

BUYER DOES NOT NEED TO
SIGN/SUBMIT THE ATTACHED
DISCLOSURES WITH THE
PURCHASE AGREEMENT; THEY
ARE PROVIDED HEREIN FOR
INFORMATIONAL PURPOSES
ONLY TO BE REVIEWED BY
BUYER PRIOR TO MAKING AN
OFFER ON THE PROPERTY



SQUARE FOOTAGE AND LOT SIZE ADVISORY AND DISCLOSURE

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

BERKSHIRE
HATHAWAY
HOMESERVICES | CALIFORNIA
PROPERTIES

Property Address: 985 Island Ave #4, San Diego, CA 92101 ("Property")

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

Source of Information	Sq. Footage	Lot Size	Additional Information	If checked, report attached
Public Record	774		per CRS Data	<input type="checkbox"/>
Multiple Listing Service				<input type="checkbox"/>
Seller			Measurement comes from the following source:	<input type="checkbox"/>
Appraisal #1				<input type="checkbox"/>
Appraisal #2				<input type="checkbox"/>
Condominium Map/Plan				<input type="checkbox"/>
Architectural Drawings				<input type="checkbox"/>
Floor Plan/Drawings				<input type="checkbox"/>
Survey				<input type="checkbox"/>
Other				<input type="checkbox"/>
Other				<input type="checkbox"/>

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

Seller Greg Kugler Revocable Trust Date _____
Seller [Signature] Date 5/22/25

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

Buyer _____ Date _____
Buyer _____ Date _____

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

BHHS California Properties - San Diego Gaslamp, 516 5th Avenue San Diego CA 92101
Scott Steingrebe

Phone: 6198388090

Fax:

Angove #4 Kugler

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



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

BERKSHIRE
HATHAWAY
HOMESERVICES | CALIFORNIA
PROPERTIES

☐ This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for ALL units (or ☐ only unit(s) _____).
THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF San Diego
_____ , COUNTY OF San Diego , STATE OF CALIFORNIA,
DESCRIBED AS 985 Island Ave #4, San Diego, CA 92101

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) 05/29/2025 . IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

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

☒ **No substituted disclosures for this transfer.**

II. SELLER'S INFORMATION

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

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

Seller ☐ is ☒ is not occupying the property.

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

<input checked="" type="checkbox"/> Range	<input checked="" type="checkbox"/> Wall/Window Air Conditioning/Heater	<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 type="checkbox"/> Water Softener	<input type="checkbox"/> Gas <input type="checkbox"/> Solar <input checked="" type="checkbox"/> Electric
<input checked="" type="checkbox"/> Washer/Dryer Hookups	<input checked="" type="checkbox"/> Patio/Decking	<input type="checkbox"/> Water Supply:
<input type="checkbox"/> Rain Gutters	<input type="checkbox"/> Built-in Barbecue	<input type="checkbox"/> City <input type="checkbox"/> Well
<input type="checkbox"/> Burglar Alarms	<input type="checkbox"/> Gazebo	<input checked="" type="checkbox"/> Private Utility or
<input checked="" type="checkbox"/> Carbon Monoxide Device(s)	<input checked="" type="checkbox"/> Security Gate(s)	Other <u>Conserve</u>
<input checked="" type="checkbox"/> Smoke Detector(s)	<input type="checkbox"/> Garage:	<input type="checkbox"/> Gas Supply:
<input checked="" type="checkbox"/> Fire Alarm	<input type="checkbox"/> Attached <input type="checkbox"/> Not Attached	<input type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank)
<input type="checkbox"/> TV Antenna	<input type="checkbox"/> Carport	<input type="checkbox"/> Window Screens
<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Automatic Garage Door Opener(s)	<input type="checkbox"/> Window Security Bars
<input type="checkbox"/> Intercom	<input type="checkbox"/> Number Remote Controls _____	<input type="checkbox"/> Quick Release Mechanism on
<input type="checkbox"/> Central Heating	<input type="checkbox"/> Sauna	Bedroom Windows
<input type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Hot Tub/Spa:	<input checked="" type="checkbox"/> Water-Conserving Plumbing Fixtures
<input type="checkbox"/> Evaporator Cooler(s)	<input type="checkbox"/> Locking Safety Cover	
Exhaust Fan(s) in <u>In bedrooms</u>	220 Volt Wiring in <u>Unknown</u>	Fireplace(s) in <u>N/A</u>
<input type="checkbox"/> Gas Starter _____	<input checked="" type="checkbox"/> Roof(s): Type: <u>Unknown</u>	Age: <u>Unknown</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)

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Buyer's Initials _____ / _____

Seller's Initials GK / _____

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

BHHS California Properties - San Diego Gaslamp, 516 5th Avenue San Diego CA 92101
Scott Steingrebe

Phone: 6198388090
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax:
www.lwof.com

Angove #4 Kugler



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: See Spq 867 6(L) 2K)

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

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

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

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

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): 2, 12, 13, 14. Property is a condo with shared features and HOA, CC&R and Common Areas.
1) Property is in DT with Urban noises, petco park, traffic and construction.

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

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

Seller Greg Kugler Revocable Trust Date 5/29/25

Seller _____ Date _____



III. AGENT'S INSPECTION DISCLOSURE

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

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

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

Agent (Broker Representing Seller) Berkshire Hathaway HomeServices California PropertiesBy _____
(Associate Licensee or Broker Signature)Date 5/29/25 (Please Print)**IV. AGENT'S INSPECTION DISCLOSURE**

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

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

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

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

By _____
(Associate Licensee or Broker Signature)

Date _____

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 Greg Kugler Revocable Trust Date 5/29/25

Seller _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

Agent (Broker Representing Seller) Berkshire Hathaway HomeServices California PropertiesBy _____
(Associate Licensee or Broker Signature)Date 5/29/25 (Please Print)

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

By _____
(Associate Licensee or Broker Signature)

Date _____

§ 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 TRANSFER DISCLOSURE STATEMENT (TDS PAGE 3 OF 3)Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com Angove #4 Kugler



SELLER PROPERTY QUESTIONNAIRE
(C.A.R. Form SPQ, Revised 12/24)

BERKSHIRE
HATHAWAY
HOMESERVICES | CALIFORNIA
PROPERTIES

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

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

Seller makes the following disclosures with regard to the real property or manufactured home described as 985 Island Ave #4, Assessor's Parcel No. 535-126-13-04, situated in San Diego, County of San Diego, California ("Property").

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

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

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

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

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

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

4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided or attach additional comments and check paragraph 19.

5. **DOCUMENTS:** ARE YOU (SELLER) AWARE OF...

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

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

Explanation: _____

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

- A. Within the last 3 years, the death of an occupant of the Property upon the Property ☐ Yes ☒ No
(Note to seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)
- B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ☐ Yes ☒ No
- C. The release of an illegal controlled substance on or beneath the Property ☐ Yes ☒ No
- D. Whether the Property is located in or adjacent to an "industrial use" zone ☐ Yes ☒ No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
- E. Whether the Property is affected by a nuisance created by an "industrial use" zone ☐ Yes ☒ No
- F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) ☐ Yes ☒ No
- G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision ☒ Yes ☐ No
- H. Insurance claims affecting the Property within the past 5 years ☐ Yes ☒ No
- I. Matters affecting title of the Property ☐ Yes ☒ No
- J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 ☐ Yes ☒ No
- K. Any inspection reports on any exterior balconies, stairways or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums ☐ Yes ☒ No
(See C.A.R. Form WBSA for more information)



Property Address: 985 Island Ave #4, San Diego, CA 92101

L. Material facts or defects affecting the Property not otherwise disclosed to Buyer ☒ Yes ☐ No
Explanation, or ☐ (if checked) see attached: West Stairwell walls (the brown buildings) are exposed and may require repairs due to demo of neighboring property. (currently a parking lot)

7. **REPAIRS AND ALTERATIONS:** (see attached) **ARE YOU (SELLER) AWARE OF...**

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

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

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

Explanation, or ☐ (if checked) see attached: D - Property painted MAY 2025

8. **STRUCTURAL, SYSTEMS AND APPLIANCES:** **ARE YOU (SELLER) AWARE OF...**

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

Explanation: (A) Replaced waterheater 2024 (Removed Drywall to install water heater)

9. **DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:** **ARE YOU (SELLER) AWARE OF...**

- A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ☐ Yes ☒ No
- If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property ☐ Yes ☐ No
- (NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)
- B. Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank..... ☐ Yes ☒ No
- If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

Explanation: _____

10. **WATER-RELATED AND MOLD ISSUES:** **ARE YOU (SELLER) AWARE OF...**

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



Property Address: 985 Island Ave #4, San Diego, CA 92101

- C. Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood ☐ Yes ☒ No
Explanation: _____

11. PETS, ANIMALS AND PESTS:

ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

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

Explanation: (B) property is a condo with shared features.

13. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

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

Explanation: _____

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

ARE YOU (SELLER) AWARE OF...

- A. Property being a condominium or located in a planned unit development or other common interest subdivision... ☒ Yes ☐ No
B. Any Homeowners' Association (HOA) which has any authority over the subject property..... ☒ Yes ☐ No
C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) ☒ Yes ☐ No
D. CC&R's or other deed restrictions or obligations ☒ Yes ☐ No
E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property ☐ Yes ☒ No
F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property ☒ Yes ☐ No
(1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement ☐ Yes ☒ No
(2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee ☐ Yes ☒ No

Explanation: property is a condo with an HOA

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

ARE YOU (SELLER) AWARE OF...

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



Property Address: 985 Island Ave #4, San Diego, CA 92101

Explanation: (D) property is a condo with shared features.

16. NEIGHBORS/NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

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

Explanation: (A) property is in DT, near petco park and has urban noises present with downtown living. (B) PAST Tenant caused issue with noise dispute.

17. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

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

Explanation: (E) Although not governmental, Hotel proposal at side of parking lot.

18. OTHER:

ARE YOU (SELLER) AWARE OF...

- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present ☐ Yes ☒ No
- B. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth ☐ Yes ☒ No
- C. Whether the Property was originally constructed as a Manufactured or Mobile home ☐ Yes ☒ No
- D. Whether the property is tenant occupied ☐ Yes ☒ No
- E. Whether the Property was previously tenant occupied even if vacant now ☒ Yes ☐ No

Explanation: Terminate tenancy with mutual Agreement. Noise complaints were caused.

19. MATERIAL FACTS:

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

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 Greg Kugler Revocable Trust Date 5/29/25
Seller _____ Date _____

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

Buyer _____ Date _____
Buyer _____ Date _____

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SPQ REVISED 12/24 (PAGE 4 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)

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Angove #4 Kugler





PARKING AND STORAGE DISCLOSURE

(C.A.R. Form PSD, Revised 6/23)

BERKSHIRE
HATHAWAY
HOMESERVICES | CALIFORNIA
PROPERTIES

This disclosure is made in connection with the Purchase Agreement or ☒ other TDS ("Agreement"), dated 05/29/2025, on property known as 985 Island Ave #4 ("Property") between _____ ("Buyer/Tenant") and Greg Kugler Revocable Trust ("Seller/Housing Provider")

If applicable, ☒ Seller has been using parking space # 1 ☐ Parking is **not** intended to be included with the Property.
If applicable, ☐ Seller has been using storage space # _____ ☐ Separate storage is **not** intended to be included with the Property.

This is a disclosure only. Right to parking or storage, if any, is determined by the Agreement, and if Property is in a planned development or covered by a Home Owner Association, the governing documents.

1. Buyer/Tenant is advised to personally inspect the actual size, shape, numbering, location, and accessibility of the actual parking space(s) or storage area(s). As vehicle sizes and shapes vary greatly, the actual size, shape, numbering, location, and accessibility of the actual parking space(s) may not accommodate Buyer's/Tenant's needs. Seller/Housing Provider and Broker(s) do not warrant that such space(s) or storage areas are suitable for Buyer/Tenant's intended use or meet any minimum requirements.
2. If the Property is located in a multi-unit building or any other planned development, the governing documents for the Property, such as the deed, the condominium map/plan, the covenants, conditions and restrictions, tenancy-in-common agreement, or equivalent document, should contain a description and drawing of all assigned parking and storage spaces. However, the size, shape, numbering, location and accessibility of the designated parking and storage area(s) shown within the governing documents are not always accurate, even if drawn by a licensed surveyor. There may be differences between the descriptions in the governing documents and the actual size, shape, numbering, location and accessibility of the parking spaces and storage areas and between what is assigned and what is being used.
3. Seller/Housing Provider further discloses the following: _____

Seller/Housing Provider Greg Kugler Revocable Trust Date: 5/29/25
Seller/Housing Provider _____ Date: _____

4. Buyer/Tenant acknowledges that Buyer/Tenant has:

- Reviewed the governing documents and ensured the parking space(s) or storage area(s) are accurately identified;
- Read all disclosures relating to the parking space(s) or storage area(s) provided by Seller/Housing Provider;
- Personally inspected the size, shape, numbering, location, and accessibility of the actual parking space(s) and storage area(s);
- Determined that the parking spaces(s) or storage area(s) are suitable for Buyer's/Tenant's intended use(s). If it is a parking space, Buyer/Tenant has inspected the parking space to ensure that it can accommodate the vehicle(s) that Buyer/Tenant intends to park in the parking space;
- Ensured that the governing documents provide for rights of passage to and from the parking space and storage space, if Buyer/Tenant must pass through another owner's assigned space(s) in order to access Buyer's/Tenant's parking space(s) or storage area(s); and
- Has found no discrepancy between the parking space(s) or storage area(s) as shown in the governing documents and the respective actual size, shape, numbering, location, and accessibility or, if Buyer/Tenant has found such a discrepancy, Buyer/Tenant acknowledges that such discrepancy is not material to this purchase or lease.

By signing below, Buyer acknowledges Buyer has received, read, and understands this Parking and Storage Disclosure form.

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

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PSD REVISED 6/23 (PAGE 1 OF 1)



PARKING AND STORAGE DISCLOSURE (PSD PAGE 1 OF 1)

BHHS California Properties - San Diego Gaslamp, 516 5th Avenue San Diego CA 92101
Scott Steingrebe

Phone: 6198388090

Fax:

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Angove #4 Kugler

≈ 7/2024

Subject: Existing Wall located on Angove Lofts Property

Corey,

I am legal counsel for EV Project, LLC ("EVP"), which is the owner of the Property located at 923 Island Avenue (the "EVP Property"). My understanding is that you are the manager of the HOA for the Angove Lofts located adjacent to the EVP Property (the "Angove Property"). As I believe you are aware, an existing wall is located on the Angove Property near the boundary line of the EVP Property (the "Existing Wall"). I have attached recent photos of the Existing Wall. The purpose of this email to make the HOA and ownership of the Angove Property aware that the repair, maintenance and stability of the Existing Wall is the sole responsibility of the HOA and the ownership of the Angove Property. The Existing Wall was constructed by the owners of the Angove Property (not by EVP or any prior owners of the EVP Property), and the Existing Wall is located entirely on the Angove Property. In addition, EVP and Angove Lofts are not parties to any agreements with respect to the Existing Wall. As such, EVP has no ownership rights, responsibilities, liabilities or obligations with respect to the Existing Wall or the Angove Property.

As I believe you are also aware, EVP recently demolished the existing improvements located on the EVP Property, which EVP, of course, had the right to do. In doing so, the nature and condition of the Existing Wall was exposed. The Existing Wall appears to have been unfinished when constructed and may not have adequate support. In addition, the demolition of the improvements on the EVP Property partially exposed the footings of the Existing Wall as shown on the attached pictures. For safety purposes, EVP installed some temporary wood beams to brace the Existing Wall, as shown in the attached pictures. And, to help fortify the exposed footings, EVP, as a courtesy and at its cost, is installing a short retaining wall along the face of the Angove footing that was exposed by the demolition of the improvements on the EVP Property. The wood beams are not a permanent solution, however, and it is important that the HOA and/or ownership of the Angove Property take immediate action to ensure that the improvements located on the Angove Property do not pose a safety risk.

Based on the foregoing, to ensure the safety and welfare of the occupants and visitors of both the Angove Property and EVP Property, EVP respectfully demands that the HOA, at its sole cost and expense, immediately (i) hire a licensed contractor or inspector to conduct an investigation into the stability of the Existing Wall and the Existing Wall's compliance with applicable laws and codes, and (ii) take any action recommended by such investigation and applicable laws, including, stabilization, removal or replacement of the Existing Wall, as may be required.

EVP has been working with DCI Engineers in connection with the redevelopment of the EVP Property. If you would like to set up a call with DCI to see if they can provide the HOA with options for the Existing Wall, please let us know and we will work to facilitate. EVP wants to be a good neighbor and will help in any way it can. But, as I hope you can understand, EVP does not believe it should be required to pay to make safety upgrades to improvements or property it does not own.

We look forward to the HOA's prompt attention to this matter. We ask that the HOA please respond to this email within the next five business days to confirm that the HOA will take responsibility for the Existing Wall as set forth above.

Please let me know if you (or the HOA's legal counsel if it has representation) have any comments or questions.

Best regards,

Jon

Jonathan Frank

O: 714.427.7022 | M: 949.870.7601
jfrank@swlaw.com

**SNELL
& WILMER**

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This email and any attachments may be confidential and protected by legal privilege. If you have received this message in error, please do not disclose the contents to anyone. Please notify the sender by return email and delete this email as well as any attachments from your system.

Dear Jonathan Frank
(EVP Representative)

I wanted to reach out to you because we received your letter many months ago regarding the Existing Angove Walls. As mentioned in the letter, the Angove Walls were supported or partially supported by the EVP property. Your letter talked about how there was no agreement between the Angove Property and the EVP owner. We are unable to verify whether this is true. In fact, we highly doubt it. It is entirely possible that there was an agreement. The agreement could have been an informal agreement at the time the Angove Property was constructed. These types of agreements happen all the time. But regardless, the Angove Walls were supported by the EVP property for almost 30 years. There was never any sort of problem or mention of a problem in almost 3 decades. After 30 years, I think it is fair to say that both sides had accepted the Angove Wall situation and therefore, this agreement lasted a very long time.

Today there is a problem. The problem is that the construction that was performed on the EVP side has caused stability issues with our Existing Walls. You sent us a letter informing us of this problem. We strongly disagree that this stability issue is the sole responsibility of the Angove Loft owners. The bottom line is that the Angove Walls were completely stable prior to your construction. The EVP redevelopment caused a change in the condition to the Angove Walls.

As of this month, it would appear that the construction on the EVP side of the property is getting closer to a completion phase. It looks as though the sidewalk was demolished (and perhaps) an entrance to the EVP parking lot is being made.

Now would be a good time to address the Angove Existing Wall situation before the parking lot is completed.

There has been some discussion among the Angove Owners about getting a quote to fix the Existing Walls. Unfortunately, the Angove Owners are not construction people or experts. Therefore, we would be dealing with companies that we are not familiar with.

We would like to find the most effective and least expensive way to stabilize our walls and secure our property. We believe that EVP is uniquely qualified to help solve this problem because:

1. EVP has a good relationship with DCI Engineering
2. EVP has a good relationship with Berger Construction

Since your redevelopment efforts have inadvertently caused the Angove Owners a problem (that didn't exist before your construction), we request that your engineers and construction experts develop a plan to solve the Existing Wall situation.

Generally speaking, the Angove Owners do not feel that they should have to pay for a problem that was not caused by them or a problem that did not exist before the EVP redevelopment.

We request that the EVP owners review this letter and have their engineering and construction partners give us a proposal of how to fix the Existing Walls. We believe that both EVP and the Angove Owners would like to put this problem behind us.

There should be some mentioning that one of the Angove Owners did reach out to DCI and it appeared as though they were going to get a quote on a structurally sound design. However, they did not hear back from them even after a follow up. Perhaps DCI thought there might be a conflict. That is why we are reaching out to you.

Once again, we ask that your partners help solve this inadvertent problem that was caused by your redevelopment.

We have not retained HOA legal counsel at this time. Our preference would be to solve this problem without a lawyer or our HOA legal counsel. We are a small HOA with only 11 units.

Please feel free to call me. I have some ideas on how to fix the problem. I would follow up with you soon. But please let us know that you received this letter.

Thank You,

Greg Kugler
Angove Lofts



Hi Greg,

Thank you for your email.

As mentioned previously, the Angove Wall is not on the EVP Property and the Angove Wall does not benefit the EVP Property. My client has never had any desire one way or the other to have the Angove Wall located adjacent to the EVP Property nor have they ever been paid or compensated for allowing the Angove Property to use the EVP Property for support of the Angove Wall. On the other hand, it appears the Angove Property has received a significant benefit from the EVP Property over the last 30 years. Keep in mind also that the wall support was a hidden, unknown and underground issue that was only discovered when my client began to develop the EVP Property, so it is unclear why anyone would think there would have been an informal agreement with the EVP Property owners or why my client would have been aware of any use or need of the EVP Property by the Angove Property owners. My client wants to be a good neighbor, but they are entitled to the free use of their land, and we don't see why my client should agree to pay the owners of the Angove Property for anything in this situation.

That said, as mentioned in our previous correspondence, my client would be happy to make a warm introduction to DCI. In that regard, attached are some preliminary options that DCI has already prepared for the solution to your wall – these schematics were prepared at my client's cost, and are provided as a courtesy; which is another potential benefit and cost savings for the Angove Property owners. I have copied Astrid Collins, who can assist with facilitating the introduction to DCI if you would like her to do that.

Best regards,

Jon

