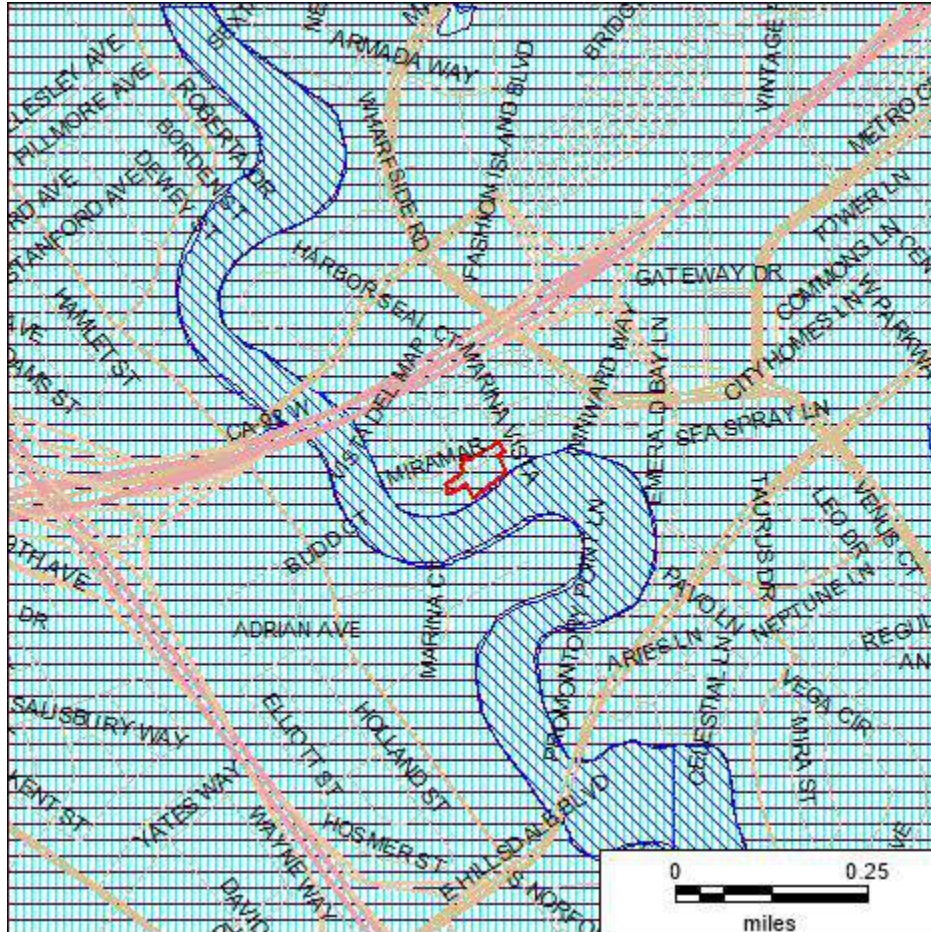


## Map of Statutory Natural Hazards For SAN MATEO County

**Property Address:** 2168 VISTA DEL MAR #6  
 SAN MATEO, SAN MATEO COUNTY, CA 94404  
 ("Property")

**APN:** 109-070-060  
**Report Date:** 01/31/2020  
**Report Number:** 2607847

### Map of Statutory Natural Hazard Zones



□ Subject Property

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



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

#### Read & Approved P. 1-52

DocuSigned by: 2/6/2020 | 10:03 PST  
**Seller** Ellen Nan Golden, Trustee  
 DocuSigned by: 8214DC82AB54400... 2/5/2020 | 20:50 PST  
**Seller** Jonathan Golden, Trustee  
 DocuSigned by: 9D9AC5A612504C6...  
**Buyer** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Buyer** \_\_\_\_\_ **Date** \_\_\_\_\_

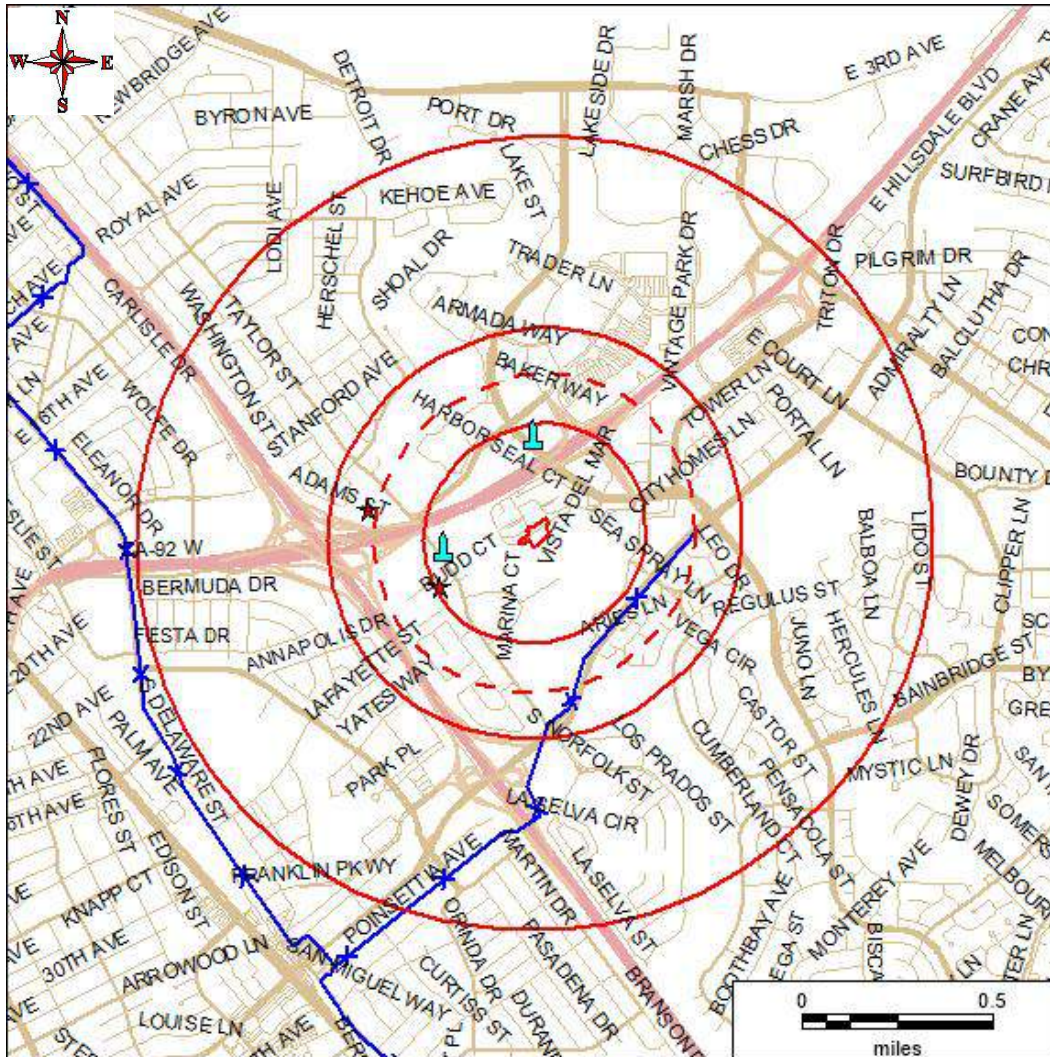


## Map of Environmental Hazard Sites For SAN MATEO County

**Property Address:** 2168 VISTA DEL MAR #6  
 SAN MATEO, SAN MATEO COUNTY, CA 94404  
 ("Property")

**APN:** 109-070-060  
**Report Date:** 01/31/2020  
**Report Number:** 2607847

### Map of Environmental Hazard Sites



□ Subject Property

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

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



## JCP-LGS Residential Resale Property Disclosure Reports

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

**Property Address:** 2168 VISTA DEL MAR #6  
SAN MATEO, SAN MATEO COUNTY, CA 94404  
("Property")

**APN:** 109-070-060  
**Report Date:** 01/31/2020  
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## 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 ☒ Do not know and information not available from local jurisdiction ☐

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

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

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

Yes ☐ No ☒

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

Yes ☐ No ☒

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

Yes ☐ No ☒

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

Yes (Landslide Zone) ☐ Yes (Liquefaction Zone) ☒

No ☐ Map not yet released by state ☐

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

Disclosed by  
Ellen Nam Golden, Trustee  
Signature of Seller(s)  
8214DC82AB54400...  
Debbie Sharp  
Signature of Seller's Agent  
2DFC1AE7258545C...

2/6/2020 | 10:03 PST  
Date  
2/5/2020 | 22:42 PST  
Date

Disclosed by  
Jonathan Golden, Trustee  
Signature of Seller(s)  
9D9AC5A612504C6...  
Date  
2/5/2020 | 20:50 PST  
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 PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS DIVISION.  
Date 31 January 2020

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



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**Property Address:** 2168 VISTA DEL MAR #6  
SAN MATEO, SAN MATEO COUNTY, CA 94404  
("Property")

**APN:** 109-070-060  
**Report Date:** 01/31/2020  
**Report Number:** 2607847

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## Summary of Disclosure Determinations For SAN MATEO County

**Property Address:** 2168 VISTA DEL MAR #6  
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("Property")

**APN:** 109-070-060  
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### PROPERTY DISCLOSURE SUMMARY - READ FULL REPORT

Statutory NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Flood		<b>X</b>		NOT IN a Special Flood Hazard Area. The Property is IN a FEMA-designated Flood Zone(s) X500_LEVEE.	<a href="#">8</a>
Dam	<b>X</b>			IN an area of potential dam inundation.	<a href="#">8</a>
Very High Fire Hazard Severity		<b>X</b>		NOT IN a very high fire hazard severity zone.	<a href="#">9</a>
Wildland Fire Area		<b>X</b>		Not in a wildland-state responsibility area.	<a href="#">9</a>
Fault		<b>X</b>		NOT IN an earthquake fault zone designated pursuant to the Alquist-Priolo Act.	<a href="#">10</a>
Landslide		<b>X</b>		NOT IN an area of earthquake-induced land sliding designated pursuant to the Seismic Hazard Mapping Act.	<a href="#">10</a>
Liquefaction	<b>X</b>			IN an area of potential liquefaction designated pursuant to the Seismic Hazard Mapping Act.	<a href="#">10</a>

County-level NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Coastal Bluff		<b>X</b>		NOT IN a mapped coastal bluff area subject to retreat, slides, rock falls, and extensive erosion from ground water surface runoff and wave action	<a href="#">12</a>
Dam Inundation	<b>X</b>			IN a mapped area of potential inundation from dam failure	<a href="#">13</a>
Fault		<b>X</b>		NOT IN a mapped active or potentially active fault zone or within one-eighth of one mile of an inactive fault trace	<a href="#">12</a>
Landslide		<b>X</b>		NOT IN a landslide-prone area that includes defined, probable, suspected, or conjectured landslides nor within one-quarter of one-mile of a small landslide	<a href="#">12</a>
Liquefaction	<b>X</b>			IN a mapped area of variable liquefaction	<a href="#">12</a>
Tsunami	<b>X</b>			IN a mapped area of potential inundation from tsunami or seiche	<a href="#">12</a>

City-level NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Fault		<b>X</b>		NOT WITHIN a 660 feet of a mapped Fault.	<a href="#">14</a>
Flood		<b>X</b>		NOT IN a mapped area of potential inundation due to 100-Year Peak Storm Water.	<a href="#">15</a>
Ground Shaking	<b>X</b>			IN a mapped area of High Shaking Amplification during Earthquakes.	<a href="#">14</a>
Levee Inundation	<b>X</b>			IN a mapped area of Potential Inundation due to Bayfront Levee Failure.	<a href="#">15</a>
Liquefaction	<b>X</b>			IN a mapped area of High Liquefaction Potential.	<a href="#">14</a>
Slope		<b>X</b>		NOT IN a mapped area of High or Moderate Slope Failure Potential.	<a href="#">14</a>
Landslide		<b>X</b>		NOT WITHIN one-quarter of one mile of one or more mapped Landslide Deposit.	<a href="#">14</a>

Additional Statutory Disclosures	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Former Military Ordnance		<b>X</b>		NOT WITHIN one mile of a formerly used ordnance site.	<a href="#">17</a>
Commercial or Industrial	<b>X</b>			WITHIN one mile of a property zoned to allow commercial or industrial use.	<a href="#">17</a>
Airport Influence Area	<b>X</b>			IN an airport influence area: San Carlos Area A & San Francisco Intl Area A	<a href="#">18</a>
Airport Noise Area for 65 Decibel		<b>X</b>		NOT IN a delineated 65 dB CNEL or greater aviation noise zone.	<a href="#">19</a>





## JCP-LGS Residential Resale Property Disclosure Reports

## Summary of Disclosure Determinations For SAN MATEO County

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Additional Statutory Disclosures	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Bay Conservation and Development Commission	<b>X</b>			IN an area that is within the jurisdiction of the San Francisco Bay Conservation and Development Commission	<a href="#">20</a>
California Energy Commission	<b>X</b>			IN a climate zone where properties are usually subject to duct sealing and testing requirements	<a href="#">21</a>
Right to Farm Act		<b>X</b>		NOT IN a one mile radius of designated Important Farmland.	<a href="#">22</a>
Notice of Mining Operations		<b>X</b>		NOT IN a one mile radius of a mapped mining operation that requires a statutory "Notice of Mining Operation" be provided in this Report:	<a href="#">23</a>

General Advisories	Description	NHD Report page:
Registered Sex Offender Data Base (Megan's Law) Notice	Provides an advisory required pursuant to Section 290.46 of the Penal Code. Information about specified registered sex offenders is made available to the public.	<a href="#">24</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="#">25</a>
Methamphetamine Contamination	Provides an advisory that a disclosure may be required pursuant to the "Methamphetamine Contaminated Property Cleanup Act of 2005".	<a href="#">26</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="#">27</a>
Radon	Provides an advisory on the risk associated with Radon gas concentrations.	<a href="#">28</a>
Endangered Species	Provides an advisory on resources to educate the public on locales of endangered or threatened species.	<a href="#">28</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="#">29</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="#">29</a>
Tsunami Map Advisory	Provides an advisory about maximum tsunami inundation maps issued for jurisdictional emergency planning.	<a href="#">30</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="#">31</a>

Local Addendums	Description	NHD Report page:
Real Estate Transfer Disclosure Statement	Provides a statutory Local Option form for Airport Noise disclosure complete with noise maps for affected jurisdictions. BUYER/SELLER/AGENT SIGNATURES REQUIRED.	<a href="#">52</a>

Property Tax Determinations	IS	IS NOT	Property is:	Tax Report page:
Mello-Roos Districts		<b>X</b>	NOT SUBJECT TO a Mello-Roos Community Facilities District.	<a href="#">33</a>
1915 Bond Act Districts		<b>X</b>	NOT SUBJECT TO a 1915 Bond Act District.	<a href="#">33</a>
PACE Contract Assessment		<b>X</b>	NOT SUBJECT TO a Property Assessed Clean Energy (PACE) Contract.	<a href="#">33</a>
Other Direct Assessments	<b>X</b>		SUBJECT TO one or more other direct assessments.	<a href="#">35</a>
SRA Fire Prevention Fee		<b>X</b>	NOT SUBJECT TO the State Responsibility Area Fire Prevention Fee (SRA Fee is suspended until 2031 by Assembly Bill 398 of 2017).	<a href="#">39</a>

Environmental Screening	IS	IS NOT	Property is:	Environmental Report page:
Leaking Underground Storage Tanks	<b>X</b>		WITHIN one-quarter mile of a known leaking underground storage tank.	<a href="#">45</a>
Superfund or RCRA Corrective Action Site		<b>X</b>	NOT WITHIN one mile of a Superfund or RCRA Corrective Action site.	<a href="#">44</a>



# JCP-LGS Residential Resale Property Disclosure Reports

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Environmental Screening	IS	IS NOT	Property is:	Environmental Report page:
Other sites in databases screened	<b>X</b>		WITHIN one-half mile of sites other than those above that are listed in the databases searched.	<a href="#">44</a>
Oil and Gas Wells		<b>X</b>	NOT WITHIN one-quarter mile of a mapped oil or gas well(s).	<a href="#">42</a>
Underground Transmission Pipelines	<b>X</b>		WITHIN 2,000 feet of a gas transmission or hazardous liquid pipeline(s) depicted in the National Pipeline Mapping System.	<a href="#">43</a>

Determined by First American Professional Real Estate Services, Inc.

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



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

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# Natural Hazard Disclosure Report

## Part 1. State Defined Natural Hazard Zones

### Statutory Natural Hazard Disclosures

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

### SPECIAL FLOOD HAZARD AREA

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

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

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

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

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

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

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

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

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

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

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

For more information about flood zones, visit:

[https://efotg.sc.gov.usda.gov/references/public/NM/FEMA\\_FLD\\_HAZ\\_guide.pdf](https://efotg.sc.gov.usda.gov/references/public/NM/FEMA_FLD_HAZ_guide.pdf)

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

### AREA OF POTENTIAL FLOODING (DAM FAILURE)

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 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.





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

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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 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.

**PUBLIC RECORD:** (1) Official dam inundation maps made publicly available prior to June 27, 2017 by the State of California Office of Emergency Services ("OES") pursuant to California Government Code §8589.5; (2) Official inundation boundary digital data made publicly available since June 28, 2017 by the State of California 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.

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

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

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

### WILDLAND FIRE AREA (STATE RESPONSIBILITY AREA)

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

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

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

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

### SRA Fire Prevention Benefit Fee Advisory

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

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

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



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

**Property Address:** 2168 VISTA DEL MAR #6  
SAN MATEO, SAN MATEO COUNTY, CA 94404  
("Property")

**APN:** 109-070-060  
**Report Date:** 01/31/2020  
**Report Number:** 2607847

### EARTHQUAKE FAULT ZONE

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

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

### SEISMIC HAZARD MAPPING ACT ZONE

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

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

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

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

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

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

#### HAZARD MAPS IN THE LOCAL GENERAL PLAN

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

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

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

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

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

#### REPORTING STANDARDS

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

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

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

#### PROPERTY USE AND PERMITTING

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



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### SAN MATEO COUNTY GEOLOGIC ZONES DISCUSSION

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

#### FAULT

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

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

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

#### LANDSLIDE

Landslide-prone areas are divided into several categories. The following are considered to be the most hazardous: definite 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.

#### COASTAL CLIFF OR BLUFF STABILITY

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

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

#### LIQUEFACTION POTENTIAL

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

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

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

#### TSUNAMI AND SEICHE

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

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





## JCP-LGS Residential Resale Property Disclosure Reports

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#### **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.



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### CITY OF SAN MATEO GEOLOGIC DISCUSSION

**PUBLIC RECORD(S) SEARCHED:** The following Public Record(s), referenced in the Safety Element of the City of San Mateo City General Plan as officially adopted in 2010, is/are used for the City-level disclosure(s) below: "Figure S-1: Shaking Amplification During Earthquakes"; "Figure S-2: Slope Stability & Liquefaction During Earthquakes"; "Figure S-3: Potential Flood Hazards: Storm Water Runoff"; "Figure S-4: Potential Flood Hazards: Dam and Levee Failure"; and "Appendix H: Potential Geologic and Seismic Hazards".

#### FAULT

The San Andreas Fault lies approximately two miles west of the San Mateo City boundary and the Hayward Fault lies approximately 14 miles to the East. Despite their close proximity, there is no evidence of significant ground rupturing in the City during the last one million years. There are no known active faults in San Mateo, and inactive faults which are present are older features which do not exhibit indications of recent motion. There is no reason to expect a recurrence of movement along these other fault traces.

**Reporting Standards:** California's Alquist-Priolo Fault Zone Act (1972) established a standard for the width of a regulatory fault zone -- one-eighth of one mile on both sides of an active fault trace. For city-level reporting purposes, "WITHIN" shall be reported if any portion of the Property is within one-eighth of one mile (660 feet) of a "Fault" as delineated within the City Limits in the Public Record that is not bounded by a regulatory fault zone. "NOT WITHIN" shall be reported if no portion of the Property is situated within one-eighth of one mile of a "Fault" delineated in the Public Record.

#### LIQUEFACTION

Liquefaction is a form of ground failure which occurs as a result of an earthquake when grains of soil become saturated. The soils become unstable and may behave as a liquid, causing sudden ground failure. Liquefaction can be particularly destructive to building foundations. Two common engineering practices to minimize these effects are to support buildings on piles driven through filled soils to bedrock or on "floating" foundations designed to shift with the altered soils. In San Mateo, the risk of liquefaction is highest on former baylands which were filled, which extends as far west as El Camino Real. Areas of particular concern in the former baylands include former sand beds or tidal channels. Site-specific geotechnical and engineering studies subject to review and approval by the City Engineer and Building Official are required for development proposed on sites as having moderate or high potential for ground failure.

**Reporting Standards:** "IN" shall be reported as will the more severe "Liquefaction Potential" rating ("High" or "Moderate") affecting any portion of the Property within the City Limits as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is within an area of Liquefaction Potential as delineated in the Public Record.

#### LANDSLIDE

Landslides can cause extensive damage to buildings, roadways or other property located on or below the landslide. Numerous landslides have been mapped within the City. Movement on landslides can result from periods of heavy rainfall, large earthquakes, or improper grading or drainage practices. Landsliding can also result where excavations (cut slopes) are made into hillsides. Erosion control measures are required for all development sites having landslide deposits.

**Reporting Standards:** "WITHIN" shall be reported if any portion of the Property is situated within 0.25 miles of one or more "Landslide Deposit" within the City Limits as delineated in the Public Record. (NOTE: The 0.25 mile proximity determination is applied because the Public Record depicts each Landslide Deposit as a uniform map symbol which does not indicate the dimensions, location, or potential movement direction of the landslide mass.) "NOT WITHIN" shall be reported if no portion of the Property is situated within 0.25 miles of a "Landslide Deposit" within the City Limits as delineated in the Public Record.

#### SLOPE STABILITY

Sudden slope failure is usually associated with heavy rainfall or a major earthquake. In the Bay Area, landslides most commonly occur on slopes greater than 15%. Grading activities which increase slope or alter drainage patterns often contribute to landslides. San Mateo's western hills are generally stable. Past known slope failures, which number over 50, have primarily occurred in the Laurelwood, Highlands and Country Club Heights areas. Although past landslides have caused property damage, no loss of life or dwellings has occurred. Site-specific geotechnical and engineering studies subject to review and approval by the City Engineer and Building Official are required for development proposed on sites as having moderate or high potential for ground failure.

**Reporting Standards:** "IN" shall be reported as will the more severe "Slope Failure Potential" rating ("High" or "Moderate") affecting any portion of the Property within the City Limits as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is within an area of Slope Failure Potential as delineated in the Public Record.

#### GROUND SHAKING

Past earthquakes have shown that often the underlying soil conditions pose a greater hazard to structures than the proximity to a fault. Ground shaking from an earthquake is amplified and lasts longer in unconsolidated or water saturated, soils such as bay mud, than in harder bedrock. Ground shaking can cause structural failure of buildings in moderate to severe earthquakes, particularly older structures built prior to the establishment of seismic safety standards in 1933. Masonry buildings are particularly vulnerable to the lateral motion of earthquakes unless properly reinforced. Concrete tilt-up buildings constructed prior to 1973 may also be vulnerable to structural damage due to ground shaking. Most steel and wood frame



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buildings, due to their lighter materials and seismic stability, have an excellent performance record. Beyond structural failure, building features including exterior parapets, ornamentation and large windows may be hazardous in the event of an earthquake. Other potentially dangerous effects of ground shaking may include separation of buildings from their foundations, falling furniture and suspended ceilings, and collapsed chimneys.

**Reporting Standards:** "IN" shall be reported as will the more/most severe Shaking Amplification during Earthquakes ("Extremely High", "Very High", "High", "Moderately High", "Moderate", "Moderately Low", "Low", or "Very Low") as delineated in the Public Record affecting any portion of the Property within the City Limits.

### FLOODING (STORMWATER DRAINAGE)

Storm water drains through San Mateo to the Bay via three distinct drainage basins -- the San Mateo Creek complex, North San Mateo complex, and the Marina Lagoon Complex, each composed of numerous stream channels, culverts, and storm drainage piping systems. The San Mateo Creek watershed located within City limits is fully urbanized and little additional runoff is anticipated from new development. The majorities of the remaining watersheds are conservation lands meant to protect the water quality of Crystal Springs Reservoirs and will remain undeveloped. The North San Mateo watershed complex is almost entirely urbanized with the exception of Sugarloaf Mountain, and little increase in runoff due to future development is anticipated. Control of erosion and impervious surfaces on Sugarloaf is important to reduce runoff into Laurel Creek. In the past, flooding has occurred at several locations within the Marina Lagoon drainage complex due to inadequate channel and storage capacities or blockages during storms. In the 1970's, Laurel Creek Dam was overtopped, flooding a substantial portion of the San Mateo Village neighborhood. In the 1980's, East Laurel Creek Dam was overtopped, damaging homes immediately downstream. San Mateo Village was also flooded in 1955, 1966 and 1982. Marina Lagoon was created from Seal Slough for flood control in the 1950's and deepened in 1965. Although heavy storm runoff never overtopped the Marina Lagoon levees, the water elevation rose to dangerous heights in 1974 and 1982. In 1984 the pump capacity at the Lagoon's entry into the Bay was increased to a maximum discharge capacity of 750,000 cubic feet per second, adequate to contain the 100-year storm and flooding in the Marina Lagoon drainage area.

**Reporting Standards:** "IN" shall be reported if any portion of the Property is within an "Inundation Area Due to 100-Year Peak Storm Water" within the City Limits as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is within an "Inundation Area Due to 100-Year Peak Storm Water" as delineated in the Public Record.

### LEEVE FAILURE

The City of San Mateo's levees are structurally stable, with the exception of approximately 1,000 feet of levee adjacent to the City of Foster City which are to be reconstructed in the near future (as of the date the General Plan was adopted). The probability of their failure is very low. However, failure could result from a major earthquake or severe storm conditions. Should a failure occur at high tide, property could be inundated up to an elevation of 4.7 feet (San Mateo datum/7.06 ft. NGVD), or a maximum water depth of about six feet in the lowest areas of the Shoreview neighborhood.

**Reporting Standards:** "IN" shall be reported if any portion of the Property within the City Limits is within the "Boundary of Potential Inundation Due to Bayfront Levee Failure" as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property within the City Limits is within the "Boundary of Potential Inundation Due to Bayfront Levee Failure" as delineated in the Public Record.

### OTHER HAZARDS

Six dams affect the City of San Mateo: Crystal Springs, San Andreas, Laurel Creek and East Laurel Creek (2), and Tobin Creek in Hillsborough. The areas of "Potential Inundation due to Laurel Creek Dam Failure" and "Potential Inundation due to Crystal Springs Dam Failure", as depicted in the Public Record, along with the potential inundation areas in the event of a failure of those other dams, are disclosed in the state-level discussion and disclosure of Area of Potential Flooding (Dam Inundation) in the preceding section of this Report.

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

### GROUND SETTLEMENT

Other geologic processes occur in San Mateo which may not be life-threatening, but nonetheless cause damage to property and the environment. Ground settlement results from the compaction of unconsolidated soils, causing buildings and foundations to crack, and utility lines to separate. In San Mateo, ground settlement typically occurs on filled baylands in the eastern portion of the City. Mitigating measures include proper soil compaction, construction methods such as pile driving or floating foundations, and allowance of settlement in the design of utilities.

**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 Limits.

### SOIL EROSION

Soil erosion and the resulting sedimentation of creeks and storm drains are natural processes which can be greatly accelerated by human activities such as grading, vegetation clearing and poorly engineered drainage systems. This problem is most critical in the western hills, and can be controlled through development restrictions and engineering techniques. Erosion control measures are required for all development sites where grading activities are occurring, including those having



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landslide deposits, past erosion problems, the potential for storm water quality impacts, or slopes of 15% or greater which are to be altered. Control measures shall retain natural topographic and physical features of the site if feasible.

**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 Limits.

### TSUNAMI & SEICHE

Tsunamis, or seismically generated sea waves, are rare in California due to the lack of submarine earthquake faults. An Alaskan generated tsunami would have to reach a height of at least 20 feet at the Golden Gate to overtop San Mateo's levees with a minimum runup of five feet at higher high tide. The highest tsunami affecting the area during the last 120 years had a height of 7.4 feet at the Golden Gate, causing a two-foot runup along the San Mateo shoreline. A seiche is an earthquake induced water wave in a confined body of water, such as swimming pools, water storage tanks, or reservoirs. Even in large bodies of water, seiches typically are less than one foot high. The potential for overtopping of Crystal Springs Reservoir is very remote and would not pose a flooding danger. There are approximately 20 water supply tanks in San Mateo, most of which are covered.

**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 Limits.

### FIRE

There are no Wildland fire hazards within City of San Mateo; however to the west of the City there are undeveloped portions of the western hills that are considered wildland fire hazards. These areas are subject to wildland type fires due to existing vegetation, particularly chaparral, the steep slopes and the temperate climate with dry summer months. During the past 27 years only one significant fire has occurred. It burned 20 acres in the Laurel Creek Canyon watershed and caused limited residential damage. Although recent fires have not occurred, these areas pose substantial risks to nearby residences and to the natural environment. All development adjacent to wildlands are required to provide fire retardant roofing materials, adequate site access, and fire breaks of at least 100 feet.

**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 Limits.

## END OF LOCAL AREA DISCLOSURES AND DISCUSSIONS SECTION





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### Part 3. Additional Property Specific Disclosures

#### FORMER MILITARY ORDNANCE SITE DISCLOSURE

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

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

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

#### COMMERCIAL OR INDUSTRIAL ZONING DISCLOSURE

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

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

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

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



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### AIRPORT INFLUENCE AREA DISCLOSURE

#### **DISCUSSION:**

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

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

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

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

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

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

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

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



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

**Property Address:** 2168 VISTA DEL MAR #6  
SAN MATEO, SAN MATEO COUNTY, CA 94404  
("Property")

**APN:** 109-070-060  
**Report Date:** 01/31/2020  
**Report Number:** 2607847

### AIRPORT NOISE DISCLOSURE

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

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

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

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

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

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



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### SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION DISCLOSURE

If any portion of the Property is within the jurisdiction of the Bay Conservation and Development Commission, the following Notice is required:

#### NOTICE OF SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION JURISDICTION

**This property is located within the jurisdiction of the San Francisco Bay Conservation and Development Commission. Use and development of property within the commission's jurisdiction may be subject to special regulations, restrictions, and permit requirements. You may wish to investigate and determine whether they are acceptable to you and your intended use of the property before you complete your transaction.**

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

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

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

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

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





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### CALIFORNIA ENERGY COMMISSION DUCT SEALING & TESTING REQUIREMENT

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

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

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

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

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

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

### COOLING AND HEATING ENERGY-EFFICIENCY ADVISORY

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

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



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### STATEWIDE RIGHT TO FARM DISCLOSURE

#### **DISCUSSION:**

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

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

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

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

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

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



## JCP-LGS Residential Resale Property Disclosure Reports

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

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## NOTICE OF MINING OPERATIONS DISCLOSURE

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

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

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

### Special Notes:

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

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

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

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



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### Part 4. General Advisories

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

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

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

**California Department of Justice Information Sources:**

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

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

**Local Information Locations For The Property:**

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

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

**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.





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

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

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

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

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

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

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

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

#### For More Information

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



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### METHAMPHETAMINE CONTAMINATED PROPERTY DISCLOSURE ADVISORY

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



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### MOLD ADVISORY

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

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

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

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



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### RADON ADVISORY

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

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

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

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

### ENDANGERED SPECIES ACT ADVISORY

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

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

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

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

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

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

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



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

**Property Address:** 2168 VISTA DEL MAR #6  
SAN MATEO, SAN MATEO COUNTY, CA 94404  
("Property")

**APN:** 109-070-060  
**Report Date:** 01/31/2020  
**Report Number:** 2607847

### ABANDONED MINES ADVISORY

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

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

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

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

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

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

### OIL & GAS WELL ADVISORY

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

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

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

#### For More Information

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





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### TSUNAMI MAP ADVISORY

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

These maps specifically contain the following disclaimer:

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

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

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

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

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

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

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



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### RESIDENTIAL FIREPLACE DISCLOSURE

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

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

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



## Property Tax Disclosure Report For SAN MATEO County

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# California Property Tax Disclosure Report

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."

## Part 1. Introduction and Summary

This Tax Report section discusses the results of an electronic search of specified government lists ("Databases") containing real property tax information concerning the Residential Property. This tax information is based on the County's Fiscal Year 2019-2020 Secured Property Tax Roll and other sources identified in the Report. To understand the information provided, please read this entire Report.

### Summary of Property Tax Determinations

The Residential Property:	IS	IS NOT	
A.		<b>X</b>	NOT SUBJECT TO a Mello-Roos Community Facilities District. <a href="#">33</a>
B.		<b>X</b>	NOT SUBJECT TO a 1915 Bond Act District. <a href="#">33</a>
C.		<b>X</b>	NOT SUBJECT TO a Property Assessed Clean Energy (PACE) Contract. <a href="#">33</a>
D.	<b>X</b>		SUBJECT TO one or more other direct assessments. <a href="#">35</a>
E.		<b>X</b>	NOT SUBJECT TO the State Responsibility Area Fire Prevention Fee (SRA Fee is suspended until 2031 by Assembly Bill 398 of 2017). <a href="#">39</a>

Determined by First American Professional Real Estate Services, Inc.

**THIS IS A DATABASE REPORT ONLY:** The tax information in this Report only provides data derived from the County Tax Assessor's and Treasurer's Databases ("Databases") identified in this Report unless specified otherwise in the Report. While JCP-LGS has made good faith efforts to report from the Databases as accurately as possible, the quality, accuracy, and currency ("Database Date") of the information contained in these Databases can vary greatly. For more information regarding a specific Database, please read Part 2 of this Report. By use of this Report, 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.***



## Property Tax Disclosure Report For SAN MATEO County

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

Special assessments, also referred to as direct or fixed assessments, are charges that are not based on the value of the property. These charges are levied to provide funding for services or improvements that directly benefit the property. Mello-Roos Community Facility Districts and 1915 Bond Districts are also classified as special assessments. 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.

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

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

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

**Database:** Secured Property Tax Roll

**Database Date:** FY 2019-2020

#### B. 1915 Bond Act Assessment Districts

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

**Database:** Secured Property Tax Roll

**Database Date:** FY 2019-2020

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

Property assessed clean energy (PACE) programs allow property owners to finance energy efficiency, water efficiency and renewable energy projects, and qualifying seismic and wildfire safety improvements, on residential and commercial structures through a voluntary special tax assessment on the property. PACE programs are offered by many city, county and regional planning agencies, and have repayment periods ranging from 5 to 20 years however some may be longer. **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 Program Contract documented in the county's Fiscal Year 2019-2020 Secured Property Tax Roll. 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.**

#### D. 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.**

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

Certain Mello-Roos Communities Facilities Districts or 1915 Bond Act Assessment Districts may have been formed and authorized but have not yet been funded. These Districts may not appear in this Report. However, the information regarding such



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districts may appear on your preliminary report issued by a title company. If the district is subsequently funded, the special taxes or assessments may then appear on future property tax bills for the Property.





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### Part 3. Current Property Tax Bill Summary

#### A. Summary of 2019-2020 Property Tax Bill

The following is a summary of Database information obtained from the SAN MATEO COUNTY Secured Property Tax Roll (Database) for Tax Year 2019-2020 ("Database Date"). This summary is provided for informational purposes only. The summary includes Ad Valorem taxes which are based on the property's Assessed Value as well as other Non- Ad Valorem Direct or Special Assessments. Upon transfer of ownership, the Assessed Value may be reset to the Current Market Value or Sale Price which may result in a substantial change in the Ad Valorem taxes assessed. Please see Parts 4 and 5 of this Report for more information regarding Ad Valorem taxes and Supplemental taxes.

Total Assessed Value:	\$266,004.00
1st Installment Due 11/01/2019	\$2,246.99
2nd Installment Due 02/01/2020	\$2,246.99
Total Annual Tax Liability	\$4,493.98

#### General Ad Valorem Taxes

AGENCY	DESCRIPTION	AMOUNT	CONTACT PHONE
SAN MATEO COUNTY	CITY OF SAN MATEO BOND	\$18.88	650-363-4500
SAN MATEO COUNTY	GENERAL TAX RATE	\$2,660.04	650-363-4500
SAN MATEO COUNTY	SM-FOSTER CITY ESD BOND	\$116.24	650-363-4500
SAN MATEO COUNTY	SAN MATEO UHSD BOND	\$102.41	650-363-4500
SAN MATEO COUNTY	SMCCD BOND	\$70.75	650-363-4500
<b>TOTAL AD VALOREM TAXES</b>		<b>\$2,968.32</b>	

#### Direct and/or Special Assessments

AGENCY	DESCRIPTION	AMOUNT	CONTACT PHONE
SM FCSD 1991&2003 PTAX	SERVICES DISTRICT	\$116.20	(650) 312-7777
CITY OF SAN MATEO	CITY OF SAN MATEO DISTRICT	\$1,041.54	(800) 676-7516
SOUTH BAYFRONT LEVEE ASMT	SPECIAL ASSESSMENT	\$52.46	(650) 363-4100
SAN FRANCISCO BAY RESTORATION AUTHORITY	MEASURE AA PARCEL TAX (CLEAN AND HEALTHY BAY)	\$12.00	(888) 508-8157
SAN MATEO-FOSTER CITY SCHOOL DISTRICT	MEASURE V 2018	\$298.00	(650) 312-7269
NPDES STORM DRAIN FEE	MAINTENANCE DISTRICT	\$1.72	(650) 599-1417
SAN MATEO COUNTY	SAN MATEO MOSQUITO ABATEMENT DISTRICT	\$3.74	(650) 344-8592
<b>TOTAL DIRECT ASSESSMENTS</b>		<b>\$1,525.66</b>	

#### B. Available Senior Citizen Exemptions

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

No Senior Citizen Exemptions listed as of the most recent update from the County.  
See Part 4B for additional information on other exemptions that may be available to Buyer.



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

Instantly and securely calculate estimated property taxes and supplemental taxes on our website (or manually calculate them below):

<https://orderform.fanhd.com/Order/TaxCalcForm?token=aaw4f2iXBS%2ftEKCjRJNz3Z0bqhRieiw66ILCBdW6Es7GCCzkm2nH67iMS7LKxfNqiVv76nh9ZLFRH1n4h4%2f6i2l8j5adjpundMRcEFPA%3d>

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

##### PROPERTY TAX ESTIMATOR

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

1	Estimated Sales Price.....	• 1	\$	
2	Estimated Ad Valorem Tax Rate.....	• 2		<b>0.01116</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>1,525.66</b>
5	Add lines 3 and 4. Total Estimated Annual Tax Amount After Sale.....	• 5	\$	

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

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

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

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

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

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

In order to determine if Buyer may qualify for any exemptions or exclusions or to obtain a comprehensive list of available exemptions and exclusions, please contact the county tax assessor's office (650-363-4500) or visit the county website at <https://www.smcacre.org/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)



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### Part 5. Supplemental Property Tax Information

#### A. General Information Regarding Supplemental Taxes

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

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

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

#### B. Supplemental Property Tax Disclosure

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

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

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

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

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

SAN MATEO County Assessor  
Phone: 650-363-4500  
Website: <https://www.smcacre.org/assessor>



## JCP-LGS Residential Resale Property Disclosure Reports

## Property Tax Disclosure Report For SAN MATEO County

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### C. Calculating Supplemental Taxes After Sale (ESTIMATE ONLY)

Instantly and securely calculate estimated property taxes and supplemental taxes on our website (or manually calculate them below):

<https://orderform.fanhd.com/Order/TaxCalcForm?token=aaw4f2iXBS%2ftEKCjRJNz3Z0bqhfRieiw66ILCBdW6Es7GCCzkm2nH67iMS7LKxfNqiVv76nh9ZLFRH1n4h4%2f6i2l8j5adjpundMRcEFPA%3d>

### SUPPLEMENTAL TAX ESTIMATOR

The following schedule is provided to estimate the potential amount of the supplemental taxes on a given property and does NOT include the amount of the regular annual ad valorem property tax. The following calculation provides an estimate of the supplemental property taxes that can be expected during the first year of ownership, and should be used for planning purposes only.

1	Estimated Sales Price.....	• 1	\$	_____
2	Estimated Current Assessed Value.....	• 2	\$	266,004.00
3	Subtract line 2 from line 1. Estimated Supplemental Assessed Value.....	• 3	\$	_____
4	Multiply line 3 by 0.01116 (the Estimated Ad Valorem Tax Rate for the Residential Property). Estimated Full-Year <b>Supplemental</b> Tax Obligation.....	• 4	\$	_____

**If the Sale Date for the Residential Property falls during the months of January through May, Buyer will receive TWO supplemental tax bills: (a) one for the current partial tax year; and (b) one for the next full tax year. The supplemental taxes can be estimated by completing lines 5 through 8 below:**

5	Enter the Month-of-Sale Factor from <b>TABLE 1</b> below.....	• 5	_____
6	Multiply line 4 by line 5. Estimated Supplemental Tax Bill # 1.....	• 6	\$ _____
7	Enter the amount on line 4. Estimated Supplemental Tax Bill # 2.....	• 7	\$ _____
8	Add lines 6 and 7. Total estimated Supplemental Tax Bill.....	• 8	\$ _____

**If the Sale Date for the Residential Property falls during the months of June through December, Buyer will receive ONE supplemental tax bill. The supplemental tax can be estimated by completing lines 9 and 10 below:**

9	Enter the Month-of-Sale Factor from <b>TABLE 2</b> below.....	• 9	_____
10	Multiply line 4 by line 9. Total estimated Supplemental Tax Bill.....	• 10	\$ _____

**TABLE 1. Month-of-Sale Factor**

<b>Jan</b>	0.4167
<b>Feb</b>	0.3333
<b>Mar</b>	0.2500
<b>Apr</b>	0.1667
<b>May</b>	0.0833

**TABLE 2. Month-of-Sale Factor**

<b>Jun</b>	1.0000
<b>Jul</b>	0.9167
<b>Aug</b>	0.8333
<b>Sept</b>	0.7500
<b>Oct</b>	0.6667
<b>Nov</b>	0.5833
<b>Dec</b>	0.5000

The information in this subparagraph C is an estimate only. The purpose of this "ESTIMATOR" is to assist Buyer in planning for the supplemental taxes. The estimated supplemental tax is not a substitute for the supplemental bill and may not be relied upon as such. This "ESTIMATOR" requires the Buyer's projection of the purchase price of the Residential Property as well as month in which the transaction will be consummated. Please note that potential exemptions and exclusions are not reflected in these estimations. JCP-LGS is not responsible or liable for any losses, liabilities or damages resulting from use of this Supplemental Tax Estimator.



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### Part 6. State Responsibility Area Fire Prevention Fee

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

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

The fire prevention activities supported by the fee will continue, but instead will be funded through a different State program – one aimed at curbing industrial emissions of carbon dioxide (also known as California's "cap-and-trade" program). For more information, please refer to the text of the Assembly bill at the following link:

[http://leginfo.ca.gov/faces/billNavClient.xhtml?bill\\_id=20170180AB398](http://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=20170180AB398)

### Part 7. Private Transfer Fee Advisory

**Private Transfer Fee.** This is a fee imposed by a private entity such as a property developer, home builder, or homeowner association, when a property within a certain type of subdivision is sold or transferred. (It is commonly known as a "Private Transfer Tax".) It is NOT the same as a city or county Documentary Transfer Tax. A Private Transfer Fee may apply in addition to government Documentary Transfer Taxes that are due upon sale or transfer of the Property.

**Transfer Fee Defined.** California Civil Code Section 1098 defines a "Transfer Fee".

**Effective January 1, 2008, if the payment of any Transfer Fee is required in the sale or transfer of the Property, Civil Code Section 1102.6e requires Seller to notify Buyer of the existence of the fee and to disclose certain specific information about the fee.**

**How to Determine the Existence of a Transfer Fee.** If a Transfer Fee does exist affecting the Property, the document creating the fee may be on file with the County Recorder as a notice recorded against the Property and should be disclosed in the preliminary (title) report on the Property. However, the preliminary (title) report will merely disclose the existence of the documents affecting title, not the content of the documents. The title of a document may also not be sufficient to disclose that a Transfer Fee is included in its terms. Accordingly Seller should (a) request the title company which issued the preliminary (title) report to provide copies of the documents shown as "exceptions," and (b) review each document to determine if it contains a Transfer Fee.

**Parties are advised that documents regarding any Transfer Fee should be obtained early in the sale process in order to avoid delays in the transaction process and to ensure full disclosure as required by law.**

**To determine if the Property is subject to a Transfer Fee, OBTAIN COPIES OF ALL OF THE EXCEPTIONS LISTED ON THE PRELIMINARY (TITLE) REPORT FROM THE TITLE COMPANY AND READ THEM TO DETERMINE IF ANY TRANSFER FEES ARE APPLICABLE.**

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





## Environmental Screening Report For SAN MATEO County

**Property Address:** 2168 VISTA DEL MAR #6  
SAN MATEO, SAN MATEO COUNTY, CA 94404  
("Property")

**APN:** 109-070-060  
**Report Date:** 01/31/2020  
**Report Number:** 2607847

# Environmental Screening Report

## Part 1. Introduction and Summary

The parties to the Transaction to which this Report applies ("Parties") are the owner ("Seller") of the Residential Property ("Property") on the Report Date, the buyer ("Buyer") of the Residential Property under contract of sale as of the Report Date, and their respective licensed real estate agents ("Agents"). Seller, Buyer and the Agents are sometimes referred to herein as "Party" or "Parties." JCP-LGS and the Parties are the parties to the contract that is entered into by the purchase of this Report.

**This Report discloses the results of an electronic search of specified federal and state level environmental-hazard record systems ("Databases") that are known to include contamination sites ("Sites").**

The Databases are searched for hazard Sites at standard distances from the Property. The standard search distance is not the same for all Databases, but depends upon the nature of the environmental hazard represented in the Database. JCP-LGS uses search distances that comply with the U.S. Environmental Protection Agency (EPA) "All Appropriate Inquiry" (AAI) standard for government records search (40 CFR Part 312.26) under the U.S. Small Business Liability Relief and Revitalization Act ("the Brownfields Law")

### POINT AND LINE SOURCE METHODOLOGY

This Report does not identify the precise areas actually contaminated by an environmental hazard; rather, as a reasonable approximation, it identifies "point sources" for contamination, such as a specific Site address where a leaking underground tank was recorded. The address does not precisely reflect the location of the source of contamination on the Site, nor will it indicate the potential spread of any contamination from that source. In addition, any point source that lies beyond the standard distance searched for each Database will not be reflected in this Report -- even if it is known to be the origin of a larger contaminated area. Point sources are included in this Report as of the time they are identified in the government Database consulted by the Company. Please note that the Gas Transmission and Hazardous Liquid Pipeline disclosure (in Part 4) is based on the Property's location with respect to "line sources" represented in that Database.

The perchlorate contamination plume that is known to have affected groundwater in parts of Morgan Hill, San Martin, and possibly Gilroy is an example of a hazard Study Area. The point source responsible for it, reported to be in Morgan Hill, has not yet been officially listed on a publicly-available government site list. For current information about that Study Area, please contact the Santa Clara Valley Water District Perchlorate Hotline at 1-888-Hey-Noah (1-888-439-6624).

**To understand the information provided, please read this entire Environmental Screening Report including Part 1 through Part 6. Information about a specific Database or standard search distance is provided in Part 5.**

## Part 2. Sites Identified in Environmental Records Search

A Site must have a complete address in order for its location to be known and its distance from the Property measured. Only Sites having a complete address in the Database searched are included in this section. Site "Distance" is the straight line distance in miles between the geocoded address (latitude and longitude) of the Site and the geocoded address of the Property. If the Public Record includes a Site that is within the standard distance searched for that Database category, then that Site is (1) listed as "Found" in the table below and at the beginning of this disclosure Report is (2) shown on the "Map of Sites Found" and (3) noted as "IN" in the "Summary of Environmental Screening Determinations" for the applicable Database category. JCP-LGS recommends further investigation of any Site(s) listed below.

Codes indicating the status of a Site are explained as follows:

**Open** = Site listed as undergoing clean-up, investigation, or referral to another agency; or as non-active, abandoned or absorbed but not closed or completed.

**Closed** = Site listed as clean-up completed, release secured, no further remedial action planned, case closed, or delisted.

**Active (or Inactive)** = Site facility listed as actively (or not actively) engaged in a type of activity regulated under RCRA.

**N/A** = Not Applicable - site listed as uncontaminated, or as using or storing hazardous substances.

**N/P** = Not Provided - site status not supplied on agency list used.

Found	None Found	Database Searched (with standard search distance)
	X	National Priorities List (Federal "Superfund" list) - 1 mile
	X	Federal Resource Conservation and Recovery Act (RCRA) - Corrective Actions List - 1 mile
	X	California State Response List (includes Active Annual Workplan, AWP, sites) - 1/2 mile



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X		California Spills, Leaks, Investigation and Cleanup (SLIC) List - 1/2 mile		
	Site Name	Address	Case No.	Status
	Waters Office Park	1, 2, 3 Waters Park Drive, San Mateo, CA 94403	T10000009018	Open
	PARKSIDE PLAZA CLEANERS	1870 S NORFOLK STREET, SAN MATEO, CA 94403	SL18348768	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
	BAYSIDE BUILDING MATERIALS	2075 SOUTH NORFOLK STREET, SAN MATEO, CA 94403	T0608191744	Closed
	FASHION ISLAND SHOPPING CTR	0 FASHION ISLAND, SAN MATEO, CA 94404	T0608100279	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 Part 5 of this Report and contact the agency responsible for maintaining that Database.**

### PART 3. Sites Missing Key Location Information

Many environmental hazard Sites in the Databases searched have incomplete or inaccurate address information. Those Sites cannot be precisely or reliably located and could potentially be anywhere in the Property's city, county, or state. They are, therefore, considered "unlocatable".

A sample of unlocatable sites that may be in the vicinity is listed below. A full list of ALL unlocatable California sites that include a zip code is available at the web address below:

[http://www.firstamprs.com/sites/default/files/Current\\_List\\_of\\_Unlocatable\\_Sites\\_by\\_Zip\\_Code.xlsx](http://www.firstamprs.com/sites/default/files/Current_List_of_Unlocatable_Sites_by_Zip_Code.xlsx)

Status codes for the unlocatable Sites are the same as noted above for the Sites "Found".



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

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

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

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

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

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

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

For a complete listing and explanation of well status codes, visit the following DOGGR web page:

<http://www.conservation.ca.gov/dog/maps/Pages/GISMapping2.aspx>

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



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### Part 5. NPMS Gas Transmission and Hazardous Liquid Pipelines Within 2,000 Feet of the Residential Property

Buyer is advised to carefully review the limitations of the Public Record noted below as to the important limitations regarding the National Pipeline Mapping System (NPMS) and the NPMS Public Map Viewer used for making this determination. For more information please visit the NPMS Public Map Viewer (<https://www.npms.phmsa.dot.gov/PublicViewer/>).

**EXPLANATION:** Proximity to a pipeline does not of itself indicate a safety risk. However, on September 9, 2010, a Pacific Gas and Electric (PG&E) natural gas transmission pipeline exploded in San Bruno, California, causing loss of life and extensive property damage. Following this incident much attention has focused on the presence of natural gas and hazardous liquid pipelines in the vicinity of residential neighborhoods. As a result, PG&E has notified residents and businesses within 2,000 feet of PG&E's natural gas transmission pipelines about their proximity.

This disclosure covers gas "transmission" and hazardous liquid pipelines only. It is important to note that every home that uses natural gas is connected to a gas "distribution" pipeline. Distribution pipelines are generally of smaller size and lower pressure than transmission pipelines. This disclosure does not include distribution pipelines nor is it meant to indicate there is no risk associated with distribution lines. While proximity to a pipeline does not of itself indicate a safety risk, excavation near a pipeline poses a definite hazard. For this reason, this disclosure includes an advisory about how to spot and avoid buried pipelines on and near a property.

The U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA) administers the national regulatory program to monitor the transportation of natural gas, liquefied natural gas (LNG), and hazardous liquids by pipeline. PHMSA and the U.S. Office of Pipeline Safety (OPS) maintain a database of pipeline information called the **National Pipeline Mapping System (NPMS)** in cooperation with other federal and state governmental agencies and the pipeline industry. The NPMS is created using data compiled from mandatory submissions to PHMSA made by operators of pipelines and LNG plants, and from voluntary submissions made by breakout tank operators. The data is processed by private contractors. Since 2002, transmission pipeline and LNG plant facility operators are required to update their submissions annually.

The PHMSA website provides a **Public Map Viewer** that allows the general public to view pipeline maps in one county at a time. The viewer displays maps and associated data identifying transmission pipelines, LNG plants, and breakout tanks stored in the NPMS database. The data include information about the pipeline commodity (e.g., natural gas or liquid fuel), pipeline operator, agency contact, etc. The Public Map Viewer can be accessed at the following address:  
<https://www.npms.phmsa.dot.gov/PublicViewer/>

This pipeline disclosure is based on a proximity search of the gas transmission pipelines and hazardous liquid pipelines depicted in NPMS Public Map Viewer at a scale of approximately 1:24,000. That map scale is the maximum resolution at which pipelines are displayed. At that map scale one inch on the map equals approximately 2,000 feet on the ground, which is the same scale as regulatory maps required for statutory natural hazard disclosure in California.

This pipeline disclosure is provided as an accommodation and is subject to the following **limitations in the Public Record:**

- Access to the original digital data in the NPMS database (on which the public maps are based) is restricted to federal, state, and local government agencies (including emergency responders). Pipeline operators are allowed access to their own pipeline data only.
- Pipeline locations in the NPMS database are accurate to plus or minus 500 feet.
- Neither the United States government nor any party involved in the creation and compilation of NPMS data and maps guarantees the accuracy or completeness of its product.
- Because the NPMS digital data are restricted from public access, any disclosure based on the NPMS Public Map Viewer may be subject to some positional inaccuracies in addition to those acknowledged by NPMS.
- Neither this disclosure nor NPMS data should ever be used as a substitute for calling "811" -- the federally-mandated "Call Before You Dig" one-call center -- prior to any digging project.

#### How to Spot a Pipeline Easement

**Read the Preliminary Title Report** A pipeline right-of-way is a strip of land over and around pipelines where some of the property owner's legal rights have been granted to a pipeline company. A right-of-way agreement between the pipeline company and the property owner is also called an easement and is usually filed in the public records with property deeds. Rights-of-way and easements provide a permanent, limited interest in the land that enables the pipeline company to operate, test, inspect, repair, maintain, replace, and protect one or more pipelines on property owned by others. The agreement may vary the rights and widths of the right-of-way, but generally, the pipeline company's right-of-ways extend 25 feet from each side of a pipeline unless special conditions exist.

**To determine if the Property includes a pipeline right-of-way or easement, OBTAIN COPIES OF ALL OF THE EXCEPTIONS LISTED ON THE PRELIMINARY (TITLE) REPORT FROM THE TITLE COMPANY AND READ THEM.**

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**Call Before You Dig - Every Time!** In 2000, the U.S. Department of Transportation and the utility industry created the Common Ground Alliance (CGA), a trade association to work with all industry stakeholders in an effort to prevent damage to underground utility infrastructure and ensure public safety and environmental protection. The result is the **"Call Before You Dig - 811 Service"**. Whether you are a homeowner or a professional excavator, every digging job requires a call to "811" - even small projects like planting trees or shrubs. If you hit an underground utility line while digging, you can harm yourself or those around you, disrupt service to an entire neighborhood and potentially be responsible for fines and repair costs. One call to 811 gets your underground utility lines marked for FREE.

**Signs of Buried Pipelines** Since pipelines are usually buried underground, line markers and warning signs like the ones shown here are used to indicate their approximate location along the pipeline route. The markers and signs are in high-visibility colors (yellow or orange) and are located at frequent intervals along the pipeline right-of-way. The markers can be found where a pipeline intersects a street, highway, railway, or waterway, and at other prominent points along the route. The markers display the material transported in the line, the name of the pipeline operator, and a telephone number where the operator can be reached in the event of an emergency. Pumping stations, tank farms, and cleared rights-of-way also help signal that a pipeline is located nearby.



Markers and warning signs only indicate the general location of a pipeline. They cannot be relied upon to indicate the exact position of the pipeline they mark. Also, the pipeline may not follow a straight course between markers. And, while markers are helpful in locating pipelines, they are limited in the information they provide. They provide no information, for example, about the depth or number of pipelines in the vicinity.

## EXPLANATION OF THE DATABASES USED IN THIS REPORT

This Report uses the following Databases as of the date specified:

### 1) NATIONAL PRIORITIES LIST ("NPL" - commonly called the "Superfund" list) as of 21 Feb 2019

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: <http://www.epa.gov/superfund/index.htm>

### 2) RESOURCE CONSERVATION & RECOVERY ACT--CORRECTIVE ACTION list ("RCRA-COR") as of 08 Jan 2020.

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.





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**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 02 Jan 2020.

The State Response list, a part of California's "Envirostor" database, identifies sites of confirmed hazardous materials releases where the Department of Toxic Substances Control ("DTSC") is involved in cleanup activities, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk, according to the DTSC. The State Response list includes the sites formerly contained in the "Active Annual Workplan (AWP)" list. Search Distance: 1/2 mile. Responsible Agency: State EPA/DTSC

**Public Record:** Sites listed as "State Response" under "Site\_Facility\_Type" in the EnviroStor Cleanup Sites database obtained from the Department of Toxic Substances Control. Please note that a given Site may have more than one record if the Site has more than one activity Status or EnviroStor ID assigned to it.

**For More Information:** Contact the State Environmental Protection Agency Department of Toxic Substances Control at: (916) 323-3400

### 4) SPILLS, LEAKS, INVESTIGATION & CLEANUP list ("SLIC") as of 07 Jan 2020.

The California SLIC Program oversees soil and water investigations, corrective actions, and assessments at Sites with current or historic unauthorized discharges and covers all types of pollutants (such as solvents, petroleum fuels, heavy metals, pesticides, etc.). As of January 1, 2005, all SLIC data is required to be submitted to the Geotracker database of the State Water Resources Control Board ("SWRCB"). Information on individual Sites may be available online at <http://geotracker.waterboards.ca.gov>. Please note that according to the SWRCB, "data is undergoing data cleanup and may contain errors". **Search Distance: 1/2 mile. Responsible Agency: SWRCB**

**Public Record:** Sites identified as "Cleanup Program Site" in the GeoTracker database obtained from the State Water Resources Control Board GeoTracker website.

**For More Information:** For details about a particular site, please visit GeoTracker at <http://geotracker.waterboards.ca.gov>. Using the Identifier tool and clicking on the site on the graphic map interface, you can access a report that includes the case number and contact telephone number for the agency with more information on this site. If you know case number, you may access the record using Case Finder at <http://geotracker.waterboards.ca.gov/search.asp>.

### 5) SOLID WASTE INFORMATION SYSTEM list ("SWIS") as of 12 Dec 2019.

Solid waste landfill sites vary from state to state and may include active landfills, inactive landfills, incinerators, transfer stations, recycling facilities, and other facilities where solid waste is treated or stored. The California Integrated Waste Management Board ("CIWMB") tracks such Sites via its Solid Waste Information System database. SWIS contains information on facility type, regulatory and operational status, type of wastes received, and local enforcement actions. Please note that these Sites are simply regulated facilities and are not classified as being "contaminated" by the Board. Search Distance: 1/2 mile. Responsible Agency: CIWMB

**Public Record:** Sites listed in the "SwisGis.txt" database obtained from the California Integrated Waste Management Board Solid Waste Information System website.

**For More Information:** Contact the Board's "Solid Waste Information Center" at (916) 341 6320 and ask for the Associate Waste Management Specialist who should be able to answer some limited general questions. For more information, please contact the CIWMB in Sacramento or visit <http://www.calrecycle.ca.gov/SWFacilities/Directory/search.aspx> on the Internet.

### 6) LEAKING UNDERGROUND STORAGE TANK list ("LUST") per GEIMS/GeoTracker Information Management System as of 07 Jan 2020.

The LUST database is also known as the "LUFT" database because it includes records of leaking underground fuel tanks. LUSTs may be a significant source of soil and groundwater contamination. The State Water Resources Control Board ("SWRCB") maintains a database of LUSTs known as the Leaking Underground Storage Tank Information System ("LUSTIS") which was recently supplanted by the statewide GEIMS/GeoTracker information management system. LUSTIS contains the locations of all reported LUSTs, as well as the contents and status of the LUSTs. Search Distance: 1/4 mile. Responsible Agency: SWRCB

**Public Record:** Sites identified as "LUST Cleanup Site" in the GeoTracker database obtained from the State Water Resources Control Board GeoTracker website.

**For More Information:** For general questions, telephone the State Water Resources Control Board's Clean Water Desk in Sacramento at (866) 480-1028. Information on specific Sites is available at [www.swrcb.ca.gov](http://www.swrcb.ca.gov) or visit their official Internet site at <http://geotracker.waterboards.ca.gov>.

### 7) CALIFORNIA STATEWIDE ALL WELLS DATABASE as of 16 Dec 2019.



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The California Division of Oil, Gas, and Geothermal Resources, California Department of Conservation ("DOC"), maintains a database of oil, gas and geothermal wells in the state. Of the approximately 230,000 wells identified in the All Wells Database, approximately 105,000 are still in use. The majority of remaining wells have been sealed under supervision of the DOGGR. A smaller number have been deserted and have no known responsible operator. **Search Distance: 1/4 mile. Responsible Agency: State Department of Conservation**

**Public Record:** Well locations listed in the Statewide All Wells Database obtained from the Department of Conservation, Division of Oil, Gas and Geothermal Resources.

**For More Information:** Contact the State Department of Conservation, Division of Oil, Gas and Geothermal Resources at: (916) 445-9686.

### 8) NATIONAL PIPELINE MAPPING SYSTEM (NPMS) GAS TRANSMISSION AND HAZARDOUS LIQUID PIPELINES as of 15 Nov 2018.

The National Pipeline Mapping System (NPMS) is a geographic information system (GIS) created by the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS) in cooperation with other federal and state governmental agencies and the pipeline industry. The NPMS is created using data compiled from mandatory submissions made by pipeline, LNG (Liquid Natural Gas) plant operators, and voluntary submissions made by breakout tank operators. The data is processed by private contractors. Neither the United States government nor any party involved in the creation and compilation of NPMS data and maps guarantees its accuracy or completeness. NPMS data should be considered no more accurate than +/- 500 feet and must never be used as a substitute for contacting the appropriate one-call center prior to digging. PHMSA restricts access to the NPMS to federal, state, and local government agencies (including emergency responders). Pipeline operators are allowed access to their own pipeline data only. NPMS Public Map Viewer (<https://www.npms.phmsa.dot.gov/PublicViewer/>) allows the general public to view available data one county at a time and at a limited zoom level in accordance with PHMSA's security policy. Search Distance: 2,000 feet. Responsible Agency: PHMSA

**Public Record:** Gas transmission pipelines and hazardous liquid pipelines as depicted on the NPMS Public Map Viewer at a scale of 1:24,000.

**For More Information:** To identify a specific pipeline owner/operator, please use the NPMS Public Map Viewer at the URL provided above. For policy and technical questions regarding NPMS, please contact PHMSA.

### WANT MORE INFORMATION?

There is no single government agency that handles information for all contaminated Sites. Multiple agencies are responsible for organizing clean-up efforts at different types of Sites. Each generally maintains files on the Sites they oversee with information on the type and extent of contamination, clean-up efforts etc. There is also the possibility that the file may have no additional information. For general information, refer to the discussions in this Report. If your question isn't answered there, call us here at JCP-LGS. We will try and answer them for you.

In the list of databases above, there is the name and telephone number of the agency overseeing that site. Agencies are limited to answering general questions. **NOTE!** Additional information on a site may be limited and the government agency you contact will not venture opinions.

### How to Obtain Generalized Environmental Information

Brochures published by the Environmental Protection Agency (EPA) are a good source of general information. County health departments may have a health and safety officer or a "hazmat" (hazardous materials) specialist that can answer general questions also. The telephone number for the local Department of Health should be listed in the telephone book.

- Environmental Protection Agency Drinking Water Hotline: **(800) 426-4791**
- Federal Environmental Protection Agency Public Information Office: **(866) 372-9378**
- California Environmental Protection Agency: **(916) 445-3846**

### BACKGROUND ABOUT ENVIRONMENTAL HAZARDS

JCP-LGS provides a consumer guide titled, "Guide to Environmental Hazards", as a supplement to this environmental Report. This "plain-English" supplement discusses and explains environmental hazards and what they mean for residential property transactions. The guide may be freely downloaded (as a PDF document) and printed from our website at the following address:

[http://www.firstamprsr.com/sites/default/files/jcp-lgs\\_residential\\_environmental\\_hazards\\_guide.pdf](http://www.firstamprsr.com/sites/default/files/jcp-lgs_residential_environmental_hazards_guide.pdf)



# JCP-LGS Residential Resale Property Disclosure Reports

## Terms and Conditions

**Property Address:** 2168 VISTA DEL MAR #6  
SAN MATEO, SAN MATEO COUNTY, CA 94404  
("Property")

**APN:** 109-070-060  
**Report Date:** 01/31/2020  
**Report Number:** 2607847

## TERMS and 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 Professional Real Estate Services, Inc., 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.
- 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 website, the www.disclosures.com website, the 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.

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



# JCP-LGS Residential Resale Property Disclosure Reports

## Terms and Conditions

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**Report Date:** 01/31/2020  
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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 2019-2020 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 2019-2020 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 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.





# JCP-LGS Residential Resale Property Disclosure Reports

## Terms and Conditions

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("Property")

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**Report Date:** 01/31/2020  
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- d. **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.
- e. **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;
- 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:





# JCP-LGS Residential Resale Property Disclosure Reports

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- 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.

**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.



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- 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:
- Registered U.S. mail, return receipt requested (postage prepaid);
  - Certified U.S. mail, return receipt requested (postage prepaid); or
  - 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 REPORT**

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

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

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

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



Fidelity National Title  
675 N. First Street, 4th Floor, San Jose, CA 95112

## Title Report

Fidelity National Title  
675 N. First Street, 4th Floor, San Jose, CA 95112

Escrow Officer: Christine Silvestri  
Email: christine.silvestri@fnf.com  
File No.: FSMO-1081902011-BD  
Escrow No.: FSMO-1081902011-CS

Property Address: 2168 Vista Del Mar # 6, San Mateo, CA

## Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Fidelity National Title LiveLOOK report, Click Here](#)

**Effortless, Efficient, Compliant, and Accessible**

Read & Approved P. 1-23	
DocuSigned by:	2/6/2020   10:03 PST
Seller <u>Ellen Nan Golden, Trustee</u>	Date
DocuSigned by:	2/5/2020   20:50 PST
Seller <u>Jonathan Golden, Trustee</u>	Date
Buyer <u>9D9AC5A612504C6...</u>	Date
Buyer	Date



# Fidelity National Title Company

## PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.*

*This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.*

*The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.*

***Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One 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.***

**Fidelity National Title Insurance Company**

By:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

Countersigned By:

\_\_\_\_\_  
Authorized Officer or Agent





Visit Us on our Website: [www.fntic.com](http://www.fntic.com)



# Fidelity National Title Company

**ISSUING OFFICE:** 675 N. First Street, 4th Floor, San Jose, CA 95112

**FOR SETTLEMENT INQUIRIES, CONTACT:**

Fidelity National Title Company  
939 Laurel Street, Suite D • San Carlos, CA 94070  
(650)631-6139 • FAX (650)802-0142

***Another Prompt Delivery From Fidelity National Title Company Title Department  
Where Local Experience And Expertise Make A Difference***

## PRELIMINARY REPORT

Title Officer: Blas Delgado  
Email: [Blas.Delgado@titlegroup.fntg.com](mailto:Blas.Delgado@titlegroup.fntg.com)  
Title No.: FSMO-1081902011-BD

Escrow Officer: Christine Silvestri  
Email: [christine.silvestri@fnf.com](mailto:christine.silvestri@fnf.com)  
Escrow No.: FSMO-1081902011 -CS

TO: Keller Williams Peninsula Estates  
1430 Howard Avenue  
Burlingame, CA 94010  
Attn: Debbie Sharp

**PROPERTY ADDRESS(ES):** 2168 Vista Del Mar # 6, San Mateo, CA

**EFFECTIVE DATE:** December 5, 2019 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A CONDOMINIUM, as defined in Sections 783 and 4125 of the California Civil Code, in fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Nancy Lynn Golden, Trustee FBO The Nancy Lynn Golden Revocable Trust DTD September 15, 2000

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

## EXHIBIT "A"

### Legal Description

For APN/Parcel ID(s): 109-070-060

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN MATEO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

BUILDING 42, UNIT 6, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "CONDOMINIUM PLAN (HEREINAFTER REFERRED TO AS THE "PLAN"), FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON MARCH 18, 1986, AS DOCUMENT NO. 86027952.

EXCEPTING, HOWEVER, THE FOLLOWING:

ANY PORTION OF COMMON AREA LOT 2 LYING WITHIN SAID UNIT.

EASEMENTS THROUGH SAID UNIT, APPURTENANT TO THE COMMON AREA AND ALL OTHER UNITS, FOR SUPPORT AND REPAIR OF THE COMMON AREA AND ALL OTHER UNITS.

EASEMENTS, APPURTENANT TO THE COMMON AREA, FOR ENCROACHMENT UPON THE AIR SPACE OF THE UNIT BY THOSE PORTIONS OF THE COMMON AREA LOCATED WITHIN THE UNIT.

PARCEL II:

TOGETHER WITH THE FOLLOWING APPURTENANT EASEMENTS;

- 1) NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS AND SUPPORT OF SAID PARCEL A THROUGH COMMON AREA (LOT 2) AND FOR REPAIR OF SAID PARCEL A THROUGH ALL OTHER UNITS AND THROUGH THE COMMON AREA.
- 2) AN EXCLUSIVE EASEMENT TO USE THE GARAGE AREA, "G42-6", AS SHOWN AND DEFINED ON THE PLAN.
- 3) AN EXCLUSIVE EASEMENT TO USE THE DECK AREA D42-6, AS SHOWN AND DEFINED ON THE PLAN.

PARCEL III:

AN UNDIVIDED 1/30TH INTEREST AS TENANT IN COMMON IN AND TO THE COMMON AREA LOT 2 AS SAID LOT 2 IS SHOWN ON THE MAP OF EDGEWATER ISLE UNIT NO. 2, PHASE II, WHICH MAP WAS RECORDED MARCH 25, 1985 IN BOOK 113 OF MAPS AT PAGES 7 AND 8, RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

EXCEPTING HOWEVER, THE FOLLOWING:

- 1) NON-EXCLUSIVE EASEMENTS, APPURTENANT TO ALL UNITS WITHIN SAID LOT 2, FOR INGRESS AND EGRESS, SUPPORT AND REPAIR; AND
- 2) EXCLUSIVE EASEMENTS APPURTENANT TO EACH UNIT, FOR USE OF THE PATIOS, BALCONIES, DECKS, GARAGES AND PARKING SPACES, AS SHOWN ON THE PLAN; AND
- 3) NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS WITHIN THE PRIVATE ROADS, FOR THE BENEFIT OF AND APPURTENANT TO ALL UNITS WITHIN LOTS 1 AND 3 OF SAID ABOVE MAP.

EXCEPTING AND EXCEPTING UNTO THE GRANTOR, ALL METALS, MINERALS, PETROLEUM, NATURAL

**EXHIBIT "A"**  
Legal Description  
(continued)

GAS AND OTHER HYDROBARBON SUBSTANCES IN AND UNDER SAID LAND, AND THAT MAY BE PRODUCED FROM A DEPTH BELOW 500 FEET BENEATH THE SURFACE THEREOF, WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE THEREOF.

PARCEL IV:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THOSE CERTAIN PRIVATE ROADS WITHIN LOTS 1 THROUGH 9 INCLUSIVE AS SAID ROADS AND LOTS ARE SHOWN ON THE MAP OF EDGEWATER ISLE UNIT NO. 1 (BOOK 111 OF MAPS AT PAGES 2 AND 3) AND LOTS 1 AND 3 AS SHOWN ON THE MAP OF EDGEWATER ISLE UNIT NO. 2, PHASE II, WHICH MAPS WAS RECORDED MARCH 25, 1985 IN [BOOK 113 OF MAPS AT PAGES 7 AND 8](#), RECORDS OF SAN MATEO COUNTY, CALIFORNIA, AS AND ONLY TO THE EXTENT THAT SAID EASEMENTS ARE SET FORTH AND DEFINED IN ARTICLE II SECTION 2.4C AND 2.5 OF THE ENABLING DECLARATION RECORDED AS DOCUMENT NO. 84000930.

JPN 214-028-042-06A

**AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

1. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 12-010  
Tax Identification No.: [109-070-060](#)  
 Fiscal Year: 2019-2020  
 1st Installment: \$2,246.99, Paid  
 2nd Installment: \$2,246.99, Open  
 Exemption: \$7,000.00  
 Land: \$81,895.00  
 Improvements: \$191,109.00  
 Personal Property: \$0.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

2. 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 occurring prior to Date of Policy.
3. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
4. Any adverse claim based upon the assertion that some portion of said Land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.
5. Rights and Easements for commerce, navigation and fishery.
6. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: January 4, 1984  
Recording No: [84000926, of Official Records](#)

**EXCEPTIONS**  
(continued)

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

7. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: January 4, 1984  
Recording No.: 84000928, of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or trust deed made in good faith and for value.

Modification(s) of said covenants, conditions and restrictions  
Recording Date: September 27, 2001  
Recording No.: 2001-152432, of Official Records

Liens and charges as set forth in the above mentioned declaration,

Payable to: Edgewater Isle Master Association

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Bell, a California Corporation  
Purpose: Communication facilities  
Recording Date: February 7, 1984  
Recording No.: 84014297, of Official Records  
Affects: Common Area

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Burton Zimmer and Helen A. Zimmer  
Purpose: Ingress and Egress  
Recording Date: August 28, 1984  
Recording No.: 84095136, of Official Records  
Affects: Common Area



**EXCEPTIONS**  
(continued)

10. The matters set forth in the document shown below which, among other things, contains or provides for: certain easements; liens and the subordination thereof; provisions relating to partition; restrictions on severability of component parts; and covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law

Recording Date: November 27, 1985  
Recording No.: 85127921, of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of a first mortgage or first deed of trust made in good faith and for value.

Modification(s) of said covenants, conditions and restrictions  
Recording Date: April 16, 1986  
Recording No.: 86039409, of Official Records

The provisions of said covenants, conditions and restrictions were extended to include the herein described Land by an instrument

Recording Date: March 13, 1986  
Recording No.: 86027953, of Official Records

Said CC&R's have been amended and restated by an Instrument.

executed by: Edgewater Isle Master Association  
Recorded: April 11th, 2007, Instrument No. 2007-055624, of Official Records

11. Non-exclusive easements over and through the common area for ingress, egress, public utility, enjoyment, support and repair of the common area and each unit, as provided in the above mentioned declaration and as disclosed by various deeds of record.

Affects: Common Area

**EXCEPTIONS**

(continued)

12. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment

Agency: The San Mateo Redevelopment Project Area

Recording Date: June 22, 2007

Recording No.: 2007-095409, of Official Records

13. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment

Agency: The City of Foster City Community Development Agency

Recording Date: July 2, 2007

Recording No.: 2007-100337, of Official Records

14. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

15. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**END OF EXCEPTIONS**

**NOTES**

- Note 1.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note 2.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:  
  
No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- Note 3.** The requirement that the complete and correct name(s) of the buyer(s) in this transaction be submitted to the Title Department at least 5 days prior to the close of Escrow.
- Note 4.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note 5.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116.2 indicating that the Land includes a condominium designated as unit 6 and known as 2168 Vista Del Mar # 6, San Mateo California to an Extended Coverage Loan Policy.
- Note 6.** The City of San Mateo imposes a transfer tax of \$5.00 per thousand, based on the full value of the property at the time a Deed of other transfer is recorded. This is in addition to the \$1.10 per thousand County transfer tax.
- Note 7.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 8.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

**NOTES**  
(continued)

- Note 9.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.
- Note 10.** The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 11.** The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

**END OF NOTES**



Inquire before you wire!

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## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

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

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>



**FIDELITY NATIONAL FINANCIAL  
PRIVACY NOTICE  
Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

**Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

**Personal Information.** FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

**Browsing Information.** FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

**How Personal Information is Collected**

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

**How Browsing Information is Collected**

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

**Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

### **When Information Is Disclosed**

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

### **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

#### **Information From Children**

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

#### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

#### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

#### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

#### **Accessing and Correcting Information; Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

## ATTACHMENT ONE

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

#### EXCLUSIONS FROM COVERAGE

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

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

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

## ATTACHMENT ONE (CONTINUED)

### CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

#### EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

#### LIMITATIONS ON COVERED RISKS

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

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<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 \$5,000.00 (whichever is less)	\$ 25,000.00
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

## **ATTACHMENT ONE (CONTINUED)**

### **2006 ALTA LOAN POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

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

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

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

#### **EXCEPTIONS FROM COVERAGE**

[Except as provided in Schedule B - Part II, [t]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

##### **[PART I**

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

##### **PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]



## **ATTACHMENT ONE (CONTINUED)**

### **2006 ALTA OWNER'S POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

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

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

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

#### **EXCEPTIONS FROM COVERAGE**

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

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

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

## **ATTACHMENT ONE (CONTINUED)**

### **ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)**

#### **EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

## Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

### **FNF Underwritten Title Companies**

CTC – Chicago Title Company  
CLTC – Commonwealth Land Title Company  
FNTC – Fidelity National Title Company  
FNTCCA – Fidelity National Title Company of California  
TICOR – Ticor Title Company of California  
LTC – Lawyer's Title Company

### **Underwritten by FNF Underwriters**

CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company

### **Available Discounts**

#### **CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC, FNTIC)**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within twelve (12) to thirty-six (36) months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

## PRELIMINARY REPORT TOP SHEET

Help us stay on top of your transaction!

### WILL ANY OF THE SITUATIONS AFFECT YOUR TRANSACTION?

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| Are your principals exchanging this property?                          | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Will your principals be using a power of attorney?                     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Are any of the parties in title deceased?                              | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Has there been a change in marital status?                             | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Will there be a new entity formed?<br>ie., partnership or corporation. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Are the sellers of this property non-residents of California?          | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Is there any recent construction or improvements?                      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

**If you answered "YES" to any of these questions,  
Please call your Escrow Officer.**

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| Do all parties signing document have valid<br>photo I.D. or drivers license? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|--|------------------------------|-----------------------------|

If "No", now is the time to apply for valid I.D.

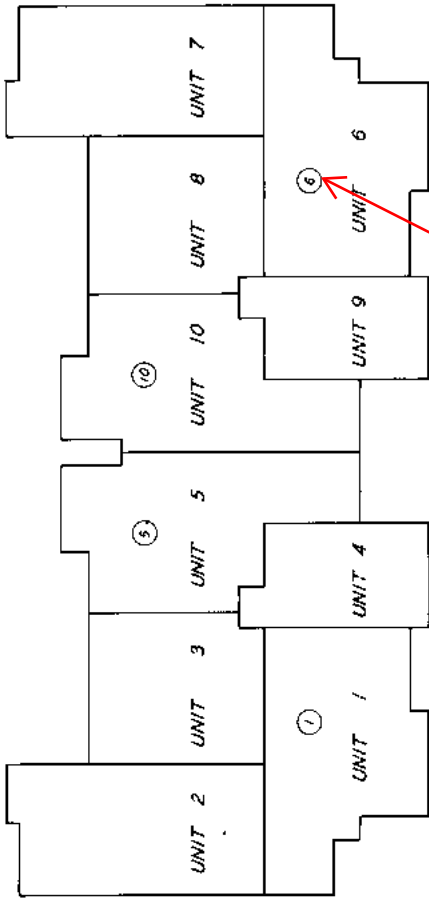
This is a "Quick List", call your Escrow Officer if you have additional information that you think may be important, or if you have any questions.

**Thank you for choosing  
Fidelity National Title Company**

109-7

NOT TO SCALE

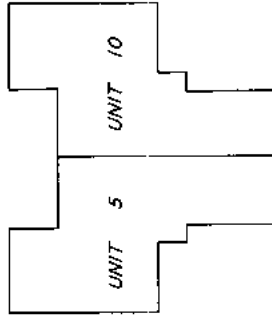
TAX CODE AREA



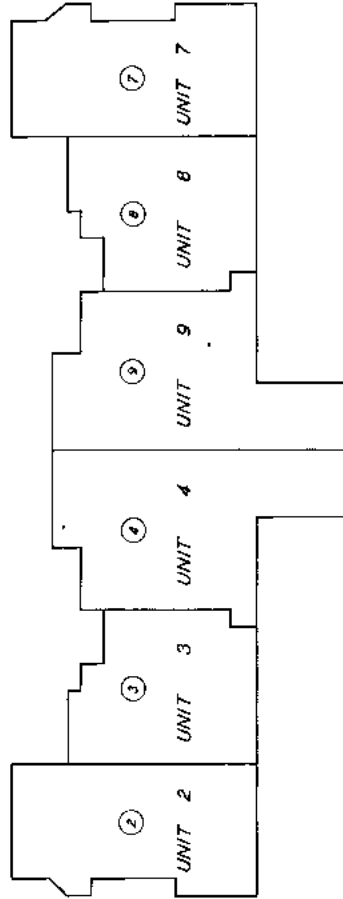
SECOND FLOOR

PIQ

070



THIRD FLOOR



FIRST FLOOR  
BUILDING 42

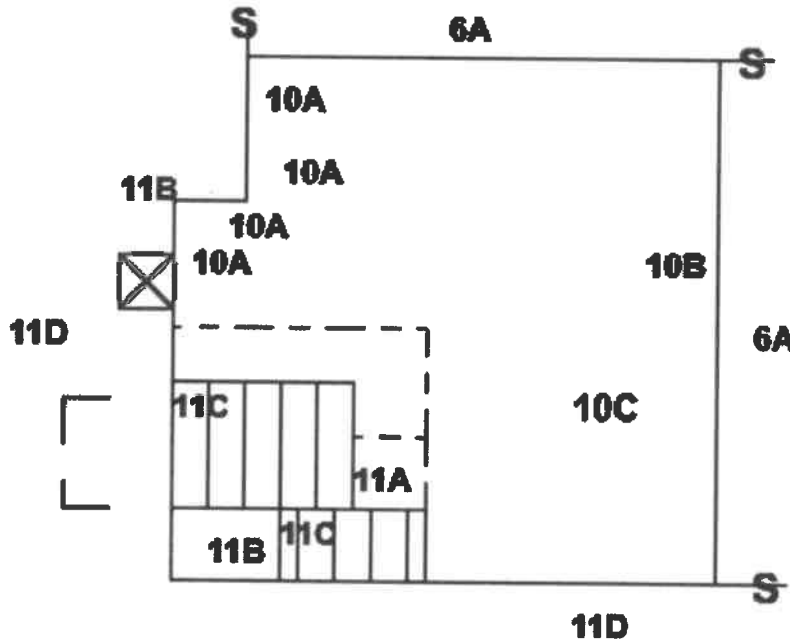
EDGEWATER ISLE SOUTH LOT 2 86027952

ASSESSOR'S MAP COUNTY OF SAN MATEO, CALIF.

4-85

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. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

**Diagram Not To Scale**



43M-41 (Rev. 04/2015)



**PREMIER TERMITE, INC**

Page 2 of 4 inspection report

2168	Vista Del Mar	San Mateo	CA	94403
Address of Property Inspected		City	State	ZIP
01/31/2020	35333			
Date of Inspection	Corresponding Report No.	Escrow No.		

**WHAT IS A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT? READ THIS DOCUMENT. IT EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL INSPECTION AND A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT.**

A Wood Destroying Pest & Organism Inspection Report contains findings as to the presence or absence of evidence of wood destroying pests and organisms in visible and accessible areas and contains recommendations for correcting any infestations or infections found. The contents of Wood Destroying Pest & Organism Inspection Reports are governed by the Structural Pest Control Act and regulations.

Some structures do not comply with building code requirements or may have structural, plumbing, electrical, mechanical, heating, air conditioning or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest & Organism Inspection Report does not contain information on such defects, if any, as they are not within the scope of the licenses of either this company, or it's employees.

The Structural Pest Control Act requires inspection of only those areas which are visible and accessible at the time of inspection. Some areas of the structure are not accessible to inspection, such as the interior of hollow walls, spaces between floors, areas concealed by carpeting, appliances, furniture or cabinets. Infestations or infections may be active in these areas without visible and accessible evidence. If you desire information about areas that were not inspected, a further inspection may be performed at an additional cost. Carpets, furniture or appliances are not moved and windows are not opened during a routine inspection.

**The exterior Surface of the roof was not inspected. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractor's State License Board.**

This company does not certify or guarantee against any leakage, such as (but not limited to) plumbing, appliances, walls, doors, windows, any type of seepage, roof or deck coverings. This company renders no guarantee, whatsoever, against any infection, infestation or any other adverse condition which may exist in such areas or may become visibly evident in such area after this date. Upon request, further inspection of these areas would be performed at an additional charge.

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.**

If requested by the person ordering this report, a re-inspection of the structure will be performed. Such requests must be within four (4) months of the date of this inspection. Every re-inspection fee amount shall not exceed the original inspection fee.

Wall paper, stain, or interior painting are excluded from our contract. New wood exposed to the weather will be prime painted, only upon request at an additional expense.

This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs.

**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 a right to seek a second opinion from another company.

This Wood Destroying Pest & Organisms Report **DOES NOT INCLUDE MOLD** or any mold like conditions. No reference will be made to mold or mold-like conditions. Mold is not a Wood Destroying Organism and is outside the scope of this report as defined by the Structural Pest Control Act. If you wish your property to be inspected for mold or mold like conditions, please contact the appropriate mold professional.

**PREMIER TERMITE, INC**

Page 3 of 4 inspection report

2168	Vista Del Mar	San Mateo	CA	94403
Address of Property Inspected		City	State	ZIP
01/31/2020	35333			
Date of Inspection	Corresponding Report No.	Escrow No.		

" 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 INFESTATION, INFECTION, OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OF INFECTION. SECTION II ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION OR INFECTION BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND. FURTHER INSPECTION ITEMS ARE DEFINED AS RECOMMENDATIONS TO INSPECT AREA(S) WHICH DURING THE ORIGINAL INSPECTION DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE THE INSPECTION AND CANNOT BE DEFINED AS SECTION I OR II."

**SECTION I:****10A - Other / Interior**

FINDING - Dry rot is present at various window sills at living room and bedrooms. RECOMMENDATION - Cut out all dry rotten wood and set new material. SECTION I ITEM.

**11A - Other / Exterior**

FINDING - Fungus damage is present at the roof fascia. RECOMMENDATION - Homeowner to HOA for repair. SECTION I ITEM.

**11B - Other / Exterior**

FINDING - Fungus damage is present at the siding and trim at exterior RECOMMENDATION - Homeowner to contact HOA to repair. SECTION I ITEM.

**11C - Other / Exterior**

FINDING - Dry rot is present at the front stair stringer. RECOMMENDATION - Homeowner to contact HOA to repair. SECTION I ITEM.

**SECTION II:****10B - Other / Interior**

FINDING - Cracked tiles noted at tub surround of bath. RECOMMENDATION - Homeowner to contact the proper trade for evaluation and correction/seal as needed. SECTION II ITEM.

**OTHER:****6A - Abutments**

FINDING - The attached units and garages were not inspected. No opinion is rendered in this area. RECOMMENDATION - Info Only

**10C - Other / Interior**

FINDING - Patch noted at ceiling in living room. RECOMMENDATION - Info Only

**11D - Other / Exterior**

FINDING - The exterior of the building was not fully inspected.  
RECOMMENDATION - Homeowner to contact HOA for info. Info Only

NOTE: IF DURING THE COURSE OF REPAIRS ON ITEMS 6A 10A 10B 10C 11A 11B 11C 11D DAMAGE OR INFESTATION EXTENDS INTO INACCESSIBLE AREAS, A SUPPLEMENTAL INSPECTION AND REPORT WILL BE ISSUED OUTLINING ANY FINDINGS, RECOMMENDATIONS, AND ADDITIONAL COSTS.

"Thank you for selecting our company 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.

**PREMIER TERMITE, INC**

Page 4 of 4 inspection report

2168	Vista Del Mar	San Mateo	CA	94403
Address of Property Inspected		City	State	ZIP
01/31/2020	35333			
Date of Inspection	Corresponding Report No.	Escrow No.		

State Law requires that you be given the following information:

""CAUTION - PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends on 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 (800-876-4766) and your pest control company immediately."

For further information contact any of the following:

Premier Termite - 650-726-7756

County Health Department - 650-573-2222

County Poison Control Center - 800-876-4766

County Agricultural Commissioner - 650-363-4700

Structural Pest Control Board - 800-737-8188 2005 Evergreen Street Suite 1500 Sacramento CA 95815-3831

FOR LINOLEUM, CARPETING, WOOD, LAMINATE, OR TILE SAMPLES, PLEASE VISIT OUR SHOWROOM (FLOORS TO GO) AT 116 NORTH CABRILLO HIGHWAY, HALF MOON BAY, OR CALL US AT (650)726-6386.

Poison Control Center

(800) 222-1222

Agricultural Department

(650) 363-4700

Health Department

(650) 573-2519

Structural Pest Control Board

(916) 561-8700

2005 Evergreen Street, Ste. 1500. Sacramento, CA 95815

**Premier Termite, Inc**

Page 1 of 1

**Po Box 266****Half Moon Bay CA 94019****(650) 726-7756****premier266@gmail.com Fax (650) 726-6383****WORK AUTHORIZATION****Report #: 35333****No work will be performed until a signed copy of this agreement has been received.**Address of Property : 2168 Vista Del MarCity: San MateoState/ZIP: CA 94403The inspection report of the company dated, 01/31/2020 is incorporated herein by reference as though fully set forth.

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 a total sum of \$ \_\_\_\_\_. This total amount is due and payable within 30 days from completion repair work and/or chemical application.

**THE COMPANY AGREES**

To guarantee all repair completed by this company for one year from date of completion except for caulking, grouting, or plumbing, which is guaranteed for a period of **ninety (90) days**. 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.

**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 1/2%) 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. Circle the items you wish performed by The Company, below and enter total amount above:

**NOTICE TO OWNER**

Under the California Mechanics Lien Law, any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

**ITEMS**

Prefix	Section I	Section II	Further Inspection	Other
6A	0.00	0.00	0.00	Info
10A	400.00	0.00	0.00	0.00
10B	0.00	Other Trade	0.00	0.00
10C	0.00	0.00	0.00	Info
11A	HOA	0.00	0.00	0.00
11B	HOA	0.00	0.00	0.00
11C	HOA	0.00	0.00	0.00
11D	0.00	0.00	0.00	Info
Total:	400.00	0.00	0.00	0.00
Grand Total:	400.00			

**Property Owner/Responsible Party Sign Name****Date****Mailing Address****Phone****Property Owner/Responsible Party Print Name****Email Address**

**INVOICE / STATEMENT****Premier Termite, Inc****Po Box 266**

Half Moon Bay CA 94019

(650) 726-7756

premier266@gmail.com Fax (650) 726-6383

Date: 02/03/2020

Report Number: 35333

Invoice Number: 35333-1

Escrow Number:

Property 2168 Vista Del Mar  
 Inspected: San Mateo, CA 94403

Bill To: Nancy Lynn Golden Revocable Trust  
 2168 Vista Del Mar  
 San Mateo, CA 94403  
 United States

Inspection: \$	300.00
Treatment: \$	0.00
Work: \$	0.00
<b>Invoice Total: \$</b>	<b>300.00</b>
Payments: \$	300.00
<b>Total Due: \$</b>	<b>0.00</b>

Description of Service

THANK YOU

RETAIN THIS COPY FOR YOUR RECORDS

All payments are due upon receipt. THANK YOU FOR YOUR BUSINESS.

CUT HERE

CUT HERE

CUT HERE

**INVOICE / STATEMENT****Premier Termite, Inc****Po Box 266**

Half Moon Bay CA 94019

(650) 726-7756

premier266@gmail.com Fax (650) 726-6383

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Payments: \$	300.00
<b>Total Due: \$</b>	<b>0.00</b>

Description of Service

THANK YOU

RETURN THIS COPY WITH REMITTANCE

All payments are due upon receipt. THANK YOU FOR YOUR BUSINESS.





**Arthur Bagirov**  
 Residential and Commercial Property Inspections  
 A Member of the Silicon Valley Inspection Group  
 www.SVInspectionGroup.com



**Scheduling: (408) 398-5550**  
**Contractor's License # 673098**      **Voice Mail: (408) 398-5550**  
**E-mail: figlimigli@sbcglobal.net**

### ORDER INFORMATION

<b>Inspection Date:</b> January 31, 2020	<b>Inspection Time:</b> 11:00 AM	<b>Report Number:</b> 013120
<b>Inspection Address:</b> 2168 Vista Del Mar #6		
<b>Inspection City:</b> San Mateo	<b>State:</b> CA	<b>Zip:</b> 94404 <b>Approx. Sq Ft:</b> 1,011
<b>Client's Name:</b> Nancy Golden Trust	<b>Listing Inspection:</b> <input checked="" type="checkbox"/> (Fee due within 90 days)	
<b>Agent's Name:</b> The Sharp Group	<b>Office:</b> Keller Williams Peninsula Estates	
<b>Phone:</b> (650) 766-5333	<b>E-mail:</b> Sharpies@TheSharpGroup.com	
<b>Amount:</b> \$535.00	<b>Add:</b>	<b>For:</b>
	<b>Billing Fee:</b>	<b>Total:</b> \$535.00

### MAKE CHECKS PAYABLE TO:

**Payee:** Arthur Bagirov  
**Amount:** \$535.00  
**Address:** 1593 Treviso Avenue  
**City:** San Jose  
**State:** CA    **Zip:** 95118

#### Read & Approved P. 1-28

DocuSigned by:	2/5/2020	20:50 PST
<b>Seller</b> Jonathan Golden, Trustee		
DocuSigned by:	2/6/2020	10:03 PST
<b>Seller</b> Ellen Nan Golden, Trustee		
DocuSigned by:		
<b>Buyer</b> 8214DC82AB54400...		
<b>Buyer</b>		

### BILLING INSTRUCTIONS

(Amount subject to Billing Fee unless paid on site)

**Paid on site?** ☒ Paid by check #920

**Escrow Company:**

**Escrow Number:**

**Officer:**

**Address:**

**City:**

**State:**      **Zip:**

**Phone:**

**Fax:**

**E-mail:**



View of the building. All directional references to left, right, front, or rear assume the reader is standing outside the inspected condominium unit, facing the front door.

<b>Date report sent by Mail:</b>	<b>Fax:</b>	<b>E-mail:</b> 2/1/20	<b>Delivered in person:</b>
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# SILICON VALLEY INSPECTION GROUP

Residential and Commercial Property Inspections

**1-408-398-5550**

**www.SVInspectionGroup.com**

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## PRELIMINARY COMMENTS

The home's components and systems, as outlined in the ASHI Standard of Practice, were inspected for visual signs of nonfunctional performance, significant deficiencies and unsafe conditions. The findings and recommendations are not intended as criticisms of the home, but as professional opinions regarding the conditions present.

Please note that in some homes there may be features and systems that may not conform to current building standards. While an attempt was identify potential safety hazards, we do not warrant that all non-conforming issues will be listed, as they may not have been a requirement at the time of original construction. The client should be aware that all homes need ongoing preventive maintenance in order to keep all aspects of the property in functional condition.

It is strongly recommended that any item noted for further evaluation should be evaluated before close of escrow by a properly licensed professional. Further evaluation PRIOR to the close of escrow is recommended so a properly licensed professional can evaluate our findings and inspect the remainder of the system or component(s) for additional concerns that mat be outside our area of expertise or the scope of our inspection. The inspector shall not be held liable for any item recommended for further evaluation if that item was not further evaluated as recommended.

It should be also be noted that, while the inspection was limited to the referenced townhouse or unit, the property is located within and is governed by a Homeowners Association with related CC&R's. I recommend thoroughly reviewing the Association's responsibilities, as well as consulting with the Association or Property Manager regarding the status of the reserve funding and maintenance programs.

## Silicon Valley Inspection Group

### SCOPE OF INSPECTION

If the client is the buyer, this report is not intended to be used by any third party, and the INSPECTOR shall not be accountable to any such third parties in any manner. If the report is a "Listing Inspection" for the seller, the report may be relied on (within the scope of the inspection described below), by both the seller and the buyer of the property from the seller upon execution of this agreement (Civil Code 1102.4c). The report is not intended to be distributed to any subsequent buyer of the property for reliance by the subsequent buyer, and the INSPECTOR is not accountable to such subsequent buyers in any manner.

The inspection is limited to the visible conditions of the property, and the purpose of this report is to provide the user an overview of the subject residence. The INSPECTOR can only spend a limited amount of time on each item and the report is thus limited in scope to only those items described herein, and only to the extent described in the Standards of Practice of the American Society of Home Inspectors (ASHI®), a copy of which is attached to the inspection report. The INSPECTOR will inspect the major structural and electrical / mechanical components for visual evidence of material defects and this report is not a statement of the code or permit complying condition of the property as only a governmental building inspector is authorized to determine the code permit complying condition of the property.

### CLAIMS PROCEDURE



It is hereby agreed and understood that should the client claim to discover that one or more aspects of the report is incorrect, the client agrees to notify the inspector before any corrective measures are undertaken, and further to allow a re-inspection by the INSPECTOR of the reported problem at no cost to the client. Should the INSPECTOR determine in the INSPECTOR'S sole discretion that a repair or replacement needs to be performed, the client agrees to allow the INSPECTOR the opportunity to effect said repair during the period of the client's possession of the property prior to initiating any mediation, arbitration or civil action. If there is a conflict regarding the wording of a report, the report kept at Silicon Valley Inspection Group shall prevail.

### ARBITRATION AGREEMENT

Any dispute between the client and the INSPECTOR arising out of the inspection or the resulting report shall be decided by neutral arbitration in accordance with Chapter 3, Title 9 of the California Code of Civil Procedures (C.C.P. 1282, et seq.) and not by court action except as provided by California law for judicial review of arbitration proceedings. The parties to any arbitration under this agreement shall have the discovery rights provided in California Code of Civil Procedure 1283.05. The arbitrator shall be a retired Superior Court judge, a licensed California Attorney with at least five years of real estate experience or home inspector with at least five years experience as defined in Business and Professional Code 7195 et seq. If the parties herein cannot agree upon an arbitrator, the Superior Court of the county in which the property is located shall appoint an arbitrator. The prevailing party in any arbitration under this Arbitration Agreement shall be entitled to recovery fees and costs incurred in the proceeding.

By signing below, you are specifically agreeing to the Scope of the Inspection, the Claims Procedure, and the Arbitration Agreement above, and all conditions as described above. You are agreeing to have any dispute decided by neutral arbitration as provided by California law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the California Code of Civil Procedure.

**IF THIS AGREEMENT IS NOT SIGNED BY ANY PARTY, THIS INSPECTION REPORT WILL CARRY NO WARRANTY OR GUARANTEE AS TO ITS CONTENTS, AND SHALL BE AS INFORMATION ONLY FOR THAT PARTY.**

SELLER:	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>    <small>9D9AC5A612504C6...</small> </div>	DATE: 12/13/2019   19:26 PST
BUYER:	_____	DATE: _____
INSPECTOR:		DATE: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>

---

## DEFINITIONS

The following are definitions of words likely to be used in this report when evaluating the condition of the elements of the house.

### **FUNCTIONAL CONDITION:**

As far as could be determined within the scope of this inspection, the item was in serviceable condition and functioned according to its purpose.

### **FAIR CONDITION:**

While not in excellent condition, the item performed according to reasonable expectations.

### **POOR CONDITION:**

While functioning, the item did not perform to reasonable expectations. Maintenance, repairs, or replacement may be needed at the present time, or in the near future.

### **NON-FUNCTIONING or RECOMMENDATION ITEMS:**

These items did not meet the minimum standards of the manufacturer, and immediate safety or structural concerns may be present. Examples include a leaking or damaged hot water heater, a substandard electrical panel, a leaking roof, or a broken chimney. Other items that are less integral to the major systems of the house, such as a broken window pane, a missing or broken door handle, or an inoperative water faucet may also be categorized as non-functioning or action items.

### **CODE COMPLIANCE ISSUES:**

This is not a code compliance inspection. Only the building department may determine the code status of any particular condition at the property. An item is only required to comply with the codes that were applicable at the time the house was built or remodeled. Items may sometimes be mentioned in the report that do not comply with current code requirements because of safety or other concerns. These items should be verified with the local building department for specific details and recommendations.

---

## HAZARDOUS MATERIALS

**This report does not include reporting on the presence of any environmental hazards including, but not limited to mold, asbestos, radon, lead, toxins, carcinogens, noise, and contaminants in soil, water, and air.**

**Nor does it include the effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances.**

**YOU ARE STRONGLY ADVISED TO REVIEW THE HANDBOOK “CALIFORNIA GUIDES TO ENVIRONMENTAL HAZARDS, EARTHQUAKE SAFETY, LEAD IN YOUR HOME AND ENERGY USAGE” PROVIDED TO YOU BY YOUR REALTOR.**

EXTERIOR I

*This inspection report covers only the inspected unit. Areas considered common to all of the units such as the roof and roof drainage systems, chimneys, stairs, hallways, exterior utility closets, and the exterior walls of the building(s) are not in the scope of this inspection. The Homeowners Association (HOA) should be consulted for information pertaining to these areas, and their maintenance and replacement schedules.*

Component Description:

EXTERIOR WALLS

- Hardboard siding • Stucco
- Wood trim

ROOF COMPONENTS

- Asphalt composition shingles
- Metal gutters and downspouts

CHIMNEY

- Wood framed flue chase

EXTERIOR WALL COVERING & TRIM:

The following observations and comments are for information only. The exterior specific to the inspected unit alone generally appeared to be in serviceable condition. However, evidence of moisture penetration and damage was noted at some of the siding boards, trim and fascia. Please note that a structural pest control inspection was performed by a third party at the time of inspection. Refer to the pest control report for locations, and related comments and repair recommendations. The Homeowners Association (HOA) should be consulted for information pertaining to these areas, and their maintenance and replacement schedules.

EXTERIOR DOORS:

The doors were tested to assure proper function. They appeared to be in serviceable condition unless otherwise noted below. The garage door opener had an automatic safety reverse mechanism installed; however, although functional, the garage door opener was outdated and lacked optical sensors. Please note that this means the garage door opener will only reverse after making contact with the obstruction, person or pet in the door path. Additionally, the garage door opener lacks a battery backup feature. The garage door opener should be scheduled for replacement in the near future.

WINDOWS:

There were single pane, sliding, casement and fixed windows in the inspected residence. All windows were tested and they operated normally. However, the window to the right of the fireplace and both bedroom windows were less than 24" above the floor, and the distance between the windows and the exterior grade was more than 72". For this type of condition, current safety standards require that the window sashes must be designed or modified to open no more than 4". This will help prevent children from falling out of the windows. The windows in the bedroom will still need to function as a secondary means of egress. Although this installation predates current requirements, I recommend consulting with a licensed specialty contractor to determine what corrective options are available. You may also wish to contact the Homeowner's Association regarding this item and to inquire if window upgrades are planned.

ROOF SYSTEM:

The following observations and comments are for information only. The building roof was not inspected. Report any roofing problems to the Homeowners Association (HOA).

CHIMNEY:

The following observations and comments are for information only. The visible areas of the chimney exterior appeared to be in serviceable condition. There was a spark arrester cap installed.

**Items Not Included:** This Section does not include the screening, shutters, or awnings.

## EXTERIOR I (continued)

### EXTERIOR I RECOMMENDATIONS:

1. There was evidence of moisture penetration and wood damage noted at the interior window sills of the windows to the right of the fireplace, and both bedroom windows. I recommend further evaluation by a licensed general contractor to determine and implement appropriate corrections. Please note that a structural pest control inspection was performed by a third party at the time of inspection. Refer to the pest control report for locations, and related comments and repair recommendations.
2. The front entry door was binding on the door threshold and should be adjusted.
3. The sliding glass door was difficult to operate and latch, possibly due to dirty and/or worn tracks and rollers. I recommend cleaning, maintenance, or repair as needed to improve operation.

**Component Description:**

- Asphalt
- Poured concrete

The following observations and comments are for information only. Generally, the asphalt and concrete flatwork at the inspected unit itself appeared to be in serviceable condition.

The following observations and comments are for information only. The patio waterproofing system was not accessible for evaluation since it was covered with a concrete or elastomeric coating. Generally the concrete stairs with wood framed railings appeared to be in serviceable condition. However, evidence of moisture penetration and damage was noted at some of the siding boards, railing cap and stringer. Please note that a structural pest control inspection was performed by a third party at the time of inspection. Refer to the pest control report for locations, and related comments and repair recommendations. The Homeowners Association (HOA) should be consulted for information pertaining to these areas, and their maintenance and replacement schedules.

The following observations and comments are for information only. There were no site abnormalities or drainage and vegetation issues that adversely affected the inspected residence. Area drainage should be observed during rainy periods and steps taken to eliminate any areas of standing water, and to direct surface flow away from the building's perimeter. Report any exterior drainage problems to the Homeowners Association (HOA).

## None noted.

7



ELECTRICAL SYSTEM

*This inspection report covers only the inspected unit. Areas considered common to all of the units such as the commercial style main electrical panels and other shared electrical components are not within the scope of this inspection. The Homeowners Association (HOA) should be consulted for information pertaining to these areas.*

Component Description:

MAIN PANEL RATING & LOCATION	• 400 amps • Commercial panel in the exterior closet
SERVICE VOLTAGE & MAIN DISCONNECT	• 120/240V • 100 amp circuit breaker for inspected unit
SUB PANEL LOCATION	• Loft
WIRING METHOD(S)	• Non-metallic cable • Conduit run
WIRING TYPE(S)	• Copper at 110V circuits • Stranded aluminum at 220V circuits
220V SERVICE LOCATIONS	• Main & Sub panels • Kitchen • Laundry closet

<p>ELECTRICAL PANEL(S) &amp; WIRING:</p> <p>The interior components, wiring, and overcurrent-protection devices (circuit breakers) of the sub panel were inspected. The circuit breaker sizes were consistent with the amperage ratings of the wires, and there were no double lugged circuit breakers. The main and sub electrical panels appeared to be properly grounded. Verify labeling of the main and sub panels upon occupying the house so that the power can be turned off quickly for maintenance or in an emergency. Any conditions found to be in need of attention are noted below.</p>
<p>LUMINAIRES, FANS, RECEPTACLES &amp; SWITCHES:</p> <p>A representative sample of the accessible outlets (we do not move furniture), luminaries, and switches was tested. All of the visible outlets in the house were three-prong type grounded outlets. Most of the tested fixtures, including GFCI protected outlets at the exterior, garage, kitchen and bathroom, responded normally. To assure proper function, GFCI outlets should be tested by pressing the test button once a month. Please be aware that an exterior outlet at the front porch and wall outlet in the garage were protected by GFCI protected outlet in the bathroom. For safety, GFCI outlets are recommended at all garage locations; however, none were installed at the garage vehicle door opener. Therefore, I recommend upgrading the garage ceiling outlet to GFCI protected outlet. A few switches did not seem to have a use and the seller should be consulted regarding their purpose (possibly switch operated outlets or switches intended for future use). Please note that some of the switches and/or outlets at the entry foyer and upstairs loft were removed, and had blank cover plates installed. Consult with the seller for further information regarding this item (it may be necessary to re-install outlets and switches to meet the current and future power needs, and to eliminate the use of extension cords).</p>
<p>ELECTRICAL RECOMMENDATIONS:</p> <p>The door bell didn't respond to its switch and may need to be replaced.</p>

**Items Not Included:** Remote control devices only if they provide primary control. Alarm and low voltage systems, and lights that are controlled by timers or photo-voltaic cells. Ancillary, network and communications wiring. Systems which are not part of the primary electrical power distribution system and solar power collection systems. Measuring of amperage, voltage, impedance or torque.

HEATING & A/C SYSTEM

**Items Inspected:** All installed heating equipment, including visible duct system components, vent systems and flues where readily accessible. Air conditioning equipment if present.

**Component Description:**

BRAND	ENERGY SOURCE AND HEATER TYPE	LOCATION
• Bryant	• Gas fired forced air furnace	• Loft closet
<p><b>PRIMARY HEAT SOURCE:</b> The furnace was tested and operated for about fifteen minutes. The metal vent connector and visible B-Vent appeared to be in serviceable condition. There was a fused system switch (SSU switch) installed for enhanced furnace blower motor protection. There was a gas sediment trap installed. According to its label, the furnace was manufactured in January 2012. Any conditions found to be in need of attention are noted below.</p>		
<p><b>DUCTS AND AIR FLOW:</b> Most of the ducts were located in the walls and ceilings, and were inaccessible for visual inspection. However, the air flow appeared to be acceptable at the air registers. The visible ducts in the furnace closet appeared to be reasonably insulated and in serviceable condition. Any conditions found to be in need of attention are noted below.</p>		
<p><b>HEATING AND COOLING RECOMMENDATIONS:</b> The furnace return air filter was dirty and incorrectly installed. Dirty and improperly installed air filters can cause poor system performance and increased energy costs, and premature wear to the system. Replace the air filter now and then every four to six months, or more frequently depending on system usage and/or air quality.</p>		

**Items Not Included:** Interiors of flues or chimneys not readily accessible, any heat exchanger, humidifier or dehumidifier, electronic or media air cleaners, solar space heating system, and window air conditioners. Determination of the adequacy and distribution balance of the heating and/or air conditioning system.

PLUMBING & WATER HEATING

*This inspection report covers only the interior water supply and related fixtures in the inspected unit. Areas considered common to all of the condominium units in the building such as the main plumbing and water heating systems, fuel distribution system, and other shared plumbing, drain, waste and vent components are not within the scope of this inspection. The Homeowners Association (HOA) should be consulted for information pertaining to these areas.*

Component Description:

WATER SUPPLY PIPING	• Copper		
MAIN WATER SUPPLY LINE	• Copper		
DRAIN, WASTE & VENT PIPING	• ABS plastic		
MAIN WATER SHUTOFF VALVE LOCATION:	• Exterior closet		
MAIN GAS SHUTOFF VALVE LOCATION:	• Exterior closet		
WATER HEATER BRAND	TYPE	CAPACITY	LOCATION
• GE	• Gas/FVIR	• 40 gallons	• Loft closet

WATER & GAS SUPPLY, AND WASTE LINES:  
Most of the water, gas and drain piping were located in the walls and ceilings, and were inaccessible for visual inspection. However, the water pressure appeared to be acceptable. The water pressure may drop when multiple fixtures are tested simultaneously in different locations. Additionally, the water pressure may vary at any time due to landscape irrigation and neighborhood usage.  
Please note that it appeared that a main sewer clean-out for the inspected condominium unit was located in the garage, and the seller should be consulted for more information regarding this item. A sewer clean-out is an access point to the wastewater piping that will allow a plumber to run an inspection camera through the sewer lateral pipe, as well as remove any clogs.  
In the event of an emergency, the gas may need to be turned off quickly. Attach an earthquake wrench to the meter so that it can be shut off in an emergency. Test the main gas shutoff valve and contact the local utility company if the valve is difficult to operate. The installation of an automatic earthquake actuated gas shutoff valve is recommended and should be considered.

WATER HEATER:  
The water heater was visually inspected for any conditions that may require correction or further evaluation. The water heater responded normally to its thermostat. According to its label, the water heater was manufactured in May 2013 (the typical life expectancy of an average water heater is about 8 to 10 years). The water heater was braced and strapped. The water heater had an electric bonding wire, a temperature and pressure relief (TPR) valve, and metal vent connector installed (common B-Vent with the furnace). Please note that the drain pipe for the water heater TPR valve was improperly terminated in the drip pan below the tank; however, this installation predates current requirements. The drip pan drain pipe was not visible due to a lack of access in the water heater closet. Any conditions found to be in need of attention are noted below.

PLUMBING RECOMMENDATIONS:  
  
There was no sediment trap provided in the gas supply piping at the water heater. A sediment trap is needed to help protect the water heater from damage, and should be installed ahead of its integral gas control valve.

**Items Not Included:** Clothes washer connections, and the operation of safety or shutoff valves. Wells, well pumps and water storage equipment. Water conditioning and solar water heating systems. Fire and lawn sprinkler systems, private waste disposal systems, and propane tanks. Adequacy or quality of the water supply.

KITCHEN

**Items Inspected:** Primary cooking equipment, garbage disposals, fixed dishwashers, and ventilation system if present. Countertops and a representative number of built-in cabinets.

Component Description:

BRAND	APPLIANCE TYPE
• Samsung	• Electric range with an anti-tip bracket
• Samsung	• Microwave oven with ductless ventilation fan
• Samsung	• Dishwasher with an air gap valve
• Moen	• Garbage disposal
• Samsung	• Freestanding refrigerator

**APPLIANCES:**  
The appliances listed above were visually inspected and checked for basic functionality. They appeared to be functional and serviceable unless otherwise noted below. Temperature and other types of exhaustive testing are not performed on the kitchen appliances. Please note that this inspection reflects only basic functionality at the time of inspection, but does not warrant future functionality. As information, the laundry closet was wired for electric clothes dryer usage only.

**SINK & PLUMBING:**  
The sink was tested, and the faucet and drain lines were inspected. They appeared to be functional and serviceable unless otherwise noted below. The water shutoff valves under the kitchen sink responded normally. Check under the kitchen and bathroom sinks once every month for possible leaking. Free up any stiff or stuck water shutoff valves and tighten the packing nuts as needed.

**SURFACES & CABINETS:**  
The floors, cabinets, countertops, walls, and ceilings were inspected. They appeared to be functional and serviceable unless otherwise noted below. We do not inspect for cosmetic damage.

**GENERAL COMMENTS:**  
Please note that there were no provisions for mechanical exhaust ventilation in the laundry closet. Although this installation may predate current standards, it has long been an industry standard that mechanical exhaust ventilation installed in the laundry closet may minimize condensation and odors associated with laundry washing and drying. Improvements are recommended and should be considered.

**KITCHEN RECOMMENDATIONS:**

1. There was a drip pan installed underneath the clothes washer and dryer to reduce the possibility of water damage to the floors, ceilings and walls should a leak occur. However, the pan was damaged (its front lip was bent flat) and should be repaired.
2. Substandard rubber P-trap and rubber coupling were used for part of the drain plumbing under the kitchen sink (please note that the P-trap was out of plumb and stretched, which is improper installation as well). I recommend replacement of the rubber drain components with properly installed plastic compression fittings as necessary.

**Items Not Included:** Water purification systems and filters, and instant hot water dispensers. Freestanding microwave ovens, appliances, trash compactors, refrigerators, clothes washers and dryers.

## BATHROOMS

**Items Inspected:** Sinks, toilets, tubs, shower and bath enclosures, faucets, visible drain lines, countertops, cabinets, flooring, and ventilation.

### **Component Description:**

#### **SINKS & FIXTURES:**

The sinks were filled, and the faucets and drain lines were tested. Any conditions found to be in need of attention are noted below. The water shutoff valves under the sinks responded normally.

#### **TOILET:**

The toilet was inspected and the flush mechanism was tested. They appeared to be functional and serviceable unless otherwise noted below. The water shutoff valve under the toilet responded normally.

#### **SHOWER & BATHTUB:**

The faucet was operated and the drain was tested. All of the visible bathroom surfaces were inspected. Any conditions found to be in need of attention are noted below.

#### **GENERAL COMMENTS & MAINTENANCE:**

Caulking around a tub or shower enclosure (especially at the floor line) should be examined regularly and properly renewed at the first signs of failure to help avoid possible water damage. Any voids noted in tile grout should also be properly corrected to help avoid water penetration and possible damage.

Our primary goal is to determine whether or not a component is in serviceable condition or is significantly deficient. Conditions related to appearance only, known as “cosmetic defects,” are not within the scope of this inspection, which includes but is not limited to the following: commonly occurring surface cracks in synthetic sinks, countertops, tubs and showers; deterioration of finishes on faucets, spouts, shower heads, drains and metal trim; failed silver backing on mirrors; chipped tiles; and natural variation in stone surfaces.

Please note that there were no provisions for mechanical exhaust ventilation in the bathroom. Although this installation may predate current standards, it has long been an industry standard that mechanical exhaust ventilation installed in the bathroom may minimize condensation. Improvements are recommended and should be considered.

#### **BATHROOMS RECOMMENDATIONS:**

1. Substandard rubber coupling was used for part of the drain plumbing under the left hand sink. Additionally, the sink drain was leaking. I recommend replacement of a rubber coupling with properly installed plastic compression fitting and other repairs as necessary.
2. Substandard rubber coupling and improperly installed plastic P-trap (reversed configuration) were used for part of the drain plumbing under the right hand sink. I recommend replacement of the rubber coupling with properly installed plastic compression fitting and other corrections as necessary.
3. The mechanical tub drain stopper was inoperable and should be repaired.
4. There was a gap between the tub spout and the wall in the bathroom. The tub spout flange should be caulked to help prevent water penetration behind the tub enclosure.
5. Some of the shower enclosure tiles under the tub/shower valve and at the right corner of the shower enclosure appeared to be cracked and/or loose (tapping on the tiles produced a hollow noise). I recommend further evaluation by a licensed general contractor to determine and implement appropriate corrections. Refer to the pest control report for related comments and repair recommendations.

**Items Not Included:** Spas, saunas, steam rooms, and associated water heating and filtering systems.

## INTERIOR

**Items Inspected:** Walls, ceilings, floors, stairways, and railings. Countertops and a representative number of cabinets and interior doors, fireplace(s), and placement of the smoke detectors.

**Component Description:**

**FLOOR COVERINGS** • Laminated flooring • Carpeting • Area rugs

**WALLS & CEILINGS** • Sheetrock

**FLOOR COVERINGS & STAIRWAYS:**

The visible floor coverings, and stairs, railings and handrails, were inspected for evidence of damage or other problems. They appeared to be in serviceable condition unless otherwise noted below. Please note that the spacing between some of the railing balusters was greater than 4 inches, which does not meet current standards and can be a hazard to small children. Upgrades are recommended and should be considered. We did not inspect under rugs or carpeting or for cosmetic damage, and we do not move furniture. No assessment of floor level was undertaken; however, there were sloping floors noted in the entry hallway area, kitchen and bedroom. These conditions may be due to overall building settling, construction tolerances and wood shrinkage.

**WALLS, CEILINGS & INTERIOR DOORS:**

The ceiling and wall surfaces, and interior doors were inspected for evidence of damage or other problems. They appeared to be in serviceable condition unless otherwise noted below. No cosmetic cracks were observed (it should be recognized that the unit was recently painted and previous cracks were likely repaired); however, most buildings in the Bay Area shift slightly each year due to the changing moisture content of the soil resulting from the winter rains. This shifting can cause cosmetic cracks in the sheetrock, especially around the door and window openings. Control of the roof runoff water can reduce the degree of this seasonal shifting and related cosmetic cracking. Please note that the “popcorn” texture on the walls and ceilings in the furnace and water heater closet may contain some asbestos fibers. See Hazardous Materials at the bottom of page 4 for important information. Please note that since the residence was staged at the time of the inspection, parts of the floors and walls in the interior could not be inspected, as visibility was obscured by furniture.

**FIREPLACE:**

The wood burning prefabricated fireplace with a gas log lighter was inspected for visible evidence of damage and/or other conditions that may need further evaluation or correction. While some typical cracks on the refractory lining were noted, the fireplace appeared to be in serviceable condition. The fireplace damper operated normally and had a damper clamp installed. The gas log lighter valve operated normally as well. Any conditions found to be in need of attention are noted below.

**SMOKE & CARBON MONOXIDE ALARMS:**

There were a combination smoke/CO (carbon monoxide) alarm installed in the bedroom hallway and smoke alarm in the bedroom. The client is strongly advised to check the installed alarms for safety before occupying the residence. Any conditions found to be in need of attention are noted below.

**INTERIOR RECOMMENDATIONS:**

1. The strike plate for the bathroom door needs to be adjusted so that the door will latch properly.
2. The penetration for the gas log lighter pipe in the fireplace was unsealed, and I recommend that it be sealed with heat resistant caulking for fire safety.
3. There was no hearth extension at the fireplace, which is needed to protect the combustible flooring from heat-related damage. I recommend correction by a licensed specialty contractor. Please note that most fireplace manufacturers require a minimum 16” deep by 46” wide hearth extension, constructed from a

**Items Not Included:** Window treatments, central vacuum systems and recreational facilities. Interiors of chimneys and flues, firescreens and doors, combustion devices and associated draft characteristics, and movement of any fireplace insert. Central fire alarm and fire sprinkler systems.



## INTERIOR (continued)

### INTERIOR RECOMMENDATIONS (continued from the previous page):

non-combustible material. Additionally, the hearth extension should extend a minimum of 8" beyond each side of the fireplace opening.

4. There were no smoke and carbon monoxide (CO) alarms installed at the loft. Current standards require smoke and CO alarms outside each separate sleeping area and on every level of the dwelling that has a fuel burning appliance, fireplace or attached garage. I recommend installing a combination smoke/CO alarm at the loft as necessary.

FOUNDATION & FRAMING

*This inspection report covers only the inspected unit. Areas considered common to all of the condominium units such as the foundation, floor, wall, ceiling and roof structure, sub area drainage and moisture conditions are not included in the scope of this inspection. The Homeowners Association (HOA) should be consulted for information pertaining to these areas, and their maintenance and replacement schedules.*

Component Description:

FOUNDATION TYPE	• Poured concrete slab-on-grade
FOUNDATION ANCHORS	• Anchors were not determined due to the type of construction
STRUCTURE FRAMING	• Wood platform framing

FOUNDATION AND FRAMING:  
The following observations and comments are for information only. The building foundation was not inspected. The garage slab floor was observed throughout its interior. While some tight cracks were noted, there was no visible evidence of unusual settlement to the garage slab-on-grade floor.  
Please note that due to the type of construction, bolts or anchors that secure the framing to the foundation were not visible. However, anchors were a requirement at the time of construction. In my professional opinion, suitable tiedowns were, most likely, installed when the building was built.

ATTIC:  
  
Not applicable.

INSULATION:  
There was no visible access to verify wall and ceiling insulation; however, thermal insulation is required in modern residential construction and is likely present in this structure.

FOUNDATION AND FRAMING RECOMMENDATIONS:  
  
None noted.

**Items Not Included:** This report does not include engineering or architectural services, and offers no opinion as to the strength or adequacy of any structural system or component. Only areas clearly visible are included.

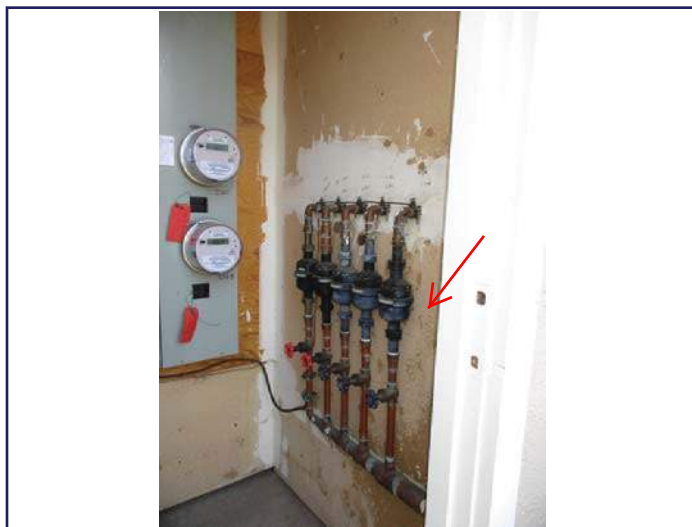
## PHOTOS PAGE I

**Photo 1**



Main electrical panel in the exterior closet to the right of the exterior stairs.

**Photo 2**



Main water shutoff valve in the exterior closet to the right of the exterior stairs.

**Photo 3**



Gas meter and main gas shutoff valve in the exterior closet to the left of the garages.

**Photo 4**



Main sewer clean out in the garage.

## PHOTOS PAGE II

**Photo 5**



Furnace and water heater at the upstairs loft closet.

**Photo 6**



Electrical sub panel at the upstairs loft

**Photo 7**



Improperly installed drain plumbing under the kitchen sink.

**Photo 8**



Improperly installed drain plumbing under the right bathroom sink.



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## PHOTOS PAGE III

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**Photo 9**



Unsealed tub spout flange.

**Photo 10**



The penetration for the gas log lighter pipe in the fireplace was unsealed.

## GENERAL COMMENTS

This inspection report covers only the unit that was inspected. Areas considered common to all of the units such as the roof, the main electrical panels, the main plumbing system, the foundation, the parking areas, the driveways and walkways, stairs, elevators, hallways, and the exterior walls of the building are not within the scope of this inspection. The Homeowners Association should be consulted for information pertaining to these areas.

This inspection was performed in accordance with the Standards of Practice of the American Society of Home Inspectors (ASHI), a copy of which is included in the Appendix of this report, and also available at [www.ashi.org](http://www.ashi.org). Please be sure to read Page 3 of this report and the Standards of Practice of ASHI, which delineate the areas and items that we inspect, and those which are excluded.

This inspection was performed for the seller. If the subsequent buyer of the property from the seller that contracted this inspection and report is relying on this inspection report for the purchase of this property; he/she must read, date, sign and return a copy of the Claims Procedure and Arbitration Agreement on Page 3 to the inspector, or the report will serve as "Information Only" to the buyer, with no Errors or Omissions warranties applicable to the inspection or report. Please e-mail a signed and dated copy of Page 3 before the close of escrow to A. Bagirov at [figlimigli@sbcglobal.net](mailto:figlimigli@sbcglobal.net).

Failures and leaks can sometimes develop between the time of the inspection and the close of escrow, which is the determining factor in why this report is not a guarantee or warranty. The buyer is obligated to exercise some due diligence in performing his or her own inspection of the property before the close of escrow (check appliances and fixtures, floor and wall finishes, etc. during a walk through).

This report contains relevant information throughout all sections and paragraphs. It is designed to work as a unit, connecting all the information of all areas of the property. The information provided herein is considered of importance to the client's transaction. The client(s) MUST read the report in its entirety and SHOULD NOT rely only on specific individual phrases or words of the report. This report is narrative, thus, all lines and sentences contain pertinent information. Failing to read the entire report and acting on the recommendations contained in it does not mean that the information on the property was not provided or disclosed by the inspector. Where comments and/or recommendations are given, the client(s) are solely responsible for acting on the information provided by deciding to have the deficiencies corrected, retrofitted, or left in the condition reported. Although I may give recommendations for repairs, I cannot enforce or require that the repairs or work be performed, as this is the responsibility of the client(s).

This report should not be considered or used as a repair bidding document, and a contractor so using it, must do so at his own risk. We recommend that all conditions be verified in the field. Any item or condition indicated in this report as being in need of further evaluation, correction, repair, or replacement should be examined on site by contractors or other specialists who are licensed and experienced in the appropriate fields. Please read through this entire report, review the ten photos, and call if you have any questions.

Sincerely,



Arthur Bagirov

California A General Engineering Contractor License # 673098

California B General Contractor License # 673098

California C36 Plumbing Contractor License # 673098

California C20 Warm-Air Heating, Ventilating and Air-Conditioning Contractor License # 673098

California HIC Home Improvement Certification Contractor License # 673098

ASHI Certified Inspector # 205556



# **THE STANDARD OF PRACTICE FOR HOME INSPECTIONS AND THE CODE OF ETHICS FOR THE HOME INSPECTION PROFESSION**



**AMERICAN  
SOCIETY  
OF HOME  
INSPECTORS**

[www.ashi.org](http://www.ashi.org)

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**HOME INSPECTION**

Home inspections were being performed in the mid 1950s and by the early 1970s were considered by many consumers to be essential to the real estate transaction. The escalating demand was due to a growing desire by consumers to learn about the condition of a house prior to purchase. Meeting the expectations of consumers required a unique discipline, distinct from construction, engineering, architecture, or municipal building inspection. As such, home inspection requires its own set of professional guidelines and qualifications. The American Society of Home Inspectors (ASHI) formed in 1976 and established the ASHI Standard of Practice for Home Inspections and Code of Ethics to help buyers and sellers make real estate transaction decisions based on accurate information.

**American Society of Home Inspectors**

As the oldest and most respected organization of home inspectors in North America, ASHI takes pride in its position of leadership. Its Membership works to build public awareness of home inspection and to enhance the technical and ethical performance of home inspectors.

**Standard of Practice for Home Inspections**

The ASHI Standard of Practice for Home Inspections guides home inspectors in the performance of their inspections. Subject to regular review, the Standard of Practice for Home Inspections reflects information gained through surveys of conditions in the field and of the consumers’ interests and concerns. Vigilance has elevated ASHI’s Standard of Practice for Home Inspections so that today it is the most widely-accepted home inspection guideline and is recognized by many government and professional groups as the definitive standard for professional performance.

**Code of Ethics for the Home Inspection Profession**

ASHI’s Code of Ethics stresses the home inspector’s responsibility to report the results of the inspection in a fair, impartial, and professional manner, avoiding conflicts of interest.

**ASHI Membership**

Selecting the right home inspector can be as important as finding the right home. ASHI Certified Inspectors have performed no fewer than 250 fee-paid inspections in accordance with the ASHI Standard of Practice for Home Inspections. They have passed written examinations testing their knowledge of residential construction, defect recognition, inspection techniques, and report-writing, as well as ASHI’s Standard of Practice for Home Inspections and Code of Ethics. Membership in the American Society of Home Inspectors is well-earned and maintained only through meeting requirements for continuing education.

**Find local ASHI Inspectors by calling 1-800-743-2744 or visiting the ASHI Web site at [www.ashi.org](http://www.ashi.org).**

# ASHI STANDARD OF PRACTICE FOR HOME INSPECTIONS

## 1. INTRODUCTION

The American Society of Home Inspectors®, Inc. (ASHI®) is a not-for-profit professional society established in 1976. Membership in ASHI is voluntary and its members are private home *inspectors*. ASHI's objectives include promotion of excellence within the profession and continual improvement of its members' *inspection* services to the public.

## 2. PURPOSE AND SCOPE

- 2.1** The purpose of this document is to establish a minimum standard (Standard) for *home inspections* performed by *home inspectors* who subscribe to this Standard. *Home inspections* performed using this Standard are intended to provide the client with information about the condition of inspected *systems* and *components* at the time of the *home inspection*.
- 2.2 The inspector shall:**
- A.** *inspect readily accessible*, visually observable, *installed systems* and *components* listed in this Standard.
  - B.** provide the client with a written report, using a format and medium selected by the *inspector*, that states:
    1. those *systems* and *components* inspected that, in the professional judgment of the *inspector*, are not functioning properly, significantly deficient, *unsafe*, or are near the end of their service lives,
    2. recommendations to correct, or monitor for future correction, the deficiencies reported in 2.2.B.1, or items needing *further evaluation* (Per Exclusion 13.2.A.5 the *inspector* is NOT required to determine methods, materials, or costs of corrections.),
    3. reasoning or explanation as to the nature of the deficiencies reported in 2.2.B.1, that are not self-evident,
    4. those *systems* and *components* designated for inspection in this Standard that were present at the time of the *home inspection* but were not inspected and the reason(s) they were not inspected.
  - C.** adhere to the ASHI® Code of Ethics for the Home Inspection Profession.
- 2.3** This Standard is not intended to limit the *inspector* from:
- A.** including other services or *systems* and *components* in addition to those required in Section 2.2.A.
  - B.** designing or specifying repairs, provided the *inspector* is appropriately qualified and willing to do so.
  - C.** excluding *systems* and *components* from the *inspection* if requested or agreed to by the client.

## 3. STRUCTURAL COMPONENTS

### 3.1 The inspector shall:

- A.** *inspect structural components* including the foundation and framing.
- B.** *describe*:
  1. the methods used to inspect *under-floor crawlspaces* and attics.
  2. the foundation.
  3. the floor structure.
  4. the wall structure.
  5. the ceiling structure.
  6. the roof structure.

### 3.2 The inspector is NOT required to:

- A.** provide *engineering* or architectural services or analysis.
- B.** offer an opinion about the adequacy of *structural systems* and *components*.
- C.** enter *under-floor crawlspace* areas that have less than 24 inches of vertical clearance between *components* and the ground or that have an access opening smaller than 16 inches by 24 inches.
- D.** traverse attic load-bearing *components* that are concealed by insulation or by other materials.

## 4. EXTERIOR

### 4.1 The inspector shall:

- A.** *inspect*:
  1. *wall coverings*, flashing, and trim.
  2. exterior doors.
  3. attached and adjacent decks, balconies, stoops, steps, porches, and their associated railings.
  4. eaves, soffits, and fascias where accessible from the ground level.
  5. vegetation, grading, surface drainage, and retaining walls that are likely to adversely affect the building.
  6. adjacent and entryway walkways, patios, and drive-ways.
- B.** *describe wall coverings*.

**4.2 The inspector is NOT required to inspect:**

- A.** screening, shutters, awnings, and similar seasonal accessories.
- B.** fences, boundary walls, and similar structures.
- C.** geological and soil conditions.
- D.** recreational facilities.
- E.** outbuildings other than garages and carports.
- F.** seawalls, break-walls, and docks.
- G.** erosion control and earth stabilization measures.

**5. ROOFING****5.1 The inspector shall:****A. inspect:**

- 1. roofing materials.
- 2. roof drainage systems.
- 3. flashing.
- 4. skylights, chimneys, and roof penetrations.

**B. describe:**

- 1. roofing materials.
- 2. methods used to inspect the roofing.

**5.2 The inspector is NOT required to inspect:**

- A.** antennas.
- B.** interiors of vent systems, flues, and chimneys that are not readily accessible.
- C.** other installed accessories.

**6. PLUMBING****6.1 The inspector shall:****A. inspect:**

- 1. interior water supply and distribution systems including fixtures and faucets.
- 2. interior drain, waste, and vent systems including fixtures.
- 3. water heating equipment and hot water supply systems.
- 4. vent systems, flues, and chimneys.
- 5. fuel storage and fuel distribution systems.
- 6. sewage ejectors, sump pumps, and related piping.

**B. describe:**

- 1. interior water supply, drain, waste, and vent piping materials.
- 2. water heating equipment including energy source(s).
- 3. location of main water and fuel shut-off valves.

**6.2 The inspector is NOT required to:****A. inspect:**

- 1. clothes washing machine connections.
- 2. interiors of vent systems, flues, and chimneys that are not readily accessible.
- 3. wells, well pumps, and water storage related equipment.
- 4. water conditioning systems.
- 5. solar, geothermal, and other renewable energy water heating systems.
- 6. manual and automatic fire extinguishing and sprinkler systems and landscape irrigation systems.
- 7. septic and other sewage disposal systems.

**B. determine:**

- 1. whether water supply and sewage disposal are public or private.
- 2. water quality.
- 3. the adequacy of combustion air components.

**C. measure water supply flow and pressure, and well water quantity.****D. fill shower pans and fixtures to test for leaks.****7. ELECTRICAL****7.1 The inspector shall:****A. inspect:**

- 1. service drop.
- 2. service entrance conductors, cables, and raceways.
- 3. service equipment and main disconnects.
- 4. service grounding.
- 5. interior components of service panels and subpanels.
- 6. conductors.
- 7. overcurrent protection devices.
- 8. a representative number of installed lighting fixtures, switches, and receptacles.
- 9. ground fault circuit interrupters and arc fault circuit interrupters.

**B. describe:**

1. amperage rating of the service.
2. location of main disconnect(s) and subpanels.
3. presence or absence of smoke alarms and carbon monoxide alarms.
4. the predominant branch circuit wiring method.

**7.2 The inspector is NOT required to:****A. inspect:**

1. remote control devices.
2. or test smoke and carbon monoxide alarms, security *systems*, and other signaling and warning devices.
3. low voltage wiring *systems* and *components*.
4. ancillary wiring *systems* and *components* not a part of the primary electrical power distribution system.
5. solar, geothermal, wind, and other renewable energy *systems*.

**B. measure amperage, voltage, and impedance.****C. determine the age and type of smoke alarms and carbon monoxide alarms.****8. HEATING****8.1 The inspector shall:****A. open readily openable access panels.****B. inspect:**

1. installed heating equipment.
2. vent *systems*, flues, and chimneys.
3. distribution *systems*.

**C. describe:**

1. energy source(s).
2. heating *systems*.

**8.2 The inspector is NOT required to:****A. inspect:**

1. interiors of vent *systems*, flues, and chimneys that are not *readily accessible*.
2. heat exchangers.
3. humidifiers and dehumidifiers.
4. electric air cleaning and sanitizing devices.
5. heating *systems* using ground-source, water-source, solar, and renewable energy technologies.
6. heat-recovery and similar whole-house mechanical ventilation *systems*.

**B. determine:**

1. heat supply adequacy and distribution balance.
2. the adequacy of combustion air *components*.

**9. AIR CONDITIONING****9.1 The inspector shall:****A. open readily openable access panels.****B. inspect:**

1. central and permanently installed cooling equipment.
2. distribution *systems*.

**C. describe:**

1. energy source(s).
2. cooling *systems*.

**9.2 The inspector is NOT required to:****A. inspect electric air cleaning and sanitizing devices.****B. determine cooling supply adequacy and distribution balance.****C. inspect cooling units that are not permanently installed or that are installed in windows.****D. inspect cooling systems using ground-source, water-source, solar, and renewable energy technologies.****10. INTERIORS****10.1 The inspector shall inspect:****A. walls, ceilings, and floors.****B. steps, stairways, and railings.****C. countertops and a representative number of installed cabinets.****D. a representative number of doors and windows.****E. garage vehicle doors and garage vehicle door operators.****F. installed ovens, ranges, surface cooking appliances, microwave ovens, dishwashing machines, and food waste grinders by using normal operating controls to activate the primary function.****10.2 The inspector is NOT required to inspect:****A. paint, wallpaper, and other finish treatments.****B. floor coverings.****C. window treatments.****D. coatings on and the hermetic seals between panes of window glass.**

- E. central vacuum *systems*.
- F. *recreational facilities*.
- G. *installed* and free-standing kitchen and laundry appliances not listed in Section 10.1.F.
- H. appliance thermostats including their calibration, adequacy of heating elements, self cleaning oven cycles, indicator lights, door seals, timers, clocks, timed features, and other specialized features of the appliance.
- I. operate, or confirm the operation of every control and feature of an inspected appliance.

## 11. INSULATION AND VENTILATION

### 11.1 The *inspector* shall:

- A. *inspect*:
  1. insulation and vapor retarders in unfinished spaces.
  2. ventilation of attics and foundation areas.
  3. kitchen, bathroom, laundry, and similar exhaust *systems*.
  4. clothes dryer exhaust *systems*.
- B. *describe*:
  1. insulation and vapor retarders in unfinished spaces.
  2. absence of insulation in unfinished spaces at conditioned surfaces.

### 11.2 The *inspector* is NOT required to disturb insulation.

## 12. FIREPLACES AND FUEL-BURNING APPLIANCES

### 12.1 The *inspector* shall:

- A. *inspect*:
  1. fuel-burning fireplaces, stoves, and fireplace inserts.
  2. fuel-burning accessories *installed* in fireplaces.
  3. chimneys and vent *systems*.
- B. *describe systems and components* listed in 12.1.A.1 and .2.

### 12.2 The *inspector* is NOT required to:

- A. *inspect*:
  1. interiors of vent *systems*, flues, and chimneys that are not *readily accessible*.
  2. fire screens and doors.
  3. seals and gaskets.
  4. automatic fuel feed devices.

5. mantles and fireplace surrounds.
  6. combustion air *components* and to determine their adequacy.
  7. heat distribution assists (gravity fed and fan assisted).
  8. fuel-burning fireplaces and appliances located outside the *inspected* structures.
- B. determine draft characteristics.
  - C. move fireplace inserts and stoves or firebox contents.

## 13. GENERAL LIMITATIONS AND EXCLUSIONS

### 13.1 General limitations

- A. The *inspector* is NOT required to perform actions, or to make determinations, or to make recommendations not specifically stated in this Standard.
- B. *Inspections* performed using this Standard:
  1. are not *technically exhaustive*.
  2. are not required to identify and to report:
    - a. concealed conditions, latent defects, consequential damages, and
    - b. cosmetic imperfections that do not significantly affect a *component's* performance of its intended function.
- C. This Standard applies to buildings with four or fewer dwelling units and their attached and detached garages and carports.
- D. This Standard shall not limit or prevent the inspector from meeting state statutes which license professional home inspection and home inspectors.
- E. Redundancy in the description of the requirements, limitations, and exclusions regarding the scope of the *home inspection* is provided for emphasis only.

### 13.2 General exclusions

- A. The *inspector* is NOT required to determine:
  1. the condition of *systems* and *components* that are not *readily accessible*.
  2. the remaining life expectancy of *systems* and *components*.
  3. the strength, adequacy, effectiveness, and efficiency of *systems* and *components*.
  4. the causes of conditions and deficiencies.
  5. methods, materials, and costs of corrections.
  6. future conditions including but not limited to failure of *systems* and *components*.
  7. the suitability of the property for specialized uses.



8. compliance of *systems* and *components* with past and present requirements and guidelines (codes, regulations, laws, ordinances, specifications, installation and maintenance instructions, use and care guides, etc.).
9. the market value of the property and its marketability.
10. the advisability of purchasing the property.
11. the presence of plants, animals, and other life forms and substances that may be hazardous or harmful to humans including, but not limited to, wood destroying organisms, molds and mold-like substances.
12. the presence of environmental hazards including, but not limited to, allergens, toxins, carcinogens, electromagnetic radiation, noise, radioactive substances, and contaminants in building materials, soil, water, and air.
13. the effectiveness of *systems installed* and methods used to control or remove suspected hazardous plants, animals, and environmental hazards.
14. operating costs of *systems* and *components*.
15. acoustical properties of *systems* and *components*.
16. soil conditions relating to geotechnical or hydrologic specialties.
17. whether items, materials, conditions and *components* are subject to recall, controversy, litigation, product liability, and other adverse claims and conditions.

**B. The *inspector* is NOT required to offer:**

1. or to perform acts or services contrary to law or to government regulations.
2. or to perform architectural, *engineering*, contracting, or surveying services or to confirm or to evaluate such services performed by others.
3. or to perform trades or professional services other than *home inspection*.
4. warranties or guarantees.

**C. The *inspector* is NOT required to operate:**

1. *systems* and *components* that are shut down or otherwise inoperable.
2. *systems* and *components* that do not respond to *normal operating controls*.
3. shut-off valves and manual stop valves.
4. *automatic safety controls*.

**D. The *inspector* is NOT required to enter:**

1. areas that will, in the professional judgment of the *inspector*, likely be dangerous to the *inspector* or to other persons, or to damage the property or its *systems* and *components*.
2. *under-floor crawlspaces* and attics that are not *readily accessible*.

**E. The *inspector* is NOT required to inspect:**

1. underground items including, but not limited to, underground storage tanks and other underground indications of their presence, whether abandoned or active.
2. items that are not *installed*.
3. *installed decorative* items.
4. items in areas that are not entered in accordance with 13.2.D.
5. detached structures other than garages and carports.
6. common elements and common areas in multi-unit housing, such as condominium properties and cooperative housing.
7. every occurrence of multiple similar *components*.
8. outdoor cooking appliances.

**F. The *inspector* is NOT required to:**

1. perform procedures or operations that will, in the professional judgment of the *inspector*, likely be dangerous to the *inspector* or to other persons, or to damage the property or its *systems* or *components*.
2. *describe* or report on *systems* and *components* that are not included in this Standard and that were not *inspected*.
3. move personal property, furniture, equipment, plants, soil, snow, ice, and debris.
4. *dismantle systems* and *components*, except as explicitly required by this Standard.
5. reset, reprogram, or otherwise adjust devices, *systems*, and *components* affected by *inspection* required by this Standard.
6. ignite or extinguish fires, pilot lights, burners, and other open flames that require manual ignition.
7. probe surfaces that would be damaged or where no deterioration is visible or presumed to exist.

## 14. GLOSSARY OF ITALICIZED TERMS

**Automatic Safety Controls** Devices designed and *installed* to protect *systems* and *components* from unsafe conditions

**Component** A part of a *system*

**Decorative** Ornamental; not required for the proper operation of the essential *systems* and *components* of a home

**Describe** To identify (in writing) a *system* and *component* by its type or other distinguishing characteristics

**Dismantle** To take apart or remove *components*, devices, or pieces of equipment that would not be taken apart or removed by a homeowner in the course of normal maintenance

**Engineering** The application of scientific knowledge for the design, control, or use of building structures, equipment, or apparatus

**Further Evaluation** Examination and analysis by a qualified professional, tradesman, or service technician beyond that provided by a *home inspection*

**Home Inspection** The process by which an *inspector* visually examines the *readily accessible systems* and *components* of a home and *describes* those *systems* and *components* using this Standard

**Inspect** The process of examining *readily accessible systems* and *components* by (1) applying this Standard, and (2) operating *normal operating controls*, and (3) opening *readily openable access panels*

**Inspector** A person hired to examine *systems* and *components* of a building using this Standard

**Installed** Attached such that removal requires tools

**Normal Operating Controls** Devices such as thermostats, switches, and valves intended to be operated by the homeowner

**Readily Accessible** Available for visual inspection without requiring moving of personal property, dismantling, destructive measures, or actions that will likely involve risk to persons or property

**Readily Openable Access Panel** A panel provided for homeowner inspection and maintenance that is *readily accessible*, within normal reach, can be opened by one person, and is not sealed in place

**Recreational Facilities** Spas, saunas, steam baths, swimming pools, exercise, entertainment, athletic, playground and other similar equipment, and associated accessories

**Representative Number** One *component* per room for multiple similar interior *components* such as windows and electric receptacles; one *component* on each side of the building for multiple similar exterior *components*

**Roof Drainage Systems** *Components* used to carry water off a roof and away from a building

**Shut Down** A state in which a *system* or *component* cannot be operated by *normal operating controls*

**Structural Component** A *component* that supports non-variable forces or weights (dead loads) and variable forces or weights (live loads)

**System** A combination of interacting or interdependent *components*, assembled to carry out one or more functions

**Technically Exhaustive** An investigation that involves *dismantling*, the extensive use of advanced techniques, measurements, instruments, testing, calculations, or other means

**Under-floor Crawl Space** The area within the confines of the foundation and between the ground and the underside of the floor

**Unsafe** A condition in a *readily accessible, installed system* or *component* that is judged by the *inspector* to be a significant risk of serious bodily injury during normal, day-to-day use; the risk may be due to damage, deterioration, improper installation, or a change in accepted residential construction practices

**Wall Covering** A protective or insulating layer fixed to the outside of a building such as: aluminum, brick, EIFS, stone, stucco, vinyl, and wood

**Wiring Method** Identification of electrical conductors or wires by their general type, such as non-metallic sheathed cable, armored cable, and knob and tube, etc.



## ASHI<sup>®</sup> CODE OF ETHICS

For the Home Inspection Profession

Integrity, honesty, and objectivity are fundamental principles embodied by this Code, which sets forth obligations of ethical conduct for the home inspection profession. The Membership of ASHI has adopted this Code to provide high ethical standards to safeguard the public and the profession.

Inspectors shall comply with this Code, shall avoid association with any enterprise whose practices violate this Code, and shall strive to uphold, maintain, and improve the integrity, reputation, and practice of the home inspection profession.

**1. Inspectors shall avoid conflicts of interest or activities that compromise, or appear to compromise, professional independence, objectivity, or inspection integrity.**

- A. Inspectors shall not inspect properties for compensation in which they have, or expect to have, a financial interest.
- B. Inspectors shall not inspect properties under contingent arrangements whereby any compensation or future referrals are dependent on reported findings or on the sale of a property.
- C. Inspectors shall not directly or indirectly compensate realty agents, or other parties having a financial interest in closing or settlement of real estate transactions, for the referral of inspections or for inclusion on a list of recommended inspectors, preferred providers, or similar arrangements.
- D. Inspectors shall not receive compensation for an inspection from more than one party unless agreed to by the client(s).
- E. Inspectors shall not accept compensation, directly or indirectly, for recommending contractors, services, or products to inspection clients or other parties having an interest in inspected properties.
- F. Inspectors shall not repair, replace, or upgrade, for compensation, systems or components covered by ASHI Standards of Practice, for one year after the inspection.

**2. Inspectors shall act in good faith toward each client and other interested parties.**

- A. Inspectors shall perform services and express opinions based on genuine conviction and only within their areas of education, training, or experience.
- B. Inspectors shall be objective in their reporting and not knowingly understate or overstate the significance of reported conditions.
- C. Inspectors shall not disclose inspection results or client information without client approval. Inspectors, at their discretion, may disclose observed immediate safety hazards to occupants exposed to such hazards, when feasible.

**3. Inspectors shall avoid activities that may harm the public, discredit themselves, or reduce public confidence in the profession.**

- A. Advertising, marketing, and promotion of inspectors' services or qualifications shall not be fraudulent, false, deceptive, or misleading.
- B. Inspectors shall report substantive and willful violations of this Code to the Society.