
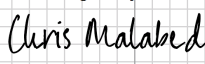
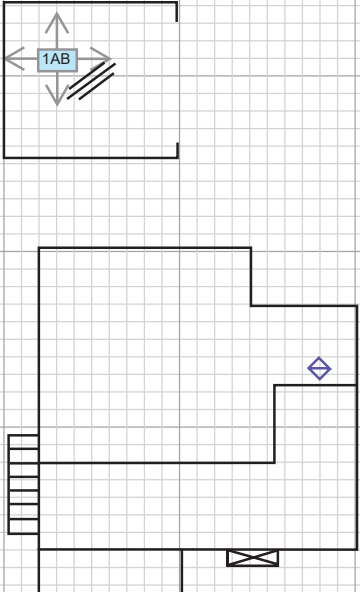

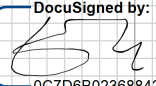


# WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. <b>768</b>	Street, City, Zip <b>Stewart Avenue, Daly City, CA 94015</b>	Date of Inspection <b>02/04/2025</b>	No. of Pages <b>14</b>
Bluebird Termite 533 Airport Blvd., Suite 400 Burlingame, CA 94010 Office (650) 440-1130 info@bluebirdtermite.com		 www.bluebirdtermite.com	
Firm Registration No.8156	Report No. 23487-R	Escrow No.	
Ordered By: <b>Mavericks Financial Services</b>	Property Owner/Party of Interest:	Report Sent To: <b>Mavericks Financial Services</b>	
COMPLETE REPORT <input type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input checked="" type="checkbox"/>			
General Description: <b>One story with basement, single family dwelling, detached garage, vacant, unfurnished</b>		Inspection Tag Posted: <b>Garage</b> Other Tags Posted: <b>Innova 11/22/2023; Bluebird 1/14/25</b>	
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks, and any other structures not on the diagram were not inspected.			
Subterranean Termites <input type="checkbox"/> Drywood Termites <input type="checkbox"/> Fungus/Dryrot <input type="checkbox"/> Other Findings <input checked="" type="checkbox"/> Further Inspection <input checked="" type="checkbox"/>			
If any of above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.			

(Diagram Not to Scale)

DocuSigned by:  9D015FF78873486... 2/6/2025		<b>Acknowledgement of Receipt</b> <b>Total Pages 14</b>	
DocuSigned by:  F96E6FA67E28401... 2/6/2025		Buyer's Signature _____	Date _____
DocuSigned by:  0C7D6B02368842B... 2/14/2025		Buyer's Signature _____	Date _____

Inspected By John Chung License No. OPR 13395 Signature 

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

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188, or www.pestboard.ca.gov.

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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### **READ THIS NOTICE**

This notice explains the scope and limitations of a Structural Pest Control Inspection and a Wood Destroying Pest & Organism Report.

A Wood Destroying Pest & Organism Report contains findings as to the presence or absence of wood destroying insects or organisms in VISIBLE AND ACCESSIBLE areas on the date of inspection and contains our recommendations for correcting any infestation, infection or conditions found. The contents of the Wood Destroying Pest & Organism Inspection Report are governed by the Structural Pest Control Act and its Rules and Regulations.

Some structures may not comply with building code requirements or may have structural, plumbing, electrical, heating and air conditioning, or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest & Organism Inspection Report does not contain information about any such defects as they are generally not within the scope of the license of the inspector or the company issuing this report.

#### **INACCESSIBLE AREAS**

Certain areas are recognized by the industry as inaccessible and/or for other reasons not inspected. THESE INCLUDE, BUT ARE NOT LIMITED TO: INACCESSIBLE AND/OR INSULATED ATTICS OR PORTIONS THEREOF, ATTICS/SUBAREAS WITH LESS THAN 18" CLEAR CRAWL SPACE, THE INTERIOR OF HOLLOW WALLS, SPACES BETWEEN A FLOOR AND/OR PORCH DECK AND THE CEILING BELOW, AREAS WHERE THERE IS NO ACCESS WITHOUT DEFACING OR TEARING OUT LUMBER, MASONRY OR FINISHED WORK, AREAS BEHIND STOVES, PORTIONS OF THE SUBAREA CONCEALED OR MADE INACCESSIBLE BY DUCTS OR INSULATION, AREAS BENEATH WOOD FLOORS OVER CONCRETE, AREAS CONCEALED BY HEAVY VEGETATION, STALL SHOWERS OVER FINISHED CEILINGS, SUCH STRUCTURAL SEGMENTS AS AREAS ENCLOSED BY BAY WINDOWS, BUTTRESSES, BUILT-IN CABINET WORK, AREAS UNDER FLOOR COVERINGS. Any areas beneath a tacked-down carpet and covered wall voids are considered "Inaccessible" for inspection. Any infestation and/or damage in these areas are not included in this report. These areas can be inspected if owner/client makes area accessible for inspection.

Certain areas may be inaccessible for inspection due to construction or storage. We recommend further inspection of areas where inspection was impractical. Re: Structural Pest Control Act, Article 6, section 8516 (b), paragraph 1990 (I). Amended effective March 1, 1974. Stall shower, if any, are water tested in compliance with Section 1991 (12) of the Structural Pest Control Act. The absence or presence of leaks through sub-floor, adjacent floors or walls will be reported. This is a report of the condition of the stall shower at the time of inspection only, and should not be confused as a guarantee. Although we make a visual examination, we do not deface or probe into window or door frames, decorative trim, roof members, etc., in search of wood destroying pests or organisms.

Unless otherwise noted, this inspection is from ground level only. Any area(s) requiring the use of an extension ladder to inspect, are considered inaccessible. We will quote the cost of further inspection by returning to the property with an extension ladder in order to probe these areas, if requested by the interested parties. Although we make visual examinations, we do not deface or probe window/door frames or decorative trims unless absolutely necessary. Unless otherwise specified in this report, we do not inspect fences, sheds, dog houses, detached patios/pergolas, detached wood decks, wood retaining walls or wood walkways.

We assume no responsibility for work done by anyone else, or for damage to structure or contents during our inspection or for infestation, infection, adverse conditions, or damage undetected due to inaccessibility or non disclosure by owner/agent/tenant.

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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#### DISCLAIMER ABOUT ROOFS

This report includes findings relating to the presence or non presence of wood destroying organisms and/or visible signs of leaks in the accessible portions of the roof. The inspector did not go onto the roof surface due to possible physical damage to the roof, or personal injury. **The exterior surface of the roof was not inspected. No opinion is rendered nor guarantee implied concerning the watertight integrity of the roof or the condition of the roof and roofing materials. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractors' State License Board.**

**PLUMBING:** This is not a plumbing inspection. Any plumbing leaks noted on this report are reported only as they relate to wood-destroying organisms and only as they were evident on the date of inspection. If interested parties require further information concerning the plumbing system the appropriate tradespersons should be contacted.

**ESCROW:** If this report is used for escrow purposes, then it is agreed that the inspection report and completion, if any, is part of the ESCROW TRANSFER. However, if you receive written or verbal instructions from any interested parties involved in the escrow (agents, principals, etc.) not to pay our invoice at the close of escrow, you are instructed by us NOT to use our documents to satisfy any conditions or terms of your escrow for purposes of closing the escrow. Further, you are instructed to return all documents and the most current mailing address you have on file for the property owner.

**MOLD/MILDEW:** This property was not inspected for the presence or absence of health related molds or fungi. By California law we are neither qualified, authorized nor licensed to inspect for health related molds or fungi. If you desire information about the presence or absence of health related molds you should contact appropriate trades. Mold is not a Wood Destroying Organism, and is outside the scope of reports as defined by the Structural Pest Control Board Rules and Regulations. Mold may be listed on this report to advise of a moisture condition that may lead to further infestations or infections as a condition conducive to same.

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

**OTHER:** Company policy dictates that only the owner of the property or the agent of same in writing shall receive a copy of this report and/or completion. Any other parties requesting this information will be referred to the owner or agent for copies of same. There will be NO exceptions to this policy.

**PROPERTY OWNER AND/OR PARTY OF INTEREST (CLIENT) DUTY:** Client agrees to read the entire written report when it is received and promptly call us with any questions or concerns regarding the inspection or the written report. The written report shall be the final and exclusive findings of the Inspector. Client acknowledges that this report covers only the visible and accessible areas of the structure, all as itemized and diagrammed herein. Client agrees to obtain further inspection of all areas reported as being inaccessible for inspection before removing any investigation contingency and prior to the close of the transaction because pest infestation and/or additional damage may be found which can affect Client's purchase or sale decision. You have a right under California Law to request an extension of your inspection contingency removal deadline if needed.

**PHOTOGRAPHS:** The photographs presented in this report are included for convenience of the user only and are the copyrighted property of Bluebird Inspections. The written observations and recommendations are the basis of the inspection findings. The photos are only included in reference to items for which the inspector believes their presence will aid the client in understanding the written comments. They are not intended to be used in place of the written comments but instead, only included to enhance understanding.

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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**NOTE: This is a re-inspection of items listed in previous report dated 1/14/25, report number 23487, to determine if the recommendations have been completed by persons or firms other than this company or its subcontractors. No opinion is rendered nor any guarantees implied that the work performed by others is in compliance with applicable building codes. This company does not warranty nor guarantee work not performed by this company. Interested parties should contact the person(s) or firm(s) completing the work for any terms of the guarantees or warranties.**

## Section I Items

*This is a separated report which is defined as Section I/Section II conditions evident on the date of the inspection.*

**Section I** contains items where there is visible evidence of active infestations or infections. Section I/Section II in no way reflects a party responsible for repairs.

### 1A.

FINDING: Evidence of wood-boring beetles were noted in the exterior and garage as indicated on the diagram.  
**Section I item.**

RECOMMENDATION: Fumigate the entire structure with sulfuryl fluoride for the eradication of wood-boring beetles. The entire structure must be vacant for at least 120 hours for this process. It is the owner's responsibility to have the utilities turned back on when the fumigation is complete. We will use all due caution in our operation; however, we assume no liability for damage to the roof covering, solar panels, TV antennae, or plants adjacent to the structure. The occupants must sign the Occupant's Fumigation Notice and comply with all of the instructions.

NOTE: The price quoted is for fumigation only, any prep work involved will be owners responsibility and at owners expense.

NOTE: The owner should contact PG & E and/or the local utility company to have the utilities turned back on when the fumigation is completed.

NOTE: Bluebird Termite subcontracts fumigations.

NOTE: Three year warranty on fumigation.

### 1B.

FINDING: Evidence of wood-boring beetle holes were noted to the wood members where indicated on the diagram. **Section I item.**

RECOMMENDATION: Patch holes to aid in future inspections. Owner to paint as desired.

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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## Section II Items

*This is a separated report which is defined as Section I/Section II conditions evident on the date of the inspection. **Section II** items are conditions deemed likely to lead to infestations or infections but where no visible evidence of such was found. Section I/Section II in no way reflects a party responsible for repairs.*

NOTE: The exterior grading was flat or sloped towards the home and garage in one or more areas around the home, creating potential for excessive moisture build-up or intrusion into the foundation or sub-area. Improve exterior grading and drainage to help minimize these conditions. Further evaluation of the drainage conditions and any corrective action recommended by a qualified drainage specialist is advised.

NOTE: The stucco was noted to extend below grade (outdated construction method). This is a possible entry point for subterranean termites. The owner and/or interested parties are advised to contact the appropriate tradespersons to remove 6"-inches of stucco to expose the foundation.

NOTE: There was cracked and/or patched stucco noted at the exterior. The owner and/or interested parties are advised to contact the appropriate tradespersons to monitor and repair as needed.

NOTE: The hollow stucco abutment(s) noted at the garage contain wood members for which we can make no representation regarding the presence or absence of wood-destroying pests or organisms without installing test openings through the stucco for further inspection. No visible outward signs of infection was noted at the time of our inspection. However, a cost quotation for test openings for further inspection will be issued upon specific request.

NOTE: Exterior trim extends into the foundation or floor. This indicates possible earth-to-wood contact. Cut off the base of the wood member that extends into the concrete. If no further damage is exposed, install a concrete or mortar plug to break any earth-to-wood contact.

NOTE: There was rust noted to the gutters. Consult with a qualified sheet-metal contractor to repair and/or replace as needed.

NOTE: Areas of the exterior wood deck members were noted to be weathered, rendering it vulnerable to potential infection by fungus. The owner or interested parties are advised to employ the services of the appropriate tradespersons to scrape these surfaces and apply new paint or other wood sealer.

NOTE: The interior floor or walls at portions of the basement walls were lower than the exterior grade. Due to finished walls, we were unable to determine if there was proper flashing or water-proofing membrane present. No visible signs of water intrusion were noted at these areas. Advise monitoring and consult with the property owner for available documentation on work done that includes proper water-proofing.

NOTE: There was a crack noted to the window pane in the basement. The owner and/or interested parties are advised to contact the appropriate tradespersons to replace the window pane.

NOTE: There was a plumbing leak noted to the sink drain in the kitchen. The owner or interested parties is advised to contact a qualified licensed plumber to repair the leak.

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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NOTE: The sink shelf noted in the kitchen was swollen from excessive moisture. Remove damaged shelf and replace with new material.

NOTE: There was a gap noted between the tub diverter and wall in the right side hall bathroom. Repair to prevent problems.

NOTE: Cellulose debris (wood, paper products) was noted in the sub-area. Remove and dispose of the cellulose debris of a rakeable size from the sub-area.

NOTE: The soil was noted to be damp (where exposed from concrete) in the sub-area. This is common in this area during the raining season. However, we advise the owner and/or interested parties contact the appropriate tradespersons to see what further control measures are required.

NOTE: There was corrosion noted to the plumbing in the sub-area. The owner or interested parties is advised to contact a qualified licensed plumber to repair or replace necessary piping.

NOTE: The garage framing rests directly on the concrete slab. This indicates possible earth-to-wood contact. The owner and/or interested parties are advised to contact the appropriate tradespersons to see what further control measures are required.

NOTE: Past and present water stains noted to the ceiling and/or walls in one or more areas of the garage. No fungus infection noted unless otherwise noted in this report. The owner and/or interested parties are advised to monitor and maintain exterior walls (mail slots, pipe penetrations, joints, etc.) in water-tight condition.

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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## Informational and Further Inspection Items

**Further inspection/Informational items** are defined as recommendations to inspect area(s) which during the original inspection could not be defined as Section I or Section II.

### 3A.

**FINDING:** There was no attic opening observed. **Informational/Further Inspection item.**

**RECOMMENDATION:** Owner or interested parties should provide an opening according to industry standards to permit access to the attic opening and inspection of the currently inaccessible attic area and call for inspection. For an additional charge not to exceed the cost of the original inspection, the attic area will be inspected if made accessible by the owner. A supplemental report will be issued and any findings and recommendations will be listed along with estimates for repairs and/or treatment, if within the scope of this company's operations.

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**NOTE:** Eaves are boxed-in type construction, therefore interior areas were inaccessible for inspection.

**NOTE:** Attic space was noted to be partially vaulted, therefore interior areas were inaccessible for inspection.

**NOTE:** The sub-flooring and sheathing noted under the home was found to be inaccessible for physical inspection due to insulation. It is impractical to remove the insulation at this time. If interested parties are concerned, an inspection will be made upon removal of the insulation and a supplemental report will be issued listing any findings and recommendations along with estimates for repair and/or treatment, if within the scope of this company's operations.

**NOTE:** Exterior areas of the entire structure appear to have been recently painted. New paint or patchwork may conceal evidence of infestation, infection, or damage. No guarantees or warranties are either expressed or implied regarding conditions concealed by new paint or patchwork.

**NOTE:** Interior areas of the entire structure appear to have been recently painted. New paint may conceal evidence of infestation, infection, or damage. No guarantees or warranties are either expressed or implied regarding conditions concealed by new paint.

**NOTE:** Interior areas of the entire structure appear to have been recently remodeled which may conceal evidence of infestation, infection, or damage. No guarantees or warranties are either expressed or implied regarding conditions concealed by remodeling work. Interested parties are advised to consult with the owners to determine if infestation, infection, or damage was exposed during the construction work and what steps were taken to remediate the issues, if any.

**NOTE:** Stall shower not tested due to a one-piece pan. The homeowner is advised to maintain this watertight condition by periodically sealing the shower surround as part of normal routine maintenance.

**NOTE:** Stall shower present in right side hall bathroom and water tested. No evidence of leaks noted at the time of the inspection. The homeowner is advised to maintain this watertight condition by periodically sealing the shower surround as part of normal routine maintenance.

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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NOTE: A sump pump was noted in the basement. The system was not tested or checked for operation. Advise checking with the property owner and/or the appropriate tradespersons regarding the system and its functionality.

NOTE: Portions of the garage walls and ceilings were covered by drywall, sheetrock paneling, and/or pre-board concealing the studs underneath. No opinions, guarantees, or warranties are expressed or implied on these covered areas.

NOTE: Others have performed repairs to the exterior; however, no open inspection was performed. Therefore, no representation can be made regarding the structural integrity of the wood members concealed by these repairs. Any guarantees desired should be secured from the person(s) who actually performed the repairs.



Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025



## HOME IMPROVEMENT CONTRACT

Branch PR 8416 • info@bluebirdtermite.com • www.bluebirdtermite.com

533 Airport Boulevard #400, Burlingame, CA 94010

Office: (650) 440-1130

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Prefix	Section 1	Section 2	Further Inspection, Informational item
1A	\$ 4,905.00		
1B	With 1A		
3A			Trades

	Section 1	Section 2	Further/Informational
<b>TOTAL</b>	\$ 4,905.00	Trades	Trades

Chemical material to be used:

- ☐ Termidor (Fipronil)  
☐ Bora-Care (Disodium octaborate tetrahydrate)  
☐ Timbor (Disodium octaborate tetrahydrate)  
☒ Vikane (Vikane-Sulfuryl fluoride)

“Trades” refers to others, including licensed general contractors, plumbers, etc.

Wood-destroying organisms to be targeted:

- ☐ Carpenter ants  
☐ Carpenter bees  
☐ Dampwood termites  
☐ Drywood termites  
☐ Fungus  
☐ Subterranean termites  
☒ Wood-boring beetles

The inspection report of the company dated **01/14/2025**, is incorporated herein by reference as though fully set forth.

### Check for the following payment options:

Escrow fee: 5% of contract or \$250.00, whichever is greater – initial to accept: \_\_\_\_\_

**If the property falls out of escrow, the invoice for any and all work performed is due and payable on the date escrow is canceled. This company must be notified immediately if the escrow has been canceled.**

Past 30 days: Additional 5% - initial to accept: \_\_\_\_\_

Returned check fee: \$75 per check, per occurrence - initial to accept: \_\_\_\_\_

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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Circle the items you wish performed by The Company, and enter total amount here: \$ \_\_\_\_\_.

No work will be performed until a signed copy of this agreement has been received. The company is authorized to proceed with the work outlined in the items circled below from the Termite Inspection Report for the property inspected, for this sum. **This total amount is due and payable within Ten (10) days from completion repair work and/or chemical application, else a Mechanics lien will be filed.**

NOTE: Regardless of how many items are ordered, there will be a minimum \$500.00 service charge. Credit card payments not accepted at this time.

NOTE: Permit, architectural, engineering and any other associated fees are not included in this contract unless otherwise noted. These costs, if required, will be borne by the customer.

There will be a \$100.00 service charge for all cancellation notices not received within 24 business hours of service date.

Customer Approval:

\_\_\_\_\_  
Sign (customer)

\_\_\_\_\_  
Print name and relation to property

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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Read below for additional and important information

Thank you for selecting Bluebird Termite to perform a Structural Pest Control Inspection on your property. Our inspectors have determined that your property will benefit from the safe application of a chemical commonly used for Structural Pest Control. In accordance with the laws and regulations of the State of California, we are required to provide you and your occupants with the following information prior to any application of chemicals to such property.

Please take a few moments to read and become familiar with the content. State Law requires that you be given the following information:

CAUTION – PESTICIDES ARE TOXIC CHEMICALS. Structural pest control companies are registered and regulated by the Structural Pest Control Board and apply pesticide which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center (1-800-523-2227 or 1-800-544-4404) and your pest control company immediately.

For further information, contact any of the following:

Bluebird Termite (650) 440-1130

For health questions, the local county Health Department:

Alameda County (510) 267-8000  
Contra Costa County (925) 313-6710  
Marin County (415) 499-6921  
San Mateo County (650) 573-2222  
San Francisco County (415) 554-2500

For application information, the county Agricultural Commissioner:

Alameda County (510) 670-5232  
Contra Costa County (925) 608-6600  
Marin County (415) 499-6700  
San Mateo County (650) 363-4700  
San Francisco County (415) 252-3830

For regulatory information, the Structural Pest Control Board:

2005 Evergreen Street, Suite 1500  
Sacramento, CA 95815  
(916) 561-8704

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

The manufacturers, trade names, active ingredients, and EPA registration numbers of all pesticides we may utilize on your property are listed below.

MANUFACTURER	TRADE NAME	ACTIVE INGREDIENT	EPA REG. #
DUPONT	Altriset	Chlorantraniliprole (3-Bromo-N-[4-chloro-2-methyl-6-[(methylamino)carbonyl]phenyl]-1-(3-chloro-2-pyridinyl)-1H-pyrazole-5-carboxamide 18.4%; Other ingredients 81.6%	352-829
NISUS CORP.	Bora Care	Disodium octaborate tetrahydrate 40.0%	64405-1-AA
BASF CORP.	Termidor Foam	Fipronil [5-amino-1-(2,6-dichloro-4-(trifluoromethyl)phenyl)-4-((1,R,S)-(trifluoromethyl)sulfinyl)-1-H-pyrazole-3-carbonitrile] 0.005%; Other ingredients: 99.95%	499-563
BASF CORP.	Termidor SC	Fipronil 5-amino-1-(2,6-dichloro-4-(trifluoromethyl)phenyl)-4-((1,R,S)-(trifluoromethyl)sulfinyl)	7969-210
BASF CORP.	Termidor HE	Fipronil 5-amino-1-(2,6-dichloro-4-(trifluoromethyl)phenyl)-4-((1,R,S)-(trifluoromethyl)sulfinyl)-1H-pyrazole-3-carbonitrile 8.73%, Other ingredients 91.27%	7969-329
BAYER	Premise	Imidacloprid 0.05%	432-1331
	Copper Naphthenate	Copper Naphthenate 22.0% Inert/other Ingredients	64405-16
DOW	Vikane	Vikane-Sulfuryl fluoride 99.5% Chloropicrin .5%	62719-4
	Zythor/Ensysstex		81824-1
NISUS CORP.	Timbor	Disodium octaborate tetrahydrate 98.0%	64405-8-ZC

#### CONDITIONAL GUARANTEE

Bluebird Termite Company guarantees is not responsible for any future infestation, dry rot or adverse conditions beyond the time of inspection. If fumigation is performed, this company is not liable for any damage to shrubs, vines, trees, etc. or any damage to roofs or roof members at the time of Fumigation. In the event that a re-treatment, re-fumigation or any other repair work is to be performed to honor a guarantee issued by this company; the home-owner is responsible to make the property available for any work to be performed. Bluebird Termite Company will not be liable for any cost of vacating or preparing the residence for re-treatment; and / or repairs. NOTE: A new and/or extension of guarantee is never given for re-treatments done under original guarantee.

Local treatment is not intended to be an entire structure treatment method. If infestations of wood-destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated.

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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Unless otherwise specified, full subterranean treatments performed by this company carry a two (2) year warranty and fumigations a three (3) year warranty from the date of treatment/fumigation. This warranty does not include conditions hidden by finished surfaces or those that may develop in/or from inaccessible areas or after the date of inspection. Secondary, substandard treatments carry a warranty of one (1) year, unless otherwise stated, and are valid only for the areas treated unless otherwise specified. All work performed by this company for one (1) year, subcontract work guaranteed thirty (30) days. Caulking, plumbing repairs, or any measures for control of moisture completed by Bluebird Termite are guaranteed for ninety (90) days. Re-set toilets carry a warranty of three (3) months. The warranty will be void if payment for these services is not received upon completion of repairs (for homeowners) or upon close of escrow or within 30 days of completion of stated procedures in required repairs/replacements above (real estate transactions), whichever occurs

We assume no responsibility for work performed by others, to be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days, to use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any shrubs, plants or roof. ANY change in accepted and scheduled work or subcontracts, requested by the owner or the owner's agent may result in additional charges to the prices originally quoted. Repairs and/or treatments that are under deposit and subsequently canceled by the owner/agent will be subject to a 50% cancellation fee.

NOTE: During the process of treatment or repair, it may be necessary to drill holes through ceramic tiles, or other floor coverings, these holes will be sealed with concrete or mortar. We will exercise due care, but assume no responsibility for cracks, chipping, or other damage to floor coverings. We do not re-lay carpeting or other floor coverings. Available precautions will be taken; however, we assume no responsibility for damage to any plumbing, gas or electrical lines, unseen pipes or flooring, etc., or any damage caused by same in the process of pressure treatment of concrete slab areas or replacement of concrete of structural timbers.

Please note that expansion, contraction and settlement will occur. It is absolutely imperative that the owner monitor caulking and maintain these items constantly to prevent moisture intrusion and damage. All guarantees are null and void if caulking is not maintained.

SERVICE GUARANTEE – We agree to apply chemicals to control above-named pests in accordance with terms and conditions of this Service Agreement. All labor and materials will be furnished to provide the most efficient pest control and maximum safety required by federal, state, and city regulations.

MILL PATTERNS: It may not be possible to match the existing mill patterns and materials used in the original construction. We will replace damaged wood members with materials which resemble, as closely as possible, the existing wood members with standard grade materials currently in stock and available.

NOTE: Local treatment option is not intended to be an entire structure treatment method. If infestations or wood-destroying organisms pests extend or exist beyond the area(s) of local treatment, they may not be exterminated.

NOTICE: The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept the Bluebird Termite bid or you may contract directly with another registered company licensed to perform the work. If you choose to contract directly with another registered company, Bluebird Termite will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform.

In the event damage or infestation described herein is later found to extend further than anticipated our bid will not include such repairs. OWNER SHOULD BE AWARE OF THIS CLOSED BID WHEN CONTRACTING WITH OTHERS OR UNDERTAKING THE WORK HIMSELF/HERSELF.

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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### **LIMITED INSPECTIONS, REINSPECTIONS AND CLEARANCES**

To comply with Structural Pest Control Act Rules and Regulations, if a limited inspection was performed on this property, a complete inspection of the property is recommended.

A reinspection will be performed if requested by the person who ordered the original inspection. This request must be made within four (4) months of the original report. The reinspection shall cost **\$250.00** (or amount stated), is due and payable at the time of the reinspection, and any waiver of same shall be at the sole discretion of the company. The reinspection will be performed within ten working days of the request. If an estimate or bid was not given with the original inspection report or thereafter, then any Structural Pest Control Company shall not be required to perform a reinspection. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs.

Bluebird Termite Company is not responsible for any work performed by a 3<sup>rd</sup> party not hired or subcontracted through Bluebird Termite Company. When certification is desired, it may be necessary to inspect areas that have been opened prior to the installation of any new material or during various stages of the process to ensure findings on the Report have been cleared.

Our reinspection fee is for each trip to the property. It is the responsibility of the client to contact our office prior to the commencement of any work for further information. Bluebird Termite Company will provide a termite clearance report once findings have been repaired.

### **TERMS AND CONDITIONS**


THE OWNER OR OWNER'S AGENT AGREES – To pay for services rendered in any additional services requested upon completion of work to pay a service charge of one and one-half percent (1 ½%) interest per month, or portion of any month, annual interest rate of eighteen percent (18%) on accounts exceeding the ten (10) day full payment schedule. The Owner grants to The Company a security interest in the property to secure payment sum for work and inspection fee completed. In case of non-payment by The Owner, reasonable attorney fees and costs of collection shall be paid by owner, whether suit be filed or not.

ALL PARTIES AGREE – If any additional work is deemed necessary by the local building inspector, said work will not be performed without additional authorization from owner or owner's agent. This contract price does not include the charge of any Inspection Report fees.

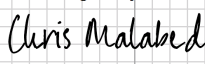
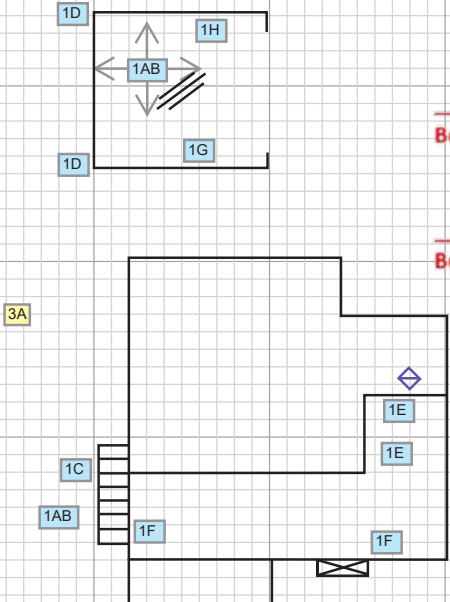
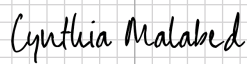
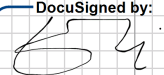
NOTE TO OWNER – Under the **California Mechanics Lien Law** any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court office and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid. To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.


NOTE: If the Home Owner fails to pay billing in full, Bluebird Termite will have the right to be paid back for all its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example (but not limited to), reasonable attorney's fees. If for any reason this account is to be turned over to our collection agency, You will be responsible for all cost of collecting.

# WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. <b>768</b>	Street, City, Zip <b>Stewart Avenue, Daly City, CA 94015</b>	Date of Inspection <b>01/14/2025</b>	No. of Pages <b>18</b>
Bluebird Termite 533 Airport Blvd., Suite 400 Burlingame, CA 94010 Office (650) 440-1130 info@bluebirdtermite.com		 www.bluebirdtermite.com	
Firm Registration No.8156	Report No. 23487	Escrow No.	
Ordered By: <b>Mavericks Financial Services</b>	Property Owner/Party of Interest:	Report Sent To: <b>Mavericks Financial Services</b>	
COMPLETE REPORT <input checked="" type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>			
General Description: <b>One story with basement, single family dwelling, detached garage, vacant, unfurnished</b>		Inspection Tag Posted: <b>Garage</b> Other Tags Posted: <b>Innova 11/22/2023</b>	
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks, and any other structures not on the diagram were not inspected.			
Subterranean Termites <input type="checkbox"/> Drywood Termites <input type="checkbox"/> Fungus/Dryrot <input checked="" type="checkbox"/> Other Findings <input checked="" type="checkbox"/> Further Inspection <input checked="" type="checkbox"/>			
If any of above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.			

(Diagram Not to Scale)

DocuSigned by:  9D015FF78873486... 2/6/2025		<b>Acknowledgement of Receipt</b> <b>Total Pages</b> <u>18</u>	
DocuSigned by:  F96E6FA67E28401... 2/6/2025		Buyer's Signature _____ Date _____	
DocuSigned by:  0C7D6B02368842B... 2/14/2025		Buyer's Signature _____ Date _____	

 Inspected By John Chung License No. OPR 13395 Signature 

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

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188, or www.pestboard.ca.gov.

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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### **READ THIS NOTICE**

This notice explains the scope and limitations of a Structural Pest Control Inspection and a Wood Destroying Pest & Organism Report.

A Wood Destroying Pest & Organism Report contains findings as to the presence or absence of wood destroying insects or organisms in VISIBLE AND ACCESSIBLE areas on the date of inspection and contains our recommendations for correcting any infestation, infection or conditions found. The contents of the Wood Destroying Pest & Organism Inspection Report are governed by the Structural Pest Control Act and its Rules and Regulations.

Some structures may not comply with building code requirements or may have structural, plumbing, electrical, heating and air conditioning, or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest & Organism Inspection Report does not contain information about any such defects as they are generally not within the scope of the license of the inspector or the company issuing this report.

#### **INACCESSIBLE AREAS**

Certain areas are recognized by the industry as inaccessible and/or for other reasons not inspected. THESE INCLUDE, BUT ARE NOT LIMITED TO: INACCESSIBLE AND/OR INSULATED ATTICS OR PORTIONS THEREOF, ATTICS/SUBAREAS WITH LESS THAN 18" CLEAR CRAWL SPACE, THE INTERIOR OF HOLLOW WALLS, SPACES BETWEEN A FLOOR AND/OR PORCH DECK AND THE CEILING BELOW, AREAS WHERE THERE IS NO ACCESS WITHOUT DEFACING OR TEARING OUT LUMBER, MASONRY OR FINISHED WORK, AREAS BEHIND STOVES, PORTIONS OF THE SUBAREA CONCEALED OR MADE INACCESSIBLE BY DUCTS OR INSULATION, AREAS BENEATH WOOD FLOORS OVER CONCRETE, AREAS CONCEALED BY HEAVY VEGETATION, STALL SHOWERS OVER FINISHED CEILINGS, SUCH STRUCTURAL SEGMENTS AS AREAS ENCLOSED BY BAY WINDOWS, BUTTRESSES, BUILT-IN CABINET WORK, AREAS UNDER FLOOR COVERINGS. Any areas beneath a tacked-down carpet and covered wall voids are considered "Inaccessible" for inspection. Any infestation and/or damage in these areas are not included in this report. These areas can be inspected if owner/client makes area accessible for inspection.

Certain areas may be inaccessible for inspection due to construction or storage. We recommend further inspection of areas where inspection was impractical. Re: Structural Pest Control Act, Article 6, section 8516 (b), paragraph 1990 (I). Amended effective March 1, 1974. Stall shower, if any, are water tested in compliance with Section 1991 (12) of the Structural Pest Control Act. The absence or presence of leaks through sub-floor, adjacent floors or walls will be reported. This is a report of the condition of the stall shower at the time of inspection only, and should not be confused as a guarantee. Although we make a visual examination, we do not deface or probe into window or door frames, decorative trim, roof members, etc., in search of wood destroying pests or organisms.

Unless otherwise noted, this inspection is from ground level only. Any area(s) requiring the use of an extension ladder to inspect, are considered inaccessible. We will quote the cost of further inspection by returning to the property with an extension ladder in order to probe these areas, if requested by the interested parties. Although we make visual examinations, we do not deface or probe window/door frames or decorative trims unless absolutely necessary. Unless otherwise specified in this report, we do not inspect fences, sheds, dog houses, detached patios/pergolas, detached wood decks, wood retaining walls or wood walkways.

We assume no responsibility for work done by anyone else, or for damage to structure or contents during our inspection or for infestation, infection, adverse conditions, or damage undetected due to inaccessibility or non disclosure by owner/agent/tenant.



Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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#### DISCLAIMER ABOUT ROOFS

This report includes findings relating to the presence or non presence of wood destroying organisms and/or visible signs of leaks in the accessible portions of the roof. The inspector did not go onto the roof surface due to possible physical damage to the roof, or personal injury. **The exterior surface of the roof was not inspected. No opinion is rendered nor guarantee implied concerning the watertight integrity of the roof or the condition of the roof and roofing materials. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractors' State License Board.**

**PLUMBING:** This is not a plumbing inspection. Any plumbing leaks noted on this report are reported only as they relate to wood-destroying organisms and only as they were evident on the date of inspection. If interested parties require further information concerning the plumbing system the appropriate tradespersons should be contacted.

**ESCROW:** If this report is used for escrow purposes, then it is agreed that the inspection report and completion, if any, is part of the ESCROW TRANSFER. However, if you receive written or verbal instructions from any interested parties involved in the escrow (agents, principals, etc.) not to pay our invoice at the close of escrow, you are instructed by us NOT to use our documents to satisfy any conditions or terms of your escrow for purposes of closing the escrow. Further, you are instructed to return all documents and the most current mailing address you have on file for the property owner.

**MOLD/MILDEW:** This property was not inspected for the presence or absence of health related molds or fungi. By California law we are neither qualified, authorized nor licensed to inspect for health related molds or fungi. If you desire information about the presence or absence of health related molds you should contact appropriate trades. Mold is not a Wood Destroying Organism, and is outside the scope of reports as defined by the Structural Pest Control Board Rules and Regulations. Mold may be listed on this report to advise of a moisture condition that may lead to further infestations or infections as a condition conducive to same.

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

**OTHER:** Company policy dictates that only the owner of the property or the agent of same in writing shall receive a copy of this report and/or completion. Any other parties requesting this information will be referred to the owner or agent for copies of same. There will be NO exceptions to this policy.

**PROPERTY OWNER AND/OR PARTY OF INTEREST (CLIENT) DUTY:** Client agrees to read the entire written report when it is received and promptly call us with any questions or concerns regarding the inspection or the written report. The written report shall be the final and exclusive findings of the Inspector. Client acknowledges that this report covers only the visible and accessible areas of the structure, all as itemized and diagrammed herein. Client agrees to obtain further inspection of all areas reported as being inaccessible for inspection before removing any investigation contingency and prior to the close of the transaction because pest infestation and/or additional damage may be found which can affect Client's purchase or sale decision. You have a right under California Law to request an extension of your inspection contingency removal deadline if needed.

**PHOTOGRAPHS:** The photographs presented in this report are included for convenience of the user only and are the copyrighted property of Bluebird Inspections. The written observations and recommendations are the basis of the inspection findings. The photos are only included in reference to items for which the inspector believes their presence will aid the client in understanding the written comments. They are not intended to be used in place of the written comments but instead, only included to enhance understanding.

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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## Section I Items

*This is a separated report which is defined as Section I/Section II conditions evident on the date of the inspection.*

**Section I** contains items where there is visible evidence of active infestations or infections. Section I/Section II in no way reflects a party responsible for repairs.

### 1A.

FINDING: Evidence of wood-boring beetles were noted in the exterior and garage as indicated on the diagram.

#### **Section I item.**

RECOMMENDATION: Fumigate the entire structure with sulfuryl fluoride for the eradication of wood-boring beetles. The entire structure must be vacant for at least 120 hours for this process. It is the owner's responsibility to have the utilities turned back on when the fumigation is complete. We will use all due caution in our operation; however, we assume no liability for damage to the roof covering, solar panels, TV antennae, or plants adjacent to the structure. The occupants must sign the Occupant's Fumigation Notice and comply with all of the instructions.

NOTE: The price quoted is for fumigation only, any prep work involved will be owners responsibility and at owners expense.

NOTE: The owner should contact PG & E and/or the local utility company to have the utilities turned back on when the fumigation is completed.

NOTE: Bluebird Termite subcontracts fumigations.

NOTE: Three year warranty on fumigation.

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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**1B.**

**FINDING:** Evidence of wood-boring beetle holes were noted to the wood members where indicated on the diagram. **Section I item.**

**RECOMMENDATION:** Patch holes to aid in future inspections. Owner to paint as desired.



**1C.**

**FINDING:** Fungus and wood-boring beetle damage was noted to the deck floor boards and railing. **Section I item.**

**RECOMMENDATION:** The owner and/or interested parties are advised to contact the appropriate tradespersons for further evaluation and/or to repair as necessary. We decline to bid on this repair at this time.



Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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**1D.**

**FINDING:** Fungus damage was noted to the fascia at the garage where indicated on the diagram. **Section I item.**

**RECOMMENDATION:** Repair damage in the most practical manner. This may include, cutting out and patch, removal/replacement of entire wood member, or cutting out a portion of the wood and replacing as needed. We will use our discretion upon course of repair. Treat with a fungicide. If any damage is found to extend into any enclosed areas, a supplemental report and bid will be issued. One coat primer included.

**NOTE:** Removal/disturbance of the gutter is required for above recommendation. If gutter is not suitable for re-installation, new gutters will be recommended at the owner's/client's expense.



**1E.**

**FINDING:** There was fungus infection noted to the sub-floor below the right side hall bathroom where indicated on the diagram. **Section I item.**

**RECOMMENDATION:** Repair as needed and treat with a fungicide.





Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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**1F.**

**FINDING:** There was surface fungus noted to the sub-floor and wall sheathing structure where indicated on the diagram. Fungus infection appears minor at this time and has not structurally weakened the wood so that it is no longer capable of performing the function for which it was designed. **Section I item.**

**RECOMMENDATION:** Scrape away surface fungus and treat the area with Timbor.

**NOTE:** The owner and/or interested parties are also advised to contact the appropriate tradespersons to see what control measures are required.



**1G.**

**FINDING:** Fungus and dampwood termite damage was noted to the framing/wall sheathing in the garage where indicated on the diagram. **Section I item.**

**RECOMMENDATION:** Remove and replace and/or reinforce all damaged wood members. If any damage is found to extend into any enclosed areas, a supplemental report and bid will be issued. See recommendations in this report for the control of wood-boring beetles.

**NOTE:** Above mentioned repairs are being attempted from the interior. If this cannot be done in this manner, or if damage extends into inaccessible areas, a supplemental report will be issued with findings.



Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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**1H.**

FINDING: There was surface fungus and water stains noted to the roof sheathing in the garage where indicated on the diagram. Fungus infection appears minor at this time and has not structurally weakened the wood so that it is no longer capable of performing the function for which it was designed. **Section I item.**

RECOMMENDATION: Scrape away surface fungus and treat the area with Timbor.

NOTE: The owner and/or interested parties are advised to contact the appropriate tradespersons to see what further control measures are required.



Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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## Section II Items

*This is a separated report which is defined as Section I/Section II conditions evident on the date of the inspection.*

**Section II** items are conditions deemed likely to lead to infestations or infections but where no visible evidence of such was found. Section I/Section II in no way reflects a party responsible for repairs.

NOTE: The exterior grading was flat or sloped towards the home and garage in one or more areas around the home, creating potential for excessive moisture build-up or intrusion into the foundation or sub-area. Improve exterior grading and drainage to help minimize these conditions. Further evaluation of the drainage conditions and any corrective action recommended by a qualified drainage specialist is advised.

NOTE: The stucco was noted to extend below grade (outdated construction method). This is a possible entry point for subterranean termites. The owner and/or interested parties are advised to contact the appropriate tradespersons to remove 6"-inches of stucco to expose the foundation.

NOTE: There was cracked and/or patched stucco noted at the exterior. The owner and/or interested parties are advised to contact the appropriate tradespersons to monitor and repair as needed.

NOTE: The hollow stucco abutment(s) noted at the garage contain wood members for which we can make no representation regarding the presence or absence of wood-destroying pests or organisms without installing test openings through the stucco for further inspection. No visible outward signs of infection was noted at the time of our inspection. However, a cost quotation for test openings for further inspection will be issued upon specific request.

NOTE: Exterior trim extends into the foundation or floor. This indicates possible earth-to-wood contact. Cut off the base of the wood member that extends into the concrete. If no further damage is exposed, install a concrete or mortar plug to break any earth-to-wood contact.

NOTE: There was rust noted to the gutters. Consult with a qualified sheet-metal contractor to repair and/or replace as needed.

NOTE: Areas of the exterior wood deck members were noted to be weathered, rendering it vulnerable to potential infection by fungus. The owner or interested parties are advised to employ the services of the appropriate tradespersons to scrape these surfaces and apply new paint or other wood sealer.

NOTE: The interior floor or walls at portions of the basement walls were lower than the exterior grade. Due to finished walls, we were unable to determine if there was proper flashing or water-proofing membrane present. No visible signs of water intrusion were noted at these areas. Advise monitoring and consult with the property owner for available documentation on work done that includes proper water-proofing.

NOTE: There was a crack noted to the window pane in the basement. The owner and/or interested parties are advised to contact the appropriate tradespersons to replace the window pane.

NOTE: There was a plumbing leak noted to the sink drain in the kitchen. The owner or interested parties is advised to contact a qualified licensed plumber to repair the leak.

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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NOTE: The sink shelf noted in the kitchen was swollen from excessive moisture. Remove damaged shelf and replace with new material.

NOTE: There was a gap noted between the tub diverter and wall in the right side hall bathroom. Repair to prevent problems.

NOTE: Cellulose debris (wood, paper products) was noted in the sub-area. Remove and dispose of the cellulose debris of a rakeable size from the sub-area.

NOTE: The soil was noted to be damp (where exposed from concrete) in the sub-area. This is common in this area during the raining season. However, we advise the owner and/or interested parties contact the appropriate tradespersons to see what further control measures are required.

NOTE: There was corrosion noted to the plumbing in the sub-area. The owner or interested parties is advised to contact a qualified licensed plumber to repair or replace necessary piping.

NOTE: The garage framing rests directly on the concrete slab. This indicates possible earth-to-wood contact. The owner and/or interested parties are advised to contact the appropriate tradespersons to see what further control measures are required.

NOTE: Past or present water stains noted to the ceiling and/or walls in one or more areas of the garage. No fungus infection noted unless otherwise noted in this report. The owner and/or interested parties are advised to monitor and maintain exterior walls (mail slots, pipe penetrations, joints, etc.) in water-tight condition.



Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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## Informational and Further Inspection Items

**Further inspection/Informational items** are defined as recommendations to inspect area(s) which during the original inspection could not be defined as Section I or Section II.

### 3A.

**FINDING:** There was no attic opening observed. **Informational/Further Inspection item.**

**RECOMMENDATION:** Owner or interested parties should provide an opening according to industry standards to permit access to the attic opening and inspection of the currently inaccessible attic area and call for inspection. For an additional charge not to exceed the cost of the original inspection, the attic area will be inspected if made accessible by the owner. A supplemental report will be issued and any findings and recommendations will be listed along with estimates for repairs and/or treatment, if within the scope of this company's operations.

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**NOTE:** Eaves are boxed-in type construction, therefore interior areas were inaccessible for inspection.

**NOTE:** Attic space was noted to be partially vaulted, therefore interior areas were inaccessible for inspection.

**NOTE:** The sub-flooring and sheathing noted under the home was found to be inaccessible for physical inspection due to insulation. It is impractical to remove the insulation at this time. If interested parties are concerned, an inspection will be made upon removal of the insulation and a supplemental report will be issued listing any findings and recommendations along with estimates for repair and/or treatment, if within the scope of this company's operations.

**NOTE:** Exterior areas of the entire structure appear to have been recently painted. New paint or patchwork may conceal evidence of infestation, infection, or damage. No guarantees or warranties are either expressed or implied regarding conditions concealed by new paint or patchwork.

**NOTE:** Interior areas of the entire structure appear to have been recently painted. New paint may conceal evidence of infestation, infection, or damage. No guarantees or warranties are either expressed or implied regarding conditions concealed by new paint.

**NOTE:** Interior areas of the entire structure appear to have been recently remodeled which may conceal evidence of infestation, infection, or damage. No guarantees or warranties are either expressed or implied regarding conditions concealed by remodeling work. Interested parties are advised to consult with the owners to determine if infestation, infection, or damage was exposed during the construction work and what steps were taken to remediate the issues, if any.

**NOTE:** Stall shower not tested due to a one-piece pan. The homeowner is advised to maintain this watertight condition by periodically sealing the shower surround as part of normal routine maintenance.

**NOTE:** Stall shower present in right side hall bathroom and water tested. No evidence of leaks noted at the time of the inspection. The homeowner is advised to maintain this watertight condition by periodically sealing the shower surround as part of normal routine maintenance.

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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NOTE: A sump pump was noted in the basement. The system was not tested or checked for operation. Advise checking with the property owner and/or the appropriate tradespersons regarding the system and its functionality.

NOTE: Portions of the garage walls and ceilings were covered by drywall, sheetrock paneling, and/or pre-board concealing the studs underneath. No opinions, guarantees, or warranties are expressed or implied on these covered areas.

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025



## HOME IMPROVEMENT CONTRACT

Branch PR 8416 • info@bluebirdtermite.com • www.bluebirdtermite.com

533 Airport Boulevard #400, Burlingame, CA 94010

Office: (650) 440-1130

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Prefix	Section 1	Section 2	Further Inspection, Informational item
1A	Bid upon request		
1B	Will bid with 1A		
1C	Trades		
1D	\$ 650.00		
1E	\$ 525.00		
1F	\$ 480.00		
1G	\$ 1,450.00		
1H	\$ 360.00		
3A			Trades

	Section 1	Section 2	Further/Informational
<b>TOTAL</b>	\$ 3,465.00 + Fumigation + Trades	Trades	Trades

Chemical material to be used:

- ☐ Termidor (Fipronil)  
☐ Bora-Care (Disodium octaborate tetrahydrate)  
☒ Timbor (Disodium octaborate tetrahydrate)  
☒ Vikane (Vikane-Sulfuryl fluoride)

“Trades” refers to others, including licensed general contractors, plumbers, etc.

Wood-destroying organisms to be targeted:

- ☐ Carpenter ants  
☐ Carpenter bees  
☒ Dampwood termites  
☐ Drywood termites  
☒ Fungus  
☐ Subterranean termites  
☒ Wood-boring beetles

The inspection report of the company dated **01/14/2025**, is incorporated herein by reference as though fully set forth.

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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**Check for the following payment options:**

Escrow fee: 5% of contract or \$250.00, whichever is greater – initial to accept: \_\_\_\_\_

**If the property falls out of escrow, the invoice for any and all work performed is due and payable on the date escrow is canceled. This company must be notified immediately if the escrow has been canceled.**

Past 30 days: Additional 5% - initial to accept: \_\_\_\_\_

Returned check fee: \$75 per check, per occurrence - initial to accept: \_\_\_\_\_

Circle the items you wish performed by The Company, and enter total amount here: \$ \_\_\_\_\_.

No work will be performed until a signed copy of this agreement has been received. The company is authorized to proceed with the work outlined in the items circled below from the Termite Inspection Report for the property inspected, for this sum. **This total amount is due and payable within Ten (10) days from completion repair work and/or chemical application, else a Mechanics lien will be filed.**

NOTE: Regardless of how many items are ordered, there will be a minimum \$500.00 service charge. Credit card payments not accepted at this time.

NOTE: Permit, architectural, engineering and any other associated fees are not included in this contract unless otherwise noted. These costs, if required, will be borne by the customer.

There will be a \$100.00 service charge for all cancellation notices not received within 24 business hours of service date.

Customer Approval:

\_\_\_\_\_  
Sign (customer)

\_\_\_\_\_  
Print name and relation to property

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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Read below for additional and important information

Thank you for selecting Bluebird Termite to perform a Structural Pest Control Inspection on your property. Our inspectors have determined that your property will benefit from the safe application of a chemical commonly used for Structural Pest Control. In accordance with the laws and regulations of the State of California, we are required to provide you and your occupants with the following information prior to any application of chemicals to such property.

Please take a few moments to read and become familiar with the content. State Law requires that you be given the following information:

CAUTION – PESTICIDES ARE TOXIC CHEMICALS. Structural pest control companies are registered and regulated by the Structural Pest Control Board and apply pesticide which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center (1-800-523-2227 or 1-800-544-4404) and your pest control company immediately.

For further information, contact any of the following:

Bluebird Termite (650) 440-1130

For health questions, the local county Health Department:

Alameda County (510) 267-8000  
Contra Costa County (925) 313-6710  
Marin County (415) 499-6921  
San Mateo County (650) 573-2222  
San Francisco County (415) 554-2500

For application information, the county Agricultural Commissioner:

Alameda County (510) 670-5232  
Contra Costa County (925) 608-6600  
Marin County (415) 499-6700  
San Mateo County (650) 363-4700  
San Francisco County (415) 252-3830

For regulatory information, the Structural Pest Control Board:

2005 Evergreen Street, Suite 1500  
Sacramento, CA 95815  
(916) 561-8704

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

The manufacturers, trade names, active ingredients, and EPA registration numbers of all pesticides we may utilize on your property are listed below.

MANUFACTURER	TRADE NAME	ACTIVE INGREDIENT	EPA REG. #
DUPONT	Altriset	Chlorantraniliprole (3-Bromo-N-[4-chloro-2-methyl-6-[(methylamino)carbonyl]phenyl]-1-(3-chloro-2-pyridinyl)-1H-pyrazole-5-carboxamide 18.4%; Other ingredients 81.6%	352-829
NISUS CORP.	Bora Care	Disodium octaborate tetrahydrate 40.0%	64405-1-AA
BASF CORP.	Termidor Foam	Fipronil [5-amino-1-(2,6-dichloro-4-(trifluoromethyl)phenyl)-4-((1,R,S)-(trifluoromethyl)sulfinyl)-1-H-pyrazole-3-carbonitrile] 0.005%; Other ingredients: 99.95%	499-563
BASF CORP.	Termidor SC	Fipronil 5-amino-1-(2,6-dichloro-4-(trifluoromethyl)phenyl)-4-((1,R,S)-(trifluoromethyl)sulfinyl)	7969-210
BASF CORP.	Termidor HE	Fipronil 5-amino-1-(2,6-dichloro-4-(trifluoromethyl)phenyl)-4-((1,R,S)-(trifluoromethyl)sulfinyl)-1H-pyrazole-3-carbonitrile 8.73%, Other ingredients 91.27%	7969-329
BAYER	Premise	Imidacloprid 0.05%	432-1331
	Copper Naphthenate	Copper Naphthenate 22.0% Inert/other Ingredients	64405-16
DOW	Vikane	Vikane-Sulfuryl fluoride 99.5% Chloropicrin .5%	62719-4
	Zythor/Ensysstex		81824-1
NISUS CORP.	Timbor	Disodium octaborate tetrahydrate 98.0%	64405-8-ZC

#### CONDITIONAL GUARANTEE

Bluebird Termite Company guarantees is not responsible for any future infestation, dry rot or adverse conditions beyond the time of inspection. If fumigation is performed, this company is not liable for any damage to shrubs, vines, trees, etc. or any damage to roofs or roof members at the time of Fumigation. In the event that a re-treatment, re-fumigation or any other repair work is to be performed to honor a guarantee issued by this company; the home-owner is responsible to make the property available for any work to be performed. Bluebird Termite Company will not be liable for any cost of vacating or preparing the residence for re-treatment; and / or repairs. NOTE: A new and/or extension of guarantee is never given for re-treatments done under original guarantee.

Local treatment is not intended to be an entire structure treatment method. If infestations of wood-destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated.

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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Unless otherwise specified, full subterranean treatments performed by this company carry a two (2) year warranty and fumigations a three (3) year warranty from the date of treatment/fumigation. This warranty does not include conditions hidden by finished surfaces or those that may develop in/or from inaccessible areas or after the date of inspection. Secondary, substandard treatments carry a warranty of one (1) year, unless otherwise stated, and are valid only for the areas treated unless otherwise specified. All work performed by this company for one (1) year, subcontract work guaranteed thirty (30) days. Caulking, plumbing repairs, or any measures for control of moisture completed by Bluebird Termite are guaranteed for ninety (90) days. Re-set toilets carry a warranty of three (3) months. The warranty will be void if payment for these services is not received upon completion of repairs (for homeowners) or upon close of escrow or within 30 days of completion of stated procedures in required repairs/replacements above (real estate transactions), whichever occurs

We assume no responsibility for work performed by others, to be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days, to use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any shrubs, plants or roof. ANY change in accepted and scheduled work or subcontracts, requested by the owner or the owner's agent may result in additional charges to the prices originally quoted. Repairs and/or treatments that are under deposit and subsequently canceled by the owner/agent will be subject to a 50% cancellation fee.

NOTE: During the process of treatment or repair, it may be necessary to drill holes through ceramic tiles, or other floor coverings, these holes will be sealed with concrete or mortar. We will exercise due care, but assume no responsibility for cracks, chipping, or other damage to floor coverings. We do not re-lay carpeting or other floor coverings. Available precautions will be taken; however, we assume no responsibility for damage to any plumbing, gas or electrical lines, unseen pipes or flooring, etc., or any damage caused by same in the process of pressure treatment of concrete slab areas or replacement of concrete of structural timbers.

Please note that expansion, contraction and settlement will occur. It is absolutely imperative that the owner monitor caulking and maintain these items constantly to prevent moisture intrusion and damage. All guarantees are null and void if caulking is not maintained.

SERVICE GUARANTEE – We agree to apply chemicals to control above-named pests in accordance with terms and conditions of this Service Agreement. All labor and materials will be furnished to provide the most efficient pest control and maximum safety required by federal, state, and city regulations.

MILL PATTERNS: It may not be possible to match the existing mill patterns and materials used in the original construction. We will replace damaged wood members with materials which resemble, as closely as possible, the existing wood members with standard grade materials currently in stock and available.

NOTE: Local treatment option is not intended to be an entire structure treatment method. If infestations or wood-destroying organisms pests extend or exist beyond the area(s) of local treatment, they may not be exterminated.

NOTICE: The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept the Bluebird Termite bid or you may contract directly with another registered company licensed to perform the work. If you choose to contract directly with another registered company, Bluebird Termite will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform.

In the event damage or infestation described herein is later found to extend further than anticipated our bid will not include such repairs. OWNER SHOULD BE AWARE OF THIS CLOSED BID WHEN CONTRACTING WITH OTHERS OR UNDERTAKING THE WORK HIMSELF/HERSELF.

Property Address: 768 Stewart Avenue, Daly City, CA 94015

Date of inspection: 01/14/2025

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### LIMITED INSPECTIONS, REINSPECTIONS AND CLEARANCES

To comply with Structural Pest Control Act Rules and Regulations, if a limited inspection was performed on this property, a complete inspection of the property is recommended.

A reinspection will be performed if requested by the person who ordered the original inspection. This request must be made within four (4) months of the original report. The reinspection shall cost **\$250.00** (or amount stated), is due and payable at the time of the reinspection, and any waiver of same shall be at the sole discretion of the company. The reinspection will be performed within ten working days of the request. If an estimate or bid was not given with the original inspection report or thereafter, then any Structural Pest Control Company shall not be required to perform a reinspection. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs.

Bluebird Termite Company is not responsible for any work performed by a 3<sup>rd</sup> party not hired or subcontracted through Bluebird Termite Company. When certification is desired, it may be necessary to inspect areas that have been opened prior to the installation of any new material or during various stages of the process to ensure findings on the Report have been cleared.

Our reinspection fee is for each trip to the property. It is the responsibility of the client to contact our office prior to the commencement of any work for further information. Bluebird Termite Company will provide a termite clearance report once findings have been repaired.

### TERMS AND CONDITIONS

THE OWNER OR OWNER'S AGENT AGREES – To pay for services rendered in any additional services requested upon completion of work to pay a service charge of one and one-half percent (1 ½%) interest per month, or portion of any month, annual interest rate of eighteen percent (18%) on accounts exceeding the ten (10) day full payment schedule. The Owner grants to The Company a security interest in the property to secure payment sum for work and inspection fee completed. In case of non-payment by The Owner, reasonable attorney fees and costs of collection shall be paid by owner, whether suit be filed or not.

ALL PARTIES AGREE – If any additional work is deemed necessary by the local building inspector, said work will not be performed without additional authorization from owner or owner's agent. This contract price does not include the charge of any Inspection Report fees.

NOTE TO OWNER – Under the **California Mechanics Lien Law** any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court office and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid. To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

NOTE: If the Home Owner fails to pay billing in full, Bluebird Termite will have the right to be paid back for all its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example (but not limited to), reasonable attorney's fees. If for any reason this account is to be turned over to our collection agency, You will be responsible for all cost of collecting.





## Alonzo Inspections

838 Kipling Ave  
South San Francisco, Ca. 94080  
Bus Lic #100387 Per Ser 6200

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT... PLEASE READ CAREFULLY.**

<b>Client:</b>	Mavericks Realty	<b>Report #:</b>	MFS1152025
<b>Address:</b>		<b>Subject Property</b>	
<b>City/State/Zip:</b>		768 STEWART AVE.	
		Daly City, CA 94015	

I/We (Client) hereby request a limited visual inspection of the structure at the above address to be conducted by , (Inspector), for my/our sole use and benefit. I/We warrant that I/We will read the following agreement carefully. I/We understand that I/We are bound by all the terms of this contract. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I may have.

**substitute for real estate transfer disclosures which may be required by law.**

**Whether** or not they are concealed, the following ARE OUTSIDE THE SCOPE OF THIS INSPECTION:

Specific components noted as being excluded on the individual systems inspection forms  
Private water or private sewage systems  
Saunas, steam baths, or fixtures and equipment  
Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic **or time clock controls**  
**Water softener / purifier systems or solar heating systems**  
Furnace heat exchangers, freestanding appliances, security alarms or personal property  
Adequacy or efficiency of any system or component  
Prediction of life expectancy of any item  
Building code or zoning ordinance violations  
Geological stability or soils condition  
Structural stability or engineering analysis  
Termites, pests or other wood destroying organisms  
Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards  
**Building value appraisal or cost estimates**  
**Condition of detached buildings**  
**Pool** or spas bodies and underground piping

(Some of the above items may be included in this inspection for additional fees - check with your inspector)

Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade.

If your inspector recommends consulting other specialized experts, client must do so at client's expense.

I HAVE READ AND AGREE TO THE ABOVE SCOPE OF INSPECTION.

DocuSigned by:  
*Chris Malabed*  
9D015FF78873486...  
2/6/2025

DocuSigned by:  
*Cynthia Malabed*  
F96E6FA67E28401...  
2/6/2025

DocuSigned by:  
*[Signature]*  
0C7D6B02368842B...  
2/14/2025

**Acknowledgement of Receipt**  
**Total Pages** 27

\_\_\_\_\_  
**Buyer's Signature** **Date**

\_\_\_\_\_  
**Buyer's Signature** **Date**

Contract continued

Client: Mavericks Realty

Report #: MFS1152025

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT... PLEASE READ CAREFULLY.**

**ARBITRATION:** Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the American Arbitration Association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The Arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in the Code of Civil Procedure.

**USE BY OTHERS:** Client promises Inspector that Client has requested this inspection for Client's own use only and will not disclose any part of the inspection report to any other person with these exceptions ONLY: one copy may be provided to the current seller(s) of the property for their use as part of this transaction only, and one copy may be provided to the real estate agent representing Client and/or a bank or other lender for use in Client's transaction only.

**ATTORNEY'S FEES:** The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorney's fees, arbitrator fees and other related costs.

**SEVERABILITY:** Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

**DISPUTES:** Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the Inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a reinspection by the Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

(Initial) \_\_\_\_\_

INSPECTION FEE: \$600.00

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

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

Signed: Don A. Alonzo *Don Alonzo* Date: 1/21/2025  
Inspector**ADDITIONAL SERVICES:****TOTAL FEES:** \$600.00**SUB TOTAL:** \$600.00**PAYMENT:** \_\_\_\_\_**TOTAL DUE:** \$600.00

## KEY TO THE INSPECTION REPORT

Report #: MFS1152025

The "Matrix" Report lists the systems and components inspected by this company. Items not found in this report are considered beyond the scope of this inspection, and should not be considered inspected at this time.

When "**APPEARS SERVICEABLE**" is checked it means that we did not observe conditions that would lead us to believe problems existed with this system or component. The item is capable of being used. Some serviceable items may, however, show wear and tear. Other conditions are checked, if applicable, in the body of the report.

**Significantly deficient systems or components** will be identified as: Not functional / unsafe / worn / near end of lifespan. When in the inspector's opinion, an item is "significantly deficient", the reason will be checked within the body of the report.

**Please read the entire report for all items checked.**

**Notice:** This report contains technical information. If you were not present during this inspection please call the office to arrange for a verbal consultation with your inspector. If you choose not to consult with the inspector, this inspection company cannot be held liable for your understanding or misunderstanding of this report's contents.

## KEY TO THE INSPECTION REPORT

**\*** Items that have an asterisk next to them. This item or component warrants additional attention, repair or monitoring.

**(1)** Items that have a (1) next to them. The Bracketed Numbers are defined as follows:

- (1)** Recommended evaluation by a qualified licensed structural engineer / geotechnical engineer.
- (2)** Recommend further review and repairs as needed by a qualified licensed contractor or specialty tradesman dealing with that item or system.
- (3)** Recommend further review for the presence of any wood destroying pests or organisms by qualified Pest Inspector.
- (4)** This item is a safety hazard - correction is needed
- (5)** Recommend upgrading for safety enhancement. This building may have been constructed before current safety standards were developed.

**NOTICE: AN ABRIDGED VERSION OF THIS KEY IS PRINTED AT THE TOP OF EACH REPORT PAGE.**

Please read the special "NOTICES" in each section of the report for further information concerning the limitations of this inspection.  
If you do not understand how to read this report please contact our office.

I have read and understand the Key to the Matrix Inspection Report.

Client's Initials \_\_\_\_\_ Representative/Agent's Initials \_\_\_\_\_

I agree to read the special "NOTICES" in each section of the report for further information concerning the limitations of this inspection.

Client's Initials \_\_\_\_\_ Representative/Agent's Initials \_\_\_\_\_

Present During The Inspection ☐ Client ☐ Buyer's Agent ☒ Seller's Agent ☐ Seller

INSPECTOR : Don Alonzo

Inspection Date: Jan/15/2025, Wednesday

Start Time: 1:30 pm

Completion Time: 3:30 pm

Weather condition at the time of inspection was Cold

Approximate temperature during inspection: 50.0

### Property Information:

The subject property inspected was a (an): Single Family. # of units 1

Approximate age of building: 1948 Stated by:

Approximate age of roof: Stated by:

Additions / Alterations to: Stated by:

NOTICE: It is always wise to check with the building department for permit information, especially if additions or alterations are noted.

IMPORTANT NOTICE TO THIRD PARTIES OR OTHER PURCHASERS: RECEIPT OF THIS REPORT BY ANY PURCHASERS OF THIS PROPERTY OTHER THAN THE PARTY(IES) IDENTIFIED ON THE CONTRACT PAGE #1 IS NOT AUTHORIZED BY THE INSPECTOR. THE INSPECTOR STRONGLY ADVISES AGAINST ANY RELIANCE ON THIS REPORT. WE RECOMMEND THAT YOU RETAIN A QUALIFIED PROFESSIONAL INSPECTOR TO PROVIDE YOU WITH YOUR OWN INSPECTION AND REPORT ON THIS PROPERTY.

## Alonzo Inspections

**GROUNDS**

Report # : MFS1152025

**KEY:** (1) Recommend evaluation by a structural engineer/geo-technical engineer (4) This item is a safety hazard - correction is needed  
 (2) Recommended evaluation and repairs by a licensed contractor (5) Upgrades are recommended for safety enhancement  
 (3) Refer to qualified termite report for further information \* This item warrants attention/repair or monitoring

**1 Driveway**☐ N/A☐ Asphalt ☒ Concrete ☐ N/A

- ☒ **Appears serviceable** ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☐ Eroded Asphalt\* ☐ Maintenance\* ☐ Sealant needed\* ☐ Deterioration\* ☐ Evidence of poor drainage\*  
☐ No cracks found ☐ Common cracks ☒ Major cracks\* ☐ Trip hazards\* ☐ Surface raised\* ☐ Surface settled\*

Comments: Major cracks were found in the concrete driveway, Recommend evaluation and repair by a licensed contractor.(1)

**2 SideWalks**☐ N/A☒ Concrete ☐ Brick ☐ Paver / Tile ☐ N/A

- ☒ **Appears serviceable** ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☐ No cracks found ☐ Common cracks ☐ Major cracks\* ☐ Trip hazards\* ☐ Surface raised\* ☐ Surface settled\*  
☐ Concrete is above\* ☐ Evidence of poor drainage\*

Comments: The sidewalk appeared to be in serviceable condition at the time of the inspection.

**3 Retaining Wall**☒ N/A

LOCATION(S):

☐ Concrete ☐ Stucco ☐

- ☐ **Appears serviceable** ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☐ No cracks found ☐ Common cracks ☐ Major cracks (1) ☐ Moisture penetration\* ☐ No drainage openings\*

Comments:

**4 Patio**☒ N/A

LOCATION(S):

☐ Concrete ☐ Brick ☐ N/A

- ☐ **Appears serviceable** ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☐ No cracks found ☐ Common cracks ☐ Major cracks (1) ☐ Trip hazards\* ☐ Surface raised\* ☐ Surface settled\*  
☐ Concrete is above\* ☐ Evidence of poor drainage\*

Comments:

**5 Patio Cover**☒ N/A

LOCATION(S):

☐ Earth contact (3)

- ☐ **Appears serviceable** ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☐ Attachment to house \* ☐ Open Design ☐ Covered Roof (refer to Roof Page)\*  
☐ Moisture at ☐ Patio cover lacks ☐ Wood appears

Comments:

**6 Decks / Porches**☐ N/A☒ WOOD ☐ Waterproofed Coating ☐ Concrete ☐

LOCATION(S): A Rear

B

C

- ☒ **Appears Serviceable** ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☐ Deck is on grade--unable to inspect\* ☐ Piers need ☐ Posts need  
☐ Cracks ☐ Moisture ☐ Deck appears unsound (1) (2) ☐ (A) ☐ (B) ☐ (C)  
☐ Flashing ☐ Earth-to-wood contact (3) ☐ (A) ☐ (B) ☐ (C)  
☐ Porch\* ☐ Steps\* ☐ Uneven\*  
☐ Screens\* ☐ Panels\* ☐ Unable to  
☒ **Railings are serviceable** ☐ N/A ☐ Railing ☐ Railing of

Comments: The deck appeared to be in serviceable condition at the time of the inspection.

**7 Fences and Gates**☐ N/A☐ NOT INSPECTED ☒ Wood ☐ Chain Link ☐

- ☒ **Appears serviceable** ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☐ Posts are ☐ Blocks are ☐ Boards are  
☐ No cracks ☐ Common cracks ☐ Major cracks (2) ☐ Fence height at  
☐ Gate(s) need ☐ Self closing device is ☐ Post rusted & leaning\*

Comments: The fencing and gates appeared to be in serviceable condition at the time of the inspection.

Alonzo Inspections

# GROUPS PHOTOS

Report # MFS1152025

**Client:** Mavericks Realty

**Property:** 768 STEWART AVE.

**Date:** 1/15/2025

Daly City, CA 94015

Picture 1



Refer to grounds #1 driveway:

Major cracks were found in the concrete driveway, Recommend evaluation and repair by a licensed contractor.(1)



# Alonzo Inspections

## EXTERIOR

Report # : MFS1152025

**KEY:** (1) Recommend evaluation by a structural engineer/geo-technical engineer (4) This item is a safety hazard - correction is needed  
(2) Recommended evaluation and repairs by a licensed contractor (5) Upgrades are recommended for safety enhancement  
(3) Refer to qualified termite report for further information \* This item warrants attention/repair or monitoring

### 8 Exterior Stairs

☒ N/A

Type:

Location: A

B

C

- ☐ Appears serviceable ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☐ Moisture ☐ Uneven ☐ Openings in rails too large (5)  
☐ Railings serviceable ☐ Railings

Comments:

### 9 Exterior Walls

☐ N/A

Structure: ☒ WOOD FRAME

Wall Covering is: Wood shake / Cedar Stucco

- ☒ Appears serviceable ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☐ No cracks found ☐ Common cracks ☐ Major cracks (1) ☐ Cracks / openings need repair (2) ☐ Soil contact \*(3)  
☐ Moisture stains/damage ☐ Damaged ☐ Nailing defects \* ☐

Comments: The exterior walls appeared to be in serviceable condition at the time of the inspection.

Notice: Wall insulation type and value is not verified\* UFFI insulation or hazard are not identified\* Conditions inside the wall cannot be judged\* Lead paint testing is not performed\*

### 10 Trim

☐ N/A

☐ WOOD ☐ METAL ☐ VINYL ☐

- ☒ Eaves, soffits, fascia & trim appear serviceable ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\*  
☐ Moisture stains at ☐ Not fully visible\* ☐ N/A  
☐ Flashings / Trim : ☐ Not visible at

Comments: The exterior trim appeared to be in serviceable condition at the time of the inspection.

### 11 Chimney(s)

☐ N/A

Location: A Living Room B C D

- Material: A Stucco B C D ☐ METAL FLUE ☐ WOOD FRAME  
☒ Appears serviceable ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☐ Chimney / brick / mortar is: ☐ Settlement (2) ☐ Flashing is  
☒ Spark screen present at A,B ☐ Spark screen: ☐ Raincap / screen recommended \*  
☐ Cracks/separations/sealing needed at ☐ Unlined flue (2) ☐ Cracks in chimney cap \*  
☐ Ash dump / door is: ☐ Damage / deterioration / defect \*

Comments: The chimney appeared to be in serviceable condition at the time of the inspection.

Notice: The interior of the flue was not inspected at this time. We recommend that you retain a qualified chimney sweep to clean and evaluate the flue \*

### 12 Sprinklers

☐ N/A

☐ Not inspected\* ☐ Non operational (2) ☐ Control box location

- ☒ Appears serviceable ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☐ Valve ☐ Head ☐ Line ☐ Anti-siphon valves needed \*  
☐ Adjust spray away from ☐ Areas of inadequate spray coverage \* ☐ Adjust heads \*

Comments: The sprinklers appeared to be in serviceable condition at the time of the inspection.

Notice: Underground pipes cannot be judged for breaks or possible root intrusions. Association-maintained systems are not tested. Grove systems are not tested.\*

### 13 Hose Faucets

☐ N/A

☐ Faucets are

- ☒ Appears serviceable ☐ Some inoperative / corroded (2) ☐ Leaks (2) ☐ Missing handle(s)\* ☐ Broken handle(s)\*

Comments: The hose faucets appeared to be in serviceable condition at the time of the inspection.

### 14 Gutters & Downspouts

☐ N/A

☒ Full

☐ Partial

☐ None Installed

- ☒ Appears serviceable ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☐ Drains blocked\* ☐ Debris filled\* ☐ Gutters / downspouts:  
☐ Add gutters & downspouts for drainage\* ☐ Add splashblocks for drainage\* ☐ Route downspouts away from building\*  
☐ Roof / gutters not draining properly\* ☐ No secondary drain(s) on roof (2) ☐ Subsurface drains not tested\*

Comments: The gutter system appeared to be in serviceable condition at the time of the inspection.

Notice: Gutters and subsurface drains are not water tested for leakage or blockage.\* Regular maintenance of drainage systems is required to avoid water problems at the roof and foundation.\*

## Alonzo Inspections

## FOUNDATION

Report # : MFS1152025

**KEY:** (1) Recommend evaluation by a structural engineer/geo-technical engineer (4) This item is a safety hazard - correction is needed  
 (2) Recommended evaluation and repairs by a licensed contractor (5) Upgrades are recommended for safety enhancement  
 (3) Refer to qualified termite report for further information \* This item warrants attention/repair or monitoring

**15 Grading** ☐ N/A ☐ Level Site ☒ Slope Minor ☐ Moderate ☐ Steep (1) ☐ Stairstepped ☐ Banks

- ☒ Drainage of site/slope of soil at foundation is proper based upon visual observation ☐ Not fully visible\*
- ☐ Improper soil slope toward foundation\* ☐ Soil / pavement is high at foundation\* ☐ Earth-to-wood contact visible\* (3)
- ☐ Plants touch ☐ Trees planted close to structure \* ☐ Overgrown landscaping\*
- ☐ Surface drains noted, not tested - underground pipes cannot be judged\* ☐ Signs of poor drainage / erosion\*

Comments: Drainage of the site appeared to be in serviceable condition at the time of the inspection.

Notice: This inspection does not include geological conditions or site stability information. For information concerning these conditions, a geologist or soils engineer should be consulted.

☐ 16 Slab-on-grade ☒ 17 Crawlspace ☐ 18 Basement ☐ N/A

- ☒ Foundation: ☒ Poured concrete ☒ Masonry block ☐ Brick ☐ Stone ☐ Piers ☐ Wood ☐ Not visible ☐ None
- ☐ Columns: ☐ Concrete ☐ Steel ☒ Wood ☐ Masonry Block ☐ Brick ☐ Not visible ☐ None

☒ Entered crawl space ☐ No access\* ☐ Partial access\* ☐ Viewed from access opening only\*

☒ Door / Cover: OK ☐ Damaged\* ☐ Missing\* ☐ Crawlspace ☐ Basement

**Foundations:** ☐ Visible ☐ Partially visible\* ☐ Not visible at\*

☒ Appears serviceable ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*

☐ No cracks found ☐ Further evaluation needed (2) ☐

☐ No moisture present ☐ Exposed footing\*

☐ Unable to inspect

☐ Slab not visible due to carpet and floor covering-recommend further evaluation by removal of the floor covering due to:

☐ Cracks found\* ☐ Uneven areas in flooring\* ☐ Unusual cracks on interior walls\* ☐ Unusual cracks on exterior walls\*

**Ventilation:** ☒ Serviceable ☐ N/A ☐ Vents

Comments: The concrete perimeter and wood pier and post framing was serviceable. Anchor bolts installed. No readily visible problems were found at the time of the inspection.

Notice: All slabs experience some degree of cracking due to shrinkage in the drying process. In most instances floor coverings prevent recognition of cracks or settlement in all but the most severe cases. The inspector will, at additional cost, reinspect, provided the client removes floor covering and releases the inspector from damage caused by this process. Floor coverings are not removed during this inspection.\*

**Floor Construction:** ☒ JOISTS ☐ TRUSSES ☐ CONCRETE ☐ NOT VISIBLE ☐ N/A

**Wood Frame:** ☐ N/A ☒ CONVENTIONAL WOOD FRAMING ☐ TRUSS ☐ Other

☒ Appears serviceable ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*

☐ Framing is ☐ Missing framing ☐ Moisture stains & damage (2)(3)

☐ Damaged ☐ Missing ☐ Earth-to-wood contact (2) (3)

☐ Joists ☐ Beams ☐ Post ☐ Columns ☐ Debris under house\*

☐ Concrete floors: ☐ improper slope\* ☐ cracked\* ☐ deteriorated\* ☐ settled(1) ☐ Evidence of

☒ Anchor bolts installed ☐ Shear installed ☐ No anchor bolts (1) ☐ No shear panels (1) ☐ Bolts not visible\*

☐ Probing where deterioration is suspected revealed: ☐ Engineer recommended (1)

☐ Insulation

**VAPOR RETARDER** ☒ N/A ☐ Installed ☐ Not installed\* ☐ Not visible\* ☐ Loose\* ☐ Installed incorrectly\*

**SUMP PUMP** ☒ N/A ☐ Serviceable ☐ Not functional\* ☐ Pump not tested\* ☐ Sump pump needed\*

Comments:

**BASEMENT STAIRS** ☒ N/A ☐ Serviceable ☐ Uneven rise(2)(4) ☐ Uneven run(2)(4) ☐ loose step(s) (2)(4)

☐ Railings ☐ Stairs too steep (2)(4)(5) ☐ Ceiling is

Comments: N/A

Notice: The inspector does not determine the effectiveness of any system installed to control or remove suspected hazardous substances\* No engineering is performed during this inspection \*

Alonzo Inspections

# FOUNDATION PHOTOS

Report # MFS1152025

**Client:** Mavericks Realty

**Property:** 768 STEWART AVE.

**Date:** 1/15/2025

Daly City, CA 94015



Picture 13

Refer to foundation #17 crawlspace:  
The concrete perimeter and wood pier and post framing was serviceable. Anchor bolts installed. No readily visible problems were found at the time of the inspection.



Picture 14

Refer to foundation #17 crawlspace:  
The concrete perimeter and wood pier and post framing was serviceable. Anchor bolts installed. No readily visible problems were found at the time of the inspection.



Picture 15

Refer to foundation #17 crawlspace:  
The concrete perimeter and wood pier and post framing was serviceable. Anchor bolts installed. No readily visible problems were found at the time of the inspection.



Picture 16

Refer to foundation #17 crawlspace:  
The concrete perimeter and wood pier and post framing was serviceable. Anchor bolts installed. No readily visible problems were found at the time of the inspection.



## Alonzo Inspections

## ROOF

Report # : MFS1152025

**KEY:** (1) Recommend evaluation by a structural engineer/geo-technical engineer (4) This item is a safety hazard - correction is needed  
 (2) Recommended evaluation and repairs by a licensed contractor (5) Upgrades are recommended for safety enhancement  
 (3) Refer to qualified termite report for further information \* This item warrants attention/repair or monitoring

**Roof style:** **Main Roof Gable** **Garage Roof**  
**How inspected:** ☐ Walked ☐ Viewed from ladder\* ☐ Viewed from ground\* ☐ With binoculars\* ☐ Inspection is limited\*  
☐ Not fully visible due to: ☐ Height ☐ Weather ☐ Snow ☐ Type ☐ Debris **Viewed by drone**

**19 Main Roof** ☐ N/A **Roof Covering is: Asphalt Composition Shingle** # of layers:  
☒ **Appears serviceable/within useful life** ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\*(2) ☐ Not fully visible\*  
☐ Typical maintenance recommended. This usually consists of repair/replacement of damaged/missing ridge and other shakes/shingles. This maintenance should help ensure the water tightness of the building and be performed on a regular basis.\*  
☐ General condition favorable with signs of weathering and aging-regular maintenance and inspection advised.\*  
☐ Roof covering has ☐ Moisture stained / damage\*  
☐ Weathering\* ☐ Aging\* ☐ Burnt through (2) ☐ Cracking\* ☐ Holes/opening (2) ☐ Exposed (2) ☐ Deteriorated membrane (2)  
☐ Loose ☐ Displaced ☐ Damaged ☐ Missing: ☐ Pitch appears insufficient (2) ☐ Moss covered\*  
☐ Roof material appears to be improperly installed (2) ☐ Fasteners are (2)  
☐ Roof appears to be ☐ Evidence of prior patching / repairs (2)

Comments: The main Asphalt Composition Shingle roof covering appears to be in serviceable condition.

**20 Garage Roof** ☐ N/A **Roof Covering is: Bitumin** # of layers: 1  
☒ **Appears serviceable/within useful life** ☐ Not Functional\* ☐ Unsafe\* ☒ Worn\* ☐ Near end of lifespan\*(2) ☐ Not fully visible\*  
☐ Fasteners (2) ☐ Dented ☐ Rusted ☐ Deteriorated paint (2)  
☐ Loose ☐ Displaced ☐ Damaged ☐ Missing ☐ Prior repairs (2) ☐ Insufficient Pitch(2) ☐ Moss covered\*  
☐ Roof material appears improperly installed (2) ☐ Holes/openings(2) ☐ Exposed(2) ☐ Deteriorated membrane(2)  
Comments: The general condition of the roof appears to be in serviceable condition with signs of weathering and aging. The roof covering had signs of water ponding or poor drainage at the time of the inspection. (2)

Notice: Roofs of this material are often not walked on to avoid causing damage. Not all tiles/slates are checked for attachment.\* Inspection is limited\* Cracks tiles may not be noticable or visible. (\*)

**21** ☒ N/A **Roof Covering is:** # of layers:  
☐ **Appears serviceable/within useful life** ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\*(2) ☐ Not fully visible\*  
☐ Typical maintenance recommended. This usually consists of covering exposed/bare with additional coating/aggregate material. Repair of open seams, cracks in flashings, deteriorated roof coverings, etc. \*  
☐ Excessive damage (2) ☐ Excessive deterioration (2) ☐ Roof material appears to be improperly installed (2)  
☐ Blistering\* ☐ Cracking\* ☐ Alligatoring\* ☐ Open seams (2) ☐ Moss covered (2) ☐ Deteriorated surface (2)  
☐ Evidence of ☐ Bare areas exposed to the sun (2) ☐ Fasteners  
☐ Roof appears to be ☐ Evidence of prior patching / repairs (2)

Comments:

**Roof Notes** ☐ **NOTICE: N/A**

Comments: N/A

Notice: The report is an opinion of the general quality and condition of the roof.\* The Inspector cannot, and does not, offer an opinion or warranty and to whether the roof has leaked in the past, or may be subject to future leakage. Notice: The report is an opinion of the general quality and condition of the roof.\*

**22 Exposed Flashings** ☐ N/A ☒ **Flashings appears serviceable** ☐ N/A  
☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\*(2) ☐ Not fully visible\*  
 Separation (s) / improper at: ☐ Roof\* ☐ Wall\* ☐ Drip edge\* ☐ Vent Pipes\* ☐ Skylight\* ☐ Other \*  
☒ **Vent caps appear serviceable** ☐ Needs repair\* ☐ Missing caps\* ☐ Rusty flashing\* ☐ Mastic covered\*  
☐ Damaged flashing\* ☐ Improper flashing a ☐ No visible flashing at:  
☐ **Skylight(s) appear serviceable** ☐ Cracked (2) ☐ Damaged (2) ☐ Defect (2) ☐ Non professional skylight\*

Comments:

Notice: Determining the presence of asbestos or hazardous materials is beyond the scope of this inspection.\* Roofs, skylights and flashing are not water tested for leaks.\* Notice: Tenting a home for fumigation may cause damage to roofs -- recommend reinspection for damage after tenting is completed.\*

# ROOF PHOTOS

Report # MFS1152025

**Client:** Mavericks Realty

**Property:** 768 STEWART AVE.

**Date:** 1/15/2025

Daly City, CA 94015



Picture 19

Refer to roof #19 main roof:  
The main Asphalt Composition Shingle roof covering appears to be in serviceable condition.



Picture 20

Refer to roof #19 main roof:  
The main Asphalt Composition Shingle roof covering appears to be in serviceable condition.



Picture 21

Refer to roof #19 main roof:  
The main Asphalt Composition Shingle roof covering appears to be in serviceable condition.



Picture 22

Refer to roof #19 main roof:  
The main Asphalt Composition Shingle roof covering appears to be in serviceable condition.



Picture 23

Refer to garage #20 Garage roof:  
The general condition of the roof appears to be in serviceable condition with signs of weathering and aging.  
The roof covering had signs of water ponding or poor drainage at the time of the inspection. (2)



Picture 24

Refer to garage #20 Garage roof:  
The general condition of the roof appears to be in serviceable condition with signs of weathering and aging.  
The roof covering had signs of water ponding or poor drainage at the time of the inspection. (2)

## Alonzo Inspections

**PLUMBING**

Report # : MFS1152025

**KEY:** (1) Recommend evaluation by a structural engineer/geo-technical engineer (4) This item is a safety hazard - correction is needed  
 (2) Recommended evaluation and repairs by a licensed contractor (5) Upgrades are recommended for safety enhancement  
 (3) Refer to qualified termite report for further information \* This item warrants attention/repair or monitoring

**23 Main Line** ☐ N/A **Main pipe is Copper** **Size: 1"** **Pressure: 80 PSI** ☐ AM ☒ PM  
☐ Pressure is above 80 psi - recommend:  
☒ **Appears serviceable** ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☒ Main valve location: Front of House ☐ Not located\* ☐ Operational ☐ Not operational (2) ☐ Not inspected\*  
☐ Handle is ☐ Excessive corrosion on valve (2) ☐ Copper pipe not protected from concrete\*  
☐ Water softener installed (water condition/quality is not tested\*) ☐ Leaks at main valve (2) ☐ Leaks at water conditioner (2)

Comments: The main line appeared to be in serviceable condition at the time of the inspection.

**24 Supply Lines** ☐ N/A **Supply lines are Copper**  
☒ **Appear serviceable** ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☐ Supply pipes show ☐ Leaking noted at:  
☐ Water flow appears serviceable ☐ Noise in pipes (2)  
☐ Pipes lack support at: ☐ Cross connection(s) present at: ☐ Evidence of  
☐ Copper and galvanized pipe contact visible (2) Insulated: ☐ N/A ☐ Yes ☐ No

Comments: The supply lines appeared to be in serviceable condition at the time of inspection.

Notice: Underground pipes or pipes inside walls cannot be judged for size, leaks or corrosion.\* Water quality testing or testing for hazards such as lead is not part of this inspection.\* Notice:  
 Be advised that some "Polybutylene" plastic piping systems have experienced documented problems.

**25 Waste Lines** ☐ N/A **Waste lines are Cast Iron**  
☒ **Appear serviceable** ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☐ Waste pipes show ☐ Pipes lack proper support at:  
☐ Plumbing ☐ All vents/traps not fully visible\* ☐ Leaking noted at:  
☐ Insufficient fall for adequate drainage (2) ☐ Open waste line (2) ☐ Trap

Comments: Waste lines appeared to be in serviceable condition the time of inspection. Reverse sump pump system installed at laundry waste plumbing was serviceable at time of inspection.

Notice: City sewer service, septic systems and all underground pipes are not a part of this inspection. Future drainage performance is also not determined.\* Be advised that some "ABS" plastic piping systems have experienced documented problems. Contact the manufacturer or plumbing expert for further information and evaluation.

**26 Fuel System** ☐ N/A **Shut Valve Location: Exterior** **Fuel type is Gas Meter**  
☐ Fuel system is not on for inspection-suggest utilities company light and test all fuel appliances\*  
☒ **Appears serviceable** ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☐ Pipes not ☐ Pipe is corroded (2) ☐ Pipe is under strain (2)  
☐ Improper piping at: ☐ Exposed plastic pipe (2) ☐ Pipe is not 6" above ground (2)  
☐ No shutoff valve at: ☐ Improper union at: ☐ Pipes lack proper support (2)

Comments: Fuel system appeared to be in serviceable condition at the time of the inspection.

Notice: Underground piping & fuel tanks cannot be judged. Pipes inside walls or pipes concealed from view cannot be judged and the inspector does not perform tests for gas leaks or pipe size.\*

**27 Water Heaters** ☐ N/A **Location A Utility Room** **Type Gas** **Capacity 40 Gallons**  
**Location B** **Type** **Capacity**  
☒ **Appears serviceable** ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☐ Rust flakes in burner chamber\* ☐ Burner flame appears improper (2) ☐ Heater leaks  
☒ Water shutoff valve installed (no test) ☐ Corrosion on pipes\* ☐ Heater in garage is not on 18" raised platform\* (5)  
☒ Temperature Pressure Relief Valve overflow pipe is too short (2) ☐ Combustion air  
☐ Insufficient clearance to combustible material (2) ☐ Pilot / system off -- could not inspect\*  
☒ Vent flue piping exhaust did not terminate above the roof line. ☐ Vent flue piping  
☒ Seismic straps appear serviceable ☐ Seismic straps ☐ Thermal blanket  
☐ Unit needs a catch pan with an exterior routed drain line\* ☐ Recommend protecting heater from physical damage\*  
☐ Enclosure ☐ Firewall

Comments: Water heater appeared to be serviceable condition at the time of inspection. MFG2022  
 T P R valve overflow pipe was missing at the time of the inspection. (2)

Notice: Estimate of remaining life is not part of this inspection. Solar systems are not part of this inspection. Hot water recalcuating pumps/systems are not part of this inspection.\*

Alonzo Inspections

# PLUMBING PHOTOS

Report # MFS1152025

**Client:** Mavericks Realty

**Property:** 768 STEWART AVE.

**Date:** 1/15/2025

Daly City, CA 94015



Picture 25

Refer to plumbing #27 water heater:  
Water heater appeared to be serviceable condition at the time of inspection.



Picture 26

Picture of heated water @ 100 degree's



Picture 27

Refer to plumbing #27 water heater:  
T P R valve overflow pipe was missing at the time of the inspection. (2)



Picture 28

Refer to plumbing #27 water heater:  
Water heater exhaust flue did not terminate above the roof line.\*



## Alonzo Inspections

## HEATING

Report # : MFS1152025

**KEY:** (1) Recommend evaluation by a structural engineer/geo-technical engineer (4) This item is a safety hazard - correction is needed  
 (2) Recommended evaluation and repairs by a licensed contractor (5) Upgrades are recommended for safety enhancement  
 (3) Refer to qualified termite report for further information \* This item warrants attention/repair or monitoring

<b>28 Description</b>	<input type="checkbox"/> N/A	<b>Approximate BTU's</b>	<b>Unit A</b> 66,000	<b>Unit B</b> 66,000	<b>Unit C</b>
<b>Location A</b> Closet		<b>Location B</b> Closet		<b>Location C</b>	
Heating Type: Forced air		Heating Type: Forced air		Heating Type:	
Fuel Type: Natural gas		Fuel Type: Natural gas		Fuel Type:	

Comments: Heating type is a forced air unit.

Notice: If a fuel burning heater / furnace is located in a bedroom, we recommend evaluation by a qualified heating contractor for safety and air volume requirements.\*

**29 Condition** ☐ N/A ☐ Not inspected\*

☒ **System(s) appear serviceable** Unit A ☐ Did not respond to normal controls (2)  
☐ Not Functional ☐ Unsafe ☐ Worn ☐ Near end of lifespan ☐ Damage ☐ Deterioration  
☐ System(s)

Comments: The heating system appeared to be operational at time of inspection.

Notice: Inspector does not light pilots. If pilots are "OFF", a full inspection is not possible. It is suggested that heating systems be activated and fully inspected PRIOR TO CLOSE OF TRANSACTION. \*

**30 Venting** ☐ N/A ☐ Backventing (2) ☐ Unable to fully inspect vent pipe\*

☒ **Appears serviceable** ☐ Damage (2) ☐ Not accessible\*  
☐ Vent lacks clearance from combustibles (2)(4) ☐ Improper vent rise (2)  
☐ Improper materials used for vent pipe (2)(4) ☐ Improper elbow angle (2)  
☐ Soot/Rust on ☐ Defective  
☐ Vent terminates near window/opening (2)(4)

Comments: The furnace venting appeared to be in serviceable condition at the time of the inspection.

**31 Combustion Air** ☐ N/A ☐ Air supply

☒ **Appears serviceable** ☐ Damage\* ☐ Deteriorated\* ☐ Defects\*  
☐ Combustion and return air sources are too close or mixing (2)  
☐ Recommend sealing platform at:

Comments: The combustion supply air was in serviceable condition at the time of the inspection.

**32 Burners** ☐ N/A ☐ Closed system / unable to inspect\*  
☐ Unusual flame pattern (2)  
☒ **Burner flame appears typical** ☐ Damaged  
☐ Rust flakes in burn chamber (2) ☐ Chamber

Comments: The furnace burner flames appeared to be typical.

Notice: The inspector is not equipped to thoroughly inspect heat exchangers for evidence of cracks or holes, as this can only be done by dismantling the unit or other technical procedures.\* Some furnaces are designed in such a way that inspection is almost impossible.\* Safety devices are not tested by this company.\*

**33 Distribution** ☐ N/A **Type: Ducts & Registers**

☒ **Appears serviceable** Unit A ☐ Ducts:  
☐ Register(s) ☐ Not fully visible\* ☐ Low air volume (2)  
☐ Zone valve did not operate ☐ Insulation  
☐ Radiator inoperative (2) ☐ Circulating pump  
☐ Radiator cold (2) ☐ Convector inoperative (2) ☐ Convector cold (2)  
☐ Leaks on radiator (2) ☐ Leaks on convector (2) ☐ Leaks on fitting (2)

Comments: The distribution system appeared to be in serviceable condition at the time of inspection.

Notice: Asbestos materials have been commonly used in heating systems.\* Determining the presence of asbestos can ONLY be performed by laboratory testing and is beyond the scope of this inspection.\*

# HEATING PHOTOS

Report # MFS1152025

**Client:** Mavericks Realty

**Property:** 768 STEWART AVE.

**Date:** 1/15/2025

Daly City, CA 94015



Picture 31



Picture 32

Refer to heating #29 condition:  
The heating system appeared to be operational at time of inspection.

Picture of heated air @ 93 degree's  
Livingroom



Picture 33

Picture of heated air @ 86 degree's  
Bedroom



Picture 34

Picture of heated air @ 89 degree's  
Bedroom

## Alonzo Inspections

**HEATING** Continued & AIR COOLING

Report # : MFS1152025

**KEY:** (1) Recommend evaluation by a structural engineer/geo-technical engineer (4) This item is a safety hazard - correction is needed  
 (2) Recommended evaluation and repairs by a licensed contractor (5) Upgrades are recommended for safety enhancement  
 (3) Refer to qualified termite report for further information \* This item warrants attention/repair or monitoring

**34 Normal Controls**☐ N/A☐ Unable to inspect\* ☐ Utilities off\*☒ **Appears serviceable**

Unit A

☐ Thermostat☐ Damage\* ☐ Deterioration\* ☐ Defects\*☐ Controls need☐ Gauges need☐ Switch is☐ Leaks at:☐ Corrosion at:☐ Expansion tankComments: The normal operating controls appeared to be serviceable at the time of the inspection.

Notice: Thermostats are not checked for calibration or timed functions.\* Adequacy, efficiency or even heat distribution of the system through the house is not part of this inspection. \*

**35 Air Filter**☐ N/A☐ Missing\* ☐ Wrong size\* ☐ Unable to inspect\*☒ **Appears serviceable**☐ Suggest changing☐ Cleaning filter\*☐ No filter hold-down\*Comments: The air filters appeared to be in serviceable condition at the time of the inspection.

Notice: Electronic air cleaners, humidifiers and dehumidifiers are beyond the scope of this inspection. \* Have these systems evaluated by a qualified individual. \*

**36 Heating Notes**☐ N/A☐ Recommend complete system evaluation (2)☐ Unable to locate heat in all rooms\*☐ Suggest cleaning & servicing entire heating systems (2)☐ Fuel tank leak (2) (4)☐ Heater makes unusual noise during operation, further evaluation needed (2)☐ Undercut doors off carpet\*☐ High ☐ Low☐ Air leaks at:☐ Leakage at:☐ Condensate lines:☐ Termination location:Comments: A heater register was not provided in bedroom.\*

Notice: Verification of the location or condition of underground fuel storage tanks is not part of this inspection.\* Environmental risks, if any, are not included. \*

Notice: Asbestos materials have been commonly used in heating systems.\* Determining the presence of asbestos can ONLY be performed by laboratory testing and is beyond the scope of this inspection.\*

**37 Cooler & 38 Air**☒ N/A

Location(s) Unit A

B

C

**Type:****Power:** ☐ 120volt ☐ 240volt ☐ One speed fan only\*☐ **Appears operational**☐ Not Functional\*☐ Unsafe\*☐ Worn\*☐ Near end of lifespan\*☐ Not fully visible\*☐ Unit makes unusual noise during operation (2)☐ Unit is not level\*☐ Pads☐ Unit☐ Float valve☐ Pump☐ Leaking noted\*☐ No power - unable to test\*☐ Warm air only (2)☐ Air temp below 65 degrees - unable to test system(s)\* (operation could cause damage) ☐ One speed fan only\*☐ Not level(2) ☐ Makes unusual noise(2)☐ Air temperature differential is incorrect (2)☐ Coil is damaged (2)☐ Recommend servicing system and checking refrigerant level\*Comments:**POWER:** ☐ N/A ☐ 120 Volts☐ 240 Volts☐ Electrical disconnect present☐ Gas\* (not inspected)☐ No electrical disconnect provided (2)☐ Improper conduit (2)☐ Proper grounding not provided (2)☐ No conduit (2)☐ Junction box ☐ Cover☐ Heat pump auxiliary heat not functional(2)**CONDENSATE:** ☐ N/A☐ Condensate line installed☐ Line not fully visible\*☐ Termination location:☐ No trap in line\*☐ Condensate lines:**REFRIGERANT LINES:** ☐ N/A☐ Insulation installed on-lines☐ Ice on unit (2)☐ Insulation damaged\*☐ Insulation deteriorated\*☐ Ice on lines (2)☐ Lines not fully visible☐ Leaks at:☐ Line(s) appear damaged (2)**Comments**☐ N/A

DATA PLATE:

Comments:

Notice: The inspector does not perform pressure tests on coolant systems; therefore no representation is made regarding coolant charge or line integrity. Subjective judgment of system capacity is not part of the inspection.

## Alonzo Inspections

**ELECTRICAL**

Report # : MFS1152025

**KEY:** (1) Recommend evaluation by a structural engineer/geo-technical engineer (4) This item is a safety hazard - correction is needed  
 (2) Recommended evaluation and repairs by a licensed contractor (5) Upgrades are recommended for safety enhancement  
 (3) Refer to qualified termite report for further information \* This item warrants attention/repair or monitoring

<b>39 Service</b>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Overhead	<input type="checkbox"/> Underground	<input checked="" type="checkbox"/> Number of conductors 3
<input checked="" type="checkbox"/> Appears serviceable	<input type="checkbox"/> Defects*	<input type="checkbox"/> 120V*	<input checked="" type="checkbox"/> 240V <input checked="" type="checkbox"/> 120V	<input checked="" type="checkbox"/> AMPS 100 <input type="checkbox"/> AMPS NOT DETERMINED
<input type="checkbox"/> Loose connections at	<input type="checkbox"/> Deterioration*	<input type="checkbox"/> Unsafe*	<input type="checkbox"/> Near end of lifespan*	
<input type="checkbox"/> Frayed wires (2)	<input type="checkbox"/> Improper splices on main wires (2)	<input type="checkbox"/> Damaged connections at		
<input type="checkbox"/> Conductors too close to		<input type="checkbox"/> Improper tap on main wires (2)		
<input checked="" type="checkbox"/> Ground present	<input type="checkbox"/> Ground loose at:	<input type="checkbox"/> Wires touch trees* Contact utility company(4)		
<input type="checkbox"/> Ground clamp not visible*	<input type="checkbox"/> Ground system not visible*	<input type="checkbox"/> Ground		
<input type="checkbox"/> Main disconnect inspected at: Main Panel		<input type="checkbox"/> More than six breakers with no main shutoff (2)		
		<input type="checkbox"/> No drip loop on service wires (2)		

Comments: The service appeared to be in serviceable condition at the time of inspection.

<b>40 Main Panel</b>	<input type="checkbox"/> N/A	<b>#A - Location Exterior</b>	<input checked="" type="checkbox"/> Panel rating 100	<input type="checkbox"/> Not verified
<input checked="" type="checkbox"/> Appears serviceable	<input type="checkbox"/> Defects*	<input type="checkbox"/> Deterioration*	<input type="checkbox"/> Unsafe*	<input type="checkbox"/> Near end of lifespan*
			<input type="checkbox"/> Not accessible*	

Comments: The main panel appeared to be in serviceable condition at the time of the inspection. KNT wiring noted in new main panel.\*

Notice: Six or fewer breakers usually do not require a main breaker, however this may indicate minimal electrical capacity.\* If the service amperage is less than 100, upgrade may be needed to operate larger electrical appliances\*

<b>41 Conductors</b>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Service Wire: Copper	<input checked="" type="checkbox"/> Branch Wire: Copper
		<input checked="" type="checkbox"/> Wiring Methods: Knob and Tube Romex	

<b>42 Sub-panel(s)</b>	<input type="checkbox"/> N/A	<b>B-Location Garage</b>	<b>C-Location Crawlspce</b>	<b>D-Location Basement</b>
		Panel >>	<input type="checkbox"/> is locked-could not inspect.* Further evaluation is needed*	
		Panel >>	<input type="checkbox"/> is inaccessible-could not inspect.* Further evaluation is needed*	

<b>43 Panel Notes</b>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Wiring Methods:	<input checked="" type="checkbox"/> Breakers	<input type="checkbox"/> Fuses
<input checked="" type="checkbox"/> Panel(s) appear(s) serviceable		<input type="checkbox"/> Not Functional*	<input type="checkbox"/> Unsafe*	<input type="checkbox"/> Worn*
<input checked="" type="checkbox"/> Improper wiring (2)(4) at: Main			<input type="checkbox"/> Near end of lifespan*	
<input type="checkbox"/> Two wires connected to one breaker (2)(4) at:			<input type="checkbox"/> Breaker is off* at panel:	
<input type="checkbox"/> Overfusing (fuse/breaker size too large for wire) (2)(4) at:			<input type="checkbox"/> Signs of	
<input type="checkbox"/> Neutral and ground wires connected at sub-panel (2)(4):			<input type="checkbox"/> Aluminum wiring noted at the general 120volt circuits(2)(4)	
<input type="checkbox"/> Direct tap			(Aluminum connections should be checked by a licensed electrician)	
<input type="checkbox"/> Panel bond is not provided for safety (2)(4) at:			<input type="checkbox"/> Antioxidant not visible on aluminum wire connections*	
<input type="checkbox"/> Missing 240 volt - handle tie(s) at panel #*:			<input type="checkbox"/> Unprotected opening(s) (2)(4) at:	
<input type="checkbox"/> Fused neutral wire(s) (2)(4) at panel:			<input type="checkbox"/> N/A	
<input type="checkbox"/> Electrical system appears outdated by today's standards (2)			<input checked="" type="checkbox"/> Breakers	<input type="checkbox"/> Fuses not labeled* at: A,B,C
			<input type="checkbox"/> Opening(s) dead front cover(s) at panel #*(2)	

Comments: The sub panels appeared to be in serviceable condition at the time of inspection. KNT wiring noted in new main panel.\*

<b>44 Wiring Notes</b>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Sample of switches and outlets tested appear to be serviceable
		<input checked="" type="checkbox"/> Grounding and polarity of receptacles within 6' of plumbing fixtures appear serviceable
<input checked="" type="checkbox"/> Appears serviceable (tested)	<input type="checkbox"/>	
<input type="checkbox"/> Three prong outlets did not test properly grounded (2)(4) at:		
<input type="checkbox"/> Reverse polarity (2)(4) at:	<input type="checkbox"/> Evidence of	
<input type="checkbox"/> Outlet not operational (2)(4) at:		<input type="checkbox"/> Light not operational *(2)(4) at:
<input type="checkbox"/> Outlets <input type="checkbox"/> Switches		<input type="checkbox"/> Open neutral (2)(4) at:
<input type="checkbox"/> Not exterior rated		<input type="checkbox"/> Missing cover plates *(2)(4) at:
<input type="checkbox"/> Exposed wiring needs protection (2)(4) at:		<input type="checkbox"/> Damaged cover plates *(2)(4) at:
<input type="checkbox"/> Box cover missing*(4) at:		<input type="checkbox"/> Exposed splices (2)(4) at:
<input type="checkbox"/> Improper wiring (2)(4) at:	<input type="checkbox"/> Extension cord used as wiring (2)(4) at:	
<input checked="" type="checkbox"/> 'GFCI(s) responded to test	<input type="checkbox"/> 'GFCI' not operational (2)(4) at:	
<input type="checkbox"/> 'GFCI', (a safety device for outlets near water) recommended (5) at:		
<input type="checkbox"/> Closet light is subject to damage at:*	<input type="checkbox"/> Closet light is subject to hazard at:*	
<input type="checkbox"/> Doorbell worked / none	<input type="checkbox"/> Not operational (2)	<input type="checkbox"/> Fixture

Comments: GFCI's responded adequately to test.



Alonzo Inspections

# ELECTRICAL PHOTOS

Report # MFS1152025

**Client:** Mavericks Realty

**Property:** 768 STEWART AVE.

**Date:** 1/15/2025

Daly City, CA 94015



Picture 43

Refer to electrical #40 main panel:

The main panel appeared to be in serviceable condition at the time of the inspection. KNT wiring noted in new main panel.\*



Picture 44

Refer to electrical #42 Sub-Panel:

The sub panel appeared to be in serviceable condition at the time of inspection.  
Garage



Picture 45

Refer to electrical #42 Sub-Panel:

The sub panel appeared to be in serviceable condition at the time of inspection.  
Crawlspace



Picture 46

Refer to electrical #42 Sub-Panel:

The sub panel appeared to be in serviceable condition at the time of inspection.  
Basement



Picture 47

Refer to electrical #41 conductors:  
Knob and tube \*

## Alonzo Inspections

## INTERIOR

Report # : MFS1152025

**KEY:** (1) Recommend evaluation by a structural engineer/geo-technical engineer (4) This item is a safety hazard - correction is needed  
 (2) Recommended evaluation and repairs by a licensed contractor (5) Upgrades are recommended for safety enhancement  
 (3) Refer to qualified termite report for further information \* This item warrants attention/repair or monitoring

**45 DOORS (Entry)** ☐ N/A ☒ **Appears serviceable** ☐ Damage\* ☐ Deterioration\* ☐ Defects\*

☒ **Hardware operational** ☐ Hardware not operational\* ☐ Damaged door jamb ☐ Weather stripping damaged/missing\*

Comments: The entry doors appeared serviceable at the time of the inspection.

**46 & 47 DOORS ( Interior & Exterior )** ☐ N/A ☐ Several frames are not square - may indicate movement (1)

☒ **Appears serviceable**

☒ **Hardware is operational**

☐ Door(s) rub at:

☐ Damaged at:

☐ Tempered glass

☐ Tracks serviceable

☐ Screen doors not checked\*

☐ Not tempered (5)

☐ Deteriorated track(s) a

☐ Screens appear to be servicable.

☐ Damaged jamb\* ☐ Needs adjustment at:

☐ Missing\* ☐ Loose\* ☐ Not operational

☐ Door stick at:

☐ Difficult to operate at

☐ Unable to determine tempered glass\*

☐ Door won't latch at:

Comments: The interior doors appeared serviceable at the time of the inspection.

**48 Windows** ☐ N/A **Type: Aluminum Sliding** ☐ Security bars

☒ **Sample tested appears serviceable**

☐ Window

☐ Window

☐ Window

☐ Screens appear to be servicable.

☐ Broken \*

☐ Stains\* ☐ Damage\*

Comments: The sample of windows tested appeared operational at the time of the inspection.

Notice: Determining condition of all insulated windows is not possible due to temperature, weather and lighting variations. Check with owner for further information.

**49 Interior Walls** ☐ N/A ☒ **Drywall** ☐ Plaster ☐ Paneling ☐ N/A

☒ **General condition serviceable**

☐ Wall

☐ Wall

☐ Wall

☐ Furnishings prevent full inspection-do a careful check on your final walk-through ☐ Recommend evaluation by engineer (1)

Comments: The general condition of the interior walls appeared serviceable at the time of the inspection.

Notice: The condition of walls behind wallpaper, paneling and furnishings cannot be judged.

**50 Ceilings** ☐ N/A ☒ **Drywall** ☐ Acoustic Spray ☐ Plaster ☐ N/A

☒ **General condition serviceable**

☐ Ceiling(s)

☐ Ceiling(s)

☐ Ceiling(s)

Comments: The general condition of the ceilings appeared serviceable at the time of the inspection.

Notice: Determining whether acoustic sprayed ceilings contain asbestos is beyond the scope of this inspection. For more information please contact the American Lung Association or an asbestos specialist.

**51 Floors** ☐ N/A ☐ Carpet ☐ Vinyl ☒ **Wood** ☐ Tile ☐ N/A

☒ **General condition serviceable**

☐ Damage \* ☐ Deterioration \*

☐ Cracked tiles at:

☐ Damaged\*

☐ Uneven area at:

☐ Furnishings prevent full inspection-do a careful final walk-through\* ☐ Loose carpet noted\* ☐ Floor squeaks noted\*

Comments: The general condition of the floors appeared to be serviceable at the time of the inspection.

Notice: Determining odors or stains is not included! \* Floor covering damage / stains may be hidden by furniture. \* The condition of wood flooring below carpet is not inspected.\*

**52 Fireplace(s)** ☐ N/A **Location(s) A Living Room B C**

☒ **Appears serviceable**

**Unit A**

**Type** Masonry

☐ Not Functional\*

☐ Unsafe\*

☐ Worn\*

☐ INSERT (have checked by removal\*)

☐ Fireplace(s)

☐ Fireplace(s)

☐ Fireplace(s)

☐ **Gas was operational** ☐ N/A

☐ Gas at fireplace

☐ Gas at fireplace

☐ Gas at fireplace

☐ Fans/blowers at fireplace

☐ Remove or block damper open if gas log is used\*

Comments: The general condition of the fireplace appears to be in serviceable condition at the time of the inspection.

Notice: Recommend installing safety spacer on damper when gas logs are present\* Wood and ashes are not moved for inspection, Recommend clearing debris and further evaluation.\*

## Alonzo Inspections

**INTERIOR Continued**

Report # : MFS1152025

**KEY:** (1) Recommend evaluation by a structural engineer/geo-technical engineer (4) This item is a safety hazard - correction is needed  
 (2) Recommended evaluation and repairs by a licensed contractor (5) Upgrades are recommended for safety enhancement  
 (3) Refer to qualified termite report for further information \* This item warrants attention/repair or monitoring

**53 Interior Features**☒ N/A☐ Ceiling fan(s) operational☐ Fan (s)

- ☐ Interior stairs appear serviceable  
☐ Stair handrails appear serviceable  
☐ Wet bar faucet appears serviceable  
☐ Counter appears serviceable  
☐ Plumbing under sink serviceable

- ☐ Uneven  
☐ Railing is  
☐ Faucet is not operational (2)  
☐ Damage to  
☐ Leaks (2)  
☐ Central vacuum ☐ Security system

- ☐ Stairway is  
☐ Openings in rails too wide (4)(5)  
☐ Faucet leaks (2) ☐ Cold water only  
☐ Deterioration to  
☐ Improper piping (2) ☐ Icemaker not on  
☐ Intercom ☐ N/A

Items installed but not inspected:

[Comments:](#)**54 Smoke Detector**☐ N/ALocations: A: Hall  
C:B:  
D:

- ☒ Smoke detector test button responds ☒ A ☐ B ☐ C ☐ D ☐ Not tested\* ☐ A ☐ B ☐ C ☐ D  
☐ Did not respond to test button\* ☐ A ☐ B ☐ C ☐ D ☐ None found (5) ☐ A ☐ B ☐ C ☐ D  
☐ Couldn't test / no test button\* ☐ Indicator light on ☒ Suggest additional detectors in appropriate locations\* (5)

[Comments:](#) Smoke detectors missing. Suggest NFPA smoke detectors in bedroom**55 Laundry**☐ N/A☐ Garage ☒ Basement ☐ Service Area ☐ Other

- ☒ Piping (water&waste) serviceable ☐ Unable to view / not tested\* ☐ Damage\* ☐ Deterioration\* ☐ Door / jambs\*  
☒ Electrical outlet grounded (120 Volt) ☐ Unable to test\* ☐ Ungrounded\* ☐ Not operational (2) ☐ Miswired (2)  
☒ 240 volt outlet operational ☐ Inoperative\* ☐ No 240 outlet ☐ Not viewed\* ☐ Not inspected\*  
☐ Gas piping appears serviceable ☐ N/A ☐ No gas provided ☐ Unable to view\*  
☒ Dryer venting provided ☐ Dryer venting not provided\* ☐ Dryer vents into attic\* ☐ Dryer vents into crawl space\*  
☐ Laundry sink serviceable ☐ N/A ☐ Damage on sink\* ☐ Deterioration on sink\* ☐ Sink is loose\* ☐ Slow draining\*  
☐ Plumbing below sink serviceable ☐ Deterioration\* ☐ Corrosion\* ☐ Improper piping (2) ☐ Leaks (2)  
☐ Faucet operational ☐ Deterioration\* ☐ Corrosion\* ☐ Faucet leaks (2) ☐ Hot/Cold reversed(4)

[Comments:](#) The laundry plumbing appears to be in serviceable condition at the time of the inspection.

Notice: Washing machines and dryers are not moved during this inspection - condition of walls or flooring under these machines cannot be judged.\* The inspector does not test washing machine drains or supply valves. \* Water supply valves if turned may be subject to leaking. \* Washers and dryers are not part of this inspection\*

**56 Attic**☐ N/A☒ Full ☐ PartialRoof Frame ☐ Truss ☒ Rafter Framing 2x4Ceiling Frame ☐ Truss ☒ Joist Framing 2x6How Inspected: ☐ Entered ☐ Access

Location Hallway

☐ Inspection limited to view from access\*

- ☒ Appears serviceable ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☐ No stains visible ☐ Small stains\* ☐ Moderate stains (2) ☐ Major stains (2) ☐ Unable to determine leakage\*  
☐ Sagging framing (1)(2) ☐ Broken framing (1)(2) ☐ Truss(es) ☐ Framing appears undersized\* (1)  
☒ Vents provided ☐ None\* ☐ Blocked\* ☐ Minimal\* ☐ Poor ventilation\* ☐ Missing wind resistant straps(2)  
☐ Power ventilator operational ☐ N/A ☐ Not inspected\* ☐ Not operational\* ☐ Screens  
☐ Insulation Type: ☒ No insulation\* ☐ Poor coverage\* ☐ Compressed\* ☐ Wrong side up\*  
 Approximate depth: ☐ Insulation covers  
☐ Air/vapor retarder ☐ N/A ☐ Installed ☐ Vent pipe

[Comments:](#) The attic appeared to be in serviceable condition at the time of the inspection. No insulation was provided in the accessible attic areas of the property.**Ventilation**☐ N/A☐ Appears serviceable at:☐ Exhaust fan☐ Exhaust fan[Comments:](#)

Notice: Determining the presence of asbestos or other hazardous materials is beyond the scope of this inspection.\* Tenting a home for fumigation may cause damage to roofs-recommend reinspection for damage after tenting is completed\*

Alonzo Inspections

# INTERIOR 2 PHOTOS

Report # MFS1152025

**Client:** Mavericks Realty

**Property:** 768 STEWART AVE.

**Date:** 1/15/2025

Daly City, CA 94015

Picture 55



Picture 56



Refer to Interior #56 attic:

The attic appeared to be in serviceable condition at the time of the inspection. No insulation was provided in the accessible attic areas of the property.

Refer to Interior #56 attic:

The attic appeared to be in serviceable condition at the time of the inspection. No insulation was provided in the accessible attic areas of the property.

Picture 57



Refer to interior #53 interior features:

Openings in spiral stair case railings were too wide, recommend upgrading for enhanced safety. (5)



## Alonzo Inspections

## GARAGE / Carport

Report # : MFS1152025

**KEY:** (1) Recommend evaluation by a structural engineer/geo-technical engineer (4) This item is a safety hazard - correction is needed  
 (2) Recommended evaluation and repairs by a licensed contractor (5) Upgrades are recommended for safety enhancement  
 (3) Refer to qualified termite report for further information \* This item warrants attention/repair or monitoring

**GARAGE / CARPORT** ☐ N/A ☐ Attached ☒ Detached ☐ Carport ☐ Other

**57 Floor** ☐ N/A ☒ Appears serviceable ☐ Damage\* ☐ Deterioration\* ☐ Defects\*

☐ No cracks found ☐ Not fully visible\* ☐ Major cracks (1) ☐ Possible flammable material on floor\*(4)  
☐ Floor raised\* ☒ Floor settled\* ☐ Poor drainage\* ☐ N/A

Comments: Settlement found on the garage floor.

**58 Firewall / Ceiling** ☒ N/A ☐ Not fully visible\* ☐ Does not appear fire rated (4) ☐ N/A

☐ Appears serviceable ☐ Moisture stains\* ☐ Damage\* ☐ N/A  
☐ Framing ☐ Exterior: ☐ Holes\* ☐ Damage\* ☐ Missing wall covering\*

Comments:

**59 Ventilation** ☐ N/A ☒ Appears serviceable ☐ Blocked\* ☐ None\*  
☐ Screens ☐ Window

Comments: The garage ventilation appeared serviceable at the time of the inspection.

**60 Door To Interior** ☒ N/A ☐ Solid ☐ Rated Door ☐ Hollow Core (non-fire resistive)\*

☐ Appears serviceable ☐ Damaged\* ☐ Deterioration\* ☐ Pet door interrupts integrity of fire door (2)(4)  
☐ Bad seal\*(4) ☐ Enters bedroom\*(4) ☐ Does not latch\*(4) ☐ Door lacks threshold\* ☐ Door lacks weatherstrip\*  
☐ Self closer operational ☐ N/A ☐ Closer non-operational\* ☐ Closer missing\* ☐ Closer needs adjustment\*

Comments:

**61 Exterior Door** ☒ N/A ☐ Appears serviceable ☐ Damaged\* ☐ Delaminated\* ☐ Needs adjustment\*

☐ Lock inoperative\* ☐ Damaged door jamb\* ☐ Damaged threshold\* ☐ Exterior door  
☐ Not inspected\* ☐ Locked\* ☐ Blocked\* ☐ Rubs jamb\*

Comments:

**62 Vehicle Door(s)** ☐ N/A ☒ Roll Up ☐ Tilt-Up ☐ Sliding ☐ N/A

☒ Appears serviceable ☐ Damage\* ☐ Deterioration\* ☐ Defects\* ☐ Door / jambs\* ☐ Moisture stained\* ☐ Damaged\*  
☐ Tension rods loose\* ☐ Door warped\* ☐ Needs adjustment\* ☐ Needs balancing\* ☐ Hinges loose\* ☐ Damaged\*  
☐ Safety springs installed ☐ Not safety type springs\* (4)(5) ☐ Broken springs (2)(4) ☐ Broken safety wire(2)(4)  
☐ Vehicle door(s) are locked - could not test\* ☐ Rollers damaged(2) ☐ Tracks damaged(2)

Comments: The vehicle door appeared serviceable at the time of the inspection.

**63 Automatic Opener** ☐ N/A ☐ Non-operational\* ☐ Opener / auto-reverse was not tested\*

☒ Appears serviceable # of Units 2 ☐ Unit ☐ Electronic sensor  
☒ Automatic reverse operated ☐ Automatic reverse did not operate (2)(4)(5) ☐ Not inspected\*

Comments: The automatic opener appeared serviceable at the time of the inspection.

**64 Electrical** ☐ N/A ☒ Appears serviceable ☐ Damage / deterioration / defects\* ☐ Not fully visible\*

☐ Improper wiring (2)(4) ☐ Exposed wiring subject to damage \*(4) ☐ Extension cords used as permanent wiring (2)(4)  
☐ Outlets serviceable ☐ Open ground (2)(4) ☐ Reverse polarity (2)(4) ☐ Improper light fixture wiring (2)(4)  
☐ Open splices (2)(4) ☐ Junction boxes missing covers\*(4) ☐ 'GFCI' recommended(5) ☐ 'GFCI' defective(2)(4)  
☐ Some outlet(s) inaccessible\* ☐ Outlet(s) not functional (2) ☐ Loose/damaged outlet(2) ☐ Loose/damaged cover\*

Comments:

**65 Comments** ☒ N/A ☐ Moisture stains on garage ceiling\* ☐ Moisture stains on garage wall\*

☐ Occupants' belongings block view of entire garage-unable to fully inspect.\* Do a careful check on your final walk-through.\*

Comments:

Notice: Determining the rating of fire walls is beyond the scope of this inspection

Alonzo Inspections

# GARAGE PHOTOS

Report # MFS1152025

**Client:** Mavericks Realty

**Property:** 768 STEWART AVE.

**Date:** 1/15/2025

Daly City, CA 94015

Picture 61



Refer to garage #57 floors:  
Settlement found on the garage floor.

## Alonzo Inspections

## KITCHEN

Report # : MFS1152025

**KEY:** (1) Recommend evaluation by a structural engineer/geo-technical engineer (4) This item is a safety hazard - correction is needed  
 (2) Recommended evaluation and repairs by a licensed contractor (5) Upgrades are recommended for safety enhancement  
 (3) Refer to qualified termite report for further information \* This item warrants attention/repair or monitoring

**66 Kitchen Sink(s)**☐ N/A☐ Dishes block access to sink, could not inspect\*

- ☒ Sink(s) appear(s) serviceable ☐ Minor wear ☐ Heavy wear\* ☐ Chipped\* ☐ Sink is loose\* ☐ Slow draining\*  
☐ Recommend sealing at sink to counter connection\* ☐ No hot water\* ☐ Hot & cold water reversed\*(4)  
☒ Faucet serviceable ☐ Non-operational(2) ☐ Defective(2) ☐ Faucet ☐ Spray wand defective\*  
☒ Plumbing under sink serviceable ☐ Pipes are ☐ Improper piping (2)  
☐ Moisture stains below sink\* ☐ Moisture damage below sink\* ☐ Restricted view below sink\*

**67 Kitchen (general)**☐ N/ACounters: ☐ Tile ☐ Laminate ☒ Rock☐ Not fully visible\*

- ☒ Counters ☒ Floor ☒ Lights ☒ Appear serviceable ☐ Grout\* ☐ Caulking\* ☐ Handles\*  
☐ Doors ☐ Drawers ☐ Counter ☐ Other ☐ Minor\* ☐ Moderate\* ☐ Heavy wear\* ☐ Cracks\* ☐ Damage\*  
☐ Minor cracked tile(s)\* ☐ Moderate damage\* ☐ Heavy damage\* ☐ Missing\*  
☒ Cabinets appear serviceable ☐ Minor wear ☐ Moderate damage\* ☐ Heavy wear\* ☐ Heavy damage\*

Comments: The kitchen sink, cabinets and counter tops appeared to be in serviceable condition at the time of the inspection.

**68 Disposal**☐ N/A☐ Dishes block access to sink and disposal, could not inspect\* ☐ Not fully visible\*

- ☒ Appears serviceable ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Non operational (2)  
☐ Blades appear to be ☐ Unit makes unusual noise ☐ Splash guard damaged\* ☐ Not inspected\*  
☒ Wiring serviceable ☐ Improper wiring noted (2)(4) ☐ Loose wire clamp at disposal\* ☐ Missing wire clamp at disposal\*  
☐ Switch is in a hazardous location (2)(4) ☐ Exposed wire splices (2)(4) ☐ Missing junction box cover(s)\* ☐ Power off\*

Comments: Disposal appeared to be in serviceable condition at the time of the inspection.

**69 Range / Cooktop**☐ N/A

# of ovens:

☒ Gas☐ Electric☐ Combination☒ Electric Ignition

- ☒ Range / oven appears serviceable ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\*  
☐ Upper ☐ Lower ☐ Right ☐ Left ☐ Front ☐ Rear ☐ No inspection (power/gas off)\*  
☐ Free standing oven - not tested\* ☐ Ranges / Cooktop not inspected\*  
☒ Oven door(s) appear(s) serviceable ☐ Lower ☐ Non operational (2)  
☐ Door(s) gasket(s) appear(s) serviceable ☐ Damage noted\* ☐ Door does not close properly\* ☐ Cracked glass (2)  
☐ Separate cooktop serviceable ☐ N/A ☐ Damaged gasket(s)\* ☐ Clock not tested ☐ Appears non functional\*  
☐ Gas shutoff valve installed ☐ N/A ☐ Burner did not operate (2) ☐ Element did not operate (2)  
☐ Gas shutoff valve not provided (2)(4) ☐ Gas valve is not visible\* ☐ Exhaust ventilator

Comments: The range appeared to be in serviceable condition at the time of the inspection. Oven not tested.\*

Notice: Self and/or continuous cleaning operations, clocks, timing devices, lights and thermostat accuracy are not tested during this inspection.\* Appliances are not moved.\*

**70 Dishwasher**☐ N/A☐☐ No test (power/water off)\*

- ☒ Appears serviceable ☐ Not Functional\* ☐ Unsafe\* ☐ Worn\* ☐ Near end of lifespan\* ☐ Not fully visible\*  
☒ Condition: door, liner & racks serviceable ☐ Rust at ☐ Damage at  
☐ Soap dish inoperative\* ☐ Washer arm appears frozen (2) ☐ Unit is not secured to cabinets\*  
☒ Door seals appear serviceable ☐ Deteriorated\* ☐ Leaking (2) ☐ Door  
**DRAIN LINE INSTALLATION:** ☐ Air gap device ☐ Hi-loop method ☐ Drain line is improperly installed (2)  
☐ Air gap device ☐ None ☐ Improper\* ☐ Leaking noted at drain lines ☐ Leaking noted at air gap device\*

Comments: The dishwasher appeared to be in serviceable condition at the time of the inspection.

Notice: Determining the adequacy of washing and drying functions of dishwashers is not part of this inspection.\*

**71 Special Features**☒ N/A☐ Special features not inspected\*

- ☐ Trash compactor appears serviceable ☐ Non operational (2) ☐ Not inspected\* ☐ No Key\*  
☐ Microwave appears serviceable ☐ Non operational (2) ☐ Not inspected\*  
☐ Other features/appliances present but not inspected include

Comments: The microwave appeared to be in serviceable condition at the time of the inspection.

Notice: Refrigerators, freezers and built-in ice maker are not part of this inspection\*

Alonzo Inspections

# KITCHEN PHOTOS

Report # MFS1152025

**Client:** Mavericks Realty

**Property:** 768 STEWART AVE.

**Date:** 1/15/2025

Daly City, CA 94015

Picture 67



Refer to kitchen #69 Range:  
The stove appeared to be in serviceable condition at the time of the inspection.



## Alonzo Inspections

## BATHROOMS

Report # : MFS1152025

**KEY:** (1) Recommend evaluation by a structural engineer/geo-technical engineer (4) This item is a safety hazard - correction is needed  
 (2) Recommended evaluation and repairs by a licensed contractor (5) Upgrades are recommended for safety enhancement  
 (3) Refer to qualified termite report for further information This item warrants attention/repair or monitoring

## LOCATION: Bath A Main

## B Master Bathroom

## C

## D

## E

## 72 Toilet

☒ A ☒ B ☐ C ☐ D ☐ E

Toilet loose at floor\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Recommend new wax seal (2) ☐ A ☐ B ☐ C ☐ D ☐ E  
 Water runs continually in tank\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Does not flush properly\* ☐ A ☐ B ☐ C ☐ D ☐ E

Loose toilet tank\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Cracked Tank \* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Rust in Tank \* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Moisture around toilet (2) ☐ A ☐ B ☐ C ☐ D ☐ E

Comments: The toilets appeared to be serviceable condition in: AB

## 73 Sink

☒ A ☒ B ☐ C ☐ D ☐ E ☐ Hot & cold water reversed\*(4)

Sink cracked\* ☐ A ☐ B ☐ C ☐ D ☐ E  
**Faucet appears serviceable** ☒ A ☒ B ☐ C ☐ D ☐ E  
 Sink faucet leaks\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Low water volume\* ☐ A ☐ B ☐ C ☐ D ☐ E  
**Drain appears serviceable** ☒ A ☒ B ☐ C ☐ D ☐ E  
 Slow draining\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Rust / corroded drain line\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Leaking drain line (2) ☐ A ☐ B ☐ C ☐ D ☐ E  
**Counter & cabinet**  
**Appears serviceable** ☒ A ☒ B ☐ C ☐ D ☐ E  
 Damage to counter\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Grout needed at counter\* ☐ A ☐ B ☐ C ☐ D ☐ E

Corrosion under sink\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Corrosion at sink faucet\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Corrosion on supply valve ☐ A ☐ B ☐ C ☐ D ☐ E  
 below sink\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Sink drain stopper non-functional / missing\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Improper drain trap (2) ☐ A ☐ B ☐ C ☐ D ☐ E  
 Restricted view below sink\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Deterioration to cabinet\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Moisture damage below sink\* ☐ A ☐ B ☐ C ☐ D ☐ E

Comments: The counter and cabinet appeared to be serviceable condition in: AB

## 74 Vent / Heat

☒ A ☐ B ☐ C ☐ D ☐ E

Comments:

## 75 Bathtub

☒ A ☐ B ☐ C ☐ D ☐ E

Damage to tub drainline ☐ A ☐ B ☐ C ☐ D ☐ E  
**Faucet appears serviceable** ☒ A ☐ B ☐ C ☐ D ☐ E  
 Hot & Cold water reversed(4) ☐ A ☐ B ☐ C ☐ D ☐ E  
 Damage at faucet\* ☐ A ☐ B ☐ C ☐ D ☐ E  
**Drain appears serviceable** ☒ A ☐ B ☐ C ☐ D ☐ E  
 Slow draining at bathtub\* ☐ A ☐ B ☐ C ☐ D ☐ E

Not applicable to this bathroom ☐ A ☐ B ☐ C ☐ D ☐ E  
 Whirlpool not functional (2) ☐ A ☐ B ☐ C ☐ D ☐ E  
 Whirlpool not tested(2) ☐ A ☐ B ☐ C ☐ D ☐ E  
 Drain stopper missing\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Grout needed tub to wall\* ☐ A ☐ B ☐ C ☐ D ☐ E

Comments: The bathtub appeared to be serviceable in: A.

## 76 Shower

☒ A ☒ B ☐ C ☐ D ☐ E

Damage to shower walls\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Grout needed at shower walls\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Moisture damage to wall (2)(3) ☐ A ☐ B ☐ C ☐ D ☐ E  
 Slow draining at shower ☐ A ☐ B ☐ C ☐ D ☐ E  
 Leaking at water valve(s) (2) ☐ A ☐ B ☐ C ☐ D ☐ E  
 Shower head drip(2) ☐ A ☐ B ☐ C ☐ D ☐ E  
**Enclosure appears serviceable** ☒ A ☒ B ☐ C ☐ D ☐ E  
 Glass does not appear to be tempered ☐ A ☐ B ☐ C ☐ D ☐ E  
 Broken glass\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Caulking needed at enclosure\* ☐ A ☐ B ☐ C ☐ D ☐ E


Not applicable to this bathroom ☐ A ☐ B ☐ C ☐ D ☐ E  
 Cracked tile(s)\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Caulking needed at floor\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Floor needs caulking\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Low water volume at shower(2) ☐ A ☐ B ☐ C ☐ D ☐ E  
 Shower diverter non-functional(2) ☐ A ☐ B ☐ C ☐ D ☐ E  
 Unable to determine if glass is tempered\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Not applicable to this bathroom ☐ A ☐ B ☐ C ☐ D ☐ E  
 Corroded fixtures\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Doors difficulty to operate\* ☐ A ☐ B ☐ C ☐ D ☐ E  
 Damaged enclosure\* ☐ A ☐ B ☐ C ☐ D ☐ E

Comments: The shower appeared to be in serviceable condition in: A,B.

Notice: Determining whether shower pans are watertight is beyond the scope of this inspection.\*

REPORT OVERVIEW

Report # : MFS1152025

 The report overview page is provided as a courtesy for quick access to the information within the inspection report. It is not intended as a substitute for reading the inspection report. Items listed below will be discussed further on the corresponding page of the report.

GROUNDS

Please review the following section(s): Driveway.

EXTERIOR

No recommendations made for the exterior.

FOUNDATION

No recommendations made for the foundation.

ROOF

Please review the following section(s): Garage Roof.

PLUMBING

Please review the following section(s): Water Heater(s).

HEATING

No recommendations made for this section of heating.

HEATING (Continued) & AIR COOLING

No recommendations made for this section of heating & air cooling.

ELECTRICAL

Please review the following section(s): Sub-panels/Panel Notes.

INTERIOR

No recommendations made for the interior.

INTERIOR (Continued)

Please review the following section(s): Smoke Detector, Attic.

GARAGE

Please review the following section(s): Floor.

KITCHEN

No recommendations made for the kitchen.

BATHROOM

No recommendations made for the bathroom(s).



Mavericks Realty

Alonzo Inspections  
838 Kipling Ave  
South San Francisco, Ca. 94080  
Bus Lic #100387 Per Ser 6200

# Invoice

**Subject Property:**  
768 STEWART AVE.  
Daly City, CA 94015

**Invoice Date:** 1/8/2025  
**Inspection Date:** 1/15/2025  
**Invoice #:** 809277  
**Report #:** MFS1152025  
**Inspector :** Don Alonzo

## INSPECTION FEES

DESCRIPTION	AMOUNT
INSPECTION FEE:	\$600.00
<b>TOTAL FEES:</b>	<b>\$600.00</b>
<b>SUB TOTAL:</b>	<b>\$600.00</b>
<b>PAYMENT ::</b>	
<b>TOTAL DUE:</b>	<b>\$600.00</b>

**Remit payment to:**

**Alonzo Inspections**  
838 Kipling Ave  
South San Francisco, Ca. 94080  
Contact: 415-699-0428



# COUNTY OF SAN MATEO

## PLANNING AND BUILDING

County Government Center  
455 County Center, 2nd Floor  
Redwood City, CA 94063  
650-363-4161 T  
650-363-4849 F  
[planning.smcgov.org](http://planning.smcgov.org)

BLD2005-00970

### Summary of Case Activity

APN: 006111310

ADDRESS: 768 STEWART AVE

Remove odl roof, install 30# felt and 40yr shingle class A

Activity	Date Assigned	Done By	Status	Status Date
Final approval (Status=F)	08/19/2005	Allan Chan	DONE	08/19/2005
Final inspection	08/17/2005	Allan Chan	DONE	08/19/2005
Scheduled by a contractor via Hello! on 08/17/2005 at 16:25:53. Contact: .				
Inspection - 740 Final Inspection	08/17/2005	Allan Chan	Pass	08/19/2005
Inspection - 573 Tear Off Inspection	08/11/2005	Dave Kenney	Pass	08/12/2005
Tear Off Inspection	08/11/2005	Dave Kenney	DONE	08/12/2005
Scheduled by a contractor via Hello! on 08/11/2005 at 08:27:58. Contact: .				
(F) Issue Permit	08/10/2005	Amaranta Sandoval	DONE	08/10/2005
*Rule 4(d) ChecklistCompliance	08/10/2005	Mike Schaller	DONE	08/10/2005
No probable impact. No ground disturbance proposed.				
FEMA FLOOD ZONE CHECK	08/10/2005	Mike Schaller	DONE	08/10/2005
Zone C				
Receive application	08/10/2005	Amaranta Sandoval	No Disp	08/10/2005

DocuSigned by:

Chris Malabed

9D015FF78873486...

2/6/2025

DocuSigned by:

Cynthia Malabed

F96E6FA67E28401...

2/6/2025

DocuSigned by:

[Signature]

0C7D6B02368842B...

2/14/2025

### Acknowledgement of Receipt

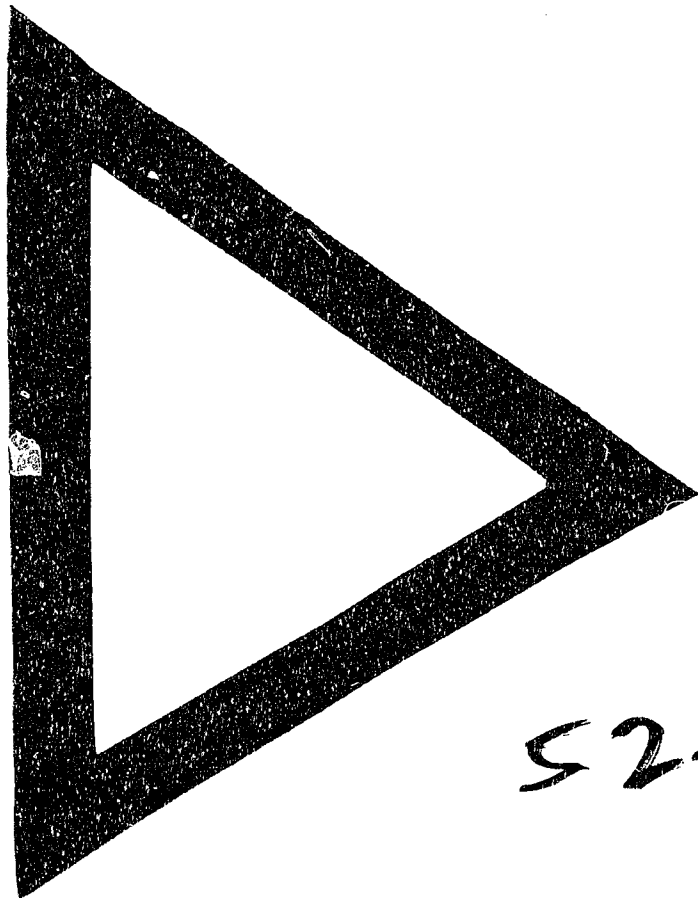
Total Pages 10

Buyer's Signature

Date

Buyer's Signature

Date



52-31

STEWART AVE., 768  
BROADMOOR



## CLASS "B" ROOFING CERTIFICATION

### ENVIRONMENTAL SERVICES AGENCY

I hereby certify that work completed under permit number BLD 2005 00970  
Complies with San Mateo County Ordinance Code, Division VII, Chapter 1,  
Section 9113.1(a), requiring roof coverings to be of Class "B" assembly or  
better.

Agricultural  
Commissioner/Scaler of  
Weights & Measures

Animal Control

768 Stewart  
Property Address

Cooperative Extension

Fire Protection

E. H. B Roof  
Contractor

655231  
License Number

LAFCo

Library

Chen

Signature and Title

Date

8/19/05

Parks & Recreation

Planning & Building

Class B Certification.doc

### PLANNING AND BUILDING

455 County Center, 2nd Floor • Redwood City, CA 94063 • Phone (650) 363-4161 • FAX (650) 363-4849

Map Page: 368 Stewart  
 Site Address: 368 Stewart  
 Project Description: Re-roof  
 Permit No.: B02005-009370

# Inspection Record

Inspection	Date/By	Comments (Print Your Information)
Zoning		
Foundation		
Piers		
Grade Beams		
Retaining Wall Footings		
1st Lift		
2nd Lift		
3rd Lift		
Retaining Wall Systems		
Foundation Drainage		
House Slab		
Garage Slab		
Driveway		
Tilt-Up Walls		
Masonry Fireplace		
Pool Steel		
Plumbing		
Below Slab DWV		
Below Floor DWV		
Above Floor DWV		
Water Piping		
Below Floor Gas Pipe		
Above Floor Gas Pipe		
Shower Pan		
Sewer Line Connection		
Water Line Connection		
Finish Plumbing		
Water Heater		
Electrical		
Below Slab Electrical		
Below Floor Electrical		
Above Floor Electrical		
Sub Panel(s)		
Temporary Power Pole		
Finish Electrical		
Under Ground Utilities		
Under Ground		
Pool Bonding		
Mechanical		
Below Slab Ducts		
Below Floor Ducts		
Above Floor Ducts		
Kitchen Fan Duct		
Bath Fan Duct(s)		
Flues		
Furnace		
Air Conditioning		
Comb. Air		
Fireplace		
Pool Heater		
Building		
Below Floor Frame		
Above Floor Frame		
Interior Shear		
Exterior Shear		
Mud Sill Bolting		
HDS/Straps		
Roof Nail		
Exterior Siding/Trim		
Stucco Wire		
Gypsum Nail		
Smoke Detector		
Under Floor Vents		
Attic Ventilation		
Finish Framing		
Grading		
Gas Tag/Test		
Electrical Tag		
Insulation		
Slab		
Floor		
Walls		
Ceiling		
Piping		
Weather Stripping		
Other Departments		
Public Works		
Geologist		
Fire Dept.		
Health Dept.		
Sewer Dist.		
Water Dist.		
Planning Dept.		
Final Approval:		
Date:		

*8/21/05*

*8/10/05 Mr. Heened thru B. Carl  
2004-2011*

*8/10/05*



# San Mateo County

**Planning and Building Division** • 455 County Center • Redwood City  
California 94063 • Planning: 650/363-4161 • Building: 650/599-7311 • Fax: 650/363-4849

Permit Number: BLD2005-00914  
Issued: 8/10/2005  
Inspection Request: (650) 306-8415

APPLICANT NAME: LILIA SENEROS  
SITE ADDRESS: 768 STEWART AVE

CITY CODE: BRO

## APPLICANT INFORMATION

LILIA SENEROS  
1148 SOUTHGATE AVE  
DALY CITY, CA 94015

PHONE #1: 756-4175

PHONE #2:

## CONTRACTOR INFORMATION

EHS ROOFING  
732 HILLSIDE BLVD  
DALY CITY, CA 94014

PHONE #2:

LIC#: 655231 C39

WC Permit: 285-03 ST FUND

WC Expires: 1/1/2006

PROJECT NAME: REROOF

PARCEL NUMBER: 006111310

PROJECT DESCRIPTION: Remove old roof, install 30# felt and 40yr shingle class A

		BUILDING	AREA (sf)
TYPE OF WORK:	REP	ZONING DISTRICT:	BUILDING:
TYPE OF USE:	SFD	LOT AREA:	GARAGE:
BUILDINGS:		LOT WIDTH:	BSMT:
STORIES:		LOT COVER:	DECK:
UNITS:		BUILDING HEIGHT:	PARKING:
BEDROOMS:			PORCH/BREEZE:
TYPE OF CON:	5N	YARDS (FT)	
	R3	FRONT:	BACK:
		R SIDE:	L SIDE:
			VALUATION: 6,500.00

This permit does NOT INCLUDE any construction within the Public Right of Way. Permits for such construction shall be obtained from the Public Works Department. Permit shall expire by time limitations as set forth in the San Mateo County Ordinance Code. Extensions beyond that specified time will require reinstatement of the permit and compliance with applicable codes and zoning regulations in effect at the time of reinstatement.

Permit shall also expire by time limitation if authorized work is not commenced within 120 days, or if work is abandoned for a period of 120 days. Evidence of continuation of work is a progress inspection which can demonstrate substantial progress within 120 days.

## LICENSED CONTRACTOR DECLARATION

I, the undersigned, do hereby declare under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of the San Mateo County Ordinance Code, and my license is in full force and effect.

License Number: 655231

Signature: [Signature]

## OWNER-BUILDER DECLARATION

I, the undersigned, do hereby declare under penalty of perjury that I am exempt from the Contractor's License Law for the following reasons. (Sec. 7031.5 Business and Professions Code). Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law, (Chapter 9, commencing with Sec. 7000 of Division 3 of the Business and Professions Code) or that he or she is exempt therefrom and the basis for the alleged exemption. Any violation of Sec. 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500.00).

**San Mateo County** Environmental Services Agency  
**Planning and Building Division** • 455 County Center • Redwood City  
 California 94063 • Planning: 650/363-4161 • Building: 650/599-7311 • Fax: 650/363-4849

**BUILDING PERMIT** Page 1 of 2  
 Permit No.: BLD2005-00970  
 Issued: 8/10/2005  
 Inspection Request: (650) 306-8415

**APPLICANT NAME:** LILIA SENEROS  
**SITE ADDRESS** 768 STEWART AVE

**CITY CODE:** BRO

**APPLICANT INFORMATION**

LILIA SENEROS  
 1148 SOUTHGATE AVE  
 DALY CITY, CA 94015  
  
**PHONE #1:** 756-4176  
  
**PHONE #2:**

**CONTRACTOR INFORMATION**

EHB ROOFING  
**PHONE #1:** 792 HILLSIDE BLVD  
 DALY CITY, CA 94014  
  
**PHONE #2:**  
**LIC#:** 655231 C39  
  
**WC Policy #:** 285-03 ST FUND  
**WC Expires:** 1/1/2006

**PROJECT NAME:** REROOF **PARCEL NUMBER:** 006111310  
**PROJECT DESCRIPTION:** Remove old roof, install 30# felt and 40yr shingle class A

		<u><b>BUILDING</b></u>	<u><b>AREA (sq)</b></u>
<b>TYPE OF WORK:</b>	REP	<b>ZONING DISTRICT:</b>	<b>BUILDING:</b>
<b>TYPE OF USE:</b>	SFD	<b>LOT AR/DU:</b>	<b>GARAGE:</b>
<b>BUILDINGS:</b>		<b>LOT WIDTH:</b>	<b>BSMT:</b>
<b>STORIES:</b>		<b>LOT COVER:</b>	<b>DECK:</b>
<b>UNITS:</b>		<b>BUILDING HEIGHT:</b>	<b>PARKING:</b>
<b>BEDROOMS:</b>			<b>PORCH/BREEZE:</b>
<b>TYPE OF CON:</b>	5N	<u><b>YARDS (FT)</b></u>	
<b>OCC. GROUP:</b>	R3	<b>FRONT:</b>	<b>BACK:</b>
		<b>R SIDE:</b>	<b>L SIDE:</b>
			<b>VALUATION:</b> 6,500.00

This permit does NOT INCLUDE any construction within the Public Right of Way. Permits for such construction shall be obtained from the Public Works Department. Permit shall expire by time limitations as set forth in the San Mateo County Ordinance Code. Extensions beyond that specified time will require reinstatement of the permit and compliance with applicable codes and zoning regulations in effect at the time of reinstatement.

This permit shall also expire by time limitation if authorized work is not commenced within 120 days, or if work is abandoned for a period of 120 days. Evidence of continuation of work is a progress inspection which can demonstrate substantial progress within the 120 day period.

**LICENSED CONTRACTOR DECLARATION**

I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.  
 License Class: C39 License Number: 1655231

Date: 8/10/05

Signature: [Signature]

**OWNER-BUILDER DECLARATION**

I hereby affirm under penalty of perjury that I am exempt from the Contractor's License Law for the following reasons. (Sec. 7031.5 Business and Professions Code). Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's License Law.  
 (Chapter 9, commencing with Sec. 7000 of Division 3 of the Business and Professions Code) or that he or she is exempt therefrom and the basis for the alleged exemption. Any violation of Sec. 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500.00).

Page 2 of 2

San Mateo County, Planning And Building Division, BUILDING PERMIT

Permit Number: BLD2005-00970

Issued:

8/10/2005

I, as owner of the property, or my employees with wages as their sole compensation will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner - builder will have the burden of proving that he or she did not build or improve for the purpose of sale.

I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code. The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with contractor (s) license pursuant to the Contractor's License Law).

I am exempt under:

Section: Business and Professions Code for this reason:

Date:

Owner:

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by Sec. 3700 of the Labor Code, for the performance of the work for which this permit is issued.

I have and will maintain workers' compensation insurance, as required by Sec. 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier: State Fund

Policy Number: 285-05 unit 0002087

I certify that in performance of the work for which the permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with these provisions.

Date: 8/10/05

Applicant:

*[Signature]*

**WARNING**  
FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL AND SHALL BE SUBJECT TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000) IN ADDITION TO THE WORKERS' COMPENSATION DAMAGES AS PROVIDED FOR IN SECTION 3700 OF THE LABOR CODE. INTEREST AND ATTORNEY'S FEES.

**CONSTRUCTION LENDING AGENCY**

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civil Code).

Lender's Name:

Lender's Address:

I certify that I have read this application and state that the above information is correct. I agree to comply with all county ordinances and state laws regarding building construction, and hereby authorize representatives of this County to enter upon the above mentioned property for inspection purposes.

Agent for:

Signed: *[Signature]*

Date: 8/10/05

By: *[Signature]*

Date Issued: 8/10/2005

8/10/05

fbldprm



8/10/2005  
11:10AM

# Payment Receipt

Receipt # : 0000000000000032195

Check Number # : 2294

Name : LILIA SENEROS  
Address : 768 STEWART AVE

Parcel#: 006111310

Case # Number	Account Number	Description			
BLD2005-00970	38450-1241	Filing Fee	8/10/2005	29.00	29.00
	38450-1241	Microfilm Fee	8/10/2005	5.00	5.00
	38450-1241	BUILDING PERMIT FEE	8/10/2005	170.00	170.00
	38450-2093	5% Legal Counsel Surcharge Fee	8/10/2005	10.20	10.20
	38450-1269	2% Credit Card Surcharge	8/10/2005	4.28	4.28
Total Paid:				\$218.48	

FeeReceipt.rpt

San Mateo County Environmental Services Agency

Planning and Building Division

# Application for Building Permit

455 County Center • Redwood City CA 94063  
650) 363-4161 • FAX (650) 363-4849

## Type of Permit

☐ Building ☐ Electrical ☐ Mechanical ☐ Plumbing ☒ Other

## Site Address

Address: 768 Stewart Ave  
Menlo Park Zip: 94015

County Area (i.e. Moss Beach, etc.)

## Property Owner

Name: Lilia Cerezo  
Address: 1148 Serrano Ave  
Daly City Zip: 94015  
Phone (Work): 650 786 4178 (Home):

## Architect/Designer Information:

Name:  
Address:  
Zip:  
Phone (Work) (Home):  
California Lic. No.: Exp. Date:

## Case Number(s) / Group Number

202005-00920

## Assessor's Parcel Number(s)

## Contractor/Owner

Name: B.H.B. Roofing  
Address: 792 Hillside Blvd  
Daly City Zip: 94014  
Phone (Work): 415 822 2212 (Home): 509 2663  
Contractor's Lic. No.: 655231 Exp. date: 10/06  
Workman's Comp. No.: State Exp. date: 1/06

## Engineer Information

Name:  
Address:  
Zip:  
Phone (Work): (Home):

## Detailed Description of Work

Valuation: \$ 6500.00 Sq.Ft.: 1400

Remove old roof  
Install 2x10s and 40 year shingle class A



# AGENT VISUAL INSPECTION DISCLOSURE

(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)

For use by an agent when a transfer disclosure statement is required or when a seller is exempt from completing a TDS  
(C.A.R. Form AVID, Revised 12/21)

This inspection disclosure concerns the residential property situated in the City of Daly City,  
County of San Mateo, State of California, described as 768 Stewart Avenue  
("Property").

☐ This Property is a duplex, triplex, or fourplex. An AVID is required for all units. This AVID form is for all units (or ☐ only unit(s) \_\_\_\_\_).

Inspection Performed By (Real Estate Broker Firm Name) The Mavericks Realty

**California law requires**, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent **visual** inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

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

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

**Agent Inspection Limitations:** Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty.

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

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

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

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

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

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

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

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

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

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AVID REVISED 12/21 (PAGE 1 OF 3)

Buyer's Initials X / \_\_\_\_\_



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

The Mavericks Realty- DRE#02002805 333 Gellert Boulevard Ste. 150 Daly City, CA 94015  
Sonny (AKA) Bernard S.

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

Phone: 650.758-0700

Fax: 888-910-7763

[www.lwolf.com](http://www.lwolf.com)

MALABED,

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # \_\_\_\_\_  
 Inspection Performed By (Real Estate Broker Firm Name) The Mavericks Realty  
 Inspection Date/Time: \_\_\_\_\_ Weather conditions: Sunny  
 Other persons present: \_\_\_\_\_

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

**Entry** (excluding common areas): Front door with little windows top of door with a step up foyer with granite tiles.

**Living Room:** Hardwood floors in good condition, a few scratches from wear and tear, windows overlooking the street with brick fireplace (wood burning). Please have chimney sweep check before using.

**Dining Room:** Granite flooring in good condition with the exit door to the side yard. Small deck stairway leading to the side yard.

**Kitchen:** Kitchen Area with granite counter top with need refinish cabinets ,Gourmet stove and a brand new exhaust fan, brand new dishwasher, refrigerator stainless steel finish .

**Other Room:** \_\_\_\_\_

**Hall/Stairs** (excluding common areas): Hallway - Hardwood in good condition. Location of furnace, thermostat and filters (need to change at least every month depending on use).

**Bedroom # 1 :** Master Bedroom - hardwood floor (dark spot in the middle of room) with a study triple glass door for the closet and a second entrance to the MB. Door leading to the outdoor deck access with a city view several windows.

**Bedroom # 2 :** Hardwood floors with recess lighting newly installed with side lamps no closet doors. Access to the deck with city views.

**Bedroom # 3 :** Hardwood floors in good condition, window overlooking the street view with two sling glass doors.

**Bath # 1 :** Marble flooring lighted mirror tub and separate shower stall with marble walls to match flooring good condition.

**Bath # 2 :** Second Bathroom shower - stall with ceramic walls sink and commode with engineered tiles with access to the master bedroom and a pocket door entrance from the kitchen area.

**Bath # :** \_\_\_\_\_

**Other Room:** -Left side of room of basement area - former owners use office with the access door to the crawl space of the House. Recess lighting crack window pane right side of laundry room.  
-Right space the basement - former owner use as a playroom wall to divide the room recess lighting. Further section into the basement being use for storage Recess lighting  
-Last basement room location of water heater (double strap) location of breaker (subpanel) Recess lighting.



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

Other: Stairway to the lower section of the home newly installed carpets with handrail single pane wine on the bottom landing of stairs.

Other: Basement area - Washer and dryer location drain is equipped with sump pump flooring. Newly painted grey with exit/entrance wood door to the left of the laundry room recess lighting.

Other: Detached Three Car Garage with automatic garage door opener, electrical panel location on the garage wall, stow overhead lights, some cracks on the garage floor outdoor plugs center of garage (outside) exterior of garage was painted

☐ See Addendum for additional rooms/structures: \_\_\_\_\_

Garage/Parking (excluding common areas): Driveway in the back yard several cracks on driveway over the years of wear and tear.

Exterior Building and Yard - Front/Sides/Back: Front yard and driveway. Cemented area on the left with some cracks from wear and tear. Right side - with lawn very well maintained with a side entrance to back access (permanent easement) to the garage.

Other Observed or Known Conditions Not Specified Above: Location of Main Breaker left side of the house breaker was updated location of meter. House was painted.

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

Signed by: \_\_\_\_\_  
Real Estate Broker (Firm who performed the Inspection) The Mavericks Realty  
By B. Santiago S. Tan Bernard S. Tan Date 2/6/2025  
(Signature of Associate Licensee or Broker who performed the inspection)

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

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

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

I/we acknowledge that I/we have received a copy of this disclosure.

(The initials below are not required but can be used as evidence that the initialing party has received the completed form.)

Seller ☒ CM ☒ CM  
Signed by: \_\_\_\_\_  
Real Estate Broker (Firm Representing Seller) The Mavericks Realty  
By B. Santiago S. Tan Bernard S. Tan Date 2/6/2025  
B86493EB9169472... (Associate Licensee or Broker Signature)

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

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525 South Virgil Avenue, Los Angeles, California 90020

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AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 3 OF 3)

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MALABED,







**REAL ESTATE TRANSFER DISCLOSURE STATEMENT**  
**(CALIFORNIA CIVIL CODE § 1102, ET SEQ.)**  
 (C.A.R. Form TDS, Revised 6/23)

☐ 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 Daly City**  
 \_\_\_\_\_, COUNTY OF San Mateo, STATE OF CALIFORNIA,  
**DESCRIBED AS** 768 Stewart Avenue, Daly City, CA 94015.

**THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) \_\_\_\_\_. 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: JCP Report & Prelim

☐ 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:\***

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

Exhaust Fan(s) in Bathroom and Kitchen 220 Volt Wiring in Laundry Room Fireplace(s) in Living room  
☐ Gas Starter \_\_\_\_\_ ☐ Roof(s): Type: Asphalt Shingles Age: 10 + (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): The oven is not working.

(\*see note on page 2)

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**TDS REVISED 6/23 (PAGE 1 OF 3)**

Seller's Initials X CM X CM

Buyer's Initials X \_\_\_\_\_ / \_\_\_\_\_



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

Property Address: **768 Stewart Avenue, Daly City, CA 94015**

Date: **2/6/2025**

**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: Driveway has some cracks from wear and tear. Living room hardwood floor has few scratches from wear and tear.  
 Master bedroom hardwood floor has a darkspot in the middle of the room. Garage - some cracks on the floor.)  
 If any of the above is checked, explain. (Attach additional sheets if necessary.): The oven is not working.

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

- 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 **X** Chris Malabed Date 2/6/2025  
 Seller **X** Christophe G. Malabed Date 2/6/2025  
 Seller **X** Cynthia V. Malabed Date 2/6/2025



Property Address: 768 Stewart Avenue, Daly City, CA 94015

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 (Broker Representing Seller) The Mavericks Realty By B. Santiago S. Tan Date 2/6/2025  
 (Please Print) (Associate Licensee or Broker Signature)  
 Signed by: Bernard S. Tan

### IV. AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
 (Please Print) (Associate Licensee or Broker Signature)

### V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

#### I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller ☒ Chris Malabed Date 2/6/2025 Buyer ☒ \_\_\_\_\_ Date \_\_\_\_\_  
 Signed by: Christopher G. Malabed  
 Seller ☒ Cynthia Malabed Date 2/6/2025 Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Signed by: Cynthia V. Malabed

Agent (Broker Representing Seller) The Mavericks Realty By B. Santiago S. Tan Date 2/6/2025  
 (Please Print) (Associate Licensee or Broker Signature)  
 Signed by: Bernard S. Tan

Agent (Broker Obtaining the Offer) \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
 (Please Print) (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 6/23 (PAGE 3 OF 3)

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

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MALABED,





# SELLER PROPERTY QUESTIONNAIRE

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

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

**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, EITHER BY CONTRACT, OR BY 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 768 Stewart Avenue, Assessor's Parcel No. 006-111-310, situated in Daly City, County of San Mateo California ("Property").

☐ This property is a duplex, triplex or fourplex. 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 of..." 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 19**.

**5. DOCUMENTS:**

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

Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller \_\_\_\_\_ ☐ Yes ☒ No

**Note: If yes, provide any such documents in your possession to Buyer.**

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

**6. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:**

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

- A.** 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.)
- B.** 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
- 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 a condominium or located in a planned unit development or other common interest subdivision \_\_\_\_\_ ☐ Yes ☒ No





Property Address: **768 Stewart Avenue, Daly City, CA 94015**

- 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. Material facts or defects affecting the Property not otherwise disclosed to Buyer ..... ☐ Yes ☒ No  
 Explanation, or ☐ (if checked) see attached; \_\_\_\_\_

**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 (a) and (b) blank)..... ☐ Yes ☒ No  
 (a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (b) blank) ..... ☐ Yes ☐ No  
 (b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ..... ☐ Yes ☐ No

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

**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 leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank(s) ..... ☐ Yes ☒ No  
 C. An alternative septic system on or serving the Property ..... ☐ Yes ☒ No  
 D. Whether any structure on the Property is an Accessory Dwelling Unit (ADU) ..... ☐ Yes ☒ No  
 (1) If Yes to D, has the ADU received a permit or other government approval ..... ☐ Yes ☐ No  
 (2) If Yes to D, are there separate utilities and meters for the ADU ..... ☐ Yes ☐ No

Explanation: (8a) The oven is not working.

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

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

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 maintain 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 it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)

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 water table, floods, or tides, on or affecting the Property or neighborhood ..... ☐ Yes ☒ No

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 \_\_\_\_\_

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



Property Address: 768 Stewart Avenue, Daly City, CA 94015

**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
- ..... Driveway - some cracks from wear and tear. Master bedroom hardwood floor has dar ..... ☐ Yes ☒ No
- C. Use of any neighboring property by you ..... ☐ Yes ☒ No

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

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

**14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)**

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

- A. Property being a condominium or located in a planned unit development or other 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
- (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

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

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



Property Address: **768 Stewart Avenue, Daly City, CA 94015**

**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

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. 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
- E. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals ..... ☐ Yes ☒ No
- F. 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
- G. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property ..... ☐ Yes ☒ No
- H. Whether the Property is historically designated or falls within an existing or proposed Historic District ..... ☐ Yes ☒ No
- I. 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
- J. Any differences between the name of the city in the postal/ mailing address and the city which has jurisdiction over the property ..... ☐ Yes ☒ No

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 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
- C. Whether the Property was originally constructed as a Manufactured or Mobile home ..... ☐ Yes ☒ No
- D. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ..... ☐ Yes ☒ No

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

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

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

Seller ☒ Chris Malabed **Christopher C. Malabed** Date 2/6/2025  
 Seller ☒ Cynthia Malabed **Cynthia V. Malabed** Date 2/6/2025

**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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 REAL ESTATE BUSINESS SERVICES, LLC.  
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Attention zipForm® Users:

Note that due to file size constraints, you will need to **access** and **email** all 5 of the following EPUBD forms separately as listed below:

- ? **1\_HAZARDS - Residential Environmental Hazards**
- ? **2\_LEAD - Protect Your Family from Lead in Your Home**
- ? **3\_HERS - Home Energy Rating Pamphlet**
- ? **4\_EARTHQUAKE - Homeowner's Guide to Earthquake Safety**
- ? **5\_SIG PAGE - Signature Page - PRINT** (includes signature page for HERS, Environmental Hazards and Earthquake Safety, Federal Lead and Toxic Mold.)

*Published by the California Seismic Safety Commission*

# Homeowner's Guide to Earthquake Safety

2020 EDITION



State of California

Gavin Newsom  
Governor

SSC No. 20-01

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

MALABED



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## **Legislation**

This guide has been developed and adopted by the California Seismic Safety Commission as required by Assembly Bill 2959, authored by Assemblymember Johan Klehs (Chapter 1499, Statutes of 1990), and by Assembly Bill 200, authored by Assemblymember Dominic Cortese (Chapter 699, Statutes of 1991).

## **Ordering Information**

Single copies of this booklet are available from the

### **California Seismic Safety Commission**

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To order call (916) 263-5506 or download an online copy at  
**[http://ssc.ca.gov/forms\\_pubs/index.html](http://ssc.ca.gov/forms_pubs/index.html)**

*Cover photo: Collapsed two-story home. Nigel Spiers, 2011  
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*\*Disclaimer: The effects, descriptions, recommendations and suggestions included in this Guide are intended to improve earthquake preparedness; however, they do not guarantee the safety of an individual or a structure. The California Seismic Safety Commission takes responsibility for the inclusion of material in this Guide. The State of California, the California Seismic Safety Commission, and all contributors to this document do not assume liability for any injury, death, property damage, loss of revenue, or any other effects of earthquakes.*

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Effective July 1, 2020, the 2020 edition of the *Homeowner's Guide to Earthquake Safety* replaces the 2005 edition.



## Introduction

# EARTHQUAKES ARE INEVITABLE IN CALIFORNIA.

They can occur at any time and without warning.  
They can be extremely destructive and even deadly.

As a current or future owner of a home\*, you should be aware of the riskspotentially considerable and catastrophicthat earthquakes pose to your property and to the safety of you and your family.

**THIS GUIDE** is designed to help you prevent injuries, save lives, and avoid costly property damage from earthquakes. It provides information on:

- The most common earthquake-related hazards that can damage homes

- How to find and then fix the potential structural risks in a home

- How to find more information on earthquake safety

If you sell your home, this Guide also will help you meet your requirements under California law.

There are no guarantees of safety during earthquakes, but properly constructed and strengthened homes are far less likely to collapse or be damaged during earthquakes. The California Seismic Safety Commission advises you to act on the suggestions outlined in this Guide and make yourself, your family, and your home safer.

*\*In this Guide, "home" means single-family residences, duplexes, triplexes, and four-plexes. Under California law, a seller of a home built before 1960 must fulfill certain disclosure requirements as part of the sales process (see page 4).*

USING THIS GUIDE	PAGE
Selling or Buying a Home .....	4
Earthquake Hazards in California .....	6
Residential Earthquake Risks & the Disclosure Statement .....	12
Tips for a Successful Retrofit .....	26
Earthquake Safety Tips .....	30
Other Information .....	34

**\$55+**  
BILLION

Earthquake related losses in California since 1971

**\$12+**  
BILLION

Estimated home damage in the 1994 Northridge Earthquake

Master bedroom hardwood floor has a darkspot in the middle of the room. Garage - some car on the floor.

# Selling or Buying A Home: Requirements & Recommendations

---

## SELLING A HOME

**If you are selling a home built before 1960, California law\* requires you to:**

Properly strap the water heater.

Provide buyers with the following documents:

- A Residential Earthquake Risk Disclosure Statement (page 13), where you identify known home risks
- A Natural Hazard Disclosure Statement, where you indicate if your home is in an Earthquake Fault Zone or Seismic Hazard Zone. Ask your realtor for a copy of this Disclosure Statement.
- A copy of this Guide (Your real estate agent is required to give you the Guide.)
- Note: If you list your home through a real estate agent or broker, you should have him or her give the documentation to the buyer.

**Note:** Keep a copy of all documentation signed by the buyer as evidence that you complied with the requirements.

**Under the law, you are NOT required to:**

Remove siding, drywall, or plaster to complete the disclosure statements.

Hire someone to evaluate your home or to complete the disclosure statements. You may seek the assistance of a certified home inspector or a licensed contractor, architect, or engineer.

Fix the risks before you sell your home; on the other hand, making the improvements could increase your home's value.

\*A summary of the relevant California laws related to seismic safety is included at the end of this Guide (page 35).





## BUYING A HOME

### **Before you agree to buy a home, you should consider the following:**

Have a certified home inspector, licensed building contractor, engineer, or architect inspect the home and give an opinion on existing earthquake risks and the estimated cost to strengthen the home.

Check the location of the home to determine if it is in an Alquist-Priolo Earthquake Fault Zone or an area susceptible to landslides, liquefaction, or tsunamis. A licensed geotechnical engineer and/or engineering geologist can help you answer these questions and check the stability of the land under the home.

Negotiate with the seller the cost of any proposed repairs or upgrades. State law does not require either the seller or buyer to strengthen a home against earthquake risks. However, the cost to repair a home after a damaging earthquake may far exceed the costs to strengthen the home and reduce the risks.

### **Property Tax Exclusion**

Under California law (Revenue and Tax Code, Section 74.5), a homeowner can implement seismic-strengthening measures without a property tax reassessment. To receive the exclusion, you must have the work approved by the local building department and file a claim form with your county tax assessor.

### **Earthquake Insurance**

Typically, residential property insurance does not include earthquake coverage. A homeowner may purchase a separate earthquake policy. Information on earthquake insurance is on page 37.

# Earthquake Hazards

## KNOW IF YOUR HOME IS AT RISK

**Is your home near an active earthquake fault or an area prone to severe shaking?**

*See the maps on pages 10 & 11.*

Earthquakes occur in California every day. As a homeowner, you should know if your home is in an area that is more prone to earthquakes or if the geology or soil conditions of your neighborhood or community present greater risk during an earthquake. The more you know, the better able you are to take appropriate precautions to protect your home and family.

**Requirements under the law:** If you are selling your home or any other type of real estate, no matter its age, you must disclose to buyers information about natural hazards that can affect the property, including flood and fire hazards and earthquake hazards. You report this information on the Natural Hazard Disclosure Statement.

The most common earthquake-related natural hazards are **ground shaking, fault ruptures, landslides, liquefaction, and tsunamis**. In addition, earthquake damage to a dam can be a hazard to “downstream” homes.



## Earthquake Hazards



### GROUND SHAKING



Guy Morrow, 2004

***In California, ground shaking causes 99% of earthquake damage to homes. Homes in areas near large active faults are more likely to feel severe shaking and experience damage than homes in other areas of the state.***

### FAULT RUPTURE



***A strong earthquake can cause the two sides of a fault to suddenly slide by one another. Even a relatively minor fault rupture can cause foundation and structural damage requiring expensive repairs.***

Pilar Villamor, GNS Science, 2016

## HOMEOWNER'S GUIDE TO EARTHQUAKE SAFETY

### *Earthquake Hazards*



*Earthquake shaking can be strong enough to cause soil and rock on a hillside to slide down the slope. A landslide can rip apart homes at the top of the slope and also crush homes at the bottom of the slope.*

*Al Seib, Los Angeles Times, 1994*



*Graeme Beattie, BRANZ, 2011*

*Strong ground shaking can cause liquefactionexcess pore water pressure that reduces the soil's ability to support structures. Liquefaction can cause structures to tilt or collapse.*

## HOMEOWNER'S GUIDE TO EARTHQUAKE SAFETY

### Earthquake Hazards



National Oceanographic and Atmospheric Administration, 1964

California's coastal areas are prone to damage from tsunamis series of large ocean waves caused by an underwater earthquake or landslide. Tsunami waves can travel a great distance and cause flooding or wash away structures in low-lying areas along the shore, in and along harbors, and along the banks of rivers. Tsunamis generated by the 1964 Alaskan earthquake (magnitude 9.2) and the 2011 Japan earthquake (magnitude 9.0) caused property damage and loss of life in California.



E. V. Leyendecker,  
United States  
Geological Survey,  
1971

A very strong earthquake could damage a dam, resulting in sudden and devastating flooding of nearby homes. The 1971 San Fernando earthquake damaged the Lower San Fernando Dam, which sits less than half-mile above the neighborhoods of the San Fernando Valley in southern California. The risk of an aftershock forced the three-day evacuation of residents of an 11-square-mile area.

#### BETTER SAFE THAN SORRY

If you live in a low-lying coastal area or an area near a dam (dam inundation zone), know where to evacuate to higher ground and be prepared to evacuate immediately after an earthquake.

**Is your home  
at risk of a  
tsunami?**

Check with your  
County's office  
of emergency  
services.

**Is your home  
near a dam?**

Check with your  
County's office of  
emergency services  
for a dam inundation  
map, which shows the  
location of major  
dams and areas that  
could flood in the  
event of  
a dam failure.

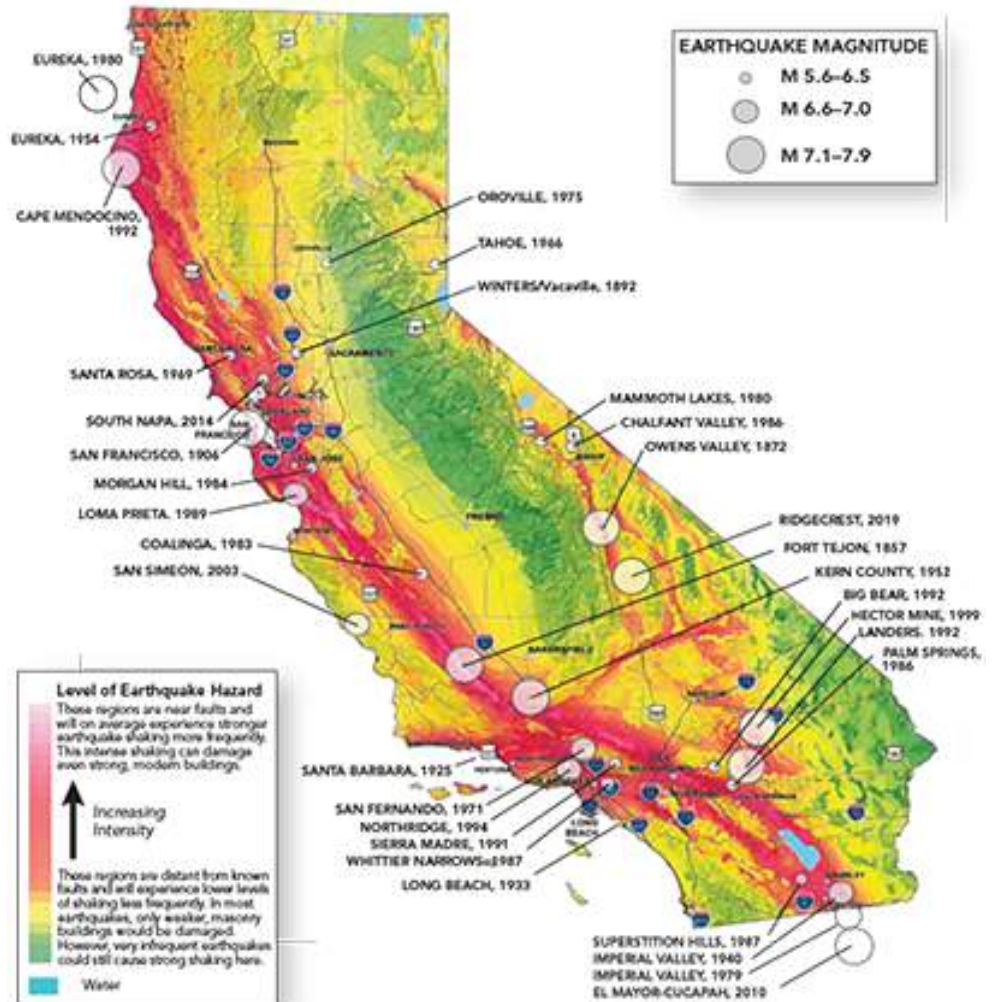


## Earthquake Shaking Potential for California

This map shows the relative intensity of ground shaking in California from anticipated future earthquakes and significant earthquakes that have occurred since the Great 1857 magnitude 7.9 Fort Tejon earthquake. Although the greatest hazard is in areas of highest intensity as shown on the map, no region is immune from potential earthquake damage.

**\$3+**  
BILLION  
PER YEAR

Expected  
long-term  
average  
earthquake  
damage in  
California

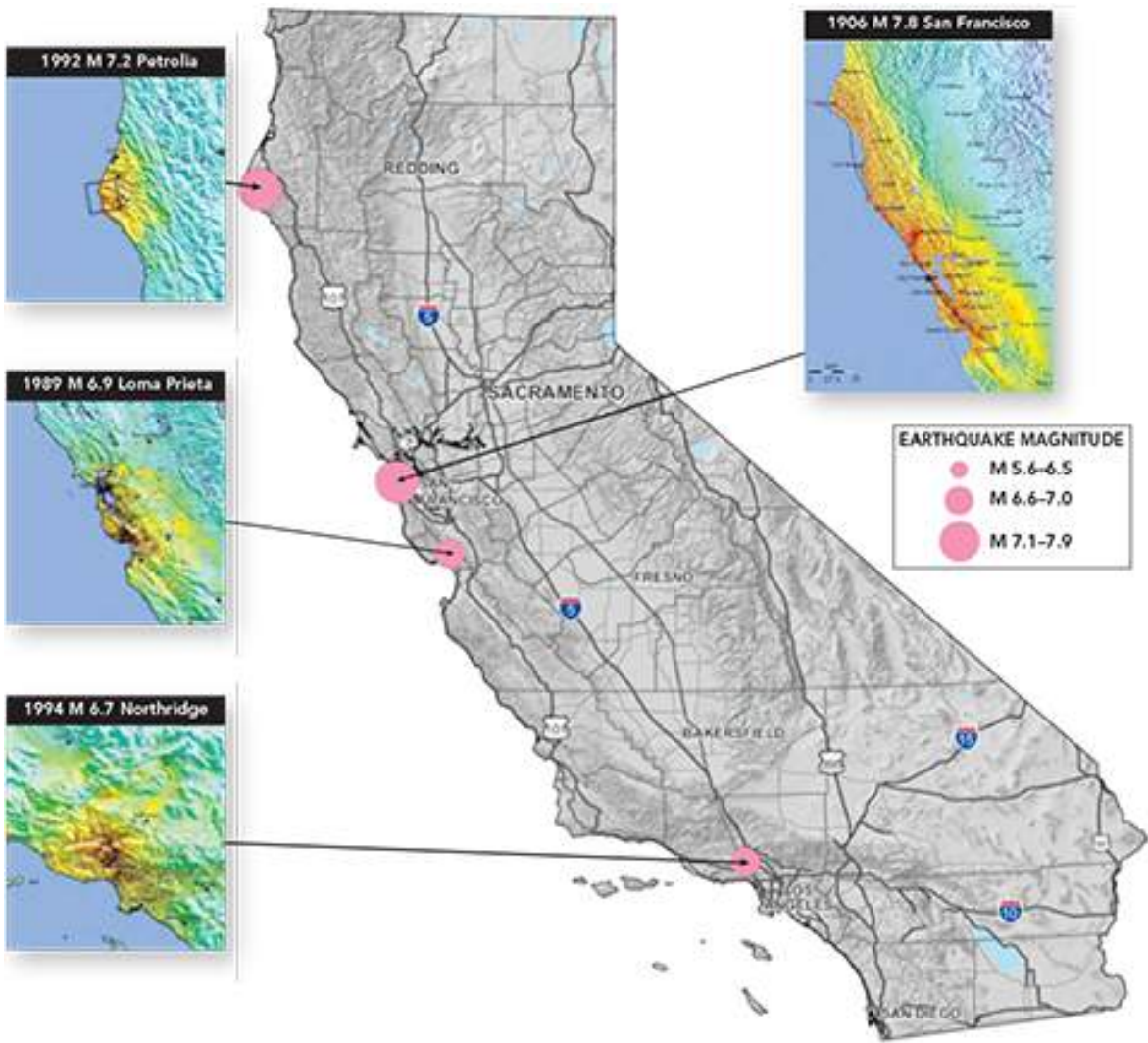


Source: California Geological Survey Map and U.S. Geological Survey



# Significant Historical Earthquakes and Their ShakeMaps

The ShakeMaps (inserts) show areas of moderate-to-heavy ground shaking in four historical earthquakes.



ShakeMap Explanation

INSTRUMENTAL INTENSITY	I	II-III	IV	V	VI	VII	VIII	IX	X+
PERCEIVED SHAKING	NOT FELT	WEAK	LIGHT	MODERATE	STRONG	VERY STRONG	SEVERE	VIOLENT	EXTREME
POTENTIAL DAMAGE	NONE	NONE	NONE	VERY LIGHT	LIGHT	MODERATE	MOD-HEAVY	HEAVY	VERY HEAVY

Source: USGS

# Residential Earthquake Risks & the Disclosure Statement

Earthquakes in California can occur at any time and without warning. To prevent injuries and avoid costly property damage, homeowners should determine the potential for earthquake risks in their homes and then retrofit or upgrade these conditions. If not corrected, these risks can lead to:

- Severe property damage, including foundation damage and damage to floors, walls, and windows
- Loss of personal property
- Broken utilities, which can result in fire, water damage, and spread of toxic substances
- Personal injuries

In addition, under California law, sellers of homes built before 1960 must disclose known earthquake risks to buyers as part of the property sales process.

## Completing the Residential Earthquake Risk Disclosure Statement

When you sell a home built before 1960, you are required to fill out the Residential Earthquake Risk Disclosure Statement, (see next page) and give the completed statement to the buyer. You are required to answer each question to the best of your knowledge.

To complete the Disclosure Statement, answer:

- “Yes” if you know your home is protected from the risk (e.g., for Item #1, answer “Yes” if your home's water heater is properly braced)
- “No” if you know your home is at risk (e.g., for Item #6, answer “No” if your home's exterior brick walls are not strengthened)
- “Doesn't Apply” if the question is not relevant to your home (e.g., for Item #7, answer “Doesn't Apply” if your home does not have a living space over the garage)
- “Don't Know” if you do not have adequate information to answer the question

IN THIS SECTION	PAGE
Completing the Residential Earthquake Risk Disclosure Statement .....	12-13
Identifying and Disclosing Earthquake Risks .....	14-25
Water Heaters .....	14
Unbolted Foundations .....	15
Crawl Space (Cripple) Walls .....	17
Pier-and-Post Foundations .....	18
Unreinforced Masonry Foundations .....	19
Hillside Homes .....	20
Unreinforced Masonry Walls .....	21
Rooms over Garages .....	22
Unreinforced Masonry Chimneys .....	23
Inadequate Foundation .....	24
Homes with Unique Designs .....	25

*You are not required to remove siding, drywall, or plaster or to hire an inspector to determine the answer to a question. Also, you are not required to fix or retrofit your home before you sell the property.*





# Residential Earthquake Risk Disclosure Statement (2020 Edition)

Name Christopher C. Malabed, Cynthia V. Malabed Assessor's Parcel No. 006-111-310

Street Address 768 Stewart Avenue Year Built 1948

City Daly City County San Mateo Zip Code 94015

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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14
2. Is your home bolted to its foundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	15
3. If your home has crawl space (cripple) walls:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
a. Are the exterior crawl space (cripple) walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	17
b. If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	18
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	19
5. If your home is on a hillside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
a. Are the exterior tall foundation walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	20
b. Are the tall posts or columns either built to resist earthquakes or have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	20
6. If the exterior walls of your home are made of unreinforced masonry, either completely or partially, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	22
8. Is your home outside an Alquist-Priolo Earthquake Fault Zone (an area immediately surrounding known active earthquake faults)?	To be reported on the Natural Hazard Disclosure Statement				
9. Is your home outside a Seismic Hazard Zone (an area identified as susceptible to liquefaction or a landslide)?	To be reported on the Natural Hazard Disclosure Statement				

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

Chris Malabed  
Seller Christopher C. Malabed

DocuSigned by:  
Cynthia Malabed  
Seller Cynthia V. Malabed

2/6/2025

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.



*Earthquake Risk Disclosure Statement Item 1*

## Is your home's water heater braced?

If your home's water heater is not properly braced, or if it has rigid rather than flexible pipes, the water heater may move or topple during an earthquake. This movement can break gas or water lines, resulting in fire, water damage, or release of toxic gas.

Under California law, you are required to brace your home's water heater whenever you install a new water heater or if you sell the home.



During an earthquake, an unbraced water heater can topple, which can start a fire or lead to major water damage.

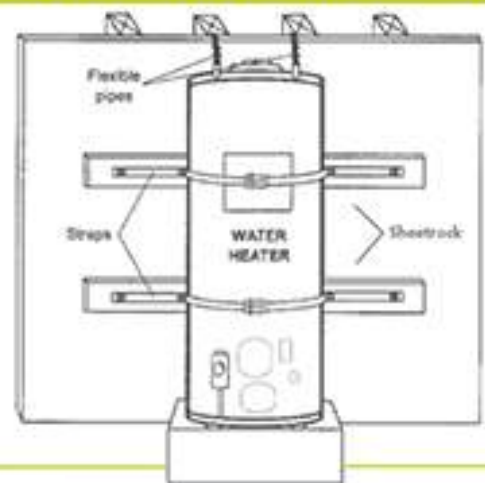
### How to Check for Proper Water Heater Bracing

1. Examine your home's water heater.
2. Look for two sets of straps that wrap around the water heater and securely bolt the water heater to the wall and wall studs (see diagram).

### Tankless Water Heater?

If you have a tankless water heater, be sure it is securely attached to the wall and that its pipes are installed according to the manufacturer's instructions.

### PROPER WATER HEATER BRACING



**WANT TO RETROFIT?**  
Find out more on pages 26-29.

## Earthquake Risk Disclosure Statement Item 2



# Is your home bolted to its foundation?

If your home is not bolted to its foundation, it could slide off the foundation during an earthquake.

A home that has moved can cause gas, water, and sewer lines to break, resulting in fire, water damage, and release of toxic fluids.

Lifting a home back onto its foundation is difficult and expensive.

### How to Check for Foundation Bolting

1. Determine if your home has a crawl space, which will be below the first floor.  
**Clue:** If your home has steps leading to an exterior door, the home probably has a crawl space. If you have no steps, the home is most likely built on a concrete slab and has no crawl space. If you do not have a crawl space, see "What If" section on next page.
2. Go into the crawl space. Access will be through a small removable panel or door along an exterior wall or from inside the garage.
3. Look for areas of unfinished wood framing at base of walls (see diagram). If the crawl space has finished wood framing, see "What If" section.
4. Find sill plates (wood boards that sit directly on top of foundation) and look for anchor bolts that fasten sill plates to foundation (see diagram on next page).

**Adequate bolting:** Bolts with nuts and square washers spaced every 4 to 6 feet

**Inadequate bolting:** No visible bolts



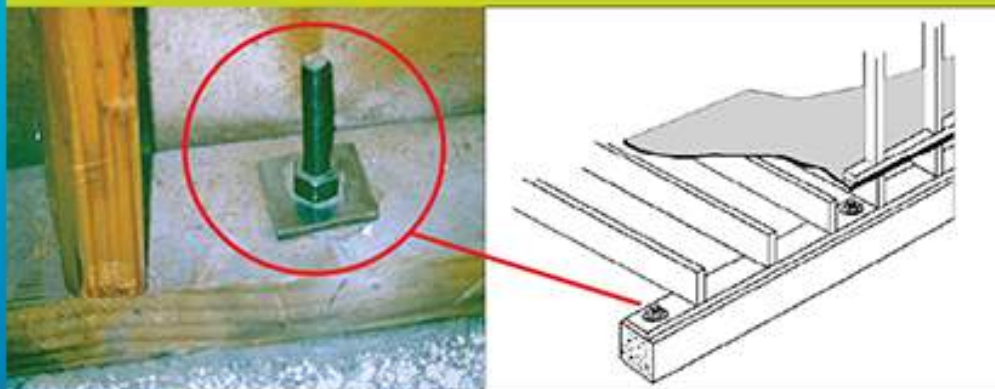
**WANT TO RETROFIT?**  
Find out more on pages 26-29.

## WHAT IF . . .

- Q** My home does not have a crawl space?
- A** Particularly after 1960, many California homes were built directly on concrete slabs. Fortunately, most of these homes and other post-1960 homes built to code have anchor bolts.
- Q** The crawl space has finished framing, so I cannot see the sill plates or anchors?
- A** You are not required to remove siding, drywall or plaster to determine if your home's foundation has anchor bolts.

*For both situations, check "Don't Know" on the Disclosure Statement.*

### LOCATING FOUNDATION BOLTS



**WANT TO RETROFIT?**  
Find out more on pages 26-29.

## Earthquake Risk Disclosure Statement Item 3a

### Are your crawl space (cripple) walls braced?

If your home has a crawl space with un-braced walls, these crawl space (cripple) walls could collapse during an earthquake, which, in turn, may cause your entire home to collapse or lead to major damage to the structure as well as possible fire, water line breaks and injuries.

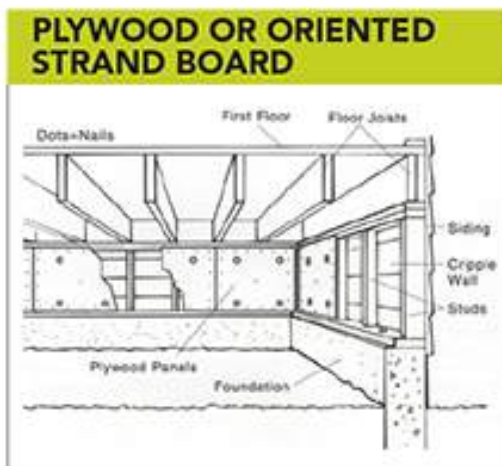
#### How to Check for Bracing of Crawl Space Walls

1. Determine if your home has a crawl space with cripple walls.
 

**Clue:** If your home has three or more steps leading to an exterior door, the home has a crawl space below the first floor and, therefore, has cripple walls.
2. Go into the crawl space. Access will be through small removable panel or door along an exterior wall or from inside the garage.
3. Examine the inside surfaces of the exterior walls.

**Adequate bracing:** Plywood or diagonal sheathing on exterior walls (see diagrams)

**Inadequate bracing:** No plywood or diagonal sheathing



*This older home collapsed after earthquake shaking damaged its crawl space (cripple) walls.*



**WANT TO RETROFIT?**  
Find out more on pages 26-29.

## Earthquake Risk Disclosure Statement Item 3b



This home's pier-and-post foundation was damaged during an earthquake. The diagonal bracing was added after the earthquake to temporarily stabilize the home during repairs.

## Is your home's pier-and-post foundation strengthened?

If your home sits on large wood posts that rest on unconnected concrete piers, the posts may not be braced properly. During an earthquake, the posts could fail and your home could shift or collapse.

### How to Check for Pier-and-Post Foundation Strengthening

1. Go under the home and determine the type of foundation that supports the exterior walls.
  - Continuous perimeter foundation wall (check "Does Not Apply" on the statement)
  - Concrete piers and wood posts
2. For concrete piers and wood posts, look further to determine if the foundation is adequately braced or strengthened.

**Adequate bracing:** A continuous foundation around the perimeter edges of the home that consists of either reinforced concrete or reinforced masonry.

**Inadequate bracing** along the perimeter edges of the home:

- Wood posts supported by concrete piers, or
- Wood posts without concrete piers or continuous perimeter foundations



**WANT TO RETROFIT?**  
Find out more on pages 26-29.





## Earthquake Risk Disclosure Statement Item 4

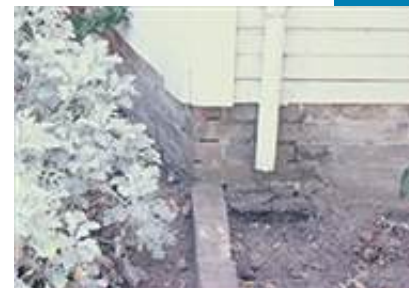
### Is your home's unreinforced masonry foundation strengthened?

If your home is supported by a brick, stone or concrete block foundation that lacks steel reinforcing, the foundation may not be able to resist earthquake shaking. Your home could slide off its foundation during an earthquake, damaging the walls and floors, rupturing utility connections, and destroying the contents of your home. This, in turn, could lead to fire, water damage, and injuries.



#### How to Check an Unreinforced Masonry Foundation

1. Walk around the perimeter of your home to determine the composition of the foundation. If the foundation has siding or a plaster finish, you will need to check the foundation from inside the crawl space.  
Solid concrete foundation (check "Does Not Apply" on the statement)  
Unreinforced brick, stone, or concrete block foundation
2. For unreinforced brick, stone, or concrete block foundation, look further to determine if the foundation is adequately braced or strengthened (e.g., steel plates attached to foundation walls). If you do not know what to look for, consult a licensed engineer or architect.



**WANT TO RETROFIT?**  
Find out more on pages 26-29.

## *Earthquake Risk Disclosure Statement Item 5*



The balcony of this hillside home partially collapsed and the home tilted when the stilt-type support posts and poorly braced walls shifted during an earthquake.

## **Does the foundation of your hillside home have adequate support?**

Hillside homes require special engineering to resist earthquake shaking.

If your home is built on a hillside and the home's tall foundation walls and stilt-type support posts are not properly braced, your home could collapse during an earthquake, causing severe damage to the home and injuries.

### **How to Check the Foundation of a Hillside Home**

1. Walk around the perimeter of your home to examine both the tall foundation walls and the tall posts or columns that support the home.
2. Examine the exterior tall foundation walls for evidence of extensive wall bracing below the home.
3. If you do not know what to look for, consult a licensed engineer or architect.



**WANT TO RETROFIT?**  
Find out more on pages 26-29.



## Earthquake Risk Disclosure Statement Item 6



### Are your home's unreinforced masonry walls strengthened?

If your home has walls built of unreinforced masonry—brick, hollow clay tiles, stone, concrete blocks, or adobe—the walls may be too brittle to resist earthquake shaking. As a result, the walls could collapse in an earthquake.



#### How to Check for Unreinforced Masonry Walls

1. Walk around the perimeter of your home to examine the composition of the exterior walls. Look for evidence of unreinforced brick, clay tile, stone, adobe, or concrete-block wall construction.  
Look closely at wall surfaces at windows and doors.  
If the exterior walls are covered with plaster, examine the walls from inside the home (e.g., beneath light switch plates).
2. If the exterior walls are built of masonry, check further for the strength of construction or for indicators of retrofit. Steel plates and anchor bolts are common retrofits (see photo).
3. If you do not know what to look for, consult a licensed engineer or architect.



*A steel plate with anchor bolts.*



**WANT TO RETROFIT?**  
Find out more on pages 26-29.

*Earthquake Risk Disclosure Statement Item 7*

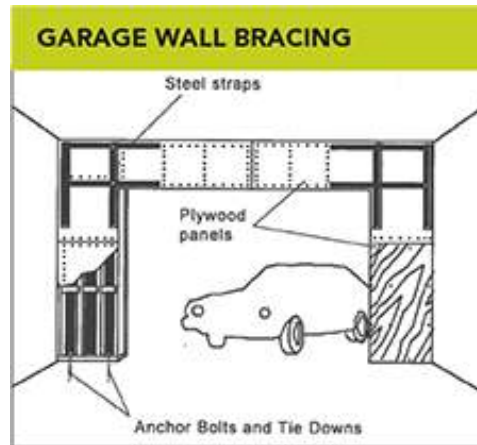
The walls around the garage door of this home were not strong enough to withstand the shaking of the 1989 Loma Prieta Earthquake.

## Does your home have a room above the garage?

If your home has a room above the garage, you need to ensure that the narrow walls on either side of the garage doorway are strong enough to withstand earthquake shaking. Without adequate support, these walls could collapse, causing serious damage and injuries.

### How to Check the Strength of a Garage with a Room Above

1. Go into your garage and examine the walls on both sides of the garage doorway. If the garage has been built or strengthened to support a second story, you will see plywood bracing on the walls and metal straps (see diagram).
2. If you do not know what to look for, consult a licensed engineer or architect.



Adequate bracing for a garage wall includes plywood and metal straps.



**WANT TO RETROFIT?**  
Find out more on pages 26-29.



## Other Structural Risks

Your home also may have other structural issues that could result in serious property damage or injuries during an earthquake. These risks are not included in the Residential Earthquake Risk Disclosure Statement because, typically, it is not cost effective to complete a retrofit. On the other hand, these risks should be considered if you are a homeowner or a potential home buyer.

### UNREINFORCED MASONRY CHIMNEY

If your home has an unreinforced brick or stone chimney, it could collapse during an earthquake and fall on the ground beside the home or fall through the roof into your home (see photos).

#### How to Check Your Chimney

To determine if your chimney will withstand an earthquake:

1. Check the mortar with a screwdriver. If the mortar crumbles, it may be too weak to withstand earthquake shaking.
2. Access the attic area above the fireplace to verify that the chimney is securely attached to the home with metal straps or ties.
3. If you are unable to verify the strength of the chimney, consult a licensed engineer or architect or a general contractor.

#### How to Protect against Damage and Injuries (Safety Precautions)

Avoid parking cars or locating patios or children's play areas within the falling radius of a chimney.

Remind home occupants to stay away from chimneys and fireplaces during earthquakes.



California Earthquake Authority, 2014



Bay Area Regional Earthquake Preparedness Project, 1989



**WANT TO RETROFIT?**

Find out more on pages 26-29.

## HOMEOWNER'S GUIDE TO EARTHQUAKE SAFETY

*Other Structural Risks*

Master bedroom hardwood floor has a darkspot in the middle of the room. Garage - some car

**INADEQUATE FOUNDATION**

A wood foundation or a foundation of concrete or masonry that is cracked or crumbling may not have the strength to withstand earthquake shaking.

**How to Check the Condition of Your Foundation**

Determining if a foundation is susceptible to earthquake damage can be a challenge, and the advice of a licensed engineer or architect or a foundation contractor may be necessary.

**Wood foundation:** In the past, some homes were built on wood beams laid directly on the ground without concrete or masonry supports. If you do not see concrete or masonry foundation walls along the perimeter of your home, your home may have a wood foundation.

**Deteriorating masonry:** Older concrete or stone foundations can deteriorate over time and become too weak to withstand earthquake shaking. Large cracks, crumbling, or rock pockets are visual signs of deterioration. You also can poke a screwdriver into a foundation wall to check its strength; if the concrete or stone crumbles easily, the foundation may be vulnerable to earthquake damage.

**WANT TO RETROFIT?**

Find out more on pages 26-29.

## *Other Structural Risks*

### **HOMES WITH UNIQUE DESIGNS**

If not designed adequately and with earthquakes in mind, homes with unique designs can be prone to damage from earthquake shaking.

Unique design features include homes with:

- Large porches or overhangs
- Large windows or window walls
- Three or more stories
- Irregular shapes

### **Evaluation and Options**

In many cases, homes with unique designs have been built to withstand earthquake shaking. Identifying if a home has been strengthened can be difficult. Consulting with a licensed engineer or architect for a seismic evaluation can be helpful.



*You can make large windows safer by applying plastic film to the glass.*



**WANT TO RETROFIT?**  
Find out more on pages 26-29.



# Tips for a Successful Retrofit

## MAKE A PLAN: DEFINE THE SCOPE OF WORK AND HOW TO ACCOMPLISH THE PROJECT



The first step in an earthquake retrofit or upgrade is to ensure that you, as the homeowner, understand the work that will be required for the retrofit project and the required building and performance standards. You should not rush into repairs, no matter how badly they are needed, or hire the first contractor you meet with.

---

## Define Scope of Work

Defining the scope of a retrofit or upgrade project is a critical first step. Additional resources are listed on page 34.

### **Reminders:**

For any retrofit project, be sure to consult with your local building department for advice on the State's requirements, local building codes and standards.

To determine the best solution for a retrofit, you may want to consult a licensed engineer or architect or a general contractor that specializes in this type of work.

You or your contractor will need to obtain a building permit from your local building department.

When evaluating the cost of a retrofit, remember to consider both the economic value of the work and the value to your "peace of mind."



## Water Heater Bracing

Under California law, you are required to brace the water heater when you install a new water heater and when you sell your home.

You can brace a water heater yourself using a strap kit, available from a local hardware store. Or, you can hire a plumber or handyperson to do the work. The diagram on page 14 illustrates proper water heater bracing.

As an added safety precaution, consider having a licensed plumber replace any rigid pipes with flexible pipes, which will better withstand shaking during an earthquake.

## Simple Retrofit Projects

The *California Existing Building Code, Appendix A, Chapter A3* contains how-to information for retrofitting. FEMA P-1100, Volume 2A is also easy to use and accepted for retrofits by local building departments. Do-it-yourself homeowners can undertake simple retrofits without hiring an engineer, architect, or contractor.

### Types of Simple Retrofit Projects

- Foundation bolting: To add or retrofit a foundation bolting system requires drilling new holes into the foundation and installing bolts.
- Crawl space wall bracing: To add or retrofit the wall bracing in a crawlspace requires nailing new plywood or oriented strand board to crawlspace studs. Note: For crawl spaces taller than four feet, consult FEMA P-1100, Volume 2A.

### More Complicated Retrofit Projects

By their nature, some earthquake retrofit projects are more complicated and will require the expertise of a licensed engineer or architect and/or a general contractor who specializes in this type of work.

- Pier-and-post foundation: You may be able to strengthen a pier-and-post foundation system adequately with bracing; alternatively, the best solution may be to install a new, continuous foundation.



**Unreinforced masonry foundation:** You may be able to replace or supplement all or part of an existing foundation with a new reinforced concrete or masonry foundation.

**Other inadequate foundation:** If your home's foundation is inadequate (see pages 19, 24), you may need to add a new or replace an existing foundation to reduce the risks of earthquake damage.

**Unreinforced masonry walls:** In most cases, retrofitting unreinforced masonry walls requires 1) better connecting the walls to the roof and floors and 2) installing steel frames or reinforced concrete. In some cases, large steel plates must be attached with anchor bolts through the masonry (see photo on page 21). Engineering information is in the California Existing Building Code, Appendix A, Chapter A1.

**Unreinforced masonry chimney:** Strengthening or bracing a chimney can be expensive. Retrofit options include:

- o Adding plywood panels either above ceiling joists or, when re-roofing, on roof framing
- o Removing or replacing all or a portion of the chimney with lighter-weight material (e.g., using a metal flue for the upper portion of a chimney). (see FEMA P-1100, Volume 2C)

**Garage walls:** Engineering information on retrofitting garage walls is in the California Existing Building Code or FEMA P-1100, Volume 2B.

**Hillside homes:** Retrofitting hillside homes includes strengthening foundations, walls, columns and diagonal bracing. Engineering information is in the California Existing Building Code or the FEMA P-1100 publication.

**Historical homes:** Your project will need to comply with the California Historical Building Code.

### **Keep Your Retrofit Documents**

Once your project is complete, remember to keep all plans, permits, and other project records so you can provide them to a future home buyer.



## Select a Licensed Contractor

A critical step is to find and hire the right contractor for your job. Be sure you:

- Discuss your project with at least two and, ideally, more licensed contractors.

- Obtain a written proposal from each contractor. Do not accept verbal promises. Be sure to compare the proposals to ensure the scope of work in each proposal (project description) meets your needs and are similar. Examine all terms of the proposal (e.g., price, project plan and timeframe, use of subcontractors). Consider each contractor's experience with residential earthquake retrofitting. The lowest-priced bid may not be the best bid.

- Ask for and then check with references.

- Before finalizing a contract, verify that your preferred contractor's state license is current and that your contractor is licensed to do business in your community.

You will find useful a number of publications from the Contractor's State License Board. Visit [www.cslb.ca.gov](http://www.cslb.ca.gov).

*What You Should Know before Hiring a Contractor:*

Provides information on how to find, hire and work with a contractor

*A Consumer Guide to Home Improvement Contracts:*

Provides information on the legal obligations of home improvement contractors



## Avoid Contractor Payment Pitfalls

For any project that costs \$500 or more, a licensed contractor must provide a written contract.

Pay the contractor in installments as the work is completed.

- o Keep the down payment low. By law, a down payment on a home improvement contract cannot exceed 10% of the contract price or \$1,000, whichever is less.
- o Withhold at least 10% of the total contract price until the project is completed to your satisfaction
- o Do not make the final payment until the local building department has signed off on the work and you have conducted a final review of the work to make sure it is complete and correct.

# Earthquake Safety Tips

## Precautions: During an Earthquake

### **If you are indoors: Drop, cover and hold on.**

Get under a sturdy desk or table and hang on to it OR move into a hallway OR get against an interior wall.

Stay clear of windows, fireplaces, and heavy furniture or appliances

Get out of a kitchen or any area that has numerous objects that can fall.

Do not run downstairs or rush outside while the building is shaking. Debris may be falling and/or you might fall and sustain an injury.

### **If you are outdoors: Get into an open area.**

Move away from buildings, power lines, chimneys, and anything else that might fall on you.

### **If you are driving: Prepare to stop.**

Move as far out of traffic as possible.

Do not stop on or under a bridge or overpass or under trees, light poles, power lines, or signs.

Remain in your car until the shaking stops.

After you resume driving, watch for cracks or bumps in the road and fallen objects.

### **If you are near a steep hillside: Watch for landslides.**

Earthquakes can loosen rocks, trees, and other debris.





## COASTAL AREAS: SPECIAL TSUNAMI PRECAUTIONS

An earthquake or large landslide near the coast or beneath the ocean can cause a tsunami. A tsunami may occur without warning, and the first waves which often are not the largest may reach the coast within minutes after the initial earthquake. And, an earthquake may result in more than one set of waves; potentially deadly tsunami waves can continue to arrive for hours and at intervals of 10 minutes or more.

### **During the shaking: Drop, cover, and hold on.**

Watch for falling objects until the shaking stops.

**After the shaking: Move (evacuate) immediately either** to higher ground or inland away from the shore, and do so on foot if you cannot evacuate by vehicle. Note: Authorities may have no time to issue a warning. If you do not hear an evacuation announcement but you see a drop or rise in water level or you hear a loud noise coming from the water, move immediately and quickly away from the shore.

**Stay away from the shore.** Wait for an official “all clear” announcement before you return to the area.



**Aftershocks  
may occur and  
you may need  
to continue  
to take  
precautions  
even after  
the initial  
earthquake.**

## Precautions: After an Earthquake

### Check for Injuries

If a person is bleeding, put direct pressure on the wound.

Use clean gauze or cloth, if available.

If a person is not breathing, immediately call 911. If you can, perform CPR.

Seek medical help for other serious injuries.

Do not attempt to move a person who is seriously injured unless there is an immediate danger of further injury.

Cover injured persons with blankets to keep them warm.

### Check for Hazards

**Fires:** If safe to do so, immediately extinguish a fire. Otherwise, call 911.

**Gas leaks:** If you suspect a gas leak or smell natural gas (rotten eggs), shut off the main gas valve. Note: Once you turn off the gas, do not turn it back on yourself. Wait for the gas utility company to check for leaks and have the company restore your service.

**Damaged electrical wiring:** Shut off your power at the control box.

**Downed or damaged utility lines:** Do not touch downed power lines or any objects in contact with them. Contact the local electric utility company.

**Spills:** If you can do so safely, clean up any spilled medications or spills of other potentially harmful materials such as bleach, lye, or gasoline.

**Downed or damaged chimneys:** Approach chimneys with caution; they may be weakened and could topple during aftershocks. Do not use a fireplace with a damaged chimney; the damage could cause a fire or leak toxic fumes into the home.

**Broken glass:** To avoid injuries, be sure to wear sturdy shoes.

**Fallen objects:** Look for objects that have fallen, being careful as you check closets and cupboards for objects that still might fall.



## Check Food and Water Supplies

**Lack of electricity and meal planning:** If you have no electricity, plan to first eat refrigerated and frozen foods that will spoil quickly. Refrigerated and frozen food will keep for at least two days if you do not open the doors too often.

**Using the stove:** If you suspect a gas leak, do not turn on a stove. Even an electric stove can create a spark that could cause an explosion.

**Outdoor cooking:** Only use barbecues or camp stoves outdoors. Do not use them indoors.



# Other Information

The pages that follow provide additional information that homeowners may find useful.

## Additional Resources

A number of additional resources on seismic safety and earthquake safety for homeowners are available both from the California Seismic Safety Commission and the Federal Emergency Management Administration (FEMA).

California Seismic Safety Commission:  
[www.ssc.ca.gov/forms\\_pubs/hog.html](http://www.ssc.ca.gov/forms_pubs/hog.html)

FEMA: [www.fema.gov](http://www.fema.gov)

California Building Standards Commission:  
[www.dgs.ca.gov/BSC/Codes](http://www.dgs.ca.gov/BSC/Codes)

IN THIS SECTION	PAGE
Additional Resources .....	34
Relevant State Seismic Safety Laws .....	35
Earthquake Insurance .....	37
Acknowledgments .....	38





## Relevant State Seismic Safety Laws

The full wording of these laws is available at  
<http://leginfo.legislature.ca.gov/faces/codes.xhtml>

### **Publishing the Guide** (Business and Professions Code, Section 10149)

The California Seismic Safety Commission is required to develop, adopt, publish, and update the *Homeowner's Guide to Earthquake Safety*, containing information on geologic and seismic hazards, explanations of structural and nonstructural earthquake hazards, and recommendations for mitigating these hazards.

### **Delivering this Guide** (Government Code, Section 8897.1- 8897.5)

Sellers of homes built before 1960 with one to four units of conventional light-frame construction must deliver to the buyer “as soon as practicable before the transfer” a copy of the Homeowner's Guide to Earthquake Safety and disclose certain earthquake deficiencies. The seller's real estate agent must provide the seller with a copy of this Guide to give to the buyer.

### **Water Heater Bracing** (Health and Safety Code, Section 19211)

Water heaters must be anchored or strapped to resist falling during an earthquake. The seller must certify to the potential buyer that the water heater is properly braced.

### **Disclosing Risks** (Civil Code, Section 1102 and following sections)

Sellers of real property must disclose known defects and deficiencies in the property including earthquake risks and hazards to prospective buyers.

### **Disclosing Natural Hazards** (Civil Code, Section 1103)

Sellers of real property must disclose, using the statutory Natural Hazard Disclosure Statement, whether the property is within any of the seven mapped natural hazard areas, including those areas with earthquake faults or those areas with potential for landslides or liquefaction.

**Earthquake Faults** (Public Resources Code, Section 2621 and following sections)

The Alquist-Priolo Earthquake Fault Zoning Act prohibits building for human occupancy astride active faults and requires sellers of existing residences to disclose to potential buyers, on a Natural Hazard Disclosure Statement, if the property is located in a designated fault zone.

**Landslide and Liquefaction** (Public Resources Code, Section 2694 and following sections)

The Seismic Hazard Mapping Act requires the State to prepare maps of the zones in California most susceptible to landslide and liquefaction hazards during earthquakes and requires sellers to disclose to buyers, on a Natural Hazard Disclosure Statement, if the property is in such a zone.



## Earthquake Insurance

Companies that sell residential property insurance in California are required by law to offer earthquake insurance to homeowners both at the time of initial sale of the policy and then every two years at the time of policy renewal.

The cost of earthquake insurance coverage is based on a number of factors, including a home's location, age, construction type, and value.

Every home is different. In considering earthquake insurance, a homeowner should evaluate the home's individual risk factors and then weigh the cost of earthquake coverage against the benefits. In other words, a homeowner should determine a home's potential for earthquake damage and the cost of repairs and compare these costs against the cost of coverage (less the deductible that is applicable to the policy). The advice of a licensed civil or structural engineer or architect can be helpful in determining a home's potential for damage and expected costs of repairs.

The California Earthquake Authority (CEA) website has an online calculator to help estimate earthquake insurance premiums. The calculator uses ZIP code, insured value, dwelling type, and desired coverage and deductible to estimate the premiums.

The CEA is required to provide, and the insurance companies are required to disclose, the availability of discounts on earthquake insurance premiums for older homes that have been strengthened to resist earthquake damage.

Residential insurance agents can also help homeowners locate earthquake insurers and estimate annual premiums.

California Earthquake Authority  
**[www.EarthquakeAuthority.com](http://www.EarthquakeAuthority.com)**

California Department of Insurance  
**[www.insurance.ca.gov](http://www.insurance.ca.gov)**

## Acknowledgments

### California Seismic Safety Commission

Hon. Michael Gardner, Chair, Local Government  
 Mia Marvelli, Vice Chair, Building Standards Commission  
 Ida A. Clair, Acting State Architect  
 Hon. Ken Cooley, State Assembly (Alternate: Elizabeth Hess)  
 Mark Ghilarducci, Office of Emergency Services  
 Hon. Jerry Hill, State Senate (Alternate: Caitlin Armstrong)  
 Dr. Jorge Fernando Meneses, Geotechnical Engineer  
 Dr. Kit Miyamoto, Structural Engineer  
 Hon. David Rabbitt, Local Government  
 Hon. Cindy Silva, Local Government  
 Timothy Strack, Fire Protection  
 Fuad Sweiss, Mechanical Engineer  
 Andrew (Andy) Tran, Insurance  
 Ivan Wong, Seismologist

### Commission Staff

Richard McCarthy, Executive Director  
 Robert Anderson  
 Lena Daniel  
 Michael Orille  
 Fred Turner  
 Salina Valencia

The Commission appreciates the assistance of the following organizations and individuals in preparing this version and prior versions of the Guide:

American Red Cross	City of Los Angeles
American Society of Home Inspectors	Earthquake Engineering Research Institute
Association of Bay Area Governments	Randy Goodwin, City Architect/Building Official, City of West Sacramento
AT&T (SBC)	Humboldt Earthquake Education Center
Building Education Center	International Code Council
California Association of Realtors	San Diego Association of Governments
California Building Officials	Southern California Association of Governments
California Council of the American Institute of Architects	Southern California Gas Company/SEMPRA
California Geological Survey	Structural Engineers Association of California
California Real Estate Inspection Association	
California Governor's Office of Emergency Services	



# BUYER'S INVESTIGATION ADVISORY

(C.A.R. Form BIA, Revised 12/21)

Property Address **768 Stewart Avenue, Daly City, CA 94015**

1. **IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. 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 the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further 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. **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
3. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
  - A. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
  - B. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
  - C. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
  - D. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
  - E. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
  - F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
  - G. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
  - H. **FIRE, HAZARD, AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
  - I. **BUILDING PERMITS, ZONING, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/mailling address and zip code may not accurately reflect the city which has jurisdiction over the property.
  - J. **RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
  - K. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

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BIA REVISED 12/21 (PAGE 1 OF 2)



## BUYER'S INVESTIGATION ADVISORY (BIA PAGE 1 OF 2)

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Phone: 650.758-0700

Fax: 888-910-7763

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**L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

**By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.**

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

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

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**BUYER'S INVESTIGATION ADVISORY (BIA PAGE 2 OF 2)**

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CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**BUYER'S INVESTIGATION ELECTIONS No. \_\_\_\_\_**  
(C.A.R. Form BIE, Revised 12/21)

Property Address: 768 Stewart Avenue, Daly City, CA 94015

This form is intended for use between a buyer and buyer's broker. It does not alter the legal or contractual relationship between buyer and seller.

**A. IMPORTANCE OF PROPERTY INVESTIGATION:** Unless otherwise specified in the Agreement, the physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. A Broker's inspection is limited visual inspection (see C.A.R. Form AVID); a Broker is not qualified to conduct the inspections listed below nor will Broker conduct these inspections checked by Buyer. For these reasons, you should conduct thorough inspections, investigations, tests, surveys and other studies (Inspections) of the Property personally and with appropriate professionals (see C.A.R. Form BIA and SBSA) who should provide written reports of their Inspections. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If any professional recommends further Inspections, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional Inspections.

**B. BUYER RIGHTS AND DUTIES:** You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and to investigate and verify information and facts that you know or that are within your diligent attention and observation. The Agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of the Agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of Inspections with the professional who conducted the Inspection.

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

**IF ANY BOX BELOW IS CHECKED, BUYER AGREES TO PAY FOR THE SPECIFIED INSPECTION UNLESS OTHERWISE AGREED IN THE PURCHASE AGREEMENT. BUYER IS RESPONSIBLE FOR CHOOSING THE PROVIDER AND ORDERING THE INSPECTION. IF YOU DO NOT SPECIFICALLY REQUEST A PARTICULAR INSPECTION NOW, YOU MAY DO SO IN THE FUTURE, IN WRITING. HOWEVER, IF YOUR CONTRACTUAL INVESTIGATION PERIOD HAS EXPIRED, SELLER MAY NOT ALLOW THE INSPECTIONS AT THAT TIME.**

**D. BUYER INVESTIGATION:** Buyer represents and agrees that Buyer has independently considered the available Inspections and Investigations and AT THIS TIME has decided to order only those Inspections and Investigations checked below. Buyer may elect to change these elections during Buyer's investigation period. If Buyer does not investigate any of these items during the contractual investigation period, Buyer may lose the right to investigate these items later.

- |   |   |
|---|---|
| 1. <input type="checkbox"/> GENERAL HOME INSPECTION       | 23. <input type="checkbox"/> RADON GAS                          |
| 2. <input type="checkbox"/> WOOD DESTROYING PESTS         | 24. <input type="checkbox"/> FORMALDEHYDE                       |
| 3. <input type="checkbox"/> CHIMNEY                       | 25. <input type="checkbox"/> ASBESTOS                           |
| 4. <input type="checkbox"/> ELECTRICAL                    | 26. <input type="checkbox"/> METHANE GAS                        |
| 5. <input type="checkbox"/> HEATING/AIR CONDITIONING      | 27. <input type="checkbox"/> MOLD                               |
| 6. <input type="checkbox"/> LEAD PAINT                    | 28. <input type="checkbox"/> PERMITS                            |
| 7. <input type="checkbox"/> PLUMBING                      | 29. <input type="checkbox"/> PUBLIC RECORDS                     |
| 8. <input type="checkbox"/> SQUARE FOOTAGE                | 30. <input type="checkbox"/> ZONING                             |
| 9. <input type="checkbox"/> STRUCTURAL                    | 31. <input type="checkbox"/> GOVERNMENT REQUIREMENTS            |
| 10. <input type="checkbox"/> EASEMENTS/ENCROACHMENTS      | 32. <input type="checkbox"/> VACANT LAND/CONSTRUCTION FINANCING |
| 11. <input type="checkbox"/> FOUNDATION/SLAB              | 33. <input type="checkbox"/> CONSTRUCTION COSTS                 |
| 12. <input type="checkbox"/> LOT SIZE                     | 34. <input type="checkbox"/> AVAILABILITY OF UTILITIES          |
| 13. <input type="checkbox"/> BOUNDARIES                   | 35. <input type="checkbox"/> ENVIRONMENTAL SURVEY               |
| 14. <input type="checkbox"/> POOL/SPA                     | 36. <input type="checkbox"/> NATURAL HAZARDS REPORTS            |
| 15. <input type="checkbox"/> ROOF                         | 37. <input type="checkbox"/> SUBDIVISION OF PROPERTY            |
| 16. <input type="checkbox"/> SEWER                        | 38. <input type="checkbox"/> USAGE (INCLUDING ADUs)             |
| 17. <input type="checkbox"/> SEPTIC SYSTEM                | 39. <input type="checkbox"/> INSURABILITY                       |
| 18. <input type="checkbox"/> SOIL STABILITY               | 40. <input type="checkbox"/> OTHER _____                        |
| 19. <input type="checkbox"/> SURVEY                       | 41. <input type="checkbox"/> OTHER _____                        |
| 20. <input type="checkbox"/> TREE/ARBORIST                | 42. <input type="checkbox"/> OTHER _____                        |
| 21. <input type="checkbox"/> WELL                         |   |
| 22. <input type="checkbox"/> WATER SYSTEMS AND COMPONENTS |   |

Buyer ☒ \_\_\_\_\_ Date \_\_\_\_\_

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

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**BIE Revised 12/21 (PAGE 1 OF 1)**



**BUYER'S INVESTIGATION ELECTION (BIE PAGE 1 OF 1)**

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# BUYER'S INSPECTION WAIVER

(C.A.R. Form BIW, Revised 12/21)

Property Address: 768 Stewart Avenue, Daly City, CA 94015 ("Property").

This form is intended for use between a buyer and buyer's broker. It 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: Buyer has received a:

- ☒ General Home Inspection Report prepared by ALONZO INSPECTIONS dated 01/15/2025,  
☒ Wood Destroying Pest and Organism Report prepared by BLUEBIRD INSPECTIONS dated 01/14/2025,  
☒ Other Prelim Report prepared by USA NATIONAL TITLE dated \_\_\_\_\_,

**That report recommends** that Buyer obtain additional Investigations, Broker recommends that Buyer obtain those additional investigations. **IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

\_\_\_\_\_/\_\_\_\_\_. Buyer has decided not to obtain any of the additional inspections, 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 12/21 (PAGE 1 OF 1)

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

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# CARBON MONOXIDE DETECTOR NOTICE

(C.A.R. Form CMD, 4/12)

## 1. INSTALLATION OF CARBON MONOXIDE DETECTORS:

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

## 2. DISCLOSURE OF CARBON MONOXIDE DETECTORS:

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

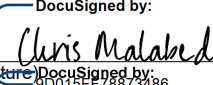
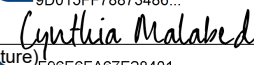
## 3. COMPLIANCE WITH INSTALLATION REQUIREMENT:

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

## 4. LOCAL REQUIREMENTS:

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

The undersigned hereby acknowledge(s) receipt of a copy of this Carbon Monoxide Detector Notice.

DocuSigned by:			
Seller/Housing Provider <input checked="" type="checkbox"/>		<b>Christopher C. Malabed</b>	Date <u>2/6/2025</u>
	(Signature) 9D015FF78873486...	(Print Name)	
Seller/Housing Provider <input checked="" type="checkbox"/>		<b>Cynthia V. Malabed</b>	Date <u>2/6/2025</u>
	(Signature) F96E6FA67E28401...	(Print Name)	
Buyer/Tenant <input checked="" type="checkbox"/>	_____	_____	Date _____
	(Signature)	(Print Name)	
Buyer/Tenant	_____	_____	Date _____
	(Signature)	(Print Name)	

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**CMD 4/12 (PAGE 1 OF 1)**



## CARBON MONOXIDE DETECTOR NOTICE (CMD PAGE 1 OF 1)

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Sonny (AKA) Bernard S.

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Phone: 650.758-0700 Fax: 888-910-7763  
www.lwolf.com

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# CONFIRMATION OF REAL ESTATE AGENCY RELATIONSHIPS

(As required by the Civil Code)  
(C.A.R. Form AC, Revised 12/21)

Subject Property Address 768 Stewart Avenue, Daly City, CA 94015

This is (or ☐ is NOT) an amendment to, and supersedes, the agency confirmation in the purchase agreement.

The following agency relationship(s) is/are hereby confirmed for this transaction:

**CONFIRMATION:** The following agency relationships are confirmed for this transaction:

**Seller's Brokerage Firm** The Mavericks Realty License Number 02002805

Is the broker of (check one) ☐ the Seller/Landlord; or ☐ both the Buyer/Tenant and Seller/Landlord (dual agent).

Seller's Agent Bernard S. Tan License Number 01296246

Is (check one) ☐ the Seller's/Landlord's Agent (salesperson or broker associate); or ☐ both the Buyer's/Tenant's and Seller's/Landlord's Agent (dual agent).

**Buyer's Brokerage Firm** License Number \_\_\_\_\_

Is the broker of (check one) ☐ the Buyer/Tenant; or ☐ both the Buyer/Tenant and Seller/Landlord (dual agent).

Buyer's Agent License Number \_\_\_\_\_

Is (check one) ☐ the Buyer's/Tenant's Agent (salesperson or broker associate); or ☐ both the Buyer's/Tenant's and Seller's/Landlord's Agent (dual agent).

## I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONFIRMATION.

Seller/Landlord ☒ Chris Malabed Date 2/6/2025  
DocuSigned by: Christopher G. Malabed

Seller/Landlord ☒ Cynthia Malabed Date 2/6/2025  
DocuSigned by: Cynthia V. Malabed

Buyer/Tenant ☒ Date \_\_\_\_\_

Buyer/Tenant Date \_\_\_\_\_

Seller's Brokerage Firm The Mavericks Realty

Signed by: B. Santiago S. Tan Date 2/6/2025  
DocuSigned by: Bernard S. Tan

Buyer's Brokerage Firm \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

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

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AC REVISED 12/21 (PAGE 1 OF 1)



## CONFIRMATION REAL ESTATE AGENCY RELATIONSHIPS (AC PAGE 1 OF 1)

The Mavericks Realty- DRE#02002805 333 Gellert Boulevard Ste. 150 Daly City, CA 94015  
Sonny (AKA) Bernard S.

Phone: 650.758-0700

Fax: 888-910-7763

MALABED,

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





# DECLARATION REGARDING REAL ESTATE LICENSE AND TAX REPORTING

(C.A.R Form DLT, Revised 12/21)

This declaration is made in connection with the Purchase Agreement, OR ☐ Other \_\_\_\_\_  
 dated \_\_\_\_\_ on Property known as 768 Stewart Avenue, Daly City, CA 94015,  
 in which, \_\_\_\_\_ is referred to as Buyer/Tenant  
 and Christopher C. Malabed, Cynthia V. Malabed is referred to as Seller/Landlord.

1. A. I, Bernard S. Tan (print name), am  
☒ (i) a real estate salesperson.  
☐ (ii) a real estate broker working as a broker-associate and the transaction will be conducted under another broker's license.  
☐ (iii) a real estate broker and the transaction will be conducted under my own license.  
 B. I have a valid current real estate license. My real estate license number is: 01296246  
 C. The Broker under whose license the transaction will be conducted is the Cooperating Broker representing the Buyer/Tenant.  
 D. ☒ If 1.A. (i) or (ii) is checked, the name and real estate license number of the Broker under whose license this transaction will be conducted are The Mavericks Realty (print Broker name) 02002805 (DRE Lic. #).  
 E. The licensing information above may be verified by checking the California Department of Real Estate website (<http://www2.dre.ca.gov/PublicASP/pplinfo.asp>).

I, declare for myself (and, if applicable, also my real estate Broker), under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Signed by: B. Santiago S. Tan   
 Real Estate Salesperson/Broker Associate/Broker Bernard S. Tan Date: 2/6/2025  
 B66403EB9169472...

2. **TAX REPORTING - SUBSTITUTE W-9:** The Listing Broker is required to report to the applicable state and federal tax collection agency payments made to the Cooperating Broker identified above UNLESS THE COOPERATING BROKER IS A CORPORATION. If a taxpayer identification number is not provided, Listing Broker may withhold, from the payment to the Cooperating Broker, the amount required for withholding by the state and federal tax collection agencies, unless an exemption to reporting is documented below, or elsewhere in writing. For a copy of the W-9 instructions go to <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

A. **Cooperating Broker** is (check the appropriate box): ☐ an Individual/Sole Proprietor, ☐ a Partnership, or ☐ a Corporation and no tax reporting is required. If the Corporation's name is different from Broker's name above, the Corporation's name is \_\_\_\_\_

B. **Taxpayer Identification Number ("TIN"):** Unless exempt, the Cooperating Broker's TIN is: (social security number) \_\_\_\_/\_\_\_\_/\_\_\_\_, (employer identification number) \_\_\_\_/\_\_\_\_.

C. **CERTIFICATION:** Under penalty of perjury I, the Cooperating Broker or the person authorized to sign for the Cooperating Broker, certify that:

- (1) The TIN shown on this form is the Cooperating Broker's correct tax identification number.
  - (2) The Cooperating Broker is not subject to backup withholding due to the failure to report interest and dividend income.
  - (3) The Cooperating Broker is a U.S. citizen or other U.S. person (as defined in the W-9 instructions).
  - (4) The Cooperating Broker is exempt from Foreign Account Tax Compliance Act (FATCA) withholding.
- The Internal Revenue Service does not require your consent to any provision of this document other than the certifications above in order to avoid backup withholding.

Real Estate Broker (Cooperating Broker) \_\_\_\_\_ Date: \_\_\_\_\_

By: (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

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DLT REVISED 12/21 (PAGE 1 OF 1)



## DECLARATION REGARDING REAL ESTATE LICENSE AND TAX REPORTING (DLT PAGE 1 OF 1)

The Mavericks Realty- DRE#02002805 333 Gellert Boulevard Ste. 150 Daly City, CA 94015  
 Sonny (AKA) Bernard S.

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Phone: 650.758-0700

Fax: 888-910-7763

[www.lwolf.com](http://www.lwolf.com)

MALABED,



# DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)  
(C.A.R. Form AD, Revised 12/21)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

## SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

## BUYER'S AGENT

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

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

## AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

## SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

Disclosed by: Christopher C. Malabed Date 2/6/2025  
 Disclosed by: Cynthia V. Malabed Date 2/6/2025  
 Agent Signed by: The Mavericks Realty DRE Lic. # 02002805  
 By B. Santiago S. Tan Bernard S. Tan DRE Lic. # 01296246 Date 2/6/2025  
 (Salesperson or Broker-Associate, if any)

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AD REVISED 12/21 (PAGE 1 OF 2)

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

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MALABED,





**CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)**

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

**(a)** "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

**2079.14.** A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

**2079.15.** In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.16** Reproduced on Page 1 of this AD form.

**2079.17(a)** As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

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

Seller's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		

**(d)** The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

**2079.18** (Repealed pursuant to AB-1289)

**2079.19** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

**2079.21 (a)** A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered.

**(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

**2079.22** Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

**2079.23** A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

**2079.24** Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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**AD REVISED 12/21 (PAGE 2 OF 2)**

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





# CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice ([oag.ca.gov/privacy/ccpa](http://oag.ca.gov/privacy/ccpa)). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA ([cppa.ca.gov/regulations/](http://cppa.ca.gov/regulations/)).

**I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.**

DocuSigned by:  
Buyer/Seller/Landlord/Tenant Chris Malabed Date 2/6/2025  
*Christopher O. Malabed*  
Buyer/Seller/Landlord/Tenant Cynthia Malabed Date 2/6/2025  
*Cynthia V. Malabed*

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## CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

The Mavericks Realty- DRE#02002805 333 Gellert Boulevard Ste. 150 Daly City, CA 94015  
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MALABED,



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

# DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)  
(C.A.R. Form AD, Revised 12/21)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

## SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

## BUYER'S AGENT

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

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

## AGENT REPRESENTING BOTH SELLER AND BUYER

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- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

## SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant \_\_\_\_\_ Date \_\_\_\_\_

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant \_\_\_\_\_ Date \_\_\_\_\_

Agent \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

Real Estate Broker (Firm)

By \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

(Salesperson or Broker-Associate, if any)

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AD REVISED 12/21 (PAGE 1 OF 2)



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

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MALABED,



**CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)**

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

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

Seller's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c)

"Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/21 (PAGE 2 OF 2)

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





## CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice ([oag.ca.gov/privacy/ccpa](http://oag.ca.gov/privacy/ccpa)). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA ([cppa.ca.gov/regulations/](http://cppa.ca.gov/regulations/)).

**I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.**

Buyer/Seller/Landlord/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Seller/Landlord/Tenant \_\_\_\_\_ Date \_\_\_\_\_

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**CCPA REVISED 12/22 (PAGE 1 OF 1)**

### CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

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MALABED,



# FHA/VA Amendatory Clause

(C.A.R. Form FVAC, Revised 12/21)

This is an addendum to the Purchase Agreement, OR ☐ Other \_\_\_\_\_ ("Agreement"),  
 dated \_\_\_\_\_, on property known as 768 Stewart Avenue, Daly City, CA 94015 ("Property"),  
 between \_\_\_\_\_ ("Buyer"),  
 and Christopher C. Malabed, Cynthia V. Malabed ("Seller").  
 Buyer and Seller are referred to as the "Parties"

1. "It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$ \_\_\_\_\_. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure or Department of Veterans Affairs will guaranty. Neither HUD or VA warrant the value or the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable."

If, after signing this Amendatory Clause, the purchase price increases, Buyer and Seller agree to sign, before Close Of Escrow, a new amendatory clause that reflects the final purchase price agreed to by Buyer and Seller.

For FHA transactions, the Amendatory Clause is not required on HUD REO sales, sales where the seller is Fannie Mae, Freddie Mac, the Department of Veterans Affairs, Rural Housing Services, other Federal, State and local government agencies, mortgagees disposing of REO assets, or sellers at foreclosure sales and those sales where the borrower will not be an owner-occupant (e.g., sales to nonprofit agencies).

2. **CERTIFICATION:** The undersigned Buyer, Seller, and real estate agent(s) or broker(s) hereby certify that the terms and conditions of the sales contract referenced above are true to the best of their knowledge and belief and that any other agreement entered into by any of the parties in connection with the real estate transaction is part of, or attached to, the sales agreement.

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties can include fine, imprisonment, or both. Title 18 U.S. Code § 1001 et seq.

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

Buyer ☒ \_\_\_\_\_ Date \_\_\_\_\_

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

Seller ☒ Chris Malabed Christopher C. Malabed Date 2/6/2025

Seller ☒ Cynthia Malabed Cynthia V. Malabed Date 2/6/2025

Buyer's Real Estate Broker \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

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

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

Seller's Real Estate Broker The Mavericks Realty DRE Lic. # 02002805

By B. Santiago S. Tan Bernard S. Tan DRE Lic. # 01296246 Date 2/6/2025

Address 333 Gellert Blvd., Suite 150 City Daly City State CA Zip 94015

Telephone (650)758-0700 Fax (888)910-7763 Email sonnytan@mavericksfinancialservices.com

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FVAC REVISED 12/21 (PAGE 1 OF 1)



## FHA/VA Amendatory Clause (FVAC PAGE 1 OF 1)

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MALABED,





## FOR YOUR PROTECTION: GET A HOME INSPECTION

### Required For FHA Transactions

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

#### Why You Need a Home Inspection

Buying a home is probably the biggest investment you will ever make. The purpose of a home inspection is to inform and educate you about the property before you make a financial commitment. A home inspection will give you more detailed information about the overall condition of the house you want to buy.

#### Be an Informed Buyer

A home inspection will only occur if you arrange for one; FHA does not perform home inspections. For a fee, a qualified inspector will take an unbiased look at your potential new home to evaluate its physical condition; estimate the remaining useful life of the major systems, equipment, structure, and finishes; and identify any items that need to be repaired or replaced. If you request an inspection early in the process, you may be able to make your purchase contract contingent on its results.

#### What is Included in the Inspection?

To better understand what to expect in the home inspection, ask the prospective inspector for their Standards of Practice (SOP) or for a sample home inspection report.

#### How to Find an Inspector

To find a qualified home inspector ask for references from friends, real estate professionals, local licensing authorities and organizations that qualify and test home inspectors.

#### Appraisals are NOT Home Inspections!

An appraisal is required to estimate the home's value for your lender and does not replace a home inspection. FHA does not guarantee the value or condition of your new home. If you find problems with your home after closing, FHA cannot give or lend you money for repairs, and FHA cannot buy the home back from you.

#### Radon Gas Testing and Other Health or Safety Issues

The Environmental Protection Agency and the Surgeon General recommend that all houses be tested for radon. For more information, call the toll-free National Radon Information Line at 1-800-SOS-Radon (1-800-767-7236). Ask your inspector if additional health and safety tests are relevant for your home, such as mold; air or water quality; presence of asbestos, lead paint, or urea formaldehyde insulation; or pest infestations.

#### I(we) acknowledge receipt of this For Your Protection: Get a Home Inspection.

Buyer: **X** \_\_\_\_\_ Date \_\_\_\_\_  
 Buyer: \_\_\_\_\_ Date \_\_\_\_\_

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

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MALABED,



**LOAN BROKER-SALES BROKER DISCLOSURE**  
**Disclosure of Broker's Role and Compensation for Both Representing**  
**a Principal and Arranging Financing on the Same Transaction**  
 (C.A.R Form LBSB, Revised 12/23)

This Disclosure statement concerns the financing and sale of real property situated in the City of Daly City,  
 County of San Mateo, State of California, described as 768 Stewart Avenue (Property)  
 pursuant to the Residential Purchase Agreement or ☐ Other \_\_\_\_\_,  
 dated \_\_\_\_\_ between \_\_\_\_\_ (Buyer)  
 and Christopher C. Malabed, Cynthia V. Malabed (Seller).

**1. DISCLOSURE OF AGENT FOR SALE AND FINANCING:**

California Business and Professions Code §10131 permits a person or entity licensed as a real estate broker to, among other things, represent others in the sale of real estate as well as to represent borrowers or lenders in connection with loans secured by liens on real estate. If the Broker is acting in both capacities in the same transaction, Business and Professions Code §10177.6 requires a disclosure to all Parties within 24 hours.

In the above transaction, Mavericks Financial Services (Broker) is  
 arranging financing in connection with that transaction and also represents ☐ Buyer ☐ Seller.

**Principal acknowledges that Principal has read, understands and has received a copy of this Disclosure of Agent for Sale and Financing.**

Buyer _____	Date _____
Buyer _____	Date _____
Seller <u>Christopher C. Malabed</u>	Date <u>2/6/2025</u>
Seller <u>Cynthia V. Malabed</u>	Date <u>2/6/2025</u>
Broker <u>Mavericks Financial Services</u>	Lic. # <u>02002805</u>
By <u>B. Santiago S. Tan</u>	Date <u>2/6/2025</u>
(Salesperson or Broker-Associate)	
<u>Bernard S. Tan</u>	Lic. # <u>01296246</u>

**2. DISCLOSURE OF AMOUNT, FORMS AND SOURCE OF COMPENSATION:**

The California Department of Real Estate Regulation 2904 requires a Broker acting as a loan broker and sales broker in the same transaction to disclose to all parties the amount, source and form of compensation for such activities before Close of Escrow. Broker has received or anticipates receiving the following as compensation for services in the transaction:

**A. FOR THE SALE:**

Amount: ☐ 6.000 % of sales/lease price, or ☐ \$ \_\_\_\_\_  
 Form of compensation (if other than cash or check): \_\_\_\_\_  
 Source of payment: ☐ Buyer ☒ Seller ☐ Other \_\_\_\_\_

**B. FOR ARRANGING FINANCING:**

Amount: ☐ 2.250 % of financed amount, OR ☐ \$ \_\_\_\_\_  
 Form of compensation (if other than cash or check): \_\_\_\_\_  
 Source of payment: ☒ Borrower ☒ Lender ☐ Other \_\_\_\_\_

**Principal acknowledges that Principal has read, understands and has received a copy of this Disclosure of Amount, Forms and Source of Compensation.**

Buyer _____	Date _____
Buyer _____	Date <u>2/6/2025</u>
Seller <u>Christopher C. Malabed</u>	Date <u>2/6/2025</u>
Seller <u>Cynthia V. Malabed</u>	Date <u>2/6/2025</u>
Broker <u>Mavericks Financial Services</u>	Lic. # <u>02002805</u>
By <u>B. Santiago S. Tan</u>	Date <u>2/6/2025</u>
(Salesperson or Broker-Associate)	
<u>Bernard S. Tan</u>	Lic. # <u>01296246</u>



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**LBSB REVISED 12/23 (PAGE 1 OF 1)**

**LOAN BROKER-SALES BROKER DISCLOSURE (LBSB PAGE 1 OF 1)**

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 Sonny (AKA) Bernard S.

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

Fax: 888-910-7763  
[www.lwolf.com](http://www.lwolf.com)

MALABED,



**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, 12/21)

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: 768 Stewart Avenue, Daly City, CA 94015 ("Property")  
 in which \_\_\_\_\_ is referred to as Buyer or Tenant  
 and Christopher C. Malabed, Cynthia V. Malabed 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 lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

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

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

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

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

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

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

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

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

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

<b>X</b>	<u>Chris Malabed</u>	2/6/2025
	Seller or Housing Provider <u>Christopher C. Malabed</u>	Date
<b>X</b>	<u>Cynthia Malabed</u>	2/6/2025
	Seller or Housing Provider <u>Cynthia V. Malabed</u>	Date



Property Address: **768 Stewart Avenue, Daly City, CA 94015**

Date \_\_\_\_\_

**2. LISTING AGENT'S ACKNOWLEDGMENT**

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.**

**The Mavericks Realty**

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

Signed by: **B. Santiago S. Tan**  2/6/2025  
By \_\_\_\_\_  
Associate-Licensee or Broker Signature Date  
**Bernard S. Tan**

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

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

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

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

**X** \_\_\_\_\_ Date \_\_\_\_\_  
Buyer or Tenant Buyer or Tenant Date

**4. COOPERATING AGENT'S ACKNOWLEDGMENT**

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.**

\_\_\_\_\_ By \_\_\_\_\_  
Agent (Broker obtaining the Offer) Associate-Licensee or Broker Signature Date

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LPD 12/21 (PAGE 2 OF 2)

**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](http://www.lwolf.com)

MALABED,





## 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 2/6/2025

Seller **X** \_\_\_\_\_ Date 2/6/2025

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**MCA REVISED 6/24 (PAGE 2 OF 2)**

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

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**MALABED,**







**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: 768 Stewart Avenue, Daly City, CA 94015, in which \_\_\_\_\_ is referred to as Buyer/Tenant and Christopher C. Malabed, Cynthia V. Malabed 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](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

(Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Brokers do not have expertise in this area.)

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Seller/Housing Provider Chris Malabed Date 2/6/2025  
Christopher C. Malabed

Seller/Housing Provider Cynthia Malabed Date 2/6/2025  
Cynthia V. Malabed

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**DBD REVISED 6/23 (PAGE 1 OF 1)**

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

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**MALABED,**



**NOTICE OF YOUR "SUPPLEMENTAL"  
PROPERTY TAX BILL**  
(C.A.R. Form SPT, 12/21)

Name of Buyer(s) \_\_\_\_\_  
 Property Address **768 Stewart Avenue**  
**Daly City, CA 94015**

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."

**Buyer acknowledges Buyer has read, understands and has received a copy of this "Notice of Your 'Supplemental' Property Tax Bill".**

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

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

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**SPT 12/21 (PAGE 1 OF 1)**

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

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MALABED,



# MORTGAGE LOAN DISCLOSURE STATEMENT SUBSTITUTE

To be used with a written Loan Estimate satisfying the  
TILA-RESPA Integrated Disclosure Rules  
(C.A.R. Form MSS, Revised 12/23)

***The Mavericks Realty***

(Name of Broker/Arranger of Credit)

***333 Gellert Blvd., Suite 150, Daly City, CA 94015***

(Business Address of Broker)

This Substitute concerns the proposed loan terms for property described as ***768 Stewart Avenue***, situated in ***Daly City*** (City), ***San Mateo*** (County), ***94015*** (Zip Code), California, Assessor's Parcel No. ***006-111-310*** ("Property").

Attached to this Substitute is a completed Loan Estimate satisfying the TILA-RESPA Integrated Disclosure rules. The Loan Estimate does not constitute a loan commitment.

Borrower/Buyer may check the license status of the broker and/or loan officer by calling the Department of Real Estate's license information telephone number at 1-877-373-4542 or visiting the DRE's Web site at [www.dre.ca.gov](http://www.dre.ca.gov).

This Substitute and the Loan Estimate must be signed in order to exempt the Broker/Arranger of Credit from the obligation to provide a separate Mortgage Loan Disclosure Statement.

Date \_\_\_\_\_ BUYER \_\_\_\_\_  
(Print name) \_\_\_\_\_

Real Estate Broker \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
By \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

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MSS Revised 12/23 (PAGE 1 OF 1)



## MORTGAGE LOAN DISCLOSURE STATEMENT SUBSTITUTE (MSS PAGE 1 OF 1)

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MALABED,



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

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

**Multiple Buyers:** Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

**Multiple Sellers:** Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

**Dual Agency:** If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

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

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

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

DocuSigned by:  
 Seller ☒ Christopher C. Malabed **Christopher C. Malabed** Date 2/6/2025  
 Seller ☒ Cynthia V. Malabed **Cynthia V. Malabed** Date 2/6/2025  
 Buyer ☒ F96E6FA67E28401... Date \_\_\_\_\_  
 Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Buyer's Brokerage Firm \_\_\_\_\_ DRE Lic # \_\_\_\_\_  
 By \_\_\_\_\_ DRE Lic # \_\_\_\_\_ Date \_\_\_\_\_  
 Seller's Brokerage Firm The Mavericks Realty DRE Lic # 02002805  
 By B. Santiago S. Tan DRE Lic # 01296246 Date 2/6/2025  
Bernard S. Tan

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 525 South Virgil Avenue, Los Angeles, California 90020



PRBS REVISED 12/21 (PAGE 1 OF 1)

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



**RADON GAS AND MOLD NOTICE AND RELEASE AGREEMENT**  
**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
 OFFICE OF HOUSING, FEDERAL HOUSING COMMISSIONER  
 (C.A.R. Form RGM, Revised 12/23)

Name of Buyer \_\_\_\_\_ ("Purchaser")  
 Property Case #: \_\_\_\_\_  
 Property address: 768 Stewart Avenue  
Daly City, CA 94015

**PURCHASERS ARE HEREBY NOTIFIED AND UNDERSTAND THAT RADON GAS AND SOME MOLDS HAVE THE POTENTIAL TO CAUSE SERIOUS HEALTH PROBLEMS.**

Purchaser acknowledges and accepts that the HUD-owned property described above (the "Property") is being offered for sale "**AS IS**" with no representations as to the condition of the Property. The Secretary of the U.S. Department of Housing and Urban Development, his/her officers, employees, agents, successors and assigns (the "Seller") and \_\_\_\_\_ (name of M & M Contractor), an independent management and marketing contractor ("M & M Contractor") to the Seller, have no knowledge of radon or mold in, on, or around the Property other than what may have already been described on the web site of the Seller or M & M Contractor or otherwise made available to Purchaser by the Seller or M & M Contractor.

Radon is an invisible and odorless gaseous radioactive element. Mold is a general term for visible growth of fungus, whether it is visible directly or is visible when barriers, such as building components (for example, walls) or furnishings (for example, carpets), are removed.

Purchaser represents and warrants that Purchaser has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or M & M Contractor as to the presence of radon or mold and that the Purchaser has not relied on the Seller's or M & M Contractor's failure to provide information regarding the presence or effects of any radon or mold found on the Property.

Real Estate Brokers and Agents are not generally qualified to advise purchasers on radon or mold treatment or its health and safety risks. **PURCHASERS ARE ENCOURAGED TO OBTAIN THE SERVICES OF A QUALIFIED AND EXPERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS REGARDING RADON AND MOLD PRIOR TO CLOSING.** Purchasers are hereby notified and agree that they are solely responsible for any required remediation and/or resulting damages, including, but not limited to, any effects on health, due to radon or mold in, on or around the property.

In consideration of the sale of the Property to the undersigned Purchaser, Purchaser does hereby release, indemnify, hold harmless and forever discharge the Seller, as owner of the Property and separately, M & M Contractor, as the independent contractor responsible for maintaining and marketing the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities, or causes of action of any kind that the Purchaser may now have or at any time in the future may have against the Seller and/or M & M Contractor resulting from the presence of radon or mold in, on or around the Property.

Purchaser has been given the opportunity to review this Release Agreement with Purchaser's attorney or other representatives of Purchaser's choosing, and hereby acknowledges reading and understanding this Release. Purchaser also understands that the promises, representations and warranties made by Purchaser in this Release are a material inducement for Seller entering into the contract to sell the Property to Purchaser.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Purchaser's Signature **X** \_\_\_\_\_ Purchaser's Signature \_\_\_\_\_

(Print Name)

(Print Name)

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**RGM REVISED 12/23 (PAGE 1 OF 1)**



**RADON GAS AND MOLD NOTICE (RGM PAGE 1 OF 1)**

The Mavericks Realty- DRE#02002805 333 Gellert Boulevard Ste. 150 Daly City, CA 94015  
 Sonny (AKA) Bernard S.

Phone: 650.758-0700  
 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: 888-910-7763  
[www.lwof.com](http://www.lwof.com)

MALABED,





# REALTORS® ACKNOWLEDGEMENT

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

## Do you know whether each real estate licensee in your transaction is or is not a REALTOR®?

While all **REALTORS®** have a real estate license, not all real estate licensees are **REALTORS®**.

Generally, under state law, one must obtain a real estate license in order to represent another in a real estate transaction. One can obtain a real estate license by taking required classes and passing a written test.

However, in order to be a **REALTOR®**, one must not only have a real estate license but must also subscribe to the Code of Ethics published by the National Association of REALTORS® (NAR). The word "**REALTOR®**" is a trademark of the NAR and its use identifies a person who has voluntarily joined the NAR and subscribes to its Code of Ethics. **REALTORS®** are not just members of a national trade association. **REALTORS®** also are typically members of a state and local association of **REALTORS®**, and agree to abide by the bylaws, rules and regulations of those associations.

The distinction between **REALTORS®** and those who only have a real estate license is so significant that in some states a person can have his or her real estate license revoked if he or she uses the term **REALTOR®** without actually being a member of the National Association of **REALTORS®**.

**REALTORS®** pledge themselves to the Code of Ethics and related Standards of Practice covering duties to Clients and Customers, duties to the Public and duties to fellow REALTORS®. The Code of Ethics and Standards of Practice are available for viewing at: <https://www.nar.realtor/about-nar/governing-documents/code-of-ethics/2023-code-of-ethics-standards-of-practice>. If someone believes a REALTOR® has violated the Code of Ethics, they can file a complaint at the REALTOR®'s local association and the REALTOR® will be disciplined if it is determined after a hearing that a violation has occurred.

**REALTORS®**, as a group, support housing affordability, contribute to and distribute disaster relief aid, provide scholarships, and support laws promoting homeownership and private property rights.

**REALTORS®** pledge themselves to fairness and integrity in pursuing business relations.

We pride ourselves in giving good service and behaving ethically as we believe that serves clients and customers well. However, if you become dissatisfied for any reason, I hope you will contact me immediately so that we can resolve the matter. I also want you to know that if I am a salesperson or broker-associate, I perform real estate licensed activity through a real estate brokerage firm and, if applicable, my broker is listed below. If you need to, you may contact my broker to further resolve any issues. Finally, the local Association may be able to assist you if attempting to resolve a matter directly with me or my broker is not to your satisfaction. I will work diligently to make sure it won't be necessary but want you to have the contact numbers listed below to reinforce my commitment.

☒ The real estate licensee below represents that he/she is a REALTOR® and is a member of a local association of REALTORS®, the CALIFORNIA ASSOCIATION OF REALTORS® and the NATIONAL ASSOCIATION OF REALTORS®.

B. Santiago S. Tan  Date 2/6/2025

(REALTOR® Signature)

(Print Name) Bernard S. Tan

Email sonnytan@mavericksfinancialservices.com Phone # (650)758-0700

Real Estate Broker/Firm The Mavericks Realty

Email \_\_\_\_\_ Phone # \_\_\_\_\_

Local Association of REALTORS® SAMCAR Phone # (650)696-8200

**By signing below, the Party acknowledges that the Party has read, understands, and has received a copy of this REALTORS® acknowledgement.**

Party \_\_\_\_\_ Date \_\_\_\_\_

Party \_\_\_\_\_ Date \_\_\_\_\_

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## REALTORS® ACKNOWLEDGEMENT (RA PAGE 1 OF 1)

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MALABED,





## SELLER'S ADVISORY

(C.A.R. Form SA, Revised 6/23)

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important first step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **DISCLOSURES:**
  - A. **General Disclosure Duties:** You must affirmatively disclose to the buyer, in writing, all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make. If the Property you are selling is a residence with one to four units except for certain subdivisions, your broker also has a duty to conduct a reasonably competent and diligent visual inspection of the accessible areas and to disclose to a buyer all adverse material facts that the inspection reveals. If your broker discovers something that could indicate a problem, your broker must advise the buyer.
  - B. **Statutory Duties** (For one-to-four Residential Units):
    - (1) You must timely prepare and deliver to the buyer, among other things, a Real Estate Transfer Disclosure Statement ("TDS"), and a Natural Hazard Disclosure Statement ("NHD"). You have a legal obligation to fill out the TDS form, in its entirety, honestly and completely. (Many local entities or organizations have their own supplement to the TDS that you may also be asked to complete.) The NHD is a statement indicating whether your Property is in certain designated flood, fire or earthquake/seismic hazard zones. Third-party professional companies can help you with this task. If your property is in a high or very high fire zone, and you have to complete the TDS, you will also be responsible for disclosing compliance with defensible space laws and, depending on the Property's age, may also have to disclose if the building itself has been hardened to protect it from catching fire.
    - (2) Depending upon the age and type of construction of your Property, you may also be required to provide and, in certain cases you can receive limited legal protection by providing, the buyer with booklets entitled "The Homeowner's Guide to Earthquake Safety," "The Commercial Property Owner's Guide to Earthquake Safety," "Protect Your Family From Lead in Your Home" and "Environmental Hazards: A Guide For Homeowners and Buyers." Some of these booklets may be packaged together for your convenience. The earthquake guides ask you to answer specific questions about your Property's structure and preparedness for an earthquake. If you are required to supply the booklet about lead, you will also be required to disclose to the buyer any known lead-based paint and lead-based paint hazards on a separate form. The environmental hazards guide informs the buyer of common environmental hazards that may be found in properties.
    - (3) If you know that your property is: (i) located within one mile of a former military ordnance location; or (ii) in or affected by a zone or district allowing manufacturing, commercial or airport use, you must disclose this to the buyer. You are also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by § 5898.24 of the Streets And Highways Code (collectively, "Special Tax Disclosures").
    - (4) If the TDS, NHD, or lead, fire hardening, defensible space, military ordnance, commercial zone or Special Tax Disclosures are provided to a buyer after you accept that buyer's offer, the buyer will have 3 days after delivery (or 5 days if mailed) to terminate the offer, which is why it is extremely important to complete these disclosures as soon as possible. There are certain exemptions from these statutory requirements; however, if you have actual knowledge of any of these items, you may still be required to make a disclosure as the items can be considered material facts.
  - C. **Death and Other Disclosures:** Many buyers consider death on real property to be a material fact in the purchase of property. In some situations, it is advisable to disclose that a death occurred or the manner of death; however, California Civil Code § 1710.2 provides that you have no disclosure duty "where the death has occurred more than three years prior to the date the transferee offers to purchase, lease, or rent the real property, or [regardless of the date of occurrence] that an occupant of that property was afflicted with, or died from, Human T-Lymphotropic Virus Type III/Lymphadenopathy-Associated Virus." This law does not "immunize an owner or his or her agent from making an intentional misrepresentation in response to a direct inquiry from a transferee or a prospective transferee of real property, concerning deaths on the real property."
  - D. **Condominiums and Other Common Interest Subdivisions:** If the Property is a condominium, townhouse, or other property in a common interest subdivision, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowner's association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.
3. **CONTRACT TERMS AND LEGAL REQUIREMENTS:**
  - A. **Contract Terms and Conditions:** A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.
  - B. **Withholding Taxes:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.

Seller's Initials CM / CM

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SA REVISED 6/23 (PAGE 1 OF 2)



## SELLER'S ADVISORY (SA PAGE 1 OF 2)

- C. Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.
- D. Government Required Repairs, Replacements and Alterations:** Under State law, Property owners with limited exceptions, are required to: (1) Install operable smoke alarms and brace water heaters and provide a Buyer with a statement of compliance. Existing operable smoke alarms, that met compliance standards when installed, do not have to be removed even if not up to current legal requirements. Smoke alarms that are added or that replace older versions must comply with current law; and (2) install carbon monoxide detection devices. Some city and county governments may impose additional requirements, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, tempered glass, and barriers around swimming pools and spas. You should consult with the appropriate governmental agencies, inspectors, and other professionals to determine which requirements apply to your Property, the extent to which your Property complies with such requirements, and the costs, if any, of compliance.
- E. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE PROGRAM (RRP):** The RRP 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 RRP applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information.
- F. Legal, Tax and Other Implications:** Selling your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.

**4. MARKETING CONSIDERATIONS:**

- A. Pre-Sale Inspections and Considerations:** You should consider doing what you can to prepare your Property for sale, such as correcting any defects or other problems, making cosmetic improvements, and staging. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional inspections prior to sale. Pre-sale inspections may include a general property inspection; an inspection for wood destroying pest and organisms (Structural Pest Control Report) and an inspection of the septic or well systems, if any, among others. By doing this, you then have an opportunity to make repairs before your Property is sold, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, should be disclosed to the buyer (see "Disclosures" in **paragraph 2** above). This is true even if the buyer gets their own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer. For example, if a Structural Pest Control Report has both a primary and secondary recommendation for clearance, you may want to specify in the purchase agreement those recommendations, if any, for which you are going to pay.
- B. Post-Sale Protections:** It is often helpful to provide the buyer with, among other things, a home protection/warranty plan for the Property. These plans will generally cover problems, not deemed to be pre-existing, that occur after your sale is completed. In the event something does go wrong after the sale, and it is covered by the plan, the buyer may be able to resolve the concern by contacting the home protection company.
- C. Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, holding open houses, placing a keysafe/lockbox, erecting FOR SALE signs, and disseminating photographs, video tapes, and virtual tours of the premises, may jeopardize your personal safety and that of your Property. You are strongly encouraged to maintain insurance, and to take any and all possible precautions and safeguards to protect yourself, other occupants, visitors, your Property, and your belongings, including cash, jewelry, drugs, firearms and other valuables located on the Property, against injury, theft, loss, vandalism, damage, and other harm.
- D. Expenses:** You are advised that you, not the Broker, are responsible for the fees and costs, if any, to comply with your duties and obligations to the buyer of your Property.

**5. OTHER ITEMS:**

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this document.

Seller Chris Malabed Date 2/6/2025  
 Print Name Christopher C. Malabed

Seller Cynthia Malabed Date 2/6/2025  
 Print Name Cynthia V. Malabed

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**SELLER'S ADVISORY (SA PAGE 2 OF 2)**

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MALABED,

**SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA)**

(Use a separate form for each Transferor)

(C.A.R. Form AS, Revised 12/21)

**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:**768 Stewart Avenue**A. PROPERTY ADDRESS** (property being transferred): Daly City, CA 94015 ("Property")**B. TRANSFEROR'S NAME:** \_\_\_\_\_ ("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 Chris Malabed 2/6/2025 DocuSigned by: Cynthia Malabed 2/6/2025  
(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust).

Malabed, Christopher C. and Malabed, Cynthia V.

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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525 South Virgil Avenue, Los Angeles, California 90020

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller Initials CM / CM



AS REVISED 12/21 (PAGE 2 OF 2)

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





## SQUARE FOOTAGE AND LOT SIZE ADVISORY AND DISCLOSURE

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

Property Address: 768 Stewart Avenue, Daly City, CA 94015 ("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	2150	5200	Property profile attached (Sq Ft. to be verified by the sellers	<input checked="" type="checkbox"/>
Multiple Listing Service			to City of Daly City and County of San Mateo)	<input type="checkbox"/>
Seller			Measurement comes from the following source:	<input type="checkbox"/>
Appraisal #1				<input type="checkbox"/>
Appraisal #2				<input type="checkbox"/>
Condominium Map/Plan				<input type="checkbox"/>
Architectural Drawings				<input type="checkbox"/>
Floor Plan/Drawings				<input type="checkbox"/>
Survey				<input type="checkbox"/>
Other				<input type="checkbox"/>
Other				<input type="checkbox"/>

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 ☒ Christopher C. MalabedSeller ☒ Cynthia V. Malabed

DocuSigned by:

Chris Malabed

Cynthia V. Malabed

91015557787785

E96E6FA67E28401

Date 2/6/2025

Date 2/6/2025

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)

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**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 6/24)

**BUYER RIGHTS AND DUTIES:**

The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers. You should conduct thorough investigations of the Property both personally and with appropriate professionals. If professionals recommend further inspections, you should contact qualified experts to conduct such inspections. You should retain your own professional even if Seller or Broker has provided you with existing reports. You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you contain conflicting information. If there are discrepancies between reports, disclosures or other information, you are responsible for contacting appropriate professionals to confirm the accuracy of 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 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 6/24 (PAGE 1 OF 15)**



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

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# TABLE OF CONTENTS

SBSA CATEGORIES AND ALPHABETICAL INDEX						
A	B	C	D	E	F	G
Investigation of Physical Condition	Property Use and Ownership	Off-Site and Neighborhood Conditions	Legal Requirements (Federal, State and Local)	Contract Related Issues and Terms	Other Factors Affecting Property	Local Disclosures and Advisories
Pages 2-5	Pages 5-8	Pages 9-10	Pages 10-11	Pages 11-12	Pages 13-14	Page 15

	Page		Page
1. Accessory Dwelling Units .....	5	35. Marketing; Internet Advertising; Internet Blogs; Social Media .....	14
2. Arbitration .....	12	36. Mediation .....	12
3. Building Permits, Zoning and Code Compliance.....	5	37. Megan's Law Database Disclosure .....	11
4. Buyer Intended Future Use .....	6	38. Mold .....	3
5. California Fair Plan .....	6	39. Neighborhood, Area, Personal Factors, Buyer Intended Use, High Speed Rails, and Smoking Restrictions .....	9
6. Community Enhancement and Private Transfer Fees .....	13	40. Neighborhood Noise Sources .....	9
7. Death on the Property .....	10	41. 1915 Improvement Bond Mello-Roos Community District, and Other Assessment Districts .....	8
8. Earthquake Fault Zones and Seismic Hazard Zones .....	10	42. Non-Confidentiality of Offers .....	12
9. Easements, Access and Encroachments .....	2	43. Notice of Your Supplemental Property Tax Bill .....	11
10. Electrification of Energy Source .....	11	44. Online or Wire Funds Transfers .....	12
11. Electronic Signatures .....	11	45. Owner's Title Insurance .....	7
12. Environmental Hazards .....	3	46. PACE Loans and Liens .....	14
13. EPA's Lead-Based Paint Renovation, Repair and Painting Rule .....	10	47. Pets and Animals .....	4
14. Escrow Funds .....	12	48. Preliminary Title Report .....	5
15. Fire Hardening, Defensible Space, and Wildfire Disasters .....	5	49. Property Tax Bill Supplemental Notice; Accurate Sales Price Reporting .....	10
16. Fire Hazards .....	10	50. Recording Devices .....	14
17. FIRPTA/California Withholding .....	10	51. Re-Keying .....	14
18. Flood Hazards .....	11	52. Rent and Eviction Control Laws and Ordinances .....	8
19. Formaldehyde .....	3	53. Retrofit, Building Requirements, and Point of Sale Requirements .....	8
20. Future Repairs, Replacements and Remodels .....	6	54. Schools .....	9
21. General Recall/Defective Product/Class Action Information .....	13	55. Sea Level Rise .....	10
22. Geologic Hazards .....	3	56. Septic Systems .....	4
23. Golf Course Disclosures .....	9	57. Short Term Rentals and Restrictions .....	8
24. Heating Ventilating and Air Conditioning Systems .....	6	58. Signing Documents Electronically .....	11
25. Historical Designation, Coastal Commission, Architectural, Landscape, Agricultural or Open Space and other Restrictions on Buildings or Improvement .....	6	59. Soil and Geologic Conditions .....	4
26. Homeowner Associations and Covenants, Conditions and Restrictions ("CC&Rs"); Charging Stations; FHA/VA Approval .....	13	60. Solar Panels and Net Energy Metering .....	14
27. Home Warranty .....	12	61. Square Footage, Lot Size, Boundaries and Surveys .....	4
28. Identification of Natural Persons Behind Shell Companies in All-Cash Transactions .....	12	62. Swimming Pool, Security and Safety .....	8
29. Inspections .....	3	63. Underground Pipelines and Utilities .....	9
30. Insurance, Title Insurance and Title Insurance After Foreclosure .....	6	64. Views .....	8
31. Land Lease .....	7	65. Water Intrusion .....	4
32. Legal Action .....	13	66. Water Shortages and Conservation .....	8
33. Liquidated Damages .....	12	67. Well and Water System(s) .....	5
34. Marijuana and Methamphetamine Labs .....	7	68. Wildlife .....	9
		69. Wood Balconies, Stairs, and Other Structures .....	14
		70. Wood Destroying Pests .....	5
		71. Zone Maps May Change .....	11

## A. Investigation of Physical Conditions

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



- 2. ENVIRONMENTAL HAZARDS:** Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. 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 inspection 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.
- 3. 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 inspection 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.
- 4. GEOLOGIC HAZARDS:** Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. 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.
- 5. INSPECTIONS:** Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in these area.
- 6. MOLD:** Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited



to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in this area.

- 7. PETS AND ANIMALS:** Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 8. SEPTIC SYSTEMS:** Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. 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.
- 9. 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.
- 10. SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS:** Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others 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 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.
- 11. WATER INTRUSION:** Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.



- 12. 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 inspection contingency period. Brokers do not have expertise in this area.
- 13. 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 inspection contingency period. Brokers do not have expertise in this area.
- 14. FIRE HARDENING, DEFENSIBLE SPACE, AND WILDFIRE DISASTERS:** California is subject to wildfires which have resulted in damage and destruction of many properties located in the state. 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 mandates that sellers provide buyers with statements of compliance with local mandates if adopted by local agencies. 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 to 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 partial 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.**

- 15. 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 reviews 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 do not have expertise in this area.

## B. Property Use and Ownership

- 1. 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.
- 2. 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.

3. **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 his 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.
4. **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.
5. **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.
6. **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](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](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 inspection contingency period. Brokers do not have expertise in this area.
7. **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 inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.
8. **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 his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner'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. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.

9. **LAND LEASE:** Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.
10. **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.
11. **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.





- 12. 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 inspection contingency period. Brokers do not have expertise in this area.
- 13. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS:** Buyer and Seller are advised that state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters, and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing 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.
- 14. 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 inspection contingency period. Brokers do not have expertise in this area.
- 15. VIEWS:** Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.
- 16. 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.
- 17. 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.
- 18. 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

1. **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.
2. **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/](http://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.
3. **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.
4. **SCHOOLS:** Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.
5. **UNDERGROUND PIPELINES AND UTILITIES:** Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's inspection contingency period. Brokers do not have expertise in this area.
6. **WILDLIFE:** California is the 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.

- 7. 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 inspection contingency period. Brokers do not have expertise in this area.

## D. Legal Requirements (Federal, State and Local)

- 1. 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.
- 2. 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 inspection 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.
- 3. 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 <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.
- 4. 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 inspection 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.
- 5. 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.

6. **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 his or her lender and/or insurance agent during Buyer's inspection contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.
7. **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.
8. **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 his or her 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.

9. **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.
10. **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

1. **SIGNING DOCUMENTS ELECTRONICALLY:** 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 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 are 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.

2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **NON CONFIDENTIALITY OF OFFERS:** Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form CND). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller. Brokers do not have expertise in this area.
9. **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

1. **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.
2. **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-Con Building 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/> during Buyer's inspection contingency period. Another source affiliated with the CPSC is <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.
3. **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."
4. **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.

5. **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.
6. **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.
7. **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.
8. **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. Buyers 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.
9. **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.
10. **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. ☒ Prelim
- B. ☒ JCP
- 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 read, understands and received a copy of all 15 pages of this Advisory.

BUYER ☒ \_\_\_\_\_ Date \_\_\_\_\_  
BUYER \_\_\_\_\_ Date \_\_\_\_\_  
SELLER ☒ \_\_\_\_\_ *Christopher C. Malabed* **Christopher C. Malabed** Date 2/6/2025  
SELLER ☒ \_\_\_\_\_ *Cynthia V. Malabed* **Cynthia V. Malabed** Date 2/6/2025



**VERIFICATION OF PROPERTY CONDITION**  
**(BUYER FINAL INSPECTION)**  
**(C.A.R. Form VP, Revised 6/24)**

Property Address 768 Stewart Avenue, Daly City, CA 94015

1.
  - A. The purpose of this inspection is to satisfy Buyer regarding the condition of the Property.
  - B. Unless Otherwise Agreed, Buyer and Seller understand and agree that a final inspection is not a contingency of this Agreement. The Verification of Property (or its waiver) is not intended in any way to alter the contractual obligations of Seller regarding the condition of Property to be delivered to Buyer at possession date and is not based upon any statement or representation by Broker(s), Associate-Licensee(s) or brokerage employees.
  - C. The Parties agree to hold Broker(s), Associate licensees and brokerage employees harmless from any liability, claims, demands, damages or costs arising out of the contractual obligations of Buyer and Seller concerning the condition of Property.
2. Buyer acknowledges that:
  - A. Property is in substantially the same condition as on the date of acceptance of the offer to purchase/sell; AND
  - B. Seller has completed any repairs, alterations, replacements or modifications as agreed to by Buyer and Seller with the following exceptions:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

The evaluation of the condition of the Property, including any items listed above, is based upon a personal verification of the property by Buyer or \_\_\_\_\_, performed on \_\_\_\_\_ (date) at \_\_\_\_\_ ☐ AM/☐ PM, and/or tests, surveys, inspections, or other studies performed by inspector(s) selected by Buyer.

**OR** (if checked):

3. ☐ Buyer waives the right to conduct a final verification of property condition. If Buyer does not verify the property's condition, Buyer is acting against the advice of the Broker.

**Receipt of a copy is hereby acknowledged.**

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

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

Seller <span style="color: red;">X</span>	Date
---	------

**Christopher C. Malabed**

Seller <span style="color: red;">X</span>	Date
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**Cynthia V. Malabed**

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VP REVISED 6/24 (PAGE 1 OF 1)

**VERIFICATION OF PROPERTY CONDITION (VP PAGE 1 OF 1)**



# WATER HEATER AND SMOKE ALARM STATEMENT OF COMPLIANCE

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

Property Address: 768 Stewart Avenue, Daly City, CA 94015

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 ☒ Christopher C. Malabed Date 2/6/2025  
 Seller ☒ Cynthia V. Malabed Date 2/6/2025

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 ☒ Christopher C. Malabed Date 2/6/2025  
 Seller ☒ Cynthia V. Malabed Date 2/6/2025

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)

The Mavericks Realty- DRE#02002805 333 Gellert Boulevard Ste. 150 Daly City, CA 94015  
 Sonny (AKA) Bernard S. Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 650.758-0700 Fax: 888-910-7763  
 www.lwof.com

MALABED,



# WATER HEATER STATEMENT OF COMPLIANCE

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

Property Address: 768 Stewart Avenue, Daly City, CA 94015

NOTE: This form to be used by sellers exempt from the TDS (other than REO sales), and it can be provided in conjunction with the Exempt Seller Disclosure. For REO sales, C.A.R. Form Water Heater and Smoke Alarm Statement of Compliance (WHSD) to be used.

## WATER HEATER STATEMENT OF COMPLIANCE

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

Seller <input checked="" type="checkbox"/>	DocuSigned by: <u>Chris Malabed</u>	<b>Christopher C. Malabed</b>	Date <u>2/6/2025</u>
Seller <input checked="" type="checkbox"/>	DocuSigned by: <u>Cynthia Malabed</u>	<b>Cynthia V. Malabed</b>	Date <u>2/6/2025</u>

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

Buyer <input checked="" type="checkbox"/>	_____	Date _____
Buyer	_____	Date _____

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WHS REVISED 12/23 (PAGE 1 OF 1)

## WATER HEATER STATEMENT OF COMPLIANCE (WHS PAGE 1 OF 1)

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# 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	<input checked="" type="checkbox"/>		<b>Christopher C. Malabed</b>	Date	2/6/2025
Seller	<input checked="" type="checkbox"/>		<b>Cynthia V. Malabed</b>	Date	2/6/2025
Buyer	<input checked="" type="checkbox"/>			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)**

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# WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/21)

Property Address: **768 Stewart Avenue, Daly City, CA 94015** ("Property").

## **WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:**

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

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

### **ACCORDINGLY, YOU ARE ADVISED:**

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

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at [www.ic3.gov](http://www.ic3.gov); or 310-477-6565

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

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

**NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.**

Buyer/Tenant <input checked="" type="checkbox"/>	_____	Date	_____
Buyer/Tenant	_____	Date	_____
Seller/Landlord <input checked="" type="checkbox"/>	<div style="border-left: 1px solid black; padding-left: 5px;">             DocuSigned by:                DocuSigned by:              9D015FF78873486...  </div>	<b>Christopher C. Malabed</b> <b>Cynthia V. Malabed</b>	Date 2/6/2025 Date 2/6/2025
Seller/Landlord <input checked="" type="checkbox"/>	_____	Date	_____

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## **WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)**

The Mavericks Realty- DRE#02002805 333 Gellert Boulevard Ste. 150 Daly City, CA 94015  
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**MALABED,**

ENHANCED REPORT 2.0

Subject Property:



Site Address  
768 STEWART AVE  
DALY CITY, CA 94015-3519



Mail Address  
50 NIBBI CT  
SAN FRANCISCO, CA 94134-2418



Prepared For:

Zaldy Reyes  
(650) 758-0700  
zmr@mavericksfinancialservices.com

Document Contents



- Profile Cover Sheet
- Property Overview
- Property History Page
- Property Comparables (Detailed)
- Property Comparables (Summary)
- Neighborhood
- Public Schools Report
- Private Schools Report
- Demographics
- Plat Map

Provided By

Juanita Leung  
455 Market Street 1520  
San Francisco, CA 94105  
juanita.leung@ctt.com

PROPERTY OVERVIEW

768 STEWART AVE, DALY CITY, CA 94015-3519

Owner and Geographic Information



Primary Owner:  
MALABED, CHRISTOPHER C; MALABED, CYNTHIA V

Site Address:  
768 STEWART AVE, DALY CITY, CA 94015-3519

APN: 006-111-310

Housing Tract Number:

Legal Description: Lot Code: 933,934  
Subdivision: BROADMOOR VILLAGE MAP NO 4  
Legal Brief Description: LOT:933,934 ELY 20.98 FT OF LOT 933 WLY 31.02 FT OF LOT 934 BROADMOOR VILLAGE MAP NO 4 RSM 28/8 9 10

Secondary Owner:  
  
Mail Address:  
50 NIBBI CT, SAN FRANCISCO, CA 94134-2418

Lot Number: 933,934 Page / Grid:

Property Details

Bedrooms:	3	Year Built:	1948	Square Feet:	2,150
Bathrooms:	2	Garage:	Detached 4	Lot Size:	5,200 SF
Total Rooms:	6	Fireplace:		Number of Units:	0
Zoning:		Pool:		Use Code:	Single Family Residential

Sale Information

Transfer Date:	10/02/2024	Seller:	MORALES, BENJAMIN R; MORALES, NENITA R
Transfer Value:	\$1,200,000.00	Document#:	<a href="#">2024-052080</a>
Cost/Sq Feet:			

Assessment and Taxes

Assessed Value:	\$1,204,670.00	Percent Improvement:	42.44%	Homeowner Exemption:	
Land Value:	\$693,370.00	Tax Amount:	\$15,156.40	Tax Rate Area:	59-010
Improvement Value:	\$511,300.00	Tax Status:	Current	Tax Account ID:	
Market Improvement Value:		Market Land Value:		Tax Year:	2024
Market Value:					



## PROPERTY HISTORY

768 STEWART AVE, DALY CITY, CA 94015-3519

## Release Record - 10/02/2024

<b>Recording Date:</b>	10/02/2024	<b>Document#:</b>	<a href="#">2024-052083</a>
<b>Price:</b>		<b>Document Type:</b>	Substitution of Trustee and Full Reconveyance
<b>TD Due Date:</b>		<b>Type of Financing:</b>	
<b>Lender Name:</b>		<b>Borrowers Name:</b>	DARREN SENERES AN UNMARRIED MAN
<b>Lender Type:</b>			
<b>Vesting:</b>			
<b>Legal Description:</b>			

## Release Record - 10/02/2024

<b>Recording Date:</b>	10/02/2024	<b>Document#:</b>	<a href="#">2024-052082</a>
<b>Price:</b>		<b>Document Type:</b>	Substitution of Trustee and Full Reconveyance
<b>TD Due Date:</b>		<b>Type of Financing:</b>	
<b>Lender Name:</b>		<b>Borrowers Name:</b>	DARREN R SENERES AN UNMARRIED MAN
<b>Lender Type:</b>			
<b>Vesting:</b>			
<b>Legal Description:</b>			

## Mortgage Record - 10/02/2024

<b>Recording Date:</b>	10/02/2024	<b>Document#:</b>	<a href="#">2024-052081</a>
<b>Loan Amount:</b>	\$1,080,000.00	<b>Loan Type:</b>	New Conventional
<b>TD Due Date:</b>		<b>Type of Financing:</b>	
<b>Lender Name:</b>	ROYAL PACIFIC FUNDING CORP	<b>Borrowers Name:</b>	MALABED, CHRISTOPHER C; MALABED, CYNTHIA V
<b>Lender Type:</b>			
<b>Vesting:</b>	JT		
<b>Legal Description:</b>	<b>Lot Number:</b> 933&934 <b>Subdivision:</b> TRACT NO 587 BROADMOOR VILLAGE MAP NO 4 IN UNINCOR <b>Map Ref:</b> MB 28 PG 8-10 <b>Legal Brief Description:</b> PORTION LOTS933&934 <b>City / Muni / Twp:</b> UNINCORPORATED		

## Prior Transfer - 10/02/2024

<b>Recording Date:</b>	10/02/2024	<b>Document#:</b>	<a href="#">2024-052080</a>
<b>Price:</b>	\$1,200,000.00	<b>Document Type:</b>	Grant Deed
<b>First TD:</b>		<b>Type of Sale:</b>	Sales Price Rounded from Tax
<b>First TD Doc:</b>	<a href="#">2024-052081</a>		
<b>Lender Name:</b>		<b>Buyer Vesting:</b>	JT
<b>Buyer Name:</b>	MALABED, CHRISTOPHER C; MALABED, CYNTHIA V		
<b>Seller Name:</b>	MORALES, BENJAMIN R; MORALES, NENITA R		
<b>Legal Description:</b>	<b>Lot Number:</b> 933&934 <b>Subdivision:</b> TRACT NO 587 BROADMOOR VILLAGE MAP NO 4 IN UNINCOR <b>Map Ref:</b> MB 28 PG 8-10 <b>Legal Brief Description:</b> PORTION LOTS933&934 <b>City / Muni / Twp:</b> UNINCORPORATED		

## Mortgage Record - 07/19/2024

<b>Recording Date:</b>	07/19/2024	<b>Document#:</b>	<a href="#">2024-038237</a>
<b>Loan Amount:</b>	\$20,000.00	<b>Loan Type:</b>	New Conventional
<b>TD Due Date:</b>		<b>Type of Financing:</b>	
<b>Lender Name:</b>	ALEXIS SENERES	<b>Borrowers Name:</b>	SENERES, DARREN
<b>Lender Type:</b>			
<b>Vesting:</b>			
<b>Legal Description:</b>	<b>Lot Number:</b> 933&934 <b>Subdivision:</b> TRACT NO 587 BROADMOOR VILLAGE MAP NO 4 IN UNINCOR <b>Map Ref:</b> 0 <b>Legal Brief Description:</b> PORTION LOTS933&934		





## PROPERTY HISTORY

768 STEWART AVE, DALY CITY, CA 94015-3519

## Mortgage Record - 12/13/2023

<b>Recording Date:</b>	12/13/2023	<b>Document#:</b>	<a href="#">2023-065854</a>
<b>Loan Amount:</b>	\$125,000.00	<b>Loan Type:</b>	Commercial Loan
<b>TD Due Date:</b>		<b>Type of Financing:</b>	
<b>Lender Name:</b>	ESMERALDO ABASTILLAS TRUST		
<b>Lender Type:</b>		<b>Borrowers Name:</b>	SENERES, DARREN R
<b>Vesting:</b>			
<b>Legal Description:</b>	<b>Lot Number:</b>	933&934	
	<b>Subdivision:</b>	TRACT NO 587 BROADMOOR VILLAGE MAP NO 4 IN UNINCOR	
	<b>Map Ref:</b>	0	
	<b>City / Muni / Twp:</b>	UNINCORPORATED	

## Prior Transfer - 11/19/2021

<b>Recording Date:</b>	11/19/2021	<b>Document#:</b>	<a href="#">2021-160831</a>
<b>Price:</b>	\$0.00	<b>Document Type:</b>	Intra-family Transfer or Dissolution
<b>First TD:</b>		<b>Type of Sale:</b>	Transfer Tax on doc. indicated as EXEMPT
<b>Lender Name:</b>			
<b>Buyer Name:</b>	SENERES, DARREN R		
<b>Seller Name:</b>	SENERES, RAMON R; RAMON R SENERES & LILIA R SENERES REV TR		
<b>Legal Description:</b>	<b>Lot Number:</b>	933&934	
	<b>Subdivision:</b>	TRACT NO 587 BROADMOOR VILLAGE MAP NO 4 IN UNINCOR	
	<b>Map Ref:</b>	MB 28 PG 8-10	
	<b>Legal Brief Description:</b>	PORTION LOTS933&934	
	<b>City / Muni / Twp:</b>	UNINCORPORATED	

## Prior Transfer - 10/02/2018

<b>Recording Date:</b>	10/02/2018	<b>Document#:</b>	<a href="#">2018-076814</a>
<b>Price:</b>	\$0.00	<b>Document Type:</b>	Intra-family Transfer or Dissolution
<b>First TD:</b>		<b>Type of Sale:</b>	Transfer Tax on doc. indicated as EXEMPT
<b>Lender Name:</b>			
<b>Buyer Name:</b>	SENERES, RAMON R; SENERES, LILIA R		
<b>Seller Name:</b>	SENERES, LILIA R		
<b>Legal Description:</b>	<b>Lot Number:</b>	933&934	
	<b>Subdivision:</b>	BROADMOOR VILLAGE MAP # 4	
	<b>Tract Number:</b>	587	
	<b>Map Ref:</b>	MB28 PG8-10	
	<b>Legal Brief Description:</b>	ELY 20.98 FT LOT 933 & WLY 31.02 FT LOT 934	

## Prior Transfer - 10/02/2018

<b>Recording Date:</b>	10/02/2018	<b>Document#:</b>	<a href="#">2018-076810</a>
<b>Price:</b>	\$0.00	<b>Document Type:</b>	Intra-family Transfer or Dissolution
<b>First TD:</b>		<b>Type of Sale:</b>	Transfer Tax on doc. indicated as EXEMPT
<b>Lender Name:</b>			
<b>Buyer Name:</b>	MORALES, BENJAMIN R; MORALES, NENITA R		
<b>Seller Name:</b>	MORALES, NENITA R		
<b>Legal Description:</b>	<b>Lot Number:</b>	933&934	
	<b>Subdivision:</b>	BROADMOOR VILLAGE MAP # 4	
	<b>Tract Number:</b>	587	
	<b>Map Ref:</b>	MB28 PG8-10	
	<b>Legal Brief Description:</b>	ELY 20.98 FT LOT 933 & WLY 31.02 FT & WLY 5 FT ELY 20.98 FT LOT 934	



## PROPERTY HISTORY

768 STEWART AVE, DALY CITY, CA 94015-3519

## Foreclosure Record - 03/08/2012

<b>Recording Date:</b>	03/08/2012	<b>Document#:</b>	<a href="#">2012-031661</a>
<b>Document Type:</b>	Notice of Rescission		
<b>Lender Type:</b>		<b>Borrowers Name:</b>	
<b>Vesting:</b>			
<b>Legal Description:</b>			

## Foreclosure Record - 06/27/2011

<b>Recording Date:</b>	06/27/2011	<b>Document#:</b>	<a href="#">2011-071696</a>
<b>Document Type:</b>	Notice of Sale		
<b>Lender Type:</b>		<b>Borrowers Name:</b>	
<b>Vesting:</b>			
<b>Legal Description:</b>			

## Foreclosure Record - 03/25/2011

<b>Recording Date:</b>	03/25/2011	<b>Document#:</b>	<a href="#">2011-034461</a>
<b>Document Type:</b>	Notice of Default		
<b>Lender Type:</b>		<b>Borrowers Name:</b>	
<b>Vesting:</b>			
<b>Legal Description:</b>			

## Assignment Record - 03/25/2011

<b>Recording Date:</b>	03/25/2011	<b>Document#:</b>	<a href="#">2011-034460</a>
<b>Price:</b>		<b>Document Type:</b>	Assignment of Mortgage
<b>TD Due Date:</b>		<b>Type of Financing:</b>	
<b>Lender Name:</b>			
<b>Lender Type:</b>		<b>Borrowers Name:</b>	LILIA R SENERES, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY AND NENITA MORALES, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY
<b>Vesting:</b>			
<b>Legal Description:</b>			

## Mortgage Record - 08/01/2005

<b>Recording Date:</b>	08/01/2005	<b>Document#:</b>	<a href="#">2005129806</a>
<b>Loan Amount:</b>	\$600,000.00	<b>Loan Type:</b>	Unknown Loan Type
<b>TD Due Date:</b>		<b>Type of Financing:</b>	
<b>Lender Name:</b>	WASHINGTON MUTUAL BANK FA		
<b>Lender Type:</b>		<b>Borrowers Name:</b>	SENERES, LILIA A; MORALES, NENITA
<b>Vesting:</b>	JT		
<b>Legal Description:</b>	<b>Lot Number:</b> 934&933 <b>Subdivision:</b> BROADMOOR VILLAGE MAP #4 <b>Tract Number:</b> 587 <b>Map Ref:</b> MAP28 PG8-10 <b>Legal Brief Description:</b> WESTERLY31.02 FT & W5 FT E20.98 FT FRONT & REAR MEAS LOT934 & E20.98 FT FRONT & REAR MEAS LOT933 <b>City / Muni / Twp:</b> UNINCORPORATED		





## PROPERTY HISTORY

768 STEWART AVE, DALY CITY, CA 94015-3519

## Prior Transfer - 08/01/2005

<b>Recording Date:</b>	08/01/2005	<b>Document#:</b>	<a href="#">2005129805</a>
<b>Price:</b>	\$0.00	<b>Document Type:</b>	Intra-family Transfer or Dissolution
<b>First TD:</b>		<b>Type of Sale:</b>	Non-Arms Length Transfer
<b>Lender Name:</b>			
<b>Buyer Name:</b>	MORALES, NENITA	<b>Buyer Vesting:</b>	MW
<b>Seller Name:</b>	MORALES, BENJAMIN R		
<b>Legal Description:</b>	<b>Lot Number:</b>	934&933	
	<b>Subdivision:</b>	BROADMOOR VILLAGE MAP #4	
	<b>Tract Number:</b>	587	
	<b>Map Ref:</b>	MAP28 PG8-10	
	<b>Legal Brief Description:</b>	WESTERLY31.02 FT & W5 FT E20.98 FT FRONT & REAR MEAS LOT934 & E20.98 FT FRONT & REAR MEAS LOT933	
	<b>City / Muni / Twp:</b>	UNINCORPORATED	

## Prior Transfer - 08/01/2005

<b>Recording Date:</b>	08/01/2005	<b>Document#:</b>	<a href="#">2005129804</a>
<b>Price:</b>	\$0.00	<b>Document Type:</b>	Intra-family Transfer or Dissolution
<b>First TD:</b>		<b>Type of Sale:</b>	Non-Arms Length Transfer
<b>Lender Name:</b>			
<b>Buyer Name:</b>	SENERES, LILIA R	<b>Buyer Vesting:</b>	MW
<b>Seller Name:</b>	SENERES, RAMON R		
<b>Legal Description:</b>	<b>Lot Number:</b>	934&933	
	<b>Subdivision:</b>	BROADMOOR VILLAGE MAP #4	
	<b>Tract Number:</b>	587	
	<b>Map Ref:</b>	MAP28 PG8-10	
	<b>Legal Brief Description:</b>	WESTERLY31.02 FT & W5 FT E20.98 FT FRONT & REAR MEAS LOT934 & E20.98 FT FRONT & REAR MEAS LOT933	
	<b>City / Muni / Twp:</b>	UNINCORPORATED	

## Prior Transfer - 08/01/2005

<b>Recording Date:</b>	08/01/2005	<b>Document#:</b>	<a href="#">2005129803</a>
<b>Price:</b>	\$750,000.00	<b>Document Type:</b>	Grant Deed
<b>First TD:</b>		<b>Type of Sale:</b>	Price Unconfirmed
<b>First TD Doc:</b>	<a href="#">2005129806</a>		
<b>Lender Name:</b>			
<b>Buyer Name:</b>	SENERES, LILIA A; MORALES, NENITA	<b>Buyer Vesting:</b>	JT
<b>Seller Name:</b>	FANI, STEVEN A		
<b>Legal Description:</b>	<b>Lot Number:</b>	934&933	
	<b>Subdivision:</b>	BROADMOOR VILLAGE MAP #4	
	<b>Tract Number:</b>	587	
	<b>Map Ref:</b>	MAP28 PG8-10	
	<b>Legal Brief Description:</b>	WESTERLY31.02 FT & W5 FT E20.98 FT FRONT & REAR MEAS LOT934 & E20.98 FT FRONT & REAR MEAS LOT933	
	<b>City / Muni / Twp:</b>	UNINCORPORATED	

## Prior Transfer - 10/09/1996

<b>Recording Date:</b>	10/09/1996	<b>Document#:</b>	<a href="#">96125604</a>
<b>Price:</b>	\$0.00	<b>Document Type:</b>	Affidavit of Death of Joint Tenant
<b>First TD:</b>		<b>Type of Sale:</b>	
<b>Lender Name:</b>			
<b>Buyer Name:</b>	FANI, STEVEN A	<b>Buyer Vesting:</b>	
<b>Seller Name:</b>	FANI, VASCO ALBERT; FANI, VASCO A		
<b>Legal Description:</b>	<b>Lot Number:</b>	934&933	
	<b>Subdivision:</b>	BROADMOOR VILLAGE MAP #4	
	<b>Tract Number:</b>	587	
	<b>Map Ref:</b>	MAP28 PG8-10	
	<b>Legal Brief Description:</b>	WESTERLY31.02 FT FRONT & REAR MEAS LOT934 & ELY20.98 FT FRONT & REAR MEAS LOT933	



PROPERTY HISTORY

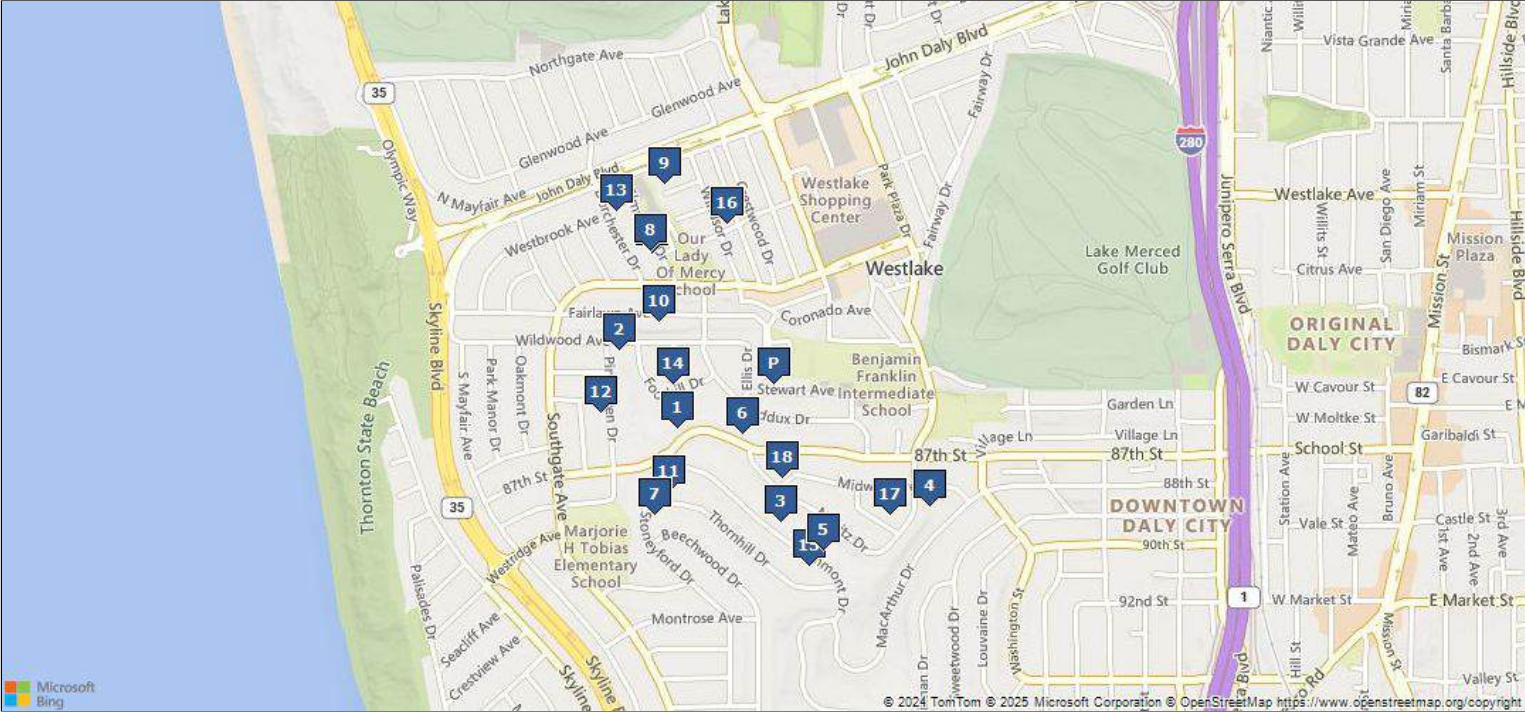
768 STEWART AVE, DALY CITY, CA 94015-3519

Prior Transfer - 05/25/1995

Recording Date:	05/25/1995	Document#:	<a href="#">95053435</a>
Price:	\$0.00	Document Type:	Gift Deed
First TD:		Type of Sale:	
Lender Name:			
Buyer Name:	FANI, VASCO A; FANI, STEVEN A	Buyer Vesting:	JT
Seller Name:	FANI, VASCO A		
Legal Description:	Lot Number: 933&934		
	Subdivision: BROADMOOR VILLAGE #4		
	Tract Number: 587		
	Map Ref: MAP28 PG8-10		
	City / Muni / Twp: UNINCORPORATED		

COMPARABLE SALES DATA

768 STEWART AVE, DALY CITY, CA 94015-3519



- |                      |                     |
|----------------------|---------------------|
| 1: 856 87TH ST       | 2: 5 PINEHAVEN DR   |
| 3: 760 LARCHMONT DR  | 4: 1027 NIMITZ DR   |
| 5: 728 LARCHMONT DR  | 6: 812 87TH ST      |
| 7: 816 STONEYFORD DR | 8: 72 ELMWOOD DR    |
| 9: 82 WESTBROOK AVE  | 10: 49 FAIRLAWN AVE |
| 11: 868 THORNHILL DR | 12: 58 PINEHAVEN DR |
| 13: 25 DORCHESTER DR | 14: 928 FOOTHILL DR |
| 15: 715 LARCHMONT DR | 16: 298 BELMAR AVE  |
| 17: 612 MANILA WAY   | 18: 1204 NIMITZ DR  |
| 19: 76 ELMWOOD DR    |                     |

Area Sales Analysis

Total Area Sales:	19	Median # of Bedrooms:	3
Median Lot Size:	5,002	Median # of Baths:	1
Median Living Area:	1,330	Median Year Built:	1949
Price Range - 2 Yrs:	\$890,000.00 to \$1,485,000.00	Age Range:	70 to 78
Median Value:	\$1,215,000.00	Median Age:	76



COMPARABLE SALES DATA

768 STEWART AVE, DALY CITY, CA 94015-3519

MALABED, CHRISTOPHER C; MALABED, CYNTHIA V - APN: 006-111-310 - SAN MATEO COUNTY

	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
1	856 87TH ST	12/18/2024	\$1,485,000.00	\$769.00	1930	8/4/2	1949	7505		.18
	Site Address:	DALY CITY, CA 94015-3607			APN:	006-091-180				
	Doc Type:	Grant Deed			Document #:	2024-067952				
	Price Code:	R			Use Code:	Single Family Residential				
	Buyer Name:	CUN, LAM S - CUN, VICTORIA T			Seller Name:	CHOI, WAI SIM				
	Loan Amount:				Lender Name:					
	Legal:	Lot Number:	543							
		Map Ref:	MB 28 PG 8-10							
		City/Muni/Twp:	UNINCORPORATED							
		Subdivision Name:	TRACT NO 587 BROADMOOR VILLAGE MAP NO 4 IN UNINCOR							
	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
2	5 PINEHAVEN DR	12/12/2024	\$1,250,000.00	\$712.00	1755	7/3/2	1954	4495		.26
	Site Address:	DALY CITY, CA 94015-3545			APN:	006-038-020				
	Doc Type:	Grant Deed			Document #:	2024-066804				
	Price Code:	R			Use Code:	Single Family Residential				
	Buyer Name:	SHEN, JIA - LEE, LOANNE			Seller Name:	PIERETTI, RICHARD - 1999 REV TR OF LEO PIERETTI & CARMELA PI,				
	Loan Amount:				Lender Name:					
	Legal:	Lot Number:	2							
		Map Ref:	MB 38 PG 9 10							
		City/Muni/Twp:	DALY CITY							
		Subdivision Name:	WESTLAKE UNIT NO 6A DALY CITY SAN MATEO COUNTY CAL							
	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
3	760 LARCHMONT DR	12/11/2024	\$905,000.00	\$793.00	1140	6/3/1	1949	7552		.23
	Site Address:	DALY CITY, CA 94015-3638			APN:	006-123-180				
	Doc Type:	Grant Deed			Document #:	2024-066455				
	Price Code:	R			Use Code:	Single Family Residential				
	Buyer Name:	BARANCE, RAIED - BARANCE, YANA			Seller Name:	LIPMAN, STEPHEN J				
	Loan Amount:				Lender Name:					
	Legal:	Lot Number:	583							
		Map Ref:	MB 28 PG 8-10							
		City/Muni/Twp:	UNINCORPORATED							
		Subdivision Name:	TRACT NO 587 BROADMOOR VILLAGE MAP NO 4 IN UNINCOR							
	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
4	1027 NIMITZ DR	12/02/2024	\$1,050,000.00	\$897.00	1170	6/3/1	1947	10547		.33
	Site Address:	DALY CITY, CA 94015-3662			APN:	006-171-140				
	Doc Type:	Grant Deed			Document #:	2024-064892				
	Price Code:	R			Use Code:	Single Family Residential				
	Buyer Name:	ADLER, EVAN SHEN - ADLER, SOPHIA ALEXANDRA SUAZO			Seller Name:	SYMNYUK, TODD - NAVARRO, TARA				
	Loan Amount:				Lender Name:					
	Legal:	Lot Number:	379							
		Map Ref:	MB 27 PG 5 6							
		City/Muni/Twp:	UNINCORPORATED							
		Subdivision Name:	TRACT NO 573 BROADMOOR VILLAGE NO 3							



Comparable Sales Data

768 STEWART AVE, DALY CITY, CA 94015-3519

	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
5	728 LARCHMONT DR	11/22/2024	\$890,000.00	\$780.00	1140	6/3/1	1949	8060		.29

<b>Site Address:</b>	DALY CITY, CA 94015-3638				<b>APN:</b>	006-133-060				
<b>Doc Type:</b>	Grant Deed				<b>Document #:</b>	2024-062684				
<b>Price Code:</b>	R				<b>Use Code:</b>	Single Family Residential				
<b>Buyer Name:</b>	BOLOKOV, ZAUR				<b>Seller Name:</b>	GOODWIN III, FRANK O - GOODWIN, DONNA M				
<b>Loan Amount:</b>					<b>Lender Name:</b>					
<b>Legal:</b>	<b>Lot Number:</b>	591								
	<b>Map Ref:</b>	MB 28 PG 8-10								
	<b>City/Muni/Twp:</b>	UNINCORPORATED								
	<b>Subdivision Name:</b>	TRACT NO 587 BROADMOOR VILLAGE MAP NO 4 IN UNINCOR								

	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
6	812 87TH ST	10/09/2024	\$1,300,000.00	\$1,160.00	1120	6/3/1	1948	5002		.10

<b>Site Address:</b>	DALY CITY, CA 94015-3607				<b>APN:</b>	006-091-290				
<b>Doc Type:</b>	Grant Deed				<b>Document #:</b>	2024-053273				
<b>Price Code:</b>	R				<b>Use Code:</b>	Single Family Residential				
<b>Buyer Name:</b>	COLE, RUSSELL H - COLE, NATALIE A				<b>Seller Name:</b>	SMITH, NORMAN O - SMITH, RUTH E				
<b>Loan Amount:</b>					<b>Lender Name:</b>					
<b>Legal:</b>	<b>Lot Number:</b>	532								
	<b>Map Ref:</b>	MB 27 PG 5 6								
	<b>City/Muni/Twp:</b>	UNINCORPORATED								
	<b>Subdivision Name:</b>	TRACT NO 573 BROADMOOR VILLAGE MAP NO 3 UNINCORPOR								

	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
7	816 STONEYFORD DR	10/01/2024	\$1,075,000.00	\$959.00	1120	6/3/1	1949	5931		.29

<b>Site Address:</b>	DALY CITY, CA 94015-3644				<b>APN:</b>	006-103-540				
<b>Doc Type:</b>	Grant Deed				<b>Document #:</b>	2024-051906				
<b>Price Code:</b>	R				<b>Use Code:</b>	Single Family Residential				
<b>Buyer Name:</b>	KAN, WESLEY - KAN, JESSICA				<b>Seller Name:</b>	TAPELLA, DONNA M - DONNA M TAPELLA REVOCABLE TRUST,				
<b>Loan Amount:</b>					<b>Lender Name:</b>					
<b>Legal:</b>	<b>Lot Number:</b>	703								
	<b>Map Ref:</b>	MB 28 PG 8-10								
	<b>City/Muni/Twp:</b>	UNINCORPORATED								
	<b>Subdivision Name:</b>	TRACT NO 587 BROADMOOR VILLAGE MAP NO 4 IN UNINCOR								

	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
8	72 ELMWOOD DR	08/27/2024	\$1,215,000.00	\$874.00	1390	7/3/1	1952	3300		.30

<b>Site Address:</b>	DALY CITY, CA 94015-3423				<b>APN:</b>	002-121-200				
<b>Doc Type:</b>	Grant Deed				<b>Document #:</b>	2024-045265				
<b>Price Code:</b>	R				<b>Use Code:</b>	Single Family Residential				
<b>Buyer Name:</b>	NAZARENO, JOY SORIANO - RONDOLO, JAN VINCENT ROXAS				<b>Seller Name:</b>	BURNS, LORI A - SEVIERI, CHRISTINE M				
<b>Loan Amount:</b>					<b>Lender Name:</b>					
<b>Legal:</b>	<b>Lot Number:</b>	46								
	<b>Map Ref:</b>	MB 34 PG 35								
	<b>City/Muni/Twp:</b>	DALY CITY								
	<b>Subdivision Name:</b>	WESTLAKE UNIT NO 4B DALY CITY SAN MATEO COUNT CALI								



Comparable Sales Data

768 STEWART AVE, DALY CITY, CA 94015-3519

	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
9	82 WESTBROOK AVE	08/15/2024	\$1,420,000.00	\$979.00	1450	6/2/1	1951	3400		.38

<b>Site Address:</b>	DALY CITY, CA 94015-3432	<b>APN:</b>	002-125-200
<b>Doc Type:</b>	Grant Deed	<b>Document #:</b>	2024-042893
<b>Price Code:</b>	R	<b>Use Code:</b>	Single Family Residential
<b>Buyer Name:</b>	OKEEFFE, ROBBIE - OKEEFFE, JENNIFER EILEEN	<b>Seller Name:</b>	SHAMIEH, FADI - SHAMIEH, ZIADEH
<b>Loan Amount:</b>		<b>Lender Name:</b>	
<b>Legal:</b>	<b>Lot Number:</b> 20		
	<b>Map Ref:</b> MB 32 PG 8-10		
	<b>City/Muni/Twp:</b> DALY CITY		
	<b>Subdivision Name:</b> WESTLAKE UNIT NO 4 DALY CITY SAN MATEO COUNTY CALI		

	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
10	49 FAIRLAWN AVE	08/02/2024	\$1,080,000.00	\$964.00	1120	6/2/1	1952	3300		.22

<b>Site Address:</b>	DALY CITY, CA 94015-3426	<b>APN:</b>	002-123-050
<b>Doc Type:</b>	Grant Deed	<b>Document #:</b>	2024-040815
<b>Price Code:</b>	R	<b>Use Code:</b>	Single Family Residential
<b>Buyer Name:</b>	YEE, RYAN BINGKIN - PHUONG, LILLIAN	<b>Seller Name:</b>	NAKANISHI, JUDY - JUDY W NAKANISHI TRUST,
<b>Loan Amount:</b>		<b>Lender Name:</b>	
<b>Legal:</b>	<b>Lot Number:</b> 26		
	<b>Map Ref:</b> MB 32 PG 8-10		
	<b>City/Muni/Twp:</b> DALY CITY		
	<b>Subdivision Name:</b> WESTLAKE UNIT NO 4 DALY CITY SAN MATEO COUNTY CALI		

	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
11	868 THORNHILL DR	07/29/2024	\$960,000.00	\$842.00	1140	6/3/1	1949	5512		.25

<b>Site Address:</b>	DALY CITY, CA 94015-3648	<b>APN:</b>	006-094-270
<b>Doc Type:</b>	Grant Deed	<b>Document #:</b>	2024-039900
<b>Price Code:</b>	R	<b>Use Code:</b>	Single Family Residential
<b>Buyer Name:</b>	SCALETAR, DANIEL J - LIU, AMY C	<b>Seller Name:</b>	SCALETAR, GRACE CHAN - ESTATE OF GORDON Y CHAN,
<b>Loan Amount:</b>		<b>Lender Name:</b>	
<b>Legal:</b>	<b>Lot Number:</b> 638		
	<b>Map Ref:</b> MB 28 PG 8-10		
	<b>City/Muni/Twp:</b> UNINCORPORATED		
	<b>Subdivision Name:</b> TRACT NO 587 BROADMOOR VILLAGE MAP NO 4 SAN MATEO		

	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
12	58 PINEHAVEN DR	06/14/2024	\$1,410,000.00	\$824.00	1710	6/3/1	1955	3923		.29

<b>Site Address:</b>	DALY CITY, CA 94015-3547	<b>APN:</b>	006-065-030
<b>Doc Type:</b>	Grant Deed	<b>Document #:</b>	2024-030768
<b>Price Code:</b>	R	<b>Use Code:</b>	Single Family Residential
<b>Buyer Name:</b>	ZHAO, GANG - ZHU, ZHONGQING	<b>Seller Name:</b>	GOLDMAN, JEFFREY S - GOLDMAN, BARRY ALLAN
<b>Loan Amount:</b>		<b>Lender Name:</b>	
<b>Legal:</b>	<b>Lot Number:</b> 31 32		
	<b>Map Ref:</b> MB 38 PG 28 29		
	<b>City/Muni/Twp:</b> DALY CITY		
	<b>Subdivision Name:</b> WESTLAKE SUBDIVISION NO 6C DALY CITY CALIFORNIA		





Comparable Sales Data

768 STEWART AVE, DALY CITY, CA 94015-3519

	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
13	25 DORCHESTER DR	04/05/2024	\$1,229,000.00	\$792.00	1550	6/2/1	1952	3400		.39

<b>Site Address:</b>	DALY CITY, CA 94015-3445	<b>APN:</b>	002-121-480
<b>Doc Type:</b>	Grant Deed	<b>Document #:</b>	2024-017640
<b>Price Code:</b>	R	<b>Use Code:</b>	Single Family Residential
<b>Buyer Name:</b>	YEUNG, WILLIAM SHEK HONG - YEE, TIFFANY M	<b>Seller Name:</b>	HILSZ, VICKI R - CARL D HILSZ AND VICKI R HILSZ REV TR,
<b>Loan Amount:</b>		<b>Lender Name:</b>	
<b>Legal:</b>	<b>Lot Number:</b> 7		
	<b>Map Ref:</b> MB 34 PG 35		
	<b>City/Muni/Twp:</b> DALY CITY		
	<b>Subdivision Name:</b> WESTLAKE UNIT NO 46		

	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
14	928 FOOTHILL DR	04/04/2024	\$1,410,000.00	\$952.00	1480	7/3/1	1948	5002		.17

<b>Site Address:</b>	DALY CITY, CA 94015-3501	<b>APN:</b>	006-082-240
<b>Doc Type:</b>	Grant Deed	<b>Document #:</b>	2024-017406
<b>Price Code:</b>	R	<b>Use Code:</b>	Single Family Residential
<b>Buyer Name:</b>	THORPE, GEOFFREY L - AUCELLA, ARLENE F	<b>Seller Name:</b>	CALLAHAN, JAMES A - VALERIE P WILLSEA LIVING TRUST,
<b>Loan Amount:</b>		<b>Lender Name:</b>	
<b>Legal:</b>	<b>Lot Number:</b> 880		
	<b>Map Ref:</b> MB 28 PG 8-10		
	<b>City/Muni/Twp:</b> UNINCORPORATED		
	<b>Subdivision Name:</b> TRACT NO 587 BROADMOOR VILLAGE MAP NO 4 IN UNINCOR		

	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
15	715 LARCHMONT DR	03/05/2024	\$1,118,000.00	\$998.00	1120	6/3/1	1949	5247		.31

<b>Site Address:</b>	DALY CITY, CA 94015-3639	<b>APN:</b>	006-131-020
<b>Doc Type:</b>	Grant Deed	<b>Document #:</b>	2024-011722
<b>Price Code:</b>	R	<b>Use Code:</b>	Single Family Residential
<b>Buyer Name:</b>	TANG, JIE - XIA, HUIFEN	<b>Seller Name:</b>	MUNOZ, JUAN CARLOS A - MUNOZ, MARIA REBECCA C
<b>Loan Amount:</b>		<b>Lender Name:</b>	
<b>Legal:</b>	<b>Lot Number:</b> 605		
	<b>Map Ref:</b> MB 28 PG 8-10		
	<b>City/Muni/Twp:</b> UNINCORPORATED		
	<b>Subdivision Name:</b> TRACT NO 587 BROADMOOR VILLAGE MAP NO 4 IN UNINCOR		

	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
16	298 BELMAR AVE	01/30/2024	\$1,350,000.00	\$906.00	1490	6/3/2	1951	4536		.28

<b>Site Address:</b>	DALY CITY, CA 94015-3228	<b>APN:</b>	002-161-130
<b>Doc Type:</b>	Grant Deed	<b>Document #:</b>	2024-005733
<b>Price Code:</b>	R	<b>Use Code:</b>	Single Family Residential
<b>Buyer Name:</b>	ZHONG, MAY JIEWEI - WU, JACKIE	<b>Seller Name:</b>	CHUANG, ALLEN S C - ALLEN S C CHUANG LIVING TRUST,
<b>Loan Amount:</b>		<b>Lender Name:</b>	
<b>Legal:</b>	<b>Lot Number:</b> 19		
	<b>Map Ref:</b> MB 32 PG 8-10		
	<b>City/Muni/Twp:</b> DALY CITY		
	<b>Subdivision Name:</b> WESTLAKE UNIT NO 4 DALY CITY SAN MATEO COUNTY CALI		



Comparable Sales Data

768 STEWART AVE, DALY CITY, CA 94015-3519

	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
17	612 MANILA WAY	01/30/2024	\$1,190,000.00	\$894.00	1330	6/3/1	1947	7218		.29

<b>Site Address:</b>	DALY CITY, CA 94015-3609	<b>APN:</b>	006-124-140
<b>Doc Type:</b>	Grant Deed	<b>Document #:</b>	2024-005671
<b>Price Code:</b>	R	<b>Use Code:</b>	Single Family Residential
<b>Buyer Name:</b>	ALCANTARA, JASON - ALCANTARA, RACHYL	<b>Seller Name:</b>	MENESES, EDGARDO - MENESES, OLIVIA
<b>Loan Amount:</b>		<b>Lender Name:</b>	
<b>Legal:</b>	<b>Lot Number:</b> 462 <b>Map Ref:</b> MB 27 PG 5 6 <b>City/Muni/Twp:</b> UNINCORPORATED <b>Subdivision Name:</b> TRACT NO 573 BROADMOOR VILLAGE MAP NO 3 IN UNINCOR		

	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
18	1204 NIMITZ DR	12/18/2023	\$1,350,000.00	\$639.00	2111	10/5/3	1948	5010		.16

<b>Site Address:</b>	DALY CITY, CA 94015-3621	<b>APN:</b>	006-121-470
<b>Doc Type:</b>	Grant Deed	<b>Document #:</b>	2023-066779
<b>Price Code:</b>	R	<b>Use Code:</b>	Single Family Residential
<b>Buyer Name:</b>	HUANG, CHRISTOPHER - YU, SHUZHEN	<b>Seller Name:</b>	CHAN, KEVIN PETER - CHAN, VALERIE ANN
<b>Loan Amount:</b>		<b>Lender Name:</b>	
<b>Legal:</b>	<b>Lot Number:</b> 494 <b>Map Ref:</b> MB 27 PG 5 6 <b>City/Muni/Twp:</b> UNINCORPORATED <b>Subdivision Name:</b> TRACT NO 573 BROADMOOR VILLAGE MAP NO 3 IN UNINCOR		

	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
19	76 ELMWOOD DR	12/11/2023	\$1,100,000.00	\$990.00	1110	6/3/1	1952	3300		.29

<b>Site Address:</b>	DALY CITY, CA 94015-3423	<b>APN:</b>	002-121-210
<b>Doc Type:</b>	Grant Deed	<b>Document #:</b>	2023-065141
<b>Price Code:</b>	R	<b>Use Code:</b>	Single Family Residential
<b>Buyer Name:</b>	HARRIS, EDDY - HARRIS, JULIE	<b>Seller Name:</b>	BARBIERI, JOHN - BARBIERI, ANTONIO
<b>Loan Amount:</b>		<b>Lender Name:</b>	
<b>Legal:</b>	<b>Lot Number:</b> 47 <b>Map Ref:</b> MB 34 PG 35 <b>City/Muni/Twp:</b> DALY CITY <b>Subdivision Name:</b> WESTLAKE UNIT NO 4B DALY CITY SAN MATEO COUNTY CAL		



SUMMARY COMPARABLES

768 STEWART AVE, DALY CITY, CA 94015-3519

MALABED, CHRISTOPHER C; MALABED, CYNTHIA V - APN: 006-111-310 - SAN MATEO COUNTY

Year Built: 1948      Lot: 5,200 SF      Bld/Area: 2150      Pool:      RM/BR/Bth: 6/3/2

#	Address	Date	Price	\$/SF	Bld/Area	RM/BR/Bth	YB	Lot	Pool	Proxim.
1	856 87TH ST	12/18/2024	\$1,485,000.00	\$769.00	1930	8/4/2	1949	7505		.18
2	5 PINEHAVEN DR	12/12/2024	\$1,250,000.00	\$712.00	1755	7/3/2	1954	4495		.26
3	760 LARCHMONT DR	12/11/2024	\$905,000.00	\$793.00	1140	6/3/1	1949	7552		.23
4	1027 NIMITZ DR	12/02/2024	\$1,050,000.00	\$897.00	1170	6/3/1	1947	10547		.33
5	728 LARCHMONT DR	11/22/2024	\$890,000.00	\$780.00	1140	6/3/1	1949	8060		.29
6	812 87TH ST	10/09/2024	\$1,300,000.00	\$1,160.00	1120	6/3/1	1948	5002		.10
7	816 STONEYFORD DR	10/01/2024	\$1,075,000.00	\$959.00	1120	6/3/1	1949	5931		.29
8	72 ELMWOOD DR	08/27/2024	\$1,215,000.00	\$874.00	1390	7/3/1	1952	3300		.30
9	82 WESTBROOK AVE	08/15/2024	\$1,420,000.00	\$979.00	1450	6/2/1	1951	3400		.38
10	49 FAIRLAWN AVE	08/02/2024	\$1,080,000.00	\$964.00	1120	6/2/1	1952	3300		.22
11	868 THORNHILL DR	07/29/2024	\$960,000.00	\$842.00	1140	6/3/1	1949	5512		.25
12	58 PINEHAVEN DR	06/14/2024	\$1,410,000.00	\$824.00	1710	6/3/1	1955	3923		.29
13	25 DORCHESTER DR	04/05/2024	\$1,229,000.00	\$792.00	1550	6/2/1	1952	3400		.39
14	928 FOOTHILL DR	04/04/2024	\$1,410,000.00	\$952.00	1480	7/3/1	1948	5002		.17
15	715 LARCHMONT DR	03/05/2024	\$1,118,000.00	\$998.00	1120	6/3/1	1949	5247		.31
16	298 BELMAR AVE	01/30/2024	\$1,350,000.00	\$906.00	1490	6/3/2	1951	4536		.28
17	612 MANILA WAY	01/30/2024	\$1,190,000.00	\$894.00	1330	6/3/1	1947	7218		.29
18	1204 NIMITZ DR	12/18/2023	\$1,350,000.00	\$639.00	2111	10/5/3	1948	5010		.16
19	76 ELMWOOD DR	12/11/2023	\$1,100,000.00	\$990.00	1110	6/3/1	1952	3300		.29



NEIGHBORHOOD OVERVIEW - NEARBY NEIGHBORS				768 STEWART AVE, DALY CITY, CA 94015-3519			
MALABED, CHRISTOPHER C; MALABED, CYNTHIA V				HUANG MINGREN; FENG YONGJI			
768 STEWART AVE, DALY CITY, CA 94015				764 STEWART AVE, DALY CITY, CA 94015			
APN:		006-111-310		APN:		006-111-300	
Bedrooms:		3		Bedrooms:		3	
Bathrooms:		2		Bathrooms:		1	
Square Feet:		2,150		Square Feet:		1,150	
Lot Size:		5,200 SF		Lot Size:		5,200 SF	
Year Built:		1948		Year Built:		1948	
Garage:		D		Garage:		A	
CHESO WAYNE A & LAWRENCE				TOLENTINO ILUMINADA TR; MEDIOS CELESTE J & FRANKLIN B			
772 STEWART AVE, DALY CITY, CA 94015				760 STEWART AVE, DALY CITY, CA 94015			
APN:		006-111-510		APN:		006-111-290	
Bedrooms:		3		Bedrooms:		3	
Bathrooms:		1		Bathrooms:		2	
Square Feet:		1,150		Square Feet:		2,070	
Lot Size:		5,623 SF		Lot Size:		5,200 SF	
Year Built:		1948		Year Built:		1948	
Garage:		A		Garage:		A	
ANGELES LOREN S & ZOILA V				FONG ROLAND WONG & JINFENG Y			
776 STEWART AVE, DALY CITY, CA 94015				808 ELLIS DR, DALY CITY, CA 94015			
APN:		006-084-170		APN:		006-084-150	
Bedrooms:		1		Bedrooms:		3	
Bathrooms:		2		Bathrooms:		1	
Square Feet:		1,390		Square Feet:		1,120	
Lot Size:		6,477 SF		Lot Size:		5,206 SF	
Year Built:		1948		Year Built:		1948	
Garage:		A		Garage:		A	
TONG JONATHAN S TR; TONG NANNETTE M TR				DAY SANDRA P TR; DAY SANDRA P TRUST			
761 STEWART AVE, DALY CITY, CA 94015				756 STEWART AVE, DALY CITY, CA 94015			
APN:		006-112-010		APN:		006-111-280	
Bedrooms:		3		Bedrooms:		4	
Bathrooms:		1		Bathrooms:		1	
Square Feet:		1,490		Square Feet:		1,370	
Lot Size:		7,320 SF		Lot Size:		5,200 SF	
Year Built:		1948		Year Built:		1948	
Garage:		U		Garage:		A	
LO RICHARD J TR; LO RICHARD J TRUST				SALO SELMA TR; SALO ALLAN & SELMA TRUST			
755 STEWART AVE, DALY CITY, CA 94015				812 ELLIS DR, DALY CITY, CA 94015			
APN:		006-112-020		APN:		006-084-140	
Bedrooms:		4		Bedrooms:		3	
Bathrooms:		1		Bathrooms:		1	
Square Feet:		1,690		Square Feet:		1,150	
Lot Size:		5,601 SF		Lot Size:		5,200 SF	
Year Built:		1948		Year Built:		1948	
Garage:		A		Garage:		A	
HELD CYNTHIA TSANG TR; HELD CYNTHIA TSANG TRUST				WONG OH; YAO JIAJIA			
773 STEWART AVE, DALY CITY, CA 94015				751 STEWART AVE, DALY CITY, CA 94015			
APN:		006-086-010		APN:		006-112-030	
Bedrooms:		3		Bedrooms:		4	
Bathrooms:		1		Bathrooms:		3	
Square Feet:		1,400		Square Feet:		1,770	
Lot Size:		5,483 SF		Lot Size:		5,003 SF	
Year Built:		1948		Year Built:		1948	
Garage:		D		Garage:		A	
PAO YAT CHIU TR; PAO ANGIE KOK TR				ANGELES, WUDRU; ANGELES, MYLA			
816 ELLIS DR, DALY CITY, CA 94015				752 STEWART AVE, DALY CITY, CA 94015			
APN:		006-084-130		APN:		006-111-270	
Bedrooms:		3		Bedrooms:		3	
Bathrooms:		3		Bathrooms:		1	
Square Feet:		2,160		Square Feet:		1,150	
Lot Size:		5,200 SF		Lot Size:		5,200 SF	
Year Built:		1948		Year Built:		1948	
Garage:		A		Garage:		A	
BREDER STEVEN CHRISTOPHER & COURTNEY MARIE				GARLOW PAUL & LING TRAN			
780 MADDUX DR, DALY CITY, CA 94015				749 STEWART AVE, DALY CITY, CA 94015			
APN:		006-112-270		APN:		006-112-040	
Bedrooms:		3		Bedrooms:		3	
Bathrooms:		1		Bathrooms:		2	
Square Feet:		1,150		Square Feet:		2,000	
Lot Size:		5,198 SF		Lot Size:		5,002 SF	
Year Built:		1948		Year Built:		1948	
Garage:		A		Garage:		A	

PUBLIC SCHOOL REPORT

768 STEWART AVE, DALY CITY, CA 94015-3519

Public School Statistics

Marjorie H. Tobias Elementary

.42 from subject property

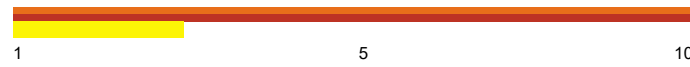
725 Southgate Ave.  
Daly City, CA 94015-4015  
(650) 991-1246

- Kindergarten - Grade 6
- Student Teacher Ratio: 1:17.8
- Full Time Equivalent Administrators : 17

Grade Membership

<u>KDGN</u>	<u>GR - 1</u>	<u>GR - 2</u>	<u>GR - 3</u>	<u>GR - 4</u>	<u>GR - 5</u>	<u>GR - 6</u>	<u>Total</u>
58	41	41	60	38	44	46	328

API Score



Garden Village Elementary

.43 from subject property

208 Garden Ln.  
Colma, CA 94015-4015  
(650) 991-1233

- Kindergarten - Grade 6
- Student Teacher Ratio: 1:19.6
- Full Time Equivalent Administrators : 17

Grade Membership

<u>KDGN</u>	<u>GR - 1</u>	<u>GR - 2</u>	<u>GR - 3</u>	<u>GR - 4</u>	<u>GR - 5</u>	<u>GR - 6</u>	<u>Total</u>
60	35	55	42	43	48	50	333

API Score



Benjamin Franklin Intermediate

.02 from subject property

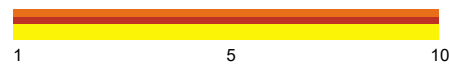
700 Stewart Ave.  
Colma, CA 94015-4015  
(650) 991-1202

- Grade 7 - Grade 8
- Student Teacher Ratio: 1:23
- Full Time Equivalent Administrators : 32

Grade Membership

<u>GR - 7</u>	<u>GR - 8</u>	<u>Total</u>
205	247	452

API Score



Westmoor High

.84 from subject property

131 Westmoor Ave.  
Daly City, CA 94015-3893  
(650) 550-7400

- Grade 9 - Grade 12
- Student Teacher Ratio: 1:23.1
- Full Time Equivalent Administrators : 88

Grade Membership

<u>GR - 9</u>	<u>GR - 10</u>	<u>GR - 11</u>	<u>GR - 12</u>	<u>Total</u>
495	434	465	423	1,817

API Score





PRIVATE SCHOOL REPORT

768 STEWART AVE, DALY CITY, CA 94015-3519

Private School Statistics

OUR LADY MERCY ELEM SCHOOL

.38 from subject property

7 ELMWOOD DRIVE  
DALY CITY, CA 94015-3424  
(650) 756-3395

- Kindergarten - Grade 8
- Student Teacher Ratio: 1:25.1
- Full Time Equivalent Administrators : 19.5

- Gender: Coed
- Roman Catholic

Grade Membership

<u>KDGN</u>	<u>GR - 1</u>	<u>GR - 2</u>	<u>GR - 3</u>	<u>GR - 4</u>	<u>GR - 5</u>	<u>GR - 6</u>	<u>GR - 7</u>	<u>GR - 8</u>	<u>Total</u>
43	48	37	54	66	54	68	65	54	489

HOPE LUTHERAN SCHOOL

1.03 from subject property

55 SAN FERNANDO WAY  
DALY CITY, CA 94015-2065  
(650) 991-4673

- Kindergarten - Grade 6
- Student Teacher Ratio: 1:23.8
- Full Time Equivalent Administrators : 5

- Gender: Coed
- Lutheran Church - Missouri Synod

Grade Membership

<u>KDGN</u>	<u>GR - 1</u>	<u>GR - 2</u>	<u>GR - 3</u>	<u>GR - 4</u>	<u>GR - 5</u>	<u>GR - 6</u>	<u>Total</u>
14	14	13	7	14	8	7	119

HOLY ANGELS ELEM SCHOOL

1.08 from subject property

20 REINER STREET  
COLMA, CA 94014-2552  
(650) 755-0220

- Kindergarten - Grade 8
- Student Teacher Ratio: 1:19.1
- Full Time Equivalent Administrators : 13.9

- Gender: Coed
- Roman Catholic

Grade Membership

<u>KDGN</u>	<u>GR - 1</u>	<u>GR - 2</u>	<u>GR - 3</u>	<u>GR - 4</u>	<u>GR - 5</u>	<u>GR - 6</u>	<u>GR - 7</u>	<u>GR - 8</u>	<u>Total</u>
30	23	24	24	30	29	34	36	36	266

ST THOMAS MORE ELEM SCHOOL

1.35 from subject property

50 THOMAS MORE WAY  
SAN FRANCISCO, CA 94132-2911  
(415) 337-0100

- Kindergarten - Grade 8
- Student Teacher Ratio: 1:25.8
- Full Time Equivalent Administrators : 11.8

- Gender: Coed
- Roman Catholic

Grade Membership

<u>KDGN</u>	<u>GR - 1</u>	<u>GR - 2</u>	<u>GR - 3</u>	<u>GR - 4</u>	<u>GR - 5</u>	<u>GR - 6</u>	<u>GR - 7</u>	<u>GR - 8</u>	<u>Total</u>
32	36	37	33	25	35	38	34	34	304

HOLY TRINITY ORTHODOX SCHOOL

1.35 from subject property

999 BROTHERHOOD WAY  
SAN FRANCISCO, CA 94132-2904  
(415) 584-8451

- Kindergarten - Grade 8
- Student Teacher Ratio: 1:7.2
- Full Time Equivalent Administrators : 5.3

- Gender: Coed
- Greek Orthodox

Grade Membership

<u>KDGN</u>	<u>GR - 1</u>	<u>GR - 2</u>	<u>GR - 3</u>	<u>GR - 4</u>	<u>GR - 5</u>	<u>GR - 6</u>	<u>GR - 7</u>	<u>GR - 8</u>	<u>Total</u>
7	3	2	2	1	7	4	4	8	38

KZV ARMENIAN SCHOOL

1.39 from subject property

825 BROTHERHOOD WAY  
SAN FRANCISCO, CA 94132-2903  
(415) 586-8686

- Prekindergarten - Grade 8
- Student Teacher Ratio: 1:8.0
- Full Time Equivalent Administrators : 13.1

- Gender: Coed
- Other

Grade Membership

<u>PK</u>	<u>KDGN</u>	<u>GR - 1</u>	<u>GR - 2</u>	<u>GR - 3</u>	<u>GR - 4</u>	<u>GR - 5</u>	<u>GR - 6</u>	<u>GR - 7</u>	<u>GR - 8</u>	<u>Total</u>
24	15	10	8	7	13	15	8	16	13	129





PRIVATE SCHOOL REPORT

768 STEWART AVE, DALY CITY, CA 94015-3519

Private School Statistics

BRANDEIS-HILLEL DAY SCHOOL

1.40 from subject property

655 BROTHERHOOD WAY  
SAN FRANCISCO, CA 94132-2901  
(415) 406-1035

- Kindergarten - Grade 8
- Student Teacher Ratio: 1:6.9
- Full Time Equivalent Administrators : 79.6

- Gender: Coed
- Jewish

Grade Membership

<u>KDGN</u>	<u>GR - 1</u>	<u>GR - 2</u>	<u>GR - 3</u>	<u>GR - 4</u>	<u>GR - 5</u>	<u>GR - 6</u>	<u>GR - 7</u>	<u>GR - 8</u>	<u>Total</u>
67	66	59	54	63	61	59	54	68	551

OUR LADY PERPETUAL HELP SCHOOL

1.49 from subject property

80 WELLINGTON AVENUE  
DALY CITY, CA 94014-1123  
(650) 755-4438

- Kindergarten - Grade 8
- Student Teacher Ratio: 1:29.2
- Full Time Equivalent Administrators : 10

- Gender: Coed
- Roman Catholic

Grade Membership

<u>KDGN</u>	<u>GR - 1</u>	<u>GR - 2</u>	<u>GR - 3</u>	<u>GR - 4</u>	<u>GR - 5</u>	<u>GR - 6</u>	<u>GR - 7</u>	<u>GR - 8</u>	<u>Total</u>
34	26	27	34	32	35	34	36	34	292

THE HILLDALE SCHOOL

1.55 from subject property

79 FLORENCE STREET  
DALY CITY, CA 94014-2145  
(650) 756-4737

- Kindergarten - Grade 8
- Student Teacher Ratio: 1:5.8
- Full Time Equivalent Administrators : 7.9

- Gender: Coed
- Nonsectarian

Grade Membership

<u>KDGN</u>	<u>GR - 1</u>	<u>GR - 2</u>	<u>GR - 3</u>	<u>GR - 4</u>	<u>GR - 5</u>	<u>GR - 6</u>	<u>GR - 8</u>	<u>Total</u>
6	11	4	6	4	5	9	1	46

MONTESSORI CHILDREN'S CENTER

1.65 from subject property

80 JUAN BAUTISTA CIRCLE  
SAN FRANCISCO, CA 94132-2442  
(415) 333-4410

- Prekindergarten - Kindergarten
- Student Teacher Ratio: 1:0.6
- Full Time Equivalent Administrators : 3.6

- Gender: Coed
- Nonsectarian

Grade Membership

<u>PK</u>	<u>KDGN</u>	<u>Total</u>
36	2	38

**768 STEWART AVE, DALY CITY, CA 94015-3519**

## Population Demographics

Area	2000	2009	2014	Growth Rate	Growth Centile
ZIP 94015-3519	59,825	65,199		9.0%	67.7%
National	306,603,772	326,569,308		6.5%	62.5%

## Household Demographics

Area	2000	2009	2014	Household Growth Rate	Average Household Size
ZIP 94015-3519	19,594	20,542		4.8%	3.1
National	114,761,359	122,354,219		6.6%	2.6

## Family Demographics

Area	2000	2009	Family Growth Rate
ZIP 94015-3519	13,386	14,633	9.3%
National	76,507,230	79,849,830	4.4%

### Age Distribution Demographics

Area	0-4	5-9	10-14	15-19	20-24	25-44	45-64	65-84	85+
ZIP 94015-3519	4.6%	4.7%	3.6%	5.2%	7.3%	29.9%	26.6%	14.9%	3.2%
National	6.0%	6.1%	6.5%	6.5%	6.7%	26.5%	25.6%	14.1%	2.0%

### Median Age Demographics

Area	2009	Male Ratio	Female Ratio
ZIP 94015-3519		0.5%	0.5%
National		0.5%	0.5%

### Household Income Demographics

Area	% < \$25K	% \$25K-50K	% \$50K-100K	% \$100K-150K	% >\$150K
ZIP 94015-3519	10.8%	11.0%	28.1%	20.5%	12.7%
National	18.4%	20.6%	30.0%	15.6%	7.1%

### Median Household Income Demographics

Area	2009	2014	Per Capita Income
ZIP 94015-3519	\$100,208.00		\$38,965.81
National	\$64,994.00		\$34,299.49

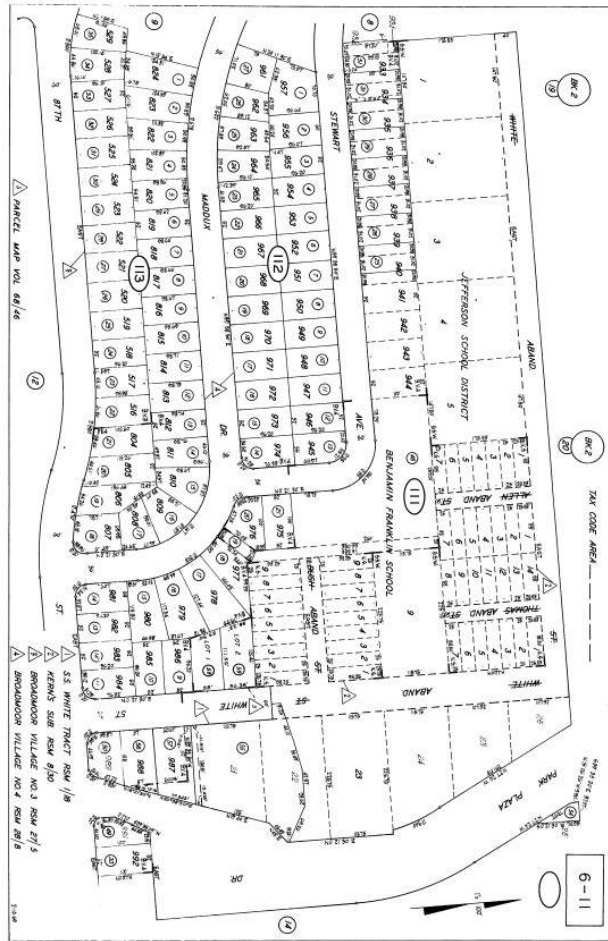
### Household Income Percentile Demographics

Area	National	State
ZIP 94015-3519	91.4%	76.4%

**PLAT MAP**

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

[Click map image to view PDF version](#)





## LIMITATIONS OF LIABILITY

THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABSTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS, OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.

This property profile is being provided as a general service to the community at large without the condition of the referral of title insurance business.

Report/Invoice #: 3410702

Date: 02/05/2025

## JCP-LGS Natural Hazard Disclosures Order Invoice

**USA NATIONAL TITLE COMPANY**333 GELLERT BLVD STE 136  
DALY CITY, CA 94015

Ref. #:

Escrow #: 182504705

Officer: JORGE GUTIERREZ

APN: 006-111-310

Attn: ESCROW

Subject Property:

768 STEWART AVE

DALY CITY, CA 94015

Date	Product Name	Total
02/05/2025	JCP-LGS Industry Standard Package	\$123.95
	Amount Due:	<u>\$123.95</u>

**Make Payment to:** JCP-LGS Reports Natural Hazard Disclosures  
P. O. Box 51240  
Los Angeles, CA 90051-5540  
Reference Invoice # **3410702** on the check

Demand is hereby made on the above referenced escrow for disclosure services. This demand is due and payable upon the close of escrow.

If this listing and/or escrow has cancelled, or if the escrow has transferred, please contact us immediately so that we may forward the invoice to the responsible party or cancel the order accordingly.

Please direct all billing changes or inquiries to: [jcp-lgs.reports@firstam.com](mailto:jcp-lgs.reports@firstam.com) or (800) 748-5233.

NOTE: IF THE SALE/TRANSFER OF THIS PROPERTY COMPLETES AND THE REPORT FEES REMAIN OUTSTANDING, ORDERING AGENT/PARTY SHALL BE RESPONSIBLE FOR PAYMENT.

***THERE CAN BE NO USE OF, OR RELIANCE ON, THIS REPORT UNLESS WE HAVE RECEIVED PAYMENT, IN FULL, FOR THE REPORT.***

Provided for Convenience Only.

## ACKNOWLEDGMENT OF RECEIPT OF CONSUMER INFORMATION PAMPHLETS AND DISCLAIMER


Property Address: 768 STEWART AVE, DALY CITY, CA 94015

The accompanying pages are "signature pages" requiring signatures of acknowledgment that were compiled for your convenience relating to the purchase transaction of the above referenced property from the following five (5) sources listed below. Prior to signing this page, or, the accompanying pages, read the IMPORTANT DISCLAIMER set forth below.

1. **Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants** from the California Environmental Protection Agency available at:  
<https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Resid-Enviro-Hazards-Guide-English-j.pdf>
2. **Protect Your Family from Lead in Your Home** from the United States Environmental Protection Agency available at:  
<https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Lead-in-Your-Home-English.pdf>
3. **What is your Home Energy Rating (HERS)** from the California Energy Commission available at:  
<https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Home-Energy-Rating-color.pdf>
4. **Homeowner's Guide to Earthquake Safety** from the California Seismic Safety Commission available at:  
<https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Homeowners-Guide-to-EQ-Safety-English.pdf>  
(Signature for Homeowner's Guide to Earthquake Safety only necessary if Property built before 1960.)
5. **A Brief Guide To Mold, Moisture and Your Home** from the United States Environmental Protection Agency available at:  
<https://orderform.disclosures.com/Content/Files/ElectronicBookshelf/Mold-Guide-English.pdf>

I acknowledge receipt of the five (5) listed pamphlet(s) via the links set forth above.

I acknowledge that I have read the IMPORTANT DISCLAIMER below these signature lines.

<p>DocuSigned by:</p> <p>Seller: <u>Chris Malabed</u></p> <p>9D015FF78873486...</p> <p>Date: <u>2/6/2025</u></p>	<p>DocuSigned by:</p> <p><u>[Signature]</u></p> <p>0C7D6B02368842B...</p> <p>Date: <u>2/14/2025</u></p>	<p>Buyer: _____</p> <p>Date: _____</p>
<p>DocuSigned by:</p> <p>Seller: <u>Cynthia Malabed</u></p> <p>F8956FA67E28401...</p> <p>Date: <u>2/6/2025</u></p>		<p>Buyer: _____</p> <p>Date: _____</p>
<p>Signed by:</p> <p>Seller's Agent: <u>B. Santiago S. Tan</u> </p> <p>B86493EB9169472...</p> <p>Date: <u>2/6/2025</u></p>		<p>Buyer's Agent: _____</p> <p>Date: _____</p>

**IMPORTANT DISCLAIMER:** THE ACCOMPANYING CONSOLIDATED SIGNATURE PAGES, INCLUDING THIS PAGE, ARE PROVIDED SOLELY FOR CONVENIENCE PURPOSES. ALL PARTIES INVOLVED SHOULD NOT RELY ON THESE CONSOLIDATED SIGNATURE PAGES AS A TRUE REPRESENTATION OF ALL THE CLOSING DOCUMENTS INVOLVED IN THE REAL ESTATE TRANSACTION THAT REQUIRE SIGNATURES PRIOR TO CLOSING. ALL SIGNORS SHOULD CONSULT AN ATTORNEY PRIOR TO SIGNING. BUYER AND SELLER SHOULD READ ALL DOCUMENTS PRIOR TO SIGNING ANY REQUIRED SIGNATURE PAGE(S). THESE CONSOLIDATED SIGNATURE PAGES ARE ONLY A SMALL PORTION OF CERTAIN LEGAL DOCUMENTS THAT REQUIRE SIGNATURE(S). IT IS STRONGLY RECOMMENDED THAT ALL PARTIES INVOLVED ASK FOR OR SEEK THE ENTIRE DOCUMENT(S) THAT BELONGS TO EACH SIGNATURE PAGE PRIOR TO SIGNING. THE PARTIES ARE ENCOURAGED TO ENSURE THAT THEY HAVE READ THE ENTIRE DOCUMENT(S) BELONGING TO EACH RESPECTIVE SIGNATURE PAGE PRIOR TO SIGNING SUCH SIGNATURE PAGE. FIRST AMERICAN REAL ESTATE DISCLOSURES CORPORATION. (FAREDC) DISCLAIMS ALL SIGNATURE PAGES FOR ACCURACY AND CURRENCY WHETHER EXPRESSED OR IMPLIED. FAREDC DISCLAIMS ANY AND ALL LIABILITY TO ANY PERSON OR ENTITY FOR ANY TYPES OF CLAIMS ARISING FROM THE SIGNATURE PAGES SET FORTH ON THIS PAGE, OR, ON THE ACCOMPANYING PAGES.



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

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

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

The seller and 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 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 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 **X** Do not know and information not available from local jurisdiction \_\_\_\_\_

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

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

**A 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 **X**

High FHSZ in a state 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 **X**

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

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

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

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

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

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

Signature of Buyer(s)  
*B. Santiago S. Tan*  
B. Santiago S. Tan  
REALTOR

Date  
2/6/2025  
2/6/2025

Signature of Seller(s)  
*Cynthia Malabed*  
Cynthia Malabed  
F96E6FA67E28401...

Date  
2/6/2025

Signature of Seller's Agent

Date

Signature of Seller's Agent

Date

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

☒ 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:

Third-Party Disclosure Provider(s) **FIRST AMERICAN REAL ESTATE DISCLOSURES CORPORATION OPERATING THROUGH ITS JCP-LGS DIVISION.**

Date **05 February 2025**

Buyer represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, 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.

Signature of Buyer(s)

Date

Signature of Buyer(s)

Date

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

- Additional Property-specific Statutory Disclosures: Fire Hazard Severity Zone (AB 38), Fire Hazard Severity Zone Pursuant to Gov. Code §51179, Former Military Ordnance Site, Commercial/Industrial Use Zone, Airport Influence Area, Airport Noise, San Francisco Bay Conservation and Development District Jurisdiction (in S.F. Bay counties only), California Energy Commission Duct Sealing Requirement, Notice of Statewide Right to Farm, Notice of Mining Operations, Sex Offender Database (Megan's Law), Gas and Hazardous Liquid Transmission Pipeline Database.
- Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami.
- General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only), Wood-burning fireplaces.
- Additional Reports - Enclosed if ordered: (1) PROPERTY TAX REPORT (includes state-required Notices of Mello-Roos and 1915 Bond Act Assessments, and Notice of Supplemental Property Tax Bill, (2) ENVIRONMENTAL SCREENING REPORT (discloses Transmission Pipelines, Contaminated Sites, and Oil & Gas Wells). Enclosed if applicable: Local Addenda.
- Government Guides in Combined Booklet with Report. Refer to Booklet: (1) ENVIRONMENTAL HAZARDS: "A Guide for Homeowners, Buyers, Landlords and Tenants"; (2) EARTHQUAKE SAFETY: "The Homeowners Guide To Earthquake Safety" and included "RESIDENTIAL EARTHQUAKE HAZARDS REPORT FORM"; (3) LEAD-BASED PAINT: "Protect Your Family From Lead In Your Home"; (4) BRIEF GUIDE TO MOLD, MOISTURE AND YOUR HOME; (5) WHAT IS YOUR HOME ENERGY RATING? Government Guides are also available on the Company's "Electronic Bookshelf" at: [https://orderform.disclosures.com/resources/electronic\\_bookshelf/regulatory\\_pamphlets](https://orderform.disclosures.com/resources/electronic_bookshelf/regulatory_pamphlets).



**JCP-LGS™**  
Natural Hazard Disclosures

Property Address:

768 STEWART AVE

DALY CITY , CA 94015



I have received a copy of the **WHAT IS YOUR HOME ENERGY RATING?** booklet (CEC-400-2009-008-BR-REV1)

Buyer's Signature

Printed Name

Date

Buyer's Signature

Printed Name

Date

Buyer's Agent Signature

Printed Name

Date

Broker's Name

DocuSigned by:  
*Chris Malabed*  
9D015FF78870488

Seller's Signature

Chris Malabed

Printed Name

2/6/2025

Date

DocuSigned by:  
*Cynthia Malabed*  
F96E6FA67E28401

Seller's Signature

Cynthia Malabed

Printed Name

2/6/2025

Date

Signed by:  
*B. Santiago S. Tan*  
B66492EB9169472

Listing Agent's Signature

B. Santiago S. Tan

Printed Name

2/6/2025

Date

Tan199010449

Broker's Name

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

California Civil Code Section 2079.10 states that if this 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.

For more information, visit: [www.energy.ca.gov/HERS/](http://www.energy.ca.gov/HERS/)



**JCP-LGS™**  
Natural Hazard Disclosures

# Residential Resale Disclosure Report

## NHD + Tax + Environmental

**Property Address:** 768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY

**APN:** 006-111-310

**Report Date:** 02/05/2025

**Report Number:** 3410702

See [TERMS & CONDITIONS](#) on page 58

# Disclosure Insight - FIRE

**Property Address ("Property"):** 768 STEWART AVE, DALY CITY CA 94015

**Report ("Report"):** 3410702 | **Report Date:** 02/05/2025

This Property is **NOT IN** a mapped High or Very High Fire Hazard Severity Zone (FHSZ) identified by CAL FIRE and subject to AB 38.

See [page 16](#) of the Report for further explanation.

This Property is **NOT IN** a Fire Hazard Severity Zone pursuant to California Government Code §51179.

State law allows a local agency, at its discretion, to adopt an FHSZ not identified by CAL FIRE, as an FHSZ. Vegetation Management and Defensible Space standards may be higher within these locally adopted zones.

See [page 18](#) of the Report for further explanation.

Moderate or High fire zones in Local Responsibility Area **not yet released** by State Fire Marshal (SB63).

See [page 17](#) of the Report for further explanation.

## Local Vegetation Management Ordinance?

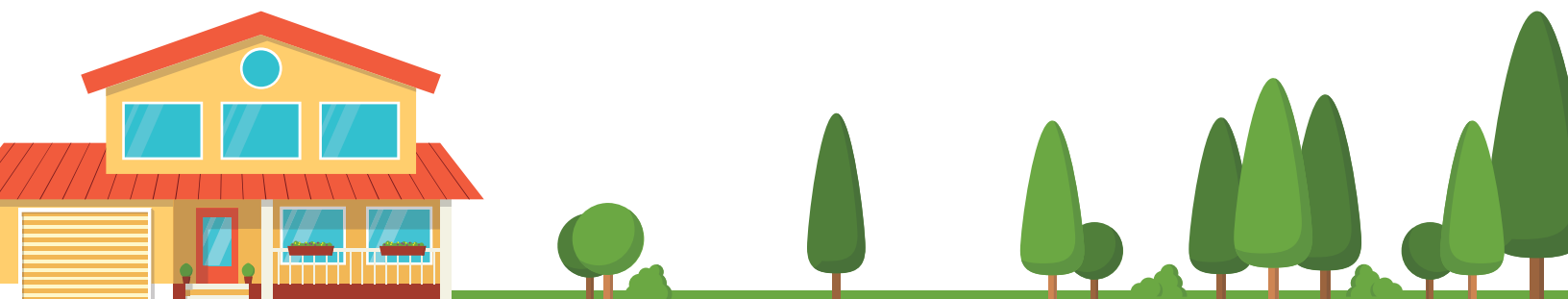
To explore whether this transaction is subject to a local vegetation management ordinance that requires defensible space around the Property, see the [FIRE ZONE DISCUSSION](#) in this report.

## Defensible Space Inspection

The contact information below can help identify the Property's correct fire authority who may provide assistance with information regarding defensible space inspections.

CAL FIRE inspection website, <https://survey123.arcgis.com/share/a15c7706b4114e20b39d2a26294338ed>

COUNTY	AGENCY	CONTACT	JURISDICTION
San Mateo	Colma Fire Protection District	650-755-5666	Broadmoor Village



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

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

The seller and 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 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 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 **X** Do not know and information not available from local jurisdiction \_\_\_\_\_

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

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

**A 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 **X**

High FHSZ in a state 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 **X**

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

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

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

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

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

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

DocuSigned by:  
*Chris Malabed*  
Signature of Seller(s)  
B. Santiago S. Tan  
Date  
2/6/2025

DocuSigned by:  
*Cynthia Malabed*  
Signature of Seller(s)  
Date  
2/6/2025

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

☒ 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:

Third-Party Disclosure Provider(s) **FIRST AMERICAN REAL ESTATE DISCLOSURES CORPORATION OPERATING THROUGH ITS JCP-LGS DIVISION.**

Date **05 February 2025**

Buyer represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, 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.

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

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

- A. Additional Property-specific Statutory Disclosures: Fire Hazard Severity Zone (AB 38), Fire Hazard Severity Zone Pursuant to Gov. Code §51179, Former Military Ordnance Site, Commercial/Industrial Use Zone, Airport Influence Area, Airport Noise, San Francisco Bay Conservation and Development District Jurisdiction (in S.F. Bay counties only), California Energy Commission Duct Sealing Requirement, Notice of Statewide Right to Farm, Notice of Mining Operations, Sex Offender Database (Megan's Law), Gas and Hazardous Liquid Transmission Pipeline Database.
- B. Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami.
- C. General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only), Wood-burning fireplaces.
- D. Additional Reports - Enclosed if ordered: (1) PROPERTY TAX REPORT (includes state-required Notices of Mello-Roos and 1915 Bond Act Assessments, and Notice of Supplemental Property Tax Bill, (2) ENVIRONMENTAL SCREENING REPORT (discloses Transmission Pipelines, Contaminated Sites, and Oil & Gas Wells). Enclosed if applicable: Local Addenda.
- E. Government Guides in Combined Booklet with Report. Refer to Booklet: (1) ENVIRONMENTAL HAZARDS: "A Guide for Homeowners, Buyers, Landlords and Tenants"; (2) EARTHQUAKE SAFETY: "The Homeowners Guide To Earthquake Safety" and included "RESIDENTIAL EARTHQUAKE HAZARDS REPORT FORM"; (3) LEAD-BASED PAINT: "Protect Your Family From Lead In Your Home"; (4) BRIEF GUIDE TO MOLD, MOISTURE AND YOUR HOME; (5) WHAT IS YOUR HOME ENERGY RATING? Government Guides are also available on the Company's "Electronic Bookshelf" at: [https://orderform.disclosures.com/resources/electronic\\_bookshelf/regulatory\\_pamphlets](https://orderform.disclosures.com/resources/electronic_bookshelf/regulatory_pamphlets).
- F. [TERMS & CONDITIONS](#)





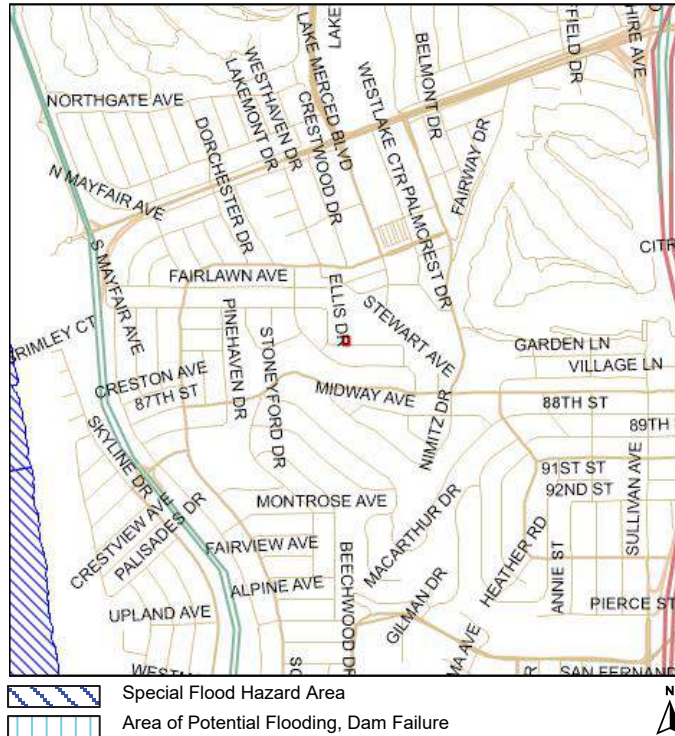
Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

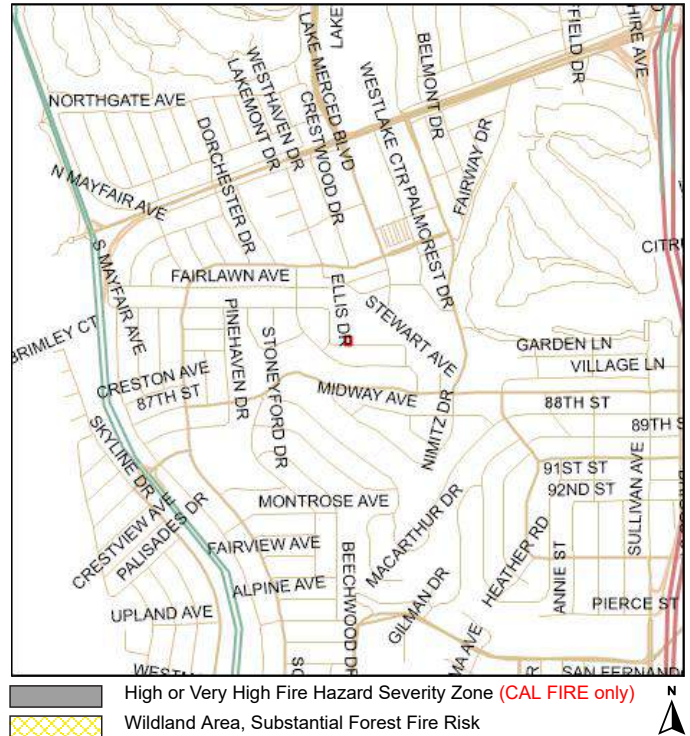
## Hazard Maps

These maps are for convenience only to show the approximate Property location and are not based on a field survey.

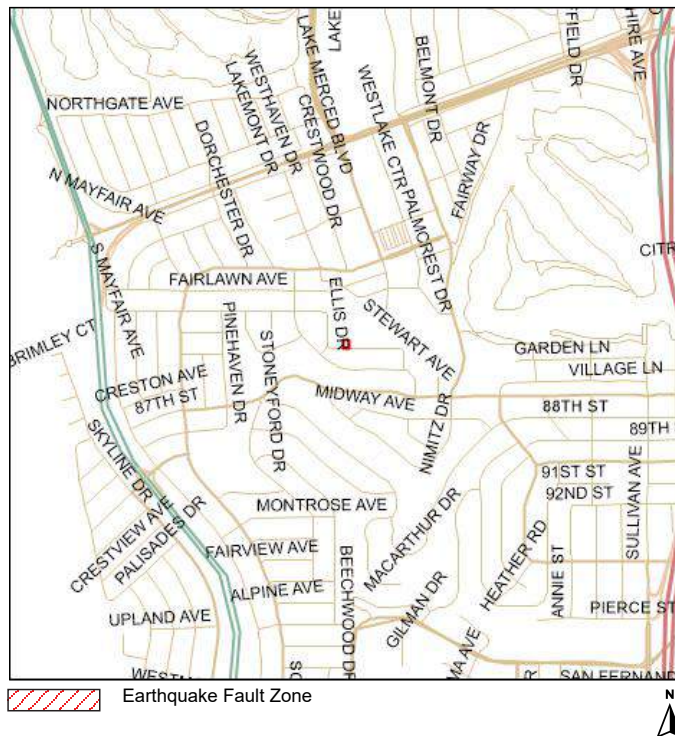
### FLOOD



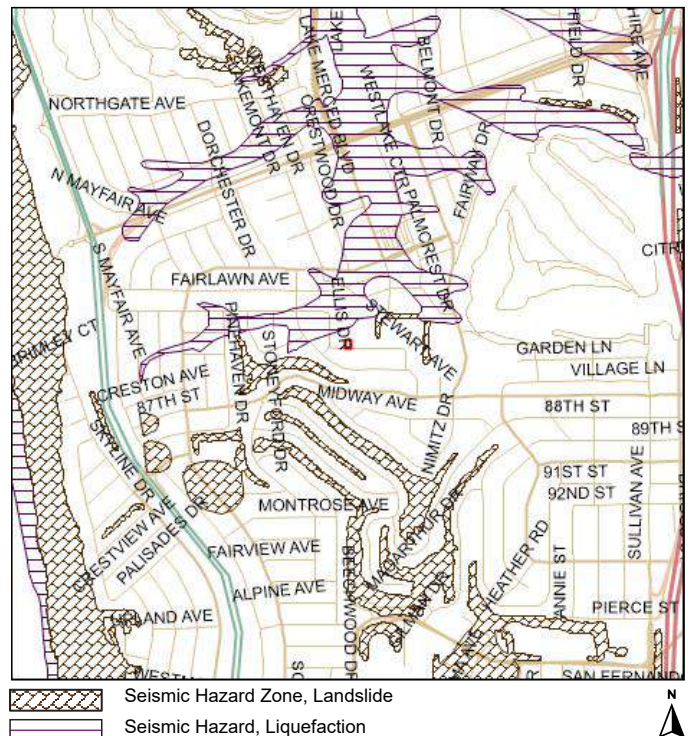
### FIRE



### FAULT



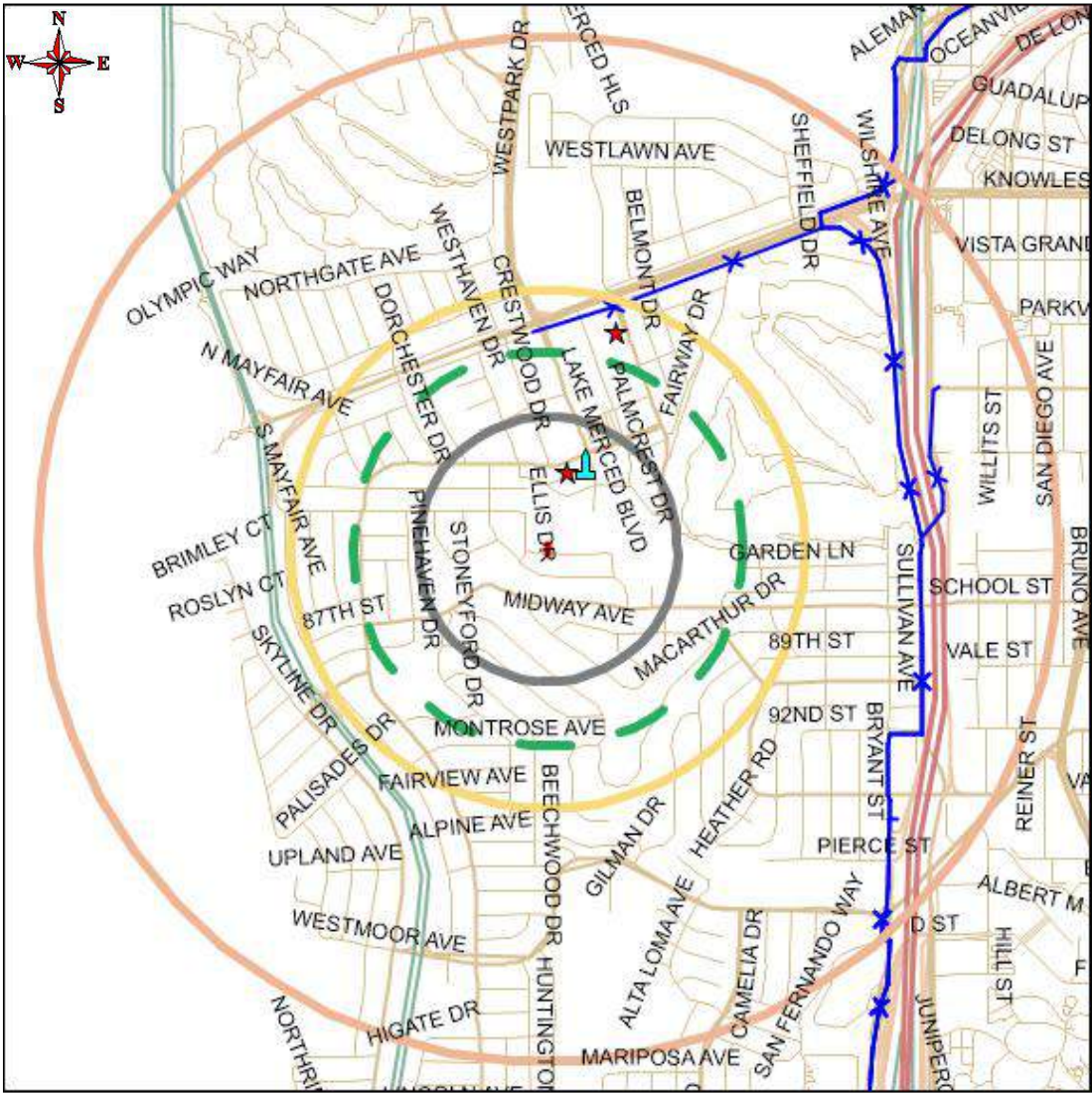
### SEISMIC





Environmental Map

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



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

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



## Property Disclosure Summary

Section 1103 of the California Civil Code mandates the disclosure of six (6) natural hazard zones if the Property is located within any such zone. Those six “statutory” hazard zones are disclosed on the Natural Hazard Disclosure (“NHD”) Statement (“NHDS”) on the preceding page. Note that the NHDS does not provide for informing buyers if a property is only partially within any of the delineated zones; therefore, a FEMA flood certificate is included if any portion of the parcel is within a Special Flood Hazard Area. This Report also discloses hazards identified by county and/or city officials in the Safety Element of their jurisdiction’s General Plan.

Below is a summary of the property disclosures in this Report. Farther below, discussion sections explain each disclosure, place the determination in perspective, and give buyers additional information they may need in the decision-making process. The disclosures are grouped according to hazard category. In each category, the hazard identifies the government authority responsible for the disclosure requirement, statutory map, or relevant hazard data (state, county or city). Disclosure determinations (e.g., IN or NOT IN) are parcel specific. Where a governing agency describes a hazard but has not evaluated or mapped a hazard zone in the Public Record, a usable map is not available and “Map N/A” is reported. Often, a hazard zone mapped in a city (or county) General Plan is identical to county (or state) hazard zones disclosed elsewhere in the Report; those redundant local disclosures are cited in the *Public Records Searched* at end of Report (see “Public Records not Repeated or Reported”), as is the data source for each disclosure.

Property Hazard Disclosures						
Flood		IN	NOT IN	MAP N/A	Description	Pg.
State	Flood		•		NOT IN a Flood Hazard Area.	<a href="#">12</a>
	Dam		•		NOT IN an area of potential dam inundation.	<a href="#">12</a>
County	Tsunami		•		NOT IN a mapped area of potential inundation from tsunami or seiche.	<a href="#">13</a>
	Dam Inundation		•		NOT IN a mapped area of potential inundation from dam failure.	<a href="#">13</a>
City	Flooding			•	Details in hazard explanation.	<a href="#">13</a>
	Dam Inundation			•	Details in hazard explanation.	<a href="#">13</a>
Fire		IN	NOT IN	MAP N/A	Description	Pg.
State	High or Very High Fire Hazard Severity		•		NOT IN a high or a very high fire hazard severity zone in SRA or LRA as identified by CAL FIRE.	<a href="#">15</a>
	Wildland Fire Area		•		NOT IN a Wildland-State Responsibility Area.	<a href="#">15</a>
	Fire Hazard Severity Zone (AB 38) (Includes Local Inspection Contact Info)		•		NOT IN a mapped High or Very High Fire Hazard Severity Zone but local laws may require inspection and defensible space compliance.	<a href="#">16</a>
	Vegetation Management (Defensible Space) Inspection Advisory			•	Details in hazard explanation.	<a href="#">17</a>
	Local Vegetation Management Ordinance Inquiries			•	Applicable fire authority and email inquiry regarding the existence of a local vegetation management ordinance.	<a href="#">17</a>
	Fire Hazard Severity Zone (SB 63) (Moderate, High or Very High in Local Responsibility Area)			•	Map Not Available – SB 63 fire zones not yet released by State Fire Marshal.	<a href="#">17</a>
	Fire Hazard Severity Zone pursuant to Gov. Code §51179		•		NOT IN a Locally Modified FHSZ pursuant to California Government Code Section 51179.	<a href="#">18</a>
City	Fire	•			IN a mapped area assigned an Urban Unzoned Fire Hazard Class designation.	<a href="#">19</a>



Earthquake		IN	NOT IN	MAP N/A	Description	Pg.
State	Fault		•		NOT IN an earthquake fault zone designated pursuant to the Alquist-Priolo Act.	<a href="#">20</a>
	Landslide		•		NOT IN an area of earthquake-induced land sliding designated pursuant to the Seismic Hazard Mapping Act.	<a href="#">20</a>
	Liquefaction		•		NOT IN an area of potential liquefaction designated pursuant to the Seismic Hazard Mapping Act.	<a href="#">20</a>
County	Fault		•		NOT IN a mapped active or potentially active fault zone or within one-eighth of one mile of an inactive fault trace.	<a href="#">21</a>
	Liquefaction	•			IN a mapped area of generally low potential liquefaction.	<a href="#">21</a>
City	Fault		•		NOT WITHIN the mapped San Andreas Peninsula Fault Zone.	<a href="#">21</a>
	Ground Shaking	•			IN a mapped area assigned a Violent Shaking Severity Level designation.	<a href="#">21</a>
	Liquefaction	•			IN a mapped area of Very Low Liquefaction Potential.	<a href="#">22</a>
Landslide		IN	NOT IN	MAP N/A	Description	Pg.
County	Landslide		•		NOT IN a landslide-prone area that includes defined, probable, suspected, or conjectured landslides nor within one-quarter of one-mile of a small landslide.	<a href="#">23</a>
	Coastal Bluff		•		NOT IN a mapped coastal bluff area subject to retreat, slides, rock falls, and extensive erosion from ground water surface runoff and wave action.	<a href="#">23</a>
City	Landslide		•		NOT IN a mapped Landslide Prone area.	<a href="#">23</a>
Soils		IN	NOT IN	MAP N/A	Description	Pg.
City	Erosion		•		NOT IN a mapped area rated for Erosion Potential.	<a href="#">24</a>
	Expansive Soils		•		NOT IN a mapped area of Expansive Soils with Low to Moderate Shrink-Swell Potential.	<a href="#">24</a>
Climate Change		IN	NOT IN	MAP N/A	Description	Pg.
State	Climate Change			•	Details in hazard explanation.	<a href="#">25</a>
Neighborhood		IN	NOT IN	MAP N/A	Description	Pg.
State	Former Military Ordnance		•		NOT WITHIN one mile of a formerly used ordnance site.	<a href="#">26</a>
	Commercial or Industrial	•			WITHIN one mile of a property zoned to allow commercial or industrial use.	<a href="#">26</a>
	Airport Influence Area	•			IN an airport influence area: San Francisco Intl Airport Areas A and B.	<a href="#">26</a>
	Airport Noise Area for 65 Decibel		•		NOT IN a delineated 65 dB CNEL or greater aviation noise zone.	<a href="#">27</a>



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

Neighborhood (continued)		IN	NOT IN	MAP N/A	Description	Pg.
	Bay Conservation and Development Commission		•		NOT IN an area that is within the jurisdiction of the San Francisco Bay Conservation and Development Commission.	<a href="#">27</a>
	California Energy Commission	•			IN a climate zone where properties are usually subject to duct sealing and testing requirements.	<a href="#">28</a>
	Right to Farm Act		•		NOT IN a one mile radius of designated Important Farmland.	<a href="#">28</a>
	Notice of Mining Operations		•		NOT IN a one mile radius of a mapped mining operation that requires a statutory "Notice of Mining Operation" be provided in this Report..	<a href="#">29</a>

General Advisories		Description			Pg.
Registered Sex Offender Database (Megan's law) Notice		Provides an advisory required pursuant to Section 290.46 of the Penal Code. Information about specified registered sex offenders is made available to the public.			<a href="#">30</a>
Gas and Hazardous Liquid Transmission Pipeline Database Notice		Provides a notice required pursuant to Section 2079.10.5(a) of the Civil Code. Information about transmission pipeline location maps is made available to the public.			<a href="#">30</a>
Cooling and Heating Energy-efficiency		Provides an advisory that federal energy-efficiency standards apply to the repair and replacement of residential heating, ventilation and air conditioning ("HVAC") systems.			<a href="#">31</a>
Methamphetamine Contamination		Provides an advisory that a disclosure may be required pursuant to the "Methamphetamine Contaminated Property Cleanup Act of 2005".			<a href="#">31</a>
Mold		Provides an advisory that all prospective purchasers of residential and commercial property should thoroughly inspect the subject property for mold and sources for additional information on the origins of and the damage caused by mold.			<a href="#">31</a>
Radon		Provides an advisory on the risk associated with Radon gas concentrations.			<a href="#">32</a>
Endangered Species		Provides an advisory on resources to educate the public on locales of endangered or threatened species.			<a href="#">32</a>
Abandoned Mines		Provides an advisory on resources to educate the public on the hazards posed by, and some of the general locales of, abandoned mines.			<a href="#">32</a>
Oil and Gas Wells		Provides an advisory on the potential existence of oil and gas wells and sources for additional general and/or specific information.			<a href="#">33</a>
Sustainable Groundwater Management Act		Provides an advisory about groundwater basins that may be prioritized for groundwater management.			<a href="#">33</a>
Electromagnetic Fields Advisory		Provides an advisory about electromagnetic fields in the local environment and their assessment.			<a href="#">33</a>
Tsunami Map Advisory		Provides an advisory about maximum tsunami inundation maps issued for jurisdictional emergency planning.			<a href="#">34</a>
Residential Fireplace Disclosure		Provides disclosure of restrictions on the use of wood-burning fireplaces imposed by the Bay Area Air Quality Management District.			<a href="#">34</a>





**Property Tax Disclosures**

Tax Disclosures	IS	IS NOT	Description	Pg.
Mello-Roos Community Facilities District		•	NOT SUBJECT TO one or more Mello-Roos Community Facilities Districts.	<a href="#">38</a>
1915 Bond Act Assessment Districts		•	NOT SUBJECT TO one or more 1915 Bond Act Assessment Districts.	<a href="#">38</a>
Property Assessed Clean Energy (PACE) Contract		•	NOT SUBJECT TO a PACE Contract.	<a href="#">39</a>
Other Direct Assessments	•		SUBJECT TO one or more other direct assessments.	<a href="#">40</a>
SRA Fire Prevention Fee		•	NOT SUBJECT TO SRA Fire Prevention Fee (Fee suspended until 2031 by Assembly Bill 398 of 2017).	<a href="#">45</a>

Additional Tax Information	Description	Pg.
Current Property Tax Bill Summary	Provides a breakdown of the property tax bill for the current year, including General Ad Valorem taxes and Direct and/or Special Assessments.	<a href="#">40</a>
Available Senior Citizens Exemptions	Provides information about the possible existence of exemptions from certain special taxes or assessments that can result in substantial savings to qualified taxpayers.	<a href="#">40</a>
Ad Valorem Tax Exemptions & Exclusions	Provides a list of exemptions and exclusions to Ad Valorem Taxes that California law makes available to qualified property owners, including 'Prop 19' tax-base transfers and senior citizens exemptions in applicable districts.	<a href="#">41</a>
Estimating Property Taxes After the Sale	Provides a utility for automatically calculating estimated property taxes after the sale.	<a href="#">42</a>
Notice of Supplemental Property Tax Bill	Notifies the buyer about "Supplemental" Property Tax Bill(s) that may be due once the property is revalued after the change of ownership.	<a href="#">43</a>
Supplemental Property Tax Estimator	Provides a utility for automatically calculating estimated Supplemental Taxes.	<a href="#">44</a>
Private Transfer Fee	Notifies buyer to review Preliminary (Title) Report to determine if a fee is imposed by a private entity when a property within a certain type of subdivision is sold or transferred.	<a href="#">45</a>

Environmental Screening	IS	IS NOT	Description	Pg.
Superfund or RCRA Corrective Action Site		•	NOT WITHIN one mile of a Superfund or RCRA Corrective Action site.	<a href="#">47</a>
Leaking Underground Storage Tanks	•		WITHIN one-quarter mile of a known leaking underground storage tank.	<a href="#">47</a>
Other sites in databases screened	•		WITHIN one-half mile of sites other than those above that are listed in the databases searched.	<a href="#">47</a>
Oil and Gas Wells		•	NOT WITHIN one-quarter mile of a mapped oil or gas well(s).	<a href="#">48</a>
Groundwater Basin Priority	•		IN a groundwater basin(s) the state classifies as "VERY LOW" Priority for monitoring. See discussion for additional details.	<a href="#">49</a>
Underground Transmission Pipelines		•	NOT WITHIN 2,000 feet of a gas transmission or hazardous liquid pipeline(s) depicted in the National Pipeline Mapping System.	<a href="#">50</a>



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

Local Addenda	Description	Pg.
Airport Influence Area and Noise Disclosure	Updates Airport Influence Area and Airport Noise information for San Francisco International Airport.	<a href="#">A-1</a>







**JCP-LGS™**  
Natural Hazard Disclosures

# Natural Hazard Determinations

Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310**

Report Date: **02/05/2025**

Report Number: **3410702**

Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

## Flood Zones

Section 1103 of the California Civil Code mandates the disclosure of six (6) natural hazard zones if the Property is located within any such zone. Those six “statutory” hazard zones and their parcel-specific determinations are disclosed on the Natural Hazard Disclosure (NHD) Statement and in the Property Disclosure Summary at the beginning of this Report. Note that the NHD Statement does not provide for informing buyers if a property is only partially within any of the delineated zones or provide additional hazard zone information which could be very important to the process. Here we explain those state-level hazards—and related hazards mapped or identified by county and/or city officials in the Safety Element of their jurisdiction’s General Plan—in order to give buyers additional information they may need in the decision-making process and to place the information in perspective. (See [Public Records Searched](#) at end of Report for data sources and their acronyms.)



### NOT IN State: FEMA Special Flood Hazard Area

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

#### Special Flood Hazard Area (SFHA) designations:

**Zones A, AO, AE, AH, AR, A1-A30:** Area of “100-year” flooding.

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

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

#### NON-SFHA designations:

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

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

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

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

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

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

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

For more information about flood zones, visit:

[https://efotg.sc.egov.usda.gov/references/public/NM/FEMA\\_FLD\\_HAZ\\_guide.pdf](https://efotg.sc.egov.usda.gov/references/public/NM/FEMA_FLD_HAZ_guide.pdf)

**REPORTING STANDARDS:** “IN” shall be reported if any portion of the Property is located within the FEMA Special Flood Hazard Area, as delineated in the Public Record. “NOT IN” shall be reported, as will the FEMA flood zone designation, if no portion of the Property is located within the FEMA Special Flood Hazard Area, as delineated in the Public Record.



### NOT IN State: Area of Potential Flooding (Dam Failure)

Since 1998 California law has required seller disclosure of areas of potential inundation due to sudden or total dam failure as delineated on inundation maps submitted by dam owners to the California Office of Emergency Services (“OES”) for review and approval; however, as of June 27, 2017, the date on which Senate Bill 92 (SB 92) became operative, the review and approval of inundation maps prepared by licensed civil engineers and submitted by dam owners became the statutory responsibility of the California Department of Water Resources (“DWR”) Division of Safety of Dams (“DSOD”) as required by California Water Code Section 6161. These inundation maps are a component of emergency action plans submitted by dam owners to comply with statutory requirements set forth under



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

the California Water Code for extremely high, high, and significant hazard dams and their critical appurtenant structures. Inundation maps are not required by the California Water Code for low hazard dams. SB 92 further requires dam owners to update the emergency action plan, including an inundation map, no less frequently than every 10 years or sooner.

To date, DWR has yet to review, approve, and make publicly available inundation maps and data for many facilities with inundation areas that are subject to disclosure requirements. Inundation maps will continue to be posted and updated maps will replace outdated maps as they are approved by Division of Safety of Dams (DSOD). In the absence of DSOD-approved data, inundation maps previously approved by the OES will be used by the Company to facilitate compliance with specified statutory real estate transfer disclosure requirements.

These include inundation maps for federally owned dams over which DSOD has no jurisdictional authority and for which inundation maps are not available from DSOD. These dams include, among others, Folsom Dam, Isabella Dam, Hansen Dam, Prado Dam, and Seven Oaks Reservoir (owned by the U.S. Army Corps of Engineers) as well as Monticello Dam, New Melones Dam, and Shasta Dam (owned by the U.S. Bureau of Reclamation).

The Company may also use OES-approved maps should the mapped inundation area for a given facility be greater than that depicted on a DSOD-approved map.

**REPORTING STANDARDS:** Boundaries of these non-regulatory flood zones are no longer viewable on the Cal DWR Best Available Map ("BAM") portal at <https://gis.bam.water.ca.gov/bam/> under 100-Year Floodplains; however, the reader can input an address or location on this web site to determine if that point is located in a mapped Awareness Floodplain.

NOT IN



## County: Tsunami

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

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

NOT IN



## County: Dam Inundation

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

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

MAP N/A



## City: Flooding

The Federal Emergency Management Agency (FEMA) has developed a Flood Hazard Boundary Map (FHBM) and has designated Daly City as a Non-Special Flood Hazard Area (NSFHA). New FEMA Flood Insurance Rate Maps (FIRMs) for Daly City, effective October 16, 2012, show that a small area on the northwest corner of El Camino Real and F Street along the city boundary is subject to inundation by the one percent annual chance flood and is designated Zone AO. Additionally, the coast is also subject to the one percent annual chance flood and is designated Zone V. As of General Plan adoption date, FEMA is also undertaking a San Francisco Bay Coastal Study, conducting a coastal analysis of shoreline areas within Bay Area Counties, including San Mateo County. Though flooding is not considered a significant natural hazard in Daly City, there have been instances of localized flooding during large rain events, where the storm drain system experiences flooding and/or surcharging conditions throughout the stormwater collection system causing local flooding. For the latest FEMA flood zone information please refer to the state-level discussion and disclosure of Special Flood Hazard Area in the previous section of this Report.

**REPORTING STANDARDS:** No determination is reported because the Public Record does not include a map which delineates the boundaries for this hazard within the City Sphere of Influence.

MAP N/A



## City: Dam Inundation

No areas in the city are subject to dam inundation. There are no water bodies in Daly City so there is no threat of seiches. A tsunami



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

inundation map prepared by the California Department of Conservation (DOC) shows a portion of the coast in Daly City as a tsunami inundation area. These mapped areas are identified at the DOCs Tsunami Inundation Map portal at [http://www.quake.ca.gov/gmaps/tsunami/tsunami\\_maps.htm](http://www.quake.ca.gov/gmaps/tsunami/tsunami_maps.htm)

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**REPORTING STANDARDS:** No determination is reported because the Public Record does not include a map which delineates the boundaries for this hazard within the City Sphere of Influence.



## Fire Hazard Zones

Fire hazard zones disclosed on the statutory NHD Statement often differ from fire zones identified and designated by county and city officials. Parcel-specific determinations of the state-level fire zones, along with fire zones defined by county and/or city jurisdictions, are provided on the statutory Natural Hazard Disclosure Statement and/or in the Property Disclosure Summary at the beginning of this Report. Here we explain those state-level fire hazard zones—and associated hazards mapped or identified in the local General Plan Safety Element. (See [Public Records Searched](#) at end of Report for data sources and their acronyms.)

NOT IN



### State: High or Very High Fire Hazard Severity (FHSZ)

Recent California legislation (Assembly Bill 1280, approved by the Governor in 2023) amended the statutory natural hazard disclosure statement (“NHDS”) at the front of this Report. The amendment expanded the NHDS fire zone determination to require disclosure of a high or very high fire hazard severity zone in a state responsibility area (state jurisdiction) or a local responsibility area (a city or county jurisdiction). CAL FIRE identifies fire hazard severity zones (“FHSZs”) in the state responsibility area (“SRA”), pursuant to California Public Resources Code §§4201–4204.1. CAL FIRE also identifies and recommends FHSZs in the local responsibility area (“LRA”), where fire suppression is the financial responsibility of a local fire agency, pursuant to California Government Code §51178.

According to the Office of the State Fire Marshal, the FHSZ maps are developed using a science-based and field-tested model that assigns a hazard score based on the factors that influence fire likelihood and fire behavior, such as fire history, existing and potential fuel (natural vegetation), blowing embers, terrain, and typical fire weather for the area. There are three levels of hazard in the SRA: moderate, high, and very high; and one level of hazard currently in the LRA: very high.

A property located in high or very high FHSZs may have a higher risk for fire damage and, therefore, may be subject to, but not limited to (i) additional requirements for ignition-resistant building construction such as a “Class A” roof for new construction or replacement of existing roofs; (ii) additional maintenance responsibilities such as adequate vegetation clearance near the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices; and (iii) periodic inspections by the local fire authority to ensure defensible space compliance. Contact the local fire department for a complete list of requirements and exceptions. Certain additional wildfire-related disclosures are required in a high or very high FHSZ, including a list of recommended home-hardening measures and documentation of defensible space compliance. For more information, please see the “Notice Regarding Fire Hazard Severity Zone (AB 38)” in this Report.

Assembly Bill 1280 further amended the NHDS by deleting reference to California Government Code §51179. That law (G.C. §51179) authorizes a local agency, at its discretion, to include areas within the jurisdiction of the local agency, not identified as very high FHSZ by the State Fire Marshal, as a very high FHSZ. Deletion of that reference leaves no provision on the NHDS for statutory

disclosure of locally modified very high FHSZs in the LRA. For information about locally modified FHSZs, please see the separate disclosure in this Report under “Fire Hazard Severity Zone in LRA Pursuant to Calif. Gov. Code §51179.”

**REPORTING STANDARDS:** “IN” shall be reported if any portion of the Property is located within a high and/or very high FHSZ as delineated in the Public Record. “NOT IN” shall be reported if no portion of the Property is located within a high or very high FHSZ as delineated in the Public Record.

NOT IN



### State: Wildland Fire Area

The State Board of Forestry classifies all lands within the State of California based on various factors such as ground cover, beneficial use of water from watersheds, probable damage from erosion, and fire risks. Fire prevention and suppression in all areas which are not within a Wildland - State Responsibility Area (“WSRA”) is primarily the responsibility of the local or federal agencies, as applicable. For property located within a WSRA, please note that (1) there may be substantial forest fire risks and hazards; (2) except for property located within a county which has assumed responsibility for prevention and suppression of all fires, it is NOT the state’s responsibility to provide fire protection services to any building or structure located within a WSRA unless the Department has entered into a cooperative agreement with a local agency; and (3) the property owner may be subject to (i) additional construction requirements such as a “Class A” roof for new construction or replacement of existing roofs; and (ii) additional maintenance responsibilities such as adequate vegetation clearance near the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices.

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

**REPORTING STANDARDS:** “IN” shall be reported if any portion of the Property is located within WSRA as delineated in the Public Record. “NOT IN” shall be reported if no portion of the Property is located within A WSRA as delineated in the Public Record.





NOT IN



## State: Fire Hazard Severity Zone (AB 38)

The California Legislature finds and declares that wildfires, among other things, have grown larger and have increased in intensity over the last several decades. More than 2,000,000 California households, approximately one in four residential structures in California, are located within or in wildfire movement proximity of "high" or "very high" fire hazard severity zones identified on maps drawn by the Department of Forestry and Fire Protection ("CAL FIRE"). There is a pressing need to increase wildfire resistance within developed areas to minimize wildfire impacts and implement comprehensive vegetation management measures in wildlands to minimize wildfire size and severity. [Source: Calif. Assembly Bill 38 as amends the law on November 18, 2019]

As codified in California Civil Code Section 1102: On or after January 1, 2021, in addition to any other disclosure required pursuant to this article, the seller of any real property subject to this article that is located in a high or very high fire hazard severity zone, 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, shall provide the following prescribed disclosure notice to the buyer, if the home was constructed before January 1, 2010 [Subsection 1102.6f.(a)]:

### AB-38 NOTICE

Pursuant to the above, IF the "FIRE HAZARD SEVERITY ZONE (AB 38)" determination in the Summary of Disclosures section ([page 6 - 10](#) of this report) is marked "IN" and if the home was constructed before January 1, 2010, THEN the following notice applies:

**This home is located in a high or very high fire hazard severity zone and this home was built before the implementation of the Wildfire Urban Interface building codes which help to fire harden a home. To better protect your home from wildfire, you might need to consider improvements. 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 <https://readyforwildfire.org/> (California Civil Code Section 1102.6f.(a)(1)).**

### Seller's Documentation of Compliance or Inspection

On and after July 1, 2021, a seller of a real property subject to this article that is located in a high or very high fire hazard severity zone, 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, shall provide to the buyer documentation stating that the property is in compliance with Section 4291 of the Public Resources Code or local vegetation management ordinances, as follows [Section 1102.19.(a)]:

- (1) In a local jurisdiction that has enacted an ordinance requiring an owner of real property to obtain documentation that the property is in compliance with Section 4291 of the Public Resources Code or a local vegetation management ordinance, the seller shall provide the buyer with a copy of the documentation that complies with the requirements of that local ordinance and information on the local agency from which a copy of that documentation may be obtained.
- (2) In a local jurisdiction that has not enacted an ordinance for an owner of real property to obtain documentation that a property is in compliance with Section 4291 of the Public Resources Code or a local vegetation management ordinance, and if a state or local agency, or other government entity, or other qualified nonprofit entity, provides an inspection with documentation for the jurisdiction in which the property is located, the seller shall provide the buyer with the documentation obtained in the six-month period preceding the date the seller enters into a transaction to sell that real property and provide information on the local agency from which a copy of that documentation may be obtained.

### Buyer's Written Agreement to Comply

On and after July 1, 2021, if the seller of a real property described in subdivision (a) has not obtained documentation of compliance in accordance with paragraph (1) or (2) of subdivision (a), the seller and the buyer shall enter into a written agreement pursuant to which the buyer agrees to obtain documentation of compliance with Section 4291 of the Public Resources Code or a local vegetation management ordinance as follows [Subsection 1102.19. (b)]:

- (1) In a local jurisdiction that has enacted an ordinance requiring an owner or buyer to obtain documentation of compliance with Section 4291 of the Public Resources Code or a local vegetation management ordinance, the buyer shall comply with that ordinance.
- (2) In a local jurisdiction that has not enacted an ordinance requiring an owner or buyer to obtain documentation of compliance, and if a state or local agency, or other government entity, or other qualified nonprofit entity, provides an inspection with documentation for the jurisdiction in which the property is located, the buyer shall obtain documentation of compliance within one year of the date of the close of escrow.

### About the Fire Hazard Severity Zone Maps

According to the Office of the State Fire Marshal, CAL FIRE is required by law to map areas of significant fire hazards based on fuels, terrain, weather, and other relevant factors. These designations, referred to as Fire Hazard Severity Zones ("FHSZ"), mandate how people construct buildings and protect property to reduce risk associated with wildland fires. FHSZ maps denote lands of similar wildfire hazards where the state has financial responsibility for wildland fire protection, known as state responsibility area or SRA—and where local fire authorities have that financial responsibility, called the local responsibility area or LRA. FHSZ maps are occasionally updated to incorporate improved fire science, data and mapping techniques and were last updated in the SRA effective April 1, 2024, and in the LRA effective 2007-2010. The





Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

State Fire Marshal's Office anticipates that in the near future it will update FHSZ maps in the LRA. Per law, only lands zoned as Very High Fire Hazard Severity are currently identified within local responsibility areas. [Source: "Fire Hazard Severity Zones", CAL FIRE website:  
<https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones/fire-hazard-severity-zones-maps>]

**REPORTING STANDARDS:** "IN" shall be reported as will the more severe mapped Fire Hazard Severity Zone (High or Very High) affecting any portion of the Property. "NOT IN" shall be reported if no portion of the Property is located within a mapped High or Very High Fire Hazard Severity Zone.

MAP N/A



**State: Vegetation Management (Defensible Space) Inspection Advisory**

In addition to state laws that require defensible space in wildland areas, many counties and cities have a vegetation management ordinance to ensure defensible space exists around buildings and that vacant land is not a wildfire hazard. Such laws and ordinances are enforced by the local fire authority, building department, or other governing agency through property inspections and mandatory cleanup requirements at the owner's expense. In many jurisdictions, failure of the inspection may result in a limited period (typically 30 days) within which the property owner must cure any violation, with financial penalties for continued non-compliance that may include a lien on the property. Pursuant to AB 38, documentation of defensible space compliance in a wildfire area is a required disclosure effective July 1, 2021 [California Civil Code Section 1102.19].

To inquire about the existence of a local vegetation management ordinance applicable to the Property, visit the website of the city or county, or call the City Clerk (or County Clerk) in the municipal jurisdiction where the property is located. CAL FIRE manages defensible space inspections on state lands and in certain local jurisdictions that contract fire services from or partner with CAL FIRE. In such cases, visit CAL FIRE's inspection request website at: <https://survey123.arcgis.com/share/a15c7706b4114e20b39d2a26294338ed>.

As an accommodation for the seller or buyer, contact information is listed below that may assist in identifying the governing fire authority for the Property, which could be a fire protection district, a city or county fire department, the CAL FIRE regional unit, or other community service agency.

**NOTE:** Contacts listed below are based on the best available sources and public records at the time obtained (local fire officials and jurisdictional maps). However, any phone number should be considered a starting point while agencies organize and staff-up resources and offices, and decide procedures and protocols, for handling AB 38 defensible space inspection requests. JCP-LGS

updates its contact data as new information is discovered and is NOT responsible for inaccurate, incomplete, or outdated information obtained from or provided by the official sources and public records.

County	San Mateo
Agency	Colma Fire Protection District
Telephone	650-755-5666
Jurisdiction	Broadmoor Village

AB 38 narrowly specifies that its provisions apply to a "High" or "Very High" Fire Hazard Severity Zone (FHSZ) as identified by CAL FIRE and to a jurisdiction where a local vegetation management ordinance exists. AB 38 does not mention a "Moderate" FHSZ. In a city or county (i.e., a Local Responsibility Area, or LRA), only a "Very High" FHSZ is identified by CAL FIRE, and a "High" FHSZ in the LRA does not exist, according to the State Fire Marshal's Office. For additional information about FHSZs outside of CAL FIRE's "High" and "Very High" FHSZs, please see the interactive "FHSZ Viewer" on the CAL FIRE website at:  
<https://experience.arcgis.com/experience/03beab8511814e79a0e4eabf0d3e7247>

MAP N/A



**State: Local Vegetation Management Ordinance Inquiries**

In a wildland area, brush clearance around a structure ("defensible space") on private property is typically mandated by law. The required distances and degrees of clearance vary with jurisdiction. Where the state (CAL FIRE) has fire protection responsibility, three clearance zones are specified outward from the foundation (Calif. Public Resources Code Section 4291): 0-5 feet (ember-resistant zone), 5-30 feet (mowed grass and limbed trees), and 30-100 feet (safely spaced shrubs and trees). Those CAL FIRE zones are the minimum standard where a city or county or local fire protection district has adopted a Very High Fire Hazard Severity Zone pursuant to state law (Calif. Government Code Section 51178 or 51179). However, a local jurisdiction may pass its own law that requires more intensive clearance over greater distances on a property, and over specified districts and within strict compliance deadlines.

Click [VEGETATION-ORD@firstam.com](mailto:VEGETATION-ORD@firstam.com) (email) to explore whether the Property subject to this transaction may be located in an area where a local vegetation management ordinance requiring defensible space around the property applies.

MAP N/A



**State: Senate Bill 63 (SB 63) Advisory**



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

California Senate Bill 63 ("SB 63"), approved by the Governor on September 28, 2021 (effective January 1, 2022), requires among other things that the Director of the Department of Forestry and Fire Protection ("Director") shall identify areas in the State as "Moderate," "High," and "Very High" Fire Hazard Severity Zones (Section 51178 of the Government Code as amended). SB 63 further requires that a local agency shall make the information available for public review and comment (Section 51178.5 of the Government Code as amended). The Director has not yet released those Fire Hazard Severity Zone (FHSZ) maps for local areas where counties and cities have fire protection responsibility (the "Local Responsibility Area"). Those maps, when issued, will identify Moderate and High FHSZs in the Local Responsibility Area – in addition to a Very High FHSZ the State already may have identified.

SB 63 does not itself create a new real estate disclosure. However, a prior law that still controls, Assembly Bill 38 ("AB 38"), created certain disclosure and vegetation management (defensible space) obligations for real property subject to AB 38 that is located in a High or a Very High FHSZ as identified by the Director or as required by a local vegetation management ordinance. Effective January 1, 2022, SB 63 requires the State Fire Marshal to identify High and Moderate FHSZs in the Local Responsibility Area - in addition to Very High FHSZ the State already may have identified. Currently, "there legally is no High Fire Hazard Severity Zone within the Local Responsibility Area," according to the Office of the State Fire Marshal.

Therefore, when the Director releases the new SB 63 FHSZ maps, the obligations under AB 38 will apply to the Very High and the High FHSZ in the Local Responsibility Area. At that time, disclosure reports issued by JCP-LGS will update the "Fire Hazard Severity Zone (SB 63)" determination from "Map Not Available" to indicate whether a Property is "IN" a FHSZ as identified by the State Fire Marshal, along with the most severe fire hazard severity level that affects the Property. In addition, the AB 38 disclosure will likewise be updated to include both the Very High and the High FHSZ in the Local Responsibility Area.

JCP-LGS Reports will continue to include the current "NHD Statement" (the one-page statutory form at the front of the report) as specified under California Civil Code 1103.2, until such time that the Legislature officially amends that form with respect to the Moderate and High Fire Hazard Severity Zone in the LRA or any other listed disclosure.

**REPORTING STANDARDS:** The determination is reported as "Map Not Available" because the Director has not yet released the specified Fire Hazard Severity Zone (FHSZ) maps for local areas where counties and cities have fire protection responsibility (the "Local Responsibility Area").

NOT IN



**State: Fire Hazard Severity Zone in LRA Pursuant to California Government Code §51179**

The California State Fire Marshal identifies fire hazard severity zones ("FHSZs") in the state responsibility area ("SRA"), pursuant to California Public Resources Code §§4201–4204.1. The State Fire Marshal also identifies and recommends FHSZs in the local responsibility area ("LRA"), where fire suppression is the financial responsibility of a local fire agency, pursuant to California Government Code ("G.C.") §51178. However, the local agency, at its discretion, may include areas within the jurisdiction of the local agency, not identified as very high FHSZ by the State Fire Marshal, as a very high FHSZ (pursuant to G.C. §51179), following a finding supported by substantial evidence in the record that the requirements of G.C. §51182 are necessary for effective fire protection within the area. G.C. §51182 sets forth the duties of a property owner in an LRA to manage vegetation and maintain defensible space in a very high FHSZ; however, local regulations may be more restrictive.

Recent California legislation (Assembly Bill 1280, approved by the Governor in 2023) amended the natural hazard disclosure statement ("NHDS") at the front of this Report. As a result, the NHDS now recognizes only FHSZs identified by the State Fire Marshal. Effective January 1, 2024, the NHDS no longer reports a property in an area designated as a very high FHSZ by a local fire agency, pursuant to G.C. §51179, which may be likewise fire-prone.

Hence, for the purposes of this disclosure only, where a local jurisdiction has designated, in ordinance, an area of significant wildfire risk that includes an area not identified as very high FHSZ by the State Fire Marshal – and requires the property owner's compliance with G.C. §51182 or similar local standards – that local zone shall be disclosed under this title ("Fire Hazard Severity Zone in LRA Pursuant to Calif. Gov. Code §51179"). Within such zones, regulatory standards generally meet or exceed those set forth in G.C. §51182. Those standards typically require continual vegetation management at the property owner's expense, enforced through periodic property inspections by the local fire authority; maintenance of defensible space within 100 feet of structures on the property (or to the property line, if closer); and that new construction complies with current fire-resistive building codes.

Locally designated fire zones in an LRA may be known by different names, such as brush clearance zones or wildland-urban interface (WUI) areas, and generally vary by agency in their applicability, standards, specifications, authorities and enforcement. This disclosure does not include all such zones. Where a local jurisdiction has mapped a WUI or other fire zone in its general plan safety element, that fire zone will be disclosed as a county or city fire zone in this Report.

**IMPORTANT:** Local ordinances, codes, standards and regulatory zones vary by jurisdiction and are created and updated sporadically, and local fire authorities exercise discretion as to when and where defensible space inspections may be required. The company makes a reasonable effort to identify fire zones outside the boundaries of state-identified FHSZs but cannot guarantee complete or timely accuracy. Consult your local fire department or fire protection district for the most accurate and current information when planning projects that involve new construction, vegetation management or defensible space.



**JCP-LGS™**  
Natural Hazard Disclosures

Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

**REPORTING STANDARDS:** "IN" shall be reported as will the more severe mapped Fire Hazard Severity Zone (Moderate, High or Very High) affecting any portion of the Property. "NOT IN" shall be reported if no portion of the Property is located within a mapped Moderate, High or Very High Fire Hazard Severity Zone.



## City: Fire

According to California Department of Forestry and Fire Protection's Fire and Resource Assessment Program (FRAP), fire threat is a combination of two factors: (1) fire frequency, or the likelihood of a given area burning, and (2) potential fire behavior (hazard), which is most influenced by climate and landscape characteristics such as wind, temperature, humidity, and fuel moisture content. Fire frequency and fire behavior factors are combined to create threat classes. Fire hazards include both urban and wildland fires. Urban fires involve the uncontrolled burning of built structures typically due to human-made causes; wildland fires affect grassland, forest, and brush (and the structures on them), and can result from either human or natural causes. Factors that exacerbate urban structural fires include substandard building construction, highly flammable materials, delay in response time, and inadequate fire protection services. For wildland fires, the type and amount of fuel, topography, and climate are the primary factors influencing the degree of fire risk. Human activities such as smoking, debris burning, and equipment operation are the major causes of wildland fires. The city does not contain wildlands, but is directly adjacent to San Bruno Mountain, which is an open space area to the south and east of Daly City. As a result, there is some risk of a wildland fire affecting the northeastern portions of the city. The characteristics of the urban environment in Daly City do not make it a high risk area for urban fires. However, areas directly adjacent to San Bruno Mountain State Park are designated within the Local Responsibility Area in the moderate and high FRAP threat classes.

**REPORTING STANDARDS:** "IN" shall be reported as will the more/most severe "Fire Hazard Class" designation ("High", "Moderate", or "Urban Unzoned") affecting any portion of the Property within the Sphere of Influence as delineated in the Public Record. Note: There are no areas of "Very High" or "Non-Wildland/Non-Urban" Fire Hazard Class designated in the Public Record within the Sphere of Influence.



## Earthquake Zones

Seismic hazard zones disclosed on the statutory NHD Statement often differ from seismic hazard zones identified and designated by county and city officials. Parcel-specific determinations of the state-level hazard zones, along with related zones defined by county and/or city jurisdictions, are provided on the statutory NHD Statement and/or in the Property Disclosure Summary at the beginning of this Report. Here we explain those state-level seismic hazard zones—and associated hazards mapped or identified in the local General Plan Safety Element. (See [Public Records Searched](#) at end of Report for data sources and their acronyms.)

NOT IN



### State: Fault

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

**REPORTING STANDARDS:** "IN" shall be reported if any portion of the Property is located within the above zone as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within any of the above zones as delineated in the Public Record. Map Not Available shall be reported in areas not yet evaluated by the governing agency according to the Public Record. Please note that "MAP NOT AVAILABLE" will be applicable to most portions of the state.

NOT IN



### State: SHMA Earthquake-induced Landslide

The State of California's Seismic Hazards Mapping Act (1990) ("SHMA") directs the State Geologist to delineate regulatory "Zones of Required Investigation" to reduce the threat to public health and safety and to minimize the loss of life and property posed by earthquake-triggered ground failures and other hazards. Counties and cities affected by the zones must regulate certain development projects within them. This Act also requires sellers of real property (and their agents)—where the property lies partially or entirely within a designated SHMA zone—to disclose at the time of sale that the property lies within such a zone.

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

**REPORTING STANDARDS:** "IN" shall be reported if any portion of the Property is located within an SHMA Earthquake-induced Landslide hazard zone as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within an SHMA Earthquake-induced Landslide hazard zone as delineated in the Public Record. Map Not Available (or "Map N/A") shall be reported in areas not yet evaluated by the governing agency according to the Public Record. Please note that "Map Not Available" will be applicable to most portions of the state.

NOT IN



### State: SHMA Liquefaction Potential

The State of California's Seismic Hazards Mapping Act (1990) ("SHMA") directs the State Geologist to delineate regulatory "Zones of Required Investigation" to reduce the threat to public health and safety and to minimize the loss of life and property posed by earthquake-triggered ground failures and other hazards. Cities and counties affected by the zones must regulate certain development projects within them. This Act also requires sellers of real property (and their agents)—where the property lies partially or entirely within a designated SHMA zone—to disclose at the time of sale that the property lies within such a zone.

An "SHMA Liquefaction Potential" hazard zone is an area where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a soil phenomenon that can occur when loose, water-saturated granular sediment within 40 feet of the ground surface, is shaken in a significant earthquake. The soil temporarily becomes liquid-like and structures may settle unevenly. The Public Record is intended to identify areas with a relatively high potential for liquefaction but not to predict the amount or direction of liquefaction-related ground displacement, nor the amount of damage





Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

caused by liquefaction. The many factors that control ground failure resulting from liquefaction must be evaluated on a site-specific basis.

**REPORTING STANDARDS:** "IN" shall be reported if any portion of the Property is located within an SHMA Liquefaction Potential hazard zone as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within an SHMA Liquefaction Potential hazard zone as delineated in the Public Record. Map Not Available (or "Map N/A") shall be reported in areas not yet evaluated by the governing agency according to the Public Record. Please note that "Map Not Available" will be applicable to most portions of the state.

NOT IN



County: Fault

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

**Active faults (Alquist-Priolo Earthquake Fault Zone):** faults that have shown evidence of displacement during the most recent epoch of geologic time, the Holocene epoch, generally considered to have begun about 11,000 years ago.

**Potentially active faults:** faults which displace geologic formations of Pleistocene age but show no evidence of movement in the Holocene period. Pleistocene time is the period between about two million years ago and 11,000 years ago.

**Inactive faults:** faults which show no evidence of movement during the past two million years and show no potential for movement in the future. Inactive faults are not considered to be a high hazard, but building set-backs may be required by the county prior to construction near them.

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

IN



County: Liquefaction

**Liquefaction:** Liquefaction is a transformation of a granular material from a solid into a liquefied state due to increase pore-water pressure resulting from seismic shaking. Liquefaction potential at a given site depends on the extent, distribution, density, grain size, and degree of saturation of the sand or silty sand strata.

Geometry of subsurface units and proximity to a sloping surface can also impact surface damage potential. Areas of Variable, Moderate, and Generally Low liquefaction potential in unconsolidated material are mapped.

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

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

NOT IN



City: Fault

The San Andreas Fault Zone is a complex of active faults where moderate to strong earthquakes have been generated. The overall probability of a magnitude 6.7 or greater earthquake on a fault in the greater Bay Area in the next 30 years is estimated at 63 percent. As mapped in the Public Record, the San Andreas Fault runs directly through the southwestern portion of the Serramonte Planning Area and Coastal Zone in Daly City. The probability of a large earthquake on the San Andreas Fault - the fault responsible for the 1906 San Francisco earthquake and the 1989 Loma Prieta earthquake - in the next 30 years is about 21 percent. An earthquake of magnitude 7.2 on the San Andreas Fault would have Modified Mercalli shaking severity levels of Strong to Very Violent throughout the city, depending on proximity to the fault zone. The most violent shaking would occur in the areas closest to the fault in the city's southwest and along the coast.

**REPORTING STANDARDS:** "WITHIN" shall be reported if any portion of the Property within the Sphere of Influence is within the "San Andreas Peninsula Fault Zone" as delineated in the Public Record. "NOT WITHIN" shall be reported if no portion of the Property within the Sphere of Influence is within the "San Andreas Peninsula Fault Zone" as delineated in the Public Record.

IN



City: Ground Shaking



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

The potential severity of ground shaking in Daly City during an earthquake depends on several factors; areas susceptible to the highest potential levels of seismic shaking are generally those areas closest to the active earthquake-generating faults and areas underlain by thick unconsolidated deposits, particularly soft, saturated mud and fill. Ground shaking is a potentially serious seismic hazard for Daly City since it is underlain by weak to moderately consolidated, loose to firm sands, and is in close proximity to the San Andreas Fault. The Public Record contains several maps produced by the Association of Bay Area Governments (ABAG). One is a Geologic Units Map that ranks geologic units into categories of similar susceptibility to ground shaking. According to this map, the entire City is underlain by geologic units that fall within the top three levels of potential seismic shaking intensity. The second ABAG map, dated 2010, indicates that if an 8.3 earthquake on the San Andreas Fault occurred, the portions of Daly City underlain by the Colma and Merced Formations would have moderately high to very high susceptibility to ground shaking. Areas underlain by the Franciscan outcrop, such as those adjacent to San Bruno Mountain, have low to moderately low susceptibility. Some areas in the Bayshore neighborhood, however, have high to extremely high susceptibility due to the mixture of different geologic formations near the San Francisco Bay. Maps showing other earthquake scenarios may be viewed at the ABAG web portal at: <http://gis3.abag.ca.gov/Website/Shaking-Maps/viewer.htm>

**REPORTING STANDARDS:** "IN" shall be reported as will the more/most severe "Liquefaction Potential" designation ("Very High", "High", "Moderate", "Low", or "Very Low") if any portion of the Property within the Sphere of Influence is within an area of Liquefaction Susceptibility as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property within the Sphere of Influence is within an area of Liquefaction Susceptibility as delineated in the Public Record.

**REPORTING STANDARDS:** "IN" shall be reported as will the more/most severe "Shaking Severity Level" designation for a magnitude 8.3 earthquake on the San Andreas Fault ("Very Violent", "Violent", "Very Strong", or "Strong") affecting any portion of the Property within the Sphere of Influence as delineated in the Public Record. No areas within the Sphere of Influence are assigned a "Shaking Severity Level" of "Moderate" or "Low".



### City: Liquefaction

Liquefaction is the rapid transformation of saturated, loose, fine-grained sediment to a fluid-like state caused by seismic ground shaking. Soils susceptible to liquefaction include saturated loose to medium dense sands and gravels, low-plasticity silts, and some low-plasticity clay deposits. Liquefaction and associated failures could damage foundations, disrupt utility service, and cause damage to roadways. The Public Record contains a composite liquefaction susceptibility map produced by ABAG which indicates that the majority of the city has a very low to low potential liquefaction susceptibility level. A portion of the City's sphere of influence, north of the Thornton State Beach area has moderate liquefaction susceptibility, while areas directly east of Lake Merced Boulevard and along the Daly City coastline are susceptible to very high liquefaction risk. Similarly to ground shaking, however, liquefaction susceptibility depends substantially on the proximity of individual faults involved during a seismic event.





Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

## Landslide

Landslides are a common hazard on sloping terrain. They can range from slow, downslope creeping of soil, to rapid and dangerous movements of unstable bedrock and water-saturated soil (debris flows) as may be triggered by torrential rainfall. New or existing landslides can also be influenced by construction activity, unusual natural or artificial wetting (such as irrigation), or erosion. Parcel-specific landslide hazard determinations are provided on the Property Disclosure Summary at the beginning of this report. Here we explain such landslide zones as defined by local jurisdictions in their General Plan Safety Element or by the state. Note that landslide hazards recognized by county and city officials often differ from earthquake-triggered landslide zones defined under California statutes; therefore, please also refer to the state-level discussion and disclosure of Seismic Hazard Mapping Act in the preceding section of this Report. (See [Public Records Searched](#) at end of Report for data sources and their acronyms.)

NOT IN



### County: Landslide

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

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

NOT IN



### County: Coastal Bluff

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

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

NOT IN



### City: Landslide

A landslide is a mass of rock, soil and debris displaced down slope by sliding, flowing or falling (mudflows, or "mudslides" are types of landslides). Landslides can be a direct result of an earthquake, as occurred in Daly City during earthquakes in 1906, 1957, and 1989. More frequently, however, landslides are caused by other natural events such as heavy rainfall. Landslides can also be the result of human activities such as grading and deforestation or removal of vegetation. The effect of landslides in Daly City has been most prevalent in the Skyline Planning Area where, over the past several decades, a number of existing homes have been removed due to risks posed by landslides. The vulnerability of homes to landslide hazards in this area is exacerbated by the San Andreas Fault which bisects the neighborhood. Cliff erosion is often considered a type of landslide and is generally caused by an increase in moisture along the bluff line of a cliff which results in the breaking away of material along the face of the cliff. Development along the coastal bluffs can also contribute to increases in cliff erosion through increased runoff due to ineffective storm drainage design. Moderate landslide risk is prevalent throughout the city, particularly in the city's Southern Hills and Crocker planning areas to the east, St. Francis planning area in the west, and Serramonte planning area to the south. There is a very high landslide risk along the City's entire coastline and in the neighborhoods directly adjacent to Mussel Rock Park in the south.

**REPORTING STANDARDS:** "IN" shall be reported as will the more severe "Landslide" designation ("Mostly Landslide" or "Few Landslides") if any portion of the Property within the Sphere of Influence is within in an area of Landslides as delineated in the Public Record. "NOT IN" shall be reported if the entire Property within the Sphere of Influence is within an area of "Flatland - Not Landslide Prone" as delineated in the Public Record. **Note :** Although listed in the legend, there are no areas of "Many Landslides" or "Very Few Landslides" delineated within the City Sphere of Influence in the Public Record.



## Soils

Counties and cities often regulate land use in areas where development is constrained by hazardous ground conditions, including soil chemistry, mineralogy, drainage, bedrock, gas or fluid content, or other geologic or geotechnical issues. Local officials may consider such geologic hazards to be a factor in approving a building-permit application, and may require appropriate steps to mitigate such hazards prior to development—which could affect project cost or feasibility. Parcel-specific soil hazard determinations are provided on the Property Disclosure Summary at the beginning of this report. Here we explain local hazards related to soils that are addressed in the county or city General Plan Safety Element or by the state. (See [Public Records Searched](#) at end of Report for data sources and their acronyms.)



### City: Erosion

Soil erosion is the process by which soils are worn away from the earth's surface by precipitation and runoff or wind. The rate of erosion depends on many factors, including soil type and geologic parent materials (inherent erodibility), degree of surface disturbance and resulting vegetative cover, degree of compaction, degree and length of slope, rainfall and/or wind amount and intensity, and erosion control practices. Soils that are high in silt and low in clay and organic matter are the most inherently erodible; but, regardless of soil texture, erosion potential may be high in steep, unvegetated areas—especially those areas disturbed by cut-and-fill or other construction activities. The Public Record indicates erosion susceptibility in the city is greatest in northeastern Daly City around San Bruno Mountain State Park in the Crocker and Bayshore neighborhoods, where erosion potential ranges from low to high, as well as in the northwest of the city at Thornton Beach State Park, where erosion potential is low to moderate. **Important Note** : The Public Record states that Soil Erosion Potential may vary depending on soil layers and depth and that its map of Soil Erosion Potential zones provides a generalized guide and is not an authoritative depiction of where risks are more likely, and cautions that a site-specific study should be performed for detailed analysis.

**REPORTING STANDARDS:** "IN" shall be reported as will the more/most severe "Erosion Potential" designation ("Low to High", "Moderate", "Low to Moderate", or "Low") if any portion of the Property within the Sphere of Influence is within an area of Erosion Potential as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property within the Sphere of Influence is within an area of unrated Erosion Potential as delineated in the Public Record.



### City: Expansive Soils

Expansive soils possess a "shrink-swell" behavior. Shrink-swell is the cyclic change in volume (expansion and contraction) that occurs

in fine-grained clay sediments from the process of wetting and drying. Structural damage to buildings can occur over a long period of time, usually as a result of inadequate soil and foundation engineering or the placement of structures directly on expansive soils. Soils in the northeast portion of the City in the Crocker and Bayshore Planning Areas have a shrink-swell potential of low to moderate. **Important Note**: The Public Record states that Shrink-Swell Potential may vary depending on soil layers and depth and that its map of Shrink-Swell Potential zones provides a generalized guide and is not an authoritative depiction of where risks are more likely, and cautions that a site-specific study should be performed for detailed analysis.

**REPORTING STANDARDS:** "IN" shall be reported if any portion of the Property within the Sphere of Influence is within an area of "Low to Moderate" Shrink-Swell Potential as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property within the Sphere of Influence is within an area of "Low to Moderate" Shrink-Swell Potential as delineated in the Public Record. **Note** : The only area of High Shrink-Swell Potential delineated in the Public Record is to the east of Bayshore Boulevard and outside the City's Sphere of Influence.



## Climate Change

In 2015, the Governor approved Senate Bill 379. It forced every California county and city to identify natural hazards within its jurisdictional boundaries that are caused by, or worsened by, climate change – such as sea level rise and tidal flooding, widening floodplains and increased storm damage, and wildfire threat and extreme heat – and then update its General Plan Safety Element to focus public attention on those hazards and how the jurisdiction plans to adapt to them. Effective in 2017, this law gave local jurisdictions about five years to complete their climate vulnerability assessments and update their planning documents. As a result, hazards related to a changing climate are a matter of public record in a growing number of county and city Safety Elements. Here we disclose hazards related to climate change addressed in the local General Plan or by the state that may be material to a real estate transaction. (See [Public Records Searched](#) at end of Report for data sources and their acronyms.)

MAP N/A



### State: Climate Change

California Senate Bill 379 approved by the Governor in 2015 amended Government Code 65302(g)(4) to require cities and counties to include climate adaptation and resiliency strategies in the safety elements of their general plans upon the next revision beginning January 1, 2017. The bill requires this climate adaptation update to include a set of goals, policies, and objectives for the community that is based on the jurisdiction's vulnerability assessment, as well as implementation measures, including the conservation and implementation of natural infrastructure that may be used in adaptation projects. Specifically, the bill requires that upon the next revision of a general plan or local hazard mitigation plan, the safety element is to be updated as necessary to address climate adaptation and resiliency strategies applicable to the city or county." (source: state website [resilientca.org](http://resilientca.org)).

The legislation requires each county and city to identify and plan for hazards in its community ("climate impacts") that are caused or worsened by climate change. Such impacts include (depending on region): drought, extreme heat, extreme storms, flooding, ocean acidification, sea level rise, snowpack, temperature and wildfire. To investigate climate impacts in your community, consult the planning department of your county or city.

**REPORTING STANDARDS:** No determination is reported because the Public Record does not include a map which delineates the boundaries for this hazard.



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

## Neighborhood

The State Legislature has recognized other kinds of hazards in the vicinity of residential developments that may affect the potential use, enjoyment or value of real property. Those hazards are defined the California Civil Code (primarily Sections 1102 and 1103) and are required ("statutory") disclosures in a real estate transaction. This Report provides parcel-specific determinations of those hazards in the Property Disclosure Summary at the front of this document and describes them below as "Neighborhood" disclosures. (See [Public Records Searched](#) at end of Report for data sources and their acronyms.)

NOT IN



### State: Former Military Ordnance Site

Former Military Ordnance (FUD) sites can include sites with common industrial waste (such as fuels), ordnance or other warfare materiel, unsafe structures to be demolished, or debris for removal. California Civil Code Section 1102 requires disclosure of those sites containing unexploded ordnance. "Military ordnance" is any kind of munitions, explosive device/material or chemical agent used in military weapons. Unexploded ordnance are munitions that did not detonate.

**NOTE:** *MOST FUD sites do not contain unexploded ordnance. Only those FUD sites that the U.S. Army Corps of Engineers (USACE) has identified to contain Military Ordnance or have mitigation projects planned for them are disclosed in this Report. Additional sites may be added as military installations are released under the Federal Base Realignment and Closure (BRAC) Act. Active military sites are NOT included on the FUD site list.*

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

IN



### State: Commercial or Industrial Zoning

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

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

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

IN



### State: Airport Influence Area

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

#### NOTICE OF AIRPORT IN VICINITY

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

Certain airports are not disclosed in this Report. JCP-LGS has made a good faith effort to identify the airports covered under Section 1102.6a. Sources consulted include official land use maps and/or digital data made available by a governing Airport Land Use Commission (ALUC) or other designated government body. Most facilities for which an Airport Influence Area has been designated are included on the "California Airports List" maintained by the California Department of Transportation's Division of Aeronautics. Not disclosed in this Report are public airports that are not in the



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

"California Airports List," airports that are physically located outside California, heliports and seaplane bases that do not have regularly scheduled commercial service, and private airports or military air facilities unless specifically identified in the "California Airports List." If the seller has actual knowledge of an airport in the vicinity of the subject property that is not disclosed in this Report, and that is material to the transaction, the seller should disclose this actual knowledge in writing to the buyer.

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

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

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

NOT IN



## State: Airport Noise

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

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

The Airport Noise Compatibility Planning Program is voluntary and not all airports have elected to participate. Furthermore, not all

property in the vicinity of an airport is exposed to 65dB CNEL or greater average aviation noise levels. Conversely a property may be at some distance from an airport and still experience aviation noise. Buyer should be aware that aviation noise levels can vary seasonally or change if airport usage changes after a map is published or after the Report Date. JCP-LGS uses the most seasonally conservative noise exposures provided.

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

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

NOT IN



## State: 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@bcdc.ca.gov](mailto:info@bcdc.ca.gov)

The BCDC has issued maps for some parts of its jurisdiction, including the San Francisco Bay Plan maps (California Code of Regulations, Title 14, Section 10121) and the Suisun Marsh Plan maps (Nejedly-Bagley-Z'berg Suisun Marsh Preservation Act of 1974). Official maps have not been issued for other parts of the BCDC jurisdiction (McAteer-Petris Act areas) because the Bay is a





Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

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.

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



## State: California Energy Commission Duct Sealing & Testing Requirement

According to the California Energy Commission ("CEC"), most California homes have improperly sealed central air conditioning and heating system ducts such that approximately 30 percent of the conditioned air actually leaks outside the home. Effective July 1, 2014, in order to combat this waste of energy and money, the CEC updated its residential duct sealing and testing requirements in the 2013 Building Energy Efficiency Standards (Title 24). Previously, such duct sealing and testing was required only in certain CEC-designated climate zones when a central air conditioner or furnace is installed or replaced. The revised standards now make duct sealing and testing mandatory in all California climate zones when such a system is installed or replaced. Ducts found to leak more than 15 percent or more must be repaired. Once a contractor tests and fixes these ducts, you must have an approved third-party verifier determine that the ducts have been properly sealed. The CEC cautions homeowners that a contractor who fails to obtain a required building permit and fails to test and repair your ducts "is violating the law and exposing you to additional costs and liability." If you do not obtain a permit, you may be required to bring your home into compliance with code requirements for that work and may incur additional penalties and fines that have to be paid prior to selling your home. Remember that you have a duty to disclose whether you obtained required permits for work performed to prospective Buyers and appraisers. Local governments may mandate more stringent requirements.

Please note there are specific alternatives that allow high efficiency equipment and added duct insulation to be installed instead of fixing duct leaks. Please also be advised that there are separate

regulations which govern duct insulation levels required by climate zone and HVAC system.

For more information please contact the California Energy Commission or visit the official CEC "2013 Building Energy Efficiency Standards" portal at: <https://energycodeace.com/>

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

NOT IN



## State: Statewide Right to Farm

IF the property is presently located within one mile of a parcel of real property designated as "Prime Farmland," "Farmland of Statewide Importance," "Unique Farmland," "Farmland of Local Importance," or "Grazing Land" on the most current "Important Farmland Map" issued by the California Department of Conservation, Division of Land Resource Protection, the NOTICE OF RIGHT TO FARM is a required disclosure. (See NOTICE in this subsection.)

### NOTICE OF RIGHT TO FARM

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

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





Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

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

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

**REPORTING STANDARDS:** "IN" shall be reported and the "Notice of Right to Farm" provided if any portion of the Property is situated within, or within one mile of, a parcel of real property designated as "Prime Farmland," "Farmland of Statewide Importance," "Unique Farmland," "Farmland of Local Importance," or "Grazing Land" in the public record. "NOT IN" shall be reported if no portion of the Property is within that area. Some counties, or parts thereof, are not included in the Public Record because they have not been mapped for farmland parcels under this State program. Typically, this is because the county area is public land and not planned for incorporation, or, in the case of San Francisco, the county is entirely incorporated. In those instances, we report "Map Not Available" above, or "Map N/A" in the table of summary determinations at the beginning of this Report.

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

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

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

NOT IN



## State: Notice of Mining Operations

Historically, mining operations have been located in remote areas. However, increasing urbanization has resulted in some residential projects being developed near existing mining operations. California Public Resources Code §2207 requires owners and operators of mining operations to provide annually specific information to the California Department of Conservation ("DOC"), including but not limited to, (i) ownership and contact information, and (ii) the latitude, longitude, and approximate boundaries of the mining operation marked on a specific United States Geological Survey map. The Division of Mine Reclamation ("DMR") is a unit of the DOC. Using the mandatory data specified above, DMR provides map coordinate data that can be used by GIS systems to create points representing mine locations ("DMR Maps"). For more information please visit DMR's Mines Online Map Viewer (<https://maps.conservation.ca.gov/mol/index.html>) and click "View Map" to see mapped mine operations. Effective January 1, 2012, California Civil Code §1103.4 requires the seller of residential property to disclose to a Buyer if the residential property is located within one (1) mile of mining operations as specified on DMR Maps.

### Special Notes:

(1) Mine status can change without notice (e.g., a 'Proposed' mine can become 'Active' or an 'Active' mine can become 'Idle'). Check the link above for current status.



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

## General Advisories

Unlike hazard-zone determinations that are tied to a property address, an advisory provides general information about a hazard and guides the consumer to a resource(s) that describes the hazard in more detail. Below are general advisories about natural hazards that may affect California real estate. (See [Public Records Searched](#) at end of Report for data sources and their acronyms.)

### Registered Sex Offender Database Disclosure Requirement (“Megan’s Law”)

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

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

#### California Department of Justice Information Sources:

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

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

#### Local Information Locations for the Property:

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

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

**San Mateo County Sheriff’s Department: (650) 363-4060**

#### Explanation and How to Obtain Information

For over 50 years, California has required certain sex offenders to register with their local law enforcement agencies. However, information on the whereabouts of the sex offenders was not available to the public until implementation of the Child Molester Identification Line in July 1995. The available information was expanded by California’s “Megan’s Law” in 1996 (Chapter 908, Stats. of 1996). Megan’s Law provides certain information on the

whereabouts of “serious” and “high-risk” sex offenders. The law specifically prohibits using the information to harass or commit any crime against the offender. The information on a registered sex offender includes: name and known aliases; age and sex; physical description, including scars, marks and tattoos; photograph, if available; crimes resulting in registration; county of residence; and zip code (from last registration). Accessing the online database requires agreement to the DOJ’s terms of use on the web page.

### Gas and Hazardous Liquid Pipeline Database Disclosure Requirement

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

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

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <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. (California Civil Code Section 2079.10.5(a))

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

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



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

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

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

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

## Cooling and Heating Energy-efficiency Advisory

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

For the first time, federal minimum-efficiency standards will vary by region. Prior to 2015 one standard, called SEER 13, applied nationwide. Now, in California, Nevada, Arizona and New Mexico (the Southwestern Region), SEER 13 has been replaced by the more efficient SEER 14 standard. In the Southwestern Region the new rule allows repairs to existing SEER 13-compliant systems. However, in many cases a full system replacement (both the indoor and outdoor unit) will be necessary to make the system compatible, and replacement is allowed only with a SEER 14-compliant unit. The higher standard may increase the replacement cost to the property owner because the SEER 14 efficiency improvements require increased complexity of the new equipment, and the SEER 14 units may not fit in the existing space, requiring structural modifications at the owner's expense. In some cases the SEER 14 standard could double the cost of replacement over the earlier replacement cost. For applicable details and codes, see the California Energy Commission web page at the following link:

<https://energycodeace.com/QAndAce>

Federal energy-efficiency standards are updated from time to time. To determine the current applicable federal standard, inquire with a home inspector or other appropriately licensed professional.

## Methamphetamine Contaminated Property Disclosure Advisory

According to the "Methamphetamine Contaminated Property Cleanup Act of 2005," a property owner must disclose in writing to a prospective buyer if local health officials have issued an order prohibiting the use or occupancy of a property contaminated by meth lab activity.

The owner must also give a copy of the pending order to the buyer to acknowledge receipt in writing. Failure to comply with these requirements may subject an owner to, among other things, a civil penalty up to \$5,000. Aside from disclosure requirements, this new law also sets forth procedures for local authorities to deal with meth-contaminated properties, including the filing of a lien against a property until the owner cleans up the contamination or pays for the cleanup costs.

## Mold Advisory

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

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

[https://www.cdph.ca.gov/Programs/CCDCPHP/DEODC/EHLB/IAQ/CDPH Document Library/MMIMH\\_050619\\_ADA.pdf](https://www.cdph.ca.gov/Programs/CCDCPHP/DEODC/EHLB/IAQ/CDPH%20Document%20Library/MMIMH_050619_ADA.pdf) or by calling (510) 620-3620.

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



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

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

## Radon Advisory

For its Radon Advisory, JCP-LGS uses the updated assessment of radon exposure published in 1999 by the Lawrence Berkeley National Laboratory (LBNL) and Columbia University, under support from the U.S. Environmental Protection Agency (EPA), the National Science Foundation, and the US Department of Energy published online at:

<https://eta.lbl.gov/news/11787/new-web-site-helps-homeowners-reduce-cancer-risk-posed-by-radon-gas>

Based on this recent assessment, JCP-LGS advises as follows:

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

The "median concentration" means that half of the homes in a county are expected to be below this value and half to be above it. All houses contain some radon, and a few houses will contain much more than the median concentration. **The only way to accurately assess long-term exposure to radon in a specific house is through long-term testing (sampling the indoor air for a year or more). The EPA recommends that all homes be tested for radon.**

**NOTE:** JCP-LGS does not use the EPA's 1993 map for advisory purposes because that map shows "short-term" radon exposure averaged by county. It was based on "screening measurements" that were intentionally designed to sample the worst-case conditions for indoor air in US homes--using spot checks (sampling for just a few days), in the poorest air quality (with sealed doors and windows), at the worst time of the year (winter), in the worst part of the house (the basement, if one was available).

These short-term, winter, basement measurements are both biased and variable compared to long-term radon concentrations (averaged over a year) in the living area of a house. Long-term concentrations are a more accurate way to judge the long-term health risk from radon. For the above reasons, the EPA expressly disclaims the use of its 1993 map for determining whether any house should be tested for radon, and authorizes no other use of its map for property-specific purposes. For additional information about EPA guidelines and radon testing, see "Chapter VII-- Radon, in the California Department of Real Estate's Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants."

## Endangered Species Act Advisory

The Federal Endangered Species Act of 1973 ("ESA"), as amended, requires that plant and animal species identified and classified ("listed") by the Federal government as "threatened" or "endangered" be protected under U.S. law. Areas of habitat considered essential to the conservation of a listed species may be designated as "critical habitat" and may require special management considerations or protection. All threatened and endangered species

-- even if critical habitat is not designated for them -- are equally afforded the full range of protections available under the ESA.

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

An awareness of threatened and endangered species and/or critical habitats is not reasonably expected to be within the actual knowledge of a seller. No federal or state law or regulation requires a seller or seller's agent to disclose threatened or endangered species or critical habitats, or to otherwise investigate their possible existence on real property. Therefore, Buyer is advised that, prior to purchasing a vacant land parcel or other real property, Buyer should consider investigating the existence of threatened or endangered species, or designated critical habitats, on or in the vicinity of the Property which could affect the use of the Property or the success of any proposed (re)development.

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

**U.S. Fish & Wildlife Service Endangered Species Database (TESS):** <https://ecos.fws.gov/ecp/species-reports>.

## Abandoned Mines Advisory

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

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

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





Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

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

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

FOR MORE INFORMATION: Visit the State Division of Mine Reclamation's website at:

[https://www.conservation.ca.gov/dmr/abandoned\\_mine Lands/Documents/Abandoned Mine Lands FAQs.pdf](https://www.conservation.ca.gov/dmr/abandoned_mine Lands/Documents/Abandoned Mine Lands FAQs.pdf).

## Oil and Gas Well Advisory

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

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

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

FOR MORE INFORMATION: To obtain a search of the state's databases of oil and gas wells and sites of known environmental contamination on or near the Property, please order the JCP-LGS Residential Environmental Report. For general information, visit the California Department of Conservation, Geologic Energy Management Division (CalGEM) at:

<https://www.conservation.ca.gov/CalGEM/>.

## Sustainable Groundwater Management Act Advisory

In 2014 the California Department of Water Resources (DWR) created the California Statewide Groundwater Elevation Monitoring (CASGEM) Program for the purpose of prioritizing groundwater basins for monitoring seasonal and long-term trends in groundwater elevations. According to DWR, Groundwater Basin Prioritization is a technical process that utilizes the best available data and

information to classify California's 515 groundwater basins into one of four categories high-, medium-, low-, or very low-priority. The technical process is based on eight components that are identified in the California Water Code Section 10933(b).

In 2015 the **Sustainable Groundwater Management Act (SGMA)** became operative and required DWR to prioritize basins for purposes of SGMA. DWR implemented initial SGMA basin prioritization in 2015 and later updated it as the SGMA 2019 Basin Prioritization to include all 515 groundwater basins. Ninety-four basins and/or sub-basins were identified as medium or high priority. SGMA requires medium- and high-priority basins to develop groundwater sustainability agencies (GSAs), develop groundwater sustainability plans (GSPs) and manage groundwater for long-term sustainability.

DWR prioritizes groundwater basins based on factors such as population, irrigated acreage, and the number of wells (Water Code §10933), focusing on the importance of groundwater in a basin. DWR will reassess current prioritization whenever Bulletin 118 boundaries are updated or as otherwise required. As of this date the next update to Bulletin 118 is scheduled to be published in 2025.

For a determination of whether the Property is located above a groundwater basin prioritized under the SGMA, including its priority, please see the JCP-LGS Residential Environmental Report (if ordered). To view an interactive statewide map of groundwater basins and their prioritization please visit the SGMA Basin Prioritization Dashboard at the following link:

<https://gis.water.ca.gov/app/bp-dashboard/final/>.

California Water Code Section 10730(a) authorizes GSAs to collect fees to recover costs for GSP development and groundwater monitoring, and GSP Annual Reports. Fees vary by GSA and by parcel based on parameters set forth by each GSA. If the GSA does not impose fees, the State Board has the ability to impose its own fees to recover the cost of state intervention activities in groundwater basins. For more information on groundwater use and fees in unmanaged areas please visit the [SGMA Reporting and Fees](#) portal. For more information on possible groundwater fees in managed areas please contact your GSA or water service provider.

## Electromagnetic Fields Advisory

According to the National Cancer Institute ("NCI") a 1979 study pointed to a possible association between living near electric power lines and childhood leukemia. More recent studies have not found an association or have found one only for those children who lived in homes with very high levels of magnetic fields present in few residences. The NCI also notes that a majority of epidemiological studies have also shown no relationship between breast cancer in women and exposure to extremely low frequency EMFs ("ELF-EMF"s) in the home, although a few individual studies have suggested an association; only one reported results that were statistically significant. Sources of extremely low frequency ELF-EMF include power lines, electrical wiring, and electrical appliances such as shavers, hair dryers, and electric blankets.

FOR MORE INFORMATION: Visit the NCI Electromagnetic Fields and Cancer portal at:



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

<https://www.cancer.gov/about-cancer/causes-prevention/risk/radiation/electromagnetic-fields-fact-sheet>

Weighing in on the same matter, The World Health Organization ("WHO") states, "Based on a recent in-depth review of the scientific literature, the WHO concluded that current evidence does not confirm the existence of any health consequences from exposure to low level electromagnetic fields.

However, some gaps in knowledge about biological effects exist and need further research." WHO also asserts, "Despite many studies, the evidence for any effect remains highly controversial. However, it is clear that if electromagnetic fields do have an effect on cancer, then any increase in risk will be extremely small. The results to date contain many inconsistencies, but no large increases in risk have been found for any cancer in children or adults." For more information please visit WHO's EMF Q&A website at:

<https://www.who.int/news-room/questions-and-answers/item/radiation-electromagnetic-fields>.

The National Institute of Environmental Health Science ("NIEHS") Electric & Magnetic Fields web page at:

<https://www.niehs.nih.gov/health/topics/agents/emf/index.cfm>.

According to the above: "If you are concerned about EMFs emitted by a power line or substation in your area, you can contact your local power company to schedule an on-site reading. You can also measure EMFs yourself with the use of a gaussmeter, which is available for purchase online through a number of retailers."

For further information and additional reading please visit:

United States Environmental Protection Agency ("U.S. EPA") website at:

<https://www.epa.gov/radtown/electric-and-magnetic-fields-power-lines>.

The National Institute of Environmental Health Sciences ("NIEHS") & National Institutes of Health ("NIH") booklet:

[https://www.niehs.nih.gov/health/materials/electric\\_and\\_magnetic\\_fields\\_associated\\_with\\_the\\_use\\_of\\_electric\\_power\\_questions\\_and\\_answers\\_english\\_508.pdf](https://www.niehs.nih.gov/health/materials/electric_and_magnetic_fields_associated_with_the_use_of_electric_power_questions_and_answers_english_508.pdf).

## Tsunami Map Advisory

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

**These maps specifically contain the following disclaimer:**

**Map Disclaimer:** This tsunami inundation map was prepared to assist cities and counties in identifying their tsunami hazard. It is intended for local jurisdictional, coastal evacuation planning uses only. This map, and the information presented herein, **is not a legal document and does not meet disclosure requirements for real**

**estate transactions nor for any other regulatory purpose.** The California Emergency Management Agency (CalEMA), the University of Southern California (USC), and the California Geological Survey (CGS) make no representation or warranties regarding the accuracy of this inundation map nor the data from which the map was derived. Neither the State of California nor USC shall be liable under any circumstances for any direct, indirect, special, incidental or consequential damages with respect to any claim by any user or any third party on account of or arising from the use of this map.

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

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

State of California Emergency Management Agency,  
Earthquake and Tsunami Program:

<https://www.conservation.ca.gov/cgs/tsunami/maps>

University of Southern California -- Tsunami Research Center:

<https://tsunamiresearchcenter.com/category/tsunami-archive/>

National Oceanic and Atmospheric Administration (NOAA) /

National Weather Service, U.S. Tsunami Warning System:

<https://www.tsunami.gov/>

NOAA, Center for Tsunami Research (MOST model):

<https://nctr.pmel.noaa.gov/time/background/models.html>

## 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





Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

according to manufacturer's specifications to help reduce wood smoke pollution. The Air District encourages the use of cleaner and more efficient, non-wood burning heating options such as gas-fueled or electric fireplace inserts to help reduce emissions and exposure to fine particulates.

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





**JCP-LGS™**  
Natural Hazard Disclosures

# Property Tax Determinations

Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310**

Report Date: **02/05/2025**

Report Number: **3410702**

Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

## Tax Summary

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

This Tax Report section discusses the results of an electronic search of specified government lists containing real property tax information concerning the Residential Property. This tax information is based on the County's Fiscal Year 2024-2025 Secured Property Tax Roll and other sources identified in the Report. To understand the information provided, please read this entire Report.

The Residential Property:	IS	IS NOT	Description	Pg.
A.		•	NOT SUBJECT TO one or more Mello-Roos Community Facilities Districts.	<a href="#">38</a>
B.		•	NOT SUBJECT TO one or more 1915 Bond Act Districts.	<a href="#">38</a>
C.		•	NOT SUBJECT TO a PACE Contract.	<a href="#">39</a>
D.	•		SUBJECT TO one or more other direct assessments.	<a href="#">40</a>
E.		•	NOT SUBJECT TO the State Responsibility Area Fire Prevention Fee (SRA Fee is suspended until 2031 by Assembly Bill 398 of 2017).	<a href="#">45</a>

### Determined by First American Real Estate Disclosures Corporation (FAREDC)

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

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

**To understand the information provided, please read this entire Report.**



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

## Notice of Special Tax/Assessment

Special assessments, also referred to as direct or fixed assessments, are charges that are not based on the value of the property. These charges are levied to provide funding for services or improvements that directly benefit the property. Mello-Roos Community Facility Districts and 1915 Bond Districts are also classified as special assessments. PACE contract agreements are typically created pursuant to the Mello-Roos Act or the 1915 Bond Act. Certain special assessments may be subject to accelerated foreclosure if allowed to go delinquent. This information is based on the SAN MATEO County Secured Property Tax Roll ("Database") for Tax Year 2024-2025 ("Database Date") unless otherwise specified in the section below.

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

NOT IN



### Mello-Roos Community Facilities Districts

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

The current tax levy, maximum tax levy, the maximum tax escalator, and the authorized facilities and/or services which are being paid for by the special taxes are indicated below.

THE BUYER SHOULD TAKE THIS TAX AND THE BENEFITS FROM THE PUBLIC FACILITIES AND SERVICES FOR WHICH IT PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THE RESIDENTIAL PROPERTY.

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

NOT IN



### 1915 Bond Act Assessment Districts

If the Residential Property is within a 1915 Bond Act Assessment District, this assessment district has issued bonds to finance the acquisition or construction of certain public improvements that are of direct and special benefit to all real property within the assessment district. The bonds will be repaid from annual assessment installments against the property within the assessment district.

Annual assessment installments of such an assessment district will appear on the real property tax bills and are in addition to the ad valorem property taxes and any other charges and levies that will be itemized on the property tax bill. If the assessment installments are not paid when due each year, the Residential Property may be foreclosed upon and sold.

The annual assessment installment against the Residential Property and the public facilities that are being financed by the proceeds from the sale of bonds that are being repaid by the assessments are indicated below.

THE BUYER SHOULD TAKE ANY ASSESSMENT(S) AND THE BENEFITS FROM THE PUBLIC FACILITIES FOR WHICH IT PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THE RESIDENTIAL PROPERTY.

**The Residential Property is NOT SUBJECT to 1915 Bond Act Assessment District(s).**



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

NOT IN



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

Property assessed clean energy (PACE) programs allow owners to finance energy and water efficiency and renewable energy projects, and qualifying seismic and wildfire safety improvements, on residential and commercial structures through a voluntary assessment on the property. PACE programs are offered by many city, county and regional agencies, with repayment periods from 5 to 20 years or more. **PACE liens are authorized pursuant to Section 53328 of the California Government Code, (the "Mello-Roos Community Facilities Act of 1982") or California Streets & Highways Code Section 8500 (the "1915 Act") and are disclosed pursuant to Section 1102.6b of the California Civil Code.**

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

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

**The Property IS NOT SUBJECT to a PACE lien documented in the county's Fiscal Year 2024-2025 Secured Property Tax Roll. Note: Buyer should read the preliminary title report and obtain and read all exceptions listed therein to investigate any PACE lien executed more recently. In the title report, lien exceptions are named as recorded with the county; therefore, a PACE lien may be listed under a name that is not obvious.**

## Accelerated Foreclosure Information

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

## Approved Districts Which Have Been Formed and Authorized But Are Not Yet Levied

Certain Mello-Roos Communities Facilities Districts or 1915 Bond Act Assessment Districts may have been formed and authorized but have not yet to be levied. These Districts may not appear in this Report. However, the information regarding such districts may appear on your preliminary report issued by a title company. The district may levy a special tax on future property tax bills for the Property.



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

## Current Property Tax Bill Summary

The following is a summary of Database information obtained from the SAN MATEO County Secured Property Tax Roll ("Database") for Tax Year 2024-2025 ("Database Date"). This summary is provided for informational purposes only. The summary includes Ad Valorem taxes, which are based on the Property's Assessed Value, as well as other Non-Ad Valorem Direct or Special Assessments. Upon transfer of ownership, the Assessed Value may be reset to the Current Market Value or Sale Price which may result in a substantial change in the Ad Valorem taxes assessed.

Please see the subsequent sections of this Report for information about "Available Senior Citizens Exemptions," to estimate property taxes after the sale and any supplemental taxes, to see the "Notice of Supplemental Taxes," and to review other tax-related exemptions and exclusions that California law provides.

Total Assessed Value	\$1,204,670.00	Total Annual Tax Liability	\$15,156.36
1st Installment Due 11/01/2024	\$7,578.18	2nd Installment Due 02/01/2025	\$7,578.18

### General Ad Valorem Taxes

Agency	Description	Contact Phone	Amount
SAN MATEO COUNTY	JEFFERSON ESD BOND	650-363-4500	\$687.86
SAN MATEO COUNTY	JEFFERSON UHSD BOND	650-363-4500	\$897.47
SAN MATEO COMMUNITY COLLEGE DISTRICT	SMCCD BOND	650-363-4500	\$214.43
SAN MATEO COUNTY	PROP 13 GENERAL 1% TAX RATE	650-363-4500	\$12,046.70
TOTAL AD VALOREM TAXES			\$13,846.46

### Direct and/or Special Assessments

Agency	Description	Contact Phone	Amount
FEDCA&NPDES STORM FEE	SPEC ASMT FEE	(650) 599-1417	\$7.92
NORTH CO. SANITARY DISTRICT	SANITATION DISTRICT	(650) 991-8084	\$353.88
SAN MATEO COUNTY	SMC MOSQ ABATE BENEFIT ASSESS	(800) 273-5167	\$25.26
JEFFERSON UNION HS DIST	JEFFERSON UHSD PARCEL TAX MEASURE E	(800) 676-7516	\$60.00
JEFFERSON ELEM SCH DIST	JEFFERSON ESD PARCEL TAX	(800) 676-7516	\$68.00
SAN FRANCISCO BAY RESTORATION AUTHORITY	MEASURE AA PARCEL TAX (CLEAN AND HEALTHY BAY)	(888) 508-8157	\$12.00
JEFFERSON UNION HS DIST	JEFFERSON UHSD PARCEL TAX MEASURE Y	(800) 676-7516	\$58.00
BROADMOOR POLICE SPECIAL TAX	PUBLIC SAFETY	(650) 755-3840	\$532.50
COLMA FIRE SPECIAL TAX	FIRE PROTECTION/PREVENTION	(650) 755-5666	\$182.34
JEFFERSON UHSD MAINTENANCE ASSESSMENT	MAINTENANCE DISTRICT	(800) 273-5167	\$10.00
TOTAL DIRECT ASSESSMENTS			\$1,309.90

### Available Senior Citizens Exemptions





Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

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

Agency	Description	Contact Phone	Amount
JEFFERSON UNION HS DIST	JEFFERSON UHSD PARCEL TAX MEASURE E	(800) 676-7516	\$60.00
JEFFERSON ELEM SCH DIST	JEFFERSON ESD PARCEL TAX	(800) 676-7516	\$68.00

Exemptions & Exclusions to Ad Valorem Taxes

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

- Homeowner exemption (Calif. Const. Art XIII §3, Art. XIII A §2.1, & R&T Code §218)
- Honorably discharged veterans (Calif. Const. Art XIII §3, Art. XIII A §2.1, & R&T Code §205)
- Disabled veterans (Calif. Const. Art XIII §4, Art. XIII A §2.1, & R&T Code §205)

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

- Persons over 55 years of age (Calif. Const. Art. XIII A §2.1 & R&T Code §69.5)
- Severely and permanently disabled persons (Calif. Const. Art. XIII A §2.1 & R&T Code §69.5(a))
- Transfers between parents and children and grandparents and grandchildren (Calif. Const. Art. XIII A §2.1 & R&T Code §63.1)
- Transfers into revocable trusts (Calif. Const. Art. XIII A §2 & R&T Code §62)
- Interspousal transfers (Calif. Const. Art. XIII A §2 & R&T Code §63)
- Improvements for seismic retrofitting (Calif. Const. Art. XIII A §2 & R&T Code §74.5)
- Improvements for disabled access (Calif. Const. Art. XIII A §2.1 & R&T Code §74.3)
- Replacement of property damaged or destroyed by disaster (Calif. Const. Art. XIII A §2.1 & R&T Code § 69)

In order to determine if Buyer may qualify for any exemptions or exclusions or to obtain a comprehensive list of available exemptions and exclusions, please contact the county tax assessor's office ((530) 889-4300) or visit the county website at <https://www.sanbernardino.ca.gov/5800/Assessor>. Additional information is also available on the website for the California Board of Equalization at [www.boe.ca.gov](http://www.boe.ca.gov).



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

# Calculating Property Taxes After Sale (Estimate Only)

Instantly and securely calculate estimated property taxes and supplemental taxes on our website by clicking on the following link (or manually calculate them below):

<https://orderform.fanhd.com/Order/TaxCalcForm?token=kbSjvOVf1ggRlucNE5g0JlsjbhNszfAmQrYjGJOX4cJg86CdHuC3Z%2fJVVJ9iWHQP8wSaxKXX7a%2fkYPkhE5ja3a8UwT%2bZvxsN8Kdqy4PiD7dA%3d>

## PROPERTY TAX ESTIMATOR

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

1	Estimated Sales Price.....	• 1	\$	
2	Estimated Ad Valorem Tax Rate.....	• 2		<b>0.01149</b>
3	Multiply line 1 by line 2. This is your Estimated Ad Valorem Tax.....	• 3	\$	
4	Direct Assessments including Mello Roos Special Taxes, 1915 Bond Act Assessments or PACE Assessments applicable.....	• 4	\$	<b>1,309.90</b>
5	Add lines 3 and 4. Total Estimated Annual Tax Amount After Sale.....	• 5	\$	

The information in the above form is an estimate only. The purpose of this ESTIMATOR is to assist Buyer in planning for property taxes which will be applicable after the Sale Date. This ESTIMATOR requires the Buyer's projection of the purchase price of the Residential Property. Please note that potential exemptions and exclusions are not reflected in this estimate.

**Additionally, undeveloped or recently developed properties may be subject to additional Direct Assessments not included in this estimate. JCP-LGS is not responsible or liable for any losses, liabilities or damages resulting from use of this Property Tax Estimator.**



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

## Supplemental Property Tax Information

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

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

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

## Supplemental Property Tax Disclosure

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

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

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

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

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

SAN MATEO County Assessor

Phone: 650-363-4500

Website: <https://smcacre.gov/assessor>

(See calculator below to estimate Supplemental Property Taxes after sale.)



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

# Calculating Supplemental Taxes After Sale (Estimate Only)

Instantly and securely calculate estimated property taxes and supplemental taxes on our website by clicking on the following link (or manually calculate them below):

<https://orderform.fanhd.com/Order/TaxCalcForm?token=kbSjvOVf1ggRlucNE5g0JlsjbhNszfAmQrYjGJOX4cJg86CdHuC3Z%2fJVJ9iW HQP8wSaxKXX7a%2fkYPkhE5ja3a8UwT%2bZvxsN8Kdqy4PiD7dA%3d>

## SUPPLEMENTAL TAX ESTIMATOR

The following calculation method ("ESTIMATOR") is provided to estimate the potential amount of the supplemental taxes on a given property and does NOT include the amount of the regular annual ad valorem property tax. The following calculation provides an estimate of the supplemental property taxes that can be expected during the first year of ownership, and should be used for planning purposes only.

1

Estimated Sales Price.....

• 1

\$

2

Estimated Current Assessed Value.....

• 2

\$

1,204,670.00

3

Subtract line 2 from line 1.  
Estimated Supplemental Assessed Value.....

• 3

\$

4

Multiply line 3 by 0.01149000 (the Estimated Ad Valorem Tax Rate for the Residential Property).  
Estimated Full-Year **Supplemental** Tax Obligation.....

• 4

\$

If the Sale Date for the Residential Property falls during the months of January through May, Buyer will receive TWO supplemental tax bills: (a) one for the current partial tax year; and (b) one for the next full tax year. The supplemental taxes can be estimated by completing lines 5 through 8 below:

5

Enter the Month-of-Sale Factor from **TABLE 1** below.....

• 5

6

Multiply line 4 by line 5.  
Estimated Supplemental Tax Bill # 1.....

• 6

\$

7

Enter the amount on line 4.  
Estimated Supplemental Tax Bill # 2.....

• 7

\$

8

Add lines 6 and 7. Total estimated Supplemental Tax Bill.....

• 8

\$

If the Sale Date for the Residential Property falls during the months of June through December, Buyer will receive ONE supplemental tax bill. The supplemental tax can be estimated by completing lines 9 and 10 below:

9

Enter the Month-of-Sale Factor from **TABLE 2** below.....

• 9

10

Multiply line 4 by line 9. Total estimated Supplemental Tax Bill.....

• 10

\$

TABLE 1. Month-of-Sale Factor

Jan	0.4167
Feb	0.3333
Mar	0.2500
Apr	0.1667
May	0.0833

TABLE 2. Month-of-Sale Factor

Jun	1.0000
Jul	0.9167
Aug	0.8333
Sept	0.7500
Oct	0.6667
Nov	0.5833
Dec	0.5000

The information in the above form is an estimate only. The purpose of this ESTIMATOR is to assist Buyer in planning for the supplemental taxes. The estimated supplemental tax is not a substitute for the supplemental bill and may not be relied upon as such. This ESTIMATOR requires the Buyer's projection of the purchase price of the Residential Property as well as month in which the transaction will be consummated. Please note that potential exemptions and exclusions are not reflected in these estimations. JCP-LGS is not responsible or liable for any losses, liabilities or damages resulting from use of this Supplemental Tax Estimator.



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

## Other Fees and Taxes

Additional fees or taxes may apply now or in the future to residential property transfers in certain situations.

### State Responsibility Area Fire Prevention Fee

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

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

The fire prevention activities supported by the fee will continue, but instead will be funded through a different State program – one aimed at curbing industrial emissions of carbon dioxide (also known as California's "cap-and-trade" program). For more information, please refer to the text of the Assembly bill at the following link:

[https://leginfo.ca.gov/faces/billNavClient.xhtml?bill\\_id=201720180AB398](https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB398)

### Private Transfer Fee Advisory

**Private Transfer Fee.** This is a fee imposed by a private entity such as a property developer, home builder, or homeowner association, when a property within a certain type of subdivision is sold or transferred. (It is commonly known as a "Private Transfer Tax".) It is NOT the same as a city or county Documentary Transfer Tax. A Private Transfer Fee may apply in addition to government Documentary Transfer Taxes that are due upon sale or transfer of the Property.

**Transfer Fee Defined.** California Civil Code Section 1098 defines a "Transfer Fee."

**Effective January 1, 2008, if the payment of any Transfer Fee is required in the sale or transfer of the Property, Civil Code Section 1102.6e requires Seller to notify Buyer of the existence of the fee and to disclose certain specific information about the fee.**

**How to Determine the Existence of a Transfer Fee.** If a Transfer Fee does exist affecting the Property, the document creating the fee may be on file with the County Recorder as a notice recorded against the Property and should be disclosed in the preliminary (title) report on the Property. However, the preliminary (title) report will merely disclose the existence of the documents affecting title, not the content of the documents. The title of a document may also not be sufficient to disclose that a Transfer Fee is included in its terms. Accordingly, Seller should (a) request the title company which issued the preliminary (title) report to provide copies of the documents shown as "exceptions," and (b) review each document to determine if it contains a Transfer Fee.

Parties are advised that documents regarding any Transfer Fee should be obtained early in the sale process in order to avoid delays in the transaction process and to ensure full disclosure as required by law.

**To determine if the Property is subject to a Transfer Fee, OBTAIN COPIES OF ALL OF THE EXCEPTIONS LISTED ON THE PRELIMINARY (TITLE) REPORT FROM THE TITLE COMPANY AND READ THEM TO DETERMINE IF ANY TRANSFER FEES ARE APPLICABLE.**





**JCP-LGS™**  
Natural Hazard Disclosures

# Environmental Determinations

Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310**

Report Date: **02/05/2025**

Report Number: **3410702**



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

## Environmental Zones

The parties to the Transaction to which this Report applies ("Parties") are the owner ("Seller") of the Residential Property ("Property") on the Report Date, the buyer ("Buyer") of the Residential Property under contract of sale as of the Report Date, and their respective licensed real estate agents ("Agents"). Seller, Buyer and the Agents are sometimes referred to herein as "Party" or "Parties." JCP-LGS and the Parties are the parties to the contract that is entered into by the purchase of this Report.

**This Report discloses the results of an electronic search of specified federal- and state-level environmental-hazard record systems ("Databases") that are known to include contamination sites ("Sites").**

The Databases are searched for hazard Sites at standard distances from the Property. The standard search distance is not the same for all Databases, but depends upon the nature of the environmental hazard represented in the Database. JCP-LGS uses search distances that comply with the U.S. Environmental Protection Agency (EPA) "All Appropriate Inquiry" (AAI) standard for government records search (40 CFR Part 312.26) under the U.S. Small Business Liability Relief and Revitalization Act ("the Brownfields Law").

## Point and Line Source Methodology

This Report does not identify the precise areas actually contaminated by an environmental hazard; rather, as a reasonable approximation, it identifies "point sources" for contamination, such as a specific Site address where a leaking underground tank was recorded. The address does not precisely reflect the location of the source of contamination on the Site, nor will it indicate the potential spread of any contamination from that source. In addition, any point source that lies beyond the standard distance searched for each Database will not be reflected in this Report -- even if it is known to be the origin of a larger contaminated area. Point sources are included in this Report as of the time they are identified in the government Database consulted by the Company. Please note that the Gas Transmission and Hazardous Liquid Pipeline disclosure (below) is based on the Property's location with respect to "line sources" represented in that Database.

The perchlorate contamination plume that is known to have affected groundwater in parts of Morgan Hill, San Martin, and possibly Gilroy is an example of a hazard Study Area. The point source responsible for it, reported to be in Morgan Hill, has not yet been officially listed on a publicly-available government site list. For current information about that Study Area, please contact the Santa Clara Valley Water District Perchlorate Hotline at 1-888-Hey-Noah (1-888-439-6624).

**To understand the information provided, please read this entire Environmental Screening Report. Information about a specific Database or standard search distance is provided in *Environmental Site Databases* (below).**



### Sites Identified in Environmental Records Search

A Site must have a complete address in order for its location to be known and its distance from the Property measured. Only Sites having a complete address in the Database searched are included in this section. Site "Distance" is the straight line distance in miles between the geocoded address (latitude and longitude) of the Site and the geocoded address of the Property. If the Public Record includes a Site that is within the standard distance searched for that Database category, then that Site is (1) listed as "Found" in the table below and at the beginning of this disclosure Report is (2) shown on the "Map of Sites Found" and (3) noted as "IN" in the "Summary of Environmental Screening Determinations" for the applicable Database category. JCP-LGS recommends further investigation of any Site(s) listed below.

**Codes in the search results that indicate the status of a site are explained as follows:**

<b>Open</b>	Site listed as undergoing clean-up, investigation, or referral to another agency; or as non-active, abandoned or absorbed but not closed or completed.
<b>Closed</b>	Site listed as clean-up completed, release secured, no further remedial action planned, case closed, or delisted.
<b>Active (or Inactive)</b>	Site facility listed as actively (or not actively) engaged in a type of activity regulated under RCRA.
<b>N/A</b>	Not Applicable - site listed as uncontaminated, or as using or storing hazardous substances.
<b>N/P</b>	Not Provided - site status not supplied on agency list used.



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

Found	None Found	Database Searched (with standard distance)			
	X	National Priorities List (Federal "Superfund" list) - 1 mile			
	X	Federal Resource Conservation and Recovery Act (RCRA) - Corrective Actions List - 1 mile			
	X	California State Response List (includes Active Annual Workplan, AWP, sites) - 1/2 mile			
X		California Spills, Leaks, Investigation and Cleanup (SLIC) List - 1/2 mile			
		Site Name	Address	Case No.	Status
		SOUTHGATE CLEANERS	183 SOUTHGATE, DALY CITY, CA 94015	SL0608188850	Open
		WESTLAKE FRENCH CLEANERS	247 WESTLAKE CENTER, DALY CITY, CA 94015	SL0608106505	Open
	X	California Solid Waste Landfill Sites (SWIS) List - 1/2 mile			
X		California Leaking Underground Storage Tank (LUST) List (see status explanation below) - 1/4 mile			
		Site Name	Address	Case No.	Status
		ARCO #465	151 SOUTHGATE AVENUE, DALY CITY, CA 94015	T0608100027	Closed

**CLOSED SITES REMAIN OFFICIALLY LISTED:** All Sites listed on the State's Leaking Underground Storage Tank Information System (LUSTIS) have been identified to have had a leaking storage tank. Many LUST Sites have been cleaned up and their cases "Closed," and this is noted above if applicable. Parties should be aware that LUST Sites remain in the LUSTIS database even after they have been closed, and are included in this Report if found by our search. Leaking underground storage tanks are the most common type of contamination.

Storage tank leaks are often less extensive than other types of contamination releases and usually do not extend beyond the real property on which the tank is located. **For specific information about a Site listed above, please see *Environmental Site Databases* below and contact the agency responsible for maintaining that Database.**

DATA N/A



## Sites Missing Key Location Information

Many environmental hazard Sites in the Databases searched have incomplete or inaccurate address information. Those Sites cannot be precisely or reliably located and could potentially be anywhere in the Property's city, county, or state. They are, therefore, considered "unlocatable."

A sample of unlocatable sites that may be in the vicinity is listed below. A full list of ALL unlocatable California sites that include a zip code is available at the web address below:

[https://orderform.disclosures.com/Content/Files/Enviro/Current\\_List\\_of\\_Unlocatable\\_Sites\\_by\\_Zip\\_Code.xlsx](https://orderform.disclosures.com/Content/Files/Enviro/Current_List_of_Unlocatable_Sites_by_Zip_Code.xlsx)

Status codes for the unlocatable Sites are the same as noted above for the Sites "Found".

NOT IN



## Oil & Gas Well Locations Within 1/4-mile of Property

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



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

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

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

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

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

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

For a complete listing and explanation of well status codes, visit the following CalGEM web page:

<https://www.conservation.ca.gov/calgem/maps/Documents/GIS-metadata-ReadMe.pdf>

FOR MORE INFORMATION: Ownership information of oil, gas, mineral, geothermal and other subsurface rights regarding the Residential Property may be disclosed in a preliminary (title) report or title commitment. The CalGEM does not use the County Assessor Parcel Number or site address to locate wells or leases, and therefore, the APN and address cannot be used to determine if there is a well on a specific property. CalGEM Well Finder (<https://www.conservation.ca.gov/calgem/Pages/WellFinder.aspx>) allows users to search well locations by API Number, Property Address, or Field Name. For detailed information about a specific well, reference the unique API Number that the CalGEM has assigned to it. The CalGEM website provides an online well search by API number at <https://wellstar-public.conservation.ca.gov>.



## Sustainable Groundwater Management Act Groundwater Basin Prioritization

**PUBLIC RECORD:** An official publicly available digital data set entitled "B118 SGMA 2019 Basin Prioritization" produced by the California Department of Water Resources.

**EXPLANATION:** According to the California Department of Water Resources (DWR) Groundwater Basin Prioritization is a technical process that utilizes the best available data and information to classify California's 515 groundwater basins into one of four categories: high-, medium-, low-, or very low-priority. The technical process is based on eight components identified in the [California Water Code Section 10933\(b\)](#).

Groundwater Monitoring legislation adopted in 2009 directed DWR to establish the order in which the agency would evaluate groundwater basins to determine whether monitoring provided sufficient information to demonstrate seasonal and long-term trends in groundwater elevations, as required by that law. In response, DWR created the California Statewide Groundwater Elevation Monitoring (CASGEM) Program and released the CASGEM prioritization of basins in 2014.

In 2015 the Sustainable Groundwater Management Act (SGMA) became operative and required DWR to prioritize basins for purposes of SGMA. DWR implemented the 2014 CASGEM Basin Prioritization as the initial SGMA basin prioritization in 2015 and later updated it as the SGMA 2019 Basin Prioritization to include all 515 groundwater basins. DWR will reassess current prioritization whenever Bulletin 118 boundaries are updated or as otherwise required. As of 2022, the next update to [Bulletin 118](#) is scheduled to be published in 2025.

DWR prioritizes groundwater basins based on factors such as population, irrigated acreage, and the number of wells ([Water Code §10933](#)). Most factors are neutral as to groundwater management, focusing simply on the importance of groundwater in a basin. As a result, a sustainably managed basin may still be designated as high-priority based on which of these factors are presently adopted.

- Although DWR used largely the same process to prioritize basins for both the 2014 CASGEM Basin Prioritization and SGMA 2019 Basin Prioritization, the use of new or improved data and other factors specific to SGMA resulted in changes to the prioritization of some basins.



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

- Although SGMA applies to all basins in California, only high- and medium-priority basins are required to form a groundwater sustainability agency (GSA) and adopt a groundwater sustainability plan (GSP) or submit an alternative to a GSP.
- Low- and very low-priority basins may adopt these plans but are not required to. A low- or very low-priority basin reclassified as high- or medium-priority will be required to form a GSA and adopt a GSP or submit an alternative to a GSP.
- A high- or medium-priority basin reclassified as low- or very low-priority will no longer be required to form a GSA, adopt a GSP or submit an alternative to a GSP. However, these basins are still encouraged to form GSAs and develop GSPs, update existing groundwater management plans, and coordinate with others to develop a new groundwater management plan in accordance with the [Water Code Section 10750 et seq.](#)

SGMA does not treat low-priority basins differently than very low-priority basins. SGMA does not treat high-priority basins differently than medium-priority basins. For this reason, a change from medium- to high-priority does not affect requirements under SGMA.

Source of the above information is the DWR website for the [SGMA Program](#). For more information on the prioritization process please visit the [DWR Basin Prioritization](#) portal. To view an interactive statewide map of groundwater basins and their prioritization, please visit the [SGMA Basin Prioritization Dashboard](#).

California Water Code Section 10730(a) authorizes GSAs to collect fees to recover costs for GSP development and groundwater monitoring, and GSP Annual Reports. Fees vary by GSA and by parcel based on parameters set forth by each GSA. If the GSA does not impose fees, the State Board has the ability to impose its own fees to recover the cost of state intervention activities in groundwater basins. For more information on groundwater use and fees in unmanaged areas please visit the [SGMA Reporting and Fees](#) portal. For more information on possible groundwater fees in managed areas please contact your GSA or water service provider.

**REPORTING STANDARDS:** "IN" shall be reported as will the Basin Prioritization designation(s) (High, Medium, Low, or Very Low) and corresponding the Basin Name(s) as mapped in the Public Record affecting any portion of the Property. "NOT IN" shall be reported only if no portion of the Property is located within a mapped Groundwater Basin with a designated Basin Prioritization as mapped in the Public Record.

DWR Mapped Priority Level(s)	Groundwater Basin Name(s)
VERY LOW	WESTSIDE



## NPMS Gas Transmission and Hazardous Liquid Pipelines Within 2,000 Feet of the Residential Property

Buyer is advised to carefully review the limitations of the Public Record noted below as to the important limitations regarding the National Pipeline Mapping System (NPMS) and the NPMS Public Map Viewer used for making this determination. For more information please visit the NPMS Public Map Viewer (<https://www.npms.phmsa.dot.gov/PublicViewer/>).

**EXPLANATION:** Proximity to a pipeline does not of itself indicate a safety risk. However, on September 9, 2010, a Pacific Gas and Electric (PG&E) natural gas transmission pipeline exploded in San Bruno, California, causing loss of life and extensive property damage. Following this incident much attention has focused on the presence of natural gas and hazardous liquid pipelines in the vicinity of residential neighborhoods. As a result, PG&E has notified residents and businesses within 2,000 feet of PG&E's natural gas transmission pipelines about their proximity.

This disclosure covers gas "transmission" and hazardous liquid pipelines only. It is important to note that every home that uses natural gas is connected to a gas "distribution" pipeline. Distribution pipelines are generally of smaller size and lower pressure than transmission pipelines. This disclosure does not include distribution pipelines nor is it meant to indicate there is no risk associated with distribution lines. While proximity to a pipeline does not of itself indicate a safety risk, excavation near a pipeline poses a definite hazard. For this reason, this disclosure includes an advisory about how to spot and avoid buried pipelines on and near a property.

The U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA) administers the national regulatory program to monitor the transportation of natural gas, liquefied natural gas (LNG), and hazardous liquids by pipeline. PHMSA and the U.S. Office of Pipeline Safety (OPS) maintain a database of pipeline information called the National Pipeline Mapping System (NPMS) in cooperation with other federal and state governmental agencies and the pipeline industry. The NPMS is created using data compiled from mandatory submissions to PHMSA made by operators of pipelines and LNG plants, and from voluntary submissions made by breakout tank operators. The data is processed by private contractors. Since 2002, transmission pipeline and LNG plant facility operators are required to update their submissions annually.



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

The PHMSA website provides a Public Map Viewer that allows the general public to view pipeline maps in one county at a time. The viewer displays maps and associated data identifying transmission pipelines, LNG plants, and breakout tanks stored in the NPMS database. The data include information about the pipeline commodity (e.g., natural gas or liquid fuel), pipeline operator, agency contact, etc. The Public Map Viewer can be accessed at the following address: <https://www.npms.phmsa.dot.gov/PublicViewer/>

This pipeline disclosure is based on a proximity search of the gas transmission pipelines and hazardous liquid pipelines depicted in NPMS Public Map Viewer at a scale of approximately 1:24,000. That map scale is the maximum resolution at which pipelines are displayed. At that map scale one inch on the map equals approximately 2,000 feet on the ground, which is the same scale as regulatory maps required for statutory natural hazard disclosure in California.

This pipeline disclosure is provided as an accommodation and is subject to the following **limitations in the Public Record**:

- Access to the original digital data in the NPMS database (on which the public maps are based) is restricted to federal, state, and local government agencies (including emergency responders). Pipeline operators are allowed access to their own pipeline data only.
- Pipeline locations in the NPMS database are accurate to plus or minus 500 feet.
- Neither the United States government nor any party involved in the creation and compilation of NPMS data and maps guarantees the accuracy or completeness of its product.
- Because the NPMS digital data are restricted from public access, any disclosure based on the NPMS Public Map Viewer may be subject to some positional inaccuracies in addition to those acknowledged by NPMS.
- Neither this disclosure nor NPMS data should ever be used as a substitute for calling "811" -- the federally-mandated "Call Before You Dig" one-call center -- prior to any digging project.

### How to Spot a Pipeline Easement

**To determine if the Property includes a pipeline right-of-way or easement, OBTAIN COPIES OF ALL OF THE EXCEPTIONS LISTED ON THE PRELIMINARY (TITLE) REPORT FROM THE TITLE COMPANY AND READ THEM.**

**Read the Preliminary Title Report:** A pipeline right-of-way is a strip of land over and around pipelines where some of the property owner's legal rights have been granted to a pipeline company. A right-of-way agreement between the pipeline company and the property owner is also called an easement and is usually filed in the public records with property deeds. Rights-of-way and easements provide a permanent, limited interest in the land that enables the pipeline company to operate, test, inspect, repair, maintain, replace, and protect one or more pipelines on property owned by others. The agreement may vary the rights and widths of the right-of-way, but generally, the pipeline company's rights-of-way extend 25 feet from each side of a pipeline unless special conditions exist.

**Call Before You Dig - Every Time!** In 2000, the U.S. Department of Transportation and the utility industry created the Common Ground Alliance (CGA), a trade association to work with all industry stakeholders in an effort to prevent damage to underground utility infrastructure and ensure public safety and environmental protection. The result is the "Call Before You Dig - 811 Service." Whether you are a homeowner or a professional excavator, every digging job requires a call to "811" - even small projects like planting trees or shrubs. If you hit an underground utility line while digging, you can harm yourself or those around you, disrupt service to an entire neighborhood and potentially be responsible for fines and repair costs. One call to 811 gets your underground utility lines marked for FREE.



**Signs of Buried Pipelines** Since pipelines are usually buried underground, line markers and warning signs like the ones shown here are used to indicate their approximate location along the pipeline route. The markers and signs are in high-visibility colors (yellow or orange) and are located at frequent intervals along the pipeline right-of-way. The markers can be found where a pipeline intersects a street, highway, railway, or waterway, and at other prominent points along the route. The markers display the material transported in the line, the name of the pipeline operator, and a telephone number where the operator can be reached in the event of an emergency. Pumping stations, tank farms, and cleared rights-of-way also help signal that a pipeline is located nearby.

Markers and warning signs only indicate the general location of a pipeline. They cannot be relied upon to indicate the exact position of the pipeline they mark. Also, the pipeline may not follow a straight course between markers. And, while markers are helpful in locating pipelines, they are limited in the information they provide. They provide no information, for example, about the depth or number of pipelines in the vicinity.





## Environmental Site Databases

The environmental sites listed in this Report were found in a search of the government databases explained below, which are current as of the date specified.

### 1) NATIONAL PRIORITIES LIST ("NPL" - commonly called the "Superfund" list) as of 19 Dec 2024

The National Priorities List is a U.S. Environmental Protection Agency ("USEPA") database which includes Sites where known releases or threatened releases of hazardous substances, pollutants, or contaminants have occurred. As a part of the Superfund cleanup program, the NPL helps the USEPA determine which Sites warrant further investigation to assess human health and environmental risks, identify what remedial actions may be appropriate, notify the public of Sites believed to warrant further investigation, and serve notice to potentially responsible parties that the USEPA may initiate remedial action. Some NPL Sites encompass relatively large areas. Search Distance: one (1.0) mile. Responsible Agency: USEPA

Note: In 2014 the USEPA announced its intention to retire the Comprehensive Environmental Response, Compensation, and Liability Information System ("CERCLIS") which contains the NPL list. To replace CERCLIS the USEPA launched the Superfund Enterprise Management System ("SEMS") in December 2016. Like CERCLIS, SEMS identifies National Priority List ("NPL") and non-NPL sites subject to governing statutes. The content and structure of SEMS mirrors that of CERCLIS to an extent that does not impact site information provided in this Report.

**Public Record:** Facilities located in California listed as NPL Status code "A" (Site is Part of NPL Site), "D" (Deleted from the Final NPL), "F" (Currently on the Final NPL), "P" (Proposed for NPL), "R" (Removed from Proposed NPL), or "W" (Withdrawn) in the Active SEMS database obtained from USEPA. Facilities assigned NPL Status code "N" (Not on the NPL) are not disclosed in this Report.

**For More Information:** Contact the Environmental Information Center for US EPA Region 9 at (866) 372-9378 or via e-mail at [r9.info@epa.gov](mailto:r9.info@epa.gov) to request information for the individual Site Fact Sheet. This help-line may also provide the telephone number of the local Community Relations Coordinator for the Site in question and the location of the local information repository for that Site. The USEPA's official Internet website address is: <https://www.epa.gov/superfund>

### 2) RESOURCE CONSERVATION & RECOVERY ACT--CORRECTIVE ACTION list ("RCRA-COR") as of 22 Aug 2024.

RCRA (pronounced "ric-ra") is a federal law enforced by the U.S. Environmental Protection Agency ("USEPA") that requires safeguards on the use and disposal of household, municipal, commercial and industrial refuse. The goals of the law are to protect human health and the environment from the potential hazards of waste disposal, to reduce the amount of waste generated, and to ensure that wastes are managed in an environmentally sound manner. Under the Corrective Action program, the USEPA permits and monitors the cleanup of hazardous waste contamination. Search Distance: one (1.0) mile. Responsible Agency: USEPA

**Public Record:** "Subject to Corrective Action" facilities identified using USEPA's RCRAInfo Hazardous Waste Query Form for California.

**For More Information:** Contact the Environmental Information Center for US EPA Region 9 at (866) 372-9378 or via e-mail at [r9.info@epa.gov](mailto:r9.info@epa.gov) to request information for the individual Site Fact Sheet. The USEPA's official RCRA website is: <https://www.epa.gov/rcra>

### 3) CALIFORNIA ENVIROSTOR STATE RESPONSE list as of 12 Dec 2024.

The State Response list, a part of California's "EnviroStor" database, identifies sites of confirmed hazardous materials releases where the Department of Toxic Substances Control ("DTSC") is involved in cleanup activities, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk, according to the DTSC. The State Response list includes the sites formerly contained in the "Active Annual Workplan (AWP)" list. Search Distance: 1/2 mile. Responsible Agency: State EPA/DTSC

**Public Record:** Sites listed as "State Response" under "Site\_Facility\_Type" in the EnviroStor Cleanup Sites database obtained from the Department of Toxic Substances Control. Please note that a given Site may have more than one record if the Site has more than one activity Status or EnviroStor ID assigned to it.

**For More Information:** Contact the State Environmental Protection Agency Department of Toxic Substances Control at: (916) 323-3400. California's official EnviroStor website is: <https://www.envirostor.dtsc.ca.gov/public/>

### 4) SPILLS, LEAKS, INVESTIGATION & CLEANUP list ("SLIC") as of 10 Oct 2024.

The California SLIC Program oversees soil and water investigations, corrective actions, and assessments at Sites with current or historic unauthorized discharges and covers all types of pollutants (such as solvents, petroleum fuels, heavy metals, pesticides, etc.). As of January 1, 2005, all SLIC data is required to be submitted to the GeoTracker database of the State Water Resources Control Board ("SWRCB"). Information on individual Sites may be available online at <https://geotracker.waterboards.ca.gov>.

Please note that according to the SWRCB, "data is undergoing data cleanup and may contain errors." Search Distance: 1/2 mile. Responsible Agency: SWRCB





Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

**Public Record:** Sites identified as "Cleanup Program Site" in the GeoTracker database obtained from the State Water Resources Control Board GeoTracker website.

**For More Information:** For details about a particular site, please visit GeoTracker at <https://geotracker.waterboards.ca.gov> Using the Identifier tool and clicking on the site on the graphic map interface, you can access a report that includes the case number and contact telephone number for the agency with more information on this site. If you know case number, you may access the record using Case Finder at <https://geotracker.waterboards.ca.gov/search.asp>.

#### 5) SOLID WASTE INFORMATION SYSTEM list ("SWIS") as of 18 Jul 2024.

Solid waste landfill sites vary from state to state and may include active landfills, inactive landfills, incinerators, transfer stations, recycling facilities, and other facilities where solid waste is treated or stored. The California Integrated Waste Management Board ("CIWMB") tracks such Sites via its Solid Waste Information System database. SWIS contains information on facility type, regulatory and operational status, type of wastes received, and local enforcement actions. Please note that these Sites are simply regulated facilities and are not classified as being "contaminated" by the Board. Search Distance: 1/2 mile. Responsible Agency: CIWMB

**Public Record:** Sites listed in the "SwisGis.txt" database obtained from the California Integrated Waste Management Board Solid Waste Information System website.

**For More Information:** Contact the Board's "Solid Waste Information Center" at (916) 341-6320 and ask for the Associate Waste Management Specialist who should be able to answer some limited general questions. For more information, please contact the CIWMB in Sacramento or visit <https://www.calrecycle.ca.gov/swfacilities> on the Internet.

#### 6) LEAKING UNDERGROUND STORAGE TANK list ("LUST") per GEIMS/GeoTracker Information Management System as of 10 Oct 2024.

The LUST database is also known as the "LUFT" database because it includes records of leaking underground fuel tanks. LUSTs may be a significant source of soil and groundwater contamination. The State Water Resources Control Board ("SWRCB") maintains a database of LUSTs known as the Leaking Underground Storage Tank Information System ("LUSTIS") which was recently supplanted by the statewide GEIMS/GeoTracker information management system. LUSTIS contains the locations of all reported LUSTs, as well as the contents and status of the LUSTs. Search Distance: 1/4 mile. Responsible Agency: SWRCB

**Public Record:** Sites identified as "LUST Cleanup Site" in the GeoTracker database obtained from the State Water Resources Control Board GeoTracker website.

**For More Information:** For general questions, telephone the State Water Resources Control Board's Clean Water Desk in Sacramento at (866) 480-1028. Information on specific Sites is available at [www.swrcb.ca.gov](http://www.swrcb.ca.gov) or visit their official Internet site at <https://geotracker.waterboards.ca.gov>.

#### 7) CALIFORNIA STATEWIDE ALL WELLS DATABASE as of 18 Apr 2024.

The California Geologic Energy Management Division (CalGEM), California Department of Conservation ("DOC"), maintains a database of oil, gas and geothermal wells in the state. Of the approximately 230,000 wells identified in the All Wells Database, approximately 105,000 are still in use. The majority of remaining wells have been sealed under supervision of the CalGEM. A smaller number have been deserted and have no known responsible operator. Search Distance: 1/4 mile. Responsible Agency: State Department of Conservation

**Public Record:** Well locations listed in the Statewide All Wells Database obtained from the Department of Conservation, Geologic Energy Management Division (CalGEM).

**For More Information:** Contact the State Department of Conservation, Geologic Energy Management Division (CalGEM) at: (916) 445-9686.

#### 8) NATIONAL PIPELINE MAPPING SYSTEM (NPMS) GAS TRANSMISSION AND HAZARDOUS LIQUID PIPELINES as of 10 May 2023.

The National Pipeline Mapping System (NPMS) is a geographic information system (GIS) created by the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS) in cooperation with other federal and state governmental agencies and the pipeline industry. The NPMS is created using data compiled from mandatory submissions made by pipeline, LNG (Liquid Natural Gas) plant operators, and voluntary submissions made by breakout tank operators. The data is processed by private contractors. Neither the United States government nor any party involved in the creation and compilation of NPMS data and maps guarantees its accuracy or completeness. NPMS data should be considered no more accurate than +/- 500 feet and must never be used as a substitute for contacting the appropriate one-call center prior to digging. PHMSA restricts access to the NPMS to federal, state, and local government agencies (including emergency responders). Pipeline operators are allowed access to their own pipeline data only. NPMS Public Map Viewer (<https://www.npms.phmsa.dot.gov/PublicViewer/>) allows the general public to view available data one county at a time and at a limited zoom level in accordance with PHMSA's security policy. Search Distance: 2,000 feet.

**Public Record:** Gas transmission pipelines and hazardous liquid pipelines as depicted on the NPMS Public Map Viewer at a scale of 1:24,000.

**For More Information:** To identify a specific pipeline owner/operator, please use the NPMS Public Map Viewer at the URL provided above. For policy and technical questions regarding NPMS, please contact PHMSA.





**JCP-LGS™**  
Natural Hazard Disclosures

# Public Records Searched

Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310**

Report Date: **02/05/2025**

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Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

## Public Records Searched

Below are the specific maps and documents ("Public Records") relied upon in compiling the hazard determinations in this report (generally in the order first cited). The reader is invited to check the report's accuracy by investigating those Public Records directly, and advised to read the information below that explains our process of hazard zone disclosure.

### Natural Hazard Report (if ordered)

**Special Flood Hazard Area** (Federal Emergency Management Agency, FEMA): Official *Flood Insurance Rate Map* ("FIRM") for the property, compiled and issued by FEMA pursuant to 42 United States Code §4001, et seq.

**Area of Potential Flooding (Dam Failure)** (Governor's Office of Emergency Services, CAL OES): (1) Official dam inundation maps made publicly available prior to June 27, 2017 by CAL OES pursuant to California Government Code §8589.5; (2) Official inundation boundary digital data made publicly available since June 28, 2017 by the Department of Water Resources (DWR) pursuant to California Water Code §6161. DWR states that its inundation boundary data typically includes flooding depths greater than one foot but some information may be redacted for security purposes.

**High or Very High Fire Hazard Severity Zone (FHSZ)** (California Department of Forestry and Fire Protection, CAL FIRE): Official digital data of "*Fire Hazard Severity Zones in State Responsibility Areas [SRA]*" as adopted by CAL FIRE on November 7, 2007, pursuant to California Public Resources Code §§4201-4204; and the official digital data for separate "*Very High Fire Hazard Severity Zones in LRA [Local Responsibility Areas]*" as recommended by CAL FIRE on various dates (2008-2011) and subject to modification by local jurisdictions, pursuant to California Government Code §§51175-51189. VHFHSZs adopted by the local jurisdiction pursuant to California Government Code §51179 are addressed in a separate report section.

**Wildland Fire Area (State Responsibility Area)** (CAL FIRE): Official maps issued pursuant to California Public Resources Code §4125.

**Earthquake Fault Zone** (California Geological Survey, CGS): Official earthquake fault zone or special study zone maps approved by the State Geologist and issued pursuant to California Public Resources Code §2622.

**Seismic Hazard Mapping Act (SHMA) Zone** (CGS): Official seismic hazard maps approved by the State Geologist and issued pursuant to California Public Resources Code §2696.

**Fire Hazard Severity Zone (AB 38)** (CAL FIRE): Same records as searched for High or Very High Fire Hazard Severity Zone (FHSZ) disclosure (above). NOTE: VHFHSZs adopted by the local jurisdiction pursuant to California Government Code §51179 are addressed in a separate report section.

**Vegetation Management (Defensible Space) Inspection Advisory** (CAL FIRE and local agency): State and local fire authority contact information based on Company's periodic jurisdictional research.

**Local Vegetation Management Ordinance Inquiries** (Local Fire Authority): Local vegetation management and defensible space ordinances researched at the time of customer inquiry.

**Senate Bill 63 (SB 63)** (CAL FIRE): Maps of Moderate, High and Very High fire hazard severity zones in the Local Responsibility Area. NOTE: These maps have not yet been issued by the State Fire Marshal.

**Fire Hazard Severity Zone in LRA Pursuant to California Government Code §51179** (Local Fire Authority): Local ordinance designating an area of significant wildfire risk that includes an area not identified as very high FHSZ by the State Fire Marshal – and that requires the property owner's compliance with California Government Code §51182 or similar local standards.

**County General Plan** (County of San Mateo): *Seismic Safety Element of the General Plan* as adopted by the County Board of Supervisors in 1978 and updated in 1986, are utilized for those county-level disclosures in this Report: "Geotechnical Hazard Synthesis Map," a map series created by the San Mateo County Planning Department and Leighton & Associates.

**City General Plan** (City of Daly City): *Safety Element of the City of Daly City 2030 General Plan* as officially adopted in 2013 (or contained in the concurrently adopted "Geology & Soils", "Hazards and Hazardous Materials", or "Hydrology, Flooding, and Water Quality" sections of the General Plan Environmental Impact Report), are used for the city-level disclosure(s) in this Report: "Figure 3.5-2: Seismic Shaking Scenario (San Andreas Peninsula)"; "Figure 3.5-4: Liquefaction Susceptibility"; "Figure 3.5-5: Landslides"; "Figure 3.5-6: Soil Erosion and Shrink Swell Potential"; and "Figure 3.7-2: Fire Threat".

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

**Commercial or Industrial Zoning** (Local jurisdiction): Based on publicly available hardcopy and/or digital zoning and land use records for California counties and cities.

**Airport Influence Area** (County Airport Land Use Commission, ALUC): Based on officially adopted land use maps and/or digital data made publicly available by the governing ALUC or other designated government body. If the ALUC or other designated government body has not made publicly available a current officially adopted airport influence area map, then California law states that "a written disclosure of an airport within two (2) statute miles shall be



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

deemed to satisfy any city or county requirements for the disclosure of airports in connection with transfers of real property."

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

**Duct Sealing & Testing Requirement** (California Energy Commission, CEC): Building Energy Efficiency Standards (Title 24).

**Statewide Right to Farm** (California Department of Conservation, DOC, Division of Land Resource Protection): The most current available version of the *"Important Farmland Map,"* utilizing solely the county-level GIS map data, if any, available on the Division's *Farmland Mapping and Monitoring Program* website, pursuant to the Business and Professions Code §11010, and California Civil Code §1103.4.

**Notice of Mining Operations** (DOC, Division of Mine Reclamation): Mining operations as located by map coordinate data provided on maps made publicly available by DOC pursuant to California Civil Code §1103.4.

**BCDC Notice** (Bay Conservation and Development Commission): Shoreline proximity disclosure for nine counties contiguous with San Francisco Bay, pursuant to California Civil Code §1103.4, using San Francisco Bay Plan maps (California Code of Regulations, Title 14, Section 10121) and the Suisun Marsh Plan maps (Nejedly-Bagley-Z'berg Suisun Marsh Preservation Act of 1974) made publicly available by BCDC and that certain Memo entitled "Guidance on Determining Commission Jurisdiction Pursuant to Senate Bill 1568" issued by BCDC in February 2005 and posted on the BCDC website ("BCDC Memo").

## Property Tax Report (if ordered)

**Notice of Special Tax/Assessment** (County): Mello-Roos Community Facilities Districts and 1915 Bond Act Assessment Districts as included in the Secured Property Tax Roll of the Tax Assessor's and Treasurer's Databases.

**Notice of Property Assessed Clean Energy (PACE)** (County): Contracts as recorded in the County Recorders Database.

**Current Property Tax Bill Summary** (County): Data obtained from the Secured Property Tax Roll for the tax year.

## Environmental Screening Report (if ordered)

**National Priorities List (NPL or Superfund)** (U.S. Environmental Protection Agency, USEPA): Facilities located in California listed as NPL Status code "A" (Site is Part of NPL Site), "D" (Deleted from the Final NPL), "F" (Currently on the Final NPL), "P" (Proposed for NPL), "R" (Removed from Proposed NPL), or "W" (Withdrawn) in the Active SEMS database obtained from USEPA. Facilities assigned NPL Status code "N" (Not on the NPL) are not disclosed in this Report.

**Resource Conservation & Recovery Act—Corrective Action List (RCRA-COR)** (USEPA): "Subject to Corrective Action" facilities

identified using USEPA's *RCRAInfo Hazardous Waste Query Form* for California.

**California EnviroStor State Response List** (California Department of Toxic Substances Control, DTSC): Sites listed as "State Response" under "Site Facility Type" in the DTSC *EnviroStor Cleanup Sites* database. Please note that a given Site may have more than one record if the Site has more than one activity Status or *EnviroStor ID* assigned to it.

**Spills, Leaks, Investigation & Cleanup List (SLIC)** (State Water Resources Control Board, SWRCB): Sites identified as "Cleanup Program Site" in the SWRCB *GeoTracker* database.

**Solid Waste Information System List (SWIS)** (California Integrated Waste Management Board, CIWMB): Sites listed in the "SwisGis.txt" database obtained from the CIWMB *Solid Waste Information System* website.

**Leaking Underground Storage Tank List (LUST)** (SWRCB) Sites identified as "LUST Cleanup Site" in the SWRCB *GeoTracker* database.

**California Statewide All Wells Database List** (DOC, California Geologic Energy Management Division, CalGEM): Well locations listed in the CalGEM *Statewide All Wells Database*.

**Groundwater Basin Prioritization** (California Department of Water Resources, DWR): An official publicly available digital data set entitled *"B118 SGMA 2019 Basin Prioritization."*

**Gas Transmission and Hazardous Liquid Pipelines** (U.S. Department of Transportation, USDOT, National Pipeline Mapping System, NPMS): Gas transmission pipelines and hazardous liquid pipelines as depicted on the *NPMS Public Map Viewer* at a scale of 1:24,000.

## Public Records Not Repeated or Reported

The county- and city-level property determinations in this Report are based on hazard zones mapped in the General Plan Safety Element for the respective jurisdictions (see above). Those local Public Records often include maps that are not adequate for parcel-level disclosure, or that duplicate the same maps used at the county or state level, which are already disclosed elsewhere in this Report. Public records that are not specifically referenced in *Public Records Searched* are not included in the search.

**County Hazards:** Hazards described in the County General Plan (if any) are disclosed above.

**City Hazards:** Hazards described in the City General Plan (if any) are disclosed above.





Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

## SAFETY ELEMENT HAZARDS EXPLAINED

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

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

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

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

If one or more maps contained in the Safety Element of an officially adopted General Plan are used as the basis for local disclosure, those maps will be identified above under *Public Records Searched*.

## Reporting Standards

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

## Public Records vs. On-site Evaluations

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

## Property Use and Permitting

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





**JCP-LGS™**  
Natural Hazard Disclosures

# Terms & Conditions

Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310**

Report Date: **02/05/2025**

Report Number: **3410702**



## Terms & Conditions

ACCEPTANCE OR USE OF THE WEBSITE, CUSTOMER SERVICE, OR ANY REPORT CONSTITUTES APPROVAL AND ACCEPTANCE OF THESE TERMS AND CONDITIONS AS STATED HEREIN.

The Website (defined below), Customer Service (defined below) and any Report (defined below) are subject to each of the following Terms and Conditions. Any User (defined below) accessing, using, or reviewing the Website, Customer Service, or any Report, including any portion thereof, agrees that the Website, Customer Service and Reports are subject to the following Terms and Conditions, and such User agrees to be bound by these Terms and Conditions, regardless of whether the User ordered a Report on the Website or over the telephone through Customer Service, and regardless of whether the User paid for the Report. Use of any kind of the Website or a Report by any User constitutes acceptance of these Terms and Conditions, which are incorporated by this reference into every Report.

### A Report is not an insurance policy.

A Report is made for the Property (defined below) 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 a Report. The Property shall not include any structures (whether located on the Property, or not), easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lanes, ways, or waterways.

**IMPORTANT NOTICE:** Transferor(s) and transferee(s) shall read a complete Report in its entirety before the close of escrow. A "Signature Page" or "Summary Pages" document may be included in the electronic delivery of the Report. Those documents do not replace the complete Report or remove the need to read a complete Report, and do not remove the requirement to disclose. The Signature Page and Summary Pages documents are subject to these Terms and Conditions.

### 1) Definitions.

- a. **"Company"** shall mean First American Real Estate Disclosures Corporation, a California corporation, operating through its Natural Hazard Disclosure division, "JCP-LGS."
- b. **"Company Content"** shall mean all editorial content, graphics, data, and information contained in the Report or on the Website, any portion thereof, including the selection, coordination, and arrangement of the editorial content, graphics, data, and information on the Website, and the hierarchy of the Website.
- c. **"Customer Service"** shall mean Company's customer service telephone service department or representatives.
- d. **"User"** shall mean any person or entity ordering Company's Report, including but not limited to an owner or seller, real estate broker, agent, escrow agent, transaction coordinator, the escrow company, and/or settlement agent.
- e. **"Property"** shall mean the real property specifically described in a Report.
- f. **"Report"** shall mean any residential disclosure report prepared by the Company, including but not limited to a JCP-LGS Residential Property Disclosure Report, available through the Website or Customer Service.
- g. **"Website"** shall mean the [www.fanhd.com](http://www.fanhd.com) website, the [www.disclosures.com](http://www.disclosures.com) website, the [www.reodisclosure.com](http://www.reodisclosure.com) website, and any other individual sites as may be added to, or available through, the foregoing or any other Company website, including, without limitation, the data and computer code, underlying, contained on, or transmitted from the Website, a Report, and the Company Content. Any reference herein to the Website shall be to each individual item and also to the Website as a whole.

2) **No Third Party Reliance on Any Report.** Only the transferor(s) and transferee(s), and their agents/brokers, if any, involved in the Transaction (collectively, the "Recipients") may use and rely on a Report and only after they have paid in full for the Report. While disclosures made on the Natural Hazard Disclosure Statement in a Report may indicate certain risks to the Property, the disclosures are only "...between the transferor, the transferor's agents, and the transferee, and shall not be used by any other party, including, but not limited to, insurance companies, lenders, or governmental agencies, for any purpose." Cal. Civil Code section 1103.2, subdivision (g).

3) **Seller and Seller's Agent's Responsibility of Full Disclosure.** Recipients are obligated to make disclosures, and always disclose material facts, that are within their actual knowledge.

4) **Scope of Any Report.** A Report is limited to determining whether the Property is located in those specified natural hazard zones and property tax districts, and in proximity to those specified environmental sites (depending on the report product ordered), as defined in the Report. The Report is not a geologic report or a land survey, and no site inspection has been made in producing the Report. Company makes no determination, expresses no opinion or view, and assumes no responsibility in any Report concerning the right, entitlement, or ability to develop or improve the Property. Company has no information concerning whether the Property can be developed or improved. No determination is made, and no opinion is expressed or intended by any Report concerning structures or soils on or outside of the Property, including, without limitation, habitability of structures or the Property, suitability of the Property for construction or improvement, potential for soil settlement, drainage, soil subsidence, or other soil or site conditions. The Recipient(s) is advised to consult the local Planning Department to determine whether factors beyond the scope of any Report may limit the transferee(s) ability to use or improve the Property.

The Report is not a title report, and no determination is made and no opinion is expressed, or intended, by the Report as to title to the Property or liens against the Property, recorded or otherwise, or whether the Property is comprised of legal lots in conformance with the California Subdivision Map Act or local ordinances. The Report is not a property inspection report, and no determination is made and no opinion is expressed, or intended, by the Report concerning architectural, structural, mechanical, engineering, or legal matters, or the marketability or value of the Property. Company has not conducted any testing or physical or visual examination or inspection of the Property, nor is the Report a substitute for any such testing, physical or visual examination, or inspection.



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

- 5) **Tax and Environmental Disclosures (if included in Report).** No determination is made and no opinion is expressed, or intended, by a Report concerning the existence of property tax liabilities, or the existence of hazardous or toxic materials or substances, or any other defects, on, under, or in proximity to the Property, unless specifically described in the Report.
- 6) **Company Database Updates.** To the extent databases are used in preparing a Report, each database is updated by the responsible agency at various intervals. Updates for a database are determined by the responsible agency and may be made at any time and without notice. The Company maintains an update schedule and makes reasonable efforts to use updated information. For these reasons, the Company reports information as of the date when the database was last updated by the Company. That date is specified as the "Database Date" for each database. The Tax Report discloses Mello Roos Community Facilities Districts, 1915 Bond Act Assessments and PACE assessments documented in the county's Fiscal Year 2024-2025 annual secured property tax roll. The Report may disclose PACE contracts where PACE taxes were first assessed or liens were recorded after the Fiscal Year 2024-2025 secured property tax roll, where recordation data is available to JCP-LGS. To discover a PACE lien on the Property executed more recently, the buyer should read the preliminary title report and obtain and read all exceptions listed therein. Note that, in the title report, lien exceptions are named as recorded with the county; therefore, a PACE lien may be listed under a name that is not obvious.
- 7) **Statutory and Additional Disclosures, Advisories, and Local Addenda (if included in Report).** No determination is made and no opinion is expressed, or intended, by a Report concerning the need to purchase earthquake or flood insurance for the Property. In preparing the Report, Company accurately reported on information contained in public maps and databases ("Government Records"). Company reviewed and relied upon those Government Records specifically identified and described in the Report. Company has not reviewed or relied upon any Government Records that are not specifically identified in the Report. Company also has not reviewed any plat maps, survey maps, surveyor maps, assessor maps, assessor parcel maps, developer maps, or engineering maps, whether or not such maps have been recorded. No determination is made and no opinion is expressed, or intended, by the Report concerning any matters identified in Government Records that were not reviewed by Company. Local Addenda, where applicable, are included "AS IS" as an accommodation to the local real estate board that provided the content; Company assumes no responsibility for the accuracy of any information included in the Local Addenda.
- 8) **FEMA Flood Determination Certificate (if accompanying the Report).** No determination is made, and no opinion is expressed or intended by a Report concerning the requirement for or cost of flood insurance on the Property. Recipient(s) understands that a lender may require flood insurance to secure its loan collateral independent of whether FEMA may require flood insurance under the National Flood Insurance Program on a federally backed mortgage. The FEMA Flood Determination Certificate ("Flood Certificate") that may accompany the Report, is produced by a third-party expert certified by FEMA to provide Flood Certificates. Company assumes no liability for errors in that third-party flood determination.
- 9) **Changes to Government Record after Report Date.** A Report is issued as of the Report Date identified in the Report. Company shall have no obligation to advise any Recipient of any information learned or obtained after the Report Date even if such information would modify or otherwise affect the Report. Subsequent to Company's acquisition of Government Records, changes may be made to said Government Records, and Company is not responsible for advising Recipients of any changes. Company will update the Report upon request and at no charge during the transaction process for which the Report was issued, but not to exceed one year from the date of the Report. Likewise, Company is not liable for any impact on the Property that any change to the Government Records may have.
- 10) **Government Record Sources.** Company relies upon the Government Records specifically identified in a Report without conducting an independent investigation of their accuracy. Company assumes no responsibility for the accuracy of the Government Records identified in the Report. Company makes no warranty or representation of any kind, express or implied, with respect to the Report. Company expressly disclaims and excludes any and all other express and implied warranties, including, without limitation, warranties of merchantability or fitness for a particular purpose. The Company Report is "AS IS."

**11) Not for Credit Purposes.**

The Company Content available in any Report has not been collected for credit purposes and is not intended to be indicative of any consumer's credit worthiness, credit standing, credit capacity, or other characteristics listed in Section 1681(a) of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. The Report shall not be used:

- a. as a factor in establishing an individual's eligibility for credit or insurance,
- b. in connection with underwriting individual insurance,
- c. in evaluating an individual for employment purposes,
- d. in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority,
- e. in any way that would cause the Report to constitute a "consumer report" under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., or
- f. in any other manner that would cause such use of the Report to be construed as a consumer report by any pertinent governmental authority.

**12) Limitation of Company's Liability**

- a. Company is not responsible for:
  - Any inaccuracies or incompleteness of the information in the Public Records.
  - Inaccurate address information provided for the Property.
  - Any other information not contained in the Public Records as of the Report Date.
  - Any information which would be disclosed by a physical inspection of the Property.
  - Any information known by you, a Recipient, a User, the transferor or transferee, or their agents/brokers.
  - The health or risk to humans or animals that may be associated with any of the disclosed hazards.
  - The costs of investigating or remediating any of the disclosed hazards.
- b. In no event shall Company or its data suppliers be liable for any damages resulting from the inability or failure to access or interface with the Website or Customer Service.
- c. Except as otherwise expressly set forth in these Terms and Conditions, Company's total liability and responsibility to all Users accessing the Website, Customer Service, or any Report collectively for any and all liabilities, causes of action, claim or claims, including, but not limited to, claims for breach of contract or negligence, shall be for actual proven damages only caused directly by Company's error. In no event shall Company's total liability exceed the difference between the amount actually paid for the Property and the fair market value on the date of the disclosure, as measured by a retrospective



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

appraisal performed by - an MAI Designated Member of the Appraisal Institute specializing in the subject property category (e.g., residential, commercial or vacant land). Company expressly disclaims any liability for Recipients' or Users' indirect, incidental and/or consequential damages, including, without limitation, lost profits, even if such damages are foreseeable, and you, User and Recipients hereby waive and release any right to assert a claim against Company for such amounts.

- d. FAREDC represents and warrants to all Users that its professional liability insurance policy, referred to as "E&O" ("Policy"), covers damages caused by its negligent acts, errors or omissions in the performance of its services and subject to the limitations of this report and the Policy. The Users acknowledge that pursuant to California Civil Code §1103.4, neither the seller nor listing agent is liable for any errors, inaccuracies or omissions in any information provided in a Company's Report, unless the seller or agent has personal knowledge of the error, inaccuracy, or omission.
- e. **Product and Service Claims.** User shall provide prompt notice to Company, and a reasonable opportunity to cure, any known error, omission or mistake that may result in a claim on products or services provided under these Terms and Conditions, prior to making a claim against the Company. In addition, User shall use their best efforts to mitigate any losses resulting from any products or services provided pursuant to these Terms and Conditions. If User does not perform according to the requirements of this section, Company will not be liable. User also must provide sufficient documentation, as deemed appropriate by Company, to evidence any out-of-pocket, actual monetary loss.
- f. **Links.** Where Company provides hypertext links to other Internet websites on the Website, or in any Report, the Company does so for informational purposes only, and such links are not endorsements by Company of any products or services on such sites. Company shall not accept, and shall not incur, any liability for such products or services and makes no endorsement or approval of the same.

**13) Reporting of Risk Elements for Condominium Projects, Planned Unit Developments, and Other Properties with Common or Undivided Interests ("Common Interests")** Unless otherwise noted, this report is based solely on the real Property referenced by the Property's Assessor's Parcel Number ("APN"). An APN whose boundary does not include all Common Interests associated with the parcel will generate a report which does not identify the natural hazards relating to the Common Interests that extend beyond the APN parcel boundary. Accordingly, it is imperative that you consult with the property's homeowners association(s) to determine those risks.

**14) User Account and Information.**

- a. To obtain and use a Report, User must order the Report through the Website or over the telephone through Customer Service or by email. To order the Report online, User must register for an account on the Website and provide information required in the Website registration form. As part of that registration, User agrees to accurately furnish all contact and other information requested by Company and notify Company immediately of any change in the information.
- b. Company reserves the right to refuse or reject any request to create an account for any or no reason at Company's sole discretion. User solely is responsible for their account, contact information and other information made available through User's account or otherwise via the Website. User shall use reasonable care to protect the confidentiality of their account log-in information and will not share it with any other person or entity. User will be entirely responsible for the conduct of any person using their account information to access the Website, Customer Service, or any Report.
- c. User only shall access the Website using a password or other security mechanism to prevent unauthorized access. Sharing of User access is prohibited, and any automation of accessing information is strictly prohibited unless expressly authorized in writing by Company. It is User's sole responsibility to maintain the confidentiality of all usernames and passwords, and User shall be responsible for all charges relating to the use of said usernames and passwords whether or not authorized by User. In no event shall User use the Website, Customer Service, or any Report for illegal purposes or in any manner that is defamatory, libelous, unlawfully threatening or unlawfully harassing, or that otherwise violates any federal, state or local statute, law or regulation, for debt collection, skip tracing, or electronic telephone directory assistance or otherwise breaches or violates these Terms and Conditions.

**15) Confidentiality.** User acknowledges that the Website and any Report contain valuable commercial products, the development of which has involved the expenditure of substantial time and money. User shall take appropriate measures and shall initiate strict security measures to prevent the accidental or otherwise unauthorized use or release of any and all proprietary and confidential information of the Company and any third parties associated with the Report or provided through the Website or Customer Service.

**16) License to Use Website, Customer Service, and Any Report.** Subject to User's compliance with these Terms and Conditions, Company grants User a limited, non-exclusive, revocable, non-assignable, personal and non-transferable license to access and make use of the Website, Customer Service, and any Report solely for the purposes specified in these Terms and Conditions, and not for any other purpose whatsoever. The foregoing license does not include any resale or commercial use of the Website, Customer Service, Report, or Company Content obtained from the Website, Customer Service, or any Report. The Website, Report, and the Company Content therein, and any portion thereof, may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purposes without Company's express written consent. This license does not include any derivative use of this Website or the Report, or any Company Content therein nor any use of data mining, robots, or similar data gathering and extraction tools. User may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Website, the Report or the Company Content without express written consent of the Company. User may not use any meta tags or any other "hidden text" or trademarks without the express written consent of the Company. Any unauthorized use terminates the permission or license granted by the Company.

**17) Use of the Website, Customer Service, and Report.** User acknowledges and agrees that their use of and access to the Website, Customer Service, and any Report may be logged and monitored. User agrees that Company controls the terms of all access to, and use of, the Website (including any upgrades, modifications or updates thereto), Customer Service, and all products, services, and materials contained therein that are delivered by means of the Website, including the Reports, and all third-party products and information and data that may be included therein. The Company reserves the right to revise or alter the Website, Customer Service, the Reports, and the provisions of these Terms and Conditions at any time, in its sole discretion. By accessing or using the Website, Customer Service, or a Report, User agrees not to use the Website, Customer Service, or Report in any way that:

- is unlawful, fraudulent, tortious, or in any other manner Company deems in its sole discretion to be inappropriate or impermissible;
- may harm Company, any Recipient, or any other person or entity;
- violates or infringes the rights of the Company or any third party;
- gains or tries to gain unauthorized access to the Website, Customer Service, Company's computers and networks, any Report, or the Company's data, or that otherwise modifies or interferes with the permitted use or operation of the Website or Customer Service, or the permitted use of the Report;



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

- imposes an unreasonable or disproportionately large load on Company's infrastructure, including but not limited to transmitting spam or using other unsolicited communications or techniques;
- repurposes, copies, excerpts, disassembles, decompiles, manipulates, alters, damages, or deletes any Company Content or removes or modifies any copyright or other intellectual property notices that appear on the Website or any Report;
- contains computer viruses or other disruptive, damaging or harmful files or programs; or
- otherwise violates these Terms and Conditions, or any other terms, guidelines, or policies provided by Company.

In addition, User represents and warrants that:

- the information and other content that User provides using the Website, Customer Service, or Report does not infringe, violate, misappropriate or otherwise conflict with the rights of the Company or any third party; complies with all applicable local, state, national, and other laws, rules and regulations; and does not violate these Terms and Conditions;
- User will use their true legal name, address, electronic mail address, and only provide true, accurate and complete information on the Website;
- User will not impersonate another party or misrepresent or falsify their affiliation with another person, such as by using another user name, password or other account information or another name, likeness, image or photograph, or using fictitious personal or address information;
- User is at least 18 years of age, or the legal age of majority where User resides;
- User has all requisite rights and authority to use the Website, Customer Service, and Report, and to enter into these Terms and Conditions; and
- the performance of User's obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between User and third parties.

**18) User Content.** User hereby represents and warrants that any content that they upload to the Website, if permitted, or content that User uses in connection with any Report shall not be used in any manner that is defamatory, libelous, unlawfully threatening or unlawfully harassing, and does not and shall not infringe upon or misappropriate any rights, including, without limitation, intellectual property rights, proprietary rights or confidentiality rights, or rights of publicity or privacy of any third parties or the Company, and that such content is free of worms, viruses, Trojan Horses and other disabling code. For the avoidance of doubt, "content" as used in this section in connection with the User shall be construed broadly so as to include, but not be limited to, all materials, documents, data, information or other materials that User may upload to the Website or use in connection with any Report.

**19) Intellectual Property.**

- Unless otherwise provided, Company owns the copyrights, trademarks, service marks, and trade dress rights to all materials and content displayed on and from the Website and any Report (including visual interfaces, interactive features, graphics, designs, databases and their data, computer code, products, software and all other elements and components of the Website and Report). User may not reproduce, repurpose, modify, excerpt, create derivative works, display, frame, perform, publish, distribute, sell, disseminate, transmit, broadcast, sell, or circulate any such materials or content, including, without limitation, the Report or Website, or the contents thereof, to any third party (including displaying or distributing the material using a third-party website) without Company's prior written consent.
- Copyrights.** The Website and any Report are owned and copyrighted by Company. No ownership rights are being granted to User by these Terms and Conditions. Subject to the limited license provided in these Terms and Conditions, Company reserves all rights in and to Website and any Report, including, but not limited to, the exclusive rights under copyright and other intellectual property and the right to grant further licenses. User shall only use the Website as specifically stated herein. Company and its licensors reserve and retain all copyright, intellectual property and other proprietary rights in and to Company Content, including without limitation, all rights in any public information that may have been gathered, including as a compilation. All Company Content is protected by U.S. and/or international copyright laws, international treaties and/or other applicable laws. Unauthorized use of the Website or the Company Content is strictly prohibited and may subject User to prosecution. User acknowledges that all information accessed through the Website and any Report are proprietary information of Company, including any third-party suppliers (including, without limitation, real property ownership information) under copyright, and have been furnished to User in trust. Any revision, republication and re-use of Company Content or the Website for any purpose are strictly prohibited in whole or in part. Except as expressly permitted herein, the materials from the Website including, but not limited to, Company Content may be used solely for limited non-commercial informational purposes only as necessary to do business with the Company or for evaluating or purchasing Company's products and services. Except for downloading as may be expressly authorized by Company within specific portions of the Website, the Company Content may not be reproduced, licensed, copied, displayed, published, sold, modified, transmitted or distributed without the Company's prior written permission which may be withheld in Company's sole discretion. Linking to and/or framing the Website is strictly prohibited unless Company expressly consents in writing to such a link or frame, and User enters into a further agreement for such linking to and/or framings. Any person or entity wishing to establish a link to the Website, frame the Website, or request the Company's consent to other uses of the Website or Company Content, may send their request by e-mail to the Company Webmaster. All other uses of the Website and/or Company Content not expressly addressed in these Terms and Conditions are strictly prohibited.
- Trademarks.** Company and/or its parent company, subsidiaries or affiliates own several trademarks and service marks that are used in connection with, among other things, the Website and any Report, including, but not limited to, First American, JCP-LGS, the Eagle logo ® ("Company Marks"). Any use of the Company Marks requires prior approval in writing by the Company which may be withheld in Company's sole discretion. The "look and feel" of the Website and any Report, and the contents thereof, including, without limitation, the Company Content, such as the color combinations, buttons, layout, and other graphical elements are protected by applicable U.S. and international intellectual property laws, including, without limitation, trademark, copyright and trade dress laws. Nothing contained herein shall constitute a license (either express or implied) for User to use any of the Company Marks or trade dress, including the elements that constitute the "look and feel" of the Website and any Report.
- Company retains all rights that are not otherwise expressly granted in these Terms and Conditions.
- At Company's request, User shall return or delete any and all Website or Report content or portion thereof in their possession.





Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

20) In the event of a dispute involving a violation of Paragraphs 15, 16, 17, 18, or 19 of these Terms and Conditions, such dispute shall not be subject to the Small Claims or Arbitration provisions set forth in Paragraph 23 below. In any litigation to stop a violation of those Paragraphs, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert fees and costs.

21) **Pricings/Billing and Payment Processing.** Company reserves the right to change any Report pricing, including whether a Report is billed for, at any time without notice. To the extent applicable, charges or fees for any Report will be accumulated under the licensee account number and will be invoiced either through escrow or directly to licensee, depending upon how licensee sets up their account.

In the event that any credit card payments are processed by a third-party card processing company, such third-party card processing company will be contractually required by Company to use commercially adequate security and confidentiality measures. That agreement requires the card processing company to use adequate security and confidentiality measures to protect User's payment information. All payment information that User provides through the Website will be transmitted directly to the card processing company over a secure connection. Company will not record User's credit card number, expiration date, or CVV number. However, this information may be stored by the card processing company in the normal course of its business, or as required or authorized by law, statute, regulation, or Payment Card Industry standard.

22) **Governing Law.** These Terms and Conditions, and a User's use of the Website, Customer Service, or any Report shall be governed by, and construed in accordance with, the laws of the State of California.

23) **Small Claims or Arbitration.** This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration, so long as the action remains in that court. All disputes and claims arising out of or relating to the Website, Customer Service, or any Report, except for those covered by Paragraph 20 above, must be resolved by binding arbitration. This agreement to arbitrate includes, but is not limited to, all disputes and claims between Company, transferor(s) and transferee(s) and claims that arose prior to purchase of the Report, but it excludes disputes and claims covered by Paragraph 20 above. This agreement to arbitrate applies to transferor(s) and transferee(s) successors in interest, assigns, heirs, spouses, and children. As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.

Any arbitration must take place on an individual basis. Company, transferor(s) and transferee(s) agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to grant relief affecting anyone other than the individual claimant. If a court decides that any of the provisions of this paragraph are invalid or unenforceable as to a particular claim or request for a particular remedy (such as a request for public injunctive relief), then that claim or request for that remedy must be brought in court and all other claims and requests for remedies must be arbitrated in accordance with this agreement.

The arbitration is governed by the Consumer Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is \$75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules. A COPY OF THESE RULES IS AVAILABLE FROM THE AAA'S WEB SITE AT [WWW.ADR.ORG](http://WWW.ADR.ORG) OR ON REQUEST FROM THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY FEDERAL, STATE, OR OTHER APPLICABLE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

The arbitration will take place in the same county in which the property covered by the Report is located. The Federal Arbitration Act will govern the interpretation, applicability and enforcement of this arbitration agreement. This arbitration agreement will survive the termination of the Report.

24) **Term; Termination.** The application of these Terms and Conditions will commence upon User's acceptance of the provisions of these Terms and Conditions by clicking "I Accept," calling Customer Service, or in any way accessing any Report or portion thereof and shall continue in perpetuity, unless sooner terminated pursuant to the terms hereof (the "Term"). Notwithstanding the foregoing, upon written notice to User, the Company may immediately terminate these Terms and Conditions, and terminate User's access to and use of the Website, Customer Service, and all Reports, for any reason at any time.

25) **Notices.** Any notice or other communication required or permitted under these Terms and Conditions shall be sufficiently given if delivered in person or sent by one of the following methods:

- a. Registered U.S. mail, return receipt requested (postage prepaid);
- b. Certified U.S. mail, return receipt requested (postage prepaid); or
- c. Commercially recognized overnight service with tracking capabilities.

Notices to the Company shall be sent to 4 First American Way, Santa Ana, California 92707, with a copy to the Company's counsel at the same address marked Attention: Legal Department. Notices to User shall be sent to the address entered by User in the Website. Notices or communications shall be deemed properly delivered as of the date personally delivered or sent by mail or overnight service.

26) **Severability.** Except as otherwise provided above, if any provision of these Terms and Conditions is determined to be invalid or unenforceable for any reason, then such provision shall be treated as severed from the remainder of the Terms and Conditions, and shall not affect the validity and enforceability of all of the other provisions of the Terms and Conditions.

27) **Other Agreements.** These Terms and Conditions constitute the entire, integrated agreement between Company and any User using, possessing, or accessing the Website and/or Report, and supersede and replace all prior statements, representations, negotiations, and agreements.

## END OF TERMS AND CONDITIONS





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Natural Hazard Disclosures

# Local Addenda



## Last Page of Report

Addenda, where applicable, are included below “AS IS” as an accommodation to the local real estate board that provided the content; Company assumes no responsibility for the accuracy of any information included in the Local Addenda.

**NOTE:** This is the last page of the Company's Report. Local Addenda attached, if any, are separate from this Report and not included in the Report's page numbering.

Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**

APN: **006-111-310**

Report Date: **02/05/2025**

Report Number: **3410702**



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

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

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

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

Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

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

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

The seller and 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 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 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 **X** Do not know and information not available from local jurisdiction \_\_\_\_\_

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

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

**A 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 **X**

High FHSZ in a state 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 **X**

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

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

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

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

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

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

Disclosed by  
Chris Malabed 2/6/2025  
Signature of Seller(s) \_\_\_\_\_ Date \_\_\_\_\_  
9D015FF78873486...  
B. Santiago S. Tan 2/6/2025  
Signature of Seller's Agent \_\_\_\_\_ Date \_\_\_\_\_  
B86493EB9168472...

Disclosed by  
Cynthia Malabed 2/6/2025  
Signature of Seller(s) \_\_\_\_\_ Date \_\_\_\_\_  
F96E6FA67E28401...

Signature of Seller's Agent \_\_\_\_\_ Date \_\_\_\_\_ Signature of Seller's Agent \_\_\_\_\_ Date \_\_\_\_\_

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

☒ 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:

Third-Party Disclosure Provider(s) **FIRST AMERICAN REAL ESTATE DISCLOSURES CORPORATION OPERATING THROUGH ITS JCP-LGS DIVISION.**

Date **05 February 2025**

Buyer represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, 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.

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

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

- A. Additional Property-specific Statutory Disclosures: Fire Hazard Severity Zone (AB 38), Fire Hazard Severity Zone Pursuant to Gov. Code §51179, Former Military Ordinance Site, Commercial/Industrial Use Zone, Airport Influence Area, Airport Noise, San Francisco Bay Conservation and Development District Jurisdiction (in S.F. Bay counties only), California Energy Commission Duct Sealing Requirement, Notice of Statewide Right to Farm, Notice of Mining Operations, Sex Offender Database (Megan's Law), Gas and Hazardous Liquid Transmission Pipeline Database.
- B. Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami.
- C. General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only), Wood-burning fireplaces.
- D. Additional Reports - Enclosed if ordered: (1) PROPERTY TAX REPORT (includes state-required Notices of Mello-Roos and 1915 Bond Act Assessments, and Notice of Supplemental Property Tax Bill, (2) ENVIRONMENTAL SCREENING REPORT (discloses Transmission Pipelines, Contaminated Sites, and Oil & Gas Wells). Enclosed if applicable: Local Addenda.
- E. Government Guides in Combined Booklet with Report. Refer to Booklet: (1) ENVIRONMENTAL HAZARDS: "A Guide for Homeowners, Buyers, Landlords and Tenants"; (2) EARTHQUAKE SAFETY: "The Homeowners Guide To Earthquake Safety" and included "RESIDENTIAL EARTHQUAKE HAZARDS REPORT FORM"; (3) LEAD-BASED PAINT: "Protect Your Family From Lead In Your Home"; (4) BRIEF GUIDE TO MOLD, MOISTURE AND YOUR HOME; (5) WHAT IS YOUR HOME ENERGY RATING? Government Guides are also available on the Company's "Electronic Bookshelf" at: [https://orderform.disclosures.com/resources/electronic\\_bookshelf/regulatory\\_pamphlets](https://orderform.disclosures.com/resources/electronic_bookshelf/regulatory_pamphlets).



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Natural Hazard Disclosures

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

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

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

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

Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

## Property Disclosure Summary

Section 1103 of the California Civil Code mandates the disclosure of six (6) natural hazard zones if the Property is located within any such zone. Those six "statutory" hazard zones are disclosed on the Natural Hazard Disclosure ("NHD") Statement ("NHDS") on the preceding page. Note that the NHDS does not provide for informing buyers if a property is only partially within any of the delineated zones; therefore, a FEMA flood certificate is included if any portion of the parcel is within a Special Flood Hazard Area. This Report also discloses hazards identified by county and/or city officials in the Safety Element of their jurisdiction's General Plan.

Below is a summary of the property disclosures in this Report. Farther below, discussion sections explain each disclosure, place the determination in perspective, and give buyers additional information they may need in the decision-making process. The disclosures are grouped according to hazard category. In each category, the hazard identifies the government authority responsible for the disclosure requirement, statutory map, or relevant hazard data (state, county or city). Disclosure determinations (e.g., IN or NOT IN) are parcel specific. Where a governing agency describes a hazard but has not evaluated or mapped a hazard zone in the Public Record, a usable map is not available and "Map N/A" is reported. Often, a hazard zone mapped in a city (or county) General Plan is identical to county (or state) hazard zones disclosed elsewhere in the Report; those redundant local disclosures are cited in the *Public Records Searched* at end of Report (see "Public Records not Repeated or Reported"), as is the data source for each disclosure.

Property Hazard Disclosures						
Flood		IN	NOT IN	MAP N/A	Description	Pg.
State	Flood		•		NOT IN a Flood Hazard Area.	12
	Dam		•		NOT IN an area of potential dam inundation.	12
County	Tsunami		•		NOT IN a mapped area of potential inundation from tsunami or seiche.	13
	Dam Inundation		•		NOT IN a mapped area of potential inundation from dam failure.	13
City	Flooding			•	Details in hazard explanation.	13
	Dam Inundation			•	Details in hazard explanation.	13
Fire		IN	NOT IN	MAP N/A	Description	Pg.
State	High or Very High Fire Hazard Severity		•		NOT IN a high or a very high fire hazard severity zone in SRA or LRA as identified by CAL FIRE.	15
	Wildland Fire Area		•		NOT IN a Wildland-State Responsibility Area.	15
	Fire Hazard Severity Zone (AB 38) (Includes Local Inspection Contact Info)		•		NOT IN a mapped High or Very High Fire Hazard Severity Zone but local laws may require inspection and defensible space compliance.	16
	Vegetation Management (Defensible Space) Inspection Advisory			•	Details in hazard explanation.	17
	Local Vegetation Management Ordinance Inquiries			•	Applicable fire authority and email inquiry regarding the existence of a local vegetation management ordinance.	17
	Fire Hazard Severity Zone (SB 63) (Moderate, High or Very High in Local Responsibility Area)			•	Map Not Available – SB 63 fire zones not yet released by State Fire Marshal.	17
	Fire Hazard Severity Zone pursuant to Gov. Code §51179		•		NOT IN a Locally Modified FHSZ pursuant to California Government Code Section 51179.	18
City	Fire	•			IN a mapped area assigned an Urban Unzoned Fire Hazard Class designation.	19

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Natural Hazard Disclosures

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Earthquake		IN	NOT IN	MAP N/A	Description	Pg.
State	Fault		•		NOT IN an earthquake fault zone designated pursuant to the Alquist-Priolo Act.	20
	Landslide		•		NOT IN an area of earthquake-induced land sliding designated pursuant to the Seismic Hazard Mapping Act.	20
	Liquefaction		•		NOT IN an area of potential liquefaction designated pursuant to the Seismic Hazard Mapping Act.	20
County	Fault		•		NOT IN a mapped active or potentially active fault zone or within one-eighth of one mile of an inactive fault trace.	21
	Liquefaction	•			IN a mapped area of generally low potential liquefaction.	21
City	Fault		•		NOT WITHIN the mapped San Andreas Peninsula Fault Zone.	21
	Ground Shaking	•			IN a mapped area assigned a Violent Shaking Severity Level designation.	21
	Liquefaction	•			IN a mapped area of Very Low Liquefaction Potential.	22
Landslide		IN	NOT IN	MAP N/A	Description	Pg.
County	Landslide		•		NOT IN a landslide-prone area that includes defined, probable, suspected, or conjectured landslides nor within one-quarter of one-mile of a small landslide.	23
	Coastal Bluff		•		NOT IN a mapped coastal bluff area subject to retreat, slides, rock falls, and extensive erosion from ground water surface runoff and wave action.	23
City	Landslide		•		NOT IN a mapped Landslide Prone area.	23
Soils		IN	NOT IN	MAP N/A	Description	Pg.
City	Erosion		•		NOT IN a mapped area rated for Erosion Potential.	24
	Expansive Soils		•		NOT IN a mapped area of Expansive Soils with Low to Moderate Shrink-Swell Potential.	24
Climate Change		IN	NOT IN	MAP N/A	Description	Pg.
State	Climate Change			•	Details in hazard explanation.	25
Neighborhood		IN	NOT IN	MAP N/A	Description	Pg.
State	Former Military Ordnance		•		NOT WITHIN one mile of a formerly used ordnance site.	26
	Commercial or Industrial	•			WITHIN one mile of a property zoned to allow commercial or industrial use.	26
	Airport Influence Area	•			IN an airport influence area: San Francisco Intl Airport Areas A and B.	26
	Airport Noise Area for 65 Decibel		•		NOT IN a delineated 65 dB CNEL or greater aviation noise zone.	27

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Natural Hazard Disclosures

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Neighborhood (continued)		IN	NOT IN	MAP N/A	Description	Pg.
	Bay Conservation and Development Commission		•		NOT IN an area that is within the jurisdiction of the San Francisco Bay Conservation and Development Commission.	27
	California Energy Commission	•			IN a climate zone where properties are usually subject to duct sealing and testing requirements.	28
	Right to Farm Act		•		NOT IN a one mile radius of designated Important Farmland.	28
	Notice of Mining Operations		•		NOT IN a one mile radius of a mapped mining operation that requires a statutory "Notice of Mining Operation" be provided in this Report..	29

General Advisories	Description	Pg.
Registered Sex Offender Database (Megan's law) Notice	Provides an advisory required pursuant to Section 290.46 of the Penal Code. Information about specified registered sex offenders is made available to the public.	30
Gas and Hazardous Liquid Transmission Pipeline Database Notice	Provides a notice required pursuant to Section 2079.10.5(a) of the Civil Code. Information about transmission pipeline location maps is made available to the public.	30
Cooling and Heating Energy-efficiency	Provides an advisory that federal energy-efficiency standards apply to the repair and replacement of residential heating, ventilation and air conditioning ("HVAC") systems.	31
Methamphetamine Contamination	Provides an advisory that a disclosure may be required pursuant to the "Methamphetamine Contaminated Property Cleanup Act of 2005".	31
Mold	Provides an advisory that all prospective purchasers of residential and commercial property should thoroughly inspect the subject property for mold and sources for additional information on the origins of and the damage caused by mold.	31
Radon	Provides an advisory on the risk associated with Radon gas concentrations.	32
Endangered Species	Provides an advisory on resources to educate the public on locales of endangered or threatened species.	32
Abandoned Mines	Provides an advisory on resources to educate the public on the hazards posed by, and some of the general locales of, abandoned mines.	32
Oil and Gas Wells	Provides an advisory on the potential existence of oil and gas wells and sources for additional general and/or specific information.	33
Sustainable Groundwater Management Act	Provides an advisory about groundwater basins that may be prioritized for groundwater management.	33
Electromagnetic Fields Advisory	Provides an advisory about electromagnetic fields in the local environment and their assessment.	33
Tsunami Map Advisory	Provides an advisory about maximum tsunami inundation maps issued for jurisdictional emergency planning.	34
Residential Fireplace Disclosure	Provides disclosure of restrictions on the use of wood-burning fireplaces imposed by the Bay Area Air Quality Management District.	34

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Natural Hazard Disclosures



Property Address: **768 STEWART AVE, DALY CITY, CA 94015, SAN MATEO COUNTY**APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702****Property Tax Disclosures**

Tax Disclosures	IS	IS NOT	Description	Pg.
Mello-Roos Community Facilities District		•	NOT SUBJECT TO one or more Mello-Roos Community Facilities Districts.	38
1915 Bond Act Assessment Districts		•	NOT SUBJECT TO one or more 1915 Bond Act Assessment Districts.	38
Property Assessed Clean Energy (PACE) Contract		•	NOT SUBJECT TO a PACE Contract.	39
Other Direct Assessments	•		SUBJECT TO one or more other direct assessments.	40
SRA Fire Prevention Fee		•	NOT SUBJECT TO SRA Fire Prevention Fee (Fee suspended until 2031 by Assembly Bill 398 of 2017).	45

Additional Tax Information	Description	Pg.
Current Property Tax Bill Summary	Provides a breakdown of the property tax bill for the current year, including General Ad Valorem taxes and Direct and/or Special Assessments.	40
Available Senior Citizens Exemptions	Provides information about the possible existence of exemptions from certain special taxes or assessments that can result in substantial savings to qualified taxpayers.	40
Ad Valorem Tax Exemptions & Exclusions	Provides a list of exemptions and exclusions to Ad Valorem Taxes that California law makes available to qualified property owners, including 'Prop 19' tax-base transfers and senior citizens exemptions in applicable districts.	41
Estimating Property Taxes After the Sale	Provides a utility for automatically calculating estimated property taxes after the sale.	42
Notice of Supplemental Property Tax Bill	Notifies the buyer about "Supplemental" Property Tax Bill(s) that may be due once the property is revalued after the change of ownership.	43
Supplemental Property Tax Estimator	Provides a utility for automatically calculating estimated Supplemental Taxes.	44
Private Transfer Fee	Notifies buyer to review Preliminary (Title) Report to determine if a fee is imposed by a private entity when a property within a certain type of subdivision is sold or transferred.	45

Environmental Screening	IS	IS NOT	Description	Pg.
Superfund or RCRA Corrective Action Site		•	NOT WITHIN one mile of a Superfund or RCRA Corrective Action site.	47
Leaking Underground Storage Tanks	•		WITHIN one-quarter mile of a known leaking underground storage tank.	47
Other sites in databases screened	•		WITHIN one-half mile of sites other than those above that are listed in the databases searched.	47
Oil and Gas Wells		•	NOT WITHIN one-quarter mile of a mapped oil or gas well(s).	48
Groundwater Basin Priority	•		IN a groundwater basin(s) the state classifies as "VERY LOW" Priority for monitoring. See discussion for additional details.	49
Underground Transmission Pipelines		•	NOT WITHIN 2,000 feet of a gas transmission or hazardous liquid pipeline(s) depicted in the National Pipeline Mapping System.	50

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Natural Hazard Disclosures

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APN: **006-111-310** | Report Date: **02/05/2025** | Report Number: **3410702**

Local Addenda	Description	Pg.
Airport Influence Area and Noise Disclosure	Updates Airport Influence Area and Airport Noise information for San Francisco International Airport.	A-1

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USA National Title Company, Inc.  
333 Gellert Blvd., Suite 136  
Daly City, CA 94015-2622  
Phone (650) 993-6912 • Fax (650) 993-6913  
www.usanationaltitle.com

ESCROW OFFICER: Jorge Gutierrez

Email: jgutierrez@usa-ntc.com

TO: **USA National Title Company, Inc**  
**333 Gellert Blvd., Suite 136**  
**Daly City, CA 94015-2622**

Escrow No.: **182504705**

ORDER NO. 072530226-30

PROPERTY ADDRESS: **768 Stewart Avenue, Daly City Area, CA 94015**

## **PRELIMINARY REPORT**

EFFECTIVE DATE Tuesday, January 7, 2025 **as of 7:30 a.m.**

*In response to the application for a policy of title insurance referenced herein. **USA National Title Company, Inc.** 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 and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien, or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules. Conditions and Stipulations of said Policy forms.*

*The printed Exceptions and exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.*

*The policy(s) of title insurance to be issued hereunder will be policy(s) of **Stewart Title Guaranty Company.***

*Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.*

*It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.*

*This report, (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.*

## **SCHEDULE A**

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

**American Land Title Association Loan Policy (07-01-21)**  
**ALTA Homeowner's Policy (07-01-2021)**

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:  
  
**A FEE AS TO PARCEL(S) 1, AND AN EASEMENT AS TO PARCEL(S) 2.**
2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:  
  
**CHRISTOPHER C. MALABED AND CYNTHIA V. MALABED, HUSBAND AND WIFE AS JOINT TENANTS**
3. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF DALY CITY AREA, IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

**EXHIBIT 'A'**

All that certain real property located in the County of San Mateo, State of California, described as follows:

Parcel 1:

The Westerly 31.02 feet, front and rear measurements of Lot 934, and the Easterly 20.98 feet, front and rear measurements of Lot 933, as shown on that certain Map entitled "Tract No. 587 Broadmoor Village Map No. 4, in Unincorporated Territory, San Mateo County, California", filed in the Office of the County Recorder of San Mateo County, State of California on October 9, 1947, in Book 28 at Pages 8 through 10, inclusive of Maps.

Parcel 2:

An easement for ingress and egress and driveway purposes over the following described property: The Westerly 5 feet of the Easterly 20.98 feet, front and rear measurements of Lot 934, as shown on that certain Map entitled "Tract No. 587 Broadmoor Village Map No. 4, in Unincorporated Territory, San Mateo County, California", filed in the Office of the County Recorder of San Mateo County, State of California on October 9, 1947, in Book 28, at Pages 8 through 10, inclusive of Maps.

APN: 006-111-310

## SCHEDULE 'B'

**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PREPRINTED GENERAL EXCEPTIONS (SHOWN BELOW) AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2025-2026.
2. General and Special City and/or County taxes, including any personal property taxes and any assessments collected with taxes, for the fiscal year 2024 - 2025:

1st Installment:	\$7,578.18 PAID
2nd Installment:	\$7,578.18 OPEN
Penalty:	\$797.82 (if unpaid by 4/10/2025)
Land Value:	\$693,370
Improvements:	\$511,300
Exemption:	\$0.00
Code Area:	059010
Assessment No.	<a href="#">006-111-310</a>

3. Assessments, if any, for community facility districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.
4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction prior to Date of Policy.
5. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
6. Easements, recitals, setbacks and other matters affecting that portion of said land for the purposes stated thereon and incidental purposes as shown upon a filed map.

Recorded: 10/9/1947, [Book 28 of Maps, Page 8](#)

7. Covenants, conditions, and restrictions as set forth in instrument recorded 10/9/1947 [Book 1390, Page 399](#), of Official Records, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

Said Covenants, Conditions and Restrictions have been modified by an instrument:

Recorded: 1/26/1948 as instrument no. [Book 1452, Page 6](#) of Official Records

8. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Purpose:	Poles and wires
Recorded:	1/26/1948 as Instrument No <a href="#">Book 1447, Page 273</a> of Official Records.
Affects:	a Portion of Said Land



9. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Purpose: Ingress and egress and driveway purposes  
 Recorded: 10/19/1962 as Instrument No Book 4316, Page 31 of Official Records.  
 Affects: Westerly 5 feet

10. An easement for the purpose shown below and rights incidental thereto as set forth in a document:

Purpose: Ingress, egress  
 Recorded: March 2, 2023 as Instrument No. [2023-009373](#) of Official Records.  
 Affects: Portion of said land

11. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$1,080,000.00  
 Dated: 9/28/2024  
 Trustor: CHRISTOPHER C. MALABED AND CYNTHIA V. MALABED, HUSBAND AND WIFE AS JOINT TENANTS  
 Trustee: USA NATIONAL TITLE COMPANY  
 Beneficiary: Mortgage Electronic Registration Systems, Inc.  
 Lender: ROYAL PACIFIC FUNDING CORP.  
 Recorded: 10/2/2024, as Instrument No. [2024-52081](#) of Official Records.  
 MIN No. 100289918001194755

12. Rights of parties in possession.

To determine if the above referenced item can be deleted or modified the Company will require that the attached "Owners Title Affidavit" be completed by the owner of the estate described or referred to in Schedule A and be returned to USA National Title Company, Inc. as soon as possible prior to the close of escrow.

The purposes of the Owners Title Affidavit, is to provide the Company with certain information that cannot be ascertained by making a physical inspection of the land.

13. We will require a Statement of Information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matter which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon.

Parties: all parties hereto

(Note: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file).

14. This transaction may be subject to the current FinCEN Geographic Targeting Order issued by the Director of FinCEN pursuant to 31 U.S.C § 5326(a); 31 C.F.R. § 1010.3760; and Treasury Order 180-01. The policy issuing agent must be provided with certain information prior to closing pursuant to the GTO. This transaction will not be insured, and this issuing agent and/or its underwriter will not be involved in the closing and settlement until this information is reviewed by the issuing agent and submitted to FinCEN via the BSA E-Filing through the FinCEN e-file platform.

15. In the event the contemplated transaction involves a loan from a Non-Institutional Lender (i.e. Hard Money or Private Party, other than a Seller Carry Back Loan), please refer to the Requirements shown as Note #3 in the Preliminary Report.

**End of Schedule 'B'**



301 N. Lake Avenue #300  
Pasadena, CA 91101  
Tel: (877) 908-5220 Fax: (626) 773-7606  
E-mail: tu30@usa-ntc.com

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## LENDER'S SUPPLEMENTAL REPORT

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Order No.: 072530226-30

**WE WISH TO REPORT THE FOLLOWING ITEMS, RELATING TO THE ISSUANCE OF AN AMERICAN LAND TITLE ASSOCIATION LOAN POLICY:**

**NOTE 1:** NONE OF THE ITEMS SHOWN HEREIN WILL CAUSE THE COMPANY TO DECLINE TO ATTACH CLTA ENDORSEMENT FORM 100 TO AN ALTA LOAN POLICY WHEN ISSUED.

**NOTE 2:** THE COMPANY IS NOT AWARE OF ANY MATTERS WHICH WOULD CAUSE IT TO DECLINE TO ATTACH THE CLTA ENDORSEMENT FORM 116 INDICATING THAT THERE IS LOCATED ON SAID LAND: **A Single Family Residence , more commonly known as 768 Stewart Avenue, Daly City Area, CA**

A Grant Deed recorded 10/2/2024 as instrument no. [2024-52080](#) of official records.

**Grantor:** Benjamin R. Morales and Nenita R. Morales, as Trustees of the Benjamin R. Morales and Nenita R. Morales Revocable Trust, dated September 28, 2018 as to an undivided 1/2% interest and Darren R. Seneres, An Unmarried Man as to an undivided 1/2 interest

**Grantee:** CHRISTOPHER C. MALABED AND CYNTHIA V. MALABED, HUSBAND AND WIFE AS JOINT TENANTS

## NOTES AND REQUIREMENTS

**NOTE 1: HOMEOWNER'S ASSOCIATION:** If the contemplated transaction is for a property subject to membership in a homeowner's association, we will require that we be furnished with a written statement from the current Homeowner's Association, stating that all liens/dues are current. The statement should provide clearance up to the time of closing. In order to avoid delays in closing, please obtain said statement at least one week prior to close.

**NOTE 2: PRIVATE PARTY DEED OF TRUST:** If any Deed of Trust in favor of 'Private Parties' is to be omitted from Policy of Title Insurance, we will require that the original Note, Deed of Trust and properly executed and Notarized Request for Full Reconveyance be surrendered prior to the close of escrow. To avoid potential delays, please forward said document(s) at least one week prior to close.

### **NOTE 3: HARD MONEY OR PRIVATE LENDER TRANSACTIONS**

A hard money loan is defined to be any real estate financing transaction where the lender is anyone other than: 1) a federal or state-regulated financial institution, such as a bank or insurance company; 2) a lender with a validated NMLS number; or 3) a seller of real property taking back a purchase money mortgage.

- a) Hard Money Loan Transactions in excess of \$700,000.00 will be subject to Underwriting Approval.
- b) Submission of 2 forms of IDs from ALL borrowers required. (1 photo ID and 2<sup>nd</sup> can be a non-photo ID (if credit card – only front photo of card is needed)
- c) No wire shall be sent to any party other than the record titleholder or titleholder entity of the property. No check or borrower proceeds shall be made payable to any party other than the record titleholder or titleholder entity of the property.

### **NOTE 4: SHORT SALES**

**For "Short Sale" Transactions in which a lender will accept less than the outstanding balance of its loan as full satisfaction of the obligation:** Prior to the issuance of a policy, USA National Title will require evidence that the first-position trust deed holder, has received and acknowledged all payments to be made to subordinate-position lien holders, regardless of whether such payments are to be made from proceeds or from contributions by real estate brokers and/or buyers in the subject transaction, or from other third-party sources. Evidence shall include but not be limited to: (a) a written demand from the first-position trust deed holder acknowledging and approving payments to subordinate-position lien holders from proceeds and otherwise; or (b) a supplemental letter or amended demand from the first-position lien holder acknowledging payments to be made to subordinate lien holders from sources other than proceeds (including broker commissions and additional buyer deposits).

**NOTE 5: MAPS:** The map(s) attached hereto may or may not be a survey of the land depicted thereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. USA National Title Company expressly disclaims any liability for alleged loss or damages which may result from reliance upon this map.

### **NOTE 6: FEES**

**Sub-Escrow Fees - USA National Title Sub-Escrow Fees are as follows: \$160.00 for SALE transactions & \$70.00 for REFINANCE transactions.**

**PCOR** - All Deeds require a Preliminary Change of Ownership form (PCOR). A PCOR must be completed by the transferee (buyer) prior to the transfer of property in accordance with the provisions of Section 480.3 of the Revenue and Taxation Code. In the event the PCOR is not attached or is incomplete and not accepted by the County Recorder, an additional fee of \$20 will apply. State law also provides for a penalty of be levied if the Change of Ownership Report is not returned to the Assessor within a timely filing

period. The penalty for failure to file a Change in Ownership Statement is \$100 or 10% of the new tax bill, whichever is greater, but not to exceed \$2,500.

**CA SB2** - The California (SB2) Housing and Jobs Act Fee is a recording fee imposed by the Building Homes and Jobs Act to fund affordable housing in California. The fee is \$75 per applicable document and/or document title. This fee is not applicable when there is transfer tax being paid, therefore, it is does not apply on purchases.

**NOTE 7:** The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy) or if the property qualifies. If each insured to be named in Schedule A is not such a Natural Person or the property does not qualify, then a CLTA Owners Policy or 2006 ALTA Owners Policy will be issued with the following exceptions:

1. 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, 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 that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other fact 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 materials unless such lien is shown by the Public Records at Date of Policy.



**USA National Title Company, Inc.**

301 N. Lake Avenue #300

Pasadena, CA 91101

Phone (877) 908-5220 Fax (626) 773-7606

[www.usanationaltitle.com](http://www.usanationaltitle.com)

## **PRIVACY ACT NOTICE**

Title Number: **072530226**

Title Officer: **Arlene Robles / Unit 30**

**USA National Title Company**, has prepared this Privacy Act Notice to comply with the Gramm-Leach-Bliley Act, Public Law 106-102 and to inform you regarding its collection, storage and use of information that you and others give it during the processing of your escrow transaction. The information in this Privacy Act Notice applies to Escrow Holder's current and former clients.

**1. Categories of Information Title Collects.** We collect nonpublic personal information about you from the following sources:

A. Information from you in letters and other communications as well as in forms including Statement of Identity, data collection regarding the financial status of the property or you and on other forms; and

B. Information directly from third parties including real estate sales agent brokers, mortgage companies and lenders, title companies, contractors, bookkeepers and accountants, attorneys, homeowners associations, insurance agents, federal, state or local tax or government authorities or from officers who may give us information on forms by other methods including but not limited to, telephone, e-mail, facsimile transmission.

**2. Categories of Parties To Whom Title Discloses.** We may disclose nonpublic personal information about you to the following types of third parties:

A. Financial service providers such as title insurance and underwritten title companies, mortgage companies and lenders as well as insurance agents and companies associated with your escrow transaction.

B. Nonfinancial companies such as homeowners associations, attorneys, bookkeepers, and accountants, federal, state or local tax or government authorities, real estate sales agents and brokers associated with your escrow transaction.

C. Service providers including contractors, structural pest control operator, others rendering services to you or the real property or business that is the subject of this escrow transaction.

We may also disclose nonpublic personal information about you to nonaffiliated third parties as permitted by law. Otherwise, we do not disclose personal or confidential information to anyone outside our company without your consent. We will adhere to the privacy policies and practices as described in this Privacy Act Notice.

We restrict access to our personal and title file information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Your information is stored in a secure place on a secure computer and in physical files. When we replace computers, we erase old disks or reformat them before disposal. When we dispose of old physical paper files, we have it shredded and recycled by a bonded security company.

You may direct all questions regarding the policies set forth in this Privacy Act Notice to your Title Officer.





## **Virtual Underwriter**

### **CA Privacy Notice at Collection for California Residents**

v 4 01/03/2023

Effective Date: January 1, 2020

Updated: January 1, 2023

#### **Privacy Notice at Collection for California Residents**

Pursuant to the California Consumer Privacy Act of 2018 (CCPA) and the California Privacy Rights Act of 2020, effective January 1, 2023 ('CPRA'), Stewart Information Services Corporation and its subsidiary companies (collectively, 'Stewart') are providing this **Privacy Notice at Collection for California Residents** ('CCPA & CPRA Notice'). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ('consumers' or 'you'). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

#### **Personal and Sensitive Personal Information Stewart Collects**

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code A§ 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

### **Your Consumer Rights and Choices Under CCPA and CPRA**

#### **Your Rights Under CCPA**

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

#### **Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

#### **Deletion Request Rights**

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code A§ 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.

9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### **Your Rights Under CPRA**

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

### **Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

### **Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate information maintained about.

### **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

### **Exercising Your Rights Under CCPA and CPRA**

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270; or
2. Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com); or
3. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

### **Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### **Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

### **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewart's Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

For issuing guidelines on this form, see [Guidelines](#)





[www.usanationaltitle.com](http://www.usanationaltitle.com)

301 N. Lake Avenue #300  
Pasadena, CA 91101  
(877) 908-5220 Fax (626) 773-7606

ATTENTION ESCROW/LOAN OFFICER:

For your convenience, if needed:

Enclosed is an **Exhibit 'A'**, which contains the legal description of the subject property, to be attached to the documents being prepared for recordation with the County Records' Office.

**EXHIBIT 'A'**

All that certain real property located in the County of San Mateo, State of California, described as follows:

Parcel 1:

The Westerly 31.02 feet, front and rear measurements of Lot 934, and the Easterly 20.98 feet, front and rear measurements of Lot 933, as shown on that certain Map entitled "Tract No. 587 Broadmoor Village Map No. 4, in Unincorporated Territory, San Mateo County, California", filed in the Office of the County Recorder of San Mateo County, State of California on October 9, 1947, in Book 28 at Pages 8 through 10, inclusive of Maps.

Parcel 2:

An easement for ingress and egress and driveway purposes over the following described property: The Westerly 5 feet of the Easterly 20.98 feet, front and rear measurements of Lot 934, as shown on that certain Map entitled "Tract No. 587 Broadmoor Village Map No. 4, in Unincorporated Territory, San Mateo County, California", filed in the Office of the County Recorder of San Mateo County, State of California on October 9, 1947, in Book 28, at Pages 8 through 10, inclusive of Maps.

APN: 006-111-310

**CALIFORNIA LAND TITLE ASSOCIATION**  
**STANDARD COVERAGE POLICY – 1990 (11-09-18)**  
**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.

## CLTA PRELIMINARY REPORT FORM

Stewart Title Guaranty Company

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.

## CLTA PRELIMINARY REPORT FORM

Stewart Title Guaranty Company

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:

- 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:

	<b>Your Deductible Amount</b>	<b>Our Maximum Dollar Limit of Liability</b>
Covered Risk 16	1.00% of Policy Amount Shown in Schedule A or <u>\$2,500.00</u> (whichever is less)	<u>\$10,000.00</u>
Covered Risk 18	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19	1.00% of Policy Amount Shown in Schedule A or <u>\$5,000.00</u> (whichever is less)	<u>\$25,000.00</u>
Covered Risk 21	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)****EXCLUSIONS**

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

1. Governmental policy 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.

## CLTA PRELIMINARY REPORT FORM

Stewart Title Guaranty Company

5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

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

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18	1.00% of Policy Amount Shown in Schedule A or <u>\$5,000.00</u> (whichever is less)	<u>\$25,000.00</u>
Covered Risk 19	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21	1.00% 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**



## CLTA PRELIMINARY REPORT FORM

Stewart Title Guaranty Company

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.

## 2006 ALTA LOAN POLICY (06-17-06)

## EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

## (I) the occupancy, use, or enjoyment of the Land;

- (ii) the character, dimensions, or location of any improvement erected on the Land;
- (iii) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 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.

CLTA PRELIMINARY REPORT FORM

Stewart Title Guaranty Company

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.

ESCROW NO.: 182504705

TITLE ORDER: 072530226-30

NAME			SOC.SEC. NUMBER
FIRST	FULL MIDDLE NAME	LAST	
DATE OF BIRTH			DRIVER'S LICENSE NO:
BIRTHPLACE			MAIDEN / FORMER NAME
CELL PHONE	HOME PHONE	BUSINESS PHONE	
E-MAIL			PREFERRED METHOD OF CONTACT (EMAIL/TEXT/PHONE/MAIL)
LIVED IN USA SINCE		LIVED IN CALIFORNIA SINCE	

PARTY 2 NAME			SOC. SEC. NUMBER
FIRST	FULL MIDDLE NAME	LAST	
DATE OF BIRTH			DRIVER'S LICENSE NO:
BIRTHPLACE			MAIDEN / FORMER NAME
CELL PHONE	HOME PHONE	BUSINESS PHONE	
E-MAIL			PREFERRED METHOD OF CONTACT (EMAIL/TEXT/PHONE/MAIL)
LIVED IN USA SINCE		LIVED IN CALIFORNIA SINCE	

WE WERE MARRIED / BECAME DOMESTIC PARTNERS ON AT

PREVIOUS MARRIAGE / DOMESTIC PARTNERSHIP (if no previous marriage/domestic partnership, write "NONE"):

PARTY 1 - NAME OF FORMER SPOUSE/RDP	<input type="checkbox"/> DECEASED	DATE
	<input type="checkbox"/> DIVORCED	CITY & STATE
PARTY 2 - NAME OF FORMER SPOUSE/RDP	<input type="checkbox"/> DECEASED	DATE
	<input type="checkbox"/> DIVORCED	CITY & STATE

INFORMATION COVERING PAST 10 YEARS:

Residence(s):

PARTY 1	NUMBER AND STREET	CITY	ZIP CODE	FROM	TO
	NUMBER AND STREET	CITY	ZIP CODE	FROM	TO
PARTY 2	NUMBER AND STREET	CITY	ZIP CODE	FROM	TO
	NUMBER AND STREET	CITY	ZIP CODE	FROM	TO

Employment:

PARTY 1:	FIRM NAME AND ADDRESS	CITY	ZIP CODE	FROM	TO
	FIRM NAME AND ADDRESS	CITY	ZIP CODE	FROM	TO
PARTY 2	FIRM NAME AND ADDRESS	CITY	ZIP CODE	FROM	TO
	FIRM NAME AND ADDRESS	CITY	ZIP CODE	FROM	TO

HAVE YOU OR YOUR SPOUSE/RDP OWNED OR OPERATED A BUSINESS?  
☐ YES ☐ NO IF SO, PLEASE LIST NAMES

I HAVE NEVER BEEN ADJUDGED BANKRUPT, NOR ARE THERE ANY UNSATISFIED JUDGMENTS OR OTHER MATTERS PENDING AGAINST ME WHICH MIGHT AFFECT MY TITLE TO THIS PROPERTY EXCEPT AS FOLLOWS:

THE STREET ADDRESS OF THE PROPERTY IN THIS TRANSACTION IS:  
IMPROVEMENT: ( ) SINGLE RESIDENCE ( ) MULTIPLE RESIDENCE ( ) COMMERCIAL  
OCCUPIED BY: ( ) OWNER ( ) LESSEE ( ) TENANTS  
ANY PORTION OF NEW LOAN FUNDS TO BE USED FOR CONSTRUCTION: ( ) YES ( ) NO  
HAS ANY CONSTRUCTION OR IMPROVEMENTS BEEN MADE TO THE PROPERTY IN THIS TRANSACTION DURING THE LAST SIX MONTHS?  
( ) YES ( ) NO

The undersigned declare, under penalty of perjury, that the foregoing is true and correct.

Date:

X

(SIGNATURE – Party 1)

Date:

X

(SIGNATURE – Party 2)

PLEASE BE SURE YOU HAVE FILLED THIS FORM OUT COMPLETELY; COMPLETION OF THIS FORM WILL EXPEDITE YOUR ORDER. THANK YOU.  
USA National Title Company, Inc. maintains procedural safeguards that comply with federal standards to protect the confidentiality and security of non-public personal information. This statement will serve to establish identity, eliminate matters affecting persons of similar name, protect you against forgeries and speed the completion of your title and escrow services.

6-11

1" = 100'

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PARK PLAZA

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WHITE

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- 3 BROADMOOR VILLAGE MAP NO. 3 RSM 27/5-6
- 2 KERN SUBDIVISION RSM 8/30
- 5 PARCEL MAP VOL. 66/46
- 4 BROADMOOR VILLAGE MAP NO. 4 RSM 28/8-10
- 1 SS WHITE TRACT RSM 1/18

ASSESSOR'S MAP COUNTY OF SAN MATEO, CALIF.

2/10/1969

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