



REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
 (C.A.R. Form TDS, Revised 6/24)

☐ This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for ALL units (or ☐ only unit(s) ____).

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF San Francisco, COUNTY OF San Francisco, STATE OF CALIFORNIA, DESCRIBED AS 1328 Visitacion Avenue, San Francisco, CA 94134.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 07/27/2026. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

- ☒ Inspection reports completed pursuant to the contract of sale or receipt for deposit.
- ☐ Additional inspection reports or disclosures: NOT AWARE

☒ No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

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

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

Seller ☐ is ☒ is not occupying the property.

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

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

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

(*see note on page 2)

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Buyer's Initials X / _____

Seller's Initials X DS BR X



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

ReMax Sky, 9040 Telegraph Road #204 Downey CA 90240
 Charlie Batch

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: (714)880-4226 Fax: _____
www.lwolf.com

Dustin Rawls

Property Address: **1328 Visitacion Avenue, San Francisco, CA 94134**Date: **July 27, 2026**

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

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

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

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

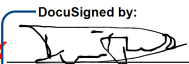
C. Are you (Seller) aware of any of the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ☐ Yes ☒ No
 2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ☒ Yes ☐ No
 3. Any encroachments, easements or similar matters that may affect your interest in the subject property ☐ Yes ☒ No
 4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. ☐ Yes ☒ No
 5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ☐ Yes ☒ No
- (Note to C4 and C5: If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)
6. Fill (compacted or otherwise) on the property or any portion thereof ☐ Yes ☒ No
 7. Any settling from any cause, or slippage, sliding, or other soil problems ☐ Yes ☒ No
 8. Flooding, drainage or grading problems ☐ Yes ☒ No
 9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ☐ Yes ☒ No
 10. Any zoning violations, nonconforming uses, violations of "setback" requirements ☐ Yes ☒ No
 11. Neighborhood noise problems or other nuisances ☐ Yes ☒ No
 12. CC&R's or other deed restrictions or obligations ☐ Yes ☒ No
 13. Homeowners' Association which has any authority over the subject property ☐ Yes ☒ No
 14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No
 15. Any notices of abatement or citations against the property ☐ Yes ☒ No
 16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to § 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to § 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): I HAVENT LIVED THERE SINCE A CHILD SO I CAN NOT COMMENT ON NOISE

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

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

Seller ☒  Date Aug 5, 2026

Seller ☒ The James Rawls 2022 Revocable Trust dated May 27, 2022 Date _____



III. AGENT'S INSPECTION DISCLOSURE

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

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

- ☐ See attached Agent Visual Inspection Disclosure (AVID Form)
- ☐ Agent notes no items for disclosure.
- ☒ Agent notes the following items: Agent has inspected the subject property and strongly advises the buyer to secure a home inspection from a qualified and insured/bonded home inspector. Additionally, the Agent recommends that the buyer obtain any further reports or inspections deemed necessary to fully assess the safety and condition of the property.

Agent (Broker Representing Seller) NextHome 3SixyFive (Please Print)

By Charlie Bateh Charlie Bateh Date Aug 5, 2026

789C0E0DC5E34C9... (Associate Licensee or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Obtaining the Offer) _____ (Please Print)

By _____ Date _____

(Associate Licensee or Broker Signature)

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.**

Seller ☒ The James Rawls 2022 Revocable Trust dated May 27, 2022 Date Aug 5, 2026

Seller ☒ _____ Date _____

Buyer ☒ _____ Date _____

Buyer _____ Date _____

Agent (Broker Representing Seller) NextHome 3SixyFive (Please Print)

By Charlie Bateh Charlie Bateh Date Aug 5, 2026

789C0E0DC5E34C9... (Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____ (Please Print)

By _____ Date _____

(Associate Licensee or Broker Signature)

§ 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.**A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.**

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TDS REVISED 6/24 (PAGE 3 OF 3)**REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 3 OF 3)**Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Dustin Rawls





SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 6/26)

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

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, WHETHER BY CONTRACT, STATUTE, OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as 1328 Visitacion Avenue, Assessor's Parcel No. 6256-009, situated in San Francisco, County of San Francisco California ("Property").

☐ This property is a duplex, triplex, fourplex, or otherwise has additional dwelling units. A SPQ is required for all units. This SPQ is for ALL units (or ☐ only unit(s) _____).

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

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

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

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

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

4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware..." by checking either "Yes" or "No."

- A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified.
- Explain any "Yes" answers in the space provided or attach additional comments and check **paragraph 19B** is checked and attach additional comments.

5. **DOCUMENTS:** Documents include any reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys, or other documents that pertain to:

- the condition or repair of the Property;
- any improvement on this Property;
- easements, encroachments, or boundary disputes affecting the Property.

These documents include, but are not limited to, any document:

- prepared in the past or present;
- provided during any previous transaction or from a previous owner;
- indicating the condition or proposing recommendations, whether or not Seller acted upon them; and
- whether or not it was provided to the Seller.

- Are you (Seller) aware of any Documents regarding the Property that were prepared before your ownership, whether in your possession or in the possession of others? ☐ Yes ☒ No
- Are you (Seller) aware of any Documents regarding the Property that were prepared for you during your ownership, whether in your possession or in the possession of others? ☐ Yes ☒ No
- Are you (Seller) aware of any Documents regarding the Property that were provided by others during your ownership (such as Documents obtained by potential buyers)? ☐ Yes ☒ No

Note: If yes to any, provide any such documents in your possession to Buyer. Receipt for Reports (C.A.R. Form RFR) may be used to list such documents and explanation can be given to provide context.

If Yes to any, provide explanation: _____

6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** **ARE YOU (SELLER) AWARE OF...**

- Within the last 3 years, the death of an occupant of the Property upon the Property ☐ Yes ☒ No
(Note to Seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)
- An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ☐ Yes ☒ No



Property Address: **1328 Visitacion Avenue, San Francisco, CA 94134**

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

- C. The release of an illegal controlled substance on or beneath the Property ☐ Yes ☒ No
- D. Whether the Property is located in, or adjacent to, an "industrial use" zone ☐ Yes ☒ No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
- E. Whether the Property is affected by a nuisance created by an "industrial use" zone ☐ Yes ☒ No
- F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) ☐ Yes ☒ No
- G. Whether the Property is (i) a condominium or (ii) located in a planned unit development or (iii) other common interest subdivision (see **paragraph 14** for more disclosures)..... ☐ Yes ☒ No
- H. Insurance claims affecting the Property within the past 5 years ☐ Yes ☒ No
- I. Matters affecting title of the Property ☐ Yes ☒ No
- J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 ☐ Yes ☒ No
- K. Any inspection reports on any exterior balconies, stairways, or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums ☐ Yes ☒ No
(See C.A.R. Form WBSA for more information)
- L. Material facts or defects affecting the Property not otherwise disclosed to Buyer ☐ Yes ☒ No

If Yes to any, provide explanation: _____

7. REPAIRS AND ALTERATIONS:

ARE YOU (SELLER) AWARE OF...

- A. Any alterations, modifications, replacements, improvements, remodeling, or material repairs on the Property (including those resulting from Home Warranty claims) ☐ Yes ☐ No
- B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ☐ Yes ☒ No
- C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ☐ Yes ☒ No
- D. Any part of the Property being painted within the past 12 months ☒ Yes ☐ No
- E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank)..... ☒ Yes ☐ No
(1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) ☐ Yes ☒ No
(2) If yes to (1), whether such renovations were done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ☐ Yes ☐ No
- F. Whether you acquired the property within 18 months of accepting an offer to sell it..... ☐ Yes ☒ No
If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property?..... ☐ Yes ☒ No

Note 1: If yes to F(1), Seller shall provide in the Explanation below: (i) a list of such Improvements and (ii) the name and contact information for each contractor who performed services of \$1,000 or more.

Note 2: If yes to F(1), Seller shall provide in the Explanation below (i) a list of those Improvements for which Seller has obtained permits, and Seller shall attach copies of those permits to this SPQ, and (ii) for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements stating that Seller was not provided permits by the third party making the Improvement, and providing the contact information for such third parties from whom the Buyer may obtain those permits.

If Yes to any, provide explanation: _____

remodeled. Replaced all flooring. Replaced all cabinets. Everything in house is brand new. D. Back, exterior of house and full interior of house painted in preparation for sale.

8. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

- A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors, or appliances ☒ Yes ☐ No
- B. The existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR)..... ☐ Yes ☒ No
- C. The existence of a septic system, well, or propane tank (if yes, Seller to provide C.A.R. Form SWPI-Q)..... ☐ Yes ☒ No
- D. The leasing of any of the following on or serving the Property: water softener system, water purifier system, or alarm system ☐ Yes ☒ No
- E. Whether any structure on the Property other than the main improvement is used as a dwelling ☐ Yes ☒ No
(1) If Yes to E, whether there are separate utilities and meters for the dwelling..... ☐ Yes ☐ No
(2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU) ☐ Yes ☐ No

If Yes to any, provide explanation: Central heating added. Roof likely needs to be replaced.

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

- A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ☐ Yes ☒ No
If yes, was federal flood disaster assistance conditioned upon obtaining and maintaining flood insurance on the Property ☐ Yes ☐ No
(NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property, and if such insurance is not maintained, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)



Property Address: **1328 Visitacion Avenue, San Francisco, CA 94134**

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

- B.** Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank..... ☐ Yes ☒ No
- If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

If Yes to any, provide explanation: _____

10. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

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

If Yes to any, provide explanation: _____

11. PETS, ANIMALS, AND PESTS:

ARE YOU (SELLER) AWARE OF...

- A.** Past or present pets on or in the Property ☐ Yes ☒ No
- B.** Past or present problems with livestock, wildlife, insects, or pests on or in the Property ☐ Yes ☒ No
- C.** Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ☐ Yes ☒ No
- D.** Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above ☐ Yes ☒ No
- If so, when and by whom _____

If Yes to any, provide explanation: _____

12. BOUNDARIES, ACCESS, AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

- A.** Surveys, easements, encroachments or boundary disputes ☐ Yes ☒ No
- B.** Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways, or other forms of ingress or egress or other travel or drainage..... ☐ Yes ☒ No
- C.** Use of any neighboring property by you ☐ Yes ☒ No

If Yes to any, provide explanation: _____

13. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

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

If Yes to any, provide explanation: _____

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS (AND ANY OTHER PROPERTIES FOR WHICH ANY PARAGRAPH A-F APPLIES): (IF APPLICABLE)

ARE YOU (SELLER) AWARE OF...

- A.** Property being: (i) a condominium; (ii) being located in a planned unit development or; (iii) being located in a common interest subdivision..... ☐ Yes ☒ No
- B.** Any Homeowners' Association (HOA) which has any authority over the subject property..... ☐ Yes ☒ No
- C.** Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No
- D.** CC&R's or other deed restrictions or obligations ☐ Yes ☒ No
- E.** Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property ☐ Yes ☒ No
- F.** CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property ☐ Yes ☒ No

SPQ REVISED 6/26 (PAGE 3 OF 5)

Buyer's Initials **X** _____ / _____

Seller's Initials **X** **DR** / **X** _____

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 5)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Dustin Rawls



Property Address: **1328 Visitacion Avenue, San Francisco, CA 94134**

If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

- (1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement ☐ Yes ☒ No
- (2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee ☐ Yes ☒ No

If Yes to any, provide explanation: _____

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

- A. Other than the Seller signing this form, any other person or entity with an ownership interest ☐ Yes ☒ No
- B. Leases, options, or claims affecting or relating to title or use of the Property ☐ Yes ☒ No
- C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association, or neighborhood ☐ Yes ☒ No
- D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property..... ☒ Yes ☐ No
- E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not ☐ Yes ☒ No
- F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest-based groups, or any other person or entity. ☐ Yes ☒ No
- G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel, or material repair of the Property ☐ Yes ☒ No
- H. The cost of any alteration, modification, replacement, improvement, remodel, or material repair of the Property being paid by an assessment on the Property tax bill ☐ Yes ☒ No

If Yes to any, provide explanation: _____

16. NEIGHBORS/NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

- A. Neighborhood noise, nuisance, or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife ☐ Yes ☒ No
- B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property ☐ Yes ☒ No

If Yes to any, provide explanation: _____

17. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ☐ Yes ☒ No
- B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions, or retrofit requirements that apply to or could affect the Property ☐ Yes ☒ No
- C. Existing or contemplated building or use moratoria that apply to or could affect the Property ☐ Yes ☒ No
- D. Any state or local requirements or restrictions relating to the future replacement of existing gas-powered appliances that are being transferred with the property. Gas-powered appliances include, but are not limited to, appliances fueled by natural gas or liquid propane ☐ Yes ☒ No
- E. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ☐ Yes ☒ No
- F. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways, and traffic signals ☐ Yes ☒ No
- G. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal, or cutting or (iii) that flammable materials be removed ☐ Yes ☒ No
- H. Any protected habitat for plants, trees, animals, or insects that apply to or could affect the Property..... ☐ Yes ☒ No
- I. Whether the Property is historically designated or falls within an existing or proposed Historic District ☐ Yes ☒ No
- J. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ☐ Yes ☒ No
- K. Any differences between the name of the city in the postal/mailling address and the city which has jurisdiction over the property ☐ Yes ☒ No

If Yes to any, provide explanation: _____

18. OTHER:

ARE YOU (SELLER) AWARE OF...

- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present ☐ Yes ☒ No
- B. Any residue, which may be indicated by smell or test results, from smoking tobacco or nicotine products, which includes the use of an electronic cigarette or vape device..... ☐ Yes ☒ No
- C. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth ☐ Yes ☒ No
- D. Whether the Property was originally constructed as a Manufactured or Mobile home ☐ Yes ☒ No



Property Address: 1328 Visitacion Avenue, San Francisco, CA 94134

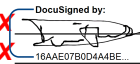
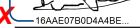
If this Property is a duplex, triplex, fourplex, or otherwise has additional dwelling units this SPQ is for unit # _____.

- E. Whether the Property is tenant occupied ☐ Yes ☒ No
 If Yes, do you have photographs from the beginning of the tenancy (if in your possession, provide along with any other move-in reports created at the beginning of the tenancy)..... ☐ Yes ☐ No
- F. Whether the Property was previously tenant occupied even if vacant now ☐ Yes ☒ No
 If yes, disclose if you know the method or manner of how the tenancy ended. _____
 If Yes to any, provide explanation: _____

19. MATERIAL FACTS:

- A. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ☐ Yes ☒ No
- B. ☐ (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.
 If Yes to any, provide explanation: _____

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

Seller  The James Rawls 2022 Revocable Trust dated Date Aug 5, 2026
 Seller  _____ Date _____

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

Buyer  _____ Date _____
 Buyer _____ Date _____

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HOMEOWNER'S GUIDE TO EARTHQUAKE SAFETY

Residential Earthquake Risk Disclosure Statement (2020 Edition)Name The James Rawls 2022 Revocable Trust dated May 27, 2022 Assessor's Parcel No. 6256-009Street Address 1328 Visitacion Avenue Year Built 1942City San Francisco County San Francisco Zip Code 94134

Answer these questions to the best of your knowledge. If any of the questions are answered "No," your home is likely to have an elevated/disclosable earthquake risk. If you do not have actual knowledge as to whether these risks exist, answer "Don't Know." Questions answered "Don't Know" may indicate a need for further evaluation. If your home does not have the feature, answer "Doesn't Apply." If you corrected one or more of these risks, describe the work on a separate page. The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.

	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced to resist falling during an earthquake?	☒	☐	☐	☐	14
2. Is your home bolted to its foundation?	☒	☐	☐	☐	15
3. If your home has crawl space (cripple) walls:	☒	☐	☐	☐	
a. Are the exterior crawl space (cripple) walls braced?	☐	☐	☐	☒	17
b. If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	☐	☐	☐	☒	18
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	☐	☐	☐	☒	19
5. If your home is on a hillside:	☐	☐	☒	☐	
a. Are the exterior tall foundation walls braced?	☐	☐	☐	☒	20
b. Are the tall posts or columns either built to resist earthquakes or have they been strengthened?	☐	☐	☐	☒	20
6. If the exterior walls of your home are made of unreinforced masonry, either completely or partially, have they been strengthened?	☐	☐	☐	☒	21
7. If your home has a room over the garage, is the wall around the garage door opening built to resist earthquakes or has it been strengthened?	☐	☐	☒	☐	22
8. Is your home outside an Alquist-Priolo Earthquake Fault Zone (an area immediately surrounding known active earthquake faults)?	<i>To be reported on the Natural Hazard Disclosure Statement</i>				
9. Is your home outside a Seismic Hazard Zone (an area identified as susceptible to liquefaction or a landslide)?	<i>To be reported on the Natural Hazard Disclosure Statement</i>				

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

EXECUTED BY

DocuSigned by:

Seller The James Rawls 2022 Revocable Trust dated

Seller

Aug 5, 2026

Date

I acknowledge receipt of the Homeowner's Guide to Earthquake Safety and this Disclosure Statement, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if the seller has indicated a lack of knowledge, there may be one or more earthquake risks in this home.

Buyer

Buyer

Date

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



DISCLOSURE INFORMATION ADVISORY

(FOR SELLERS)

(C.A.R. Form DIA, Revised 12/25)

1. **INTRODUCTION:** All sellers in California are required to provide various disclosures in real property transactions. Among the disclosure requirements, sellers have an affirmative duty to disclose to buyers all material conditions, defects and/or issues known to them that might impact the value or desirability of the Property. Failing to provide those disclosures may lead to a claim or a lawsuit against you which can be very costly and time consuming. As a seller, you may be required to fill out one or more of the following: Real Estate Transfer Disclosure Statement ("TDS"); Seller Property Questionnaire ("SPQ"); Exempt Seller Disclosure ("ESD") (collectively, or individually, "Disclosure Forms"). Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **PREPARING TO COMPLETE YOUR DISCLOSURE OBLIGATIONS:**
 - A. Read and carefully review all questions in the Disclosure Form(s) to make sure that you understand the full extent of the information that is being requested in each question.
 - B. While a seller does not have the duty to investigate or discover unknown issues, you may have received disclosures either from the previous owner at the time of purchase or from a previous buyer who cancelled. Information about the Property may have been revealed if you posted or recorded information and material facts about the Property online (social media, blogs, personal websites, Facebook, advertisements, etc.) or received documents or correspondence from an Homeowners' Association ("HOA").
 - C. Use any known and available documentation to refresh your memory of past and current issues, conditions, and/or problems, and then provide a copy of that paperwork with your fully completed Disclosure Forms. A seller does not have to find lost documents or speculate about what was in the documents they cannot remember. But if the documents are known and available to you, you should use them to assist you in completing the Disclosures forms.
 - D. Allow yourself plenty of time to fully complete the Disclosure Forms.
 - E. Your knowledge may be based upon what you have been told orally (e.g., in a conversation with a neighbor) or received in writing (such as a repair estimate, report, invoice, an appraisal, or sources as informal as neighborhood or HOA newsletters). Keep in mind that if a neighbor told you something, they are likely to tell the new owner the same information after the transaction closes.
 - F. If you are unsure about whether something is important enough to be disclosed, you should probably disclose it. If you don't want to disclose a piece of information about the Property, think about your reasoning for why you do not want to disclose this information. If the answer is because you think a buyer will not want to buy the Property or will want to purchase at a lower price, that is exactly the reason why the fact ought to be disclosed; it materially affects the value or desirability of the Property.
3. **INSTRUCTIONS FOR COMPLETING ALL DISCLOSURE FORMS:**
 - A. **DO NOT** leave any questions blank or unanswered unless the section is not applicable. Answer all questions and provide all documents, information and explanations to every "Yes" response in the blank lines or in an addendum to the Disclosure Form.
 - B. Many questions on the Disclosure Forms ask if you "are aware" of a particular condition, fact, or item. If you do not know the answer to any question, then you are "not aware" and should answer that question "No."
 - C. The Disclosure Forms are designed to get sellers to provide buyers with as much information as possible, and thus many of the questions on these forms may list multiple issues, conditions, or problems and/or may have subparts. It is important to address each aspect of each question and to provide precise details so that Buyers will understand the "who, what, where, when and how."
 - D. The Disclosure Forms are written using very broad language. You should not limit the information, documents, and/or explanations that you provide Buyers.
 - E. Be specific and provide facts for each response. Do not let subjective beliefs limit, qualify, or downplay your disclosures. Avoid words such as "never," "minor," "insignificant," "small" or "infrequent", as these terms may reflect your opinion but that opinion may not be shared by Buyers, professionals, or others. Do not speculate as to what you guess the issue is, or assume something is true without actual knowledge. State your disclosures only to the extent of what you actually know.
 - F. Consider all issues, conditions, or problems that impact your Property, even those that are not necessarily on your Property but that are related to a neighbor's property (such as shared fences, lot-line debates) or that exist in the neighborhood (such as noise, smells, disputes with neighbors, or other nuisances).



- G. Even if you have learned to live with an issue, condition, or problem, disclose it.
- H. Even if you believe that an issue, condition, or problem has been repaired, resolved, or stopped, disclose the issue and what has been done, but do not speculate, predict, or guarantee the quality or effectiveness of the repair or resolution.
- I. If there is conflicting information, data, and/or documents regarding any issue, condition or problem, disclose and identify everything.
- J. Do not assume that you know the answer to all questions. For example, unless you personally obtained or received copies of permits, do not assume that anyone who did work on the Property obtained permits.
- K. If you are relying on written or oral information you received from someone else, even if you disagree with that information or are unsure about its truth, disclose and identify the source of that information.

4. COMPLETING SPECIFIC TYPES OF DISCLOSURE DOCUMENTS:

REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS") (Civil Code Section 1102.6)

Section I allows sellers to incorporate and provide reports and disclosures that relate to the information requested in that Disclosure Form. Providing those "Substituted Disclosures" does not eliminate your responsibility to fully and completely disclose all information known by you that is requested in the TDS. **For the TDS to be complete, one of the three boxes provided in Section I must be checked. If no Substituted Disclosures are being provided, Seller should check the box that indicates "No substituted disclosures for this transfer."**

Section II A asks you to check a series of boxes to indicate what appliances, fixtures, and other items exist on the property and asks whether any of those existing items are "not in operating condition", a term which is not defined. Consider whether the checked appliances, fixtures and items fully function as if they were new and if not, disclose any issues, limitations or problems. The TDS is not a contract, and it does not control which items must remain with the property after close of escrow. The purchase agreement determines which items must remain. However, you should be careful not to represent that the property has an amenity that the property actually does not have, so do not assume that feature is there (i.e. sewer or central air conditioning), and only check the box if you know it is a part of the property.

Section II B asks if you are aware of any significant defects/malfunctions in certain identified areas of the property. There is no definition for "significant defects/malfunctions". Do not assume this terminology limits what you need to disclose. If you check any of the boxes, please provide as much information as possible regarding the issues, conditions, or problems that you know about the checked areas.

Section II C asks sixteen questions regarding the Property and the surrounding areas. These questions are written very broadly and contain multiple issues, conditions, and/or problems. Make sure that you respond as to each issue, condition or problem. If you respond "Yes" to any question, you should provide as much information as possible about the issue. If you are answering any of these questions "No" because you lack familiarity with the Property or the topic of any question, then you can explain the reasons, such as that you have not seen the Property in a long time or at all. This may help the buyers to understand that your "No" answer reflects the lack of awareness of the item, not that you are representing that the problem, condition or issue does not exist.

Question 16 in section II C refers to various code sections which part of a law are concerning construction defects that is widely known as SB 800 or Title 7. This law (Civil Code Sections 895-945.5) applies to residential real property built by a "Builder" and sold for the first time on or after January 1, 2003. If you have any questions about the applicability to the Property of any of the laws referenced in Question 16, or how you should answer this question, your Listing Agent recommends that you consult with a qualified California real estate attorney for advice. Your Listing Agent cannot and will not give you legal advice on these matters.

SELLER PROPERTY QUESTIONNAIRE

The C.A.R. Residential Purchase Agreement requires Sellers to complete an SPQ for any transaction that requires a TDS because the **TDS** does not include questions regarding everything that sellers need to disclose to buyers. One example of a question not covered in the TDS but that is on the SPQ is whether there has been a death on the Property within the last 3 years (Civil Code Section 1710.2). Another example is the requirement that sellers of single family residences built prior to January 1, 1994 (and other properties built before that date) must disclose if the Property has any noncompliant plumbing fixtures (Civil Code Sections 1101.4 and 1101.5). This includes: 1. Any toilet that uses more than 1.6 GPF; 2. Any showerhead that has a flow capacity of more than 2.5 GPM and 3. Any interior faucet that emits more than 2.2 GPM. The SPQ should be used in conjunction with the TDS to help the seller carry out the obligation to disclose known material facts and defects affecting the value or desirability of the Property. One of the questions on the SPQ (and ESD, see next section) addresses the seller's obligation to provide to the buyer any relevant documents, including reports, whether past or current, in the seller's possession.



EXEMPT SELLER DISCLOSURE ("ESD")

Some sellers of real property may be legally exempt from completing the TDS. For example, probate and bankruptcy court sales and sales by governmental entities are exempt from the obligation to provide a TDS. Some property that is owned by a trust which has trustee(s) acting in the capacity of a seller may also be exempt; but not all trustee(s) are exempt. If a qualified California real estate attorney has advised you that you are exempt from completing the TDS, then you may choose not to complete that form or any supplement to the TDS, but you may still be required to complete the ESD. Being exempt from completing certain Disclosure Forms does not completely eliminate those disclosure obligations that apply to all sellers under federal, state or local laws, ordinances or regulations and/or by contractual agreement with the buyer. The seller is still obligated to disclose all known material facts that may affect the value of the property. Further, the C.A.R. Residential Purchase Agreement requires those sellers who are exempt from the TDS to fill out the ESD or SPQ. If using the ESD, pay particular attention to the "catch all" question, which asks you to disclose your awareness of any other material facts or defects affecting the property. If you have significant information about the property, you should consider using the SPQ to help flesh out the requirement to disclose all material facts.

5. FINAL RECOMMENDATIONS:

It is important that you fully complete any legally or contractually required Disclosure Forms. To that end, the real estate Broker, and, if different, the real estate licensee, who listed the property for sale ("Listing Broker") strongly recommend that you consider the following points when completing your Disclosure Forms:

- If you are aware of any planned or possible changes to your neighbor's property (such as an addition), or changes in the neighborhood (such as new construction or road changes) that may affect traffic, views, noise levels or other issues, conditions, or problems, disclose those plans or proposed changes even if you are not certain whether the change(s) will ever occur.
- Disclose any lawsuits, whether filed in the past, presently filed, or expected to be filed, regarding the property or the neighborhood (such as an HOA dispute), even if you believe the case has been resolved. Provide as much detail as possible about any lawsuit, including the name of the case and the County where the case was filed.
- If any disclosure that you have made becomes inadequate, incomplete, or inaccurate, or if changes occur over time, including right up until the close of escrow, you should update and correct your Disclosure Forms in a timely fashion.
- If you have any questions about the applicability of any law to the Property, your Listing Broker recommends that you consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you if any law is applicable to the Property.
- If you need help regarding what information to disclose, how to disclose it, or what changes need to be made to your Disclosure Forms, consult a qualified California real estate attorney. Your Listing Broker cannot and will not tell you what to disclose, how to disclose it, or what changes need to be made to your answers.
- While limited exceptions may exist, such as questions that may impact fair housing and discrimination laws, generally speaking, **when in doubt, the best answer to the question: "Do I need to disclose ...?" is almost always "YES, disclose it."**

By signing below, Seller acknowledges that they have received a copy of this Disclosure Information Advisory, and they have read and understand its terms.

Seller  Date Aug 17, 2026
 Seller _____ Date _____

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DIA REVISED 12/25 (PAGE 3 OF 3)

DISCLOSURE INFORMATION ADVISORY (DIA PAGE 3 OF 3)

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Dustin Rawls





MARKET CONDITIONS ADVISORY
(C.A.R. Form MCA, Revised 6/24)

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) if the property does not appraise at a certain value ; (iii) if the Buyer is dissatisfied with the property's condition after an inspection; (iv) if an insurance policy cannot be obtained for an acceptable cost; or (v) for any other contingency within the purchase agreement. 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.
 - (3) **INVESTIGATION 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 investigation contingency. However, even if you make an offer without an investigation 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.



- (4) **INSURANCE CONTINGENCY:** If you cannot obtain insurance or disapprove of the cost, and 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 insurance contingency.

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.

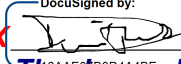
D. MULTIPLE OFFERS: At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time, or it could also occur in a hot market when the Buyer is having difficulty getting an offer accepted. 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. Additionally, if any offer is accepted without contingencies, and the buyer does not perform, there can be a breach. 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 created for this purpose, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract. This claim may even be possible when the Buyer has all the standard contingencies remaining in the contract, as the Seller could argue that a cancellation for this reason would not fall under the good faith exercise of any of those contingencies.

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 **X** _____ Date _____

Buyer _____ Date _____

Seller **X**  _____ Date Aug 17, 2026

Seller **X** _____ Date _____

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MCA REVISED 6/24 (PAGE 2 OF 2)



MARKET CONDITIONS ADVISORY (MCA PAGE 2 OF 2)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Dustin Rawls



BUYER INVESTIGATION WAIVER

(This form is intended for use between a buyer and buyer's broker.)
(C.A.R. Form BIW, Revised 6/25)

Property Address: 1328 Visitacion Avenue, San Francisco, CA 94134 ("Property").

This form does not alter the legal or contractual relationship between a buyer and seller.

1. **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 of their findings and recommendations, and (ii) you should not rely solely on reports 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.
2. **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.
3. **WAIVERS:**
 - A. **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 obtained by Seller or a previous buyer. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
 _____ / _____ Buyer has decided not to obtain a general home inspection at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain a general home inspection.
 - B. **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.
 - C. **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. **WAIVERS OF ADDITIONAL INVESTIGATIONS RECOMMENDED BY OTHER REPORTS:**
 - A. Buyer has received the following Report(s) that recommend that Buyer obtain additional Investigations:

☐ General Home Inspection Report, prepared by _____	dated _____
☐ Wood Destroying Pest and Organism Report, prepared by _____	dated _____
☐ Other Inspection Report, prepared by _____	dated _____
☐ Other Inspection Report, prepared by _____	dated _____
☐ Other Inspection Report, prepared by _____	dated _____
 - B. 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, investigations, or reports 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, investigations, or reports.

Buyer represents and agrees that Buyer has independently considered the above, and all other Investigation options, has read all written reports provided by professionals and discussed the results with the professional who conducted the Investigation. Buyer further agrees that unless Buyer makes a subsequent election in writing during Buyer's Investigation period, if any, Buyer waives the right to conduct the Investigation(s) above.

Buyer ☒ _____ Date _____

Buyer _____ Date _____

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BIW Revised 6/25 (PAGE 1 OF 1)



BUYER INVESTIGATION WAIVER (BIW PAGE 1 OF 1)



**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For
Pre-1978 Housing Sales, Leases, or Rentals**
(C.A.R. Form LPD, Revised 6/26)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR
☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Other: _____,
 dated _____, on property known as: 1328 Visitacion Avenue, San Francisco, CA 94134 ("Property")
 in which _____ is referred to as Buyer or Tenant
 and The James Rawls 2022 Revocable Trust dated May 27, 2022 is referred to as Seller or Housing Provider.
 Buyer/Tenant and Seller/Housing Provider are referred to as the "Parties."

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

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

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

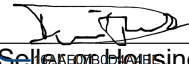
1. SELLER'S OR HOUSING PROVIDER'S DISCLOSURE:

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

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

- C. I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."
 For Sales Transactions Only: Buyer has **10 days** unless otherwise agreed in the real estate contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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

☒  Aug 17, 2026
 Seller or Housing Provider The James Rawls 2022 Revocable Trust dated May 27, 2022 Date
☒ _____
 Seller or Housing Provider Date



Property Address: 1328 Visitacion Avenue, San Francisco, CA 94134Date August 17, 2026**2. LISTING AGENT'S ACKNOWLEDGMENT:**

Seller or Housing Provider's Agent has informed Seller or Housing Provider of Seller's or Housing Provider'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.

NextHome 3SixtyFive

Agent (Broker representing Seller or Housing Provider)
(Please print)

Signed by: Charlie Bateh
By Charlie Bateh
Associate-Licensee or Broker Signature
Charlie Bateh

Aug 17, 2026

Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT:

- A. (1) I (we) have received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed, if any, in **paragraph 1B** above
OR (2) (if initialed) _____ / _____ I have not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing that are identified in **paragraph 1B** above..
- B. I have received 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."
- C. **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.**
- D. **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.

X

Buyer or Tenant

Date

Buyer or Tenant

Date

4. BUYER OR TENANT AGENT'S ACKNOWLEDGMENT:

Buyer or Tenant's Agent has informed Seller or Housing Provider, through the Listing Agent if the property is listed, of Seller's or Housing Provider'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)
(Please print)

By

Associate-Licensee or Broker Signature

Date

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LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (LPD PAGE 2 OF 2)Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Dustin Rawls





MEGAN'S LAW DATA BASE DISCLOSURE
Regarding Registered Sex Offenders
 (C.A.R. Form DBD, Revised 6/23)

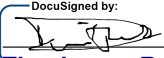
The following terms and conditions are hereby incorporated in and made a part of the ☐ Residential Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement OR, ☐ other _____, dated _____, on property known as: 1328 Visitacion Avenue, San Francisco, CA 94134, in which _____ is referred to as Buyer/Tenant and The James Rawls 2022 Revocable Trust dated May 27, 2022 is referred to as Seller/Housing Provider.

Notice: Pursuant to § 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.

(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 investigation contingency period. Brokers do not have expertise in this area.)

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider  _____ Date Aug 17, 2026
The James Rawls 2022 Revocable Trust dated May 27, 2022

Seller/Housing Provider _____ Date _____

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DBD REVISED 6/23 (PAGE 1 OF 1)

MEGAN'S LAW DATA BASE DISCLOSURE (DBD PAGE 1 OF 1)

ReMax Sky, 9040 Telegraph Road #204 Downey CA 90240
 Charlie Batch

Phone: (714)880-4226 Fax: _____
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Dustin Rawls

I found the booklet, *The Homeowner's Guide to Environmental Hazards and Earthquake Safety*(with gas shut-off valve update) which includes the *Federal Lead* booklet and *Toxic Mold Update*:

- ☒ Helpful
 ☐ Clearly written
☐ Too detailed
 ☐ Confusing
☐ Not detailed enough
- ☐ The booklet helped me to locate earthquake weaknesses in my home.
☐ I have strengthened my home to resist earthquakes.
☐ I plan to fix my home's earthquake weaknesses.
☐ The booklet helped me find out that my home did not have any earthquake weaknesses.

The year my home was built was 1942.

Comments: _____

We Want To Hear From You!

California Seismic Safety Commission
 1900 K Street, Suite 100
 Sacramento, California 95814-4186

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety(with gas shut-off valve update)which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: **1328 Visitacion Avenue, San Francisco, CA 94134**

Date _____	Time _____	_____	_____
		(Buyer's signature)	(printed name)
Date _____	Time _____	_____	_____
		(Buyer's signature)	(printed name)
Date _____		_____	_____
		(Buyer's Agent's signature)	(Broker's name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

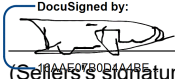
ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS

California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

Revised 09/10 Official C.A.R.* Publication 09/10

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety(with gas shut-off valve update)which includes the Federal Lead booklet and Toxic Mold Update, and Home Energy Rating booklet.

Property Address: **1328 Visitacion Avenue, San Francisco, CA 94134**

Date Aug 17, 2026	Time _____		<u>The James Rawls 2022 Revocable Trust dated May 27, 2022</u>
		(Seller's signature)	(printed name)
Date _____	Time _____	_____	_____
		(Seller's signature)	(printed name)
Date Aug 17, 2026			<u>NextHome 3SixtyFive</u>
		(Seller's Agent's signature)	(Broker's name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement.)

ALL SIGNERS SHOULD RETAIN A COPY OF THIS PAGE FOR THEIR RECORDS

California Civil Code Section 2079.10 states that if the HERS booklet is provided to the Buyer by the Seller or Broker, then this booklet is deemed to be adequate to inform the home buyer about the existence of California Home Energy Rating Program.

Revised 09/10 Official C.A.R.* Publication 09/10



SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA)
(Use a separate form for each Transferor)
(C.A.R. Form AS, Reviewed 6/25)

1. GENERAL INFORMATION REGARDING FIRPTA AND SELLER'S AFFIDAVIT OF NON-FOREIGN STATUS:

Internal Revenue Code ("IRC") §1445 provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a "foreign person." In order to avoid withholding, IRC §1445 (b) requires that the Seller (a) provides an affidavit to the Buyer with the Seller's taxpayer identification number ("TIN"), or (b) provides a proper affidavit, (such as this form) including Seller's TIN, to a "qualified substitute" who furnishes a statement to the Buyer under penalty of perjury that the qualified substitute has such affidavit in their possession. A qualified substitute may be (i) an attorney, title company, or escrow company responsible for closing the transaction, or (ii) the Buyer's agent (but not the Seller's agent).

2. SELLER'S INFORMATION:

1328 Visitacion Avenue

A. PROPERTY ADDRESS (property being transferred): San Francisco, CA 94134 ("Property")

B. TRANSFEROR'S NAME: The James Rawls 2022 Revocable Trust Dated May 27, 2022 ("Transferor")

C. AUTHORITY TO SIGN: If this document is signed on behalf of an Entity Transferor, THE UNDERSIGNED INDIVIDUAL DECLARES THAT HE/SHE HAS AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.

3. EXEMPTION CLAIMED: I, the undersigned, declare under penalty of perjury that, for the reason checked below, if any, I am exempt (or if signed on behalf of an Entity Transferor, the Entity is exempt) from the federal withholding law (FIRPTA):

A. ☐ (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.

B. ☒ (For corporation, partnership, limited liability company, trust, and estate transferor) The transferor is not a foreign corporation, foreign partnership, foreign limited liability company, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.

4. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:

A. TRANSFEROR'S USE OF QUALIFIED SUBSTITUTE (TITLE OR ESCROW) TO SATISFY FIRPTA

(1) A Qualified Substitute shall be used in this transaction to satisfy the requirements under Internal Revenue Code § 1445. Seller shall provide a completed affidavit to the Qualified Substitute, who will furnish a statement (C.A.R. Form QS) to the Buyer stating, under penalty of perjury that the Qualified Substitute (i) has the Seller's affidavit; (ii) the affidavit is complete; and (iii) the Seller states in the affidavit that no withholding is required because an exemption is claimed.

(2) Qualified Substitute may require Seller to complete and provide to Qualified Substitute the information in paragraph 5. If so, that information should be completed after this form is provided to Buyer. Qualified Substitute and Seller's Broker shall NOT provide the information in paragraph 5 to Buyer.

B. ☐ **TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER:** If this paragraph is checked, Seller shall complete the information in 5 below and provide a completed form to Buyer.

5. SELLER INFORMATION (NOTE: DO NOT PROVIDE THE INFORMATION IN 5 BELOW TO BUYER UNLESS 4B IS CHECKED)

A. Social Security No., or Federal Employer Identification No. (TIN) _____

B. Address _____
 (Use HOME address for individual transferors. Use OFFICE address for an "Entity" i.e.: corporations, partnerships, limited liability companies, trusts, and estates.)

C. Telephone Number _____

6. CALIFORNIA WITHHOLDING: Seller agrees to provide escrow with necessary information to comply with California Withholding Law, Revenue and Taxation Code, §18662

I understand that this affidavit may be disclosed to the Internal Revenue Service by the transferee, and that any false statement I have made herein may result in a fine, imprisonment or both.

By [Signature] Date Aug 17, 2026

(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust).

Dustin Rawls

Trustee

Typed or printed name

Title (If signed on behalf of Entity Transferor)

Buyer's unauthorized use of disclosure of Seller's TIN could result in civil or criminal liability.

Buyer ☒ _____ Date _____

(Buyer acknowledges receipt of a Copy of this Seller's Affidavit).

Buyer _____ Date _____

(Buyer acknowledges receipt of a Copy of this Seller's Affidavit).

IMPORTANT NOTICE: An Affidavit should be signed by each individual or entity Transferor to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to you or to a particular transaction, or about the definition of any of the terms used, should be referred to a qualified California real estate attorney, certified public accountant, or other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board.



SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 1 OF 2)

For further information on federal guidelines, see C.A.R. Legal Q & A "*Federal Withholding: The Foreign Investment in Real Property Tax Act*," and/or IRS Publication 515 or 519. For further information on state guidelines, see C.A.R. Legal Q & A "*California Nonresident Withholding*," and/or California FTB Pub. 1016.

FEDERAL GUIDELINES

FOREIGN PERSONS DEFINED. The following general information is provided to assist sellers in determining whether they are "foreign persons" for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC §1445. FIRPTA requires a buyer to withhold and send to the IRS 15% of the gross sales price of a United States (U.S.) real property interest if the seller is a foreign person. Certain restrictions and limitations apply. No withholding is required for a seller who is a U.S. person (that is, not a foreign person). In order for an individual to be a U.S. person, he/she must be either a U.S. citizen or a U.S. resident alien. The test must be applied separately to each seller in transactions involving more than one seller. Even if the seller is a foreign person, withholding will not be required in every circumstance.

NONRESIDENT ALIEN INDIVIDUAL. An individual whose residence is not within the U.S. and who is not a U.S. citizen is a nonresident alien. The term includes a nonresident alien fiduciary. An alien actually present in the U.S. who is not just staying temporarily (i.e., not a mere transient or sojourner), is a U.S. resident for income tax purposes. An alien is considered a U.S. resident and not subject to withholding under FIRPTA if the alien meets either the **green card test** or the **substantial presence test** for the calendar year.

GREEN CARD TEST. An alien is a U.S. resident if the individual was a lawful permanent resident of the U.S. at any time during the calendar year. This is known as the "green card test."

SUBSTANTIAL PRESENCE TEST. An alien is considered a U.S. resident if the individual meets the substantial presence test for the calendar year. Under this test, the individual must be physically present in the U.S. on at least: (1) 31 days during the current calendar year; and (2) 183 days during the current year and the two preceding years, counting all the days of physical presence in the current year but only 1/3 the number of days present in the first preceding year, and 1/6 the number of days present in the second preceding year.

DAYS OF PRESENCE IN THE U.S. TEST. Generally, a person is treated as physically present in the country at any time during the day. However, if a person regularly commutes to work in the U.S. from a residence in Canada or Mexico or is in transit between two points outside the U.S. and is physically present in the country for less than 24 hours, he/she is not treated as present in the U.S. on any day during the transit or commute. In addition, the individual is not treated as present in the U.S. on any day during which he/she is unable to leave the U.S. because of a medical condition which arose while in the U.S.

EXEMPT INDIVIDUAL. For the substantial presence test, do not count days for which a person is an exempt individual. An exempt individual is anyone in the following categories:

- 1) An individual temporarily present in the U.S. because of (a) full-time diplomatic or consular status, (b) full-time employment with an international organization or (c) an immediate family member of a person described in (a) or (b).
- 2) A teacher or trainee temporarily present in the U.S. under a "J" visa (other than as a student) who substantially complies with the requirements of the visa. An individual will not be exempt under this category for a calendar year if he/she was exempt as a teacher or trainee or as a student for any two calendar years during the preceding six calendar years.
- 3) A student temporarily present in the U.S. under an "F" or "J" visa who substantially complies with the requirements of the visa. Generally, a person will not be exempt as a student for any calendar year after the fifth calendar year for which he/she was exempt as a student, teacher or trainee. However, the individual may continue to be exempt as a student beyond the fifth year if he/she is in compliance with the terms of the student visa and does not intend to permanently reside in the U.S.

CLOSER CONNECTION TO A FOREIGN COUNTRY. Even if an individual would otherwise meet the substantial presence test, that person is not treated as meeting the test for the current calendar year if he/she:

- 1) Is present in the U.S. on fewer than 183 days during the current year, and has a tax home in a foreign country and has a closer connection to that country than to the U.S.
- 2) **SPECIAL RULES.** It is possible to be both a nonresident alien and a resident alien during the same tax year. Usually this occurs for the year a person arrives in or departs from the U.S. Other special provisions apply to individuals who were U.S. residents for at least three years, cease to be U.S. residents, and then become U.S. residents again.

NONRESIDENT ALIEN INDIVIDUALS MARRIED TO U.S. CITIZENS OR RESIDENT ALIENS may choose to be treated as resident aliens for most income tax purposes. However, these individuals are considered **nonresidents** for purposes of withholding taxes.

A FOREIGN PERSON OR PARTNERSHIP is one that does not fit the definition of a domestic corporation or partnership. A domestic corporation or partnership is one that was created or organized in the U.S., or under the laws of the U.S., or of any U.S. state or territory.

GUAM AND U.S. VIRGIN ISLANDS CORPORATIONS. A corporation created or organized in or under the laws of Guam or the U.S. Virgin Islands is not considered a foreign corporation for the purpose of withholding tax for the tax year if:

- 1) at all times during the tax year, less than 25% in value of the corporation's stock is owned, directly or indirectly, by foreign persons, and
- 2) at least 20% of the corporation's gross income is derived from sources within Guam or at least 65% of the corporation's income is effectively connected with the conduct of a trade or business in the U.S. Virgin Islands or the U.S. for the 3-year period ending with the close of the preceding tax year of the corporation, or the period the corporation has been in existence if less.

A NONRESIDENT ALIEN TRUSTEE, ADMINISTRATOR OR EXECUTOR of a trust or an estate is treated as a nonresident alien, even though all the beneficiaries of the trust or estate are citizens or residents of the U.S.

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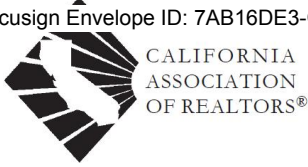
AS REVIEWED 6/25 (PAGE 1 OF 1)



SELLER'S AFFIDAVIT OF NONFOREIGN STATUS AND CALIFORNIA WITHHOLDING (AS PAGE 2 OF 2)

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Dustin Rawls



TRUST ADVISORY
For Properties Being Sold by the Trustee of a Trust
 (C.A.R. Form TA, Reviewed 6/25)

Property is being held in a revocable or irrevocable trust for the benefit of those persons or entities named as beneficiaries in the trust. For the purpose of the sale of Property, the trustee of the trust is treated as the Seller. Even if Seller is exempt from some obligations, Seller must still comply with many others. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the contract between them. **If Property is placed in a trust, any trustee must complete a TDS and other disclosures that would be required of other owners if: (i) any such trustee is a natural person AND (ii) the trust is a revocable trust, AND (iii) the trustee either is the former owner of Property or was an occupant in possession of Property within the preceding year. The disclosures are required of any trustee who meets the above requirements even if other trustees do not.**

1. SELLER MAY BE EXEMPT FROM THE FOLLOWING:

- A. (1) Disclosure Statements:** Seller, unless specified in **paragraph 1A(2)**, does not have to complete, sign and provide Buyer with a Real Estate Transfer Disclosure Statement or Natural Hazard Disclosure Statement (C.A.R. Forms TDS and NHD). **Seller remains obligated to make the disclosures and comply with the items specified in Paragraph 1.**
- (2)** If Property has been placed in a trust, the trustee(s) of the trust is considered the Seller for the purpose of complying with disclosure laws. Seller must complete, sign and provide Buyer with a TDS if (i) the Seller is a natural person, AND (ii) the trust is a revocable trust, AND (iii) the trustee is either a former owner of the Property or was an occupant in possession of the Property within the preceding year.
- B. Other Exemptions:** Unless **paragraph 1A(2)** applies, Seller is exempt from providing Buyer with a Mello- Roos district lien disclosure, an Improvement Bond Act of 1915 notice, a Supplemental Property Tax notice, a Notice of Private Transfer Fee pursuant to California Civil Code § 1102 et seq. and completing and providing either a Homeowner's or Commercial Property Owners Guide to Earthquake Safety, including any corresponding form.
- C. Exempt Seller Disclosures:** Even exempt Sellers have statutory or contractual obligations to make certain disclosures and may, or are required by contract to, use an Exempt Seller Disclosure (C.A.R. Form ESD) and is strongly encouraged to do so.

2. SELLER MUST COMPLY WITH THE FOLLOWING:

- A. Known Material Fact Disclosures:** Seller is obligated to disclose known material facts affecting the value and desirability of the Property even if the specific Real Estate Transfer Disclosure Statement Form is not required to be completed.
- B. Hazard Zones:** Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States.
- C. Smoke Alarms:** The sale is not exempt from the State requirements that, for residential one to four units, operable smoke alarms (smoke detectors) be in place. It is negotiable between Buyer and Seller who is to pay for the cost of compliance.
- D. Water Heaters:** The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped and that Seller provide a written statement of compliance to Buyer.
- E. Lead-based Paint:** The Seller is not exempt from the federal obligation to: (i) disclose known lead-based paint and lead-based paint hazards; (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the Property; (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home;" and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
- F. Carbon Monoxide Devices:** The sale is not exempt from the State requirement that for all dwelling units in a residential one to four unit property, the owner must install a carbon monoxide device approved and listed by the State Fire Marshal in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
- G. Water Conserving Plumbing Fixtures:** The Sale is not exempt from the State requirement that (i) single family residences built before January 1, 1994 be equipped with water conserving plumbing fixtures by January 1, 2017 and multi-family and commercial properties be equipped with water conserving plumbing fixtures by January 1, 2019; (ii) Sellers disclose to Buyers the requirements of the law; and (iii) sellers disclose to Buyers whether the Property contains any non-compliant plumbing fixtures. See C.A.R. Form WCMD for further information.



H. Tax Withholding: The sale is not exempt from providing information pertaining to the withholding obligation under either the federal "FIRPTA" or the California withholding requirements upon the sale of real property. **Federal:** For federal purposes, a non-resident alien includes a fiduciary. A trustee is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: The trust may be exempt from withholding (but not the completion of the real estate withholding certificate) if: (i) the trust was revocable prior to the decedent's death; (ii) the Property was last used as the decedent's principal residence; and (iii) the trustee is electing to treat the trust as part of the decedent's estate under IRC § 645 (see Instructions for FTB Form 593-C).

I. Megan's Law Database Disclosure: The sale is not exempt from the requirement that residential sales contracts contain the following notice regarding the availability of information about registered sex offenders: "Notice: Pursuant to § 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." (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.)

3. **OTHER CONSIDERATIONS:**

A. Local Law: Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, emergency gas shut-off valves or installation of smoke detectors). Local law should be consulted to determine if sales by a trustee of a trust are exempt from such requirements.

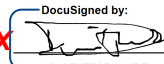
B. Death: If the Property is being sold because of the death of an occupant of the Property, and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to Seller.

4. **BROKERS:**

A. Inspection: The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. Form AVID.

B. Agency: The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units, commercial Property and vacant land.

By signing below, the undersigned acknowledge that each has received a copy of this Trust Advisory, and each has read and understands its terms.

Seller ☒  DocuSigned by:
16AAE07B0D4A4BE... The James Rawls 2022 Revocable Trust dated May 27, Date Aug 17, 2026

Seller ☒ _____ Date _____

AT TIME OF LISTING

Real Estate Broker NextHome 3SixtyFive

By  Signed by:
789C0E0DC5E34C9... Charlie Bateh Date Aug 17, 2026

AT TIME OF SALE

Buyer ☒ _____ Date _____

Buyer ☐ _____ Date _____

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TA REVIEWED 6/25 (PAGE 2 OF 2)

TRUST ADVISORY (TA PAGE 2 OF 2)

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Dustin Rawls





**NOTICE OF YOUR "SUPPLEMENTAL"
PROPERTY TAX BILL**
(C.A.R. Form SPT, Reviewed 6/25)

Name of Buyer(s) _____
 Property Address 1328 Visitacion Avenue
San Francisco, CA 94134

Pursuant to Civil Code § 1102.6c, Seller or his or her agent is providing this "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 Collector's Office."

By signing below, Buyer acknowledges that they have received a copy of this Notice of Your "Supplemental" Property Tax Bill, and they have read and understand its terms.

Buyer **X** _____ Date _____

Buyer _____ Date _____

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SPT REVIEWED 6/25 (PAGE 1 OF 1)



NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL (SPT PAGE 1 OF 1)

ReMax Sky, 9040 Telegraph Road #204 Downey CA 90240
 Charlie Batch

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Phone: (714)880-4226

Fax:

Dustin Rawls



SQUARE FOOTAGE AND LOT SIZE ADVISORY AND DISCLOSURE

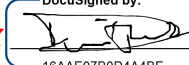
(C.A.R. Form SFLS, Revised 12/24)

Property Address: 1328 Visitacion Avenue, San Francisco, CA 94134 ("Property")

- 1. DIFFERENT SOURCES OF SQUARE FOOTAGE MEASUREMENTS:** Measurements of structures vary from source to source and that data is often contradictory. There is no one "official" size source or a "standard" method of calculating exterior structural size, interior space or square footage. Buyer should not rely on any advertised or disclosed square footage measurements and should retain their own experts to measure, as applicable, structure size and square footage during their investigation period, if any. This is especially important if Buyer is using square footage to determine whether to purchase the Property or are using a price per square foot to determine purchase price. Price per square foot calculations are generally broad estimates only, which can vary greatly depending upon property location, type of property and amenities. Such calculations should not be relied upon by Buyer and the accuracy of any such figures should be independently verified by Buyer with their own experts including, but not limited to, a licensed appraiser.
- 2. PROPERTY (LOT) SIZE, DIMENSIONS, CONFIGURATIONS, AND BOUNDARIES:** Fences, hedges, walls, retaining walls, and other barriers or markers may not correspond with any legally-defined property boundaries. Existing structures or amenities may not be located within the actual property boundaries or local setback requirements. If lot size, dimensions, property configurations, boundary lines, and locations of improvements are important to Buyer's decision to purchase or the price Buyer is willing to pay, then Buyer should independently investigate by retaining the services of a licensed surveyor, the only professional who can accurately determine lot dimensions, boundary locations and acreage for the Property.
- 3. BROKER OBLIGATIONS:** Brokers and Agents do not have expertise in determining the exact square footage and lot size. Broker has not and will not verify the accuracy of any numerical statements regarding square footage, room dimensions, or lot size, or the location of boundaries.
- 4. DISCLOSURE OF MEASUREMENTS AND SOURCES:** Square footage and/or lot size numbers inserted into the spaces below, if any, were taken from the referenced source and may be approximations only. Other measurement sizes may exist from other sources.

Source of Information	Sq. Footage	Lot Size	Additional Information	If checked, report attached
Public Record				☐
Multiple Listing Service	887 SqFt	1,846 SqFt	MLS #DW26163919	☐
Seller			Measurement comes from the following source:	☐
Appraisal #1				☐
Appraisal #2				☐
Condominium Map/Plan				☐
Architectural Drawings				☐
Floor Plan/Drawings				☐
Survey				☐
Other				☐
Other				☐

By signing below, Seller: (i) represents that Seller is not aware of any other measurements of the Property; and (ii) acknowledges that Seller has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Seller is encouraged to read it carefully.

Seller ☒  Date Aug 17, 2026
 Seller ☒ 16AAE07B0D4A4BE... Date _____

By signing below, Buyer acknowledges that Buyer has read, understands, and received a Copy of this Square Footage and Lot Size Advisory and Disclosure. Buyer is encouraged to read it carefully. IF NO INFORMATION IS PROVIDED AND/OR ANY OF THESE MEASUREMENTS ARE MATERIAL TO BUYER, BUYER IS STRONGLY ADVISED TO INVESTIGATE THE VALIDITY, ACCURACY, OR EXISTENCE OF ANY MEASUREMENTS PROVIDED HEREIN OR OTHERWISE. IF BUYER DOES NOT DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS AND AGENTS.

Buyer ☒ _____ Date _____
 Buyer _____ Date _____

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SFLS REVISED 12/24 (PAGE 1 OF 1)

SQUARE FOOTAGE AND LOT SIZE ADVISORY AND DISCLOSURE (SFLS PAGE 1 OF 1)

ReMax Sky, 9040 Telegraph Road #204 Downey CA 90240
Charlie BatehPhone: (714)880-4226 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Dustin Rawls



STATEWIDE BUYER AND SELLER ADVISORY
(This Form Does Not Replace Local Condition Disclosures.
Additional Advisories or Disclosures May Be Attached)
(C.A.R. Form SBSA, Revised 6/26)

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 professionals even if Seller or Broker provided you with existing reports.
- You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you will contain conflicting information. If there are discrepancies between reports, disclosures, or other information, you are responsible for contacting appropriate professionals to confirm the accuracy or correctness of the reports, disclosures, or information.
- 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 respond to you or 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.

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.

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.
- If a Broker gives you reports or other documents, unless otherwise specified, it is possible that different reports provided to you contain conflicting information. Broker has not and will not verify or otherwise investigate the information contained therein.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.

LEGAL, TAX AND CONTRACT CONSIDERATIONS FOR BOTH BUYER AND SELLER:

- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. You should contact a CPA or tax attorney to determine (i) the basis of the property for income tax purposes; and (ii) any calculations necessary to determine if a sale, and what price, would result in any capital gains taxes that may need to be reported to State and Federal taxing agencies. In addition, you should consult with the CPA or tax attorney regarding what factors affect how the property tax basis is determined. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.
- The terms of the Agreement and any counter offers and addenda establish your rights and responsibilities to each other.

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SBSA REVISED 6/26 (PAGE 1 OF 15)



STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 1 OF 15)

ReMax Sky, 9040 Telegraph Road #204 Downey CA 90240
 Charlie Batch

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Phone: (714)880-4226 Fax: www.lwolf.com

Dustin Rawls

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• Golf Course Disclosures	8 (C1)	• Septic Systems	4 (A8)
• Heating Ventilating and Air Conditioning Systems ..	6 (B6)	• Short Term Rentals and Restrictions	8 (B14)
• Historical Designation, Coastal Commission, Architectural, Landscape, Agricultural or Open Space and other Restrictions on Buildings or Improvements	6 (B7)	• Soil and Geologic Conditions	4 (A9)
• Homeowner Associations and Covenants, Conditions and Restrictions ("CC&Rs"); Charging Stations; FHA/VA Approval	13 (F3)	• Solar Panels and Net Energy Metering	14 (F8)
• Home Warranty	12 (E6)	• Square Footage, Lot Size, Boundaries and Surveys	4 (A10)
• Identification of Natural Persons Behind Shell Companies in All-Cash Transactions	12 (E7)	• Swimming Pool, Security and Safety	8 (B16)
• Inspections	3 (A5)	• Underground Pipelines and Utilities	9 (C5)
• Insurance, Title Insurance and Title Insurance After Foreclosure	6 (B8)	• Views	8 (B15)
• Land Lease	7 (B9)	• Water Intrusion	4 (A11)
• Legal Action	13 (F4)	• Water Shortages and Conservation	8 (B17)
		• Well and Water System(s)	5 (A12)
		• Wildlife	9 (C6)
		• Wood Balconies, Stairs, and Other Structures	14 (F10)
		• Wood Destroying Pests	5 (A13)
		• Zone Maps May Change	11 (D9)

A. Investigation of Physical Conditions

A1. 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 are 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 investigation contingency period. Brokers do not have expertise in this area.



- A2. 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, PCBs, 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. Some municipalities may impose additional requirements regarding underground storage tanks, which may be more common in certain areas and cities throughout the State, especially where there are larger, older homes built before 1935. It is possible that these tanks, either now or in the future, may require inspections or abatement. 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 investigation contingency period. 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." Brokers do not have expertise in this area.
- A3. 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 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 investigation contingency period. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants." Brokers do not have expertise in this area.
- A4. 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 is 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 if it 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 geological 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. 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). Brokers do not have expertise in this area.
- A5. 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 during 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 and does not 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 to address Buyer's area of concern. 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 someone 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. Brokers do not have expertise in these areas.
- A6. 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 it 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 roofing. 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. 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. Brokers do not have expertise in this area.

- A7. 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 they 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 introduced 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.
- A8. SEPTIC SYSTEMS:** Buyer and Seller are advised that a Property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or may 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 is 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. 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. Brokers do not have expertise in this area.
- A9. 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. 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. Brokers do not have expertise in this area.
- A10. 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 are 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 concerning square footage, lot size, Property corners, or exact boundaries. Standard title insurance does not insure the boundaries of the Property. If the exact square footage or lot size or location of Property corners or boundaries is an important consideration in Buyer's decision to purchase the Property and/or how much Buyer is willing to pay for the Property, then Buyer must independently conduct Buyer's own investigation through appropriate professionals, appraisers, or licensed surveyors and should rely solely on their data, recognizing that all measurements may not be consistent and that different sources may have different size assessments. Brokers do not have expertise in this area.
- A11. 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. Even if 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.



- A12. 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, 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 investigation contingency period. Brokers do not have expertise in this area.
- A13. 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. 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 investigation contingency period. Brokers do not have expertise in this area.
- A14. FIRE HARDENING, DEFENSIBLE SPACE, AND WILDFIRE DISASTERS:** California experiences wildfires that damage and destroy many properties. Several recent state laws have mandated disclosures by sellers when selling properties in certain identified zones, such as "high" or "very high" fire severity zones. Additionally, state law may require sellers to provide buyers with statements of compliance with local mandates if adopted by local agencies, or alternatively may require buyers to obtain statements of compliance after close of escrow. The Property may be located in a high or very high fire severity zone. This may impact the availability of insurance and the ability to build or rebuild structures on the Property. Additionally, there may be requirements that certain fire prevention steps may be mandated. Information on fire hardening, including current building standards and information on minimum annual vegetation management standards to protect homes from wildfires, can be obtained on the internet website <http://www.readyforwildfire.org>. Cal Fire has made available a "Fire Hazard Severity Zone Viewer" where you can input the Property address and determine which fire hazard zone, if any, that the Property is located in. The viewer is available at <https://egis.fire.ca.gov/FHSZ/>. Below is a non-exhaustive list of potential resources provided as a starting point for Buyer/Lessee investigations and not as an endorsement or guarantee that any federal, state, county, city, or other resource will provide complete advice
- A. California Department of Insurance ("Wildfire Resource") <http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm>; 1-800-927-4357
 - B. Governor's Office of Emergency Services ("Cal OES") California Wildfires Statewide Recovery Resources <http://wildfirerecovery.org/>
 - C. California Department of Forestry and Fire ("Cal Fire") <http://fire.ca.gov/> and <https://www.readyforwildfire.org/>
 - D. California Department of Transportation <https://calsta.ca.gov/>
 - E. California Attorney General <https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1>

Brokers do not have expertise in this area.

- A15. PRELIMINARY (TITLE) REPORT:** A preliminary report is a document prepared by a title company which shows the conditions upon which the title company is willing to offer a policy of title insurance. However, a preliminary report is not an "abstract of title;" the title company does not conduct an exhaustive search of the title record and does not guarantee the condition of title. Nevertheless, the preliminary report documents many matters that have been recorded that can impact an owner's use of the property such as known easements, access rights, and encroachments and, if applicable, governing documents and restrictions for a homeowners' association (HOA). Among many other restrictions that may appear in the HOA documents are restrictions on the number and weight of pets that are allowed. A preliminary report may contain links to important documents referred to in the report. Broker recommends that Buyer review the preliminary report and any documents referenced by links and keep a printed or electronic copy of the preliminary report and documents referenced by link. Brokers also recommend that Buyer hire a qualified California real estate attorney to address any questions or concerns Buyer may have regarding title, the preliminary title report, or any matters addressed in this paragraph. Brokers do not have expertise in this area.

B. Property Use and Ownership

- B1. ACCESSORY DWELLING UNITS:** Accessory Dwelling Units (ADUs) are known by many names: granny flats, in-law units, backyard cottages, secondary units, and more. California has passed laws to promote the development of ADUs. Additional information about ADUs can be found at <http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml>. 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 and rentability of the Property, its development and size. Brokers do not have expertise in this area.



- B2. 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. Certain governmental agencies may require periodic inspections to occur in the future. 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.
- B3. BUYER INTENDED FUTURE USE OF, AND MODIFICATIONS TO, THE PROPERTY:** Buyer and Seller are advised that Seller's existing use of the Property may not be consistent with Buyer's intended use or any future use that Buyer makes of the Property, whether or not Buyer has any current plans to change the use. Buyer is advised to check with appropriate government agencies or third-party professionals to verify what legal requirements are needed to accommodate any change in use. In addition, neither Seller nor Broker make any representations as to what modifications Buyer can make to the Property after close of escrow as well as any cost factors associated with any such modifications. Buyer is advised to check with Buyer's own licensed contractor and other such professionals as well as with the appropriate government agencies to determine what modifications Buyer will be allowed to make after close of escrow. Brokers do not have expertise in this area.
- B4. 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.
- B5. 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. 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.
- B6. HEATING VENTILATING AND AIR CONDITIONING SYSTEMS:** Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC): (i) 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: <https://www.energy.ca.gov/programs-and-topics/programs/home-energy-rating-system-hers-program>. Home warranty policies may not cover such inspections or repairs, (ii) the phase out of the use of HCFC-22 (R-22 Freon) will have an impact on repairs and replacement of existing air conditioning units and heat pumps. The production and import of HCFC-22 ended January 1, 2020. Existing systems may continue to be used and HCFC-22 recovered and reclaimed or that was produced prior to 2020 can help meet the needs of existing systems, however, costs may rise. More information is available from the Environmental Protection Agency at https://www.epa.gov/sites/production/files/2018-08/documents/residential_air_conditioning_and_the_phaseout_of_hcfc-22_what_you_need_to_know.pdf and <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>, and (iii) 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://www.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 investigation contingency period. Brokers do not have expertise in this area.
- B7. 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 or requirements regarding 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 investigation contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.
- B8. INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE:** Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). 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 Buyer's 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's Association Insurance and the type of insurance coverage that Buyer may purchase. 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. Whether 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 contain exclusions, as do all insurance policies, 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 has mistakenly 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.

B9. LAND LEASE: Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Seller does not own the land, and unless Buyer has an agreement with the land owner, Buyer will not own the land upon close of escrow; (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.

B10. MARIJUANA, CANNABIS, 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 law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are 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" <https://oag.ca.gov/system/files/attachments/press-docs/MEDICINAL%20CANNABIS%20Guidelines.pdf> and the U.S. Department of Justice memo regarding marijuana prosecutions at <https://www.justice.gov/opa/press-release/file/1022196/download>. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the Property, and clean up requirements when authorities identify a Property as being contaminated by methamphetamine. Buyer is advised that a Property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the Property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.

B11. 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 Buyers be provided with the following notice: "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."

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 § 1057.6 and by the CFPB. Brokers do not have expertise in this area.

B12. RENT AND EVICTION CONTROL LAWS AND ORDINANCES: Buyer and Seller are advised that California and some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the



costs to do so, and the consequences of terminating a tenancy unlawfully. Even if property that is currently vacant was previously tenant occupied, the termination of that previous tenancy may affect a buyer's rights such as the legal use of the property and who may occupy the property in the future. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or a qualified California real estate attorney during Buyer's investigation contingency period. Brokers do not have expertise in this area.

- B13. 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, sprinklers, or other fire suppression systems, (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 or retrofitting low-flow toilets and showerheads, gas shut-off valves, fireplaces, and tempered glass. Further, there may be potential health impacts from air pollution caused from burning wood. Exposure to particulate matter from the smoke may cause short-term and long-term health effects. Buyers should consult with licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace. 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. Brokers do not have expertise in this area.
- B14. SHORT TERM RENTALS AND RESTRICTIONS:** Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's investigation contingency period. Brokers do not have expertise in this area.
- B15. 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 investigation contingency period. Brokers do not have expertise in this area.
- B16. 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, pool covers, exit alarms 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. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a non-invasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.
- B17. 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.
- B18. 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 § 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. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyers are advised to discuss the matter with the appropriate entity and address the responsibility for payment in negotiations for the purchase agreement or amendment prior to removing contingencies. Some cities and other localities have begun, or have the intention to begin, the process of requiring the replacement of utility poles by requiring that utility lines be buried underground. These projects can result in special tax assessments and set-up costs that are imposed on individual property owners. Brokers do not have expertise in this area.

C. Off-Site and Neighborhood Conditions

- C1. 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. Brokers do not have expertise in this area.

- C2. NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, 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 and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions <http://www.faa.gov/uas/faqs/>). 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 www.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. Brokers do not have expertise in this area.
- C3. 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.
- C4. 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 investigation contingency period. Brokers do not have expertise in this area.
- C5. 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 investigation contingency period. Brokers do not have expertise in this area.
- C6. WILDLIFE:** California is home to many species of wildlife. The location of homes in California continues to expand into areas that are the natural habitat of wildlife, and the Property may be in such an area. Wildlife may become a nuisance especially if the availability of their natural sources of food or water is limited. Buyer should investigate the need to implement mitigation measures at the Property including but not limited to the use of animal-resistant garbage containers, and other appropriate measures depending on the species and habitat involved. Brokers do not have expertise in this area.



- C7. SEA LEVEL RISE/COASTAL PROPERTIES:** Sea level rise has the potential to affect coastal residents, recreation, and development. Coastal communities may or may not have addressed the potential impact. The following is a non-exclusive list of issues that may be impacted by sea level rise: **(i)** Shoreline, beach and bluff erosion, and flooding; **(ii)** The effectiveness of seawalls and bulkheads, whether built with or without permits; **(iii)** Seaward construction, development or improvement to existing structures; **(iv)** The enactment of geological hazard abatement districts and assessments; and **(v)** The location of the "mean high tide line" which is used to delineate shoreline boundaries for some coastal properties.

Below is a non-exhaustive list of potential resources provided as a starting point for Buyer investigations into sea level rise, and not as an endorsement or guarantee that any federal, state, county, city or other resource will provide complete advice.

- A.** California Coastal Commission contact information: <https://www.coastal.ca.gov/contact/#/>
B. State Lands Commission contact information: <https://www.slc.ca.gov/contact-us/>
C. National Oceanic and Atmospheric Administration (sea level rise page): <https://coast.noaa.gov/slr/>
D. California Coastal Commission (sea level rise page): <https://www.coastal.ca.gov/climate/slr/>
E. Federal Emergency Management Agency (FEMA): <https://www.fema.gov/flood-maps/>; <https://msc.fema.gov>

If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's investigation contingency period. Brokers do not have expertise in this area.

D. Legal Requirements (Federal, State and Local)

- D1. DEATH ON THE PROPERTY:** California Civil Code § 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 § 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. Brokers do not have expertise in this area.
- D2. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** Buyer and Seller are advised that California Public Resources Code §§ 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 investigation contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones. Brokers do not have expertise in this area.
- D3. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, childcare 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 <http://www.epa.gov/lead> for more information. Buyer and Seller are advised to consult an appropriate professional. Brokers do not have expertise in this area.
- D4. 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 § 4136 and California Government Code §§ 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's investigation and insurance contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Buyer is advised that there is a potential for fires even outside designated zones. Brokers do not have expertise in this area.
- D5. FIRPTA/CALIFORNIA WITHHOLDING:** Buyer and Seller are advised that: **(i)** Internal Revenue Code § 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 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 § 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.



- D6. 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 § 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult Buyer's lender and/or insurance agent during Buyer's investigation contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.
- D7. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 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 <http://www.meganslaw.ca.gov/>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers, in any, are required to check this website. If Buyer wants further information, Buyer should obtain information directly from this website.) Brokers do not have expertise in this area.
- D8. NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING:** Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or Seller's agent, is required to provide the following notice 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. A change (preliminary change) of ownership form is generally required to be filed by the Buyer with the local taxing agency. The form identifies the sales price of the Property. An assessor may value the Property at its fair market value regardless of the sales price declared by 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.
- D9. 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. Brokers do not have expertise in this area.
- D10. ELECTRIFICATION OF ENERGY SOURCE:** Several local jurisdictions in California have enacted laws which prohibit the use of natural gas appliances in new construction. Other local jurisdictions, and State of California, are considering bans, and may even prohibit the replacement, sale or installation of appliances that use any fuel source other than electricity. Brokers do not have expertise in this area.

E. Contract Related Issues and Terms

- E1. ELECTRONIC SIGNATURES:** The ability to use electronic signatures to sign legal documents is a great convenience, however Buyers and Sellers should understand they are signing a legally binding agreement. Read documents it carefully. Although electronic signature programs make it easy to skip from one signature or initial line to another, Buyers and Sellers are cautioned to only sign if they have taken the time necessary to read each document thoroughly, understand the entire document, and agree to all of its terms. Do not just scroll through or skip to the next signature or initial line, even if you have reviewed an earlier draft of the document. If you have questions or do not understand a provision, before you sign, ask your Broker, Agent, or legal advisor about the contract term and sign only if you agree to be bound by it. Some signature or initial lines are optional, such as for the liquidated damages and arbitration clauses. Consider your decision before signing or initialing. See below for more information on the liquidated damages and arbitration clauses. If there is more than one buyer or seller, each must sign or initial on their own. Do not sign or initial for anyone else unless you have a power of attorney for that person or are otherwise legally authorized, in writing, to sign or initial for another. Print or electronically store a copy of the document for your own records. Brokers do not have expertise in this area.
- E2. 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 DID). 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.

- E3. 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: (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. Brokers do not have expertise in this area.
- E4. 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.
- E5. ESCROW FUNDS:** Buyer and Seller are advised that California Insurance Code § 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.
- E6. 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.
- E7. IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS:** The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require U.S. title insurance companies to identify the natural persons behind shell companies used to pay "all cash" for high-end residential real estate in certain major metropolitan areas. FinCEN explained that it remains concerned that all-cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies or other similar structures. Since the original issuance, the GTOs have been renewed and may continue to be renewed. The GTOs cover the following areas in California: Los Angeles, San Francisco, San Mateo, Santa Clara and San Diego Counties. The monetary thresholds for each county is \$300,000. GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.
- E8. 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 NDA). 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. Brokers do not have expertise in this area.
- E9. 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. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.



F. Other Factors Affecting Property

- F1. 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 § 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.
- F2. 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 PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at [http:// www.cpsc.gov/](http://www.cpsc.gov/) during Buyer's investigation contingency period. Another source affiliated with the CPSC is [http:// saferproducts.gov/](http://saferproducts.gov/) which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.
- F3. 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. 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.
- Although unenforceable, it is possible the CC&Rs, deed or other document on title may contain a covenant which at one time may have purported to discriminate against persons based on race, religion or other protected class or characteristics. You have the right to request the assistance of the title or escrow company to help you prepare a form which will be provided to the County and may result in the discriminatory language being removed from the public record. You may also get a notice informing you of these rights from the Broker or title or escrow company. For more information Buyer may request from Broker the C.A.R. Legal Quick Guide titled: "Agent Disclosure of Discriminatory Covenants Based on Actual Knowledge."
- F4. 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. Brokers do not have expertise in this area.



- F5. MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA:** Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet 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, and it may or may not reflect the opinions or representations by the Broker. 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 Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.
- F6. 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 a property for the amount owed plus interest. A 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. Residential Purchase Agreement (C.A.R. Form RPA), 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.
- F7. RE-KEYING:** All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons 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. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA. Brokers do not have expertise in this area.
- F8. SOLAR PANELS AND NET ENERGY METERING:** 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. Sellers are required to provide material information about solar panels (C.A.R. form SOLAR may be used). Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyer's willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". **Solar panel systems may have net energy metering.** Payback rates from utilities to property owners with their own source of energy (such as rooftop solar panels) who contribute electricity back to the grid may change from those currently in place and may differ upon change of ownership in the property. Fees for new solar installation may be added or changed. Buyers should discuss with the applicable utility if applicable to the property. Brokers do not have expertise in this area.
- F9. RECORDING DEVICES:** Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices. Brokers do not have expertise in this area.
- F10. WOOD BALCONIES, STAIRS AND OTHER STRUCTURES:** Prior to January 1, 2025, and periodically thereafter, buildings with three units or more, may be required to obtain an inspection of exterior balconies, stairways, walkways, or decks that are supported in whole or in substantial part by a wood or wood-based materials. For condos, the HOA will be responsible for the inspections per its governing documents. For other buildings, it is the owner's responsibility. An inspection report must be incorporated into a condo HOA's study of reserve account requirements. This could in turn affect lender certification requirements as well as future dues and assessments. A balcony report that identifies an immediate threat to the safety of the occupants will require the condo HOA or owner to prevent access to the balcony further impacting a property's marketability.



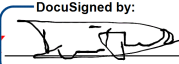
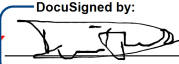
G. Local Disclosures and Advisories

LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

The following disclosures or advisories are attached:

- A. ☐ _____
- B. ☐ _____
- C. ☐ _____
- D. ☐ _____

Buyer and Seller are encouraged to read all 15 pages of this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has received a copy of all 15 pages of this Statewide Buyer and Seller Advisory, and each has read and understands its terms.

BUYER **X** _____ Date _____
BUYER _____ Date _____
SELLER **X**  *The James Rawls 2022 Revocable Trust dated May 27, 2022* Date Aug 17, 2026
SELLER **X**  Date _____



WILDFIRE DISASTER ADVISORY

(For use with properties in or around areas affected by a wildfire)
(C.A.R. Form WFDA, Revised 12/25)

1. **WILDFIRE DISASTERS:** Buyer/Tenant is aware that as a result of recent wildfire disasters there are current and unresolved health and safety concerns related to the aftermath and clean up of the wildfire disaster areas, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the affected areas of the wildfires. Unfortunately, the impact of wildfires has not been limited to the fire areas themselves. Many areas have had air quality impacted by smoke and air particulates from distant fires. Additionally, fires continue to occur in previously unaffected areas. Fires may be an issue throughout the state of California.
2. **WILDFIRE DISASTER CONCERNS AND ISSUES:** The following non-exhaustive list represents concerns and issues that may impact Buyer/Tenant decisions about purchasing or leasing property impacted by a wildfire disaster, both now and in the future. It is not intended to be, nor can it be, a checklist for all issues that might arise when purchasing or leasing property impacted by a wildfire disaster. **Concerns and issues include, but are not limited to:**
 - A. Insurance-related issues such as past claims, the importance of identifying the insurability of the property, and the availability and the cost of insurance as early in the process as possible;
 - B. Lot clearing costs and requirements; toxic materials analysis, debris removal requirements;
 - C. Whether the home has been fire hardened, and if so to what extent, to help reduce the risk of the structure catching fire;
 - D. Local, state and federal requirements for cleanup and building approvals;
 - E. Air quality, soil quality, and any other environmental or personal health concerns, even after the wildfire event has ended;
 - F. Timelines, costs and requirements when obtaining required permits for building and utilities installation;
 - G. Availability of and access to electricity, gas, sewer and other public or private utility services;
 - H. Water delivery/potability; septic and/or sewer design; requirements and construction costs;
 - I. Potential redesign of streets and infrastructure including possible eminent domain, land condemnation and/or acquisition;
 - J. Inconvenience and delays due to road construction and unavailability of various goods, systems, or services; and
 - K. Impact that federal, state or local disaster declarations may have on materials prices, costs and rents.
3. **BUYER/TENANT ADVISORIES:** Buyer/Tenant, you are hereby advised:
 - A. To check early in your transaction to determine if you are able to obtain insurance on the property.
 - B. To investigate to your own satisfaction any and all of your concerns about the intended use of the property.
 - C. That the wildfire disaster area will likely be under construction for a protracted period of time after a fire, and you may be inconvenienced by delays, traffic congestion, noise, dust, and intermittent availability of utilities.
 - D. That due to the extraordinary catastrophe of a wildfire, there may be changes and variations in local, state or federal laws, codes, or requirements throughout the ongoing process of planning and rebuilding in the wildfire disaster area.
 - E. That some insurers have reduced or cancelled offerings for fire insurance, or have increased costs, and this may impact your ability to afford or to qualify for loans or meet income ratios for rentals.
 - F. That if you are unable to obtain fire insurance, and you have removed the insurance contingency, and you are unable to proceed with your transaction, you may be in breach of the purchase or rental agreement.
4. **RESOURCES:** Below is a non-exhaustive list of potential resources provided as a starting point for Buyer/Tenant investigations and not as an endorsement or guarantee that any federal, state, county, city, or other resource will provide complete advice.
 - A. California Department of Insurance "Wildfire Resource" <http://insurance.ca.gov/01-consumers/140-catastrophes/WildfireResources.cfm>; 1-800-927-4357
 - B. Governor's Office of Emergency Services "Cal OES" California Wildfires Statewide Recovery Resources <https://wildfirerecovery.caloes.ca.gov/>
 - C. California Department of Forestry and Fire ("Cal Fire") <https://calfire.ca.gov/> and <https://www.readyforwildfire.org/>
 - D. California Department of Transportation <https://dot.ca.gov>
 - E. California Attorney General <https://oag.ca.gov/consumers/pricegougingduringdisasters#8C1>
 - F. American Institute of Architects "Wildfire Recovery Resources" <https://aia.org/pages/165776-wildfire-recovery-resources>
 1. "Hardening for Wildfire Resilience" <https://aiacalifornia.org/what-you-can-do-right-now/hardening-for-wildfire-resilience/>
 2. "Component Fire Relief and Recovery Resources" at <https://aiacalifornia.org/news/aia-component-fire-relief-and-recovery-resources/>
 - G. Buyer/Tenant is advised to check all local municipalities (County, City, and/or Town where the property is located) for additional resources.
5. **FIRE HARDENING AND DEFENSIBLE SPACE ADVISORY:**
 - A. **DISCLOSURE AND COMPLIANCE:** California law requires certain disclosures be made concerning a property's compliance with safeguards that may minimize the risk of a structure on the property catching fire (fire hardening) and that an agreement be reached concerning compliance with requirements that the area surrounding structures be maintained to minimize the risk of the spread of wildfires (defensible space). The fire hardening and defensible space laws only apply if, among other requirements, the property is located in either a **high or very high fire** hazard severity zone. If there exists a final inspection report covering fire hardening or defensible space compliance, such a report may need to be provided to the buyer. C.A.R. Form FHDS may be used to satisfy the legal requirements.
 - B. **WHERE TO LOCATE INFORMATION:** Seller has the obligation to determine if compliance with the fire hardening and defensible space requirements are applicable to Seller and the property. It may be possible to determine if a property is in a **high or very high fire** hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed.



- C. POST CLOSING ISSUES:** A buyer who agrees to bring the property into compliance with defensible space laws after Close of Escrow, and does not do so: **(i)** May be subject to fines and enforcement actions by government agencies in addition to the cost of compliance; **(ii)** May incur increases in property insurance premiums or cancellation of such insurance policies; and **(iii)** Will be responsible for making appropriate disclosures concerning compliance with the property's defensible space laws when reselling the property.
- D. OPTIONAL DISCLOSURE AND REPORTS:** Even if the property is not in either of the zones specified above, or if the Seller is unable to determine whether the property is in either of those zones, if the property is in or near a mountainous area, forest-covered lands, brush-covered lands, grass-covered lands, or land that is covered with flammable material, a Seller may choose to make the disclosures because a Buyer might consider the information material. Reports in the Seller's possession that materially affect the value and desirability of the property shall be Delivered as provided by the agreement.
- 6. BUYER/TENANT ACKNOWLEDGEMENT:** Buyer/Tenant understands that Real Estate Agents and Real Estate Brokers have no authority or expertise in providing guidance through the process of investigating the concerns described herein. Buyer/Tenant has an affirmative duty to exercise reasonable care in protecting themselves.

By signing below, Buyer/Tenant acknowledges that they have received a copy of this Wildfire Disaster Advisory, and they have read and understand its terms.

Buyer/Tenant **X** _____ Date _____

Buyer/Tenant _____ Date _____

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WFDA REVISED 12/25 (PAGE 2 OF 2)



WILDFIRE DISASTER ADVISORY (WFDA PAGE 2 OF 2)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Dustin Rawls



WATER HEATER AND SMOKE ALARM STATEMENT OF COMPLIANCE

(C.A.R. Form WHSD, Revised 12/23)

Property Address: 1328 Visitacion Avenue, San Francisco, CA 94134

NOTE: For use only for REO sales with Exempt Seller Disclosure (ESD). 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

- 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.
- 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 heater(s) braced, anchored or strapped in place, in accordance with those requirements.

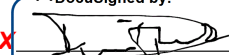
Seller ☒  The James Rawls 2022 Revocable Trust dated May 27, 2022 Date Aug 17, 2026
 Seller ☒ 16AAE07B0D4A4BE... Date _____

The undersigned hereby acknowledge(s) receipt of a copy of this document.

Buyer ☒ _____ Date _____
 Buyer _____ Date _____

SMOKE ALARM STATEMENT OF COMPLIANCE

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

Seller ☒  The James Rawls 2022 Revocable Trust dated May 27, 2022 Date Aug 17, 2026
 Seller ☒ 16AAE07B0D4A4BE... Date _____

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

Buyer ☒ _____ Date _____
 Buyer _____ Date _____

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WHSD REVISED 12/23 (PAGE 1 OF 1)



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



WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY

(C.A.R. Form WCMD, Revised 6/24)

1. WATER-CONSERVING PLUMBING FIXTURES

A. INSTALLATION:

- (1) **Requirements:** California law (Civil Code §§ 1101.4 and 1101.5) requires all single-family residences, multi-family and commercial property built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures. Additionally, a 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. Buyer is advised to investigate the cost to bring any noncompliant water fixtures into compliance before removing the investigation contingency.

2. CARBON MONOXIDE DETECTORS:

A. INSTALLATION:

- (1) **Requirements:** As of January 1, 2013, California law (Health and Safety Code §§ 13260 to 13263 and 17926 to 17926.2) has required the following types of dwelling units intended for human occupancy have carbon monoxide detectors installed: single-family dwellings, 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 Mobilehome 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.

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 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, 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.

By signing below, Buyer and Seller each acknowledge that they have read, understand, and have received a copy of this Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Advisory

Seller ☒ *[Signature]* **The James Rawls 2022 Revocable Trust dated May 27, 2022** Date Aug 17, 2026
 Seller ☒ 16AAE07B0D44BE... Date _____
 Buyer ☒ _____ Date _____
 Buyer _____ Date _____

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WCMD REVISED 6/24 (PAGE 1 OF 1)



WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR ADVISORY (WCMD PAGE 1 OF 1)

ReMax Sky, 9040 Telegraph Road #204 Downey CA 90240
Charlie Batch

Phone: (714)880-4226 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Dustin Rawls

NATURAL HAZARD DISCLOSURE STATEMENT

THIS NATURAL HAZARD DISCLOSURE STATEMENT APPLIES TO THE FOLLOWING PROPERTY:

1328 VISITACION AVE, SAN FRANCISCO, CA, 94134 ("PROPERTY")

The seller and the seller's agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this 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 seller and the seller's agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the seller and buyer.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

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

Yes: ☐ No: ☒ Do not know and information not available from local jurisdiction: ☐

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

Yes: ☐ No: ☒ Do not know and information not available from local jurisdiction: ☐

A HIGH or VERY HIGH FIRE HAZARD SEVERITY ZONE (FHSZ) as identified by the Director of Forestry and Fire Protection pursuant to Section 51178 of the Government Code or Article 9 (commencing with Section 4201) of Chapter 1 of Part 2 of Division 4 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.

Yes: ☐ No: ☒

High FHSZ in a state responsibility area ☐ High FHSZ in a local responsibility area ☐

Very High FHSZ in a state responsibility area ☐ Very High FHSZ in a local responsibility area ☐

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

Yes: ☐ No: ☒

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

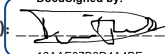
Yes: ☐ No: ☒

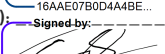
A SEISMIC HAZARD ZONE pursuant to section 2696 of the Public Resources Code.

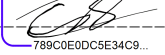
Yes (Landslide Zone): ☐ No: ☒ Map not yet released by the state: ☐

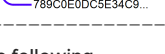
Yes (Liquefaction Zone): ☐ No: ☒ Map not yet released by the state: ☐

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE 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. SELLER(S) AND BUYER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Sellers(s):  Date: Aug 17, 2026

Signature of Sellers(s):  Date: _____

Seller's Agent(s):  Date: Aug 17, 2026

Seller's Agent(s):  Date: _____

Check only one of the following:

☐ Sellers(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 sellers(s) and agent(s).

☒ Seller(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Section 1103.7 of the Civil Code, 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 Section 1103.4 of the Civil Code. Neither seller(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:

This statement was prepared by the following third-party disclosure provider: SNAPNHD, LLC on 07/22/26

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

By signing below, Buyer(s) also acknowledge(s) they have received, read, and understand the additional disclosures, materials and legal information provided in this Report, in the tax disclosures (Mello-Roos and Special Assessments), in the Environmental Report (if ordered), and in the required notices and booklets/information regarding Environmental Hazards, Earthquake Safety, Home Energy Rating System, and Lead-Based Paint and Mold.

Government Booklets are available at: www.snapnhd.com/resources.

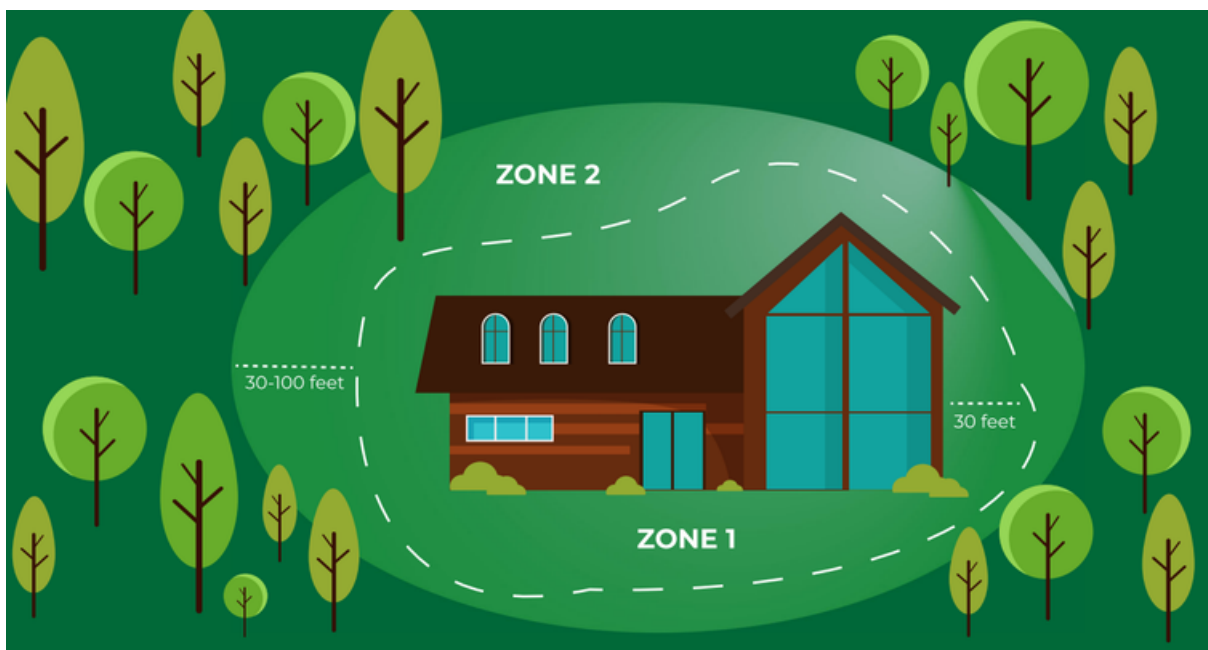
Signature of Buyer(s): _____ Date: _____

Signature of Buyer(s): _____ Date: _____



FHDS NOTICE

This property **IS NOT** located in a State
HIGH or VERY FIRE HAZARD ZONE



Please consult the AB38 Fire Hardening and Defensible Space disclosure located in the report. This property may have additional disclosure requirements pursuant to AB38 and may require the buyer and seller to come to an agreement regarding a defensible space inspection.

REQUEST A DEFENSIBLE SPACE INSPECTION

[*CLICK HERE*](#)

LEARN MORE ABOUT DEFENSIBLE SPACE HERE

[*CLICK HERE*](#)

REPORT SNAPSHOT

WHAT YOU NEED TO KNOW ABOUT THIS NHD REPORT

1328 VISITACION AVE, SAN FRANCISCO, CA, 94134

PREMIUM RESIDENTIAL REPORT



The Natural Hazards Disclosure Act under Sec. 1103 of the California Civil Code states that real estate sellers and brokers are legally required to disclose if the property being sold lies within one or more state or locally mapped hazard areas.



There are **0** California Natural Hazard Disclosures marked **IN** for your review.



There are **3** Additional Disclosures marked **IN** for your review.



There are **3** Environmental Disclosures marked **IN** for your review.



Subject property **IS NOT** located in a Special Flood Hazard Area.
San Francisco County does not participate in FEMA flood mapping.



Subject property **IS NOT** located in a fire hazard area that may require C.A.R. Form FHDS pursuant to AB38 and its requirements.

For hazard booklets and other resources, go to: <https://www.snapnhd.com/resources>

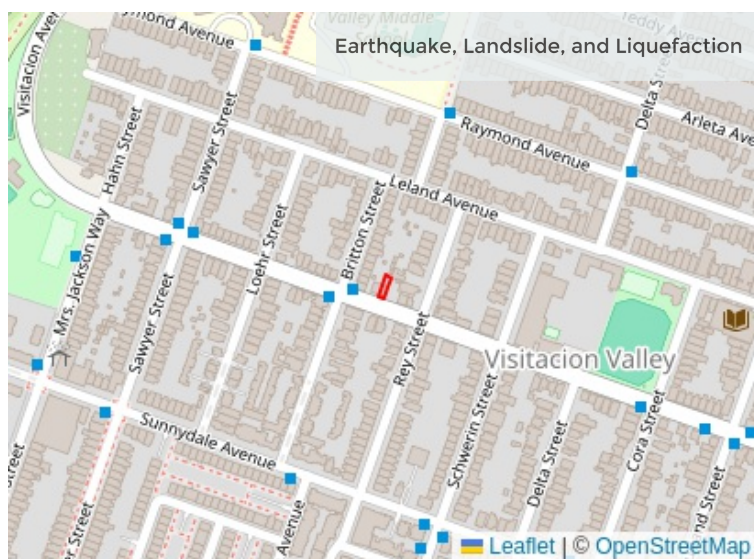
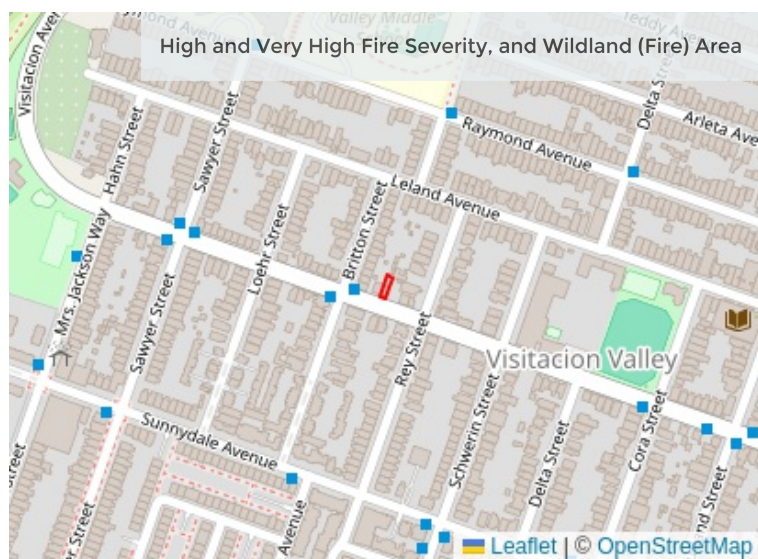
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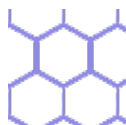
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CALIFORNIA NATURAL HAZARD DISCLOSURES



Special Flood



Potential Flooding



Very High Fire



High Fire



Wildland Area



Earthquake Fault



Landslide



Liquefaction

CALIFORNIA NATURAL HAZARD DISCLOSURES

Pursuant to the Natural Hazards Disclosure Act (California Civil Code sections 1103-1103.14), sellers of real property and their agents are required to provide prospective buyers with a “Natural Hazard Disclosure Statement” when the property being sold lies within one or more state-mapped hazard areas. In addition to the Natural Hazard Disclosure Statement, SnapNHD has included the following information in this report to aid prospective buyers in understanding the purpose and potential impacts associated with the statutorily-required natural hazard disclosures. The following information is not intended to substitute or supersede the information provided on the Natural Hazard Disclosure Statement.

SPECIAL FLOOD HAZARD AREA

The Federal Emergency Management Agency (FEMA) identifies flood hazards, assesses flood risks and partners with states and communities to provide accurate flood hazard and risk data. Flood hazard mapping is an important part of the National Flood Insurance Program (NIPA) because it serves as the basis for flood insurance requirements. Special Flood Hazard Areas are land areas that are at a high risk for flooding, meaning there is at least a one in four chance of flooding during a 30-year period. When a property is identified as a Special Flood Hazard Area, the cost and availability of flood insurance may be impacted.

Based on the maps reviewed, the subject property **IS NOT** located in a Special Flood Hazard Area.

AREA OF POTENTIAL FLOODING/DAM INUNDATION

The California Office of Emergency Services (CalOES) Dam Safety Program requires dam owners to submit copies of inundation maps developed by civil engineers to help determine if a property is within an inundation area. Inundation maps approximate the maximum water surface extents resulting from a complete dam breach and draining of the full reservoir, which can only be verified in the event of an actual dam breach. The actual risk of dam failure is not defined by the inundation maps. In addition to the inundation maps, the CalOES Dam Safety Program coordinates with other state and federal agencies to assure effective dam incident emergency response procedures and planning.

Based on the maps reviewed, the subject property **IS NOT** located in a Area of Potential Flooding/Dam Inundation.

HIGH AND VERY HIGH FIRE SEVERITY ZONE

High and Very High Fire Hazard Severity Zones have been mapped by the California Department of Forestry and Fire Protection to indicate areas with increased fire risk. Fire Hazard is a way to measure the physical fire behavior so that people can predict the damage a fire is likely to cause. Fire hazard measurements include the speed at which a wildfire moves, the amount of heat the fire produces, and most importantly, the burning fire brands that the fire send ahead of the flaming front. Fire Hazard maps are used to guide building construction standards, defensible space clearance around buildings, and property development standards.

Based on the maps reviewed, the subject property **IS NOT** located in a High and Very High Fire Severity Zone.

CALIFORNIA NATURAL HAZARD DISCLOSURES

WILDLAND (FIRE) AREA

The State of California Department of Forestry and Fire Protection (CAL FIRE) designates the Wildland Area or State Fire Responsibility Areas (SRA). SRA lands are those where the State of California is financially responsible for the prevention and suppression of wildfires. Owners of habitable structures located in areas identified as SRA lands may pay a State Responsibility Area Fire Prevention Fee (SRA Fee), which is used to fund a variety of fire prevention activities including fuel reduction projects, evacuation routes, and infrastructure. Fee Payers are still responsible for paying SRA Fee bills that were generated prior to July 1, 2017. No new bills for periods on or after July 1, 2017 will be generated after July 1, 2017.

Based on the maps reviewed, the subject property **IS NOT** located in a Wildland (Fire) Area.

EARTHQUAKE FAULT ZONE

The Alquist-Priolo Earthquake Fault Zoning Act (AP Act) was passed into law following the destructive 1971 San Francisco earthquake. The AP Act provides a mechanism for reducing losses from surface fault rupture on a statewide basis. The intent of the AP Act is to ensure public safety by prohibiting the siting of most structures for human occupancy across traces of active faults that constitute a potential hazard to structures from surface faulting or fault creep. Earthquake Fault Zone maps are delineated and compiled by the California State Geologist. This report is not a substitute for a fault study conducted by a State Licensed geologist.

Based on the maps reviewed, the subject property **IS NOT** located in a Earthquake Fault Zone.

LANDSLIDE SEISMIC HAZARD ZONE

Landslide Seismic Hazard Zones are regulatory zones that encompass areas prone to earthquake-induced landslides. If a property is identified as part of a Landslide Seismic Hazard Zone, it means the state has determined that there is likely weak soil and/or rock present and that these materials can fail during earthquake events unless proper precautions are taken during grading and construction of structures. Within Landslide Seismic Hazard Zones, undeveloped properties are required to obtain a site-specific investigation by a license engineering geologist and/or civil engineer before the property can be subdivided or before most structures can be permitted. The Natural Hazards Disclosure Act requires the State Geologist to establish regulatory zones and to issue appropriate maps to all affected cities, counties and state agencies for their use in planning and controlling construction and development.

Based on the maps reviewed, the subject property **IS NOT** located in a Landslide Seismic Hazard Zone.

LIQUEFACTION SEISMIC HAZARD ZONE

Liquefaction Seismic Hazard Zones are regulatory zones that encompass areas prone to liquefaction or the failure of water-saturated soil. If a property is identified as part of a Liquefaction Seismic Hazard Zone, it means the state has determined that there is likely weak soil and/or rock present and that these materials can fail during earthquake events unless proper precautions are taken during grading and construction of structures. Within Liquefaction Seismic Hazard Zones, undeveloped properties are required to obtain a site-specific investigation by a licensed engineering geologist and/or civil engineer before the property can be subdivided or before most structures can be permitted. The Natural Hazards Disclosure Act requires the State Geologist to establish regulatory zones and to issue appropriate maps to all affected cities, counties and state agencies for their use in planning and controlling construction and development.

Based on the maps reviewed, the subject property **IS NOT** located in a Liquefaction Seismic Hazard Zone.

ADDITIONAL DISCLOSURES

AB38 FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE

In 2007, CalFire mapped the State into various Fire Hazard Severity Zones consisting of Moderate, High, or Very High Fire Hazards. Homes located in High and Very High Fire Hazard zones have special Fire Hardening and Defensible Space requirements.

Fire Hardening consists of various building standards or retrofits that protect the home itself from catching fire. Embers produced by nearby wildfires can ignite vulnerable areas of a home if the structure is not properly adapted. Replacing wood or combustible building materials with non-combustible materials, covering vents and rain gutters with metal mesh, dual paned windows with tempered glass, as well as having walls, decks, and other exterior surfaces made of non-combustible materials are all examples of building standards or retrofits that can harden a home against wildfires.

For an extensive list of steps to harden a home, visit:

<https://www.fire.ca.gov/home-hardening>

Properties within High and Very High Fire Hazard Severity Zones are required to comply with defensible space rules for the safety of the property. Defensible space consists of two zones; one for the area within 30 feet of the structure, and one for the area within 100 feet of the structure. Each zone requires homeowners to take specific measures to keep a nearby fire away from structures. Requirements for defensible space zones consist of horizontal and vertical spacing between plants and the structure or other plants, removal of dead plants, grass, and weeds, keeping woodpiles at least 30 feet away from the structure, as well as various other ways to landscape the area within 100 feet of structures.

For a complete list of requirements for each zone, visit:

<https://www.fire.ca.gov/dspace>

If the property is in a High or Very High Fire Hazard Severity Area, and the property was built before January 1, 2010 when the Wildland Urban Interface Building Codes were updated, SnapNHD recommends the seller include a Home Fire Hardening Disclosure and Advisory like C.A.R. form FHDS to satisfy the seller's disclosure requirements regarding Home Fire Hardening. The seller may also obtain an inspection through CalFire regarding compliance with applicable defensible space and fire hardening requirements.

This property is in the jurisdiction of the following CalFire Unit:

SAN MATEO - SANTA CRUZ UNIT

(831) 335-5355

6059 HIGHWAY 9, FELTON, CA 95018

<https://www.cfsfire.org/>

CalFire Defensible Space Inspection Request Form:

<https://survey123.arcgis.com/share/a15c7706b4114e20b39d2a26294338ed>

Property Address: 1328 VISITACION AVE, SAN FRANCISCO, CA 94134

Property County: SAN FRANCISCO

Parcel Number (APN): 6256 -009

Local Vegetation Management Ordinance: Section 1.1 (San Francisco)

Required for Close of Escrow: No

Based on the maps reviewed, the subject property **IS NOT** located in a High or Very High Fire Hazard Severity Area.

ADDITIONAL DISCLOSURES

AIRPORT INFLUENCE AREA

Pursuant to California Civil Code Section 1103.4, notice to potential buyers is required if a property is encompassed within an airport influence area, which is defined as "an area in which current or future airport related noise, overflight, safety or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses." Where publicly available at the time of the report, airport influence area maps from county Airport Land Use Commissions (ALUC) were reviewed. Airport influence area maps can be found within a county's Airport Land Use Comprehensive Plan, available to the public through most county planning departments. Some airports have not published influence area maps and the property may still be subject to some of the annoyances or inconveniences associated with proximity to airport operations. A property within an Airport Influence Area may be subject to annoyances and inconveniences associated with proximity to airport operations. Inclusion of private and military airports vary on maps from the ALUC vary by county and may or may not be included in this disclosure report. Questions or concerns about Airport Influence Area should be addressed to the local Airport Land Use Commission.

If the property is located within an Airport Influence Area, the following disclosure is required: This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

Based on the maps reviewed, the subject property **IS NOT** located in an Airport Influence Area.

FAA APPROVED LANDING SITES (2 MILES)

Pursuant to California Civil Code Section 1102.17, certain sellers of residential real property who have actual knowledge that the property is adjacent to, or zoned to allow, an industrial use described in Section 731(a) of the Code of Civil Procedure, or affected by a nuisance created by such a use, must give written notice of that knowledge as soon as practicable before transfer of title. Industrial uses identified in Section 731(a) include but are not limited to airport uses. Aircraft landing facilities listed herein, if any, consist of those owned by the United States Federal Government (Military aviation), public and privately owned civil and commercial aviation facilities; except private landing facilities (restricted public access), glider ports and facilities that have not been assigned a current location identifier by the Federal Aviation Administration (FAA). Airports physically located outside California were not included in this report. According to information available from the FAA, following aircraft landing facilities were reported within the estimated distance of the subject Property:

Based on the maps reviewed, the subject property **IS NOT** located within 2 miles of a FAA Approved Landing Site.

ADDITIONAL DISCLOSURES

COMMERCIAL/INDUSTRIAL USE ZONE (1 MILE)

Pursuant to California Civil Code Section 1102 .17, certain sellers of residential real property who have actual knowledge that the property is adjacent to, or zoned to allow, an industrial use described in Section 731(a) of the Code of Civil Procedure, or affected by a nuisance created by such a use, must give written notice of that knowledge as soon as practicable before transfer of title. This report includes a search of properties zoned for commercial, manufacturing, or airport use within one mile of the subject property.

Based on the maps reviewed, the subject property **IS** located within 1 mile of a Commercial/Industrial Use Zone.

FORMER MILITARY ORDNANCE SITE (1 MILE)

California Civil Code Section 1102.15 requires certain sellers of residential real property who have actual knowledge of any former federal or state ordnance locations within one mile of the subject property to give written notice of that knowledge as soon as practicable before transfer of title. "Former federal or state ordnance locations" means areas identified by an agency of the federal or state government as an area once used for military training purposes, which may contain potentially explosive munitions.

Based on the maps reviewed, the subject property **IS** located within 1 mile of a Former Military Ordnance Site.

SITE(S)

Midway Village [J09CA1013] - 0.49 miles away

CALIFORNIA LAND CONSERVATION ACT ("WILLIAMSON ACT")

The California Land Conservation Act of 1965, also known as the Williamson Act, allows for voluntary contracts between landowners and local governments that restrict parcels of land to agricultural or open space use in exchange for reduced property tax assessments. A Williamson Act contract is initially for a minimum term of ten years but local jurisdictions have the option to increase the initial term up to twenty years. Williamson Act contracts run with the land and are binding on all subsequent landowners. The contract is automatically extended by one year after the tenth and subsequent years unless a request for non-renewal is filed by either party. A request for non-renewal begins a 9 year term during which the tax assessments gradually increase to the full fair market value at which time the contract is terminated. The use of the property will then be controlled by the local jurisdiction's use and zoning laws.

Williamson Act contracts can be canceled only by the landowner's petition; however the minimum penalty for canceling a contract is 12.5 percent of the unrestricted, fair market value of the property. There are also penalties for breach of a contract, caused by the owner intentionally using the land for other than agriculture or making the land unusable for the contracted purposes. Contact the planning department to obtain information on requirements for entering into a Williamson Act contract and the uses allowed. Local government uniform rules and the specific Williamson Act contract can be more restrictive than the Williamson Act Government Code provisions. For more information contact the Department of Conservation, Division of Land Resource Protection at 916-324-0850 or visit its website <http://www.conservation.ca.gov/dlrp/lca>. The county assessor's office also maintains information on parcels affected by the Williamson Act. Los Angeles, San Francisco, Del Norte, Yuba, Inyo and Modoc Counties do not participate in the program. For more information contact: California Department of Conservation, Division of Land Resource Protection (916) 324-0850 - <http://www.conservation.ca.gov/dlrp/lca/Pages/Index.aspx>

Based on the maps reviewed, the subject property **IS NOT** located in a California Land Conservation Act ("Williamson Act").

ADDITIONAL DISCLOSURES

TSUNAMI INUNDATION HAZARD AREA

A tsunami is a sea wave typically generated by a submarine earthquake, but may be caused by an offshore landslide or volcanic action. A large offshore earthquake, typically a magnitude 7 or greater, may generate a tsunami. Properties located along the California coastline have a potential for inundation from a tsunami. Although early warning systems may provide sufficient warning from distant tsunamis, near-shore generated tsunamis may reach the coast in a matter of minutes. Therefore, homeowners should contact their local emergency management agency and become knowledgeable about tsunami warning signs and local evacuation plans.

Based on the maps reviewed, the subject property **IS NOT** located in a Tsunami Inundation Hazard Area.

RIGHT TO FARM (1 MILE)

California Civil Code Section 1103.4 requires notice if a property is presently located within one mile of a parcel of real property designated as "Prime Farmland," "Farmland of Statewide Importance," "Unique Farmland," "Farmland of Local Importance," or "Crazing Land" on the most current county-level GIS "Important Farmland Map" issued by the California Department of Conservation, Division of Land Resource Protection, and if so, accompanied by the following notice:

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

Based on the maps reviewed, the subject property **IS NOT** located within 1 mile of a farm or ranch land.

ADDITIONAL DISCLOSURES

MINING OPERATIONS (1 MILE)

The California Department of Conservation, Office of Mine Reclamation, maintains a database of map coordinate data submitted annually by mine operators in the State. Section 1103.4 of the California Civil Code requires notice if a property is within one mile of a mine operation for which the mine owner or operator has reported map coordinate data to the Office of Mine Reclamation, pursuant to Section 2207 of the Public Resources Code. (Note: not all mine operators have provided map coordinate data to the Office of Mine Reclamation).

If the subject Property is within one mile of a mine, the following statement applies:

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.

Based on the maps reviewed, the subject property **IS NOT** located within 1 mile of a Mining Operation.

ADDITIONAL DISCLOSURES

CRITICAL HABITAT AREA

The California Endangered Species Act establishes critical habitats for any species listed under the Act. A critical habitat is defined as a specific area within the geographical area occupied by the species at the time of listing, if the area contains physical or biological features essential to conservation. Pursuant to Section 2052.1 of the Fish and Game Code, if measures are required to mitigate impacts to a threatened species, those measures will be roughly proportional to the impact on those species.

SnapNHD recommends the buyer contact the local planning department and the California Department of Fish & Wildlife to ascertain what, if any, considerations might be involved as a result of being in or nearby habitat sensitive areas. Additional information is available at: <https://www.wildlife.ca.gov/Conservation/CESA>.

Based on the maps reviewed, the subject property **IS NOT** located in a Critical Habitat Area.

SUSTAINABLE GROUNDWATER MANAGEMENT ACT

The Sustainable Groundwater Management Act (SGMA) is a package of three bills (AB 1739, SB 1168, and SB 1319) providing local agencies with a framework for managing groundwater basins in a manner ensuring basin resiliency and benefiting both present and future generations. The SGMA defines sustainable groundwater management as the management of groundwater supplies in a manner that can be maintained during the planning and implementation horizon (50-year time period) without causing undesirable results. Recognizing that groundwater is most effectively managed at the local level, the SGMA empowers local agencies to achieve sustainability within 20 years. The Department of Water Resources (DWR) has identified 515 alluvial groundwater basins as the initial boundaries for groundwater management. A local agency, combination of local agencies, or county may establish a Groundwater Sustainability Agency. It is the GSA's responsibility to develop and implement a Groundwater Sustainability Plan (GSP) that considers all beneficial uses and users of groundwater in the basin. High and medium priority basins are required to develop a GSP. Low and Very Low priority basins are encouraged, but not required, to develop a GSP.

Additional information is available at: <https://water.ca.gov/Programs/Groundwater-Management/SGMA-Groundwater-Management>.

Based on the maps reviewed, the subject property **IS** located in a basin identified by the Sustainable Groundwater Management Act.

BASIN NAME: VISITACION VALLEY

PRIORITY LEVEL: VERY LOW

SUBJECT TO CRITICAL CONDITIONS OF OVERDRAFT: NO

GOAL YEAR FOR ATTAINING SUSTAINABILITY: 2042

ADDITIONAL DISCLOSURES

FOGHORN PROXIMITY DISCLOSURE

Foghorns, are navigational aids used to assist mariners in periods of reduced visibility and are maintained by the Coast Guard. Foghorns can be activated manually, remotely, by sensing fog, or other means. The Coast Guard is in the process of replacing many fog detectors with mariner radio activated foghorns. To activate, mariners key their VHF-FM radio a designated number of times on a specific channel to activate the signal. While active, the sound signal will produce short bursts of sound at a given interval for 15-60 minutes.

Foghorns range from 140-150 decibels, a volume that can be heard from 3-5 miles away depending on conditions. In perfect conditions, the sounds can be heard up to 8 miles away. Prospective buyers of property within 5 miles of an operational foghorn are advised to do further research into any nuisance that might be caused by the use of foghorns.

Based on the maps reviewed, the subject property **IS NOT** located within 5 Miles of an operational Foghorn.

CALIFORNIA COASTAL ZONE

The California Coastal Commission was established by voter through Proposition 20 in 1972 and later made permanent by the Legislature in 1976. Members appointed by the governor, the Senate Rules Committee, the speaker of the Assembly, local elected officials, and the public at large with non-voting members from the Resources Agency, California State Transportation Authority, and the State Lands Commission compose the quasi-judicial state agency.

The coastal zone covers 3 miles into the ocean from the shore, and anywhere from a few hundred feet, to 5 miles inland. Inside of this zone, the Coastal Commission works with state and local governments to create Local Coastal Programs (LCP). LCPs address issues including but not limited to public access and recreation, lower cost visitor accommodations, terrestrial and marine habitat protection, visual resources, landform alteration, agricultural lands, commercial fisheries, industrial uses, water quality, offshore oil and gas development, transportation, development design, power plants, ports, and public works. The statutory standards outlined in the LCPs are applied to planning and regulatory conditions. The standards affect development activities which include construction of buildings, divisions of land, and changes in the intensity of use of land or public access to coastal waters. Development within the coastal zone requires a coastal development permit before development can begin.

Based on the maps reviewed, the subject property **IS NOT** located within the California Coastal Zone.

ADDITIONAL DISCLOSURES

SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION

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@bcdcc.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 locationspecific 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.

Based on the maps reviewed, the subject property **IS NOT** located in a San Francisco Bay Conservation and Development Commission.

ADDITIONAL DISCLOSURES

SAN FRANCISCO UNDERGROUND STORAGE TANK DISCLOSURE

(C.A.R. Form SF-USTD, 11/12)

This disclosure concerns the residential property situated in the City of San Francisco, County of San Francisco, State of California, described as 1328 VISITACION AVE, SAN FRANCISCO, CA, 94134 ("Property").

1. **UNDERGROUND STORAGE TANK INSPECTION AND LAW:** There are state and local statutes that govern underground storage tanks. Buyer should determine if the Property contains an underground storage tank or tanks (UST) since if the Property does contain one or more USTs, Buyer, as the future owner, will be subject to a variety of regulations and may incur liabilities and incur fees and costs associated with the existence and maintenance of the UST.
2. **STATE LAW:** Section 25280 of the California Health and Safety Code provides in part:
Substances hazardous to the public health and safety and to the environment are stored prior to use or disposal in thousands of underground locations in the state. Underground tanks used for the storage of hazardous substances and wastes are potential sources of contamination of the ground and underlying aquifers, and may pose other dangers to public health and the environment. In several known cases, underground storage of hazardous substances, including, but not limited to, industrial solvents, petroleum products, and other materials, has resulted in undetected and uncontrolled releases of hazardous substances into the ground. These releases have contaminated public drinking water supplies and created a potential threat to the public health and to the waters of the state.
It is in the public interest to establish a continuing program for the purpose of preventing contamination from, and improper storage of, hazardous substance stored underground. It is the intent of the Legislature, in enacting this chapter, to establish orderly procedures that will ensure that newly constructed underground storage tanks meet appropriate standards and that existing tanks be properly maintained, inspected, tested, and upgraded so that the health, property, and resources of the people of the state will be protected.
3. **LOCAL LAW:** Article 21 (the Article) of the San Francisco Health and Safety Code provides, in part, as follows:
 1. **GENERAL REQUIREMENTS:**
 1. That no person shall own or operate an underground storage tank ("UST") unless a permit for its operation has been issued by the Department as required by the Article, the California Health and Safety Code, commencing with Section 25280, and any implementing regulations
 2. No permits shall be granted to the owner or operator of a UST unless the applicant demonstrates compliance with the Article and its implementing regulations.
 3. All modifications, repairs, closures, and removals of USTs shall require approval of the Department.
 4. No permit may be granted pursuant to the Article until the Department has inspected the UST and unless the applicant has corrected any Code violations cited by the Department; the applicant has furnished all requested information and paid the required permit fees; and the applicant demonstrates to the satisfaction of the Director of Health, by the submission of appropriate plans and other required information, that the design and construction of the UST meets all applicable City, State, and federal laws and regulatory requirements.
 2. **UNDERGROUND STORAGE TANK PERMIT INFORMATION:**
 1. UST permits shall require that the applicant reimburse the City for extraordinary costs, in addition to applicable permit fees, for inspection and monitoring, administration, incidental expenses, and cleanup and remediation costs resulting from releases of hazardous substances or failure by the permittee to handle hazardous substances in accordance with the requirements of the Article.
 2. Any person required to obtain a UST permit pursuant to this Article shall submit an application and any required information and fees upon notification by the Department. Failure to provide such information will subject such person to fees and penalties.
 3. A UST permit shall be issued for a term of one year, except as otherwise provided in the Article.
 4. A permit is not transferrable to another person, address, or physical location within the same address.

A certificate of registration or permit does not take the place of any license required by State, federal, or local law nor does compliance with the permit requirements of the article relieve any part of compliance with any other State, federal, or local law.

ADDITIONAL DISCLOSURES

3. ABANDONED UNDERGROUND STORAGE TANKS:

1. Any owner of real property having reason to believe that an abandoned UST or establishment containing hazardous materials ("hazardous materials establishment") is located on or under the real property or is located under the surface of any improved or unimproved public street, sidewalk, alley, court or other place dedicated for or subject to an easement for public access that is immediately adjacent to the real property shall make a reasonable effort to locate and identify such a hazardous materials establishment or UST. Whenever an abandoned hazardous materials establishment or UST is located, said owner of real property shall file a plan for closing or the upgrading and registering of permitting of such hazardous materials establishment or UST within 30 days of its discovery. The closure plan shall conform to the standards specified in Section 1154 and regulations promulgated by the Director of Health.
2. In the event that the Director of Health has reason to believe that an abandoned hazardous materials establishment or UST is located on or under any real property within the City and County of San Francisco, the Director shall notify in writing the owner of the real property that an abandoned hazardous materials establishment or UST may be located on or under the real property and compliance with this Article is required.
4. Buyer has been advised to conduct his/her own inspection by a licensed contractor or other appropriate professional specializing in underground storage tanks, whether or not Seller has provided Buyer with a UST report. Buyer has not (or, if checked, ☐ has) received a report prepared for Seller by a licensed contractor or other appropriate professional stating that no underground storage tanks could be located on the Property (or, if checked, o underground storage tanks have been removed).

By signing below, Buyer acknowledge(s) that Buyer has read, understands, and received a copy of this Underground Storage Tank Disclosure form.

Buyer(s): _____ Date: _____

Address: _____

Seller(s): _____ Date: _____

Address: _____

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

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ADDITIONAL DISCLOSURES

BAY AREA RESIDENTIAL FIREPLACE DISCLOSURE

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

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

ADDITIONAL DISCLOSURES

GOVERNMENT BOOKLETS

Government agencies have provided booklets for the education of homeowners containing important information about Mold, Home Energy Conservation, Earthquake Safety, Lead in the Home, and other hazards. Additional copies of these booklets in English and Spanish can be found on our website at <https://www.snapnhd.com/resources>.

RESIDENTIAL GOVERNMENT BOOKLETS

A Brief Guide to Mold, Moisture, and Your Home
<https://www.snapnhd.com/resources/mold.pdf>

What is Your Home Energy Rating?
<https://www.snapnhd.com/resources/energyrating.pdf>

Homeowner's Guide to Earthquake Safety (2020 Edition)
<https://www.snapnhd.com/resources/earthquakesafety.pdf>

Protect Your Family From Lead in Your Home
<https://www.snapnhd.com/resources/lead.pdf>

Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords, and Tenants
<https://www.snapnhd.com/resources/environmentalhazards.pdf>

COMMERCIAL GOVERNMENT BOOKLETS

Mold Remediation in Schools and Commercial Buildings
<https://www.snapnhd.com/resources/moldremediation.pdf>

Commercial Property Owner's Guide to Earthquake Safety
<https://www.snapnhd.com/resources/commercialearthquakesafety.pdf>

TAX INFORMATION

TRANSFER FEE NOTICE

This is commonly known as a "Private Transfer Tax." It is a fee imposed by a private entity such as a property developer, home builder, or home owner association, when a property within a certain type of subdivision is sold or transferred. A private transfer fee may also be imposed by an individual property owner. Private transfer fees are different from city or county Documentary Transfer Taxes. Private Transfer Fees may apply in addition to government Documentary Transfer Taxes that are due upon sale or transfer of the property.

California Civil Code Section 1098 defines a "transfer fee" as "any fee payment requirement imposed within a covenant, restriction, or condition contained in any deed, contract, security instrument, or other document affecting the transfer or sale of, or any interest in, real property that requires a fee be paid as a result of transfer of the real property." Certain existing fees such as government fees, court ordered fees, mechanic lien fees, common interest development fees, etc. are specially excluded from the definition of "transfer fee."

To determine if the property is subject to a Transfer Fee, OBTAIN COPIES OF ALL EXCEPTIONS LISTED ON THE PRELIMINARY TITLE REPORT FROM THE TITLE COMPANY AND READ THEM TO DETERMINE IF ANY TRANSFER FEES ARE APPLICABLE. Please be aware that private transfer fees may be difficult to identify by simply reading the title report.

Civil Code Section 1102.6(e) requires the transferor to notify the transferee of whether a private transfer fee applies and if present, to disclose certain specific information about the fee.

Content of Disclosure. Civil Code Section 1102.6(e) requires the transferor to disclose specific information about any Transfer Fee that may affect the property. Please refer to the legal code or to the C.A.R. Form NTF (11/07), provided by the California Association of Realtors, for a standard format to use in making the Transfer Fee Disclosure if you elect to investigate and make this disclosure personally.

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 transferor 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.

NOTICE OF SUPPLEMENTAL PROPERTY TAX BILL

California Civil Code 1102.6c, states that the seller, or his or her agent, is responsible for delivering notice specifying information about supplemental tax assessments, as follows:

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 Collector's Office.

TAX INFORMATION

PROPERTY ASSESSED CLEAN ENERGY (PACE) ASSESSMENT

Property Assessed Clean Energy (PACE) Assessments are contractual assessment liens against the property for financing energy efficiency and renewable energy improvements on private property; both residential and commercial. Typical repayment times PACE loans are between 10 and 20 years, though some could be longer, but vary depending on the contract.

PACE assessments are a debt of property, meaning the debt is tied to the property as opposed to the owner of the property. Therefore, the repayment obligation may transfer with property ownership if the new owner and any first mortgage holder agree to assume the obligation. Fannie Mae and Freddie Mac will not purchase mortgage loans secured by properties with an outstanding PACE loan unless the terms of the PACE loan program do not provide for lien priority over the first mortgage liens. Therefore, some lending institutions may require that any PACE assessments be paid off before lending money in a real estate transaction.

This report discloses any PACE assessments that are included on the most recent property tax roll published by the county. Read the preliminary title report for more recent information on liens on the property.

THE SUBJECT PROPERTY **IS NOT** CURRENTLY SUBJECT TO PROPERTY ASSESSED CLEAN ENERGY ASSESSMENT(S).

TAX INFORMATION

1915 BOND ACT ASSESSMENT DISTRICT

xxImprovement Bond Act of 1915 Assessments Districts, also known as the 1915 Act bond, help to finance certain public capital improvements and infrastructure like streets, curbs, gutters, and underground sewer and water infrastructure. The money required to fund the improvements is obtained in advance through the issuance of municipal bonds. A special assessment lien is placed on the property within the Assessment District. The lien amount is calculated according to the specific benefit that an individual property receives from the improvement(s) and is amortized over a period of years and can be prepaid at any time. In most instances but not all, the assessment is placed on the secured tax roll and is collected with your annual county real property taxes.

If this property is subject to the Improvement Bond Act of 1915 Lien Assessment(s) listed below, the lien(s) will be repaid from annual assessment installments levied by the assessment district that will appear on the property tax bill, but which are in addition to the regular property taxes and any other charges and levies that will be listed on the property tax bills. Each assessment district has issued bonds to finance the acquisition or construction of certain public improvements that are of direct and special benefit to property within that assessment district.

THE SUBJECT PROPERTY **IS NOT** CURRENTLY SUBJECT TO IMPROVEMENT BOND ACT OF 1915 LIEN ASSESSMENT(S).

TAX INFORMATION

MELLO-ROOS COMMUNITY FACILITIES DISTRICT

Community Facilities Districts (CFD), also known as Mello-Roos Districts, are special districts established by local agencies as a means to finance certain public capital facilities and services especially in developing areas and areas undergoing rehabilitation. A special tax lien is placed on each property within the district for the annual payment of principal and interest as well as administrative expenses. The annual special tax continues until the bond is paid, or until revenues are no longer needed. Mello-Roos tax amounts may vary, and in some cases increase, or the term of the payments may be extended, especially if additional bonds are issued. These special taxes are usually collected with regular property tax installments.

If this property is subject to the Mello-Roos CFD(s) lien(s) listed below, it is subject to a special tax that will appear on your property tax bill that is in addition to the regular property taxes and any other charges and benefit assessments on the property. If you fail to pay this tax when due each year, the property may be foreclosed upon and sold. There is a maximum special tax that may be levied against this parcel each year to pay for public facilities. This amount may be subject to increase each year based on the special tax escalator listed below (if applicable). The annual tax charged in any given year may not exceed the maximum tax amount. However, the maximum tax may increase if the property use changes, or if the home or structure size is enlarged. The special tax will be levied each year until all of the authorized facilities are built and all special tax bonds are repaid. If additional bonds are issued, the estimated end date of the special tax may be extended.

THE SUBJECT PROPERTY **IS NOT** CURRENTLY SUBJECT TO MELLO-ROOS COMMUNITY FACILITIES SPECIAL TAX LIEN(S):

TAX INFORMATION

2025-2026 PROPERTY TAX BILL BREAKDOWN

This is an estimate of the original secured property tax charges for the reported subject property in this disclosure using information obtained from the County on a specified date. Changes made by the County or the underlying public agencies levying charges against this property after the specified date may not be reflected in this report.

GENERAL AD VALOREM TAXES

General: Prop 13	San Francisco County Tax Collector	(415) 701-2311	\$9,180.00
General: Ad Valorem	San Francisco County Tax Collector	(415) 701-2311	\$1,677.00

DIRECT AND/OR SPECIAL ASSESSMENTS

ASSESSMENT NAME	CONTACT AGENCY	CONTACT NUMBER	LEVY
SFUSD FACILITY DIST	SFUSD: Senior Citizen Exemption Office	(415) 355-2203	\$43.00
SFCCD PARCEL TAX	Count of San Francisco	(415) 487-2400	\$99.00
SF BAY RESTORATION AUTH	San Francisco Bay Restoration Authority	(888) 508-8157	\$12.00

TOTAL 2025-2026 AMOUNT

\$11,011.00

TAX INFORMATION

This worksheet contains two sections to assist buyers in estimating their property taxes and supplemental tax bills. This worksheet is for estimation purposes only and is not a substitute to the County's property tax bill. Supplemental Tax Bills are not paid through escrow and are not accounted for in the impound account of your mortgage lender. Properties that are undeveloped, or possible exemptions for the property are not reflected in this estimate. To use our interactive tax estimator, please go to <https://www.snapnhd.com/tax-estimator>.

PROPERTY TAX ESTIMATOR

	Estimated Purchase Price	
X	Estimated Ad Valorem Tax Rate	0.0118268
=	Multiply Estimated Purchase Price by Estimated Ad Valorem Tax Rate. This is your Estimated Ad Valorem Tax.	
+	Direct Assessments Total (includes Mello-Roos and 1915 Bond Act Assessments).	\$154.00
=	Add Estimated Ad Valorem Tax and Direct Assessments Total. This is your Total Estimated Annual Tax Amount after sale.	

SUPPLEMENTAL TAX BILL ESTIMATOR

	Estimated Purchase Price	
-	Current Net Taxable Value (NTV)	\$918,000
=	Subtract Current NTV from Estimated Purchase Price. This is your Estimated Supplemental Assessed Value.	
X	Estimated Ad Valorem Tax Rate	0.0118268
=	Multiply Estimated Supplemental Assessed Value by Estimated Ad Valorem Tax Rate. This is your Estimated Full-Year Supplemental Tax Amount. This is also your Second Estimated Supplemental Tax Bill if close of escrow is Jan-May.	
X	Closing Month Percentage (from table below)	
=	Multiply Estimated Full-Year Supplemental Tax Amount by Closing Month Percentage. If close of escrow is Jan-May, this is your First Estimated Supplemental Tax Bill. If close of escrow is Jun-Dec, this is your Total Estimated Supplemental Tax Bill.	
=	Total Estimated Supplemental Tax Amount If close of escrow is Jan-May, add First and Second Estimated Supplemental Tax Bills. If close of escrow is Jun-Dec, Total Estimated Supplemental Tax Amount is equal to the First Estimated Supplemental Tax Bill.	

MONTH PERCENTAGE TABLE

Month	Factor	Month	Factor	Month	Factor	Month	Factor
January	0.4167	April	0.1667	July	0.9167	October	0.6667
February	0.3333	May	0.0833	August	0.8333	November	0.5833
March	0.2500	June	1.000	September	0.7500	December	0.5000

NOTICES & ADVISORIES

These notices are not substitutes for seller's disclosure obligations pursuant to state law. Please see Real Estate Transfer Disclosure Statement for more information.

TOXIC MOLD ADDENDUM

California law (California Civil Code Section 1102.6 et seq.) requires any seller, transferor, or lessor of residential, commercial or industrial property; or public entity that owns, leases, or operates a building provide a written disclosure to prospective purchasers, prospective tenants, renters, or occupants if the seller, transferor, lessor, or public entity has knowledge of mold conditions or in specified instances has reasonable cause to believe, that mold (visible or hidden) that exceeds permissible exposure limits is present that affects the unit, or building. The California Department of Public Health is designated as the lead agency for identifying, adopting, and determining permissible exposure limits to mold in indoor environments, mold identification and remediation efforts. For more information, please visit:

<https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/Mold.aspx>

METHAMPHETAMINE CONTAMINATED PROPERTY DISCLOSURE

California law (Health and Safety Code Section 25400.28) requires property owners to notify prospective buyers in writing of any pending order that would prevent the use or occupancy of a property because of methamphetamine laboratory activity, and to provide the prospective buyer with a copy of the pending order. Receipt of a copy of the pending order shall be acknowledged in writing by the prospective buyer. The "Methamphetamine Contaminated Property Cleanup Act of 2005," chapter 6.9.1 specifies human occupancy standards for property that is subject to the act. These standards will be replaced by any that are devised by the Department of Toxic Substance Control, in consultation with the Office of Environmental Substance Control. In addition, this act outlines procedures for local authorities in dealing with methamphetamine contaminated properties, including the use of a property lien. This disclosure is meant to inform prospective buyers of the California disclosure law regarding methamphetamine lab activity, and does not indicate or imply that a particular property is or has been contaminated according to law. For more information, please reference the following EPA Pamphlet:

https://www.epa.gov/sites/production/files/documents/meth_lab_guidelines.pdf.

NOTICE OF DATABASE DISCLOSURE – 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.

NOTICES & ADVISORIES

WATER-CONSERVING PLUMBING FIXTURES

Pursuant to California Civil Code 1101.4, all residences built on or before January 1, 1994, are to be equipped with water-conserving plumbing fixtures after January 1, 2017.

Pursuant to California Civil Code 1101.5, all multifamily and commercial properties built on or before January 1, 1994, are to be equipped with water-conserving plumbing fixtures after January 1, 2019. Any multifamily or commercial property altered or improved to increase the floor area by 10%, or is more than \$150,000, requires water-conserving plumbing fixtures.

These regulations do not apply to registered historical sites, properties where a licensed plumber has determined that water conserving plumbing fixtures are not feasible for the property, or for a building that is permanently disconnected from water service.

The installation of water-conserving plumbing fixtures is not a point-of-sale requirement. Seller's are required to disclose to the buyer the requirements concerning water-conserving plumbing fixtures and whether or not the property contains any non-compliant water fixtures.

Non-compliant water fixtures include: any toilet manufactured to use more than 1.6 gallons of water per flush, any urinal manufactured to use one than 1 gallon of water per flush, any showerhead manufactured with a flow capacity greater than 2.5 gallons of water per minute, or any interior faucet with a flow capacity greater than 2.2 gallons of water per minute.

GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES NOTICE

This notice is being provided to simply 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 <https://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.

NOTICES & ADVISORIES

FEDERAL FLOOD INSURANCE NOTICE

Floods can have a devastating effect on communities, causing loss of life, property damage, and loss of income, and can have an adverse effect on government functioning. As such, the federal government has designed measures that are intended to aid disaster assistance by encouraging insurance coverage for those properties in flood disaster areas. To that end, in addition to the flood disclosure in the Natural Hazard Disclosure Statement, Federal law (U.S. Code Title 42, Chapter 68, subchapter III, § 5154a(b)(1)) requires a seller, no later than the date on which a property is to be transferred, to notify a buyer of the requirement to purchase and maintain flood insurance, if disaster relief assistance (including a loan assistance payment) has been previously provided on that property and such assistance was conditioned on obtaining flood insurance according to Federal law. If a buyer fails to obtain and maintain flood insurance on a property disclosed to have been in a previous federal disaster area and that received disaster relief assistance, then no Federal disaster relief assistance will be made available should that property subsequently be in a flood disaster area. State law also prohibits "state disaster assistance from being provided to a person required to maintain flood insurance by state or federal law, who has canceled or failed to maintain that coverage."

Your mortgage lender may require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Recent changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the purchase of flood insurance for the property. You may also wish to contact the Federal Emergency Management Agency (FEMA) for more information about flood insurance as it relates to this property. The information contained here is not intended to indicate whether a property has been in a Federal disaster area and has received Federal disaster relief assistance, but merely to indicate an additional flood insurance disclosure requirement related to future disaster relief assistance availability.

WOOD BURNING HEATER ADVISORY

The Clean Air Act defines the EPA's responsibilities for protecting and improving the nation's air quality and the stratospheric ozone layer. The EPA has developed ambient air quality trends for particle pollution, also called Particulate Matter (PM). Under the Clean Air Act, EPA sets and reviews national air quality standards for Particulate Matter (PM). Air quality monitors measure concentrations of PM throughout the country. EPA, state, tribal and local agencies use that data to ensure that PM in the air is at levels which protect public health and the environment. Approximately 10 million wood stoves are currently in use in the United States, and 70 to 80 percent of them are older, inefficient, conventional stoves that emit PM. The Great American Woodstove Changeout is a voluntary program administered by the EPA designed to reduce particle pollution from woodstoves by encouraging people to replace older, more polluting stoves with EPA-certified stoves and fireplace inserts. It also provides information on building more efficient, less polluting fires. Certain jurisdictions have established legal requirements to reduce wood smoke. For example, some communities have restrictions on installing wood-burning appliances in new construction. For more information on possible regulations in your area go to <https://www.epa.gov/burnwise>.

NOTICES & ADVISORIES

ABANDONED MINES ADVISORY

According to the Abandoned Mine Lands Unit of the State of California Department of Conservation, there are more than 165,000 mine features on more than 47,000 abandoned mine sites in the State of California. Mines can present serious physical safety hazards such as open shafts and tunnels, and they may create the potential to contaminate surface water, groundwater, or even air quality. Approximately 84 percent of those sites contain physical safety hazards. The public is warned against entering any open shafts or mine openings.

Some abandoned mines are such massive problems and have earned a spot on the Federal Superfund Environmental Hazards 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. For more information please visit the Abandoned Mine Lands Unit website: https://www.conservation.ca.gov/dmr/abandoned_mine_land.

ABANDONED WELLS ADVISORY

According to the California Department of Water Resources, an abandoned or "permanently inactive well" is a well that has not been used for a period of one year. Abandoned wells that are not properly sealed are a potential hazard to people and animals and may be a potential site of illegal waste disposal. Abandoned wells may allow contamination of groundwater. Abandoned wells should be destroyed in accordance with methods developed by the Department of Water Resources pursuant to Section 13800 of the Water Code.

OIL AND GAS WELL ADVISORY

California is ranked fourth in the nation among oil producing states. Surface oil production is concentrated mainly in Southern California, and in districts elsewhere in the State. However, because the California'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. Buyer should be aware that the Department of Conservation database lists oil and gas wells in any county, and those may include abandoned wells. Health and safety hazards may be associated with oil and gas wells, whether abandoned, capped or active, but not limited to, soil and groundwater contamination, oil and methane seeps, fire hazards, air quality problems, and physical safety hazards to humans and animals. For general information, visit the California Department of Conservation, Division of Oil, Gas and Geothermal Resources at: <https://www.conservation.ca.gov/calgem/Pages/Oil-and-Gas.aspx>.

RADON GAS ADVISORY

Radon is a gas that is produced from the radioactive decay of uranium and thorium found in certain rock and soil types. Radon, an odorless and colorless gas, can move from the soil into buildings. Exposure to concentrated levels of radon can increase a person's risk of developing lung cancer. The Highest Radon Potential, Zone 1, is set at 4.0pCi/l and above by the U.S. Environmental Protection Agency (EPA). The EPA recommends indoor radon testing for all homes and recommends radon reduction measures for homes with radon levels of 4.0pCi/l and above. Radon testing kits can be purchased by homeowners or homeowners can hire contractors to provide the testing. For more information, visit the California Department of Public Health at <https://www.cdph.ca.gov/Programs/CEH/DRSEM/Pages/EMB/Radon/Radon.aspx>.

CALIFORNIA'S 2016 ENERGY EFFICIENCY STANDARDS ADVISORY

The California Energy Commission adopted Title 24, Building Energy Efficiency Standards for 2016. Under these standards, local governments must adopt and enforce building codes that require certain energy efficient features in residential buildings including but not limited to high-performance insulation within walls and attics, high-efficacy luminaires, and reduction of duct leakage. For more information, visit the California Energy Commission at <https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards>.

NOTICES & ADVISORIES

HOME ENERGY EFFICIENCY IMPROVEMENTS TAX CREDIT ADVISORY

According to the DOE, the higher replacement cost of SEER 13-compliant air conditioning system will be offset by a savings of up to 23 percent in monthly energy costs. The California Energy Commission notes that leaking ductwork accounts for up to 25 percent of the heating costs of a typical home. Therefore, compliance with the new Federal and State standards offers substantial benefits to the property owner, as well as significant environmental benefits through decreased energy consumption, compared with older systems. In addition, consumers who purchase and install specific products, such as energy efficient windows, insulation, doors, roofs, and heating and cooling equipment in the home can receive a tax credit of up to \$500 beginning January 2006. For more information visit <https://www.energy.gov/search/site?keywords=tax+credit>.

DUCT SEALING AND TESTING REQUIREMENT ADVISORY

The Energy Policy and Conservation Act directs the Department of Energy (DOE) to establish minimum efficiency standards for various products, including central air conditioners and heat pumps. The DOE has amended the energy conservation standards for residential central air conditioners and heat pumps manufactured for sale in the United States. As of January 23, 2006, these products are required to be manufactured with an energy rating of 13 SEER (SEER, Seasonal Energy Efficiency Ratio, is the measurement of energy efficiency for the cooling performance of central air conditioners and heat pumps). This amended SEER rating is 30 percent more efficient than 10 SEER, the previous standard. This new standard applies to split system air conditioners and heat pumps and small duct, high velocity systems manufactured after January 23, 2006. Products manufactured prior to this date with a SEER rating of less than 13 may still be sold and installed. Homeowners are not required to replace or upgrade existing central air conditioning units or heat pumps to comply with the new standards. Additional information may be found at: http://www.eere.energy.gov/buildings/appliance_standards/residential/central_ac_hp.html or at www.cheers.org.

As of October 1, 2005, home's ducts tested for leaks when the central air conditioner or furnace is installed or replaced. Ducts that leak 15 percent or more must be repaired to reduce the leaks. After your contractor tests and fixes the ducts, you choose whether to have an approved third-party field verifier check to make sure the duct testing and sealing was done properly or to have your house included in a random sample where one in seven duct systems are checked. Duct sealing is not required in the following situations: 1) when homes are in specific coastal climates; 2) when systems have less than 40 feet of ductwork in unconditioned spaces like attics, garages, crawlspaces, basements or outside the building, or 3) when ducts are constructed, insulated or sealed with asbestos. There also are specific alternatives that allow high efficiency equipment and added duct insulation to be installed instead of fixing duct leaks. You also should know that any contractor failing to obtain a required building permit and failing to test and repair your ducts is violating the law and exposing you to additional costs and liability. Real estate law requires you to disclose to potential buyers and appraisers whether or not you obtained required permits for work done on your house. If you do not obtain a permit, you may be required to bring your home into compliance with code requirements for that work and you may have to pay penalty permit fees and fines prior to selling your home. According to the California Energy Commission, these duct sealing requirements apply when the following are replaced: the air handler, the outdoor condensing unit of a split system air conditioner or heat pump, the cooling or heating coil, or the furnace heat exchanger. More information may be found at <https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards>.

NOTICES & ADVISORIES

ENDANGERED SPECIES ACT ADVISORY

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.

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 additional information, please visit the U.S. Fish & Wildlife Service at: <http://www.fws.gov>.

NATURALLY OCCURRING ASBESTOS ADVISORY

Asbestos is the common name for a group of silicate minerals that are made of thin, strong fibers. It occurs naturally in certain geologic settings in California, most commonly in ultrabasic and ultramafic rock, including serpentine rock. These rocks are commonly found in the Sierra Foothills, the Klamath Mountains, Coast Ranges, and along some faults. While asbestos is more likely found in these rock formations, its presence is not certain. Because asbestos is a mineral, asbestos fibers are generally stable in the natural environment. The fibers will not evaporate into the air. Some naturally occurring asbestos can become friable, or crushed into a powder. This may occur when vehicles drive over unpaved roads or driveways that are surfaced with ultrabasic, ultramafic or serpentine rock, when land is graded for building purposes, or at quarrying operations. Weathering and erosion may also naturally release asbestos. Friable asbestos can become suspended in the air, and under these conditions, asbestos fibers represent a significant risk to human health. Asbestos is a known carcinogen, and inhalation of asbestos may result in the development of lung cancer. SnapNHD recommends that the buyer(s) visit the California Department of Conservation, Division of Mines and Geology website for further information and maps at <https://www.conservation.ca.gov/cgs/mineral-hazards/asbestos>.

SOLAR ENERGY SYSTEMS NOTICE

On and after January 1, 2018 the seller or transfer of residential real property within a common interest development shall disclose to the perspective buyer(s) or transferee the existence of any solar energy system owned by the seller and the related responsibilities of the owner according to California Civil Code Section 4746.

The owner and each successive owner of the solar energy system is required to maintain a homeowner liability coverage policy at all times and to provide the homeowner's association with the corresponding certificate of insurance within 14 days of approval of the application and annually thereafter.

The owner and each successive owner of the solar energy system is responsible for the cost of damage to the common area, exclusive use common area, or separate interests resulting from the installation, maintenance, repair, removal, or replacement of the solar energy system.

Further, the owner and each successive owner of the solar energy system is responsible for the cost of maintenance, repair, and replacement of the solar energy system until it has been removed and for the restoration of the common area, exclusive use common area, or separate interests after removal. The new owner will be responsible for the same disclosures mentioned above to subsequent buyers.

NOTICES & ADVISORIES

CARBON MONOXIDE ALARM REQUIREMENT ADVISORY

Carbon Monoxide is created when fuels, such as gasoline, wood, coal, natural gas, propane, oil, or menthane, burn incompletely. Carbon monoxide poisoning is the leading cause of accidental poisoning deaths in the United States. Low levels of carbon monoxide poisoning can cause shortness of breath, mild headaches, nausea, and fainting. Carbon monoxide is called the “silent killer” or “invisible killer” because the gas cannot be seen or smelled. Carbon monoxide alarms are designed to alert residents before exposure to carbon monoxide causes a health hazard.

California Residential Code R315 requires carbon monoxide detectors in all existing buildings and new construction where either or both of the following exist: the dwelling unit contains a fuel-fired appliance or fireplace, or the dwelling unit has an attached garage with an opening that communicates with the dwelling unit. In the case where an addition is made to an existing dwelling not previously requiring a carbon monoxide alarm, or a fuel-burning heater, appliance, or fireplace is added to an existing dwelling, new carbon monoxide alarms shall be installed. Carbon monoxide alarms shall be placed in the following locations: 1) outside of each separate sleeping area in the immediate vicinity of the bedrooms, 2) on every occupiable level of a dwelling unit, including basements, 3) where a fuel-burning appliance is located within a bedroom or its attached bathroom, a carbon monoxide alarm shall be installed within the bedroom.

For more information on carbon monoxide or to get a list of approved carbon monoxide alarms, visit <http://www.fire.ca.gov>. To review CalFire's safety bulletin visit: <https://www.fire.ca.gov/media/5324/carbonmonoxide.pdf>.

ENVIRONMENTAL DISCLOSURES

This report identifies known hazardous waste/contaminated sites, solid waste landfills, and leaking underground fuel tanks in proximity to the subject site. The databases used were obtained from selected government agencies in charge of collecting and keeping such records. This report is NOT a Phase I Environmental Site Assessment. For the purposes of this report, only known contaminated sites, solid waste landfills, and leaking underground storage tanks are reported from selected government databases.

TOXIC RELEASE INVENTORY SITE [TRIS] (1 MILE)

According to the United States Environmental Protection Agency (EPA), the Toxics Release Inventory (TRI) Program is intended to provide the public with information about TRI chemicals, including releases, waste management and pollution prevention from TRI-reporting facilities. TRI tracks the management of certain toxic chemicals that may pose a threat to human health and the environment. U.S. facilities in different industry sectors must report annually how much of a chemical is released to the environment and/or managed through recycle, energy recovery and treatment. More information about TRI data can be found here:

<https://www.epa.gov/toxics-release-inventory-tri-program/tri-data-and-tools>.

Based on the database reviewed, the subject property **IS NOT** located within 1 Mile of a Known Toxic Release Inventory Site (TRIS)

ENVIRONMENTAL DISCLOSURES

ENVIROSTOR FACILITY OR SITE (1 MILE)

According to the Department of Toxic Substance Control (DTSC), EnviroStor is the department's data management system for tracking the cleanup, permitting, enforcement, and investigation activities at hazardous waste facilities, sites with known contaminants, or sites where there may be reasons to investigate further. The EnviroStor database can be accessed through the DTSC website at: <http://www.envirostor.dtsc.ca.gov>.

Based on the database reviewed, the subject property **IS** located within 1 Mile of a Known EnviroStor Facility

FACILITIES AND SITES

- PROJECT NAME: COW PALACE
ADDRESS: GENEVA AVENUE AND SANTOS STREET, DALY CITY, CA 94014
DISTANCE FROM PROPERTY: 0.46 miles
- PROJECT NAME: Bayshore Elementary Reconstr
ADDRESS: 155 Oriente Street, Daly City, CA 94014
DISTANCE FROM PROPERTY: 0.53 miles
- PROJECT NAME: SF WATER DEPARTMENT (PG&E MA
ADDRESS: GENEVA AVENUE & BAYSHORE BLVD, DALY CITY, CA 94014
DISTANCE FROM PROPERTY: 0.53 miles
- PROJECT NAME: PG&E - MARTIN SERVICE DALY C
ADDRESS: 731 SCHWERIN STREET, DALY CITY, CA 94014
DISTANCE FROM PROPERTY: 0.54 miles
- PROJECT NAME: SCHLAGE LOCK COMPANY
ADDRESS: BAYSHORE BLVD AND SUNNYDALE AVE., SAN FRANCISCO, CA 94134
DISTANCE FROM PROPERTY: 0.63 miles
- PROJECT NAME: BAYSHORE PARK
ADDRESS: 47 MIDWAY DRIVE, DALY CITY, CA 94014
DISTANCE FROM PROPERTY: 0.67 miles
- PROJECT NAME: PG&E - MARTIN SERVICE LEVISO
ADDRESS: 731 SCHWERIN STREET, DALY CITY, CA 94014
DISTANCE FROM PROPERTY: 0.7 miles
- PROJECT NAME: Blanken Av. Parking lot for
ADDRESS: 2201 Bayshore Blvd., SAN FRANCISCO, CA 94134
DISTANCE FROM PROPERTY: 0.72 miles
- PROJECT NAME: SOUTHERN PACIFIC - BRISBANE
ADDRESS: GENEVA AVENUE AND BAYSHORE BOULEVARD, BRISBANE, CA 94005
DISTANCE FROM PROPERTY: 0.73 miles
- PROJECT NAME: Former Midway Village - (J09
ADDRESS: Primary Streets are Schwerin and Martin Streets, and Midway Drive, Daly City, CA 94015
DISTANCE FROM PROPERTY: 0.74 miles

This property has 12 sites nearby. Listed above are the 10 closest sites. Refer to the Envirostor appendix at the end of the environmental disclosures for a complete list.

ENVIRONMENTAL DISCLOSURES

SPILLS, LEAKS, INVESTIGATIONS, AND CLEANUPS SITE [SLIC] (1/2 MILE)

The California State Water Resources Control Board Spills, Leaks, Investigations & Cleanups (SLIC) program oversees soil and water investigations, corrective actions, and human health risk assessments as sites with current or historic unauthorized discharges, which have adversely affected or threaten to adversely affect waters of the State. Procedures for Site investigation and remediation are specified in State Water Resources Control Board Resolution No. 92-49 entitled Policies and Procedures for investigation and Cleanup and Abatement of discharges under Water Code Section 13304. A site is given a “closed” status when the remaining contamination in the soil, surface water, groundwater, or air meets a risk or cleanup threshold determined not to pose a threat to human health or the environment. Sites with an “open” status require further cleanup to be granted a “closed” status. The Geotracker database can be found at:

<https://geotracker.waterboards.ca.gov/>.

Based on the database reviewed, the subject property **IS** located within 1/2 Mile of a Known California Spills, Leaks, Investigations, and Cleanups Site

FACILITIES AND SITES

- CASE NO: SLT2O05258
ADDRESS: , DALY CITY, CA
DISTANCE FROM PROPERTY: 0.49 miles
STATUS: Completed - Case Closed - 02/03/2021
LINK: [SLT2O05258](#)

ENVIRONMENTAL DISCLOSURES

LEAKING UNDERGROUND STORAGE TANKS [LUST] (1/4 MILE)

The California Environmental Protection Agency's State Water Resources Control Board administers the Underground Storage Tank (UST) Program. A UST is defined as any tank or combination of tanks, that is used for the storage of hazardous materials and that is stored partially or totally beneath the ground. "Geotracker" is the State's database system used by State and regional boards, and local agencies to track and archive data from released of hazardous materials from USTs. The Geotracker database can be found here:

<http://geotracker.waterboards.ca.gov/>.

Based on the database reviewed, the subject property **IS NOT** located within 1/4 Mile of a Known Leaking Underground Storage Tank

ENVIRONMENTAL DISCLOSURES

NATIONAL PRIORITY LIST [SUPERFUND SITES] (1 MILE)

The United States Environmental Protection Agency (EPA) maintains a list of national priorities, sometimes referred to as Superfund sites, among the known releases or threatened releases of hazardous substances, pollutants, or contaminants throughout the United States and its territories. This list is known as the National Priorities List (NPL). According to the EPA, the NPL is intended to primarily guide the EPA in determining which sites warrant further investigation. Inclusion of a site on the NPL does not in itself reflect a judgment of the activities of its owner or operator, does not require those persons to undertake any action, or assign liability to any person. More information regarding the NPL can be found at:

<https://www.epa.gov/superfund/superfund-national-priorities-list-npl>

Based on the database reviewed, the subject property **IS NOT** located within 1 Mile of a Known National Priority List Site (Superfund Site)

ENVIRONMENTAL DISCLOSURES

RESOURCE CONSERVATION AND RECOVERY ACT [RCRA] (1 MILE)

According to the United States Environmental Protection Agency (EPA), the Resource Conservation and Recovery Act (RCRA) is the law that creates the framework for the proper management of hazardous and non-hazardous solid waste. Hazardous waste handler information is contained in the RCRAInfo database; a national program management and inventory system about hazardous waste handlers. The RCRAInfo database can be used to identify and locate data for specific handlers and to find a wide range of information on treatment, storage, and disposal facilities regarding permit/closure status, compliance with Federal and State regulations, and cleanup activities. The RCRAInfo database can be found here:

<https://enviro.epa.gov/facts/rcrainfo/search.html>.

Based on the database reviewed, the subject property **IS** located within 1 Mile of a Known Resource Conservation and Recovery Act Site (RCRA)

FACILITIES AND SITES

- SITE NAME: VISITACION VALLEY ELEMENTARY SCHOOL
ADDRESS: 55 SCHWERIN ST, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.1 miles
- SITE NAME: SFUSD868 VISITACION VALLEY MS
ADDRESS: 450 RAYMOND AVE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.2 miles
- SITE NAME: PACIFIC BELL
ADDRESS: 1655 VISITACION AVENUE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.2 miles
- SITE NAME: CCSFREC PARKAQUATICS DIVISIONCOFFMAN POOL
ADDRESS: 1701 VISITACION AV, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.23 miles
- SITE NAME: SFHASUNNYDALE AMP 968
ADDRESS: 1654 SUNNYDALE AVE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.31 miles
- SITE NAME: LELAND CLEANERS
ADDRESS: 151 LELAND AVENUE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.36 miles
- SITE NAME: PREMIER ROASTER LLC
ADDRESS: 400 ALLAN STREET, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.38 miles
- SITE NAME: PUMP REPAIR SERVICE
ADDRESS: 405 ALLAN ST, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.38 miles
- SITE NAME: VIEW RITE
ADDRESS: 455 ALLAN STREET, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.39 miles
- SITE NAME: H Y AUTO BODY SHOP
ADDRESS: 417 ALLAN ST, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.39 miles

This property has 100 sites nearby. Listed above are the 10 closest sites. Refer to the Resource Conservation and Recovery Act appendix at the end of the environmental disclosures for a complete list.

ENVIRONMENTAL DISCLOSURES

MUNICIPAL SOLID WASTE FACILITIES [MSWF] (1/2 MILE)

According to the United States Environmental Protection Agency (EPA), a municipal solid waste landfill (MSWLF) is a discrete area of land or excavation that receives household waste. Each facility is managed by the state where it is located. In California, the Solid Waste Information System (SWIS) facility database contains information on solid waste facilities, operations and disposal sites. The database contains information about location, owner, operator, facility type, regulatory and operational status, authorized waste types and local enforcement agency inspection and enforcement records. The SWIS facility database can be found here:

<https://www2.calrecycle.ca.gov/SolidWaste/Site/Search>.

Based on the database reviewed, the subject property **IS NOT** located within 1/2 Mile of a known Solid Waste Facility

ENVIRONMENTAL DISCLOSURES

APPENDIX FOR ENVIROSTOR FACILITY OR SITE (1 MILE)

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DISTANCE FROM PROPERTY: 0.74 miles
- PROJECT NAME: MIDWAY VILLAGE
ADDRESS: 47 MIDWAY DRIVE, DALY CITY, CA 94014
DISTANCE FROM PROPERTY: 0.74 miles
- PROJECT NAME: SOUTH LEVINSON PARCEL
ADDRESS: MAIN STREET & BAYSHORE BOULEVARD, BRISBANE, CA 94014
DISTANCE FROM PROPERTY: 0.9 miles

ENVIRONMENTAL DISCLOSURES

APPENDIX FOR RESOURCE CONSERVATION AND RECOVERY ACT [RCRA] (1 MILE)

FACILITIES AND SITES

- SITE NAME: VISITACION VALLEY ELEMENTARY SCHOOL
ADDRESS: 55 SCHWERIN ST, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.1 miles
- SITE NAME: SFUSD868 VISITACION VALLEY MS
ADDRESS: 450 RAYMOND AVE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.2 miles
- SITE NAME: PACIFIC BELL
ADDRESS: 1655 VISITACION AVENUE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.2 miles
- SITE NAME: CCSFREC PARKAQUATICS DIVISIONCOFFMAN POOL
ADDRESS: 1701 VISITACION AV, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.23 miles
- SITE NAME: SFHASUNNYDALE AMP 968
ADDRESS: 1654 SUNNYDALE AVE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.31 miles
- SITE NAME: LELAND CLEANERS
ADDRESS: 151 LELAND AVENUE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.36 miles
- SITE NAME: PREMIER ROASTER LLC
ADDRESS: 400 ALLAN STREET, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.38 miles
- SITE NAME: PUMP REPAIR SERVICE
ADDRESS: 405 ALLAN ST, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.38 miles
- SITE NAME: VIEW RITE
ADDRESS: 455 ALLAN STREET, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.39 miles
- SITE NAME: H Y AUTO BODY SHOP
ADDRESS: 417 ALLAN ST, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.39 miles
- SITE NAME: NATIONWIDE PAPERS
ADDRESS: 450 ALLAN, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.41 miles
- SITE NAME: SEES CANDIES INC
ADDRESS: 450 ALLAN ST, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.41 miles
- SITE NAME: PACIFIC GAS AND ELECTRIC
ADDRESS: 3004 GENEVA AVENUE, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.44 miles
- SITE NAME: PGE MARTIN SERVICE CENTER
ADDRESS: 3004 GENEVA AVENUE, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.44 miles
- SITE NAME: MCDONALDS RESTAURANT
ADDRESS: 2750 GENEVA, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.46 miles
- SITE NAME: ALL BRIGHT CLEANERS
ADDRESS: 111 ACCACIA STREET, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.46 miles

ENVIRONMENTAL DISCLOSURES

APPENDIX FOR RESOURCE CONSERVATION AND RECOVERY ACT [RCRA] (1 MILE) (CONTINUED)

- SITE NAME: DOLLAR TREE 04735
ADDRESS: 2840 GENEVA AVE, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.47 miles
- SITE NAME: M YAN AUTOMOTIVE REPAIR
ADDRESS: 2579 GENEVA AVE, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.47 miles
- SITE NAME: PALACE AUTO SERVICESNA INC
ADDRESS: 2555 GENEVA AVE, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.47 miles
- SITE NAME: PGE MARTIN SERVICE DALY CITY YARD
ADDRESS: 731 SCHWERIN STREET, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.48 miles
- SITE NAME: PGE LARKIN SUBSTATION
ADDRESS: 731 SCHWERIN ST, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.48 miles
- SITE NAME: PGE MARTIN SERVICE LEVISON OU2
ADDRESS: 731 SCHWERIN STREET, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.48 miles
- SITE NAME: FOMER RYKOFF SEXTON
ADDRESS: 2650 BAYSHORE, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.5 miles
- SITE NAME: UNIQUE GARMENT DBA STRICTLY IMAGE
ADDRESS: 410 TALBERT ST, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.5 miles
- SITE NAME: PGE SAN FRANCISCO H MARTIN SUBSTATION
ADDRESS: 3150 GENEVA AVENUE, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.5 miles
- SITE NAME: SERYKOFF CO
ADDRESS: 480 TALBERT, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.52 miles
- SITE NAME: BAYSHORE SERVICE
ADDRESS: 2598 BAYSHORE BLVD, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.53 miles
- SITE NAME: OLYMPIC STATION FORMER
ADDRESS: 2550 BAYSHORE BL, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.53 miles
- SITE NAME: NKG AUTO REPAIR
ADDRESS: 2550 BAY SHORE BLVD, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.53 miles
- SITE NAME: P K AUTOMOTIVE INC
ADDRESS: 2598 BAY SHORE BLVD, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.54 miles
- SITE NAME: SCHLAGE LOCK COMPANY
ADDRESS: BAYSHORE BLVD AND SUNNYDALE AVE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.54 miles
- SITE NAME: EUROLAND 4X4 CENTER
ADDRESS: 2520 BAY SHORE BLVD, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.54 miles

ENVIRONMENTAL DISCLOSURES

APPENDIX FOR RESOURCE CONSERVATION AND RECOVERY ACT [RCRA] (1 MILE) (CONTINUED)

- SITE NAME: PACIFIC LITHOGRAPH CO INC
ADDRESS: 2555 BAYSHORE BLVD, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.55 miles
- SITE NAME: TW AUTOMOTIVE
ADDRESS: 2500 BAYSHORE BL, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.55 miles
- SITE NAME: M H AUTO SERVICES
ADDRESS: 2500 BAY SHORE BLVD, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.55 miles
- SITE NAME: PG E MARTIN SERVICE CENTER
ADDRESS: 3200 GENEVA AVENUE, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.55 miles
- SITE NAME: SCHLAGE LOCK CO
ADDRESS: 2401 BAYSHORE BLVD, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.59 miles
- SITE NAME: CHEVRON 99428
ADDRESS: 2690 BAYSHORE, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.59 miles
- SITE NAME: COW PALACE
ADDRESS: 0 GENEVA, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.59 miles
- SITE NAME: BAYSHORE GAS AND SERVICE
ADDRESS: 2260 BAYSHORE BL, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.6 miles
- SITE NAME: BAYSHORE GAS SERVICE
ADDRESS: 2260 BAY SHORE BLVD, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.6 miles
- SITE NAME: 11776 CITY AND COUNTY OF SAN FRANCISCO ENVIRONMENTAL HEALTH MANAGEMENT
ADDRESS: 2260 BAYSHORE BLVD, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.61 miles
- SITE NAME: BAYSHORE CHEVRON
ADDRESS: 2690 BAYSHORE BLVD, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.61 miles
- SITE NAME: 7ELEVEN INC STORE 21389
ADDRESS: 2200 BAYSHORE BLVD, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.62 miles
- SITE NAME: 7ELEVEN INC 19235
ADDRESS: 2700 BAYSHORE BLVD, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.62 miles
- SITE NAME: CITGO SOUTHLAND
ADDRESS: 2700 BAYSHORE, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.62 miles
- SITE NAME: SEARS HOME IMPROVEMENT PRODUCTS
ADDRESS: 15 MILL STREET, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.62 miles
- SITE NAME: COW PALACE
ADDRESS: GENEVA AVENUE AND SANTOS STREET, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.63 miles

ENVIRONMENTAL DISCLOSURES

APPENDIX FOR RESOURCE CONSERVATION AND RECOVERY ACT [RCRA] (1 MILE) (CONTINUED)

- SITE NAME: VERIZON WIRELESS GENEVA BAYSHORE
ADDRESS: 2200 GENEVA AVE 2600 GENEVA AVE, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.63 miles
- SITE NAME: SUNQUEST PROPERTIES INC
ADDRESS: 200 SUNNYDALE AVE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.64 miles
- SITE NAME: SOUTHERN PACIFIC TRANSPORTATION CO
ADDRESS: 200 SUNNYDALE AVENUE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.64 miles
- SITE NAME: SOUTHERN PACIFIC BRISBANE NORTH AREA
ADDRESS: GENEVA AVENUE AND BAYSHORE BOULEVARD, BRISBANE, CA
DISTANCE FROM PROPERTY: 0.65 miles
- SITE NAME: SOUTHERN PACIFIC BRISBANE OU2
ADDRESS: GENEVA AVENUE AND BAYSHORE BOULEVARD, BRISBANE, CA
DISTANCE FROM PROPERTY: 0.65 miles
- SITE NAME: SF WATER DEPARTMENT PGE MARTIN
ADDRESS: GENEVA AVENUE BAYSHORE BLVD, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.65 miles
- SITE NAME: V A AUTO REPAIR
ADDRESS: 2800 BAYSHORE, BRISBANE, CA
DISTANCE FROM PROPERTY: 0.66 miles
- SITE NAME: TUNTEX PROPERTIES
ADDRESS: GENEVA AVE AMP BAYSHORE BLVD, BRISBANE, CA
DISTANCE FROM PROPERTY: 0.66 miles
- SITE NAME: WOODROW WILSON HIGH
ADDRESS: 400 MANSELL STREET, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.71 miles
- SITE NAME: SFUSD884 PHILIP SALA BURTON HS
ADDRESS: 400 MANSELL ST, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.71 miles
- SITE NAME: COW PALACE
ADDRESS: 2600 GENEVA AVE, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.73 miles
- SITE NAME: VERIZON WIRELESS GENEVA BAYSH
ADDRESS: 2600 GENEVA AVENUE, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.73 miles
- SITE NAME: SFPUC
ADDRESS: 819 WOOLSEY STREET, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.73 miles
- SITE NAME: CCSFPUCWATERMCCLAREN PUMP STA
ADDRESS: 820 WOOLSEY ST, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.74 miles
- SITE NAME: HOUSING AUTHORITY OF CO OF SAN MATEO
ADDRESS: 47 MIDWAY DR, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.75 miles
- SITE NAME: MIDWAY VILLAGE
ADDRESS: 47 MIDWAY DRIVE, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.75 miles

ENVIRONMENTAL DISCLOSURES

APPENDIX FOR RESOURCE CONSERVATION AND RECOVERY ACT [RCRA] (1 MILE) (CONTINUED)

- SITE NAME: BAYSHORE PARK
ADDRESS: 47 MIDWAY DRIVE, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.75 miles
- SITE NAME: SUNQUEST PROPERTIES INC
ADDRESS: BAYSHORE BLVD SUNNYVALE, BRISBANE, CA
DISTANCE FROM PROPERTY: 0.75 miles
- SITE NAME: CCSFREC PARKLOUIS SUTTERMAINT
ADDRESS: 500 UNIVERSITY ST, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.76 miles
- SITE NAME: CECO CORPORATION
ADDRESS: 401 TUNNEL AVE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.78 miles
- SITE NAME: MACOR INCNORCAL WASTE SYSTEM
ADDRESS: 401 TUNNEL AVE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.79 miles
- SITE NAME: EASLEY BRASSY CORPORATION
ADDRESS: 411 TUNNEL AVENUE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.79 miles
- SITE NAME: SANITARY FILL COTRANSFER STAT
ADDRESS: 501 TUNNEL AVE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.8 miles
- SITE NAME: SANITARY FILL CO100 ALANA
ADDRESS: 501 TUNNEL AVE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.8 miles
- SITE NAME: SANITARY FILL COSHOP BLDGE
ADDRESS: 501 TUNNEL AVE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.8 miles
- SITE NAME: SANITARY FILL CO SWETS
ADDRESS: 501 TUNNEL AVE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.8 miles
- SITE NAME: RECOLOGY SAN FRANCISCO
ADDRESS: 501 TUNNEL AVENUE, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.8 miles
- SITE NAME: NORCALSANITARY FILL COMPANY
ADDRESS: 501 TUNNEL, BRISBANE, CA
DISTANCE FROM PROPERTY: 0.82 miles
- SITE NAME: BAYSHORE ELEMENTARY SD
ADDRESS: 1 MARTIN ST, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.83 miles
- SITE NAME: SFFD STATION 44
ADDRESS: 1298 GIRARD STREET, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.83 miles
- SITE NAME: CCSFPUCWATERUNIVERSITY MOUND RV
ADDRESS: 1000 BACON ST, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.85 miles
- SITE NAME: LAZZARI FUEL COMPANY
ADDRESS: 11 INDUSTRIAL WY, BRISBANE, CA
DISTANCE FROM PROPERTY: 0.85 miles

ENVIRONMENTAL DISCLOSURES

APPENDIX FOR RESOURCE CONSERVATION AND RECOVERY ACT [RCRA] (1 MILE) (CONTINUED)

- SITE NAME: TIGERS AUTOBODY PAINT
ADDRESS: 23 INDUSTRIAL WAY, BRISBANE, CA
DISTANCE FROM PROPERTY: 0.85 miles
- SITE NAME: BAYPORTER EXPRESS INC
ADDRESS: 27 INDUSTRIAL WY, BRISBANE, CA
DISTANCE FROM PROPERTY: 0.85 miles
- SITE NAME: BAYSHORE SD CS
ADDRESS: 36 INDUSTRIAL, BRISBANE, CA
DISTANCE FROM PROPERTY: 0.85 miles
- SITE NAME: SUNSET SCAVENGER CO
ADDRESS: TUNNEL AVE BEATTY RD, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.86 miles
- SITE NAME: SUNTECH WASTE SYST INC
ADDRESS: TUNNEL AVE BEATTY RD, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.86 miles
- SITE NAME: ENVIROCAL INC
ADDRESS: TUNNEL AVE BEATTY RD, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.86 miles
- SITE NAME: PRESIDIO OF SAN FRANCISCO PRESIDIO OF SAN FRANCISCO UST 1030
ADDRESS: 1030 GIRARD STREET, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.86 miles
- SITE NAME: MICHELUCCI ASOCIATES
ADDRESS: 505 TUNNEL, BRISBANE, CA
DISTANCE FROM PROPERTY: 0.86 miles
- SITE NAME: RECOLOGY SUNSET SCAVENGER COMP
ADDRESS: BEATTY ROAD, BRISBANE, CA
DISTANCE FROM PROPERTY: 0.87 miles
- SITE NAME: STATUE FACTORY
ADDRESS: 10 INDUSTRIAL WY, BRISBANE, CA
DISTANCE FROM PROPERTY: 0.88 miles
- SITE NAME: CITY OF DALY CITY
ADDRESS: 450 MARTIN STREET, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.88 miles
- SITE NAME: DALY CITY FIRE DEPT
ADDRESS: 464 MARTIN, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.88 miles
- SITE NAME: P F DISTRIBUTORS
ADDRESS: 511 TUNNEL AVE, BRISBANE, CA
DISTANCE FROM PROPERTY: 0.89 miles
- SITE NAME: J M AUTO BODY SHOP
ADDRESS: 620 CARTER STREET, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.89 miles
- SITE NAME: NORTH BAY PACIFIC THEATER AND
ADDRESS: 607 CARTER STREET, DALY CITY, CA
DISTANCE FROM PROPERTY: 0.89 miles
- SITE NAME: SOUTH LEVINSON PARCEL
ADDRESS: MAIN STREET BAYSHORE BOULEVARD, BRISBANE, CA
DISTANCE FROM PROPERTY: 0.9 miles

ENVIRONMENTAL DISCLOSURES

APPENDIX FOR RESOURCE CONSERVATION AND RECOVERY ACT [RCRA] (1 MILE) (CONTINUED)

- SITE NAME: PIT STOP AUTOMOTIVE
ADDRESS: 130 INDUSTRIAL WY, BRISBANE, CA
DISTANCE FROM PROPERTY: 0.9 miles
- SITE NAME: CORNERSTONE BAPTIST CHURCH
ADDRESS: 501 CAMBRIDGE STREET, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.9 miles
- SITE NAME: FELLOWSHIP ACADEMY
ADDRESS: 501 CAMBRIDGE ST, SAN FRANCISCO, CA
DISTANCE FROM PROPERTY: 0.9 miles
- SITE NAME: SUNSET GARAGENA INC
ADDRESS: 150 INDUSTRIAL WY, BRISBANE, CA
DISTANCE FROM PROPERTY: 0.91 miles

TERMS & CONDITIONS

This SnapNHD Natural Hazard Disclosure Report ("**Report**") is subject to each of the following Terms and Conditions. Each recipient of the Report, including transferor, seller, transferee, buyer, and their agents/brokers ("**Recipient**") agrees that the Report is subject to the following Terms and Conditions, and each Recipient agrees to be bound by such. By accepting or using this Report, Recipients hereby agree to be bound by all the terms, conditions, disclaimers and limitations of liability contained herein. If for any reason Recipient(s) does not intend to be bound by the conditions, limitations and disclaimers herein, or otherwise finds this Report unacceptable, Recipient(s) should immediately contact SnapNHD.

This Report is made for the real property specifically described 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, including but not limited to 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.

1. **Scope of Report.** The purpose of this Report is to assist Recipients in determining whether the Property is located within specified natural hazard zones and property tax districts, and in proximity to those specified environmental sites, where applicable. SnapNHD has not performed a physical or visual inspection of the property and this Report is not a substitute for a physical or visual inspection of the subject property. SnapNHD 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 subject property. SnapNHD has no information concerning whether the Property can be developed or improved. Recipient(s) is advised to consult the local Planning Department to determine whether factors beyond the scope of this Report may limit the buyers(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. SnapNHD has not independently verified the accuracy of the Assessor's Parcel Number ("APN") provided by Recipient(s). This report is not a warranty or policy of insurance.
2. **Additional Disclosure Obligations.** Pursuant to California law, Recipient(s) are obligated to make certain natural hazard and real estate disclosures in connection with the transfer of certain real property. Additionally, material facts that are within Recipient's actual knowledge must be disclosed.
3. **Third Party Disclaimer.** The information contained in this Report is intended for the exclusive use and benefit of Recipients. There shall be no third party beneficiary or third party reliance on this Report. This Report may not be used in a subsequent transaction or for any other real property. SnapNHD expressly disclaims all liability, including without limitation liability for negligence and breach of contract, to all third parties and otherwise.
4. **Public Records.** SnapNHD relies upon the public records and databases identified in the Report without conducting an independent investigation of their accuracy. SnapNHD assumes no responsibility for the accuracy or timeliness of the public records identified in the Report. SnapNHD expressly disclaims and excludes any and all other express and implied warranties, including, without limitation, warranties of merchantability or fitness for a particular purpose.
5. **Database Changes.** Updates to databases used in this Report are determined by the managing agency and may be made at any time and without notice. SnapNHD maintains an update schedule and makes commercially reasonable efforts to use updated information. For these reasons, SnapNHD reports information as of the date when the database was last updated by SnapNHD. That date is specified as the "Database Date" for each database. SnapNHD cannot certify that the data is up to the minute or otherwise timely and is under no duty to update this Report if and when the databases are updated subsequent to the Database Date specified in this Report.
6. **California, City/County Natural Hazard Disclosures, and Notices & Advisories.** The purpose of this Report is to assist Recipients in providing disclosures about whether the subject property is located in any of the six statutorily-required natural hazard areas. SnapNHD is also providing City/County natural hazard disclosures, other real estate disclosures, and notices and advisories on conditions which may impact the subject property. These additional disclosures, notices and advisories are either required by state law, local ordinance, or the information is readily and publicly available. No determination is made and no opinion is expressed or intended by this Report concerning the need to purchase earthquake, flood or fire insurance for the subject property. City/County natural hazard disclosures are provided as an accommodation. SnapNHD assumes no responsibility for the accuracy of any information included in the City/County natural hazard disclosures or otherwise.
7. **Governing Law/Venue.** The Report shall be governed by and construed in accordance with the internal laws of the State of California.

TERMS & CONDITIONS

8. **Tax Disclosures (if included in Report).** The purposes of the tax disclosures are to make preliminary determinations regarding whether secured tax rolls contain Mello-Roos Community Facilities District Special Taxes or Improvement Bond Act of 1915 Lien Assessments against the subject property, and to assist the Recipient(s) in fulfilling his/her duty to comply with California Civil Code Section 1102.6b. No determination is made and no opinion is expressed or intended by the Report concerning the existence of property tax liabilities.
9. **Environmental Disclosures (if included in Report).** The purpose of the environmental disclosures is to assist the Recipients in providing information regarding the subject property's proximity to certain site(s) impacted by certain environmental conditions. SnapNHD has not verified the accuracy or completeness of the databases containing environmental data. No determination is made and no opinion is expressed or intended by the Report concerning 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. This Report does not include the significance or extent of any health hazards, contamination or remediation of any site identified in this Report.
10. **Limitation of Liability to Recipient(s).** SnapNHD has prepared this report based upon public records and databases without independent verification of the accuracy of the information contained therein. SnapNHD is not liable to Recipient(s) for errors, inaccuracies, untimeliness, or omissions in this Report when such errors, inaccuracies or omissions were based upon information contained in the public records and databases, or were known to exist by Recipient(s) on the date of delivery of this Report to Recipient(s). SnapNHD's total liability to all Recipients collectively for any claim, including but not limited to claims for breach of contract or negligence, shall be for actual proven damages only caused directly by SnapNHD's error. Actual proven damages shall be measured by the difference in fair market value of the subject property caused by the error or omission as of the date of the Report.
11. **Indemnification.** SnapNHD will indemnify the owner of any property for which it issues a report, and that owner's real estate broker, agent, escrow agent, and transaction coordinator in any transaction related to the issuance of the report, for damages incurred to the extent that they are caused by the negligent acts, errors or omissions of SnapNHD or its employees or agents.
12. **Small Claims or Arbitration.** This provision constitutes an agreement to arbitrate disputes on an individual basis. All disputes and claims arising out of or relating to the Report which are not resolved in small claims court must be resolved by binding arbitration. This agreement to arbitrate includes, but is not limited to, all disputes and claims between SnapNHD, sellers(s) and buyer(s) and claims that arose prior to purchase of the Report. This agreement to arbitrate applies to seller(s) and buyer(s) successors in interest, assigns, heirs, spouses, and children. Any arbitration must take place on an individual basis. SnapNHD, seller(s) and buyer(s) agree that they are waiving any right to a jury trial and to bring or participate in a class action or representative lawsuit. Recipient(s) agree that the arbitrator lacks the power to consider claims for injunctive or declaratory relief, or to grant relief affecting 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 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 San Diego County or Fresno County. 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.
13. **Severability.** In the event any provision of the Terms and Conditions to this Report is determined to be invalid or unenforceable under applicable law, then such provision shall be deemed as severed from the remainder of the Terms and Conditions, and all of the other provisions of the Terms and Conditions shall remain in full force and effect.
14. **Other Agreements.** This Report constitutes the entire, integrated agreement between SnapNHD and Recipients, and supersedes and replaces all prior statements, representations, negotiations, and agreements. This Report and its Terms and Conditions may not be modified or amended except in a formal writing signed by SnapNHD and Recipient(s).



Compliance Advisory

March 15, 2016

Regulation 6, Rule 3: Wood-Burning Devices

Guidance for Residential Fireplace Disclosures

Attention: Anyone Selling, Renting or Leasing Property

On October 21, 2015, the Bay Area Air Quality Management District (Air District) adopted amendments to Regulation 6, Rule 3: Wood-Burning Devices to further reduce fine particulate emissions (PM_{2.5}) from residential wood burning. Effective June 1, 2016, Regulation 6, Rule 3, Section 304 requires anyone who is selling, renting or leasing property in the nine-counties of the Bay Area that has a wood-burning device to disclose health hazards of PM_{2.5}.

To comply with the requirements of the rule, the Air District prepared the enclosed "Residential Fireplace Disclosure." Disclosures must be signed and dated by the buyer or renter upon receipt. Additional information on the health hazards of burning wood may be considered if approval is obtained from the Air District. All requests for approval to meet June 1, 2016 requirement must be received by May 1, 2016.

For a copy of Regulation 6, Rule 3 please visit:

<http://www.baaqmd.gov/~media/files/planning-and-research/rules-and-regs/reg-06/rq0603.pdf?la=en>

For questions regarding this compliance advisory, please contact Eric Pop, Air Quality Specialist II at epop@baaqmd.gov or (415)749-5172.

Enclosure

DocuSigned by:

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Aug 17, 2026

RESIDENTIAL FIREPLACE DISCLOSURE

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

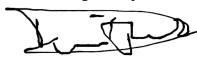
When the BAAQMD issues a Winter Spare the Air Alert during the winter season from November 1 through the end of February, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits. To check when a Winter Spare the Air Alert is issued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



**19330 Stevens Creek Blvd.
Cupertino, CA 95014
PH: (408) 342-6700 FX: (303) 323-6275**

Charlie Bateh
eXp Realty of California Inc
2603 Camino Ramon Suite 200
San Ramon, CA 94583
Phone No: (408) 209-5356

Escrow Officer: Martha Buchanan
Email: martha.buchanan@cstitleco.com
Assistant: Buchanan Team
Email: buchanteam@cstitleco.com
Escrow Number: 3630126-01521

DocuSigned by:

16AAE07B0D4A4BE...

Aug 17, 2026

Owner:

The James Rawls 2022 Revocable Trust Dated
May 27, 2022

Property:

1328 Visitacion Avenue
San Francisco, CA 94134

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this 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 B 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 B. 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 B 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.

Dated as of July 14, 2026 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA/CLTA Homeowner's Policy of Title Insurance (2013), if applicable, or CLTA/ALTA Standard Owner's Policy 1990; and/or ALTA Loan Policy (2021).

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

[Dustin Rawls, as Trustee of The James Rawls 2022 Revocable Trust dated May 27, 2022](#)

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A Fee

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and/or assessments for the fiscal year 2026-2027, a lien, but not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq. of the Revenue and Taxation Code of the State of California.

Please note that there may be a supplemental or an escaped assessment of taxes which will possibly be assessed due to the conveyance of said land or may be triggered due to the death of a prior owner. The Company makes no representations and is not responsible for identifying the amount or time period in which said taxes will be assessed against the subject property.

3. Said property is included within the boundaries of a Mello-Roos Assessment District, which is collected with the County Taxes.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Our examination of record title to the herein described land does not disclose any existing loans. We therefore require the owners declaration attached hereto be signed, notarized, and returned to us before recording.
6. Rights of parties in possession of said land by reason of any unrecorded leases.

Please submit any such leases to this company for our examination.

7. Rights of parties in possession.
8. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS Survey and/or inspection of said land.

REQUIREMENTS

Prior to closing this company will require the following:

1. The requirement that the owners property statement be executed and upon review further requirements may be requested prior to the issuance of any policy of insurance.
2. In the event that the contemplated transaction is a transaction for which a Real Estate Report is required to be submitted to the US Department of Treasury Financial Crimes Enforcement Network ("FinCEN Report"), then the parties to transaction (Seller(s) and Buyer(s)) shall, no later than the closing, provide to the Company the information and documentation necessary to enable the Company to complete the FinCEN Report. Such information and documentation includes full legal name, date of birth, residential street address, and the IRS taxpayer identification number of the beneficial owners of the Buyer(s), as further defined and described in Section 1010.821 of Chapter 31 of the Code of Federal Regulations ("Code").

NOTE: The FinCEN Report requires that certain residential real estate transactions purchased with all cash or without institutional lender financing, where at least one buyer/transferee is a legal entity, limited liability company, corporation, partnership, trust, trustee or other non-natural person, must be reported to the United States Treasury Department's Financial Crimes Enforcement Network. If the required information is not timely provided to the Company, the Company may elect to withdraw as the settlement company or otherwise be involved in the transaction.

3. The company may require a copy of a valid government issued photo ID from the Principle(s) involved in this transaction subject to further requirements of this company.
4. The requirement that underwriting approval be obtained if any policy of title insurance is requested other than a standard owners policy.
5. With respect to the trust(s) referred to herein:
 - (A) A certification in a form satisfactory to the company.
 - (B) Copies of those excerpts from the original trust documents and amendments thereto, which designate the trustee and confer upon the trustee the power to act in the pending transaction.
 - (C) Other requirements which the company may impose following its review of the material required herein and other information which the company may require.

INFORMATIONAL NOTES

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.

1. If this report is preparatory to the issuance of an ALTA Loan Policy we have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a Single Family Residence known as 1328 Visitacion Avenue, San Francisco, CA 94134.

2. General and special taxes and/or assessments for the fiscal year 2025-2026, as follows:

Assessor's Parcel Number: [BLOCK 6256 LOT 009](#)

TRA: 01-000

1st Installment: \$5,505.50 PAID

2nd Installment: \$5,505.50 PAID

3. There are no conveyances affecting said land within two (2) years of the date of this report, except the following:

NONE

4. The map attached, if any, may or may not be a survey of the land depicted hereon. Cornerstone Title Company 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.

LEGAL DESCRIPTION

All that certain real property situated in the City of San Fransico, County of San Francisco, State of California, described as follows:

Beginning at a point on the Northeasterly line of Visitacion Avenue 85 feet Southeasterly from the Southeasterly line of Britton Street; thence Southeasterly along said line of Visitacion Avenue 25 feet; thence at a right angle Northeasterly 74 feet; thence at a right angle Northwesterly 25 feet; thence at a right angle Southwesterly 74 feet to the point of beginning. Being portion of Lot Nos. 13 and 14, in Block 21, Sunnyvale Homestead Association.

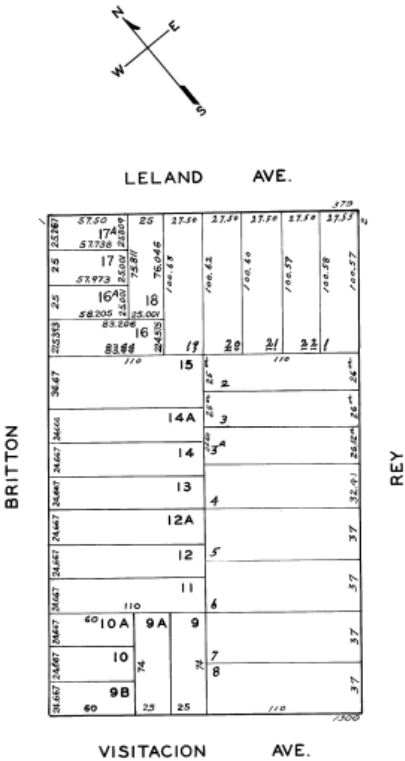
APN: BLOCK 6256 LOT 009

Branch :KRR User :DROS

Title Officer : 99 Order : 3630126-01521

© COPYRIGHT SAN FRANCISCO
CITY & COUNTY ASSESSOR 1995

6256
REIS TRACT
BLK 20
SUNNYVALE HD ASS'N
BLK 21



THIS MAP IS FOR YOUR AID IN LOCATING YOUR LAND IN REFERENCE TO STREETS AND OTHER PARCELS. WHILE THIS MAP IS BELIEVED TO BE CORRECT, THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON.

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your escrow office for more details.

**TRG®**Title
Resource
Group

Protect What You Have From Cyber-Criminals

CYBER-CRIMINALS are constantly looking for new victims to wire them commissions, sales proceeds or deposits. Real estate transactions are especially vulnerable. **Here's how you can help guard your money:**

CALL BEFORE SENDING

Call us initially. Before sending funds, call us at a number you know is accurate to verify the instructions. Do not use the phone number in an email – even if the email looks like it is from us.

Call us if you are suspicious. Be wary of any email asking for money early or asking for part of the money needed to close. Don't trust an email that change, updates or is "re-sending" wire instructions – call us at a number you know is accurate if you are suspicious.

Call your bank. After talking to us, talk to your bank to confirm it has the correct information.

CALL AFTER SENDING

Call us after sending us your money. Call us to make sure we got it. It may take some time but staying in touch is the best way to be sure there is not a problem.

ACT QUICKLY IF SOMETHING SEEMS WRONG

Call the bank and the authorities. If you think your money was sent to a criminal, you might be able to get it back but time is not your friend. You should immediately:

- Contact your bank.
- Ask your bank to contact the bank where the fraudulent wire was sent.
- Contact your local Federal Bureau of Investigation (FBI) office – the FBI can work with other agencies and might be able to help return or freeze the funds.
- File a complaint online with the FBI at bec.ic3.gov.

For more information about preventing fraud in the home closing process, please visit:

TRGC.com/Wire-Fraud-Warning

Cornerstone Title Company Privacy Statement

Rev. 5-10-2023

Who we are	
Who is providing this notice?	Cornerstone Title Company
What we do	
How does Cornerstone Title Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Cornerstone Title Company collect my personal information?	We collect your personal information, for example, when you ■ Apply for insurance or pay insurance premiums ■ Provide your mortgage information or show your driver's license ■ Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I 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 State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ <i>Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate Inc., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, Anywhere Advisors LLC, Cartus, Anywhere Leads Inc. and Anywhere Integrated Services LLC.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ <i>Cornerstone Title Company does not share with nonaffiliates so they can market to you</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ <i>Cornerstone Title Company does not share with nonaffiliated financial companies for joint marketing purposes</i>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at http://www.anywhere.re/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at http://www.anywhere.re/privacypolicy

Exhibit B (Revised 11-04-22)
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 2022 (02-04-22)
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here))

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)
EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
- 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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
- 2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
 - 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
 - 4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
 - 5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
 - 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
 - 7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 - 8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
 - 9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
 - 10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

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

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

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$ 2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$ 2,500.00 (whichever is less)	\$ 5,000.00

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$ 2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$ 2,500.00 (whichever is less)	\$ 5,000.00

ALTA OWNER'S POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 - 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 - 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 - 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 - 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 - 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
- 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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B

ALTA OWNER'S POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) app

Exhibit A

All that certain real property situated in the City of San Fransico, County of San Francisco, State of California, described as follows:

Beginning at a point on the Northeasterly line of Visitacion Avenue 85 feet Southeasterly from the Southeasterly line of Britton Street; thence Southeasterly along said line of Visitacion Avenue 25 feet; thence at a right angle Northeasterly 74 feet; thence at a right angle Northwesterly 25 feet; thence at a right angle Southwesterly 74 feet to the point of beginning. Being portion of Lot Nos. 13 and 14, in Block 21, Sunnyvale Homestead Association.

APN: BLOCK 6256 LOT 009

Certificate Of Completion

Envelope Id: 7AB16DE3-C546-8052-82FE-1F270B2A7E90

Status: Completed

Subject: Visitacion - Seller Disclosures #2

Source Envelope:

Document Pages: 113

Signatures: 19

Envelope Originator:

Certificate Pages: 2

Initials: 0

California Transaction Coordinator

AutoNav: Enabled

1126 Voltaire Dr.

Envelopeld Stamping: Enabled

Riverside, CA 92506

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

CaliforniaRETC@gmail.com

IP Address: 128.136.157.99

Record Tracking

Status: Original

Holder: California Transaction Coordinator

Location: DocuSign

8/17/2026 11:18:35 AM

CaliforniaRETC@gmail.com

Signer Events

Charlie Bateh

charlie@horizonrealtyteam.com

President

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

789C0E0DC5E34C9...

Signature Adoption: Drawn on Device

Using IP Address:

2600:1010:b20b:8e13:fc3a:5d1e:8b4b:7db3

Signed using mobile

Timestamp

Sent: 8/17/2026 12:29:44 PM

Viewed: 8/17/2026 12:40:28 PM

Signed: 8/17/2026 12:40:47 PM

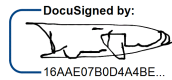
Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dustin Rawls

rawlsdesign@gmail.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:

16AAE07B0D4A4BE...

Signature Adoption: Drawn on Device

Using IP Address: 2a04:4e41:6405:796a::281f:b96a

Signed using mobile

Sent: 8/17/2026 12:29:44 PM

Resent: 8/17/2026 12:31:34 PM

Viewed: 8/17/2026 12:34:10 PM

Signed: 8/17/2026 12:34:48 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

8/17/2026 12:29:44 PM

Envelope Updated

Security Checked

8/17/2026 12:31:32 PM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	8/17/2026 12:31:32 PM
Certified Delivered	Security Checked	8/17/2026 12:34:10 PM
Signing Complete	Security Checked	8/17/2026 12:34:48 PM
Completed	Security Checked	8/17/2026 12:40:47 PM
Payment Events	Status	Timestamps