person(s) as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded.

#### 11. ONLINE PHOTOGRAPHS/VIDEOS

Advertising photographs/videos of property that is included in the Multiple Listing Service and/or in a Listing Broker's websites are commonly uploaded into other brokers' websites and various national listing aggregation sites such as Realtor.com, Zillow, and others. From there, photographs/videos may be copied to other websites with or without the permission of the host site. After the close of escrow, or termination of a listing, Sellers and Buyers are advised that it is not possible for either the Listing or Selling Broker to remove these images from websites that they do not control.

#### 12. PERSONAL PROPERTY AND STAGING ITEMS

In order to show a property in its best light, Sellers and Listing Brokers/Agents often engage the services of "Staging" companies to assist in the presentation of the property during the sales process. The furniture, furnishings and accessories provided by the staging company are removed prior to close of escrow and do not transfer to the Buyer.

As stated in the Purchase Agreement, NO personal property is included in the sale unless specifically designated in the Agreement or an Addendum. Therefore NONE of the staged furniture or other staging items (e.g. window sheers, drapes, artwork, mirrors, rugs, lamps, planters and plants, etc.) are included in the sale. If Buyer wishes to purchase any of the staging items, Buyer should enter into a separate written contract directly with the staging company.

Note that the MLS entry, flyers and other marketing materials are NOT part of the Purchase Agreement. Only the Agreement specifies the inclusion or exclusion of fixtures and personal property.

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#### 13. FAIR HOUSING AND SERVICE/COMPANION ANIMALS

When properties are offered to the public for lease or sale, the owner and Real Estate Licensees must act in compliance with all federal and State Fair Housing laws including but not limited to providing unrestricted access (including open houses and other showings) to potential purchasers and tenants who have service/companion animals. Landlords are also required under the Fair Housing laws to provide a "reasonable accommodation" for tenants with disabilities which includes allowing tenants to occupy the rented residence with the service/companion animal. Landlords may not charge a "pet deposit" or otherwise charge tenants who have service/companion animals in any manner that is different from what is charged to tenants without an animal. Any property owner who rents their property should consult with a California real estate attorney specializing in landlord/tenant and Fair Housing issues for advice on any matters related to Fair Housing and service/companion animals.

- 14. <u>CRIME</u>: The existence of crime is a fact of life. Because of the ever-changing nature of statistics and information regarding crime, neither Seller nor Brokers will independently investigate criminal activity in the area of any property being purchased by any means including, but not limited to, contacting the police or reviewing any internet data bases. If criminal activity is a factor in the decision to purchase a property in a particular neighborhood, Buyers are urged to check with the local law enforcement agencies and online information, prior to removing their inspection contingency.
- 15. <u>RESIDENTIAL FIREPLACE DISCLOSURE</u>: Residential wood burning is the leading source of wintertime air pollution in the Bay Area and studies have confirmed there are significant health impacts from exposure to the fine particulate matter found in wood smoke.

In the nine-county Bay Area region, residential wood burning is regulated by the Bay Area Air Quality Management District. The Air District established the Wood Smoke Rule, Regulation 6, Rule 3 in 2008 to reduce wintertime neighborhood smoke pollution.

The Wood Smoke Rule requires anyone selling, renting or leasing a property in the Bay Area to disclose the health impacts from air pollution caused from burning wood in a residential fireplace, wood burning stove or outdoor fire pit.

Fine particulate matter, also known as PM2.5, can travel deep into the respiratory system, bypass the lungs and enter the blood stream. Exposure can cause short term and long term health effects, including:

- eye, nose and throat irritation
- reduced lung function
- shortness of breath
- asthma

- heart attacks
- chronic bronchitis
- cancer
- 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 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.

If a person purchases or rents a home with a wood burning fireplace or wood stove, the Air District encourages the replacement and upgrade to cleaner and more efficient, non-wood burning heating options such as gas-fueled or electric inserts. Gas-fueled and electric inserts use clean heating technologies to help reduce emissions of fine particulates in the air.

Wood burning stoves and inserts should be properly maintained and inspected by a licensed professional and operated according to manufacturer's specifications to help reduce wood smoke pollution.

When the Air District issues a Winter Spare the Air Alert during the winter season from November 1 through the end of February, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits.

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To check when the air quality is unhealthy and when a Winter Spare the Air Alert is issued, please call 1-877-4NO-BURN or visit www.baaqmd.gov or www.sparetheair.org.

#### 16. WET WEATHER CONDITIONS

At times, this area may have months with heavier than usual rainfall. During these times, hillside properties may be susceptible to earth movement and drainage problems. Properties on flatlands may be susceptible to flooding. Properties which may not have experienced water intrusion into or under the Property in the past may experience these conditions as a result of weather-related phenomena. Sellers are obligated to disclose to Buyers those material defects or conditions known to them which affect the value or desirability of the Property; however, not all Sellers may be aware of recent changes in the conditions of the Property or its improvements caused by unusually wet weather. Because of these factors, it is recommended that, in addition to a home inspection, Buyer have such additional inspections by inspectors or engineers regarding these conditions as Buyer may desire.

#### **B. SAN FRANCISCO SPECIFIC ADVISORIES**

#### 17. SAN FRANCISCO CLIMATE CONDITIONS

The San Francisco area exhibits several micro climates. Buyer is advised that these areas are subject to frequent strong winds, wind-driven rain, fog, salty sea air and mist, and direct sunlight, any of which, alone or in combination, can impact the condition of the land as well as prematurely age the interior and exterior of structures. Erosion, warping and cracking of surfaces, failed seals on dual-paned windows, deterioration of roofing material, and water intrusion, among other problems, are not uncommon with such properties, and thus these properties require regular, thorough maintenance. Buyer is advised to fully investigate these conditions and the increased maintenance and repairs that may be needed for any Property located in these coastal areas.

#### 18. SAN FRANCISCO BAY REGULATIONS

The San Francisco Bay Conservation and Development Commission ("BCDC") is charged with the responsibility of restoring Bay wetlands and marshes, preventing wetlands and mudflats from being filled, and supporting the continued and productive use of salt ponds. Properties abutting San Francisco Bay, its tidelands and marshes, may be subject to the jurisdiction of the BCDC which may limit building, and impose other requirements on property owners. Buyers of such property are urged to contact BCDC at (415) 352-3600.

#### 19. SUBTERRANEAN ISSUES

Many of San Francisco's hills include active or potentially active landslide areas. The geologic forces which have shaped California are still active today. The only way to determine the nature of the soil and bedrock under a structure, and how these forces may affect the structure, is with a geologic or geotechnical inspection and report.

Before natural gas was available as an energy source, gas for light, heating and cooking was manufactured for use in San Francisco using coal and oil. While that practice ended by the 1930s, byproducts remain underground. Sites are identified at the PG&E website referenced below, including some in the Marina, North Beach and Fisherman's Wharf areas. According to PG&E, the gas plant sites in San Francisco present no health risks. More information in this regard can be obtained by calling PG&E at 866-247-0581 or at <a href="https://www.pge.com/mgp">www.pge.com/mgp</a>.

Much of the City's underground sewer lines date back over 100 years. Fractures in major pipes have caused ground collapses in parts of the City. Individual clay sewers from properties can also crack over time due to pressure from tree roots. A sewer-lateral inspection should be considered for older properties, particularly those with old growth trees nearby.

Property owners are generally responsible for maintaining the sidewalk in front of their property. Both tree roots and seismic events can damage and uplift the sidewalk, thereby requiring maintenance and repair.

#### 20. REAL PROPERTY TAXES AND ASSESSMENT DISTRICTS

California allows each county to collect an annual ad valorem tax on real property. The tax is payable in two installments for the tax year July 1 to June 30. The first payment is due on November 1 and delinquent after December 10, and the second is due on the following February 1 and delinquent after April 10.

Under Proposition 13, passed by California voters in 1976, the ad valorem tax rate is set at one percent of the assessed value of real property. This limitation, however, does not apply to special assessments levied for the purpose of paying interest and redemption charges on bonded indebtedness approved by county voters. The assessed value of real property is subject to being increased by two percent each year, or by a larger amount upon change of ownership. The real property tax due for any property can be calculated by multiplying the assessed value of the Property by the real property tax rate for the county in which the Property is located. The current property tax rate for San Francisco can be found at this link: <a href="http://www.sfassessor.org/index.aspx?page=76">http://www.sfassessor.org/index.aspx?page=76</a> or by calling the county tax assessor's office at 415-554-5596.

Buyers should be aware that the assessed value of real property is adjusted upon change of ownership to an amount that is presumed by law to be equal to the purchase price of the Property. However, that presumption may be rebutted by the tax assessor and a higher value assessed, where the assessor can establish the higher value by a preponderance of the evidence using accepted methods of valuation. Also, under many circumstances, the construction of improvements to an existing property can trigger an adjustment to the assessed value of the Property.

#### 21. REAL PROPERTY TRANSFER TAXES AND PRIVATE TRANSFER FEES

Buyers should be aware that all counties in California impose a transfer tax of at least 0.11 percent (55 cents per \$500 of value) on the purchase price of real property whenever a property changes hands. Transfers of leaseholds with a remaining term of 35 years or more are also subject to a transfer tax.

Cities may increase the transfer tax rate to generate additional local revenue. Some cities, such as San Francisco, have adopted tiered rates. San Francisco's rates can be found at this link:

http://www.sfassessor.org/index.aspx?page=77#TTAX or by calling the county tax assessor's office at 415-554-5596.

Since most transfer tax ordinances do not specify whether the tax is to be paid by the Buyer or the Seller, the custom which prevails in the jurisdiction in which the real property is located usually dictates who will pay the tax. In San Francisco, it is the custom for the Seller to pay the transfer tax.

However, the SBSA includes a paragraph referring to Community Enhancement and Private Transfer Fees. Although not commonplace, such fees are charged in San Francisco, for example, in Mission Bay there is a Community Enhancement Fee which is customarily charged to the Buyer upon resale.

#### 22. REPORT OF RESIDENTIAL BUILDING RECORD ("3R")

Local law requires that owners of one or more dwelling units obtain and deliver to Buyers a Report of Residential Building Record ("3R") prior to selling the Property. The Records Management Division of DBI will issue a 3R upon request using the following form: <a href="http://www.sfdbi.org/Modules/ShowDocument.aspx?documentid=232">http://www.sfdbi.org/Modules/ShowDocument.aspx?documentid=232</a>. The fee for the report is shown on the form. The time to produce the report can be several weeks.

Seller is advised to instruct their Listing Broker/Agent to order a 3R report on their behalf, as soon as the Listing Agreement is signed. Review and approval of the 3R by the Buyer is a condition of the Purchase Agreement.

The body of the report purports to list all building permits for the Property, dating back to the original construction. However, if the original construction was prior to the April 1906 earthquake, that permit will not be shown, as the Building Department lost its records in the fire which followed. The 3R report does not include permits for Electrical or Plumbing work. Those DBI departments maintain their own permit history.

The codes on the line items are explained on the second page of the report. Note however that all permits prior to 1950 will show as 'N' (New), rather than 'C' (Completed), as the City did not issue Job Cards or record the Final

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Completion of permitted work prior to that time. The report also shows the Original and Current Permitted Use of the building, as an "n-Family Dwelling". The Current Permitted Use shown on a 3R has more credence with the Planning Department than the Assessor's records for the Property. If the Permitted Use is missing or "Unknown", Buyer should contact the Planning Department and inquire whether or not this can be corrected or otherwise addressed prior to removing Buyer's inspection contingencies.

The accuracy of 3R reports is less than 100%, as records have been lost, mis-filed, or not copied accurately over the years. If the existence or absence of a particular permit is important, then Buyer should retain a qualified permit researcher to investigate further. The 3R report is not a guarantee that the work performed under any of the listed permits was done in compliance with applicable laws. Therefore, Buyer should conduct his or her own investigation regarding such work.

#### 23. PERMIT ISSUES

Some improvements to property such as repairs, remodels and additions may have been done without a required permit. One such example would be where an additional living unit (an "in-law") is being rented by the Seller but the required permits were not obtained for it. An improvement that is made without the required permit can, among other things, have a negative impact on value, lending, appraisals, require a retrofit, impact habitability, preclude insurance coverage and result in fees, penalties, government and/or civil enforcement actions.

There are also significant restrictions affecting an owner's right to construct or improve garages in San Francisco. Therefore, if it is Buyer's intention to build a garage or alter an existing one, Buyer is strongly advised to consult a qualified architect, engineer and/or contractor before removing any inspection contingencies.

#### 24. NONCONFORMING ROOMS, ALTERATIONS OR ADDITIONS

Buyers are advised that any rooms, alterations or additions to the Property which were made or constructed without necessary permits or certificates of completion ("nonconforming improvements") may be subject to fines, permit costs, construction costs, and other expenses to bring into conformity. In some cases, nonconforming improvements may be subject to removal by local building inspection and code enforcement agencies. Nonconforming rental units may be required to be vacated and possibly removed. It might not be possible to legalize such nonconforming improvements because of zoning or permit issues and/or other legal or regulatory limitations. San Francisco Department of Building Inspection and code enforcement agencies may conduct random inspections of properties for permit, code and other violations while the Property is being marketed. Such nonconforming improvements may also be discovered when anyone applies for a new permit to do work on the Property. Whenever nonconforming uses are discovered, the then-current owner could face expensive repairs, permit fees and other costs and/or even removal of the nonconforming improvement.

While Sellers are obligated to disclose any known nonconforming improvements, the Seller may not be aware of some or all illegal improvements or uses especially those that were made prior to the Seller's ownership of the Property. In addition, real estate Brokers and agents are not required by law to inspect public records and cannot determine the legal status of improvements based solely on their required visual inspection of the property. For these reasons, Buyers are strongly urged to investigate possible nonconforming improvements by personally contacting the local building inspection and code enforcement agencies as well as obtaining the advice of contractors, architects, engineers or other professionals regarding the status and condition of the Property prior to removing inspection contingencies.

#### 25. CODE COMPLIANCE AND ENFORCEMENT

If this Property is not new, some aspects, components and structures may not meet current codes. This may be because codes have changed since the improvements were first constructed or, in some cases, the improvements did not meet the codes in effect at the time they were made. Real estate brokers/agents are not qualified to identify code violations. If the San Francisco Department of Building Inspection (DBI) discovers code violations, whether as part of a random inspection, an application to perform new work, or in response to a complaint, the current owner may be required to bring the Property into compliance or remove or demolish the portion of the Property that is in violation. Prior to removal of the inspection contingency, Buyers should have the home inspected by a qualified home inspector who can comment on local codes, regulations and enforcement practices.

#### 26. RENT AND EVICTION CONTROL ORDINANCE

On June 13, 1979 the San Francisco Residential Rent Stabilization and Arbitration Ordinance ("Rent Ordinance") was signed into law, which re-established rent control in San Francisco. Buildings constructed after that date were exempted (in order not to discourage new construction), owner-occupied buildings of four units or less were exempt, and an annual rent increase limit was intended to be set annually by the Board of Supervisors in the range of 4% to 7%. Those last two provisions were changed by the passing of a ballot measure in November 1992, so that now *all* pre-June 13,1979 buildings are included, whether owner-occupied or not, and annual rent increases are limited to 60% of the Bay Area Consumer Price Index. The allowable annual rent increases are published by the San Francisco Residential Rent Stabilization and Arbitration Board ("Rent Board") on its website at <a href="https://www.sfrb.org">www.sfrb.org</a>.

In addition to limiting the amounts of rent increases, the Rent Ordinance also limits the right of a landlord to terminate a tenancy to circumstances where a "just cause" reason is present. There are 16 "just cause" reasons authorized by the Rent Ordinance, including, without limitation, the non-payment of rent, the breach of a lease covenant, creating or permitting a nuisance, an owner-move-in, or the invocation of the Ellis Act. Terminating the tenancy of a rent-controlled tenant in San Francisco can be very difficult, and landlords can incur significant liability for wrongful endeavors to do so. Therefore, if the Property is occupied by tenants, Buyer is urged to consult with a qualified California real estate attorney who specializes in landlord/tenant issues in San Francisco.

The Rent Ordinance also requires that a Seller of a building containing two or more residential units, one or more of which will be delivered vacant at the close of escrow, disclose the legal grounds for the termination of the tenancy in each vacant unit and whether the unit was occupied by an elderly or disabled tenant at the time the tenancy was terminated. (See SFCA form VUDIS-SF). Because such terminations can impact the use of vacant rental units even after the sale; Buyer is again urged to consult a qualified real estate attorney for advice on such issues.

The Rent Ordinance is further refined by a set of Rules and Regulations established and updated regularly by the Rent Board. The Rent Ordinance and the Rules and Regulations can be found on the Rent Board's website at <a href="https://www.sfrb.org">www.sfrb.org</a>. However, since this is a complex area and the penalties for not following the established laws can include triple damage payments, Buyers and Sellers are advised to consult a qualified attorney when negotiating the sale or purchase of rental property.

The above-described limitations do not constitute an exhaustive list of all the restrictions imposed by the Rent Ordinance or its Rules and Regulations. Real estate brokers/agents are not qualified to explain all ramifications of the applicable State and local law. Therefore, Buyers are strongly advised to seek the advice of a qualified California real estate attorney who specializes in landlord/tenant issues in San Francisco.

#### 27. TENANT SECURITY DEPOSITS

Landlords may collect a "security deposit" from tenants, not to exceed two months' rent for unfurnished units and three months' rent for furnished units. All amounts held, whether described as key deposits, last month's rent, pet deposit, etc., are included in the definition of security deposit. The handling of security deposits is primarily governed by State Law. Upon departure of the tenant, the security deposit must be returned within 21 days. Any deductions (for example, for damages or additional cleaning) must be itemized and made pursuant to specific procedures that should be followed carefully to avoid potentially significant penalties for the wrongful withholding of a security deposit.

Additionally, in San Francisco, local law requires landlords to pay simple interest on all security deposits held for at least one year at a rate determined annually by the Rent Board and published on their website. (Also see SFCA form SDC-SF).

#### 28. APARTMENT LICENSE FEES AND RENT ORDINANCE FEES

DBI recovers part of its costs by charging an Apartment License Fee to owners of 3-unit or larger apartment buildings and condominiums. This fee is added to the property tax bill annually. The fee varies according to the age of the building (pre-or post-June 13, 1979) and the number of units and can be found at <a href="https://www.sfdbi.org">www.sfdbi.org</a>.

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The Rent Board recovers part of its operating costs through a per-unit fee charged to landlords for each residential dwelling unit subject to the Rent Ordinance. This fee is also added to the property tax bill annually. 50% of the fee may be charged to the tenant living in the unit on November 1 of each year, either billed to them or deducted from their security deposit interest. (More information on the Rent Board fee and the history of the amounts charged can be found on the Rent Board's website and on SFCA form SDC-SF).

#### 29. OWNER AND RELATIVE MOVE-IN EVICTIONS

The Rent Ordinance authorizes an owner to move into a tenant-occupied rental unit and thereby terminate the tenancy of any occupants in possession. However, the Rent Ordinance restricts the right of an owner to do so in a number of material respects.

First, the Owner Move-In eviction ("OMI") requires that an owner intend to occupy the unit as his or her principal place of residence for at least three years. Second, the Rent Ordinance generally only allows an OMI eviction from one unit in the Property. If there has been a prior OMI eviction, Buyer generally may not do an OMI eviction from any unit in the Property except the one specific unit that was the subject of the prior eviction. Third, the Rent Ordinance generally prohibits an owner from doing an OMI eviction if any tenant in the unit: (1) is 60 years of age or older and has lived in the unit for at least ten (10) years; (2) is disabled and has lived in the unit for at least ten (10) years; or (3) is catastrophically ill and has lived in the unit for five (5) years or more. This type of tenant is commonly referred to as a "Protected Tenant". The Rent Ordinance provides further definition on what does and does not qualify an occupant as a protected tenant for purposes of an OMI. There are many other limitations on an OMI eviction, including but not limited to provisions governing the timing of the OMI eviction notice when a minor child is in occupancy, and the above is not intended to be an exhaustive list.

In addition to authorizing OMI evictions, the Rent Ordinance allows Relative Move-In ("RMI") evictions in certain circumstances. The RMI eviction is also subject to a number of significant restrictions. For example, an RMI can generally only be done for certain relatives (the landlord's grandparents, grandchildren, parents, children, brother, sister, or the landlord's spouse or the spouses of such relations) who intend to occupy the unit as their principal residence for at least three years. Further, an RMI can generally only be done if the owner either lives in the Property or is simultaneously pursuing on OMI eviction to evict a tenant from another unit in the Property. There are many additional limitations on an owner's right to pursue an RMI eviction, including but not limited to provisions governing the timing of the RMI eviction notice when a minor child is in occupancy, and the above is not intended to be an exhaustive list.

When proceeding with either an OMI or RMI eviction, the owner is required to pay relocation payments to the displaced tenants (see next paragraph).

Given the complexities involved with OMI and RMI evictions, it is strongly recommended that Buyer request from Seller a copy of the "Request for Protected Tenant Status Information and Tenant Declaration Regarding Protected Status" (SFCA form RFIUS-SF), which form should be completed and signed by any tenants then in possession of the Property before removal of Buyer's contingencies. It is likewise recommended that Buyer review the completed forms carefully, and obtain the advice of a qualified California real estate attorney who specializes in landlord/tenant issues in San Francisco, with respect to the OMI/RMI restrictions and how they may apply given the content of the completed RFIUS-SF forms. Buyer is advised to obtain such advice before removing the applicable contingencies.

#### 30. <u>RELOCATION PAYMENTS AND TENANT BUYOUTS</u>

Under the Rent Ordinance, landlords are required to pay certain relocation payments to tenants who are evicted for owner/relative move-in under Section 37.9(a)(8); demolition or permanent removal from housing use under Section 37.9(a)(10); substantial rehabilitation under Section 37.9(a)(12); or the Ellis Act under Section 37.9(a)(13). Landlords had also historically been obligated to pay these amounts to tenants temporarily evicted for capital improvement work under Section 37.9(a)(11), however, a State law has been passed superseding that provision in certain situations depending on the duration of the temporary displacement. Buyer is advised to consult a qualified California real estate attorney who specializes in landlord/tenant law in San Francisco about such issues.

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The amounts of relocation payments are adjusted each year by the Rent Board and can be found at the following link: http://www.sfrb.org/Modules/ShowDocument.aspx?documentid=1928 and for Ellis Act evictions at:

http://www.sfrb.org/Modules/ShowDocument.aspx?documentid=1929 or by calling the Rent Board at 415-252-4602.

San Francisco has adopted an ordinance governing "Buyout Agreements" (agreements by which a landlord pays a tenant money or provides other consideration to vacate a rental unit). In addition, the ordinance dictates a detailed multi-step process for "Buyout Negotiations" (any discussion or bargaining, oral or written, between a landlord and tenant regarding the possibility of entering into a Buyout Agreement). SFCA form TBLA-SF provides a partial summary of the ordinance. The full text may be found at:

https://sfgov.legistar.com/View.ashx?M=F&ID=3320331&GUID=B92B8C60-2915-4AC5-A262-5C379255863E.

Broker is not qualified to give any legal advice regarding evictions, relocation payments or tenancy buyouts and Buyer is advised to seek the advice of a qualified California real estate attorney who specializes in landlord/tenant issues in San Francisco.

#### 31. ELLIS ACT EVICTIONS

As an alternative to continuing to rent units in the Property, Buyer can choose to terminate the tenancies of all occupied rental units by invoking the provisions of California Government Code Sections 7060 -7060.7 (the "Ellis Act"). Section 37.9(a)(13) of the Rent Ordinance provides that the Ellis Act is a just cause for eviction. However, as with an OMI/RMI, there are many limitations on the Ellis Act process and invoking the Ellis Act can have significant impacts on the use and value of the Property in the future.

Generally, those limitations prevent or restrict the re-rental of units for specific time periods, and provide certain re-rental rights for tenants who were evicted pursuant to the Ellis Act. The duration of these restrictions, the amount of rent that can be charged upon a re-rental and whether prior occupants have a right to return, are each complex issues about which Buyer is advised to obtain the advice of a qualified California real estate attorney who specializes in landlord/tenant issues in San Francisco.

The limitations imposed by the Rent Ordinance for Ellis Act evictions also include the obligation to pay relocation expenses. The obligation to pay those expenses is similar to, but does not exactly overlap, that discussed above in the preceding Section. If Buyer is contemplating the use of the Ellis Act as a means of recovering possession of units at the Property, Buyer is advised to seek the advice of a qualified California real estate attorney who specializes in landlord/tenant issues in San Francisco on the relocation payment obligations and how they are distinct from those discussed above.

Furthermore, as restrictions imposed by the Ellis Act continue to affect a property even after sale, Buyer is advised to obtain any and all available records from Seller and the Rent Board about any prior Ellis Act evictions at the Property. Failure to comply with the re-rental restrictions of the Ellis Act and Rent Ordinance can subject the owner to significant liability claims by evicted tenants or the City and County of San Francisco; therefore, Buyer is urged to consult a qualified California real estate attorney who specializes in landlord/tenant issues in San Francisco to fully appreciate and understand the effects of the Ellis Act on the Property.

#### 32. SHORT-TERM RESIDENTIAL RENTALS

San Francisco regulates what are supposed to be short-term residential rentals facilitated by companies such as Airbnb. Currently, that law allows property owners and tenants to conduct short-term residential rentals without violating the requirements of the City's Residential Unit Conversion and Demolition Ordinance (Administrative Code Chapter 41A) or the Planning Code, subject to many requirements. A short-term residential rental for purposes of that law is a rental of all or a portion of a residential unit for periods of less than 30 nights. To engage in such rentals under this law, eligible Permanent Residents (owners and tenants) must apply to place their residential unit on the "Office of Short-Term Rental's Short-Term Residential Rental Registry." Further information can be found at this link: http://www.sf-planning.org/index.aspx?page=4004 or by calling 415-575-9179.

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#### 33. SELLER OCCUPANCY AFTER CLOSE OF ESCROW

Under the Rent Ordinance, a Seller of real property who continues to occupy the property after the close of escrow may acquire tenants' rights, which may make it difficult for the Buyer to recover possession of the newly purchased property if a dispute arises before the Seller vacates. If Buyer is considering whether to allow Seller to occupy the Property after the close of escrow, Buyer is urged to consult with a qualified California real estate attorney who specializes in landlord/tenant issues in San Francisco to assess the risks and benefits of such an arrangement.

#### 34. CONDOMINIUM CONVERSION ORDINANCE

Since 1982, local laws in San Francisco have severely limited the conversion of apartment buildings to condominiums. In summary, no buildings containing 7 or more residential units could be converted, and a lottery system was in place allowing no more than 200 units to be created annually from 2-6 unit apartment buildings (the "Lottery"). The only exceptions to the Lottery system were 2-unit buildings with both units owner-occupied. Such buildings could bypass the Lottery and begin the conversion process after both units had been simultaneously owner-occupied for a year.

In June 2013 a new ordinance was passed suspending the Lottery system for 10 to 12 years and making further restrictions on entry to it, if and when it does resume. Those restrictions include eliminating all buildings with more than 4 residential units and increasing the owner-occupancy requirements for 3 and 4-unit buildings, such that any building entering the lottery can only have one unit with a tenant in place. In the interim, a schedule of permissions to convert for buildings which have met the prior requirements to enter the Lottery has been created. New conversion fees of as much as \$20,000 per unit are charged and lifetime leases must be offered to non-purchasing tenants. The procedures and other processing fees for conversion may be found at:

http://www.sfdbi.org/Modules/ShowDocument.aspx?documentid=142.

Certain buildings are ineligible for condominium conversion based on past tenant "No-Fault Evictions." ("No Fault Evictions" include OMI, RMI, Ellis Act, permanent removal of rental units and capital improvement evictions.) Buyer is advised to investigate past No-Fault Evictions if the Property is being purchased with any intention to convert the units to condominiums. Because the conversion restrictions apply regardless of whether the evictions were done by Seller or a prior owner, if Buyer intends to convert the Property to condominiums, Buyer is also urged to consult a qualified California real estate attorney who specializes in landlord/tenant issues and condominium conversions in San Francisco before removing the applicable contingency.

#### 35. TENANCIES-IN -COMMON

A Tenancy-in-Common (TIC) is a form of ownership by which all of the owners of the Property (the "co-tenants" or "tenants-in-common") own undivided interests in the entire property, in percentages set forth in their respective deeds. By agreement, the owners may assign to one another specific occupancy and other rights. Usually, all of the owners are fully liable for the mortgage, unless each owner has secured an individual loan for their TIC interest, and the mortgage generally cannot be modified without the consent of the lender and all of the owners. These are extremely complex relationships requiring, among other matters, a carefully written TIC agreement setting forth the rights and responsibilities of all of the owners, including rights of exclusive occupancy of specific units, parking or storage spaces, financial obligations, restrictions on use, use of common areas, restrictions on subsequent sales and dispute resolution mechanisms. Brokers are not qualified to review and analyze TIC agreements. Prior to purchasing a TIC property, Buyer is strongly urged to seek the advice of a qualified California real estate attorney to review any existing TIC agreement, and to otherwise advise Buyer regarding the nature of this unique form of real estate ownership in general, and specifically this particular TIC arrangement. See SFCA form TICD-SF.

#### 36. HOMEOWNERS AND NEIGHBORHOOD ONLINE SITES

If the real property being purchased is a condominium or cooperative, big or small, the existing homeowners may have established a website, chat room, Google group, blog or other online way of discussing the Property.

The information on such online discussion sites can vary from important notices and documents pertaining to the governance of the HOA, to gossip, speculation or rumor.

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Because important information affecting the value or desirability of buying and owning a condominium, cooperative or TIC unit may exist on such sites, when they are known and disclosed by a Seller or Broker it is advisable for Buyers to obtain access and ideally a full trail of the discussions and other content. Furthermore, because the Brokers may not know such sites exist, if there is no such disclosure, Buyers should conduct an independent on-line search for them.

Buyers should not remove their property inspection contingency and purchase a unit without fully satisfying themselves about any information found on such sites. It is also recommended that they engage a qualified real estate attorney in the event they have any questions in this regard.

#### 37. AFFORDABLE HOUSING ENCUMBRANCES

The City and County of San Francisco offers various affordable housing programs for low to moderate income buyers. These restrictions typically prohibit a buyer from re-selling at market price. Instead, such a buyer at the time of resale must comply with various requirements that ensure another qualified low to moderate income person is buying the Property from them, and that person gets the benefit of a controlled, below market price. (An example of one of these restrictions is reprinted below.) The Buyer of a property subject to such a special program is bound by it, regardless of whether they knew about the restrictions or not. Thus, any such Buyer needs to be duly informed of these restrictions.

In some instances, a Seller and the Brokers/Agents involved in a transaction may have no actual knowledge that any such restrictions apply. This could happen, for example, where the Seller was not informed of the restrictions when they bought the Property, or the owner is deceased and the Property is sold in probate. In such instances, an unsuspecting Buyer could pay market price, which would be well over what may otherwise be allowed under the applicable San Francisco affordable housing program.

To protect against non-disclosure in this regard, local government requires recordation with the County Recorder of documents describing the special restrictions. In some instances, there are special instruments pertaining to a particular unit. In other instances, the only document is the subdivision map for the entire condominium project. But at present, it is unclear if all title companies in their Preliminary Reports (Prelims) are describing such restrictions in a manner that makes it easy for Buyers to recognize them. For example, it has come to the Association's attention that some title companies, for example, may be providing Prelims that (a) first reference the San Francisco affordable housing restrictions in the "exceptions" along these lines: "Recitals as shown under "General Notes" on that certain map recorded [Month/Day/Year], in Condominium Map Book XX, at Pages XX1-XX4, of Official Record"; and, (b) then attach and incorporate in the Prelim less than sharp copies of the entire subdivision map for the condominium project with the pertinent disclosure for the unit for sale in print as small as 6-point type. (6-point type, for example, looks like this: Special Note: Units XXX and XXX SHOWN ON THIS MAP HAVE BEEN DETERMINED TO BE PART OF THE CITY'S LOW AND MODERATE INCOME HOUSING STOCK, SUBJECT TO MAXIMUM SALES PRICE, PRICE INCREASE RESTRICTIONS AND RESALE PROVISIONS OF SECTION 1385 OF THE SUBDIVISION CODE....

Information on San Francisco's "Below-Market Rate ('BMR') Condominium Conversion" Program can be found at <a href="http://sf-moh.org/index.aspx?page=257">http://sf-moh.org/index.aspx?page=257</a> or by calling 415-701-5500. A copy of Section 1385 of the San Francisco Subdivision Code can be found at: <a href="http://www.amlegal.com/nxt/gateway.dll/California/subdivision/subdivisioncode?">http://www.amlegal.com/nxt/gateway.dll/California/subdivision/subdivisioncode?</a> <a href="fettemplatessfn=default.htmss:emplatessfn=default.htmss

Buyers and Sellers who receive Prelims with "exceptions" similar to the above example, or who otherwise are concerned that a special housing program may affect the Property for sale, are urged to engage a qualified real estate attorney. A broker/agent is not qualified to provide advice in this regard or answer any related legal questions.

#### 38. WATER HEATERS

Under State law, all water heaters must be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion and a Seller of Property must certify to a Buyer that the bracing requirement has been satisfied. In addition, water heaters which are newly installed or moved must be raised so their ignition point is 18 inches off the ground. Many other plumbing code requirements may also apply, e.g. gas venting, pipe wrapping, temperature and pressure relief valves, drain valves, bollard protection in garages.

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#### 39. SMOKE AND CARBON MONOXIDE DETECTORS

California Health and Safety Code §13113.8 and San Francisco Ordinance 386-84 both place requirements for smoke detectors in residential property. If a TDS is required, the Seller certifies that the Property has (or will have prior to Close of Escrow) operable smoke detectors which are approved and installed in compliance with the State Fire Marshal's regulations and applicable local standards. In addition, DBI requires smoke detectors in all bedrooms of residential property before they will issue a Certificate of Completion for any permitted contracting work costing \$1,000 or more.

State law requires carbon monoxide detectors in living areas for all residential properties that have fossil fuel burning appliances, even if those are several floors below, for example, furnaces in the basement of a condominium building.

#### 40. RESIDENTIAL ENERGY AND WATER CONSERVATION ORDINANCES

The San Francisco Residential Energy Conservation Ordinance requires a Seller to notify a Buyer of the requirements of the ordinance. Delivery of an informational brochure made available by the City's Department of Building Inspection (DBI) entitled *What You Should Know About San Francisco's Residential Energy and Water Conservation Requirements*, satisfies this requirement. The brochure is available online at: www.sfdbi.org/Modules/ShowDocument.aspx?documentid=124.

Prior to the transfer of title of any residential building the Seller or their Broker must: (a) obtain a valid energy inspection by a qualified energy inspector; (b) install all required conservation measures as itemized in a form specified by DBI; (c) furnish to the Buyer a copy of the completed inspection form, showing compliance with required energy conservation measures; and (d) record a certificate of completion with the county recorder's office no later than the transfer of title. However, this inspection is not required where a proof of compliance has been recorded already with DBI and the county recorder's office. No Seller is required to spend more than one percent of the purchase price or one percent of the assessed value of the building, whichever is greater, to comply with the energy ordinance. Further, in the case of one or two-unit buildings, the cost of compliance shall not be greater than \$1,300. Exemptions from the energy ordinance include residential buildings permitted after July 1, 1978, live/work lofts, transfers pursuant to a court order, and transfers between co-owners, spouses, registered domestic partners or certain relatives.

The responsibility for compliance with the ordinance may be transferred from Seller to Buyer provided that before transfer of title (a) a valid energy inspection has been performed; (b) a written agreement is signed by Seller and Buyer wherein Buyer agrees that the energy conservation measures will be installed within 180 days after transfer; and (c) Seller agrees that funds equal to one percent of the purchase price will be deposited in escrow. Further information on this ordinance can be obtained from DBI at (415) 558-6088.

#### 41. WATER CONSERVATION

Unlike the energy ordinance, water conservation inspections are required prior to each sale of most residential buildings, regardless of prior energy and water compliance certification. Exemptions are more limited than for energy compliance, but include transfers pursuant to a court order, and transfers between co-owners, spouses, registered domestic partners or certain relatives. Unless exempt, the following water conservation measures are required:

- Low-Flow Showerheads: Any showerhead with a maximum flow of more than 2.5 gallons per minute must be replaced. All showers may have no more than one showerhead per valve.
- Faucet Aerators: An aerator with a flow rate of 2.2 gallons per minute or less must be installed on all sink faucets.
- Toilets: All toilets with a water consumption of more than 1.6 gallons per flush must be replaced. Modifications to toilets with a rated water consumption greater than 1.6 gallons per flush no longer comply. An exemption may be granted if the historical integrity of the building would be compromised by the replacement.
- Leak Repair: All plumbing leaks must be located and repaired.

Contact the Water Department at (415) 551-3000 for more detailed information regarding compliance and exempt properties and transfers.

#### 42. BOILER ORDINANCE

Some homes in San Francisco contain boilers, which generate steam for heat or for domestic hot water production. Homeowners who have boilers on their property must maintain their boiler in safe operating condition and also maintain a current "Permit to Operate Boiler." The permit must be renewed annually and displayed near the boiler. For more information, visit: http://www.sfdbi.org/ftp/uploadedfiles/dbi/Key Information/BoilerInspectionProgram.pdf

#### 43. <u>UNDERGROUND STORAGE TANKS (USTs)</u>

Tanks buried in front of residential properties were used for the storage of oil for steam heat systems, beginning in the late 1800's. They can be identified by a number of indicators - a filler cap in the sidewalk; a breather spout attached to an exterior building wall (which allowed air to be displaced from the tank as it was filled); a fire-brick enclosed boiler room in the basement; and, sometimes still in place, an electrical box on a wall in the boiler room labeled "Oil Burner". The tanks were abandoned when the fuel source was replaced with piped natural gas. Article 21 of the San

Francisco Health Code requires owners, within 30 days of discovering a disused underground tank, to file a plan to "close" it by either removing it, or filling it with concrete and taking out a license, to be renewed annually, to continue to own it in place. Removal is the preferred approach, but can become expensive if the tank has deteriorated and oil has leaked into the soil below, thereby causing contamination and requiring remediation. California Health and Safety Code §25280 establishes the standards for removal and remediation. A professional inspection is recommended if a Buyer suspects that a UST may still be in place and has not been given any evidence to the contrary. Owners of real property in San Francisco are advised to retain prior UST inspection reports and, if a tank has been removed, the closure documentation.

#### 44. UNREINFORCED MASONRY AND SOFT-STORY BUILDINGS

In 1992, a San Francisco Ordinance required that Unreinforced Masonry Buildings (UMBs), identified as such by DBI, be retrofitted to a minimum "bolts-plus" standard. By now most of the brick buildings identified on DBI's "UMB list" have been so retrofitted. Further information may be found at <a href="https://www.sfdbi.org">www.sfdbi.org</a>.

"Soft-Story" buildings have been determined by the City and County of San Francisco to pose a risk of collapse during a major earthquake. Accordingly, local law now requires the owners of such buildings to seismically strengthen them.

A Soft-Story building is defined under local law as any structure that (a) was constructed or had a permit application for its construction submitted before 1978, (b) has 3 or more stories (or 2 stories over a basement or underfloor area that has any portion extending above grade) and 5 or more dwelling units (whether the dwelling unit is legally approved for residential use or not), including condominium buildings, and residential or tourist hotels (whether or not all guestrooms have kitchens), and (c) which has not had certain seismic strengthening work completed in compliance with applicable building codes. Generally, but not always, such buildings will also have first story perimeter walls with large openings for garage doors or windows, few interior partitions, and/or construction materials that have deteriorated over time.

The seismic retrofit work necessary to comply with this law can result in substantial costs. Real estate brokers and agents are not qualified to provide cost estimates, evaluate any prior seismic work for compliance with the law, or otherwise opine as to the law's requirements, and they do not investigate public records, such as at the San Francisco Department of Building Inspection. Before removing contingencies, it is strongly recommended that Buyers of "Soft Story" buildings (or a condominium unit in such a building) engage qualified construction or design professionals to fully investigate the Property, including without limitation, the costs to complete any necessary retrofit work.

Additional information on Soft-Story buildings can be obtained from the San Francisco Director of Earthquake Safety at (415) 554-5404, by visiting City Hall, Room 362, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or at this web page: <a href="http://www.sfgsa.org/index.aspx?page=6048">http://www.sfgsa.org/index.aspx?page=6048</a>. The City has created a list of buildings that the City "believes, to the best of our knowledge, to be within the scope of the Mandatory Seismic Retrofit Ordinance. These are not necessarily unsafe buildings, but rather buildings that need to be screened to ascertain if they are within this program or not." That list can be found at: <a href="http://sfdbi.org/mandatory-soft-story-program">http://sfdbi.org/mandatory-soft-story-program</a>, scroll down to "Subject Buildings, Soft Story Noticing Pool (Excel)." The law can be found at:

http://www.sfgsa.org/modules/showdocument.aspx?documentid=10118.

#### 45. SAFETY INSPECTION - DECKS AND APPENDAGES

For apartment buildings and residential condominiums of 3 or more units, and hotels, San Francisco Housing Code Section 604 requires periodic inspection of all building "appendages", defined as "all wood and metal decks, balconies, landings, exit corridors, stairway systems, guardrails, handrails, fire escapes, or any parts thereof in weather-exposed areas - but NOT including interior building areas." The inspection must be performed by either a licensed general contractor, structural pest control licensee, or a licensed professional architect or engineer, for the purpose of verifying that the exit system, corridor, balcony, deck, or any part thereof is in general safe condition, in adequate working order, and free from hazardous dry rot, fungus, deterioration, decay, or improper alteration.

Property owners shall provide proof of compliance with this Section by submitting a mandated affidavit, with verification (if applicable) completed and signed by the licensed professional who inspected the building. Completed affidavits must be submitted to the Housing Inspection Services Division every 5 years at the following address: San Francisco Department of Building Inspection Housing Inspection Services Division, Attn: Section 604 H.C. Affidavit Filing, 1660 Mission Street, 6th Floor San Francisco, CA 94103-2414. The affidavit and full text of the requirements can be found at: <a href="http://sfdbi.org/sites/sfdbi.org/files/migrated/FileCenter/Documents/forms/Inspection\_Services/LtrSec604HC3\_RVBrev1\_Oct\_2013.pdf">http://sfdbi.org/sites/sfdbi.org/files/migrated/FileCenter/Documents/forms/Inspection\_Services/LtrSec604HC3\_RVBrev1\_Oct\_2013.pdf</a>

#### **46.** TREES AND VEGETATION

According to the Department of Public Works, there are about 100,000 street trees in the city of San Francisco. The majority of these are cared for and maintained by the fronting property owner, but there are about 24,000 trees in the care of DPW. Because DPW does not have the resources to properly care for these trees, however, the responsibility for these trees is being transferred over the next seven years to the fronting property owners, who will be responsible for pruning and regular care. Consult this website for more information about San Francisco's urban forestry: www.sfdpw.org.

It is also important to note that a property owner must obtain a permit to either plant or remove a tree. Often the permit for planting a tree can be obtained at no cost. Removing a tree without a permit can subject the owner to a fine.

#### 47. HOUSEHOLD AND HAZARDOUS WASTES

San Francisco residents must divide household waste into three bins: recycling, compost and landfill waste. In addition to that, there are several types of hazardous waste that must be handled separately: batteries are to be placed in a plastic bag and left on top of one of the collection bins; cooking oil should be poured into leak-proof containers and delivered to a collection site; old medications are accepted at most pharmacies for disposal; paint can be disposed of at Recology's Hazardous Waste Collection Facility or many hardware stores in the city; syringes and needles can be dropped off in a "sharps" container at most pharmacies in San Francisco, and fluorescent light bulbs and tubes can be dropped off at neighborhood collection sites, which can be found here: www.sfenvironment.org/recyclewhere.

In 1986 San Francisco enacted ordinance 253-86 relating to hazardous wastes in soil. Also known as the "Maher Ordinance", it is primarily concerned with land in San Francisco where fill was placed near the bay after the 1906 earthquake. It addresses the risk that such fill may have hazardous levels of organic or inorganic constituents that may pose a health and safety risk to the public and requires a notice to Buyers of such land regarding the contents of the ordinance. Applicants for building permits which involve the disturbance of 50 cubic yards of soil or more may be affected. SF Health Code Sections 1219 - 1237 apply and Building Code Section 106A.3.2.4 contains a full explanation of the ordinance. A map identifying its scope can be found at the following link:

http://www.sf-planning.org/ftp/files/publications reports/library of cartography/Maher%20Map.pdf

#### C. SUPPLEMENTS TO THIS ADVISORY AND INFORMATION ON RECENT DEVELOPMENTS

Local laws affecting San Francisco real property often change during the year. While it is beyond the scope of this Advisory to provide a comprehensive and up to date report on all new local laws, the latest additions to this Advisory and a summary of general information on recent developments compiled by the San Francisco Association of REALTORS® can be found at: <a href="www.SFARAdvisories.com">www.SFARAdvisories.com</a>. Buyers and Sellers should engage a qualified real estate attorney who is knowledgeable about San Francisco's local laws for advice regarding a specific real estate transaction.

#### D. RECOMMENDATION TO RETAIN A QUALIFIED ATTORNEY AND ACCOUNTANT

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF THIS ADVISORY.

In addition to the professional service providers you will retain to inspect and analyze the Property you are purchasing or selling, you may need legal, tax or financial advice. Brokers are not qualified to give any such advice, for example in the manner of holding title. A situation may arise during the course of your transaction that requires you to make an important decision or select a plan of action that could result in significant legal consequences and substantial impact on your personal finances. The most prudent and best plan is for you to identify a certified public accountant and qualified real estate attorney, in advance of the sale or purchase of your property. That way, you can quickly contact and seek the proper financial, legal advice and guidance needed during the transaction. If you are considering an IRS 1031 exchange, contact an exchange accommodator to discuss the proper method, timing and documentation of the exchange.

In these and all other matters referred to in this General Information (Disclosures and Disclaimers Advisory), Buyer and Seller are advised to seek any desired assistance from appropriate qualified professionals. Nothing Broker/Agent may say will change the terms or effect of this Advisory.

Buyer _		Da	ıte: _	
Seller	DocuSigned by:	Da	ıte:	3/11/2017

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

(Rev 02/16)

#### PROPERTY REPORT 92 ROBINSON DRIVE SAN FRANCISCO, CA 94112 MARCH 28, 2017

#### PREVENTION INSPECTION SERVICES, INC.

Contractor's License 551626 – B, C10, C36, SPCB OPR 11737 ICC Certified Residential Combination Inspector 5273803 (650) 992-6630 Office (415) 370-9961 Cellular

Inspection ordered by: SAMMY HASTINGS - RENOVATION DESIGN REALTY

Weather condition: FAIR

Estimated year of building construction: 1973

Number of units: ONE

Property occupied at the time of inspection: NO -STAGED FOR SALE

This report is used based on the condition of the visible components of the building and adjoining portions of the property at the time of the inspection. **THIS IS NOT A CODE COMPLIANCE INSPECTION.** Our inspection is primarily designed to report serviceability of the components and systems of the property, and was not meant to be technically exhaustive. This report is based on standards adopted by CREIA (California Real Estate Inspection Association) and ASHI (American Society of Home Inspectors).

Wood destroying pest infestation, dry rot, atrium and stall showers water tests are not addressed in this inspection. A pest control operator should be contacted for a termite report, as they have met state requirements for performing these types of inspections. SEE PREVENTION INSPECTION SERVICES REPORT DATED THE SAME.

No evaluation is included of the following: Private water, waste system, water softener systems, including water potability or quality, asbestos, indoor air, lead paint, security and fire alarm/sprinkler systems, elevators and lifts, central vacuum systems, intercoms, pools, spas, water tightness of the roof, exterior stairs, patio, deck and porch, anything not exposed to view or inaccessible for inspection.

# NO WARRANTY IS EITHER EXPRESSED OR IMPLIED. THIS REPORT IS NOT AN INSURANCE POLICY, NOR A WARRANTY SERVICE. IF A WARRANTY IS REQUIRED CONTACT A WARRANTY SERVICE COMPANY.

This report is prepared 'presale' for the seller. Certain conditions and systems may be best described in a walk through with the buyer. The buyer is encouraged to perform separate inspections or to meet with the inspector preparing this report for a more in depth and individually tailored interpretation of the report. A walk through will be performed at a reduced fee on request from the buyer, (typically ½ original fee).

The buyer is also required to perform a diligent visual inspection of the property as soon as possible after the contract has been signed. It is very important to perform a "final walk through" immediately after a seller has removed belongings. This will insure nothing was hidden by personal belongings or damaged during the move out. Call us if something warrants out attention.

Thank you for selecting us to do your home inspection.

Sincerely,

Bret Husted
ASHI & CREIA CERTIFIED INSPECTOR







### **PART 1: PROPERTY OVERALL**

THE PROPERTY FACES WEST FOR THE PURPOSE OF IDENTIFICATION IN THE REPORT

		NO	YES	COMMENT/TYPE
1.01	Fence:	X		THE REAR OF THE BUILDING OPENS TO A HILLSIDE. THERE IS NO FENCING INSTALLED.
1.02	Retaining wall:	Х		PORTIONS OF THE FOUNDATION ACT AS A RETAINING WALL.
1.03	Deck:		Х	THERE IS A SMALL DECK ASSOCIATED WITH THE REAR WOOD STAIRCASE.
1.04	Patio:	X		
1.05	Sidewalk:		X	CONCRETE / MINOR CRACKS NOTED.
1.06	Driveway:		X	CONCRETE / MINOR CRACKS NOTED.  THE PROPERTY IS LOCATED ON A
				HILLSIDE. THERE IS A SLOPING DRIVEWAY.
1.07	Porch:	X		
1.08	Grading:		X	THE PROPERTY IS LOCATED ON A HILLSIDE LOT WITH SUITABLE GRADING. WATER MAY COLLECT AT THE SUBAREA DURING PERIODS OF HEAVY RAIN.
1.09	Trees / vegetation in contact with the structure:		Х	FOLIAGE SHOULD BE KEPT CUT BACK FROM THE EXTERIOR.
				THE NEIGHBORING PROPERTY HAS A JUNIPER BUSH AGAINST THE SIDE OF THE HOUSE.
				THE PROPERTY IS LOCATED AT THE TOP OF A LARGE OPEN SPACE. THE OWNER SHOULD MAINTAIN 'DEFENSIBLE' FIRE SPACE BY TRIMMING GRASSES ANNUALLY.

#### **RECOMMENDATIONS:**

1.08 THE PROPERTY SHOULD HAVE POSITIVE SLOPE AWAY FROM THE STRUCTURE AT A MINIMUM OF 1/4" PER FOOT TO PREVENT EXCESSIVE MOISTURE AT THE FOUNDATION OR IN THE SUBAREA.

### **PART 2: EXTERIOR**

Condition or lack of window screens is not addressed in this report.

Accessibility of exterior percent: 90% Type of walls: STUCCO & WOOD

		NO	YES	COMMENT/TYPE
2.00	General condition:			THE EXTERIOR WAS FOUND TO BE IN GOOD CONDITION. ONGOING AND ROUTINE INSPECTION IS RECOMMENDED.
2.01	Damage noted on walls:		X	THERE IS DAMAGE AT THE WOOD SIDING AT THE SOUTH SIDE OF THE BUILDING.  STUCCO CRACKS ARE NOTED.  THERE IS DAMAGE BEHIND THE STUCCO AT THE SIDEWALL ADJACENT OT THE ENTRY SIDEWALK.
2.02	Pooling paint:		X	PAINT IS UNFINISHED AROUND THE
2.02	Peeling paint:		X	SOUTH SIDE ROOF DRAIN LEADER.

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				THERE IS PEELING PAINT AT THE
				EXPOSED WOOD SIDING ON THE SOUTH
				SIDE OF THE BUILDING.
2.03	Damaged / missing trim:	X		THE ELECTRICAL SERVICE PANEL
				ENCLOSURE DOOR IS DAMAGED. THE
				DOOR IS OFF THE HINGES.
2.04	Damaged window ledge:	Х		
2.05	Window / door bars:	Х		
2.06	Damaged door:		Х	THE DOOR FROM THE GARAGE TO THE
				INTERIOR SHOULD BE FIRE RATED AND
				SELF-CLOSING FOR FIRE PROTECTION.
	9			THE GARAGE INTERIOR DOOR IS
				NAILED INTO PLACE AND DOES NOT
				SWING OR CLOSE. THERE IS NO
				HARDWARE ON THE DOOR.
				THERE IS A SHORT OPENING AT THE
				GARAGE INTERIOR DOOR ENTRY.
2.07	Damaged lock:	Х		
2.08	Damaged eaves, soffit or fascia:	Х		THE BAY WINDOW SOFFIT AT THE REAR
				OF THE HOME IS NOT VENTILATED.
	1/20			SOFFITS AND OVERHANGS AS WELL AS
				CONCEALED ABUTMENTS SHOULD HAVE
				VENTILATION TO PREVENT EXCESSIVE
				MOISTURE AND CONCEALED DAMAGE.
2.09	Damaged exterior light:	X		THERE IS NO LIGHT AT THE REAR OF
2.09	Damaged exterior light:	^		THE PROPERTY. AN OUTDOOR LIGHT
				SHOULD BE PROVIDED AT ALL EXTERIOR DOORS.
2.10	Damaged doorbell:		Х	THE DOORBELL IN NOT OPERATIONAL.
2.10	Damaged garage door:		X	THERE IS A SECTIONAL WOOD GARAGE
2.11	Damagea garage door.		_ ^	DOOR. THERE ARE PAINTED NON-
				TEMPERED WINDOWS IN THE DOOR.
				TELL WINDOWS IN THE BOOK
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				V such a set success of V
			1	

2.12	Auto opener:		Χ	THERE IS A NEWER GENIE GARAGE DOOR OPENER.
2.13	Garage fire separation:	Х		VOIDS ARE NOTED IN THE DRYWALL COVERINGS.

#### **RECOMMENDATIONS:**

- 2.03 ALL EXTERIOR PENETRATIONS INCLUDING LIGHT FIXTURES AND ELECTRICAL OUTLET BOXES SHOULD BE WELL SEALED WITH PROPER GASKETS OR SEALANT TO PREVENT MOISTURE INTRUSION.
- 2.02 CONCERNED PARTIES SHOULD CONTACT A LICENSED PAINTER FOR BIDS.
- 2.06 THE OWNER OR A HANDYMAN SHOULD INSTALL A PROPER DOOR WITH HARDWARE AND HINGES.
- 2.10 CONCERNED PARTIES ARE REFERRED TO A HANDYMAN OR ELECTRICIAN FOR FURTHER INSPECTION, BIDS AND REPAIRS.
- 2.11 CONTACT A GARAGE DOOR COMPANY TO REPLACE THE DOOR.
- 2.13 INSTALLATION OF 5/8" FIRECODE SHEETROCK THROUGHOUT THE GARAGE IS RECOMMENDED TO PROTECT THE STRUCTURE FROM POSSIBLE FIRE IN THE GARAGE AREA. CONTACT A DRYWALL COMPANY FOR ESTIMATES.

#### **PART 3: FOUNDATION**

While the drainage appears adequate, except if noted below, no evaluation is given or implied in this report of soil stability or geological conditions in heavy rains. For more information contact the appropriate engineers and obtain disclosure from the seller.

Type of foundation: CONCRETE PERIMETER WITH SLAB INFILL

Accessibility percent: 60%

Crawl space / access panel: ACCESS IS MADE FROM THE GARAGE

		NO	YES	COMMENT/TYPE
3.01	Anchor bolts:		X	ANCHOR BOLT PLACEMENT IS LIMITED BY TODAY'S STANDARDS.  SOME LIMITED REINFORCEMENT OF THE SUBSTRUCTURE FRAMING IS NOTED.
3.02	Seismic upgrades:	Х		NO SEISMIC IMPROVEMENTS ARE NOTED.
3.03	Damaged slab:		X	MINOR CRACKS NOTED AT THE GARAGE. NO ACTION IS REQUIRED.  THE GARAGE SLAB HAS BEEN PAINTED.
3.04	Visible cracks:		X	2

		CISCO,	<u>CA 9411</u>	-
	3			4
3.05	Visible settlement:		X	THERE ARE SLOPING FLOORS AND OUT OF SQUARE DOOR FRAMES.  THE FOUNDATION HAS BEEN SUBJECT TO DEFLECTION AND MOVEMENT OF THE BUILDING IS DETECTABLE.
				SURVEY NOTATIONS ARE NOTED IN THE SUBAREA.
	THE RESERVE OF THE PERSON NAMED IN			The second secon
3.06	Concrete crumbling / efflorescence:		X	EFFLORESCENCE IS NOTED
3.06 3.07	Concrete crumbling / efflorescence: Inadequate pier / post base:	X	X	EFFLORESCENCE IS NOTED
<u> </u>	• '	X	X	EFFLORESCENCE IS NOTED
3.07	Inadequate pier / post base:	X		EFFLORESCENCE IS NOTED  SEE 1.08
3.07 3.08	Inadequate pier / post base: Debris in subarea:	X		
3.07 3.08 3.09	Inadequate pier / post base:  Debris in subarea:  Basement / subarea seasonally wet:	X		
3.07 3.08 3.09 3.10	Inadequate pier / post base: Debris in subarea: Basement / subarea seasonally wet: Sump pump:	X		
3.07 3.08 3.09 3.10 3.11	Inadequate pier / post base:  Debris in subarea:  Basement / subarea seasonally wet:  Sump pump:  Inadequate foundation:	X X X		SEE 1.08  THERE IS A COMPREHENSIVE EXTERIOR DRAINAGE SYSTEM. THE SYSTEM WAS
3.07 3.08 3.09 3.10 3.11 3.12	Inadequate pier / post base:  Debris in subarea:  Basement / subarea seasonally wet:  Sump pump:  Inadequate foundation:  Inadequate drainage:	X X X	X	SEE 1.08  THERE IS A COMPREHENSIVE EXTERIOR DRAINAGE SYSTEM. THE SYSTEM WAS NOT TESTED FOR ADEQUACY. THIS STRUCTURE REQUIRES DRAINAGE FOR ALL DOWN DRAINS. THE GUTTERS SHOULD COLLECT ALL WATER RUN-OFF AND THE DOWN DRAINS SHOULD DISCHARGE THE WATER INTO PROPER

### **RECOMMENDATIONS:**

- 3.02 WE RECOMMEND INSTALLATION OF SEISMIC REINFORCEMENT STRAPS AT THE SUBSTRUCTURE POST AND BEAM CONNECTIONS.
- 3.05 SETTLEMENT WAS NOTED THROUGHOUT PORTIONS OF THE STRUCTURE. THE BUYER IS REFERRED TO A FOUNDATION ENGINEER IF FURTHER INFORMATION IS REQUIRED.
- 3.08 CONCERNED PARTIES SHOULD CONTACT THE APPROPRIATE TRADE FOR BIDS TO REMOVE THE DEBRIS.
- 3.09, 3.12 REFER TO THE SELLER FOR FULL DISCLOSURE AS TO CONDITIONS DURING HEAVY RAINS.
- 3.13 CONTACT A DRAINAGE SPECIALTY CONTRACTOR, IF FURTHER INFORMATION IS REQUIRED CONCERNING CONTROL OF SURFACE AND SUBTERRANEAN WATER.

### **PART 4: STRUCTURE AND FRAMING**

Opinions stated here-in concerning the general condition of the exterior stairs does not constitute an opinion or warranty as to whether the stairs leak or may leak or may be subject to future leakage. This is not a water test of the exterior stairs. If the stairs leak during rain, the owner needs to caulk/seal all cracks/gaps. It is the owner's responsibility to maintain the water tightness of the stairs.

Framing may not be fully visible for inspection due to wall coverings and limited accessibility. Statements pertaining to framing materials and dimensions are based on visual observation and construction industry standards.

		NO	YES	COMMENT/TYPE
4.01	Damaged exterior stairs:  RAILINGS AT THE FRONT STAIRS WOBBLE SLIGHTLY.  THERE IS EVIDENCE OF SETTLEMENT AT THE FRONT STEPS. THE SIDEWALK HAS SEPARATED AT THE FRONT TERRAZZO.		X	THERE ARE TERRAZZO EXTERIOR STAIRS. TERRAZZO STAIRCASES REQUIRE PERIODICAL MAINTENANCE. THE STONE IS POROUS AND SHOULD BE SEALED WITH A STONE SEALER TO PREVENT MOISTURE PENETRATION. ALL JOINTS SHOULD BE CAULKED WITH A POLYURETHANE CAULKING.
				THE RAILING AT THE REAR STAIRS HAS A HORIZONTAL RAILING. THIS TYPE RAIL CAN BE CLIMBED AND POSES A CHILD SAFETY CONCERN.

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4.02	Moisture noted underneath stairs:		Х	EVIDENCE OF SEASONAL WATER INTRUSION IS NOTED BELOW THE STAIRS. THE STAIRS MAY LEAK AT THE FLASHING NEAR THE ENTRY DOOR. STAINING IS NOTED ATR THE WOOD FRAMING BELOW.
4.03	Inadequate floor structural support:	X		
4.04	Visible settlement:		X	
4.05	Wall framing (vertical):			WOOD FRAME WITH 2X4 AND 2X6 VERTICAL WALL COMPONENT CONSTRUCTION. PORTIONS OF THE SUBAREA ARE FRAMED WITH A CRIPPLE WALL CONSTRUCTION. CRIPPLE WALLS ARE THE WEAK STRUCTURAL PART OF THE STRUCTURE. INSTALLATION OF SHEAR WALL PANELS AT THE CRIPPLE WALLS CAN PROVIDE ADDED SEISMIC STABILITY. CONTACT A SEISMIC RETROFIT COMPANY IF FURTHER INFORMATION IS REQUIRED.
4.06	Floor joist framing:			THERE IS CONVENTIONAL FRAMED 2X8 WOOD FLOOR JOIST CONSTRUCTION
4.07	Damaged subflooring or subarea framing:	X		THERE IS DAMAGE BELOW THE ENTRY STAIRS AND THERE IS DAMAGE AT THE SOUTH SIDE OF THE BUILDING NEAR THE FIREPLACE AND AT THE REAR ADDITION. THE DAMAGE AT THE REAR ADDITION EXTENDS FROM THE SOUTH SIDE AROUND THE BACK SIDE OF THE BUILDING.

4.08	Roof rafter and ceiling framing type:			THERE IS A CONVENTIONAL WOOD FRAME ROOF AND CEILING ASSEMBLY. THERE IS AN EXPOSED BEAM CEILING AT THE REAR ADDITION.
4.09	Damaged interior steps, stairways and railings:		X	THE HANDRAIL TO THE BASEMENT AND UPPER LEVEL IS NOT EQUIPPED WITH SAFETY RETURNS.
4.10	Inadequate insulation in attic and access location:	Х		THERE IS NO ATTIC ACCESS. THE ATTIC IS A SMALL INACCESSIBLE AIR SPACE.
4.11	Damaged member noted in attic:	Χ		NOT VISIBLE FOR INSPECTION.
4.12	Insulation type at unfinished spaces – walls and floor:	X		THERE IS FIBERGLASS BATT INSULATION AT THE VISIBLE FLOORING COMPONENTS.  THE INSULATION INSTALLED OVER THE GARAGE AND IN THE SUBAREA AT THE FLOOR JOISTS IS INSTALLED BACKWARDS.  THERE ARE NO UNFINISHED WALL SPACES. TYPICALLY BUILDINGS OF THIS AGE ARE PROVIDED WITH LIMITED INSULATION. THE PLACEMENT AND TYPE OF THESE OR ANY IMPROVEMENTS IS UNKNOWN.
4.13	Vapor retarding material in crawl space / basement and attic:	Х		NONE IS PRESENT - THE CRAWL SPACE HAS A CONCRETE RAT PROOFING COVERING INSTALLED.

### **RECOMMENDATIONS:**

- 4.01 4.02 CONCERNED PARTIES SHOULD MAKE THE STAIRS WATERTIGHT.
- 4.07 CONTACT A LICENSED GENERAL CONTRACTOR FOR REPAIRS. SEE PEST REPORT FOR ADDITIONAL DETAILS.
- 4.09 CONCERNED PARTIES SHOULD CONTACT A HANDYMAN TO INSTALL PROPER HANDRAIL RETURNS.

### **PART 5: ELECTRICAL**

Most of the electrical is not visible for inspection and only a representative number of switches and outlets are tested for operation. All lights should be tested during the final walkthrough. Components and wiring concealed in the junction boxes, panels and other building cavities are not inspected. Tracing of individual circuitry and electrical distribution is also not within the scope of our inspection. Consult the owner as to any unusual conditions that could not be determined through a visual inspection, but should be known under normal living conditions.

Service drop location: FRONT OVERHEAD SERVICE Location: NORTH SIDE EXTERIOR

Type of panel: Circuit breaker Location: GARAGE INTERIOR

AMPS: 100 110 VOLT 15-20 AMP: 19

VOLT: 110/220 220 VOLT 30-60 AMP: 0

Grounding method: GROUNDING ROD & WATER PIPES

Branch wiring: NON-METALLIC SHEATHED CABLE AND CONDUIT

		NO	YES	COMMENT/TYPE
5.00	Service equipment conductors, cables and raceways:		X	10 O
5.01	Subpanel:	X		
5.02	Upgrades:		Χ	
5.03	Adequate access to the panel:		Х	
5.04	Additional circuit slots available:	X		THERE IS ONE OR MORE DOUBLE TAPPED CIRCUIT BREAKER.

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5.05	Outlets grounded:		X	ONE OR MORE THREE PRONG OUTLETS IS INSTALLED UNGROUNDED. THIS CONDITION IS CONSIDERED TO BE A SAFETY HAZARD. SEE ITEM 5.10.
5.06	Exposed wiring:		X	THERE IS NO COVER PLATE NOTES AT THE RECEPTACLE FOR THE JACUZZI TUB AND THE WASHER / DRYER.
5.07	Non approved extension cord:	X		
5.08	Recommended system correction:		X	
5.09	Water heater bonded (grounded):	X		
5.10	Recommended system upgrade:		X	
5.11	Panel grounding, busway or neutral deficiencies:	Х		

### **RECOMMENDATIONS:**

5.05, 5.06, 5.09, 5.10 WE ADVISE THE OWNER TO CONTACT A QUALIFIED ELECTRICIAN TO MAKE ALL NECESSARY CORRECTIVE WORK, INCLUDING, GROUNDING ALL RECEPTACLES, TO PROVIDE GROUND FAULT (GFCI) PROTECTIVE DEVICES FOR ALL KITCHEN COUNTERS, SINKS, GARAGES AND ALL EXTERIOR OUTLETS TO PREVENT ELECTRICAL SHOCK AND TO INSTALL ARC FAULT BREAKERS AT THE HABITED ROOM OUTLETS AS AN UPGRADE.

GROUND FAULT DEVICES PROTECT AGAINST ELECTRICAL SHOCK IN WET LOCATIONS.

ARC FAULT BREAKERS PROVIDE PROTECTION FROM FIRE. THESE BREAKERS HAVE BECOME A REQUIREMENT IN NEWER CONSTRUCTION SINCE 2005. THE USE OF THE BREAKERS HAS BECOME REQUIRED IN ALL HABITABLE ROOMS AS OF 2014.

MODERN BUILDING STANDARDS CALL FOR ENERGY SAVING LUMINARIES. INSTALLATION OF OCCUPANCY SENSORS AT THE BATHROOMS, DIMMER SWITCHES AND ENERGY EFFICIENT LIGHT FIXTURES CAN REDUCE ENERGY CONSUMPTION AND IS A RECOMMENDED UPGRADE.

### **PART 6: PLUMBING**

Due to the finished walls, concealed interior and underground, most of the plumbing lines are inaccessible for inspection and items such as air chambers, fittings, pipes, vents and traps are not inspected and therefore not included on this report. Our inspection is limited to review of the visually accessible plumbing lines at the time of inspection. Water was run through fixtures to determine water pressure and drainage flow conditions at the time of inspection. The testing is of short duration and should not be considered as a complete inspection of the plumbing system. Washers and dryers are not normally tested in this inspection. Water heaters have a 10 year expected life.

Water on at the time of inspection: YES

Water main location: FRONT EXTERIOR

Gas main location: GAS IS SUPPLIED BY THE UTILITY FROM THE STREET

		NO	YES	COMMENT/TYPE
6.00	Gas meter: THE GAS METER IS LOCATED AT THE GARAGE INTERIOR. NO AIRTIGHT ENCLOSURE IS PROVIDED TO PREVENT GAS LEAKS FROM ENTERING INTERIORS.  GAS SI	HUTOFF	LOCATIO	WE RECOMMEND THE INSTALLATION OF AN AUTOMATIC EARTHQUAKE SHUTOFF VALVE FOR FIRE SAFETY.  ON
6.01	Water heater: 40 GALLON GAS			GARAGE/ 2014/ BRADFORD WHITE
6.02	Strapped:		X	
6.03	Raised 18" off the ground:		X	
6.04	Water lines insulated 5' from the heater:	X		
6.05	Insulation blanket:	Х		NOT NECESSARY FOR NEWER MODELS THAT ARE R-6 PLUS.
6.06	Pressure relief valve and tube:		X	THE TEMPERATURE PRESSURE RELIEF VALVE PIPING SHOULD EXTEND TO THE EXTERIOR OF THE BUILDING, AN APPROVED RECEPTOR OR WITHIN 6" OF THE GROUND. THE PRESENT INSTALLATION IS OF AN OLDER DISCONTINUED STYLE. IMPROVEMENT IS RECOMMENDED. THE TPR TERMINATES TO A FINISHED INTERIOR SPACE.
6.07	Flexible gas line:		Х	THERE IS AN OLD GAS VALVE – REPLACEMENT IS ADVISED.

6.09 Inadequate ventilation:  6.10 Inadequate combustion air:  6.11 Inadequate installation of flue:  6.12 Inadequate pressure at faucets:  A PRESSURE TEST WAS MADE AND  RECORDED AT 60 PSI AT THE  HOMEOWNER WATER SHUTOFF.  6.13 Notable drainage slow:  6.14 Washer plumbing installed:  6.15 Dryer vented to the exterior:  CAST IRON, DURHAM AND COPPER  CAST IRON, DURHAM AND COPPER  6.17 Drain, waste and vent lines:  CAST IRON, DURHAM AND COPPER  6.18 Drainage sump pump and related piping:  6.19 Water lines: COPPER – 1"  WATER SHUTOFF LOCATION	6.08	Leaks / corrosion in visible area:	X	1	
6.10 Inadequate combustion air: 6.11 Inadequate installation of flue: 8.1 Inadequate pressure at faucets: A PRESSURE TEST WAS MADE AND RECORDED AT 60 PSI AT THE HOMEOWNER WATER SHUTOFF. 8.13 Notable drainage slow: 8.14 Washer plumbing installed: 8.15 Dryer hookup: GAS 8.17 Dryer hookup: GAS 8.18 Dryer vented to the exterior: 8.19 Drain, waste and vent lines: 8.10 CAST IRON, DURHAM AND COPPER 8.10 Drainage sump pump and related piping: 8.10 Drainage sump pump and related piping: 8.10 Water lines: COPPER – 1" 8.10 VALVE IS LOCATED IN THE GARAGE.  8.11 VALVE IS LOCATED IN THE GARAGE.  8.12 VALVE IS LOCATED IN THE GARAGE.  8.13 VALVE IS LOCATED IN THE GARAGE.  8.14 Washer plumbing installed:  8.15 Dryer vented to the exterior:  8.16 Dryer vented to the exterior:  9.17 VALVE IS LOCATED IN THE GARAGE.  8.18 VALVE IS LOCATED IN THE GARAGE.  8.19 VALVE IS LOCATED IN THE GARAGE.		•			
6.11 Inadequate installation of flue:  6.12 Inadequate pressure at faucets: A PRESSURE TEST WAS MADE AND RECORDED AT 60 PSI AT THE HOMEOWNER WATER SHUTOFF.  6.13 Notable drainage slow: C Dryer hookup: GAS  8 THERE IS AN OLD THREE SLOT DRYER RECEPTACLE IN THE GARAGE. WIRING TO THE REAR OF THE BUILDING.  8 THERE IS AN OLD THREE SLOT DRYER RECEPTACLE MAY BE ALTERED FOR ANOTHER USE.  6.16 Dryer vented to the exterior: C Drain, waste and vent lines: C AST IRON, DURHAM AND COPPER  8 UNDERGROUND AND CONCEALED COMPONENTS ARE CONSIDERED INACCESSIBLE FOR INSPECTION. A VIDEO PIPE INSPECTION. A VIDEO		·			
6.12 Inadequate pressure at faucets: A PRESSURE TEST WAS MADE AND RECORDED AT 60 PSI AT THE HOMEOWNER WATER SHUTOFF.  6.13 Notable drainage slow: Color of the Buyler To Test For Their PERSONAL SATISFACTION. THERE ARE NO HOSE BIBBS NOTED AT THE REAR OF THE BUILDING.  6.14 Washer plumbing installed: Color of the Buyler To Test For Their PERSONAL SATISFACTION. THERE ARE NO HOSE BIBBS NOTED AT THE REAR OF THE BUILDING.  7 THERE IS AN OLD THREE SLOT DRYER RECEPTACLE IN THE GARAGE. WIRING TO THE RECEPTACLE MAY BE ALTERED FOR ANOTHER USE.  8 UNDERGROUND AND CONCEALED COMPONENTS ARE CONSIDERED INACCESSIBLE FOR INSPECTION. A VIDEO PIPE INSPECTION IS RECOMMENDED.  8 GRAVITY SYSTEM – NO SUMP INSTALLED. THE HOMEOWNER WATER SHUTOFF VALVE IS LOCATED IN THE GARAGE.		·			
A PRESSURE TEST WAS MADE AND RECORDED AT 60 PSI AT THE HOMEOWNER WATER SHUTOFF.  6.13 Notable drainage slow:  6.14 Washer plumbing installed:  Corporation of the Record of the Building.  7 There is an old three slot dryer recording to the Receptacle in the Garage. Wiring to the Receptacle may be altered for another use.  8.16 Dryer vented to the exterior:  8.17 Drain, waste and vent lines:  8.18 Cast Iron, Durham And Copper  8 Underground and Concealed Components are considered in Accessible for Inspection. A VIDEO PIPE Inspection. A VIDEO PIPE Inspection. A VIDEO PIPE Inspection is Recommended.  8 GRAVITY SYSTEM – NO SUMP Installed.  8 THE HOMEOWNER WATER SHUTOFF VALVE IS LOCATED IN THE GARAGE.	6.11	Inadequate installation of flue:			
6.14 Washer plumbing installed:  6.15 Dryer hookup: GAS  X THERE IS AN OLD THREE SLOT DRYER RECEPTACLE IN THE GARAGE. WIRING TO THE RECEPTACLE MAY BE ALTERED FOR ANOTHER USE.  6.16 Dryer vented to the exterior:  CAST IRON, DURHAM AND COPPER  CAST IRON, DURHAM AND COPPER  CAST IRON, DURHAM AND COPPER  Drainage sump pump and related piping:  X GRAVITY SYSTEM – NO SUMP INSTALLED.  THE HOMEOWNER WATER SHUTOFF VALVE IS LOCATED IN THE GARAGE.		A PRESSURE TEST WAS MADE AND RECORDED AT 60 PSI AT THE HOMEOWNER WATER SHUTOFF.			ADEQUATE TO THIS INSPECTOR, IT IS UP TO THE BUYER TO TEST FOR THEIR PERSONAL SATISFACTION. THERE ARE NO HOSE BIBBS NOTED AT
6.15 Dryer hookup: GAS  X THERE IS AN OLD THREE SLOT DRYER RECEPTACLE IN THE GARAGE. WIRING TO THE RECEPTACLE MAY BE ALTERED FOR ANOTHER USE.  6.16 Dryer vented to the exterior:  X Drain, waste and vent lines: CAST IRON, DURHAM AND COPPER  CAST IRON, DURHAM AND COPPER  INACCESSIBLE FOR INSPECTION. A VIDEO PIPE INSPECTION IS RECOMMENDED.  6.18 Drainage sump pump and related piping:  X GRAVITY SYSTEM – NO SUMP INSTALLED.  THE HOMEOWNER WATER SHUTOFF VALVE IS LOCATED IN THE GARAGE.			Х		
RECEPTACLE IN THE GARAGE. WIRING TO THE RECEPTACLE MAY BE ALTERED FOR ANOTHER USE.  6.16 Dryer vented to the exterior:  6.17 Drain, waste and vent lines: CAST IRON, DURHAM AND COPPER  CAST IRON, DURHAM AND COPPER  INACCESSIBLE FOR INSPECTION. A VIDEO PIPE INSPECTION IS RECOMMENDED.  6.18 Drainage sump pump and related piping:  X GRAVITY SYSTEM – NO SUMP INSTALLED.  THE HOMEOWNER WATER SHUTOFF VALVE IS LOCATED IN THE GARAGE.	6.14	Washer plumbing installed:		Χ	
6.17 Drain, waste and vent lines: CAST IRON, DURHAM AND COPPER  CAST IRON, DURHAM AND COPPER  INACCESSIBLE FOR INSPECTION. A VIDEO PIPE INSPECTION IS RECOMMENDED.  6.18 Drainage sump pump and related piping:  X GRAVITY SYSTEM – NO SUMP INSTALLED.  G.19 Water lines: COPPER – 1"  THE HOMEOWNER WATER SHUTOFF VALVE IS LOCATED IN THE GARAGE.		Dryer hookup: GAS			RECEPTACLE IN THE GARAGE. WIRING TO THE RECEPTACLE MAY BE ALTERED
CAST IRON, DURHAM AND COPPER INACCESSIBLE FOR INSPECTION. A VIDEO PIPE INSPECTION IS RECOMMENDED.  6.18 Drainage sump pump and related piping:  Water lines: COPPER – 1"  THE HOMEOWNER WATER SHUTOFF VALVE IS LOCATED IN THE GARAGE.	6.16	•		X	
INSTALLED.  THE HOMEOWNER WATER SHUTOFF VALVE IS LOCATED IN THE GARAGE.		CAST IRON, DURHAM AND COPPER			COMPONENTS ARE CONSIDERED INACCESSIBLE FOR INSPECTION. A VIDEO PIPE INSPECTION IS RECOMMENDED.
VALVE IS LOCATED IN THE GARAGE.	6.18	Drainage sump pump and related piping:	Х		
	6.19	Water lines: COPPER – 1"	WAT	ER SHU	VALVE IS LOCATED IN THE GARAGE.

### **RECOMMENDATIONS:**

6.00 WE RECOMMEND THE OWNER MAKE READILY AVAILABLE A WRENCH AT THE METER FOR THE PURPOSE OF AN EMERGENCY SHUTOFF AND BECOME FAMILIAR WITH THE SHUTOFF LOCATION AT THE METER.

6.17 FURTHER INSPECTION RECOMMENDED. CONTACT A PLUMBING COMPANY FOR A VIDEO INSPECTION. DURHAM PIPE CONNECTORS ARE THREADED DRAIN LINE FITTINGS WHICH CAN RUST THROUGH OR BECOME CLOGGED MORE EASILY THAN CURRENT DRAIN PIPE FITTINGS, ALTHOUGH USED EXCLUSIVELY IN THE 40's – 60's THEY ARE NOW CONSIDERED FOR REPLACEMENT AS NEEDED.

6.19 ANTI-SIPHON DEVICES ARE NOT INSTALLED AT THE HOSE BIBB TO PREVENT WATER CROSS CONTAMINATION.

### **PART 7: HEATING SYSTEM**

Furnaces have a 15 to 20 year life expectancy.

Type of furnace: FORCED AIR GAS (NO AIR CONDITIONING SYSTEM INSTALLED)

		NO	YES	COMMENT/TYPE
7.00	Furnace operational:		X	GARAGE/ 2002/ 45,000/ WESTINGHOUSE - NORDYNE  THERE ARE TWO WHITE-RODGERS PROGRAMMABLE THERMOSTATS. ONE IN THE UPPER HALLWAY AND ONE IN THE MAIN ENTRY AREA. THE FURNACE HAS A TWO ZONE SYSTEM.
7.01	Rusted / visible damage on furnace:	Χ		
7.02	Gas shutoff valve on furnace:		Х	
7.03	Improper installation of flue:	Х		
7.04	Inadequate ventilation:	Х		DO NOT STORE OBJECTS ON OR AROUND THE FURNACE WHICH COULD RESTRICT AIR MOVEMENT.
7.05	Inadequate combustion air:	Х		
7.06	Flexible gas line:		Х	
7.07	Insulated duct:		Х	
7.08	Damage noted on ducting:	Х		
7.11	Filter location:  System 1 of 1 o		X	THE FILTER IS LOCATED BELOW THE UNIT. THE FILTER COVER DOES NOT ALLOW REMOVAL OF THE FILTER IN THE CURRENT LOCATION. THE RETURN AIR GRILLE IS NOTED ON THE FIRST FLOOR.
7.12	Needs cleaning:		Χ	

### **RECOMMENDATIONS:**

7.00 A *FREE* SAFETY INSPECTION BY PG&E (**PRIOR TO CLOSE OF ESCROW**) IS ALWAYS RECOMMENDED AND SHOULD BE CONSIDERED AN INTEGRAL PART OF THIS INSPECTION. WE MAKE NO WARRANTY ON FIREBOX CRACKS. CALL PG&E (800)743-5000.

### **PART 8: FIREPLACE**

Type of fireplace: BRICK WITH PATENTED METAL FLUE

		NO	YES	COMMENT/TYPE
8.00	Wood burning:		X	
8.01	Firebox cracks – visible flue damage:	X		THERE IS A NARROW HEARTH EXTENSION AT THE FIREPLACE. THERE IS A SHARP EDGE AROUND THE HEARTH EXTENSION. A WOOD TRIM MEMBER MAY HAVE BEEN REMOVED.
8.02	Damaged or rusted out damper:	Χ		
8.03	Evidence of separation from structure:	Χ		
8.04	Chimney / mortar exterior cracks:	Χ		
8.05	Presence of a gas lighter:	Χ		
8.06	Recommend cleaning:		Х	THE FIREPLACE IS IN NEED OF CLEANING.
8.07	Spark arrestor:		X	
			l	

### **RECOMMENDATIONS:**

8.01 THE HEARTH EXTENSION SHOULD BE AT LEAST 16" (IF LESS THAN 6 SQ FT OPENING)IN DEPTH TO PROTECT THE STRUCTURE FROM SPARKS AND EMBERS WHILE THE FIREPLACE IS IN USE.

8.06 CONTACT A CHIMNEY SWEEP FOR CLEANING AND CERTIFICATION PRIOR TO USE.

### **PART 9: INTERIOR**

Buyers are advised to get full disclosures from the seller as to the condition of any hardwood floors covered by carpets.

Opinions stated concerning the windows are in regard to the general condition, as per our visual review and does not constitute an opinion or warranty as to whether the windows leak or may be subject to future leaks. This is not a water test; it is a visual inspection only. The inspector cannot determine if leaks will occur during rains, as annual window maintenance is required by the owner. Window leaks should be disclosed by the seller. The buyer is advised to get at least a one-year warranty against leaks from the seller, particularly if the interior has been freshly painted.

Type of wall and ceiling finish: SHEETROCK WITH PAINT FINISHES

Type of floor covering: HARDWOOD, TILE

Type of windows: VINYL (DOUBLE PANE), WOOD (DOUBLE PANE)

		NO	YES	COMMENT/TYPE
9.01	Cracks / damaged wall / ceilings:	Х		
9.02	Damaged / peeling paint:	Х		THERE IS A SMALL AREA OF PEELING PAINT AT THE KITCHEN PENINSULA END.
9.03	Mildew stains / discoloration:	X		
9.04	Baseboard damaged:	X		
9.05	Damaged doors:	X		
9.06	Damaged door locks / hardware:	X		
9.07	Closet doors missing or off track:	X		
9.08	Recessed lighting:		Х	SWITCHED WALL OUTLET LIGHTING IS NOTED AT THE LIVING ROOMS.
9.12	Damaged windows:		X	THERE IS DUCT TAPE OVER THE WINDOW AT THE UPPER NORTH SIDE BEDROOM EXTERIOR. THE WINDOW MIGHT BE LEAKING. THE FRONT WINDOW AT THE LIVING ROOM APPEARS TO HAVE A FAILED MOISTURE SEAL.
9.13	Window upgrades:		X	SOME OF THE DOUBLE PANE WOOD WINDOWS ARE HARD TO SLIDE. THE FRONT BEDROOM WINDOW SLIDES TO MID POINT AND THEN STICKS.

9.14	Egress compliant:		X	ONE OR MORE OF THE BEDROOMS WINDOWS IS MORE THAN 44" ABOVE THE FLOOR.
9.15	Broken window glass:	Х		
9.16	Broken window ropes or ballast bad:	Х		
9.17	Window painted shut:	Х		
9.18	Damaged floor coverings:	Х		
9.19	Smoke detectors in the bedrooms:		Х	SMOKE DETECTORS MORE THAN 5 YEARS OF AGE REQUIRE REPLACEMENT.
9.20	Carbon monoxide sensors in the hall and on each floor:		Х	

#### **RECOMMENDATIONS:**

- 9.08 INCANDESCENT RECESSED LIGHTING CANS SHOULD NOT BE IN CONTACT WITH INSULATION UNLESS APPROPRIATELY RATED AS IC (INSULATION CONTACT). THIS PROPERTY MAY HAVE LIGHTING WHICH IS IMPROPERLY IN CONTACT. CONCERNED PARTIES MAY WISH TO CONSULT WITH AN ELECTRICIAN FOR FURTHER EVALUATION.
- 9.13 RETROFIT UPGRADED WINDOWS WERE NOTED. DUE TO UNKNOWN INSTALLATION TECHNIQUE AND UNKNOWN CONDITION OF THE ORIGINAL WINDOWS WE RECOMMEND THAT THE NEW WINDOWS BE MONITORED FOR SIGNS OF LEAKS EITHER FROM INSTALLATION FAILURE OR OTHER SOURCES OF INTRUSION. NO Z BAR FLASHINGS ARE INSTALLED AT THE TOP OF THE WINDOWS.
- 9.14 WINDOWS OVER 44" FROM THE FLOOR ARE CONSIDERED TOO HIGH TO BE USED AS AN ESCAPE WINDOW.
- 9.19 CONTACT THE APPROPRIATE TRADE TO INSURE BATTERIES IN EXISTING SMOKE DETECTORS AND CARBON MONOXIDE SENSORS ARE CHECKED PRIOR TO CLOSE OF ESCROW.

IONIZING SMOKE DETECTORS HAVE BEEN FOUND TO BE LESS EFFECTIVE THAN PHOTOELECTRIC MODELS IN DETECTING SLOW SMOLDERING FIRES. WE RECOMMEND INSTALLATION OF PHOTOELECTRIC SMOKE DETECTORS AT ALL SLEEPING ROOMS AND AT THE MAJOR HALLS OF EACH FLOOR.

### **PART 10: KITCHEN**

We assume no responsibility about the condition of appliances. Refer to the seller for disclosure. Type of stove hookup:GAS

		NO	YES	COMMENT/TYPE
10.01	Appliance comments:			
10.02	Hood / fan vented to the exterior:		X	
10.03	Garbage disposal:		X	THE 90 DEGREE FITTING A THE DISPOSAL IS NOT INSTALLED VERTICALLY.
10.04	Dishwasher:		Х	
10.05	Improper drain connection:	Х		
10.06	Trash compactor:	X		
10.07	GFCI electrical outlets:		Χ	
10.08	Floor coverings damaged:	Χ		
10.09	Cabinets damaged:	X		THERE ARE NEW WOOD REPLACEMENT CABINETS.
10.10	Counter tops damaged:	Х		THERE ARE QUARTZ STONE COUNTER TOPS.
10.11	Sink:		Х	THERE IS A DOUBLE BOWL, STAINLESS STEEL, UNDER-MOUNTED SINK.
10.12	Faucet:		Х	
10.13	P-trap:		Х	
10.14	Moisture under sink:	Х		
	  FNDATIONS:		I	

### **RECOMMENDATIONS:**

ICEMAKER – AN ICEMAKER OR WATER THROUGH THE DOOR WAS NOTED AT THE REFRIGERATOR. THE BUYER SHOULD CHECK BEHIND THE REFRIGERATOR AT THE FIRST CONVENIENCE AND IF THE REFRIGERATOR IS REMOVED BY THE SELLER THE RESPONSIBLE PARTIES SHOULD PROPERLY SEAL THE LINE TO PREVENT PROPERTY DAMAGE. NONE

### **PART 11: BATHROOMS - HALL**

		NO	YES	COMMENT/TYPE
11.01	Bath tub: SHOWER OVER	Χ		
11.06	Stall shower:		X	
11.07	Wall covering: PAINT			
11.08	Faucet:			
11.09	Shower surround: TILE			
11.12	Sink:		Х	
11.13	Faucet:		X	
11.14	P-trap:	X		
11.15	Pop-up-ball missing or amiss:	X		
11.16	Moisture under sink:	Χ		
11.17	Whirlpool or special equipment:	Χ		
11.18	Toilet loose / leaks:	Х		THE TOILET IS LOW FLOW, WATER SAVING.
11.19	Floor coverings damaged:	Х		THERE ARE TILE FLOOR COVERINGS.
11.20	Electric vent fan:		Х	THE FAN COVER WAS REMOVED FROM THE DEVICE. THE FAN FAILED TO REMOVE STEAM FASTER THAN GENERATED BY THE SHOWER DURING OPERATION.
11.21	GFCI electrical outlets:		X	THE RECEPTACLE FAILED TO TEST PROPERLY AND MAY REQUIRE REPLACEMENT.

### **RECOMMENDATIONS:**

11.21 CONCERNED PARTIES ARE REFERRED TO A QUALIFIED HANDYMAN OR ELECTRICIAN TO INSTALL PROPERLY CONNECTED GFCI RECEPTACLES.

## **PART 11: BATHROOMS – MASTER**

		NO	YES	COMMENT/TYPE
11.01	Bath tub:		X	THERE IS A JACUZZI NOTED. JACUZZI JETS ARE NOT TESTED FOR LEAKS. THE BUYER IS ADVISED TO TEST THE TUB AT FINAL WALK THROUGH OR PROMPTLY UPON CLOSE OF ESCROW TO CHECK FOR ANY POSSIBLE DAMAGED OR LEAKING JACUZZI TUB PIPES.
11.02	Wall covering: PAINT			
11.03	Faucet:		X	
11.04	Drain stop missing or amiss:	Χ		
11.05	Tub surround: TILE			
11.06	Stall shower:		X	THERE IS NO LIGHT AT THE SHOWER
				STALL.
11.07	Wall covering: PAINT			
11.08	Faucet:			
11.09	Shower surround: TILE			
11.12	Sink:		Х	
11.13	Faucet:		Χ	
11.14	P-trap:		Х	
11.15	Pop-up-ball missing or amiss:	·	Х	
11.16	Moisture under sink:	Χ		
11.17	Whirlpool or special equipment:		Х	THERE IS A JACUZZI NOTED. THERE IS NO COVER PLATE ON THE ELECTRICAL RECEPTACLE BELOW THE TUB.
11.18	Toilet loose / leaks:	X		THE TOILET IS LOW FLOW, WATER SAVING.

# PROPERTY REPORT 92 ROBINSON DRIVE

SAN FRAN	CISCO,	CA 94112	2

11.19	Floor coverings damaged:	X		
11.20	Electric vent fan:		Χ	THERE IS A SKYLIGHT.
11.21	GFCI electrical outlets:		Χ	

### **RECOMMENDATIONS:**

11.17 CONTACT A QUALIFIED HANDYMAN OR ELECTRICIAN FOR REPAIR.

### **PART 12: ROOF**

Opinions stated concerning the roof are in regard to the general condition of the roof surface, as per our visual review and does not constitute an opinion or warranty as to whether the roof leaks or may be subject to future leaks. This is not water testing of the roof, skylights or light wells; it is a visual inspection only. The inspector cannot always determine if leaks and puddles will occur during rains. The seller should disclose roof leaks. The buyer is advised to get at least a one-year warranty against leaks from the seller and/or contact a roof warranty company if a certification against leaks is required.

Type of roof: LAMINATED FIBERGLASS ASPHALT SHINGLES – 35 YEAR EXPECTED LIFE MODIFIED BITUMEN WITH GRANULAR MINERAL SURFACE – 25 YEAR EXPECTED LIFE

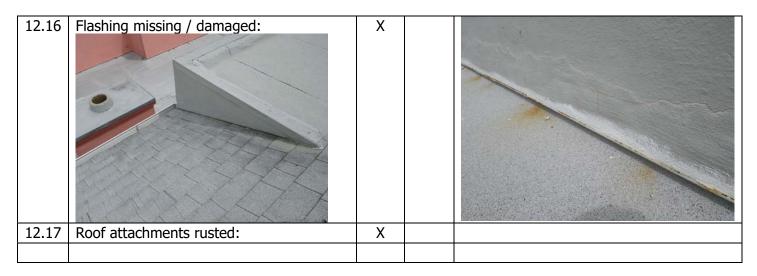
Method of inspection: WALKED ON ROOF

General condition: GOOD

Estimate age: LESS THAN 10 YEARS

		NO	YES	COMMENT/TYPE
12.01	Evidence of ceiling leaks / stains:	X		
12.02	Evidence of wall leaks / stains:	X		SOME PONDING IS NOTED AT THE ROOF COVERING AT THE REAR ROOM ADDITION.
12.03	Evidence of attic leaks / stains:	Х		NOT VISIBLE FOR INSPECTION
12.04	Evidence of skylight leaks / stains:	X		THERE ARE TWO SKYLIGHTS.

	SAN FRAN		CA 94112	<u>)</u>
12.05	Skylight glass broken:	X		
12.06	Skylight peeling putty:	Х		
12.07	Gutters missing / damaged:	Х		
12.08	Gutters need cleaning:	Χ		
12.09	Chimney / vent flashing damaged:	Х		
12.10	Patches noted:		X	
12.11	Shingle / tile missing / damaged:	Χ		
12.14	Evidence of pooling:	Х		
12.15	Rain caps damaged / missing:	Х		PENETRATIONS AND PIPE COLLARS SHOULD BE SEALED.



### **RECOMMENDATIONS:**

12.00 THE BUYER IS ADVISED TO GET WARRANTEES FROM THE SELLER. SEE NOTES ABOVE.

SKYLIGHTS ARE OFTEN A SOURCE OF LEAKS. WHILE NO LEAKS OR STAINING WAS NOTED AT THE TIME OF THE INSPECTION THE OWNER SHOULD PERIODICALLY MONITOR THESE AREAS DURING RAINS.

12.02 REPAIRS SHOULD BE CONSIDERED AT THE REAR BEDROOM WINDOW AGAINST LEAKS.



## Discount Package \$600.00 (Termite & Contractor/Home)

\*The above quoted rate is good for single family residences under 1600 square feet

### Inspection Price List

	Pest Inspection	Property Inspection	Combination Inspection
Single Family Home	\$275	\$450	<b>\$600</b>
Townhouse	\$250	\$400	\$500
Condominium	\$150	\$300	\$350

\*Additional fees for homes with large crawl spaces
\*All quoted rates are good only if paid for at the time of the inspection
\*Additional fees for escrow billings

### PREVENTION INSPECTION SERVICES



415 370 9961 CELL/DIRECT 800 915 0227 OFFICE bret@preventioninspection.com BRET HUSTED #11737

LIC# PR6226 Termite Operator 10+Years LIC#551626 General Contractor 25+Years



### WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

		ING I ESTS AND ORGANISM	22 22 (22 22 22 22 22 22 22 22 22 22 22	1,1121 011	<b>#:</b> 201700110
BUILDING NO.	STREET	CITY	ZIP	Date of Inspection	NUMBER OF PAGES
92	ROBINSON DRIVE	SAN FRANCISCO	94112	04/23/2017	1 of 7
		RVICES, INC.			
Ordered by:		Property Owner and/or Party of Interest	Report sent	to:	
SAMMY HASTING					
RENOVATION DE					
5172 3RD STREE SAN FRANCISCO					
PH.# 415-871-667	•				
PH.# 415-071-007	/ I				
COMPLETE RE	EPORT X LIMITED REF	PORT SUPPLEMENTAL RE	PORT R	EINSPECTION RE	PORT
GENERAL DESCRIF	PTION:		'	tion Tag Posted:	
		idence. It has an attached garage. It wa		<u> </u>	
vacant at the tir	ne of inspection.		Other	Tags Posted:	
		on the diagram in accordance with the the S not on the diagram were not inspected.	tructural Pest Control	Act. Detached porc	ches, detached
Subterranean T		mites Fungus/Dryrot X es that there were visible problems in access	Other Findings [		Inspection X checked items
Key: 1 = Substructi	ure 2 = Stall Shower 3 = Foundation	on 4 = Porches 5 = Vents 6 = Abutments	7 = Attic 8 = Garage	9 = Patio 10 = Inte	erior 11 = Exterior

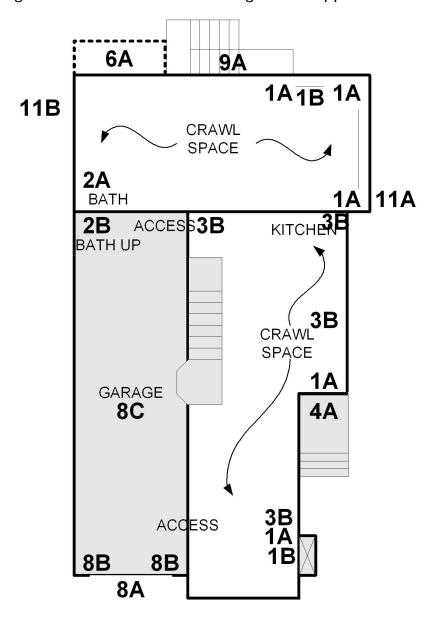
Please see second page for diagram.

Inspected By	BRET HUSTED	License No.	OPR 11737	Signature	

You are entitled to obtain copies of all reports and completion notices on this property report to the Structural Pest Control Board during the proceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, Calfornia 95815-3831.

BUILDING NO.	STREET	CITY	ZIP	Date of Inspection	NUMBER OF PAGES
92	ROBINSON DRIVE	SAN FRANCISCO	94112	04/23/2017	2 of 7

NOTE: Diagram is not to scale and findings are in approximate locations.



### **Front of Structure**

### **Diagram of Area Inspected:**

An inspection has been made of the structure(s) 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.

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### NOTES, CAUTIONS AND DISCLAIMERS AREA

The pest control industry recognizes a structure to have certain areas both inaccessible and not inspected. These areas include but are not limited to: Inaccessible and\or insulated attics or portions thereof, attics with less than 18" clear crawl space, the interior of hollow walls; the crawl space underneath a deck less than 12"; covered ceilings; spaces between a floor or porch deck and the ceiling below; areas where there is no access without defacing or tearing lumber, masonry, or finished work; areas underneath, behind or below appliances or beneath floor coverings or furnishings or storage, locked areas, and areas requiring an extension ladder; areas where encumbrances, storage, conditions, or locks make inspection impractical; and areas or timbers around eaves that would require use of an extension ladder.

Slab floor construction has become more prevalent in recent years. Floor covering may conceal cracks in the slab that will allow infestations to enter. Infestations may be concealed by plaster, sheetrock or other wall coverings so that a diligent inspection may not uncover the true condition. The roof was not inspected due to lack of accessibility, qualification and licensing. These areas are not practical to inspect because of health hazards, damage, obstruction or inconvenience and unless specified or described in this wood destroying pests and organisms inspection report. This company shall exercise due care during inspections and treatments but assumes no liability for any damage to tiles, slates, shingles or other roofing materials, including patio covers, aluminum awnings, solar heating, plants, shrubbery or paint during any type of treatment.

In the performance of corrective measures, it may be necessary to drill into concealed areas and/or to cut or remove plants. The termite exterminator will not be liable for plumbing, heating, electrical, gas lines and equipment in or under a slab, nor to plants which may be damaged during treatments and/or repairs.

#### Guarantee policy:

This guarantee excludes structures with sub slab heating\air conditioning systems, plenum construction with air conditioning and heating duct in use, a well or cistern within fifty feet and areas that are inaccessible for treatment. Additional exclusions include structures with damage to or from excessive moisture, inadequate construction, areas of inaccessibility, deteriorating materials, masonry failure, grade alteration, pipes and conduits beneath concrete slab, furnishings or contents, etc. No guarantee will be issued for any work that is a secondary recommendation or work completed by others. Guaranteed for thirty days are any plumbing, grouting, caulking and resetting of commodes, sinks or enclosures. All other work performed by this company shall be guaranteed for the duration of one year.

This wood destroying pests and organisms inspection report does not include work which requires contact with materials containing asbestos. Termite inspectors have no expertise or license in asbestos analysis. Asbestos is a natural occurring mineral fiber used extensively in construction prior to 1978. The owner, employee or contractor must determine the asbestos status prior to the commencement of work on a project. Occupants and employees must be protected from asbestos fiber release. Should asbestos be observed during any construction or demolition, work must stop. The owner shall obtain the services of an asbestos abatement contractor to evaluate the situation, provide the necessary services and certify the area safe before work may resume. Asbestos statement ref: Ab2040, sb2572 and general industry safety order number 5208.

The purpose of this report is to document findings and recommendations which pertain to the absence or presence of wood destroying organisms and or conducive condition[s] at the time of inspection. This report should be read carefully and is not to be confused with a home maintenance survey. The client's cooperation and compliance to correct and or complete the recommendations documented in this report are obligatory. Without a mutual effort this company can not assure effective or satisfactory results.

This company is not responsible for damage found during the course of repairs nor damage in areas that were inaccessible at the time of inspection. Any contractor or other persons who may perform work related to this report must assume full responsibility for any additional work.

The owner of this structure has certain obligations regarding maintenance and pertaining to the deterrence of wood destroying organisms. Maintenance procedures include; but are not limited to: Reasonable cleaning, upkeep of roofs, gutters and downspouts; painting and sealing of exposed surfaces; caulking about doors and windows or grouting about commodes, tub and shower enclosures; storing materials one foot away the structure's foundations; providing adequate ventilation, maintaining proper drainage away from structure (including sprinkler systems); keeping soil levels below the top of foundations and prohibiting earth contact with wood components of the structure(s).

Foundations are inspected for grade level conditions only. Other inspections of the foundation are beyond the scope and licensing of a Structural Pest Control Inspection.

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THE ROOF COVERING 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.

The Structural Pest Control Board encourages competitive business practices among registered companies. Reports on this structure prepared by various registered companies should list the same findings (ie. Termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. Therefore, you may wish to seek a second opinion since there may be alternative methods of correcting the findings listed on this report that may be less costly.

SECTIONED REPORTING: This is a separated report which is defined as section 1 or section 2 conditions evident on the date of this inspection. Section 1 contains items where there is evidence of active infestation, infection or conditions that have resulted in or from infestation or infection on the date of inspection. Section 2 items are conditions deemed likely to lead to infestation or infection but where no visible evidence of such was found on the inspection date. 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 1 or Section 2.

### 1. SUBSTRUCTURE AREA

ITEM NO. 1A (Section 1)

FINDING AND **RECOMMENDATION: 1A** 

(Cost \$ 4350.00)

FUNGUS/DRYROT DAMAGE noted at the indicated floor and wall framing in the subarea.

REMOVE AND REPLACE the damaged wood with new materials. Painting/staining is not included. If

damage extends into inaccessible areas a supplemental report will be issued.

ITEM NO. 1B (Section 1)

FINDING AND

**RECOMMENDATION: 1B** 

(Cost \$ 925.00)

Evidence of SUBTERRANEAN TERMITES were noted emerging in the subarea. Probing accessible wood members did not reveal sufficient structural damage to warrant structural repairs, except if detailed in other areas. The evidence extends above the floor line and may indicate concealed damage in areas which are inaccessible for visual inspection.

Chemically treat the entire subarea crawlspace with a state registered chemical for control of subterranean termites. Chemical = TERMIDOR or ALTRISET

### 2. STALL SHOWER AREA

ITEM NO. 2A (Section Not Determined)

FINDING AND

**RECOMMENDATION: 2A** 

We made a standard water test of the master bath stall shower and no leaks were found at this time. We make no warrantee or certification regarding future watertightness of the shower.

FURTHER INSPECTION: The buyer is advised to get full disclosure and warranty from the seller as to the current condition.

ITEM NO. 2B

NOTE:

The standard water test was not made to the upper level shower because of a finished floor beneath. There was no staining noted on the ceiling beneath the shower. The owner is responsible for maintaining the watertightness of the shower to prevent any future damage. We make no warrantee regarding future watertightness of shower.

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### 3. FOUNDATION AREA

ITEM NO. 3A

NOTE: The EXTERIOR STUCCO IS EMBEDDED in the SOIL/CONCRETE making the exterior of the FOUNDATION

INACCESSIBLE for inspection. This condition traps moisture and can be a SUBTERRANEAN TERMITE point of entry. HIDDEN INFESTATION OR DAMAGE POSSIBLY EXISTS. There is NO TARGET number on the

diagram.

ITEM NO. 3B (Section 2)

FINDING AND **RECOMMENDATION: 3B**  The foundation is cracked as indicated by 3B on the diagram. This condition is considered as conducive to

termite infestation and rust damage to rebar inside the concrete.

We recommend chemically treating the cracks with TERMIDOR to prevent termite infestation and sealing the (Cost \$ 475.00)

cracks with two part epoxy under high pressure.

### 4. PORCHES AND STEPS AREA

ITEM NO. 4A (Section 2)

FINDING AND **RECOMMENDATION: 4A**  The front entry stairs are of terrazzo construction. These stairs are prone to leaks and require periodical sealing and waterproofing. Evidence of seasonal leaks are noted below the stairs and maintenance is advised.

Contact appropriate trades to seal the stairs and to caulk all joints with a good quality polyurethane sealant to

prevent damage at concealed framing supports below.

We recommend PERIODICAL INSPECTION.

### 6. ABUTMENT AREA

ITEM NO. 6A (Section 2)

FINDING AND

**RECOMMENDATION: 6A** 

Un-vented stucco has concealed cantilevered members and framing behind making this area inaccessible for

inspection.

Install a line vent to allow further inspection and proper ventilation of these concealed members. Contact us

for bids if this is desired.

#### 8. GARAGE AREA

ITEM NO. 8A (Section 1)

FINDING AND

**RECOMMENDATION: 8A** 

Exterior detachable garage wood sectional door is rot damaged.

Concerned parties should contact the appropriate trade to make repairs or install a new door. No price quote

is submitted with this report.

ITEM NO. 8B (Section 1)

FINDING AND

**RECOMMENDATION: 8B** 

Bases of indicated door jambs are embedded in concrete and/or damaged.

Cut off the bases and remove any damaged wood. Fill the void with masonry if required. If damage extends (Cost \$ 120.00)

into inaccessible areas, a supplemental report with bids will be provided. Painting is not included.

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ITEM NO. 8C

NOTE: The garage walls in the area indicated on the diagram have been sheetrocked or covered with other misc.

materials. This condition made areas normally inspected impractical to inspect. No outward signs of infection

or infestation was noted other than detailed in this report but hidden damage may exist.

9. DECKS AND PATIOS AREA

ITEM NO. 9A (Information Only)

NOTE: The rear deck is bolted directly to the exterior wall without a well flashed waterproofing detail. Moisture

intrusion to areas behind the waterproofing is possible. The owner is advised to monitor these areas for

evidence of intrusion or damage.

10. INTERIOR AREA

ITEM NO. 10A (Information Only)

NOTE: Retrofit or upgraded windows were noted at the property. The method of waterproofing the windows and the

original conditions of the framing around the windows is not visible for inspection. While no damage was noted unless otherwise noted in the report hidden damage may exist. The owner should make periodical inspections

of all window frames and window surround for signs of moisture penetration.

11. EXTERIOR AREA

ITEM NO. 11A (Section 1)

FINDING AND FUNGUS/DRYROT DAMAGE noted at the indicated exterior siding.

RECOMMENDATION: 11A

REMOVE AND REPLACE the damaged wood with new materials. Painting/staining is not included. If

(Cost \$ 425.00) damage extends into inaccessible areas a supplemental report will be issued.

ITEM NO. 11B (Section 2)

FINDING AND Cracked stucco noted at the indicated area. Cracked stucco is conducive to FUNGUS infection.

RECOMMENDATION: 11B

Owner or agents to seal and keep well sealed and painted, and to make periodic inspection.

ITEM NO. 11C (Section 2)

FINDING AND PEELING PAINT was noted throughout sections of the exterior siding and window ledges. This condition is conducive to fungus infection. Probing wood members did not reveal sufficient damage to warrant structural

repairs, unless noted in other findings. There is NO TARGET on the diagram.

Contact a licensed painter to paint the exterior. No bids are provided for exterior painting.

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### **COMMENTS AND OTHER INFORMATION AREA**

CALIFORNIA 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 risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within twenty-four hours following application you experience symptoms similar to common seasonal illness comparable to the flu, nausea, or other atypical physical condition contact you physician or poison control center at: [(415) 428-3240] Alameda [(415) 666-2845] San Francisco and your pest control operator immediately.

For additional information contact any of the following: Prevention Inspection Services 800 915 0227: for Health questions-- the County Health Department; for application information the County Agricultural Commissioner and for regulatory information-- the Structural Pest Control Board, [(916) 561 8700], 2005 Evergreen St., Suite 1500, Sacramento, CA 95815-3831

If we have recommended the use of a fungicide we will use:

- \* copper napthenate (a/i) copper napthenate: 20% inert ingredients: 80% or at interiors
- \* Timbor (a/i) Disodiun octoborate tetrahyrate at 15% solution

If we have recommended the treatment of subterranean termites we will use:

\* Termidor SC - (a/i) Fipronill 5 amino - 1- (2.6dichloro-4 (trifluoromethyl)phenyl) - 4 ((1,R,S)-(trifluoromethyl)sulfinyl)-1-H-pyrazole-3-carbonitrile at a rate of .09% in solution

If we have recommended the treatment of wood boring beetles we will use:

\* Timbor - (a/i) Disodium octoborate tetrahydroxide

For further information contact any of the following:

	County	Co.		son
City	Health Departments:	Agricultural Commsr.:	Control	Center:
San Francisco -	(415) 554-2500	(415) 469-63		(415) 476-6600
San Mateo - Santa Clara -	(415) 573-2222 (408) 299-5858	(415) 363-47 (408) 299-27		(415) 476-6600 (408) 299-5112
Contra Costa -	(510) 646-4416	(510) 646-52	250	(510) 646-6600
Alameda -	(510) 522-0889	(510) 670-52	<b>23</b> 2	(800) 523-2222

NOTICE: The charge for service that this company subcontracts to another registered company may include the companies charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept Prevention Inspection Service's bid or you may contract directly with another registered company to perform the licensed work. If you chose to contract directly with another registered company, Prevention Inspection Services 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.

Performance of work outlined in this report may require a building permit. The costs of such permits will be added to the amounts listed in the work authorization for itemized repairs. Issuance of a preliminary notice shall also be furnished within 20 days of the issuance of the work authorization per state requirements and mechanics lien laws.

The consumer may contract with other contractors/ individuals for any work listed in the report at no detriment. This firm shall not be responsible for work performed by others and supplemental inspections should be made through the course of work performed by others before areas are covered or made otherwise inaccessible.

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### PREVENTION INSPECTION SERVICES, INC.

(415)370 9961 FAX (650) 745 0744 1748 SWEETWOOD DR DALY CITY, CA. 94015 INVOICE

Invoice Number: 201700110

Invoice Date:

04/23/2017

Bill To:

SAMMY HASTINGS

RENOVATION DESIGN REALTY

5172 3RD STREET

SAN FRANCISCO, CA 94124

PH.# 415-871-6671

Address of Property Inspected:

92 ROBINSON DRIVE

SAN FRANCISCO, CA 94112

Invoice Description:

Date of Inspection: 04/23/2017

Termite Inspection Report Fee: \$ 600.00 (Termite work not included.)

Payments: \$ 0.00 Date: N/A

**TOTAL DUE: \$** 600.00

#### 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 to 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.

### **Work Authorization**

### PREVENTION INSPECTION SERVICES, INC.

BUILDIN	G NO.	STREET	CITY	ZIP	COUNTY CODE	DATE OF INSPECTION
	92	ROBINSON DRIVE	SAN FRANCISCO	94112	41	04/23/2017

	Section	1	
1A	=	4350.00	P
1B	=	925.00	P
8A	= Appropriate	trades	
8B	=	120.00	P
11A	_	425.00	Р

Section 1 Totals

Total using primary recs \$ 5820.00

 Section 2

 3B
 =
 475.00 ₱

 Section 2 Totals

 Total using primary recs
 \$ 475.00

(w6b 9-25-08)	Cost of all Primary Recommendations \$	6295.00	NOTE: Damage found in Inaccessible Areas may require a Supplemental report and/or Work Authorization, or may require amendments to this Work Authorization.

- 1. If FURTHER INSPECTION is recommended, if additional work is required by any government agency, or if additional damage is discovered while performing the repairs, this company reserves the right to increase prices.
- 2. Prevention Inspection Services reserves the right to make further inspection before accepting work.
- 3. This company will use due caution and diligence in their operations but assume no responsibility for matching existing colors and styles, or for incidental damage to roof coverings, Tv. Antennaes, solar panels, rain gutters, plant life, or paint.
- 4. This report is limited to the accessible areas shown on the diagram. Please refer to the report for the areas not inspected.
- 5. If this contract is to be paid our of escrow impound the buyers and sellers agree to provide this company with all escrow billing information required to collect the amount due. The persons signing this contract are responsible for payment, and if the escrow does not close within 30 days after the date of completion of the work agree to pay in full the amount specified in this work authorization agreement.
- 6. If this agreement includes a charge for opening an area for FURTHER INSPECTION, it is for opening the area only and does not include making additional repairs, if needed, nor does it include replacing removed or damaged floor coverings, wall coverings, or painted exposed surfaces unless specifically stated.

#### 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 to 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.

Authorized to perform items:		Cost of work authorized: \$
OWNER or OWNER'S AGENT:	DATE:	PREVENTION INSPECTION SERVICES, INC. ESCROW:



## **Square Footage and Acreage Advisory**

Subje	ct Property:	92 Robinson	n Dr, San Francisco	o, CA	
	• Squai • Squai	re Feet; re Feet;	• Acres; Sourc	erty has approximately ce: County Records ce:	
R			(s), Buyer is advise		
1.				ts cannot verify the accurac e or will verify these numbe	
2.	Different sou	ırces may sho	ow different squar	e footages or acreage for a p	property.
3.	Public record	ds may be, an	d often are, inaccu	ırate.	
4.	Different app	oraisers may,	and often do, repo	ort different square footage	numbers.
5.	the above nu	mbers, or pro	-	r square foot, or cost per act om any other source, are ba ently verified.	
6.	way to accur	ately determi		ly determine boundary line oundary lines is to have sur or engineer.	
decisi Buyer	on to purchase	the Property pendently co	v, or in determining Induct Buyer's own	n important consideration i g what price to pay for the I n investigation through app	Property,
Receij	ot of this Advis	ory is acknow	vledged:		
Buyer	:			Date:	
Buyer	::			Date:	



### WIRE FRAUD ADVISORY

(C.A.R. Form WFA, 6/16)

Property Address: <u>92 Robinson Dr, San Francisco, CA 94112</u> ("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	DocuSigned by:	Date	
Seller	Harrison Kui	Date	3/11/2017
Seller	5B8D1BA0876A43A	Date	

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



WFA 6/16 (PAGE 1 OF 1)

DocuSign Envelope ID: 2605E092-D7D1-4DAF-BBF7-8137C1F879D7 Residential Property Disclosure Reports

# Map of Statutory Natural Hazards For SAN FRANCISCO County

Property Address: 92 ROBINSON DR

disclosures.com

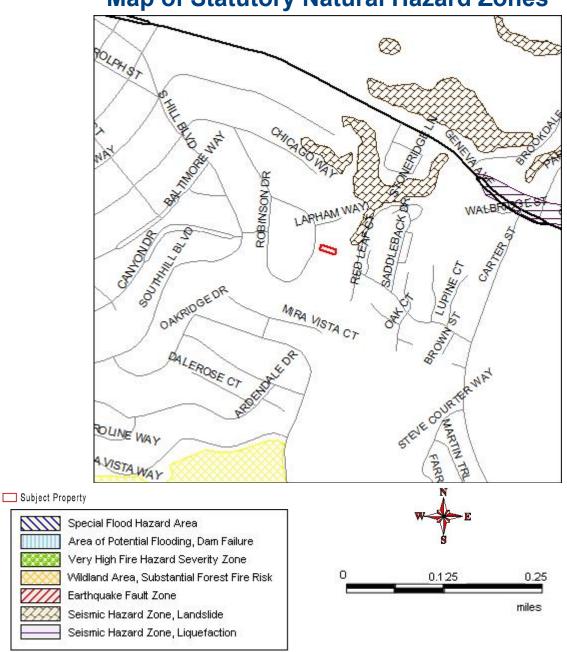
SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

**APN:** 6432-016

**Report Date:** 03/08/2017 **Report Number:** 2059618

## **Map of Statutory Natural Hazard Zones**



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

DocuSign Envelope ID: 2605E092-D7D1-4DAF-BBF7-8137C1F879D7

JUF-LUG Residential Property Disclosure Reports



## Map of Environmental Hazard Sites For SAN FRANCISCO County

Property Address: 92 ROBINSON DR

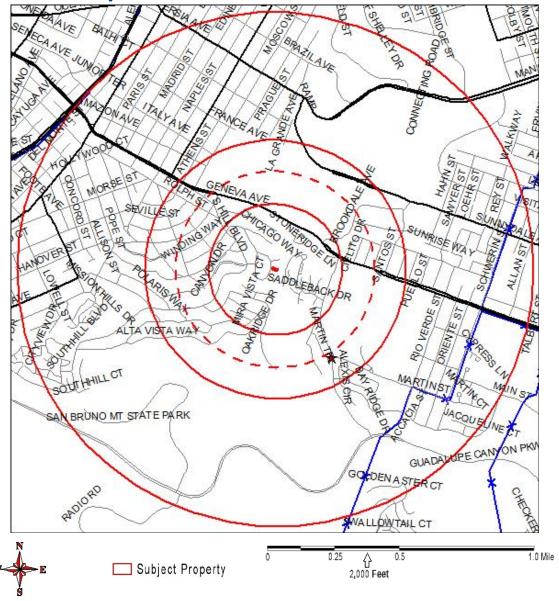
SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

**APN**: 6432-016

**Report Date:** 03/08/2017 **Report Number:** 2059618

### **Map of Environmental Hazard Sites**



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

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

DocuSign Envelope ID: 2605E092-D7D1-4DAF-BBF7-8137C1F879D7

JUF-LUG Residential Property Disclosure Reports



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

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

Report Date: 03/08/2017

Report Number: 2059618

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

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

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

A 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.  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.  A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. Additionally, it is not the state's responsibility to growther fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.  Yes	A SPECIAL FL	OOD HAZAR No <u>X</u>	<b>D AREA</b> (Any type Zone "A" or '	, ,	e Federal Emergency Management Agency Il jurisdiction	
maintenance requirements of Section 51182 of the Government Code.  Yes No X						
owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.  Yes No _X	maintenance re	quirements of			or 51179 of the Government Code. The owner of this Prop	perty is subject to the
A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.  Yes (Landslide Zone) Yes (Liquefaction Zone) No. X Map not yet released by state	owner of this P provide fire pro cooperative agr	Property is substaction service reement with a	pject to the maintenance require es to any building or structure	ements of Section 42 located within the w	291 of the Public Resources Code. Additionally, it is not the s rildlands unless the Department of Forestry and Fire Protecti	state's responsibility to
Yes (Liquefaction Zone)  No X  Map not yet released by state  THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER AD 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 PROPERTY.  Date  3/11/2017  Signature of Agent  Date  Signature of Agent  Date  Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).  Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:  Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS DIVISION. Date 08 March 2017.  Transfereer 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.			CONE pursuant to Section 2622	of the Public Resourc	es Code.	
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 PROPERTY.    OBTAIN PROPERTY   WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROPERTY.    OBTAIN PROPERTY   WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROPERTY.    OBTAIN PROPERTY   WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROPERTY.    OBTAIN PROPERTY   WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROPERTY.    OBTAIN PROPERTY   WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROPERTY.    OBTAIN PROPERTY   WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROPERTY.    OBTAIN PROPERTY   WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROPERTY.    OBTAIN PROPERTY   WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROPERTY.    OBTAIN PROPERTY   WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEROR(S) BASISTANCE AFTER A NATURAL HAZARD STANDARD PROPERTY.    OBTAIN PROPERTY   WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEROR(S) BASISTANCE AS AND OTHER HAZARD STANDARD PROPERTY.    OBTAIN PROPERTY   WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEROR(S) BASIST. THEY ARE NOT DEFINITIVE.    OBTAIN PROPERTY   WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEROR(S) BASISTANCE AS AND OTHER HAZARD BY A NATURAL DISASTER. TRANSFEROR(S) BASISTANCE AS AND OTHER HAZARD BY A NATURAL DISASTER. TRANSFEROR(S) BASISTANCE AS AND OTHER HAZARD BY A NATURAL DISASTER.    OBTAIN PROPERTY   WILL BE AFFECTED BY A NATURAL DISASTER. TRA			•	Public Resources Co	ode.	
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FOA8A64B10C14F1  Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).  Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:  Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS DIVISION.  Date 08 March 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.	5B87 BA087	aPWsferor(s) 76A43A	A-	3/11/2017		Date
1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:  Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS DIVISION. Date 08 March 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.	Transferor(s	and their ag	ent(s) represent that the information		ů ů	
Date <u>08 March 2017</u> 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.	1103.7, and disclosure p information	that the reprovider as a scontained in t	esentations made in this Natur substituted disclosure pursuant his statement and Report or (2)	ral Hazard Disclosure to Civil Code Section	e Statement are based upon information provided by the independent of 1103.4. Neither transferor(s) nor their agent(s) (1) has independent of the state of the st	ependent third-party endently verified the
Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.			er(s) <u>FIRST AMERICAN PROF</u>	ESSIONAL REAL ES	TATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS	<u>S DIVISION</u> .
Signature of Transferee(s)  Date  Signature of Transferee(s)  Date						in this Natural Hazard
	Signature of Tra	ansferee(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,
- 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 <a href="http://www.disclosures.com/">http://www.disclosures.com/</a>.

DocuSign Envelope ID: 2605E092-D7D1-4DAF-BBF7-8137C1F879D7 Residential Property Disclosure Reports

# Contents For SAN FRANCISCO County

Property Address: 92 ROBINSON DR

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

**APN:** 6432-016 **Report Date:** 03/08/2017 **Report Number:** 2059618

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# **Summary of Disclosure Determinations For SAN FRANCISCO County**

Property Address: 92 ROBINSON DR

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

**APN:** 6432-016

**Report Date:** 03/08/2017 **Report Number:** 2059618

#### PROPERTY DISCLOSURE SUMMARY - READ FULL REPORT

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

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

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

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.	<u>22</u>
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.	<u>23</u>
Methamphetamine Contamination	Provides an advisory that a disclosure may be required pursuant to the "Methamphetamine Contaminated Property Cleanup Act of 2005".	<u>24</u>
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.	<u>25</u>
Radon	Provides an advisory on the risk associated with Radon gas concentrations.	<u>26</u>



# Summary of Disclosure Determinations For SAN FRANCISCO County

Property Address: 92 ROBINSON DR

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

APN: 6432-016 Report Date: 03/08/2017 Report Number: 2059618

General Advisories	Description	NHD Report page:
Endangered Species	Provides an advisory on resources to educate the public on locales of endangered or threatened species.	<u>26</u>
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.	<u>27</u>
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.	<u>27</u>
Tsunami Map Advisory	Provides an advisory about maximum tsunami inundation maps issued for jurisdictional emergency planning.	<u>28</u>
Residential Fireplace Disclosure	Provides disclosure of restrictions on the use of wood-burning fireplaces imposed by the Bay Area Air Quality Management District.	<u>29</u>

Property Tax Determinations	IS	IS NOT	Property is:	Tax Report page:
Mello-Roos Districts	X		SUBJECT TO one or more Mello-Roos Community Facilities Districts.	<u>31</u>
1915 Bond Act Districts		X	NOT SUBJECT TO a 1915 Bond Act District.	<u>31</u>
Other Direct Assessments	X		SUBJECT TO one or more other direct assessments.	<u>33</u>
SRA Fire Prevention Fee		Х	NOT SUBJECT TO the State Responsibility Area Fire Prevention Fee (see State-level SRA Zone Disclosure).	<u>38</u>

Environmental Screening	IS	IS NOT	Property is:	Environmental Report page:
Leaking Underground Storage Tanks		X	NOT WITHIN one-quarter mile of a known leaking underground storage tank.	<u>45</u>
Superfund or RCRA Corrective Action Site		X	NOT WITHIN one mile of a Superfund or RCRA Corrective Action site.	<u>44</u>
Other sites in databases screened	X		WITHIN one-half mile of sites other than those above that are listed in the databases searched.	<u>44</u>
Oil and Gas Wells		X	NOT WITHIN one-quarter mile of a mapped oil or gas well(s).	<u>42</u>
Underground Transmission Pipelines		X	NOT WITHIN 2,000 feet of a gas transmission or hazardous liquid pipeline(s) depicted in the National Pipeline Mapping System.	<u>43</u>

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 FRANCISCO County

Property Address: 92 ROBINSON DR

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

**APN**: 6432-016

**Report Date:** 03/08/2017 **Report Number:** 2059618

### **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

<u>DISCUSSION:</u> 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 <a href="http://msc.fema.gov">http://msc.fema.gov</a> for additional information.

For more information about flood zones, visit:

http://www.floodsmart.gov/floodsmart/pages/flooding\_flood\_risks/defining\_flood\_risks.jsp

<u>PUBLIC RECORD</u>: 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)

<u>DISCUSSION:</u> 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.

<u>PUBLIC RECORD:</u> 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.



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

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

Report Date: 03/08/2017

Report Number: 2059618

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

<u>DISCUSSION:</u> 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.

<u>PUBLIC RECORD</u>: 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)**

<u>DISCUSSION:</u> 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.

<u>PUBLIC RECORD:</u> 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.



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

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

Report Date: 03/08/2017

Report Number: 2059618

#### **EARTHQUAKE FAULT ZONE**

<u>DISCUSSION:</u> 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.

<u>PUBLIC RECORD:</u> 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

<u>DISCUSSION:</u> 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.

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

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



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

#### HAZARD MAPS IN THE LOCAL GENERAL PLAN

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

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

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

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

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

#### **REPORTING STANDARDS**

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

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

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

#### PROPERTY USE AND PERMITTING

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



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

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

#### **GROUND SHAKING**

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

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

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

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



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

#### TSUNAMI

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

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

#### **OTHER HAZARDS**

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

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

#### **FLOOD**

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

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

#### **DAM INUNDATION**

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

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

#### **SEA LEVEL RISE**

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

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

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

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

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

END OF LOCAL AREA DISCLOSURES AND DISCUSSIONS SECTION



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### Part 3. Additional Property Specific Disclosures

#### FORMER MILITARY ORDNANCE SITE DISCLOSURE

<u>DISCUSSION:</u> 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.

<u>PUBLIC RECORD</u>: 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

<u>DISCUSSION:</u> 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.

<u>PUBLIC RECORD:</u> 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:**

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.

<u>PUBLIC RECORD</u>: 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

<u>DISCUSSION:</u> 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.

<u>PUBLIC RECORD</u>: 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

<u>DISCUSSION:</u> 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

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.

<u>PUBLIC RECORDS:</u> 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").

<u>REPORTING STANDARD:</u> "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**

<u>DISCUSSION:</u> 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: <a href="http://www.energy.ca.gov/title24/2013standards/residential\_manual.html">http://www.energy.ca.gov/title24/2013standards/residential\_manual.html</a> (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.)



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

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

Report Date: 03/08/2017

Report Number: 2059618

#### STATEWIDE RIGHT TO FARM DISCLOSURE

#### **DISCUSSION:**

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

<u>PUBLIC RECORD</u>: 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.



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

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

Report Date: 03/08/2017

Report Number: 2059618

#### 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.

<u>DISCUSSION:</u> 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 information please visit OMR's Mines OnLine Maps"). For more 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.



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

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

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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. 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.

<u>DISCUSSION:</u> 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

#### **Local Information Locations For The Property:**

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

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

San Francisco County Sheriff Department(415) 554-7225San Francisco Police Department(415) 553-9203

#### **Explanation and How to Obtain Information**

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



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

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

Report Date: 03/08/2017

Report Number: 2059618

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

<u>DISCUSSION:</u> 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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Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112 Report Date: 03/08/2017 ("Property") Report Number: 2059618

#### METHAMPHETAMINE CONTAMINATED PROPERTY DISCLOSURE ADVISORY

<u>DISCUSSION:</u> 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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("Property")

**APN**: 6432-016

**Report Date:** 03/08/2017 **Report Number:** 2059618

#### **MOLD ADVISORY**

<u>DISCUSSION:</u> 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 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.



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

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

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#### RADON ADVISORY

<u>DISCUSSION:</u> 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 <a href="http://energy.lbl.gov/ie/high-radon/USgm.htm">http://energy.lbl.gov/ie/high-radon/USgm.htm</a>). 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 <a href="http://www.stat.columbia.edu/~radon//">http://www.stat.columbia.edu/~radon//</a>).

**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**

<u>DISCUSSION</u>: 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.

<u>ADVISORY:</u> 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/



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

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#### ABANDONED MINES ADVISORY

<u>DISCUSSION:</u> 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: <a href="http://www.conservation.ca.gov/OMR">http://www.conservation.ca.gov/OMR</a>), 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

#### **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 <a href="http://www.consrv.ca.gov/dog">http://www.consrv.ca.gov/dog</a>.



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

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

Report Date: 03/08/2017

Report Number: 2059618

#### TSUNAMI MAP ADVISORY

<u>DISCUSSION:</u> 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

National Oceanic and Atmospheric Agency Center for Tsunami Research (MOST model):

http://nctr.pmel.noaa.gov/time/background/models.html

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#### RESIDENTIAL FIREPLACE DISCLOSURE

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

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

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



# Property Tax Disclosure Report For SAN FRANCISCO County

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

Report Date: 03/08/2017

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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.	X		SUBJECT TO one or more Mello-Roos Community Facilities Districts.	<u>31</u>
В.		x	NOT SUBJECT TO a 1915 Bond Act District.	<u>31</u>
C.	X		SUBJECT TO one or more other direct assessments.	<u>33</u>
D.		X	NOT SUBJECT TO the State Responsibility Area Fire Prevention Fee (see State-level SRA Zone Disclosure).	<u>38</u>

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.



# Property Tax Disclosure Report For SAN FRANCISCO County

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

Report Date: 03/08/2017

Report Number: 2059618

#### Part 2. NOTICE OF SPECIAL TAX/ASSESSMENT

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

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

#### A. Mello-Roos Community Facilities Districts

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

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

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

AGENCY	IMPROVEMENTS AND/OR FACILITIES	START DATE / MATURITY DATE	CURRENT TAX LEVY	CURRENT YEAR MAXIMUM TAX LEVY
SAN FRANCISCO USD CFD 90-1	SEISMIC UPGRADING AND RELATED IMPROVEMENTS OF SCHOOL FACILITIES. REHABILITATION, REPLACEMENT OR IMPROVEMENT OF FIRE AND LIFE-SAFETY BUILDING SYSTEMS AND RELATED IMPROVEMENTS.	1990/1991 2030/2031	\$36.06	\$36.06 PER SFR
MAX. TAX ESCALATOR	CONTACT	PHONE NUMBER	ACCELERAT	ED FORECLOSURE
CPI, BUT NO MORE THAN 2%	SAN FRANCISCO USD	(415) 241-6480		NO

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

Database Date: 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.



# Property Tax Disclosure Report For SAN FRANCISCO County

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

Report Date: 03/08/2017

Report Number: 2059618

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 FRANCISCO County

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

Report Date: 03/08/2017

Report Number: 2059618

### 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 FRANCISCO 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:
 \$603,625.00

 1st Installment Due 11/01/2016
 \$3,735.00

 2nd Installment Due 02/01/2017
 \$3,734.99

 Total Annual Tax Liability
 \$7,469.99

#### General Ad Valorem Taxes

AGENCY	DESCRIPTION	AMOUNT	CONTACT PHONE
BAY AREA AIR QUAILITY MGMT. DISTRICT	GENERAL OPERATIONS	\$12.68	415-554-5596
BAY AREA RAPID TRANSIT DISTRICT	GENERAL OPERATIONS AND BOND DEBT SVC	\$86.32	415-554-5596
CITY AND COUNTY OF SAN FRANCISCO	GENERAL ADVALOREM TAXES	\$6,036.25	415-554-5596
CITY AND COUNTY OF SAN FRANCISCO	OPERATING FUNDS AND BOND DEBT SVC	\$115.29	415-554-5596
SAN FRANCISCO COMMUNITY COLLEGE	GENERAL OPERATIONS AND BOND DEBT SVC	\$162.38	415-554-5596
SAN FRANCISCO UNIFIED SCHOOLS	GENERAL OPERATIONS AND BOND DEBT SVC	\$705.03	415-554-5596
	TOTAL AD VALOREM TAXES	\$7,117.95	

### **Direct and/or Special Assessments**

AGENCY	DESCRIPTION	AMOUNT	CONTACT PHONE
S. F. COMM COLLEGE DISTRICT	SFCCD PARCEL TAX	\$79.00	(415)487-2400
SF - TEACHER SUPPORT	SF-TEACHER SUPPORT	\$236.98	(415) 355-2203
**SAN FRANCISCO USD CFD 90-	MELLO ROOS COMMUNITY FACILITIES DISTRICT	\$36.06	(415) 241-6480
	TOTAL DIRECT ASSESSMENTS	\$352.04	

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

### **B. Available Senior Citizen Exemptions**

Certain districts that levy special taxes or assessments may offer exemptions to Senior Citizens. These exemptions can result in substantial savings to qualified tax payers. The filing of an application along with annual renewal may be required. Below is the contact information for requesting details on filing exemptions for districts that may offer a Senior Citizen Exemption. Additional Direct Assessment Districts may offer exemptions. Therefore you may want to contact the districts to determine their policy on Senior Citizen Exemptions.

AGENCY	DESCRIPTION	AMOUNT	CONTACT PHONE
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# Property Tax Disclosure Report For SAN FRANCISCO County

Property Address: 92 ROBINSON DR

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

**APN**: 6432-016

**Report Date:** 03/08/2017 **Report Number:** 2059618

SAN FRANCISCO USD CFD 90-1 MELLO ROOS COMMUNITY FACILITIES DISTRICT \$36.06 (415) 241-6480

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



# Property Tax Disclosure Report For SAN FRANCISCO County

Property Address: 92 ROBINSON DR

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

**Report Date:** 03/08/2017 **Report Number:** 2059618

APN: 6432-016

### 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=2C21F5540992424681162E93ACB6C5EE

### 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	0.01179
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	\$ 352.04
5	Add lines 3 and 4. Total Estimated Annual Tax Amount After Sale	•	5	\$

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

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

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

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

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

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

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



# Property Tax Disclosure Report For SAN FRANCISCO County

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

Report Date: 03/08/2017

Report Number: 2059618

### Part 5. Supplemental Property Tax Information

### A. General Information Regarding Supplemental Taxes

California law mandates the county assessor to reappraise real property upon a change in ownership or completion of new construction. The assessor's office issues a supplemental assessment which reflects the difference between the prior assessed value and the new assessment. This value is prorated based on the number of months remaining in the fiscal tax year which ends June 30.

Notices of the supplemental assessment are mailed out to the property owners prior to the issuance of the supplemental tax bill or refund if the value is reduced. The taxes or refund based on the supplemental assessment are in addition to the regular annual tax bill.

The supplemental tax will be due from the current owner in addition to the regular tax assessment. Accordingly for the first year of ownership, Buyer should plan for this additional payment.

### **B. Supplemental Property Tax Disclosure**

The following notice is mandated by California Civil Code Section 1102.6c:

#### NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL

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

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector.

If you have any question concerning this matter, please call your local Tax Assessor or Collector's Office."

SAN FRANCISCO County Assessor

Phone: 415-554-5596

Website: http://www.sfassessor.org/



### **Property Tax Disclosure Report** For SAN FRANCISCO County

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112 Report Date: 03/08/2017 ("Property") Report Number: 2059618

#### 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=2C21F5540992424681162E93ACB6C5EE.

#### 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

OHI	у.									
1	Estimated Sales Price				•	1	\$_			
2	Estimated Current Assessed	Value			•	2	\$_	603	3,625.00	
3	Subtract line 2 from line 1. Estimated Supplemental Asse	essed Value			•	3	\$_			
4	Multiply line 3 by 0.01179 (the Estimated Full-Year <u>Supplem</u>	e Estimated Ad Valorem nental Tax Obligation	Tax Rate for the Residential F	Property).	•	4	\$_			
suj	he Sale Date for the Reside pplemental tax bills: (a) one es can be estimated by com	for the current partia	al tax year; and (b) one for	y through the next f	n N Full	lay, tax	Buy yea	er will ar. The	l receive supplen	TWO nental
5	Enter the Month-of-Sale Factor	or 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 estim									
<b>su</b> 9	he Sale Date for the Resider oplemental tax bill. The supp	or from <b>TABLE 2</b> below	stimated by completing lines	9 and 10	be	<b>elov</b> 9	ν: _			ONE
10	Multiply line 4 by line 9. Total	estimated Supplementa	al Tax Bill		•	10	\$_			
	TABLE 1. Month	-of-Sale Factor	TABL	E 2. Mont	:h-c	of-S	ale I	actor		
	Jan	0.4167		Jun		1.0	000			
	Feb	0.3333		Jul		0.9	167			
	Mar	0.2500		Aug		8.0	333			
	Apr	0.1667		Sept		0.7	500			
	May	0.0833		Oct		0.6	667			
				Nov		0.5	833			
				Dec		0.5	000			

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.



# Property Tax Disclosure Report For SAN FRANCISCO County

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

Report Date: 03/08/2017

Report Number: 2059618

### 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: July 2016

This Property IS NOT located in a State Responsibility Area.



### **Property Tax Disclosure Report** For SAN FRANCISCO County

APN: 6432-016 Property Address: 92 ROBINSON DR

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112 Report Date: 03/08/2017 Report Number: 2059618

("Property")

### 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 FRANCISCO County**

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

Report Date: 03/08/2017

Report Number: 2059618

### **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)					
	Х	National Priorities List (Federal "Superfund" list) - 1 mile					
	X Federal Resource Conservation and Recovery Act (RCRA) - Corrective Actions List - 1 mile						
	Х	California State Response List (includes Active Annual Workplan, AWP, sites) - 1/2 mile					

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Property Address: 92 ROBINSON DR

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property") Report Number: 2059618

APN: 6432-016

Report Date: 03/08/2017

х		California Spills, Leaks, Investigation and Cleanup (SLIC) List - 1/2 mile				
		Listed Site Name	Address	Case No.	Status	Distance (miles)
		HILLSIDE VILLAGE AKA SCHINDEL PROPERTY	0 CARTER && MARTIN DALY	T0608130089	Closed	0.398982
	Х	California Solid Waste Landfill Sites (SWIS) List - 1/2 mile				
	х	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

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	Pacific Bell	30 Onondega Ave San Francisco, CA 94112	T0607500197	Closed	CA_LUST
2	PRIVATE RESIDENCE	PRIVATE RESIDENCE SAN FRANCISCO, CA 94112	T0607543402	Closed	CA_LUST
3	PRIVATE RESIDENCE	PRIVATE RESIDENCE San Francisco, CA 94112	T10000002760	Closed	CA_LUST
4	SCHLAGE LOCK COMPANY	BAYSHORE BLVD && SUNNYDALE AVE. SAN FRANCISCO, CA 94134	38340157	Open	CA_DTSC_RESPONSE
5	Colma Ridge	85 Reiner Street Daly City, CA 94014	T10000008387	Closed	CA_SLIC
6	TUNTEX PROPERTIES	GENEVA AVE && BAYSHORE BLVD BRISBANE, CA 94014	SL18250671	Open	CA_SLIC
7	CYPRESS LAWN CEMETERY	300 EL CAMINO REAL COLMA, CA 94014	T0608100178	Closed	CA_LUST
8	HOLY CROSS CEMETERY	1500 OLD MISSION COLMA, CA 94014	T0608100970	Closed	CA_LUST
9	VW AUTO REPAIR	1715 OLD MISSION COLMA, CA 94014	T0608100664	Closed	CA_LUST

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JUF-LUS Residential Property Disclosure Reports



## **Environmental Screening Report For SAN FRANCISCO County**

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112 Report Date: 03/08/2017 ("Property") Report Number: 2059618

### PART 4. Oil & Gas Well Locations Within 1/4 Mile Of Property

No oil or gas well locations were identified within a radius of one-fourth (1/4) of one (1) mile of the Residential Property, based on a search of valid geographic coordinates contained in the current Statewide All Wells Database maintained by the California Department of Conservation, Division of Oil, Gas and Geothermal Resources (DOGGR) ("All Wells Database").

Buyer is advised that additional wells may exist in the area of the Property which are not contained in the All Wells Database. Wells that do not have valid geographic coordinates in the All Wells Database are not disclosed in this Report. The physical property boundaries of well locations and the Property are not factored into the calculation of the specified search radius.

**EXPLANATION:** The All Wells Database includes approximately 230,000 well location records. This database is searched for well locations within one-fourth (1/4) of one (1) mile around the geocoded point representing the Residential Property. Well locations, if any, within the specified parameters are listed in the table above.

Of the approximately 230,000 wells identified in the All Wells Database, 105,000 are classified as new, active, or idle in the latest Statewide All Wells Database release. The majority of remaining wells have been sealed under supervision of the DOGGR. A smaller number have been deserted and have no known responsible operator.

California has established laws with respect to well drilling, operation, maintenance, and abandonment to "prevent, as far as possible, damage to life, health, property, and natural resources; damage to underground oil and gas deposits from infiltrating water and other causes; loss of oil, gas, or reservoir energy, and damage to underground and surface waters suitable for irrigation or domestic purposes by the infiltration of, or the addition of, detrimental substances." (California Public Resources Code §3106).

The DOGGR is responsible for maintenance of orphaned wells. To defray the maintenance costs, oil companies pay the State 4.3 cents per barrel a year. A portion of this assessment funds the Orphan Well Plugging Fund ("Fund") with an annual \$1 million budget. Since its inception in the 1970's, the Fund has facilitated the plugging of wells by hired contractors. The selection process for wells to be plugged considers numerous factors including, but are not limited to, the proximity of wells to populated areas, the amount of pressure in well reservoirs, and other hazards.

For a complete listing and explanation of well status codes, visit the following DOGGR web page: http://www.conservation.ca.gov/dog/maps/Pages/GISMapping2.aspx

FOR MORE INFORMATION: Ownership information of oil, gas, mineral, geothermal and other subsurface rights regarding the Residential Property may be disclosed in a preliminary (title) report or title commitment. The DOGGR does not use the County Assessor Parcel Number or site address to locate wells or leases, and therefore, the APN and address cannot be used to determine if there is a well on a specific property. To help tell if there is a well on a property, oilfield maps may be available on the DOGGR website (http://www.conservation.ca.gov/dog/maps/Pages/GISMapping2.aspx). In addition, the DOGGR Online Mapping System (http://maps.conservation.ca.gov/doms/doms-app.html) allows users to search well locations by API Number, Property Address, Geographic Coordinates, or Field Name. For detailed information about a specific well, reference the unique "API Number" that the DOGGR has assigned to it. The DOGGR website provides an online well search by API number at http://opi.consrv.ca.gov/opi/opi.dll.

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## **Environmental Screening Report For SAN FRANCISCO County**

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

Report Date: 03/08/2017

Report Number: 2059618

## 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 (<a href="https://www.npms.phmsa.dot.gov/PublicViewer/">https://www.npms.phmsa.dot.gov/PublicViewer/</a>).

**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: <a href="https://www.npms.phmsa.dot.gov/PublicViewer/">https://www.npms.phmsa.dot.gov/PublicViewer/</a>

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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## **Environmental Screening Report For SAN FRANCISCO County**

Property Address: 92 ROBINSON DR APN: 6432-016

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112 Report Date: 03/08/2017 ("Property") Report Number: 2059618

<u>Call Before You Dig - Every Time!</u> 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.

<u>Signs of Buried Pipelines</u> 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: <a href="http://www.epa.gov/superfund/index.htm">http://www.epa.gov/superfund/index.htm</a>

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: <a href="http://www.epa.gov/enviro/html/rcris/index.html">http://www.epa.gov/enviro/html/rcris/index.html</a>

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 <a href="http://geotracker.waterboards.ca.gov">http://geotracker.waterboards.ca.gov</a>. 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 <a href="http://geotracker.waterboards.ca.gov">http://geotracker.waterboards.ca.gov</a>
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 <a href="http://geotracker.waterboards.ca.gov/search.asp">http://geotracker.waterboards.ca.gov/search.asp</a>.

### 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 <a href="http://www.calrecycle.ca.gov/SWFacilities/Directory/search.aspx">http://www.calrecycle.ca.gov/SWFacilities/Directory/search.aspx</a> 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 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** 

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## **Environmental Screening Report For SAN FRANCISCO County**

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SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

Report Date: 03/08/2017

Report Number: 2059618

**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: <a href="http://www.disclosures.com/sites/default/files/fanhdguidetoenvironmentalhazards.pdf">http://www.disclosures.com/sites/default/files/fanhdguidetoenvironmentalhazards.pdf</a>

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**Terms and Conditions** 

**Property Address:** 92 ROBINSON DR

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SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112

("Property")

**Report Date:** 03/08/2017 **Report Number:** 2059618

APN: 6432-016

### **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, 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.

## DocuSign Envelope ID: 2605E092-D7D1-4DAF-BBF7-8137C1F879D7 JUF-LUS Residential Property Disclosure Reports

### **Terms and Conditions**

APN: 6432-016

Property Address: 92 ROBINSON DR

disclosures.com

SAN FRANCISCO, SAN FRANCISCO COUNTY, CA 94112 Report Date: 03/08/2017 Report Number: 2059618

("Property")

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.

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".

### 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.
- 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.
- Governing Law. The Report shall be governed by, and construed in accordance with, the laws of the State of California.
- 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 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.

- 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.
- 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**



## Noise and Odor Advisory

Subjec	t Property: _	92 Robinson Dr, San Francisco, CA
1.	Factors that various types	and types of noise that bother others may be acceptable to others. can impact these subjective issues include, but are not limited to, s of trains, buses, light rail, BART, freeways, nearby farming industry, neighbors, animals and other causes.
2.	Field, also se creating nois	ational airports, several municipal and private airports and Moffett rve the Bay Area. Aircraft fly over virtually all residential areas e levels that vary depending on the aircraft type, size, altitude, time of er conditions and on the property's proximity to airports and flight
3.	may also pro	ies, facilities and services which add to the richness of the community duce noise at various times including, but not limited to, theaters, fleaters markets, schools, parks, churches, golf courses and ball fields.
4.	Some coastal	properties may be impacted by tsunami warning systems.
5.	Odor levels a	nd types of odors that bother others may be acceptable to others.
and ode determ value, c	or levels; Buy ine whether p levelopment,	he Property at various days and times to personally determine noise ers should also contact the respective transportation agencies to octential noise levels are acceptable to Buyers and/or will impact the use and future enjoyment of the property.
Buyers	hereby ackno	owledge receipt of this Noise and Odor Advisory.
Buyer:		Date:
Buyer:		Date:



## Advisory/Disclosure Regarding Building Permits, Non-Permitted Construction

Subject Property:	92 Robinson Dr, San Francisco, CA 94112
Buyer:	Seller:
Buyer:	Harrison Kui Seller:

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 "finaled" (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:	Date:3/11/2017
588D1BA0876A43A  Seller:	Date:
Buyer:	Date:
Buyer:	Date:



**Data Provided By:** 

**Lydia Sandejas** San Bruno

### **Disclaimer**

This REiSource report is provided "as is" without warranty of any kind, either express or implied, including without limitations any warrantees of merchantability or fitness for a particular purpose. There is no representation of warranty that this information is complete or free from error, and the provider does not assume, and expressly disclaims, any liability to any person or entity for loss or damage caused by errors or omissions in this REiSource report without a title insurance policy.

The information contained in the REiSource report is delivered from your Title Company, who reminds you that you have the right as a consumer to compare fees and serviced levels for Title, Escrow, and all other services associated with property ownership, and to select providers accordingly. Your home is the largest investment you will make in your lifetime and you should demand the very best.





## **Property Detail**

Subject Property: 92 Robinson Dr San Francisco CA 94112

### Owner Information

Owner Name: Kui Harrison H S

Mailing Address: 92 Robinson Dr, San Francisco CA 94112-4570

Vesting Codes: Unmarried Man / /

### **Location Information**

County: San Francisco, Ca APN: **6432-016** 

Census Tract / Block: 263.02 / 3 Subdivision: Crocker Amazon HInds

> Legal Lot: 16 School District: San Francisco

Legal Block: 6432 Neighbor Code: 10B

### Owner Transfer Information

Recording/Sale Date: 01/20/2010 / 11/02/2009 Deed Type: Grant Deed

Document #: K062-614

### **Last Market Sale Information**

Recording/Sale Date: 10/31/2003 / 10/03/2003 Document #: **I505-222** 

> Sale Price: \$450,000 Deed Type: Grant Deed

Sale Type: Full 1st Mtg Term: 30

Seller Name: Clemens Patricia L

### **Property Characteristics**

Gross Area: 1,651 Bath(F/H): 2 # of Stories: 1

Living Area: 1,651 Year Built / Eff: 1951 Construction: Wood

Total Rooms: 7

### **Property Information**

Land Use: Sfr Zoning: RH1D Lot Acres: 0.08

County Use: 1 Dwelling Unit Res/Comm Units: 1 Lot Size: **3,532** 



Value:

## **Property Detail**

### **Tax Information**

Total Value: \$610,625 Improve %: 29% SF-TEACHER \$236.98/0.00

SUPPORT Tax / Rate:

SFCCD PARCEL \$79/0.00 Land Value: \$436,162 Tax Year: 2016

TAX Tax / Rate:

Improvement \$174,463 Property Tax: \$7,469.98 SFUSD FACILITIES \$36.06/0.00

> DISTRICT Tax / Rate:

Total Taxable \$603,625 TOTAL OF SPECIAL \$352.04/0.00 Tax Rate Area: 1000

**ASSESSMENTS** Value:

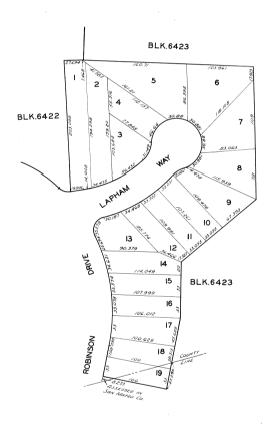
Tax / Rate:

Assessed Year: 2016 Homeowner Homeowner

Exemption:

## **Assessor Map**









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

Escrow Officer Email: ktam@nat.com

North American Title Company, Inc.

One Daniel Burnham Court, #262-C

San Francisco, CA 94109

Our Order No.

Property Address: 92 Robinson Drive,

1490855

San Francisco, California 94112

Attention: Karen Tam

\_\_\_\_\_

Preliminary Report Dated as of February 16, 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.

Paul Schabow, 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:

Harrison H. Kui, an unmarried man

3. The Land referred to in this report is situated in the City of San Francisco, County of San Francisco, State of California, described as follows:

See attached Legal Description

Rev. NAT 8/24/15 Page 2 Order No. 56604-1490855-17

### **LEGAL DESCRIPTION**

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

LOT 16, BLOCK 6432, ACCORDING TO MAP ENTITLED "MAP OF CROCKER AMAZON HIGHLANDS, FILED DECEMBER 20, 1949 IN BOOK "P" OF MAPS, PAGES 94, 95 AND 96, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

APN: BLK: 6432 LOT: 016

### **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.

First Installment: \$3,734.99 PAID

Penalty: If paid after December 10th \$

Second Installment: \$3,734.99 OPEN

Penalty: If paid after April 10th \$418.49

Tax Rate Area: 01-000

A.P. No.: BLK: 6432 LOT: 016

- 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. A special tax lien of Community Facilities District No. 90-1 of the **San Francisco Unified School District**.

The assessment is payable with and in like manner as the general and special taxes of the City and County of San Francisco.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax, interested persons should contact:

San Francisco Unified School District 135 Van Ness Avenue San Francisco, CA 94102 Attn: Dr. John Bayless

- 5. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description.
- A Deed of Trust to secure an original indebtedness of \$403,000.00 recorded June 26, 2012 as Instrument No. 2012-J436751-00 Reel K676 Image 0018 of Official Records.

Dated: June 13, 2012

Trustor: Harrison H. Kui, an unmarried man

Trustee: First American Title Insurance Company, a California

Corporation

Beneficiary: Mortgage Electronic Registration Systems, Inc., as nominee for

Lender: FPF Wholesale, a Division of Stearns Lending, Inc.

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// This transaction may be subject to the FinCEN Geographic Targeting Order affecting residential sale transactions. This issuing agent must be provided with information prior to closing sufficient to determine if IRS/FinCEN Form 8300 must be completed and filed and must be provided information sufficient to meet the records retention requirements of the FinCEN Geographic Targeting Order. This transaction will not be insured, and this issuing agent and/or its underwriter will not be involved in a Covered Transaction (as defined by the FinCEN Geographic Targeting Order) until this information is submitted and reviewed by the issuing agent.

\* \* \* \* \* NOTES \* \* \* \* \*

1. City Transfer Tax are imposed as follows:

### If entire value or consideration is:

More than \$100 but less than or equal to \$250,000 More than \$250,000 but less than \$1,000,000 \$1,000,000 to \$4,999,999 \$5,000,000 to \$9,999,999 \$10,000,000 to \$24,999,999 \$25,000,000 or more Tax rate for entire value or consideration is: \$2.50 for each \$500 or portion thereof \$3.40 for each \$500 or portion thereof \$3.75 for each \$500 or portion thereof \$11.25 for each \$500 or portion thereof \$13.75 for each \$500 or portion thereof \$15.00 for each \$500 or portion thereof

### 2. 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.

### 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.

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Close of escrow and final dispursement will not be made based on deposits in the form of personal checks, corporate checks, credit union checks, money market checks, travelers checks and official checks until confirmation of final clearance of the funds.

North American Title Company, Inc. will not be responsible for accruals of interest or other charges resulting from compliance with the disbursement restrictions imposed by state law.

- 4. North American Title Company, Inc.'s charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.
- 5. Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.
- 6. The map attached, if any, may or may not be a survey of the land depicted hereon. North American Title Company, Inc. expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

### 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.: 56604-1490855-17

### **LENDERS SUPPLEMENTAL REPORT**

Dated as of February 16, 2017 AT 7:30 A.M.

Title Officer: Paul Schabow

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: 92 Robinson Drive City of San Francisco County of San Francisco State of California.

According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

Rev. NAT 8/24/15 Page 8 Order No. 56604-1490855-17

## **Privacy Policy North American Title Group, Inc. Family of Companies**

Effective Date:	SEPTEMBER	2 1, 2016			
FACTS	WHAT DOES NORTH AMERICAN TITLE GROUP, INC. FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?				
Why?	limit some, but no	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.			
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:  • Social Security number, birthdate, driver's license number and income  • transaction history and payment history  • purchase history and account balances  When you are no longer our customer, we continue to share your information as described in this notice.				
How?	section below, we	panies need to share customers list the reasons financial compar itle Group, Inc. Family of Comp	nies can share their customers' pe	ersonal information; the reasons	
Reasons we can share your personal information Does NATG share?  Can you limit this sharing?					
For our everyday business purposes –such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus			Yes	No	
For our marketin to offer our produc	g purposes – ts and services to you	u	Yes	No	
For joint marketi	ng with other financ	cial companies	No	We don't share	
	everyday business pyour transactions and		Yes	No	
	everyday business your creditworthiness		No	We don't share	
For our affiliates	to market to you		Yes	Yes	
For nonaffiliates	to market to you		No	We don't share	
Questions? Call 1 (844) 654-5408					
Who we are					
			oup, Inc. Family of Companies ices, and property and casualty is		
What we do					
How does NATG 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.					

gn Envelope ID: 39D10C71-37FF-4740-886E-FA	FE28DE08E2
How does NATG collect your personal information?	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.  We collect your personal information, for example, from:  Applications, contracts or other forms you complete.  Information provided about your transaction by you, by affiliates or others, whether received in writing, in person, by telephone or any other means.  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.  Information we receive from a consumer reporting agency or credit bureau.
Why can't you limit all sharing?	Federal law gives you the right to limit only:  sharing for affiliates' everyday business purposes – information about your creditworthiness  affiliates from using your information to market to you  sharing for nonaffiliates to market to you
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our behalf, consumer reporting agencies and others.  NATG does not share with nonaffiliates so they can market their goods or service to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. NATG does not jointly market.  NATG doesn't jointly market.

### **Affiliate Marketing**

To limit sharing with affiliates for marketing purposes NATG may share your information with its affiliates so that the affiliates can market to you. To prevent this sharing, opt out

By visiting the following webpage for full instructions and a link to the Opt Out process via our NATTRACK system: www.nat.com/Opt-Out

Send written notification to North American Title Group Attn: General Counsel 760 Northwest 107th Avenue, Suite 400 Miami, FL 33172

The North American Title Group, Inc. Family of Companies consists of the following entities:

North American Title Company

North American Title Company dba Realstar Title

North American Title Company, Inc.

North American Title Company of Colorado North American Title Insurance Company

North American Services, LLC

North American Title Agency, Inc.

North American Title Agency, LLC

North American Abstract Agency

NASSA, LLC

North American Title, LLC

North American Advantage Insurance Services, LLC North American National Title Solutions, LLC

### 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:

- 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.
  - 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.
- 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 2. 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:
  - whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - 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;
  - resulting in no loss or damage to the insured claimant;
  - attaching or created subsequent to Date of Policy; or
  - 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
- 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.
- 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.
- 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 6. 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:

- 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.
- Easements, liens or encumbrances, or claims thereof, not shown by the public records.
- 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 4. 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:

- Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - building; a.
  - b. zoning;
  - land use; c.
  - d. improvements on the Land;
  - land division; and
  - 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:
  - that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; a.
  - 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;
  - that result in no loss to You; or
  - 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.
- Failure to pay value for Your Title.
- Lack of a right:
  - to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - 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'
- Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence. 8.
- Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar
		Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

### 2006 ALTA LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
  - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

### EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II,[t[or T] 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:

- (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.
- 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
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 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:

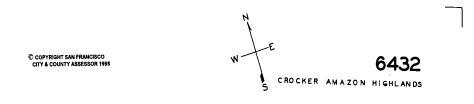
- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;
   (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or 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.]

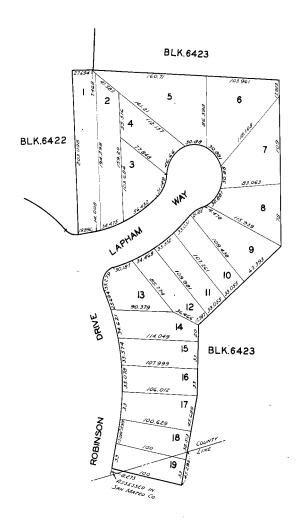
### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

### 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.
- 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;
  - 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.







## WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE

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

Property Address: 92 Robinson Dr, San Francisco, CA 94112

### 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 () () © 2016, California Association of REALTORS®, Inc.	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: 92 Robinson Dr, San Francisco, CA 94112

- 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	Herr	Harrison Kui	Date 3/11/2017
	(Signature)	(Print Name)	
Seller/Landlord			Date
	(Signature)	(Print Name)	
Buyer/Tenant			Date
_	(Signature)	(Print Name)	
Buyer/Tenant			Date
	(Signature)	(Print Name)	

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THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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





### **BUYER'S INSPECTION ELECTIONS**

(C.A.R. Form BIE, REVISED 11/13)

Property Address: 92 Robinson Dr, San Francisco, CA 94112 ("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. ☐ Yes ☐ No 20. ☐ Yes ☐ No TREE/ARBORIST **GENERAL HOME INSPECTION** 21. Tes No WELL 2.  $\square$  Yes  $\square$  No **WOOD DESTROYING PESTS** 3.  $\sqcup$  Yes  $\sqcup$  No 22. Yes No WATER SYSTEMS AND COMPONENTS **CHIMNEY** 4. ☐ Yes ☐ No 23. Yes No RADON GAS **ELECTRICAL 5**. □ Yes □ No 24. ☐ Yes ☐ No FORMALDEHYDE **HEATING/AIR CONDITIONING** 6. ☐ Yes ☐ No. 25. Yes No ASBESTOS **LEAD PAINT** 7. ☐ Yes ☐ No 26. ☐ Yes ☐ No METHANE GAS **PLUMBING** 8. ☐ Yes ☐ No 27. ☐ Yes ☐ No MOLD **SQUARE FOOTAGE** 28. ☐ Yes ☐ No PERMITS **STRUCTURAL 10**. □ Yes □ No 29. Yes No PUBLIC RECORDS **EASEMENTS/ENCROACHMENTS** 11. ☐ Yes ☐ No 30. ☐ Yes ☐ No ZONING FOUNDATION/SLAB 12. Yes No. 31. ☐ Yes ☐ No GOVERNMENT REQUIREMENTS **LOT SIZE** 13. ☐ Yes ☐ No 32. Yes No VACANT LAND/CONSTRUCTION FINANCING **BOUNDARIES 14**. ☐ Yes ☐ No 33.  $\square$  Yes  $\square$  No CONSTRUCTION COSTS POOL/SPA **15.** □ Yes □ No 34. Yes No AVAILABILITY OF UTILITIES **ROOF 16**. ☐ Yes ☐ No 35. Yes No ENVIRONMENTAL SURVEY **SEWER** 17. ☐ Yes ☐ No 36. ☐ Yes ☐ No NATURAL HAZARDS REPORTS SEPTIC SYSTEM 37. ☐ Yes ☐ No SUBDIVISION OF PROPERTY **SOIL STABILITY** 19. Yes No **SURVEY** OTHER: Buyer Date Buyer Date

■■■ 525 South Virgil Avenue, Los Angeles, California 90020 BIE REVISED 11/13 (PAGE 1 OF 1)

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ANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

BUYER'S INSPECTION ELECTION (BIE PAGE 1 OF 1)

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CTION ELECTION (BIE PAGE 1 OF 1)
Phone: 415-871-6671

Fax: 415-738-5457

Date

Reviewed by

92 Robinson Dr



### **BUYER'S INSPECTION WAIVER**

(C.A.R. Form BIW, 4/08) 92 Robinson Dr

roperty Address:	San Francisco, CA 94112	("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

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vesi	igations with the professionals who conducted the investigations.
W	AIVERS:
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.
2.	()() 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.  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
	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.
	such additional inspections of reports/disclosures.
uyer	represents and agrees that Buyer has independently considered the above, and all other Investigation options, has read
wr	itten reports/disclosures provided by professionals and discussed the results with the professional who conducted the
	tigation. Buyer further agrees that unless Buyer makes a subsequent election in writing during Buyer's Investigation
erio	d, if any, Buyer waives the right to conduct the Investigation(s) above.
ıyer	Date
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ıyer	Date

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Reviewed by Date



**BIW 4/08 (PAGE 1 OF 1)** 

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



### FOR YOUR PROTECTION: GET A HOME INSPECTION

### For FHA Transactions

(C.A.R. Form HID, Revised 4/08)

Name of Buyer(s)	
Property Address	92 Robinson Dr
-	San Francisco, CA 94112

### 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.

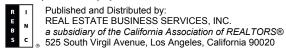
I /We choose to have a home inspection performed.  I /We choose <u>not</u> to have a home inspection performed.			
Buyer	Date		
Buyer	Date		

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HID REVISED 4/08 (PAGE 1 OF 1)

FOR YOUR PROTECTION: GET A HOME INSPECTION (HID PAGE 1 OF 1)

## **CEICO**

# CAL ENGINEERING INT. CO. Civil - Structural & Geotechnical Engineers

## Engineering Inspection Report

Prepared for
Mr. Harrison Hs Kui
36 Newell Street
San Francisco, CA 94133

And

Kalam Tin NEWCO Financial

**Property Address** 

92 Robinson Street, San Francisco, CA

October 30, 2009

## CAL ENGINEERING INT. CO.



CIVIL / STRUCTURAL, GEOTECHNIAL & MECHANICAL ENGINEERS CE 20859 GE 464

Mr. Harrison Hs Kui 36 Newell St. San Francisco, CA 94133 October 30, 2009

CC: Mr. Kalam Tin NEWCO Financial 2335 David Court San Mateo, CA 94403

Re: 92 Robinson Street, San Francisco, CA

### **ENGINEERING INSPECTION REPORT**

(With Digital Imaging)

Dear Mr. Kui

In response to your request, we have performed on October 28, 2009 a special home engineering inspection including structural, drainage and foundation conditions for the above listed property. Our report includes digital pictures taken at the time of inspection recording present conditions and for future monitoring.

We are licensed Civil / Structural & Geotechnical Engineers in the State of California. We hold Graduate Degrees in Civil / Structural and Geotechnical engineering from U. of Illinois and U.C. Berkeley. We have over 30 years experience in the fields of engineering & construction. We are qualified and licensed under the State Regulations to perform this specialized engineering inspection.

### **Structure & Foundation**

This two-story wood-framed structure with stucco sidings is located on a 1:1 - 2:1 gradient slopped terrain on Robinson Street in San Francisco, CA. The foundation for this residence and garage is the combination of perimeter stem wall footings, intermediate grade beams and surface mounted piers. This dwelling shows, at this time of inspection, a good structural behavior in the walls, ceilings, and floors consistent with the local geology, age, material and technology used at the time of construction. Foundation mitigation is however, needed. This residence withstood the seismic forces of the Loma Prieta earthquake of 1989 without sustained damage.

903 Ventura Ave. Berkeley CA 94707 Mobile 510 282-5510 Tel / Fax 510 524-1494 http://www.CalEngineering.com E-mail: ceico@CalEngineering.com

Our inspection has revealed the following details:

### A) The Interiors

We have observed around the door frames minor bulging / cracks between 1/8 and 1/16 inch outer projection and 2-3 inch long due to soil and foundation settlement. We recommend repairing all the cracks for better future monitoring.

The entrance door frame has moved / settled, we recommend replacing the entire door and framing repairs around the door before installation. We will be happy to advise your contractor on course of action once the door is removed and frame around it uncovered. We also recommend cosmetic repair for the wall corners, due to shear movement near the door and on the other side corner in the living room. This particular cosmetics repair is very important for future monitoring and further assessment for possible foundation underpinning under this immediate area.

The floor is not level showing differential elevation above one inch. Leveling the floor is optional and if desired a floor contour line survey and must be performed by a licensed surveyor with digitized data and drawing plot in order to determine the magnitude of settlement and provide proper leveling and structural mitigation.

The exposed ceiling beams for the new addition are structurally performing with no cracks or movement.

The skylights are not leaking water at this present time, but one of them has glass cracks and attention is recommended to proper maintenance.

The water pressure is adequate in all bathrooms and kitchen and there is no sign of water leak in the visible plumbing system.

We recommend replacing all single pan windows with double pane vinyl glass windows for energy conservation and noise reduction.

All door gaps measured properly and no jamming was observed.

The interiors of this residence are in operable performing structural condition.

### B) The exteriors

The driveway / sidewalk show minor cracks and vegetation growth, we recommend steel brushing, cleaning, vacuuming the dirt and the application of Sonolastic SP-1 self leveling caulking compound to prevent additional water infiltration and the enlarging of the cracks.

All tree branches touching the front stucco sidings must be cut one foot away in order to promote water evaporation and preserve the sidings color and integrity from sustained moisture.

A minor stucco crack was observed in front of the house, we recommend stucco

patching and painting to match to avoid water intrusion to framing.

The electrical box and fuses show sign of weathering and rust, we recommend cleaning and proper maintenance. An electrician must be consulted for the probable need of upgrading from the fuse system to switch breakers.

The garage door wood boards and trims show sign of paint peeling, maintenance to include caulking and painting is recommended.

The concrete walkway in front has a heavy crack, risk of walking and tripping must be eliminated through grinding the high spots in the concrete or breaking the cracks open and the casting / patching of the crack with new concrete. The side walkway must also be maintained, the weeds eliminated and the joints filled with grout or Sonolastic.

### C) Foundation

The foundation for this residence and garage is the combination of perimeter stem wall footings, intermediate grade beams and surface mounted piers.

The foundation of the addition to the back is in good performing operable structural condition as no differential settlement was detected. No cracks were observed on the perimeter footings and no displacement. The gap at the ground level between the footings interface with the lean concrete floor is not a structural concern as the lean concrete crust is there to keep the floor clean and usable and it is not acting as a slab. It is desirable to fill the gap around with a cement non shrink grout or equal product similar to Sonolastic SP-1 self leveling caulking compound to prevent moisture and insect intrusion to the crawl space.

The older foundation has been repaired several times and it is beneficial to obtain from the City's building records the specific drawings showing the past repairs. We will be happy to examine the work done and provide clear assessment.

Monitoring tabs are shown on the foundation wall to measure differential settlement and spot repairs of developing cracks were made. We are not sure if the repairs made involved the inclusion of reinforcing bars for proper strapping; if the repairs were purely surface dressing, the cracks will show again. For the remainder unrepaired cracks or cracks that have developed after the previous repair our recommendation for proper mitigation is as follows:

- 1) for the gaps and openings in the lean concrete floor, additional lean concrete or structural grout must fill the gaps for better future monitoring and assessment and to minimize water intrusion from the ground/soil to the crawl space
- 2) the cracks in the wall footings must be strapped structurally to prevent additional enlarging of the cracks and footings separation. The gap must be bridged with a custom cut ¼ inch thick galvanized steel plate covering the

- entire crack and bolted on each side of the crack with epoxy drilled 3/8 inch bolts.
- 3) All white patch efflorescence must be cleaned with steel brush and acid; it is optional however desirable that all areas affected with efflorescence be coated with epoxy paint for concrete mix preservation from sustained moisture.

The concrete cap at the garage footing in front has developed a horizontal crack at the interface between new and old concrete, monitoring is recommended and no mitigation is needed at this time. This anomaly is due to improper anchoring with steel bars the new concrete to old one.

The surface mounted piers and posts need repairs to include permanent attachment of firm shimming and strapping the post to piers and post to beam with Simpson hardware connectors.

To mitigate or control additional floor differential elevation we recommend the placement of a similar beam, post and piers at mid span from the ending of the existing added system to the southern end of the foundation centered at mid span.

The framing movement near the entrance is due to soil and foundation settlement and the past repairs and suggested new mitigations may reduce the movement in the future but the more permanent solution is in performing underpinning of the footings under the entrance with drilled in reinforced concrete piers to firm soil strata / bedrock connected with grade beams.

The slope in the back is stable and we have not observed soil creep or slide. It is feasible to construct a deck in the back providing a geotechnical soil report is performed.

### D) Drainage

The weather was dry and we had no rain for the last week. All downspouts must be connected to a sub drain with drainage outside the foundation footings. The downspout on the east side must be maintained and strapped so no water can seep to the foundation. The downspout on the southwest corner shows water splashing stain; please monitor water flow to determine if repairs are needed.

Water pooling must be looked at this flat roof during rain to access the condition.

The drainage system must be inspected in winter for functionality due to the presence of the surrounding hill. Drainage inspection is best performed in the heart of the rainy season under sustained rain condition. We will be available to perform such inspection and provide final recommendation.

### Conclusion

The structure framing and foundation are found in operable behavioral condition with the need for foundation mitigation to control the cracks.

The slope in the back of the residence is stable and the soil is firm with no visible sign of creep or slide.

Drainage inspection is needed in the heart of the rainy season for better assessment

The above provided recommendations are intended for continued good operation and preservation; the suggested maintenance must be performed.

All the findings stated herewith are based on visual observation at the time of inspection. The undersigned engineer has employed accepted engineering procedures, and the professional opinions and conclusions are made in accordance with generally accepted engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

We hope the above information is adequate for your needs at this time. If you have any question or require additional engineering consultation, please call us.

Sincerely,

Mike Khoury, P.E. California Civil Engineering License #20859 California Geotechnical Engineering License #464

#### Markus von Euw Home Inspection

22781 Lorand Way
Hayward CA 94541
510-427-1605
bayhomeinspection@gmail.com

Report: 10242009b Address: 92 Robinson Dr.

## Confidential Inspection Report 92 Robinson Dr. San Francisco, CA 94112



Prepared for: Mr. Tin Kalma

This report is the exclusive property of the inspection company and the client whose name appears herewith and its use by any unauthorized persons is prohibited.

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### INTRODUCTION

Inspection #10242009b.Inspection Date:10/24/2009.Inspector:Markus von Euw.

Client: Kalam Tin.

Property Address: 92 Robinson Dr., San Francisco, CA 94112.

Weather Conditions: Mild.

A non-invasive, limited visual inspection of the above-mentioned property was performed, at clients' request. Enclosed is our written report based on that inspection.

This report will give you information about the overall condition of this property. Our inspectors follow the Standards of Practice set forth by the California Real Estate Inspection Association (CREIA), a copy of which is available upon request. We will examine the readily accessible areas and systems of the home.

Cosmetic considerations are not within the scope of this report, since all properties have some degree of wear. There may be many items that even the most thorough inspection cannot reveal, which you may consider significant to ownership. Furthermore, owning any building involves some risk and while we can give an excellent overview of the property, we cannot inspect what we cannot see.

We do not move furniture, stored personal effects or dismantle any part of the home in the course of our inspection. We do not do an exhaustive technical evaluation of the property; such an inspection is available for an additional fee. Your attention is directed to the INSPECTION AGREEMENT, a copy of which was provided; this letter makes it a part of the inspection report. It more specifically delineates the scope of the inspection and the limit of liability of the inspector and inspection company in performing this inspection. Please be sure to read and understand the scope of our inspection.

We cannot make repairs nor refer contractors for repairs or maintenance on items which our report mentions, since we abide by the Standards of Practice, Code of Ethics of CREIA and the California Business & Professions Code.

NOTE: The client is strongly advised to further investigate or contract with appropriate persons to further investigate any and/all conditions/items in the inspection report not listed as (S) Serviceable, or are Inoperable, Beyond the scope of a CREIA Inspection or which may have been disclosed by others or which you may be concerned before the close of escrow or sooner if your residential purchase agreement has a contingency time limit.

Any statements made in the body of the inspection report pertaining to right, left, front or rear are referenced to viewing from the street and facing the dwelling.

We advise clients to obtain owners manuals and warranties for all equipment/appliances installed in the dwelling.

We advise clients to ask for any/all permits and inspection records with final signatures for any modifications or additions that may have been made to the dwelling, and/or any known conditions that may have been inadvertently left out of disclosure statements.

We advise having all exterior door locks rekeyed and the garage opener if present re programed after taking possession of the home for security reasons.

Photographs, when used, are simply a tool to convey our findings, they are not intended to enhance those findings or diminish any findings not photographed. Client is advised to thoroughly read the complete report as not all conditions reported will be represented by photographs.

**NOTE:** This report contains technical information that may not be readily understandable to the lay person. Therefore, a verbal consultation with the inspector is a mandatory part of this inspection report. If you choose not to consult with the inspector, this inspection company cannot be held liable for your understanding or misunderstanding of this report's contents. If you were not present during this inspection, please call the office to arrange for your verbal consultation.

Important notice to third parties or other purchasers: Receipt of this report by any purchasers of this property other than the above listed party(s) is not authorized by the inspector. This report prepared for the sole and exclusive use for the client listed above in accordance with our written agreement and is subject to the terms and conditions agreed upon, this report is a work product and is copyrighted by the company shown above as of the date of this report. Duplication by any means whatsoever is prohibited without prior written permission and authorization from the company shown above. Unauthorized duplication of, use of or reliance on this report has the effect of all parties agreeing to hold harmless, individually, jointly, and/or otherwise, the inspector, the Company, their successors and assigns.

The inspector strongly advises against any reliance on this report by third parties. This document is not to be used for the purpose of substitute disclosure. We recommend that you retain a qualified professional inspector to provide you with your own inspection report on this property.

\* \* \* \* \* \* \* \* \* \* \* \*

#### **KEY TO THE INSPECTION REPORT**

In using your report, the following definitions may be helpful.

**S/Serviceable=** Items noted at time of inspection were accessible and found to be in working

order/serviceable condition (excluding cosmetic consideration and normal wear.)

**N/A or None =** The item does not apply to this property or none present.

**Inoperable =** System did not respond to attempted testing at time of inspection.

Items not permanently affixed and/or hard wired to home, such as track lighting attached to ceiling using receptacle plug for power source, is considered personal or portable property,

and are not included in this report.

We realize that you had a number of companies to choose from to perform this service, and you chose us! The inspector and staff thank you for selecting our company for your home inspection needs. If you have any questions, please call us.

### **EXTERIOR-STRUCTURE**

#### **100 EXTERIOR - STRUCTURE**

Type of structure: Single Family dwelling.

Number of stories: Two story.

Inspection of the exterior and immediate surrounding areas is limited to visible and readily accessible areas, areas hidden from view by vegetation, at or below grade level and/or behind walls or stored items can not be judged and are not part of this inspection, taking into account typical wear for properties of this age and type (excluding cosmetic considerations). Moisture intrusion through cracks or openings in the exterior siding, trim, windows and doors is a source of moisture damage and deterioration. We recommend sealing all cracks and openings in and between the exterior siding and trim materials, especially around doors and windows. Routine maintenance and painting may extend the service life and minimize deterioration of the exterior surfaces.

101 Siding:

Stucco.

Loose or missing materials noted. We recommend correcting the condition(s) noted. At the Back of the house.



Wood sidings, at the back of the house. There were gaps between the siding and adjacent materials. These conditions are conducive to moisture intrusion/deterioration. We recommend correcting the condition(s) noted.



Wood sidings. Spalling noted.



Stucco, Cracking noted, suggest sealing. Suggest further review by appropriate person before the close of escrow if concerned.



Deterioration noted. We suggest further evaluation by a Licensed Branch III Structural Pest Control Operator for identification and any remediation deemed necessary by the pest control company.





103 Window Frames: Metal and Wood, Weathered surface. Deterioration noted.

104 Electric Fixtures: Light only, no plug outlets noted.

105 Gutters/Downspouts: S; The water testing of gutters, downspouts and underground drain piping where present is beyond

the scope of this inspection.



106 Exterior Doors: S, Entry door and, Garage access door.





107 Bell/Chime: S.

108a Chimney #1: Located at left side of home.

Viewed from: Chimney was viewed from roof. Our inspection of the fireplace and chimney is limited to the readily visible portions only. The inner reaches of a flue are relatively inaccessible.

Our distant oblique view from the top or bottom is not adequate to discover possible

deficiencies or damage, even with a strong light. For safe and efficient operation we recommend annual inspections by a qualified fireplace professional. A qualified fireplace professional will clean the interior if necessary, use specialized tools, testing procedures, mirrors and video cameras as needed to evaluate the fireplace system. If the fireplace has not been inspected by a qualified fireplace professional within the past year we recommend this be done prior to use.

Conditions:

Cracking noted. Suggest complete review/correction including cost estimate (bids) by a certified chimney sweep before the close of escrow.







109 Gas Meter:

Located at right side of dwelling . Underground, concealed or buried pipe not inspected.



Meter Located inside the garage Rust noted. Meter is loose, Suggest further review by the local utility.



110 Foundation:

Concrete, slab on grade and raised construction. Viewed from exterior and crawl space only -unable to view and confirm condition of interior slab and subfloor due to wall-to-wall flooring. Footing not fully visible due to vegetation, hardscape or soil height. Expect to see some degree of cracking in concrete when floor coverings are removed/replaced due to shrinkage in the drying process. These cracks should be sealed to prevent moisture and insect entry. If large cracks are present along with movement, we recommend further evaluation by a structural engineer. Vertical cracking noted. Suggest complete review/correction including cost estimate (bids) by appropriate person before the close of escrow.









Horizontal cracking noted.

Framing is bolted where visible. Bolt frequency not verified.

Two access doors located at garage. The access hatch/cover is not fire rated and the other missing.



Foundation bolting: Access:

Ventilation:

Ventilation appears to be adequate. Screens noted.





Vapor Barrier:

concrete floor.

Conditions:









Vertical cracking noted. Horizontal cracking noted.



Broken light fixture were noted. This is a safety concern. We suggest review/correction by a licensed technician to ensure safety, prior to close of escrow.



Deterioration noted. We suggest consulting termite/dry rot report for further information.



Plumbing:

No evidence of leaking plumbing where accessible.

## **EXTERIOR - GROUNDS**

#### **200 EXTERIOR GROUNDS**

201 Driveway:

Stress/shrinkage/settlement Concrete.

cracks

noted.





202 Walks:

Concrete. Stress/shrinkage/settlement cracks noted. By the Front Door.



206 Lot Grade at Foundation:

This building is located in a hillside development. As geological evaluations are beyond the scope of this inspection, client is advised to consult a licensed geotechnical engineer if concerned by that fact and/or by conditions listed in this report and/or which you or your agent have observed and/or are aware of. Lot grade within six feet of structure slopes away from foundation.

207 Comments:

We recommend regrading where needed to assure all water drains away from the

foundation of this house.

### **ROOF COVERING**

Our roof inspection is to report on the type and condition of roofing materials, missing and/or damaged material, and attachments (excluding antennas, solar systems, etc.) where visible. This does not constitute a warranty, guarantee, roof certification or life expectancy evaluation of any kind. Roofs are not water tested for leaks. Condition of the roofing underlayment material is not verified/inspected. For further evaluation and a roofing certification we recommend you consult a qualified licensed roofing contractor, a number lenders may require a roofing certification. Building's that have tile or wood shingle/shake materials and are going to be tented for termites should be re inspected for possible damage caused by the extermination process before the close of escrow.

301 Type/material:

304 Comments:

Flat/ Rolled composition material. and, Sloped/ Composition shingle.

Roof shows extensive signs of wear and deterioration and appears to be at the end of its useful life. Suggest complete review/correction including cost estimate (bids) by a qualified licensed roofing contractor before the close of escrow.









Evidence of ponding noted.







add-on roof is new and in good condition. Evidence of little ponding noted.



## **GARAGE/PARKING STRUCTURE**

#### 600 GARAGE/CARPORT

Type of structure: Attached, one car garage.

601 Exterior: See #101.

602 Roof: See roof comments.

603 Slab: Concrete. S:

604 Window: None.

608 Fire wall. Holes or openings noted should be sealed with

approved materials to restore the fire resistive barrier as required. Water stains noted, advise consulting with property owner to provide information regarding the cause and what corrective actions were taken in meditating this potential

defect.

S.



609 Walls: Water stains noted, advise consulting with property

owner to provide information regarding the cause and what corrective actions were taken in

meditating this potential defect.



610 Ceiling/rafters:



Uncovered area noted should be sealed.



611 Electrical: No ground fault circuit interrupters installed. - may not have been required at time of

construction. Upgrade recommended.

612 Overhead Door:

Wood, Damaged or bent panel(s). Deterioration

noted.



614 Door Opener:

Unit unplugged at time of inspection, not tested.



### **LAUNDRY**

#### **705 LAUNDRY AREA**

Location: Located in garage.

706 Floor: Concrete.713 Electrical: Grounded.714 Exhaust Fan: None.

715 Laundry Sink/Tub: Worn with signs of aging/wear.



716 Washer Service Washing machine supply valves sit for long periods of time without being operated and

are subject to leaking when turned off/on when the washing machine is removed/installed. We recommend checking these valves for evidence of leakage during your final walk-through before the close of escrow. Laundry supply lines servicing the

laundry machines are not tested during the inspection.

717 Dryer Hookup: None.

718 Dryer Vent(s) Lacks exterior dryer vent as required, correction advised.

719 Drain Stand: Drain lines servicing the laundry machines are not tested during the inspection.

720 Comments: Incomplete laundry room.

### **MAJOR SYSTEMS**

Our visual inspection of major systems is limited to the normal operating functions of items listed. Independent evaluations including the adequacy/inadequacy of water flow (such as gallons per minute), buried/concealed piping or water quality, electrical amperage/voltage adequacy and the testing of photoelectric cell operated fixtures are not within the scope of this report. If such detailed information is required, we suggest contacting appropriate specialists. Areas concealed from view by any means are excluded from this report/inspection. Any electrical repairs, modifications, corrections, installations or periodic inspection and maintenance of systems or aluminum wiring should be provided by a licensed and qualified electrician per California law.

#### MAIN ELECTRICAL SERVICE

801 Electrical:

Not judged to be sufficient capacity for the current demand of the structure.

Location: Service entrance is overhead, with the main panel

located at, left side of dwelling.



Sub panel:

Located at garage.





Improper grounding noted. Needs correction.



Overload protection:

Overload protection is provided by fuses.

Main shut off/disconnect:

Main disconnect noted as required.







Conductors:
Grounding Method:
Conditions:

Predominate wiring material where visible is copper. Grounding method not verified, not visible.

Electrical panels and circuit breakers are known to deteriorate with age. Many older panels have aluminum bus bars that are susceptible to oxidization, which can compromise the electrical connections. Also, older breakers have a higher failure rate than do modern breakers. Both of these conditions can lead to arcing and overheating, sometimes resulting in an electrical fire. A visual inspection cannot determine if these panels and breakers are performing to their original design specifications. Federal Pacific and Zinsco brands in particular are problematic and we recommend further review by a licensed electrician before the close of escrow.





Doubled up neutral wires noted in buss bar. Doubled-up wires should be independently connected in buss bar. We suggest complete review by a licensed electrician, prior to close of escrow. Doubled-up circuitry noted. This condition can add to the load of the affected electric circuits causing a possible overload and tripping the breakers. Doubled-up circuitry should be independently fused. We suggest complete review/correction by a licensed electrician, prior to close of escrow.



Exposed splices noted. This condition is not generally allowed in the service panel unless alterations have been made. We suggest further review by a licensed electrician, prior to close of escrow.

Ground fault circuit interrupter devices (GFCI) afford additional protection against electrical shock. GFCI protection is typically found in newer homes in areas where electrical receptacles are located near sources of water. For your information, we have indicated in the report those areas which may be appropriate for GFCI installation and whether or not a device is in place. Upgrading unprotected plug outlets noted in the report is recommended for additional safety.

#### **PLUMBING SUPPLY AND DRAIN**

803 Drain/Waste:

Underground, concealed and or buried piping is not inspected/tested, drain cleanouts and location not verified.



The visible areas only of the main water line, shutoff valve, water supply and drain lines, gas meter and piping are examined to determine their current condition. Areas concealed from view by any means are excluded from this report/inspection. Leakage, blockage or corrosion in underground or concealed piping cannot be detected by a visual examination. A video inspection of drain/waste lines by an appropriate specialist is recommended if client is concerned by this possibility. Older fixtures or components should be budgeted for replacement. Shutoff valves are not operated by the inspector as they may be prone to leakage if they have not been frequently operated. Private waste disposal system's are not inspected, beyond the scope of this inspection.

#### **SMOKE DETECTORS**

804 Smoke Detectors:

Unit(s) located at bedroom,

None noted in Living room and dinning room. The installation of units is required for fire safety.

If the home were to be constructed today, standards would require installation of detectors in each sleeping room and in the hallway accessing each sleeping area. Multi story dwellings would require a detector on each level. Future installation of additional detectors at any unprotected location is suggested for increased fire safety. We have listed the present areas that a smoke detector is located. Units not tested by inspector. The built in test button when present only verifies proper battery and horn function, but does not test smoke sensor. We suggest that the units be tested with real or simulated smoke at move-in and that fresh batteries be installed as required and tested monthly as recommended by the Consumer Product Safety Commission.

#### **WATER HEATER**

50 gallon. 805a Water Heater #1:



Brand Name(s) Rheem. Aprox. Age(s) 2002.

Located in garage. Location:

Shutoff valve: Cold water shutoff valve intact.

TPR Valve: Temperature, pressure relief valve noted as required.

Drain line: Drain line installed.

Combustion Air: The combustion air supply appears adequate.

Earthquake safety: Earthquake safety straps installed.

Comments:

The unit was inoperable at time of inspection. The water heater was not functioning. The proper configuration of "HOT on the LEFT" and "COLD on the RIGHT" at each of the faucets could not be confirmed. We recommend a full evaluation and/or corrections

by a specialist in the appropriate trade.

805b Venting #1: S.

The water temperature is not verified/tested. Water that is hotter than the manufacturers recommended setting is a scald/safety hazard. The water temperature should never be set higher than the manufacturers recommended setting. We recommend that the temperature setting be checked at move-in for safety.

#### **FIREPLACE**

806a Fireplace #1: Located at living room.



Some small cracking noted in fireplace. A complete review by a certified chimney sweep is advised before the close of escrow.



Damper noted.



### **HEATING/AIR CONDITIONING**

Our inspection of major HVAC systems is limited to the normal operating functions of the items listed. Independent evaluations including the adequacy/inadequacy of heating and cooling systems (such as cracked heat exchangers, air conditioning pressure tests, coolant charge, line integrity, air balance, evaporator cooling coils.etc.) are not within the scope of this report. Thermostats are not checked for calibration or timed functions. If such detailed information is required, we suggest contacting appropriate HVAC specialists. Normal service and maintenance by a licensed HVAC specialist is recommended by the HVAC equipment manufacturer on an annual basis.

DISMANTLING AND/OR EXTENSIVE INSPECTION OF INTERNAL COMPONENTS OF ANY APPLIANCE, INCLUDING HEATERS AND HEAT EXCHANGERS, IS BEYOND THE SCOPE OF THIS REPORT. IN A NUMBER OF AREAS THE LOCAL UTILITY COMPANY MAY CONDUCT SUCH AN INSPECTION UPON REQUEST. MOST MANUFACTURES ADVISE ANNUAL SERVICING BY A LICENSED QUALIFIED HVAC SPECIALIST.

#### **HEATING SYSTEMS**

810a Heating #1: Gas, central air unit. forced air unit.





Location: Located in garage.

Brand Names: Westinghouse.

Approx. Age(s) ~2002.

Filter: Located in unit.

Combustion Air: The combustion air supply appears adequate.

Shut off/disconnect: There is a gas shutoff valve noted near this appliance.

#### THERMOSTAT CONTROLS

812a Thermostat #1: Located at hallway 1st floor next to kitchen. S; 812b Thermostat #2: Located at hallway 2nd floor Between bedrooms, S;

As of October 1, 2005, when changes to the heating and air conditioning system are made, they will be subject to the 2005 energy protocols which include further testing to verify that the system is up to current standards. We recommend that you review your home warranty policy regarding replacement components of the heat/air system because you may be responsible for additional costs if a component is required to be upgraded due to the new 2005 energy protocols now in effect. It is beyond our ability to determine whether this system currently meets the 2005 energy protocols, therefore, we exclude this from our inspection and defer this to the appropriate trade specialists.

### **KITCHEN**

Inspection of kitchen components is limited to built-in gas or electric appliances and plumbing systems, if power is supplied. These items are tested under normal operating conditions. Extensive evaluations, such as calibration/operation of timers, clocks, heat settings, thermostat accuracy, self cleaning and temperature probes on cooking appliances are not within the scope of this report. Stored personal effects will restrict viewing cabinet interiors and should be checked at your walk-through before the close of escrow.

Note: Due to the inaccessibility of the dishwasher components, we can do no more than operate under normal operating procedures, cleaning and drying adequacy not verified. *Dishwashers can fail at any time due to their complexity*. Our review is to determine if the system is free of leaks and excessive corrosion.

Shutoff valves and angle stops under kitchen or bathroom sinks and toilets are not turned or tested during the inspection due to the possibility of leaking. We suggest all shutoff valves or angle stops be turned regularly to ensure free movement in case of emergency.

900 Location: Located at back of the house.



 901 Floor:
 Vinyl.

 902 Walls:
 S.

 903 Ceiling:
 S.

 904 Doors:
 None.

905 Windows: Skylight noted. Damage or crack noted.



907 Cabinets: Finish is worn.

908 Counter tops: S

909 Electric Fixtures: Plug cover missing underneath sink. Ground fault circuit interrupter inoperable. Advise

complete evaluation and correction for safety by a licensed qualified electrician.

910 Sinks: S.
911 Faucet: S.
912 Traps/Drains/Supply lines: S.

913 Disposal(s):

No switch and outlet for Disposal. Needs to be installed by licensed electrician.



914 Dishwasher(s):

S; working, with signs of aging/wear.



915 Stove/Cooktop(s):

The cooktop/range burners functioned, Gas and electric unit.



916 Oven(s):

Gas and electric unit. The oven functioned, With signs of aging/wear.

917 Hood/Fan Light:

None.

### **BATHROOMS**

Our inspection of bathrooms is to report on visible water damage and the operation of fixtures. Dry rot, toilet rings, inaccessible plumbing and shower pans are not within the scope of this inspection. Shower pans, surrounds, enclosures and doors are not water tested for water tightness, visual observation only. Supply valve(s) for sinks and toilets are not turned. The devices will frequently leak after being moved if they have not been used or regularly maintained. Tub and sink overflows are not filled and tested as part of our inspection. All areas under sinks may not be visible due to stored personal items at the time of inspection and should be checked at your walk-through before the close of escrow.

#### **BATHROOM #1**

1000 Location:UPPER.1001 Flooring:Tile.1002 Walls:S.

1003 Ceiling: Water damage was noted,

1004 Doors:

1005 Windows: Skylight noted. water leakage noted.













1007 Electrical: Ground fault circuit interrupter inoperable. Advise complete evaluation and correction for safety by a licensed qualified electrician.

S; 1009 Heating: S. 1013 Shower & Surround:

1014 Shower Door: S. 1015 Shower Faucet: S. S. 1016 Sink:

1017 Sink Faucet:

1018 Traps/Drains/Supply: Low water flow was noted when multiple fixtures were used.

The toilet bowl is loose at floor anchor bolts. The wax ring inside the unit must have a 1019 Toilet: snug, secure fit in order to keep from leaking. We suggest properly resealing and

re-securing this unit to prevent water leakage and damage.

1021 Comments: low water flow.

#### **BATHROOM #2**

LOWER. 1025 Location: 1026 Flooring: Tile. S. 1028 Ceiling: S. 1029 Doors: 1030 Windows: None.

1032 Electrical: Ground fault circuit protected for safety.

S.

1033 Exhaust Fan:

1038 Shower & Surround: Tile, is cracked, We suggest caulking or regrouting

as needed.



 1039 Shower Door:
 None.

 1040 Shower Faucet:
 S.

 1041 Sink:
 S.

 1042 Sink Faucet:
 S.

1043 Traps/Drains/Supply: Low water flow was noted when multiple fixtures were used.

### **INTERIOR ROOMS**

Our interior review is to determine functionality of accessible doors, windows and electrical outlets, visible water stains and other related conditions. Minor items, such as torn screens, cracked window panes and loose hardware can occur at any time. Furnishings and stored personal effects are not moved during the inspection. Closet and storage areas should be reviewed at your walk-through before the close of escrow after furnishings and stored personal effects have been removed for any hidden damage. New paint and flooring can remove or conceal evidence of any past conditions that may have been present prior to the work being done. We recommend inquiring about any past conditions that may no longer be visible.

#### 1200

1200 ENTRY/LIVING ROOM.

1201 Floor: Wood. Slopes or is uneven.

1202 Walls: Stress/shrinkage/settlement cracks noted. over the

windows.



1203 Ceiling: S.

1205 Windows/Screens: Some slider windows are difficult to operate and would benefit from cleaning and maintenance.

Broken or damaged sash cable/spring.





1206 Electrical: Grounded.

1300

1300 DINING ROOM.

1301 Floor: S; Carpet.

 1302 Walls:
 S.

 1303 Ceiling:
 S.

1304 Doors: Sliding door to the outside prepared for a add-on balcony. Unsaved when opened.

Doesn't slide well.

1306 Screens: Missing.

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1307 Electrical: Grounded.

1309 Comments: Appears to be an addition. Permit not verified. See #1900 Re: Permit/Building code

violations.

### **BEDROOMS**

BEDROOM #1

1600 Location: REAR. 1st floor.
1601 Floor: S; Carpet.

 1602 Walls:
 S.

 1603 Ceiling:
 S.

 1604 Doors:
 S.

1605 Windows: Some slider windows are difficult to operate and would benefit from cleaning and

maintenance.

1606 Screens: Missing.1607 Electrical: Grounded.

**BEDROOM #2** 

1610 Location: UPPER. FRONT.

 1611 Floor:
 Carpet.

 1612 Walls:
 S.

 1613 Ceiling:
 S.

 1614 Doors:
 S.

 1615 Windows:
 S.

 1616 Screens:
 Missing.

1617 Electrical: Not Grounded. Open or weak ground wire noted. Electrical outlets with weak or

non-existent grounding should be further evaluated by a licensed electrician.

**BEDROOM #3** 

1620 Location: UPPER, REAR.

1621 *Floor:* Carpet. 1622 *Walls:* S.

1625 Windows: Some slider windows are difficult to operate and would benefit from cleaning and

maintenance.

1627 Electrical: Not Grounded. Open or weak ground wire noted. Electrical outlets with weak or

non-existent grounding should be further evaluated by a licensed electrician.

### **BEYOND THE SCOPE**

#### 1900 WHEN IT'S BEYOND THE SCOPE

**CONCEALED AREAS:** 

If areas of the home are inaccessible or concealed from the inspectors view, then an inspection

of that area did not take place. 1) Request that any information about any hidden problems be revealed to you about these inaccessible or hidden areas from the seller prior to the close of escrow 2)Return to the property prior to the close of escrow and perform a walk-through inspection of your own after the owner's belongings have been removed 3) If your inspection or information reveals hidden damage or concerns contact a qualified specialist or your inspector for a return visit.

PERMITS/BUILDING CODE **VIOLATIONS:** 

If you are concerned about code violations or building permit information you should:

1) Contract with a company to research permit information available at the appropriate building and safety office.

) If you have additional concerns with regard to code violations you may contract for a code compliance survey of the property. A typical home inspection is not such a service.

GEOLOGICAL STABILITY:

Soil condition or stability is not determined during this home inspection. Should you decide to obtain a geological report of the site conditions you might contact a geological inspection firm through your real estate agent or a non profit association of geotechnical engineers for referral.

STRUCTURAL STABILITY OR **ENGINEERING ANALYSIS:** 

Engineering analysis of a building's structure is performed only by a licensed structural engineer with the use of measurements, calculations, or other scientific evaluation. Engineering is beyond the scope of a typical home inspection. To receive an inspection and report on the structure by an engineer, ask your real estate agent or a non-profit association of structural engineers for referral.

SEWER BLOCKAGE:

Check with the seller for information about the history of the sewer or private waste disposal system. Having a drain service company video review and service the main drain line to be sure it is open and flowing before the close of escrow is recommended on all homes.

RADIO CONTROLLED DEVICES: Numerous devices in homes that are operated with remote controls are not within the scope of this inspection. For information about these devices we first suggest that you obtain a list of all the remote controls from the seller. (The operation of the overhead garage door automatic opener will be tested using the permanent control button provided in the house or garage.) Many radio controlled devices have changeable codes which you may want to consider altering for your use or safety. You may wish to contact the installer or manufacturer for additional information and evaluation.

REINSPECTION AND REPAIRS:

Reinspection's are only performed on items not accessible at the time of original inspection or that were unable to be inspected due to utilities not turned on. Should repairs be necessary we suggest they be performed by appropriate persons and that work complies with applicable Law, including governmental permit, inspection, and approval requirements. Buyer should obtain from seller receipts for Repairs performed by others, a written statement indicating the date of Repairs performed by Seller and provide Copies of receipts and statements of seller prior to final verification of condition. (Ref: Residential Purchase Agreement Form RPA-CA, page 4 item 10.)

MOLD, MILDEW, FUNGUS AND MICROBIAL ORGANISMS:

Mold, mildew, fungus and other microbial organisms commonly occur in areas that show evidence of or have the potential for leaking, moisture intrusion and/or inadequate ventilation. The identification of the organisms is beyond the scope of the inspector. Any area or item exhibiting such conditions can be a health hazard to some people. If concerned about this possibility, we recommend further investigation be performed by a Certified Industrial Hygienist to determine if there exists an ongoing climate for incubation or microbial contamination and that steps be taken to eliminate this climate.

PRODUCT RECALLS AND SAFETY ALERTS:

Product recalls and consumer product safety alerts are added almost daily. If client is concerned about appliances or other items installed in the home that may be on such lists, client may wish to visit the U.S. Consumer Protection Safety Commission (CPSC) web site http://www.cpsc.gov or www.recalls.com for further information. A basic home inspection does not include the identification or research for appliances and other items

installed in the home that may be on the CPSC lists.

MATERIALS:

ENVIRONMENTAL HAZARDS OR Environmental hazards, materials or conditions, including, lead, asbestos and radon and not limited to, toxic, reactive, combustible, corrosive contaminates, wildfire and flood. Homes built before 1979 may have products in them that contain some amounts of asbestos or lead. Determining the presence of these products is beyond the scope of this report. An environmental survey is not part of a home inspection, this service is available by contracting with an appropriate specialist.