

# 1120 N 3<sup>rd</sup> St (San Jose)

## Acknowledgment of Receipt of Disclosures

### Disclosures included in Disclosure Packet:

1. Seller Disclosures
2. Preliminary Title Report
3. JCP (Environmental and Natural Hazards) Report (dated 2/4/20)
4. Property Inspection Report (from "AAA Inspections", dated 1/31/20)
5. Termite Inspection Report (from "The Terminators, Inc.", dated 1/29/20)
6. California Combined Hazards Guides + HERs Booklet

Buyer(s) have received and reviewed all of the above disclosures (provided by the listing agent) for 1120 N 3<sup>rd</sup> St (San Jose) prior to submitting their offer for this property.

Buyer \_\_\_\_\_

Buyer \_\_\_\_\_



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF San Jose, COUNTY OF Santa Clara, STATE OF CALIFORNIA, DESCRIBED AS 1120 N 3rd St, San Jose, CA 95112-4937

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

**I. COORDINATION WITH OTHER DISCLOSURE FORMS**

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

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

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
- Additional inspection reports or disclosures: \_\_\_\_\_

**II. SELLER'S INFORMATION**

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

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

Seller  is  is not occupying the property.

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

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Range                     | <input type="checkbox"/> Wall/Window Air Conditioning                              | <input type="checkbox"/> Pool:   |
| <input checked="" type="checkbox"/> Oven                      | <input checked="" type="checkbox"/> Sprinklers                                     | <input type="checkbox"/> Child Resistant Barrier   |
| <input checked="" type="checkbox"/> Microwave                 | <input checked="" type="checkbox"/> Public Sewer System                            | <input type="checkbox"/> Pool/Spa Heater:  |
| <input checked="" type="checkbox"/> Dishwasher                | <input type="checkbox"/> Septic Tank   | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric            |
| <input type="checkbox"/> Trash Compactor                      | <input type="checkbox"/> Sump Pump   | <input checked="" type="checkbox"/> Water Heater:  |
| <input checked="" type="checkbox"/> Garbage Disposal          | <input checked="" type="checkbox"/> Water Softener                                 | <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups      | <input checked="" type="checkbox"/> Patio/Decking                                  | <input checked="" type="checkbox"/> Water Supply:  |
| <input checked="" type="checkbox"/> Rain Gutters              | <input type="checkbox"/> Built-in Barbecue   | <input checked="" type="checkbox"/> City <input type="checkbox"/> Well                                   |
| <input type="checkbox"/> Burglar Alarms                       | <input type="checkbox"/> Gazebo  | <input type="checkbox"/> Private Utility or  |
| <input checked="" type="checkbox"/> Carbon Monoxide Device(s) | <input checked="" type="checkbox"/> Security Gate(s)                               | Other _____  |
| <input checked="" type="checkbox"/> Smoke Detector(s)         | <input checked="" type="checkbox"/> Garage:  | <input checked="" type="checkbox"/> Gas Supply:  |
| <input type="checkbox"/> Fire Alarm                           | <input type="checkbox"/> Attached <input checked="" type="checkbox"/> Not Attached | <input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank)                      |
| <input type="checkbox"/> TV Antenna                           | <input type="checkbox"/> Carport   | <input checked="" type="checkbox"/> Window Screens   |
| <input checked="" type="checkbox"/> Satellite Dish            | <input checked="" type="checkbox"/> Automatic Garage Door Opener(s)                | <input type="checkbox"/> Window Security Bars  |
| <input type="checkbox"/> Intercom                             | <input checked="" type="checkbox"/> Number Remote Controls <u>2</u>                | <input type="checkbox"/> Quick Release Mechanism on  |
| <input checked="" type="checkbox"/> Central Heating           | <input type="checkbox"/> Sauna   | Bedroom Windows  |
| <input checked="" type="checkbox"/> Central Air Conditioning  | <input type="checkbox"/> Hot Tub/Spa:  | <input type="checkbox"/> Water-Conserving Plumbing Fixtures  |
| <input type="checkbox"/> Evaporator Cooler(s)                 | <input type="checkbox"/> Locking Safety Cover                                      |  |
| Exhaust Fan(s) in <u>both Bathrooms</u>                       | 220 Volt Wiring in <u>back of the house</u>  | Fireplace(s) in <u>Living Room</u>   |
| <input checked="" type="checkbox"/> Gas Starter               | <input checked="" type="checkbox"/> Rocf(s): Type: <u>Composition</u>              | Age: <u>~ 15</u> (approx.)   |
| <input type="checkbox"/> Other: _____                         |  |  |

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

(\*see note on page 2)

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

Seller's Initials ML AW

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TDS REVISED 4/14 (PAGE 1 OF 3)



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

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

- Interior Walls
- Ceilings
- Floors
- Exterior Walls
- Insulation
- Roof(s)
- Windows
- Doors
- Foundation
- Slab(s)
- Driveways
- Sidewalks
- Walls/Fences
- Electrical Systems
- Plumbing/Sewers/Septics
- Other Structural Components

(Describe: Some cracks in the driveway)

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

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

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

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

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): 2. Fencing on 3 sides (Back, left, and right) shared with neighbor

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

Buyer's Initials ( ) ( )

Seller's Initials ML AW

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



Property Address: 1120 N 3rd St, San Jose, CA 95112-4937

Date: 1/13/20

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

Seller \_\_\_\_\_ Date \_\_\_\_\_

Ann Wells

Seller \_\_\_\_\_ Date \_\_\_\_\_

Richard Wells

**III. AGENT'S INSPECTION DISCLOSURE**

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

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

- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items: There are some cracks in the driveway. There are some scratches in the hardwood flooring in the 2nd bedroom.

Agent (Broker Representing Seller) Bay Area Realty Services By George Sudol Date 1/13/20  
 (Please Print) (Associate Licensee or Broker Signature)  
 George Sudol

**IV. AGENT'S INSPECTION DISCLOSURE**

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

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

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

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

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

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

Seller Ann Wells Date 1/13/20 Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller Richard Wells Date 1-13-20 Buyer \_\_\_\_\_ Date \_\_\_\_\_

Agent (Broker Representing Seller) Bay Area Realty Services By George Sudol Date 1/13/20  
 (Please Print) (Associate Licensee or Broker Signature)  
 George Sudol

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

**SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.**

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

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**REAL ESTATE BUSINESS SERVICES, LLC.**  
 a subsidiary of the California Association of REALTORS®  
 525 South Virgil Avenue, Los Angeles, California 90020







SELLER PROPERTY QUESTIONNAIRE
(C.A.R. Form SPQ, Revised 6/18)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed.

I. Seller makes the following disclosures with regard to the real property or manufactured home described as 1120 N 3rd St, Assessor's Parcel No. 235-09-054, situated in San Jose, County of Santa Clara, California ("Property").

II. The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain.

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

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

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

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

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

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

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

Explanation, or [ ] (if checked) see attached; \_\_\_\_\_

Buyer's Initials ( ) ( )

Seller's Initials (U) (AW)



B. REPAIRS AND ALTERATIONS:

ARE YOU (SELLER) AWARE OF...

- 1. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property...
2. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy?
3. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service)
4. Any part of the Property being painted within the past 12 months.
5. Whether the Property was built before 1978.
(a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed.
(b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule?

Explanation: 2. Installation of water softener & hot water re-circulation pump & new hallway bath toilet ~ 1.5 yrs ago 3. bi-monthly front & backyard maintenance 4. Right/South side of exterior of home repainted ~ 2 months ago

C. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

- 1. Defects in any of the following, (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances
2. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank (s)
3. An alternative septic system on or serving the Property.

Explanation: 1. Foundation belted ~ 2.5 yrs ago

D. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

- 1. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs

Explanation:

E. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

- 1. Water intrusion into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property
2. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property
3. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood

Explanation:

F. PETS, ANIMALS AND PESTS:

ARE YOU (SELLER) AWARE OF...

- 1. Pets on or in the Property
2. Problems with livestock, wildlife, insects or pests on or in the Property
3. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above
4. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above.
If so, when and by whom

Explanation: 1. i Small dog has been living in the house

Buyer's Initials ( ) ( )

Seller's Initials (M) (AW)



G. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

- 1. Surveys, easements, encroachments or boundary disputes...
2. Use or access to the Property, or any part of it, by anyone other than you...
3. Use of any neighboring property by you

Explanation:

H. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

- 1. Diseases or infestations affecting trees, plants or vegetation...
2. Operational sprinklers on the Property...
3. A pool heater on the Property...
4. A spa heater on the Property...
5. Past or present defects, leaks, cracks, repairs or other problems...

Explanation: 2. Automatic sprinklers on all sides of the house

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

ARE YOU (SELLER) AWARE OF...

- 1. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues...
2. Any declaration of restrictions or Architectural Committee that has authority over improvements...
3. Any improvements made on or to the Property without the required approval of an Architectural Committee...

Explanation:

J. TITLE, OWNERSHIP LIENS, AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

- 1. Any other person or entity on title other than Seller(s) signing this form...
2. Leases, options or claims affecting or relating to title or use of the Property...
3. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens...
4. Any private transfer fees, triggered by a sale of the Property...
5. Any PACE lien (such as HERO or SCEIP) or other lien on your Property...
6. The cost of any alteration, modification, replacement, improvement, remodel or material repair...

Explanation:

K. NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

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

Buyer's Initials ( ) ( )

Seller's Initials [Signature]



Property Address: 1120 N 3rd St, San Jose, CA 95112-4937

Date: 1/13/20

freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife

Yes  No

Explanation: Occasionally can hear planes taking off from airport, but we don't consider it a nuisance

**L. GOVERNMENTAL:**

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

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

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

**M. OTHER:**

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

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

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

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

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

Seller Ann Wells Date 1-13-20  
Seller Richard Wells Date 1/13/2020

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

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

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**SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)**

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

1120 N 3rd St



# Residential Earthquake Hazards Report

NAME Richard and Ann Wells	APPROXIMATE PARCEL NO. 235-09-054
REPORT ADDRESS 1120 N 3rd St San Jose, CA 95112	YEAR BUILT 1939
CITY AND COUNTY San Jose Santa Clara	ZIP CODE 95112

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

	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	36
2. Is the house anchored or bolted to the foundation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	37
3. If the house has cripple walls:					
• Are the exterior cripple walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	36
• If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	39
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	40
5. If the house is built on a hillside:					
• Are the exterior (a) foundation walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	41
• Were the (a) posts or columns either built to resist earthquakes or have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	41
6. If the exterior walls of the house, or part of them, are made of unreinforced masonry, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	42
7. If the house has a living area over the garage, was the wall around the garage door opening either built to resist earthquakes or has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	43
8. Is the house outside an Alquist-Trinkle Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	52
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or land-sliding)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	52

Keep your copy of this form for future reference

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

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

EXECUTED BY



1/20/2009

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

(Buyer)
(Buyer)
Date

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





**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM**  
For Pre-1978 Housing Sales, Leases, or Rentals  
(C.A.R. Form FLD, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the:  California Residential Purchase Agreement,  Residential Lease or Month-to-Month Rental Agreement, or  Other:

\_\_\_\_\_ , dated \_\_\_\_\_ , on property known as:  
1120 N 3rd St, San Jose, CA 95112-4937 ("Property") in

which \_\_\_\_\_ is referred to as Buyer or  
Tenant and Ann Wells, Richard Wells is referred to as Seller or  
Landlord.

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

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

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

**1. SELLER'S OR LANDLORD'S DISCLOSURE**

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

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

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

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

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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

Ann Wells Seller or Landlord Ann Wells Date 1/13/20  
Richard Wells Seller or Landlord Richard Wells Date 1-13-20

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Buyer's Initials ( ) ( )



FLD REVISED 11/10 (PAGE 1 OF 2)

**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 1 OF 2)**



2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

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

Bay Area Realty Services
(Please Print) Agent (Broker representing Seller or Landlord)

By [Signature] 1/13/20
Associate-Licensee or Broker Signature Date
George Sudol

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) [ ] Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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

Buyer or Tenant Date Buyer or Tenant Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

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

Bay Area Realty Services
Agent (Broker obtaining the Offer)

By [Signature] 1/13/20
Associate-Licensee or Broker Signature Date
George Sudol

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www.prdforms.com

CERTIFICATION OF COMPLIANCE WITH WATER HEATER, SMOKE DETECTOR AND CARBON MONOXIDE DEVICE REQUIREMENTS



Property: 1120 N 3rd St San Jose, CA 95112

WATER HEATER COMPLIANCE

For purposes of reducing the serious threat of fire, explosion or electrocution resulting from water heaters that may overturn or suffer damage in an earthquake, California Health and Safety Code sections 19211 and 19212 require that all water heaters, whether new or old, be braced, anchored or strapped to resist falling or horizontal displacement due to seismic motion. There are no exceptions to this requirement. Compliance must be certified at the point of transfer of title or at the commencement of the Lease.

While the California Plumbing Code provides specific guidance as to the manner and means of securing water heaters, Seller/Owner is advised that different or additional requirements may be imposed by local ordinance. Seller/Owner is, therefore, encouraged to inquire of local code enforcement officers in regard thereto and to engage a competent plumber or other building professional to undertake any needed action and to assure compliance.

Seller/Owner hereby certifies that the Property is presently in compliance, or by close of escrow or at the commencement of the Lease shall have been brought into compliance, with the above-referenced requirements regarding water heater bracing, anchoring and strapping.

Date: 1-13-20

Seller/Owner: [Signature]

Seller/Owner: \_\_\_\_\_

SMOKE DETECTOR AND CARBON MONOXIDE DEVICE COMPLIANCE

Dwelling units (including, without limitation, single family residences) intended for human occupancy are, upon transfer of title (or in the case of a lease), required to be equipped with operable smoke detector(s) and, as of July 1, 2011, carbon monoxide device(s) of the type and in a manner specified by the State Fire Marshall. Compliance must be certified by close of escrow or at commencement of the lease. California Health & Safety Code section 13113.7 and 13260, et seq. Local ordinances and building codes may add additional requirements and should be consulted as to where (i.e., what placement within sleeping areas, hallways leading to sleeping areas, within staircases, etc.) smoke detector(s) and carbon monoxide device(s) should be located for optimal performance and for full code compliance.

Seller/Owner hereby certifies that the Property is presently in compliance, or by close of escrow or at the commencement of the Lease shall have been brought into compliance, with the above-referenced requirements regarding the installation of operable smoke detectors and carbon monoxide devices.

Date: 1-13-20

Seller/Owner: [Signature]

Seller/Owner: [Signature]

Buyer/Tenant hereby acknowledges receipt of a copy of the above certification(s).

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

Buyer/Tenant: \_\_\_\_\_

Buyer/Tenant: \_\_\_\_\_



SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA)

(Use a separate form for each Transferor)
(C.A.R. Form AS, Revised 6/19)

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

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

2. SELLER'S INFORMATION:

1120 N 3rd St

A. PROPERTY ADDRESS (property being transferred): San Jose, CA 95112-4937 ("Property")

B. TRANSFEROR'S NAME: ("Transferor")

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

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

E. [X] (For individual Transferors) I am not a nonresident alien for purposes of U.S. income taxation.

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

3. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:

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

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

(2) Qualified Substitute may require Seller to complete and provide to Qualified Substitute the information in paragraph 4. If so, that information should be completed after this form is provided to Buyer. Qualified Substitute and Seller's Broker shall NOT provide the information in paragraph 4 to Buyer.

B. [ ] TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER: If this paragraph is checked, Seller shall complete the information in 4 below and provide a completed form to Buyer.

4. SELLER INFORMATION (NOTE: DO NOT PROVIDE THE INFORMATION IN 4 BELOW TO BUYER UNLESS 3B IS CHECKED)

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

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

C. Telephone Number

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

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

By [Signature] Date 4/13/20
(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust).

ANN H. WELLS Title (If signed on behalf of Entity Transferor)
Typed or printed name

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

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

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

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



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

## FEDERAL GUIDELINES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Seller Initials (\_\_\_\_) (\_\_\_\_)

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AS Revised 6/19 (PAGE 2 OF 2)

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

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1120 N 3rd St



**SELLER'S AFFIDAVIT OF NONFOREIGN STATUS (FIRPTA)**

(Use a separate form for each Transferor)  
(C.A.R. Form AS, Revised 6/19)

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

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

**2. SELLER'S INFORMATION:**

1120 N 3rd St

**A. PROPERTY ADDRESS** (property being transferred): San Jose, CA 95112-4937 ("Property")

**B. TRANSFEROR'S NAME:** Richard J Wells ("Transferor")

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

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

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

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

**3. QUALIFIED SUBSTITUTE OR DIRECT DELIVERY TO BUYER:**

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

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

(2) Qualified Substitute may require Seller to complete and provide to Qualified Substitute the information in paragraph 4. If so, that information should be completed after this form is provided to Buyer. Qualified Substitute and Seller's Broker shall NOT provide the information in paragraph 4 to Buyer.

**B.**  **TRANSFEROR ADDITIONAL INFORMATION DIRECT TO BUYER:** If this paragraph is checked, Seller shall complete the information in 4 below and provide a completed form to Buyer.

**4. SELLER INFORMATION (NOTE: DO NOT PROVIDE THE INFORMATION IN 4 BELOW TO BUYER UNLESS 3B IS CHECKED)**

**A.** Social Security No., or Federal Employer Identification No. (TIN) \_\_\_\_\_

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

**C.** Telephone Number \_\_\_\_\_

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

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

By Richard J Wells Date 1-13-20  
(Transferor's Signature) (Indicate if you are signing as the grantor of a revocable/grantor trust).

Richard J Wells Title (If signed on behalf of Entity Transferor)  
Typed or printed name

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

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

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

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



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

## FEDERAL GUIDELINES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Seller Initials (\_\_\_\_) (\_\_\_\_)

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AS Revised 6/19 (PAGE 2 OF 2)

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

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

1120 N 3rd St



CUT HERE

Property Address:

1120 N 3rd St San Jose, CA 95112



I have received a copy of the WHAT IS YOUR HOME ENERGY RATING? booklet (CEC-400-2009-008-BR)

Buyer's Signature

Printed Name

Date

Buyer's Signature

Printed Name

Date

Buyer's Agent Signature

Printed Name

Date

Broker's Name

*Ann Swelle*

Seller's Signature

*ANN H WELLS*

Printed Name

*1/13/20*

Date

*Richard J Wells*

Seller's Signature

*RICHARD J WELLS*

Printed Name

*1-13-20*

Date

Listing Agent's Signature

Printed Name

Date

Broker's Name

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

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

For more information, visit: [www.energy.ca.gov/HERS/index.html](http://www.energy.ca.gov/HERS/index.html)

**TO WHOM IT MAY CONCERN**

I have received a copy of the following booklet from the Broker(s) in this transaction: "Combined Hazards Book " a combination of "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants" including toxic mold, "Protect Your Family From Lead in Your Home", and "The Homeowner's Guide to Earthquake Safety" including natural gas safety.

Property Address: 1120 N 3rd St San Jose, CA 95112

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

Time: \_\_\_\_\_

Buyer/Seller Signature: \_\_\_\_\_

Buyer/Seller Printed Name: \_\_\_\_\_

Selling Broker: \_\_\_\_\_

Listing Broker: \_\_\_\_\_

Selling Agent: \_\_\_\_\_

Listing Agent: \_\_\_\_\_

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Buyer/Seller Printed Name: \_\_\_\_\_

Selling Broker: \_\_\_\_\_

Listing Broker: \_\_\_\_\_

Selling Agent: \_\_\_\_\_

Listing Agent: \_\_\_\_\_

**JCP-LGS Residential Resale Property Disclosure Reports**  
**Natural Hazard Disclosure (NHD) Report**  
**For SANTA CLARA County**

**Property Address:** 1120 N 3RD ST  
SAN JOSE, SANTA CLARA COUNTY, CA 95112  
("Property")

**APN:** 235-09-054  
**Report Date:** 02/04/2020  
**Report Number:** 2609806

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

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

The following are representations made by the seller and seller's agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the seller and buyer. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

**A SPECIAL FLOOD HAZARD AREA** (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency  
Yes \_\_\_ No **X** Do not know and information not available from local jurisdiction \_\_\_

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

**A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS** pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.  
Yes \_\_\_ No **X**

**AN EARTHQUAKE FAULT ZONE** pursuant to Section 2622 of the Public Resources Code.  
Yes \_\_\_ No **X**

**A SEISMIC HAZARD ZONE** pursuant to Section 2696 of the Public Resources Code.  
Yes (Landslide Zone) \_\_\_ Yes (Liquefaction Zone) **X**  
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.

Ann Wells  
Signature of Seller(s)

06:11 PM GMT  
Date  
02/06/2020  
03:44 AM GMT

Richard Wells  
Signature of Seller(s)

02/06/2020  
03:28 AM GMT  
Date

George Sudol  
Signature of Seller's Agent

Date

Signature of Seller's Agent

Date

- Seller(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).
- Seller(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Section 1103.7 of the Civil Code, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Section 1103.4 of the Civil Code. Neither seller(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS DIVISION.  
Date 04 February 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:**
- A. Additional Property-specific Statutory Disclosures: Former Military Ordnance Site, Commercial/Industrial Use Zone, Airport Influence Area, Airport Noise, San Francisco Bay Conservation and Development District Jurisdiction (in S.F. Bay counties only), California Energy Commission Duct Sealing Requirement, Notice of Statewide Right to Farm, Notice of Mining Operations, Sex Offender Database (Megan's Law), Gas and Hazardous Liquid Transmission Pipeline Database.
  - B. Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami.
  - C. General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only), Wood-burning fireplaces.
  - D. Additional Reports - Enclosed if ordered: (1) PROPERTY TAX REPORT (includes state-required Notices of Mello-Roos and 1915 Bond Act Assessments, and Notice of Supplemental Property Tax Bill, (2) ENVIRONMENTAL SCREENING REPORT (discloses Transmission Pipelines, Contaminated Sites, and Oil & Gas Wells) Enclosed if applicable: Local Addenda.
  - E. Government Guides in Combined Booklet with Report. Refer to Booklet: (1) ENVIRONMENTAL HAZARDS: "A Guide for Homeowners, Buyers, Landlords and Tenants"; (2) EARTHQUAKE SAFETY: "The Homeowners Guide To Earthquake Safety" and included "RESIDENTIAL EARTHQUAKE HAZARDS REPORT FORM"; (3) LEAD-BASED PAINT: "Protect Your Family From Lead In Your Home"; (4) BRIEF GUIDE TO MOLD, MOISTURE AND YOUR HOME; (5) WHAT IS YOUR HOME ENERGY RATING? Government Guides are also available on the Company's "Electronic Bookshelf" at <http://www.disclosures.com/>.

**ADDENDUM  
CITY OF SAN JOSE STREET TREE DISCLOSURE FORM**

The City of San Jose ("City") requires the seller or transferor of residential real property ("Property") in the City to disclose to the acquirer of the Property whether the Property fully complies with the City's requirements to have, maintain and if necessary, replace street trees pursuant to the San Jose Municipal Code ("SJMC").




**13.28.195 Disclosure Obligations Upon Sale or Transfer of a Residential Real Property**

- A. Not less than seven (7) business days before the sale or other transfer of residential real property concludes a selling or transferring property owner must disclose to the acquiring property owner, on a disclosure form provided by the City, whether the residential real property to be sold or transferred fully complies with the City's street tree maintenance and replacement requirements of Sections 13.28.130.B and 13.28.190.
- B. If the selling or transferring property owner cannot determine whether street trees located on the residential property are substantially in compliance with the approved development permits for the property, or the property's approved development permits are inconclusive as to the requirements for the presence and location of street trees on the property, then the following requirements for the planting and presence of street trees shall apply:
  - 1. The property must have one (1) street tree for any adjacent street if it is an interior lot and at least three (3) street trees if it is a corner lot, unless otherwise modified by the Director in the interest of public safety.
  - 2. If the current General Plan requirements for street trees on the property differ from the requirements specified in Subsection B.1, then the current General Plan requirements shall govern the number and location of street trees required on the property at the time of sale or transfer. If the property meets the General Plan requirement, then the selling property owner must indicate such compliance with the General Plan on the disclosure to the acquiring property owner.
  - 3. All street trees shall be planted in accordance with the requirements of Section 13.28.070.
- C. Upon a written request, the Director may grant the selling or transferring property owner an exemption in writing from the requirements of this Section if the Director determines in the interest of public safety that planting and maintaining street trees on the residential property at the time of sale or transfer is not appropriate. Such an exemption does not run with the land and shall not allow any deviations from the disclosure requirements upon residential real property sales or transfers for future sellers or transferors.

To the best of my/our knowledge but without any investigation, I/WE, Ann and Richard Wells disclose that the street tree(s) on the Property to be sold or transferred and located at 1120 N 3RD ST San Jose, CA 95112 are in the following condition:

- 1. The property fully complies with the street tree requirements outlined in the SJMC.
- 2. The property does not have the required number of street trees as required by the SJMC.
- 3. The property has the required number of street trees but the street trees have not been maintained as required by the SJMC.
- 4. Seller/Transferor is unaware if the requirements to have and maintain street trees on the Property have been met.

Property Address: 1120 N 3RD ST San Jose, Santa Clara County, CA 95112

Seller:	 _____ Signature(s)	 _____ Print Name(s)		 02/06/2020 03:28 AM GMT _____ Date
---------	--	---	--	--

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

Buyer:

	_____ Signature(s)	_____ Print Name(s)		_____ Date
--	-----------------------	------------------------	--	---------------

**1120 No. 3<sup>rd</sup> Street**

**Modifications and Improvements made by the previous owner**

<b>Name of Project</b>	<b>Contractor</b>	<b>Completion Date</b>
Exterior Brickwork	Paul Glavaris Masonry	7/25/2005
Central Heating and Air	A&H Heating & Air Conditioning	9/28/2005
New Water Heater	Hot Water, Inc.	12/13/2005
Electrical Panel Upgrade	Howden Electric	8/29/2005
Repiping	Bay Area Repipes	6/14/2006
Sunroom addition	Amcon Construction	7/25/2007
Solar Panel Installation	Regrid Power	10/28/2008
Added master bathroom	A Plus Builders, Inc.	8/5/2008
Installation of Koi Pond (with skimmer, pumps, biofilter, waterfall)		
Kitchen Updates:	Bob Crawford	12/31/2013
-Granite Counter and backsplash		
-New Sink and fixtures, new cabinet knobs		
-Microwave installation		
-New floor covering		
-New lighting		
Sidewalk Repair	CB Concrete Construction	5/31/2013
Garage updating (finished Interior walls/cabinetry installation)		
New Front Door	Lee's Pro Builders	7/26/2015
New Gutters	Aquetrim Gutters	2/11/2014

Install new window blinds	Blinds & Décor, Inc.	3/20/2016
Refinish Hardwood Floor	Barsegian Floor Covering	3/28/2017

**Modifications and Improvements made by the current Owner:**

**Foundation Bolted    May 2017**

**Installation of Water Softener, Hot Water re-circulating pump, and new hallway bath toilet    ~ June 2018**

**Right side exterior of home re-painted    November 2019**





**Permit Record**  
 BUILDING, ELECTRICAL  
**Permit #: 2007-018171-RS**  
**Project Location: 1120 N 3RD ST**  
 Tract: 20 Lot: 5

Permit Date: Jun 06, 2007	Inspection Area: 2A	Folder: RS-Single Family-Additions/Alterations
Permit Approvals Granted: Building: Complete; Electrical: Complete		
Associated Permits: Building		
APPLICANT: AMCON CONSTR		OWNER: KARRIS JOHN G
CONTRACTOR: AMCON CONSTR		Permit Tech: Jose Federico
RS Bldg approved by: Jose Federico		
Description: BUILD PATIO-TYPE SCREEN ROOM ER5294P		
Technical Description: Conditioned?: No; Type of Construction: VN; Dwelling Occupancy Group: R3; Parking Occupancy Group: U1; Alteration 1: Screen room (3 sided); Sq Ft Alteration 1: 299; # Alterations 1: 1;		
Design Conditions: Flood Zone: AO-2;		
Applicable Codes: 1997, 1997, 2000, 2000 Code Edition UBC, UCBC, UMC, UPC; 2004 CEC NEC; 2005 Energy;		
Zoning: R-2		

**Final Inspection Record**

Code	Inspection	Date	Approved By
918	Electrical Final <i>OK</i>	<i>7/25/07</i>	<i>[Signature]</i>
948	Building Final		<i>[Signature]</i>

See other side for interim inspection record

**You have a maximum of 1.5 inspection hours paid for. Time will be debited by the amount of inspection time requested or the actual inspection time expended on the job if greater. The inspection time debited will include 10 minutes of travel time per stop which is added to the actual inspection time. Once the hours paid for have been expended, additional fees will be required to request additional services.**