

ATTACHMENT H – Planning Documentation



GENERAL PLAN AMENDMENT, SPECIFIC PLAN AMENDMENT, MAJOR USE PERMIT MODIFICATION, SITE PLAN AND TENTATIVE MAP FOR:

HARMONY GROVE VILLAGE CENTER

21485 & 21505 TRAIL BLAZER LN
ESCONDIDO, CA 92029

SITE PLAN SUBMITTAL - 02.23.24

COUNTY RESUBMITTAL - 03.26.25

FIRE COMMENTS - 04.23.25

COUNTY RESUBMITTAL - 08.04.2025

COUNTY RESUBMITTAL - 11.07.2025

PROPERTY OWNER & DEVELOPER

HARMONY GROVE HK INVESTORS LLC
BY: NUWI CAPITAL INC.
2120 COLORADO AVENUE #160
SANTA MONICA, CA 90404
CONTACT: GLENN CARDOSO
c. 310.394.3379
glennc@nuwi.com

ARCHITECT

SMITHTON ARCHITECTS
4516 1/2 30TH STREET
SAN DIEGO, CA 92116
CONTACT: DEBORAH SMITHTON
c. 619.573.5522
deborah@smithtonarchitects.com

BUILDING CODE NOTES

PER CBC 2022 SECTION 420 GROUPS R-1, R-2, R-2.1, R-2.2, R-3, R-3.1 and R-4

420.1 GENERAL OCCUPANCIES IN GROUPS R-1, R-2, R-2.1, R-2.2, R-3, R-3.1 AND R-4 SHALL COMPLY WITH THE PROVISIONS OF SECTIONS 420.1 THROUGH 420.11 AND OTHER APPLICABLE PROVISIONS OF THIS CODE.

420.2 SEPARATION WALLS WALLS SEPARATING DWELLING UNITS IN THE SAME BUILDING, WALLS SEPARATING SLEEPING UNITS IN THE SAME BUILDING AND WALLS SEPARATING DWELLING OR SLEEPING UNITS FROM OTHER OCCUPANCIES CONTIGUOUS TO THEM IN THE SAME BUILDING SHALL BE CONSTRUCTED AS FIRE PARTITIONS IN ACCORDANCE WITH SECTION 708.

420.3 HORIZONTAL SEPARATION FLOOR ASSEMBLIES SEPARATING DWELLING UNITS IN THE SAME BUILDINGS, FLOOR ASSEMBLIES SEPARATING SLEEPING UNITS IN THE SAME BUILDING AND FLOOR ASSEMBLIES SEPARATING DWELLING OR SLEEPING UNITS FROM OTHER OCCUPANCIES CONTIGUOUS TO THEM IN THE SAME BUILDING SHALL BE CONSTRUCTED AS HORIZONTAL ASSEMBLIES IN ACCORDANCE WITH SECTION 711.

PER CBC 2022 SECTION 508 MIXED USE AND OCCUPANCY

508.2 ACCESSORY OCCUPANCIES ACCESSORY OCCUPANCIES ARE THOSE OCCUPANCIES THAT ARE ANCILLARY TO THE MAIN OCCUPANCY OF THE BUILDING OR PORTION THEREOF. ACCESSORY OCCUPANCIES SHALL COMPLY WITH THE PROVISIONS OF SECTIONS 508.2.1 THROUGH 508.2.4.

508.2.1 OCCUPANCY CLASSIFICATION DIAGRAM ACCESSORY OCCUPANCIES SHALL BE INDIVIDUALLY CLASSIFIED IN ACCORDANCE WITH SECTION 302.1. THE REQUIREMENTS OF THIS CODE SHALL APPLY TO EACH PORTION OF THE BUILDING BASED ON THE OCCUPANCY CLASSIFICATION OF THAT SPACE.

508.2.3 ALLOWABLE BUILDING AREA THE ALLOWABLE AREA OF THE BUILDING SHALL BE BASED ON THE APPLICABLE PROVISIONS OF SECTION 506 FOR THE MAIN OCCUPANCY OF THE BUILDING. AGGREGATE ACCESSORY OCCUPANCIES SHALL NOT OCCUPY MORE THAN 10 PERCENT OF THE FLOOR AREA OF THE STORY IN WHICH THEY ARE LOCATED AND SHALL NOT EXCEED THE TABULAR VALUES FOR NON SPRINKLERED BUILDINGS IN TABLE 506.2 FOR EACH SUCH ACCESSORY OCCUPANCY.

508.2.4 SEPARATION OF OCCUPANCIES CALCULATOR NO SEPARATION IS REQUIRED BETWEEN ACCESSORY OCCUPANCIES AND THE MAIN OCCUPANCY. EXCEPTIONS: 1. GROUP H-2, H-3, H-4 AND H-5 AND I OCCUPANCIES SHALL BE SEPARATED FROM ALL OTHER OCCUPANCIES IN ACCORDANCE WITH SECTION 508.4. 2. GROUP R-1, R-2, R-2.1, R-2.2 AND R-3 DWELLING UNITS AND SLEEPING UNITS SHALL BE SEPARATED FROM OTHER DWELLING OR SLEEPING UNITS AND FROM ACCESSORY OCCUPANCIES CONTIGUOUS TO THEM IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 420. 3. GROUP I-2 AND I-2.1 SHALL BE SEPARATED FROM ALL OTHER OCCUPANCIES IN ACCORDANCE WITH SECTION 508.4.

EXCEPTION: NO SEPARATION IS REQUIRED BETWEEN GROUP B, E AND R-2 SLEEPING UNITS ACCESSORY TO GROUP I-2 AND I-2.1 AND COVERED EXTERIOR ENTRANCES REQUIRED BY SECTION 11B-206.4.10 OR SECTION 1224.33.2.1 ACCESSORY TO GROUP I-2.

4. GROUP I-3 AND VEHICLE SALLY-PORTS SHALL BE SEPARATED FROM ALL OTHER OCCUPANCIES IN ACCORDANCE WITH SECTION 508.4.

EXCEPTION: NO SEPARATION IS REQUIRED BETWEEN GROUP B, E, R-2 SLEEPING UNITS AND S-2 OCCUPANCIES ACCESSORY TO GROUP I-3 OF TYPE I CONSTRUCTION.

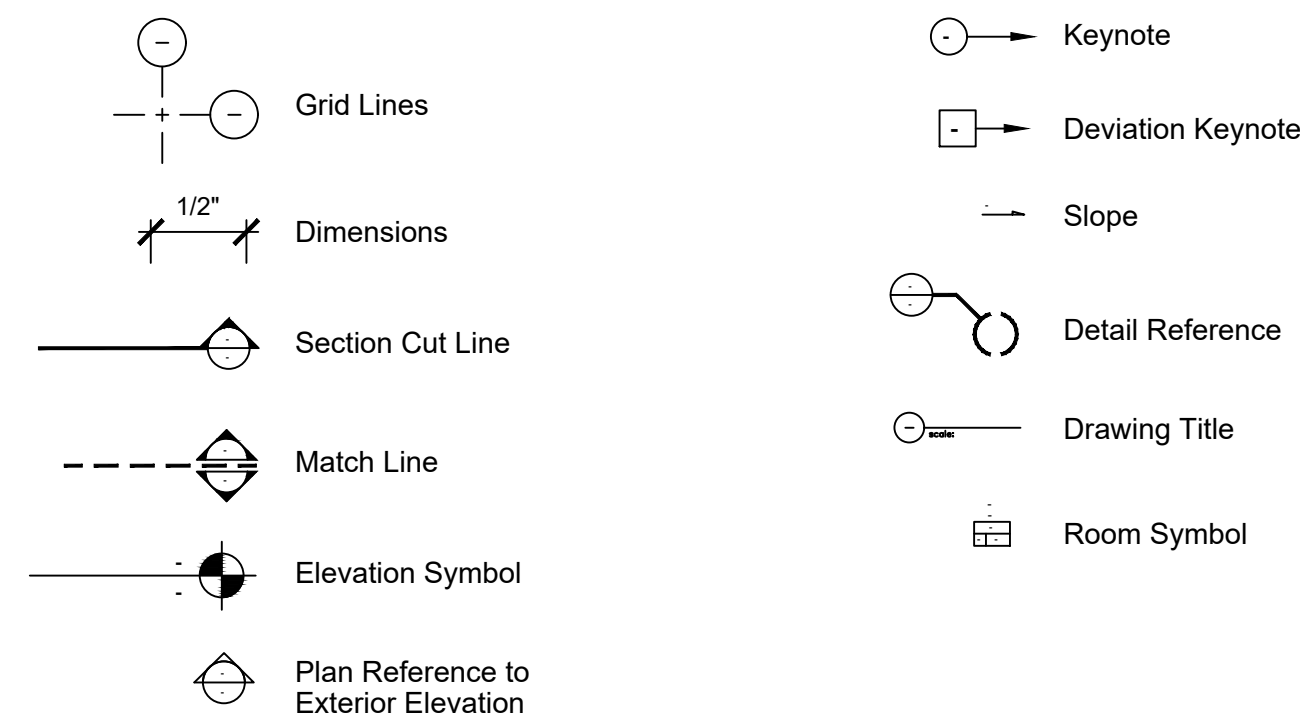
508.5 LIVE/WORK UNITS A LIVE/WORK UNIT SHALL COMPLY WITH SECTIONS 508.5 THROUGH 508.5.11. EXCEPTIONS:

- 1. DWELLING OR SLEEPING UNITS THAT INCLUDE AN OFFICE THAT IS LESS THAN 10 PERCENT OF THE AREA OF THE DWELLING UNIT ARE PERMITTED TO BE CLASSIFIED AS DWELLING UNITS WITH ACCESSORY OCCUPANCIES IN ACCORDANCE WITH SECTION 508.2. 2. LIVE/WORK UNITS COMPLYING WITH THE REQUIREMENTS OF SECTION 508.5 SHALL BE PERMITTED TO BE CONSTRUCTED AS ONE- AND TWO-FAMILY DWELLINGS OR TOWNHOUSES IN ACCORDANCE WITH THE CALIFORNIA RESIDENTIAL CODE, AS APPLICABLE.

508.5.2 OCCUPANCIES LIVE/WORK UNITS SHALL BE CLASSIFIED AS A GROUP R-2 OCCUPANCY. SEPARATION REQUIREMENTS FOUND IN SECTIONS 420 AND 508 SHALL NOT APPLY WITHIN THE LIVE/WORK UNIT WHERE THE LIVE/WORK UNIT IS IN COMPLIANCE WITH SECTION 508.5. NONRESIDENTIAL USES THAT WOULD OTHERWISE BE CLASSIFIED AS EITHER A GROUP H OR S OCCUPANCY SHALL NOT BE PERMITTED IN A LIVE/WORK UNIT.

EXCEPTION: STORAGE SHALL BE PERMITTED IN THE LIVE/WORK UNIT PROVIDED THAT THE AGGREGATE AREA OF STORAGE IN THE NONRESIDENTIAL PORTION OF THE LIVE/WORK UNIT SHALL BE LIMITED TO 10 PERCENT OF THE SPACE DEDICATED TO NONRESIDENTIAL ACTIVITIES.

DRAWING SYMBOLS



ABBREVIATIONS

Table of abbreviations for construction terms such as Anchor Bolt, Asphaltic Concrete, Acoustical Ceiling Tile, etc., with their corresponding symbols and full names.

SITE INFORMATION

PROJECT ADDRESS:

21485 & 21505 TRAIL BLAZER LN ESCONDIDO, CA 92029

ACCESSOR'S PARCEL NUMBER:

235-570-56-00 235-571-17-00

LEGAL DESCRIPTION:

LOTS 74 AND 75 OF COUNTY OF SAN DIEGO TRACT NO. 5365-2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 15889, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, RECORDED JANUARY 18, 2013, FILE NO. 2013-0040291

LOT SIZE:

LOT 74 - 1.274 ACRES

LOT 75 - 1.623 ACRES

PROJECT DATA

EXISTING USE:

VACANT LAND

PROPOSED USE:

LIVE/WORK UNITS

HISTORIC DESIGNATION:

JOHNSON WARD HOUSE

BUILDING CODE COMPLIANCE:

2022 CALIFORNIA BUILDING CODE 2022 CALIFORNIA RESIDENTIAL CODE 2022 CALIFORNIA ENERGY CODE 2022 CALIFORNIA HISTORICAL BUILDING CODE 2022 CALIFORNIA FIRE CODE 2022 CALIFORNIA GREEN BUILDING STANDARDS

CONSTRUCTION TYPE:

TYPE V - NR

OCCUPANCY GROUPS:

RESIDENTIAL - R2

PARKING - U

ZONING DESIGNATIONS:

HARMONY GROVE VILLAGE SPECIFIC PLAN

OVERLAY ZONES:

VILLAGE CORE PLANNING AREA 1

SETBACKS:

SEE TABLE BELOW FROM THE APPROVED VTM (NO. 5365) FOR HARMONY GROVE VILLAGE

Harmony Grove Village Design Guideline/Major Use Permit/Specific Plan

Table with columns: Product Type, Lot Size, Maximum Structure Height, Required Setbacks (Front, Side, Rear). Live/Work units are 30' x 85' (2500 SF) with setbacks of 4', 4', and 5'.

DESIGN TEAM DIRECTORY

OWNER

HARMONY GROVE HK INVESTORS LLC BY: NUWI CAPITAL INC. 2120 COLORADO AVENUE #160 SANTA MONICA, CA 90404 CONTACT: GLENN CARDOSO c. 310.394.3379 glenn@nuwi.com

ARCHITECT

SMITHTON ARCHITECTS 4516 1/2 30TH STREET SAN DIEGO, CA 92116 CONTACT: DEBORAH SMITHTON c. 619.573.5522 deborah@smithtonarchitects.com

CIVIL ENGINEER

RICK ENGINEERING COMPANY 5620 FRIARS RD SAN DIEGO, CA 92110 CONTACT: REBECCA MORRIS o. 619.291.0707 c. 619.372.2743 rmorris@rickengineering.com

LANDSCAPE

RICK ENGINEERING COMPANY 5620 FRIARS RD SAN DIEGO, CA 92110 CONTACT: MICHAEL TAYLOR o. 619.291.0707 c. 619.549.6784 mtaylor@rickengineering.com

LAND USE CONSULTANT

ATLANTIS GROUP LAND USE CONSULTANTS 2488 HISTORIC DECATUR RD, SUITE 220 SAN DIEGO, CA 92106 CONTACT: JEANNETTE TEMPLE o. 619.523.1930 c. 619.861.6734 jtemple@atlantissd.com



4516 1/2 30TH STREET SAN DIEGO, CA 92116

ARCHITECT:



DEBORAH M. SMITHTON, AIA (619) 573-5522

HARMONY GROVE VILLAGE CENTER 21485 & 21505 TRAIL BLAZER LN ESCONDIDO, CA 92029

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SHEET SIZE: 42" x 30" DO NOT SCALE DRAWINGS

SHEET TITLE: GENERAL NOTES

DATE: 02.23.24

SCALE: N.T.S.

SHEET: A100

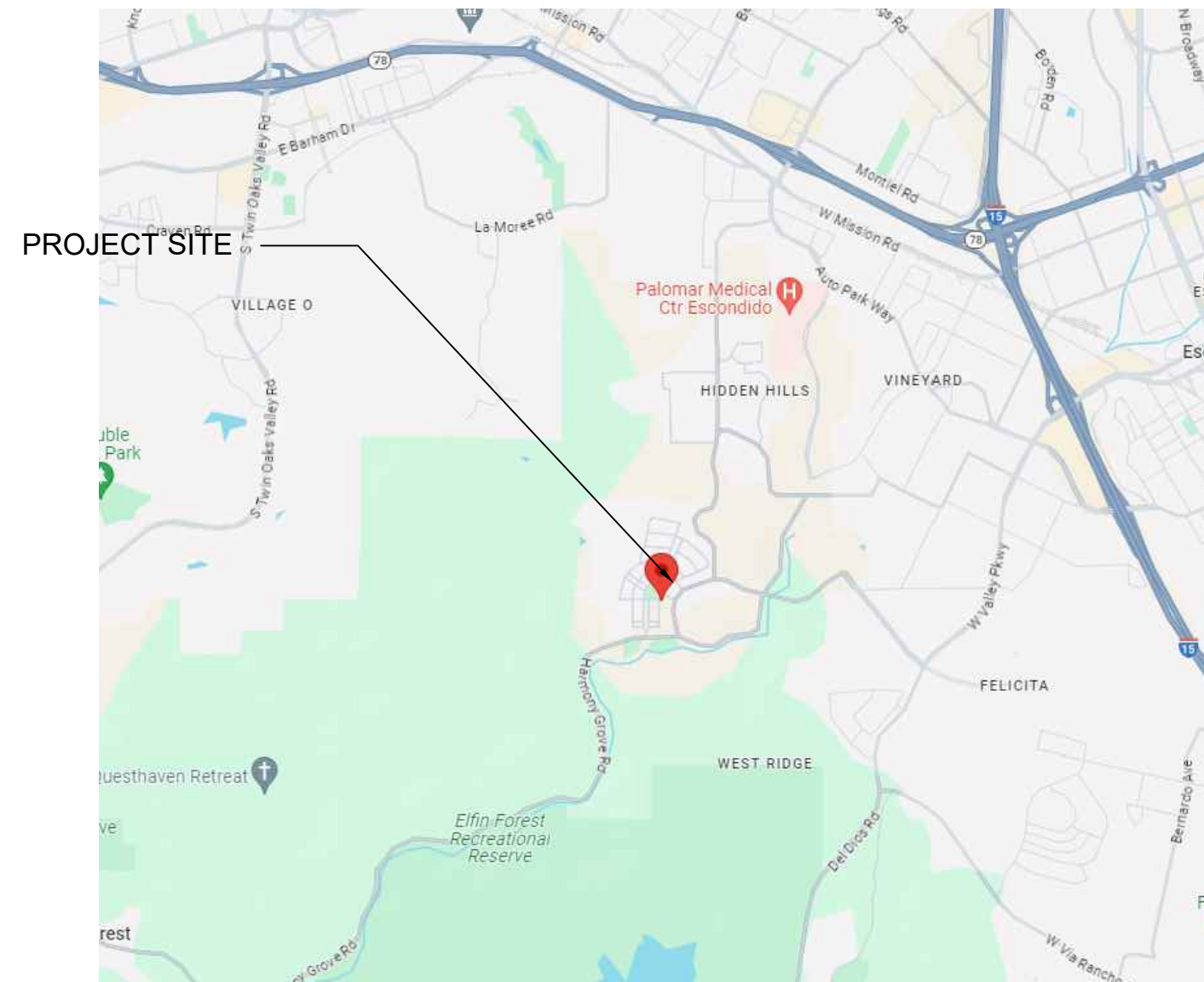
DEVELOPMENT SUMMARY

Summary table showing lot information for existing and proposed lots, including lot numbers and areas.

RESIDENTIAL UNIT MIX

Table showing unit mix with columns: Unit Type, Number of Units, Unit Square Footage, Garage Square Footage, Patio/Deck Square Footage, Retail, Office and/or Professional Uses per Unit Square Footage.

VICINITY MAP



TRAIL BLAZER LANE



KEYNOTES

- 1 (E) RESIDENTIAL BUILDING TO REMAIN, NOT IN SCOPE
- 2 (E) HISTORIC JOHNSON WARD HOUSE TO REMAIN, NOT IN SCOPE
- 3 PROPOSED (N) BLUE CURB DESIGNATED ADA PARKING FOR JOHNSON WARD HOUSE
- 4 PROPOSED (N) GUEST PARKING SPACE 9'-0" X 18'-0" TYP.
- 5 PROPOSED (N) NON-COMBUSTIBLE FENCE AND GATES BETWEEN UNITS - 6'-0" HIGH, TYP. FOR ALL. REFER TO LANDSCAPE DWGS FOR MORE INFORMATION
- 6 WIDTH OF PROPOSED (N) ALLEY TO BE 24'-0"
- 7 PROPOSED (N) CONTINUATION OF EXISTING PRIVATE ALLEY TO BE 24'-0" WIDE
- 8 LOCATION OF LIVE/WORK SPACE IN PROPOSED (N) RESIDENTIAL UNIT
- 9 PROPOSED (N) BIKE RACK FOR UP TO (8) BICYCLES
- 10 PROPOSED LOT LINES
- 11 TYPICAL (N) RESIDENTIAL CONCRETE DRIVEWAY, WIDTH 16'-0"
- 12 HISTORIC PRESERVATION EASEMENT GRANTED OVER A PORTION OF LOT 74 ER DOC. REG. SEPTEMBER 27, 2012 AS DOC. NO. 2012-0588646
- 13 EASEMENT FOR PEDESTRIAN AND EQUESTRIAN TRAIL PER MAP 15889
- 14 EASEMENT FOR PEDESTRIAN AND EQUESTRIAN PURPOSES
- 15 (N) 6'-0" H MASONRY WALL. REFER TO L-102 FOR MORE INFORMATION
- 16 (E) BLOCK WALL ALONG COUNTRY CLUB DRIVE. REFER TO L-102 FOR MORE INFORMATION
- 17 (N) SPLIT RAIL FENCING ON RETAINING WALL, 3'-6" H. REFER TO L-102 FOR MORE INFORMATION
- 18 (N) BIKE RACK FOR (3) BICYCLES PROVIDED FOR JOHNSON WARD HOUSE
- 19 (N) 2-CAR RESIDENTIAL PRIVATE GARAGE, 21'-0" X 20'-0"
- 20 PROPOSED FIRE HYDRANT, REFER TO CIVIL
- 21 (N) PEDESTRIAN GATE
- 22 (E) FIRE HYDRANT
- 23 (N) SPLIT RAIL FENCING ON GRADE, 3'-6" H. REFER TO L-102 FOR MORE INFORMATION
- 24 (N) 6" H CMU WALL ON RETAINING WALL. REFER TO L-102 FOR MORE INFORMATION

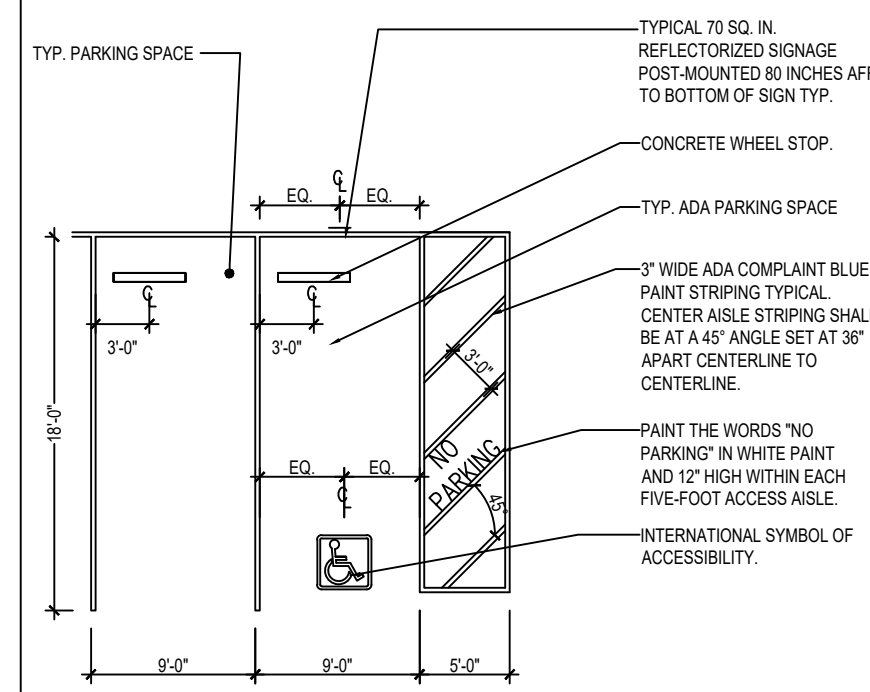
LEGEND

- # = PROPOSED (N) RESIDENTIAL UNIT NUMBER
- ◆ = PROPOSED (N) RESIDENTIAL BUILDING TYPE REFER TO DEVELOPMENT SUMMARY ON A100
- ▨ = PROPOSED (N) RESIDENTIAL PRIVATE GARAGE
- ▧ = PROPOSED (N) RESIDENTIAL CONCRETE DRIVEWAY
- ▩ = PROPOSED (N) PRIVATE ALLEY
- = PROPOSED (N) SPECIAL PAVERS AT (N) ALLEYS
- = PROPERTY LINE
- - - = PROPOSED LOT LINE REFER TO CIVIL C-103

NOTES

1. All paving shall conform to the County of San Diego Parking Design Manual Feb. 2013
2. All signage and striping shall conform to the County of San Diego Parking Design Manual Feb. 2013
3. All signage and striping shall conform to the County of San Diego Traffic Guidelines, 2015
4. All signage and striping shall conform to the United States Dept of Justice 2010 Americans with Disability Act (ADA) Standards for Accessible Design
5. All outdoor lighting shall conform to the County of San Diego Lighting Code and Lighting Requirements within the Performance Standards of the Zoning Ordinance. In accordance with Section 6324 of the Zoning Ordinance all lighting trespass and spill shall not exceed the value of 0.2 foot candles measured in the horizontal or vertical plane at a point three feet above grade level and five feet inside the adjacent property.
6. All fencing within 5' of the structure shall be non-combustible.
7. All parking spaces, unless otherwise noted, are in compliance with the requirements of the Off-street Parking Design Manual
8. Refer to Civil plans for all turning radius, grades, fire hydrant locations and roadway surfaces and railings, and curbs. Refer to Landscape for all fencing, walls and gates.
9. Provide No Parking signage every 75' and stripe and stencil the curbs 4' No Parking Fire Access Lane.

ACCESSOR'S PARCEL NUMBER:
235-570-56-00
235-571-17-00



2 TYP. PARKING DETAIL
SCALE: 3/32" = 1'-0"

SMITHTON ARCHITECTS

4516 1/2 30TH STREET
SAN DIEGO, CA 92116

ARCHITECT:



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(e) glenn@nuwii.com

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SHEET SIZE: 42" x 30"
DO NOT SCALE DRAWINGS

SHEET TITLE:
SITE PLAN

DATE: 02.23.24

SCALE: 1" = 20'-0"

SHEET:
A101

1 SITE PLAN
SCALE: 1" = 20'-0"

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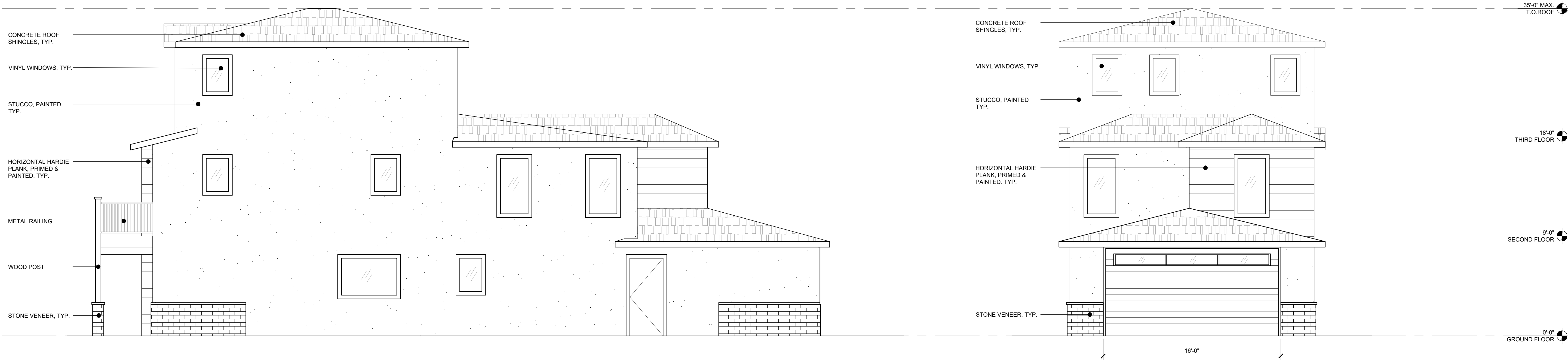
SHEET TITLE:
UNIT A EXTERIOR
ELEVATIONS

DATE: 02.23.24

SCALE: 1/4" = 1'-0"

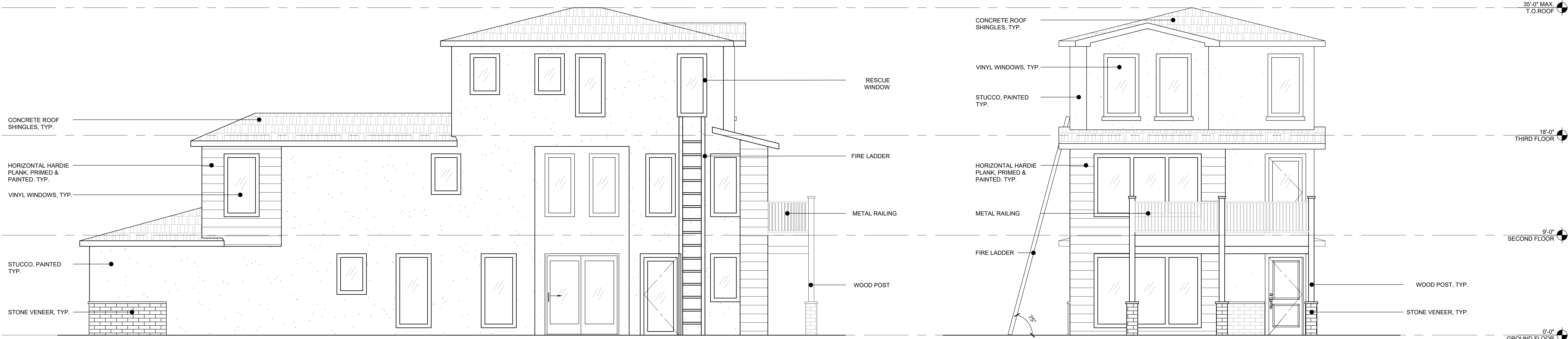
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A102



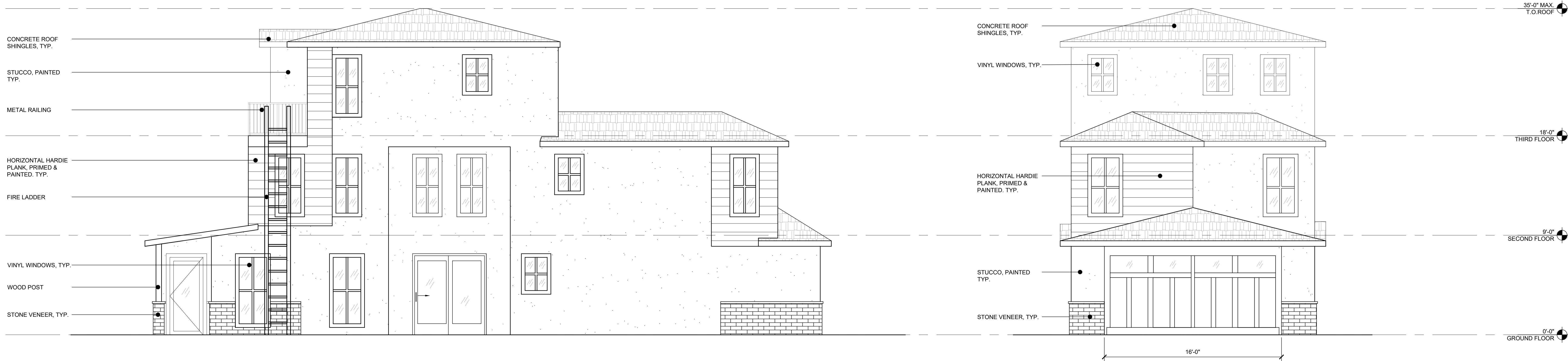
4 UNIT A - RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

3 UNIT A - BACK ELEVATION
SCALE: 1/4" = 1'-0"



2 UNIT A - LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

1 UNIT A - FRONT ELEVATION
SCALE: 1/4" = 1'-0"



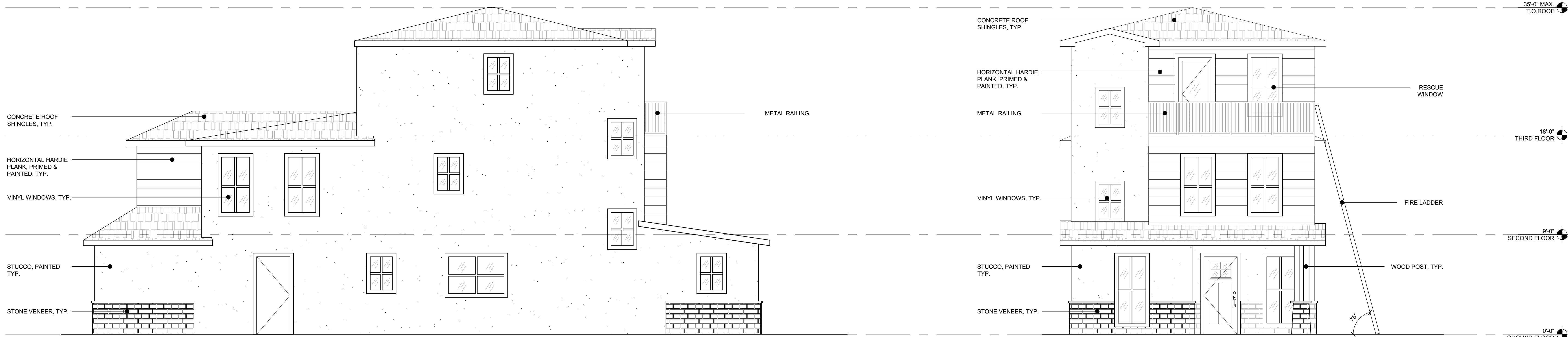
4 UNIT B - RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



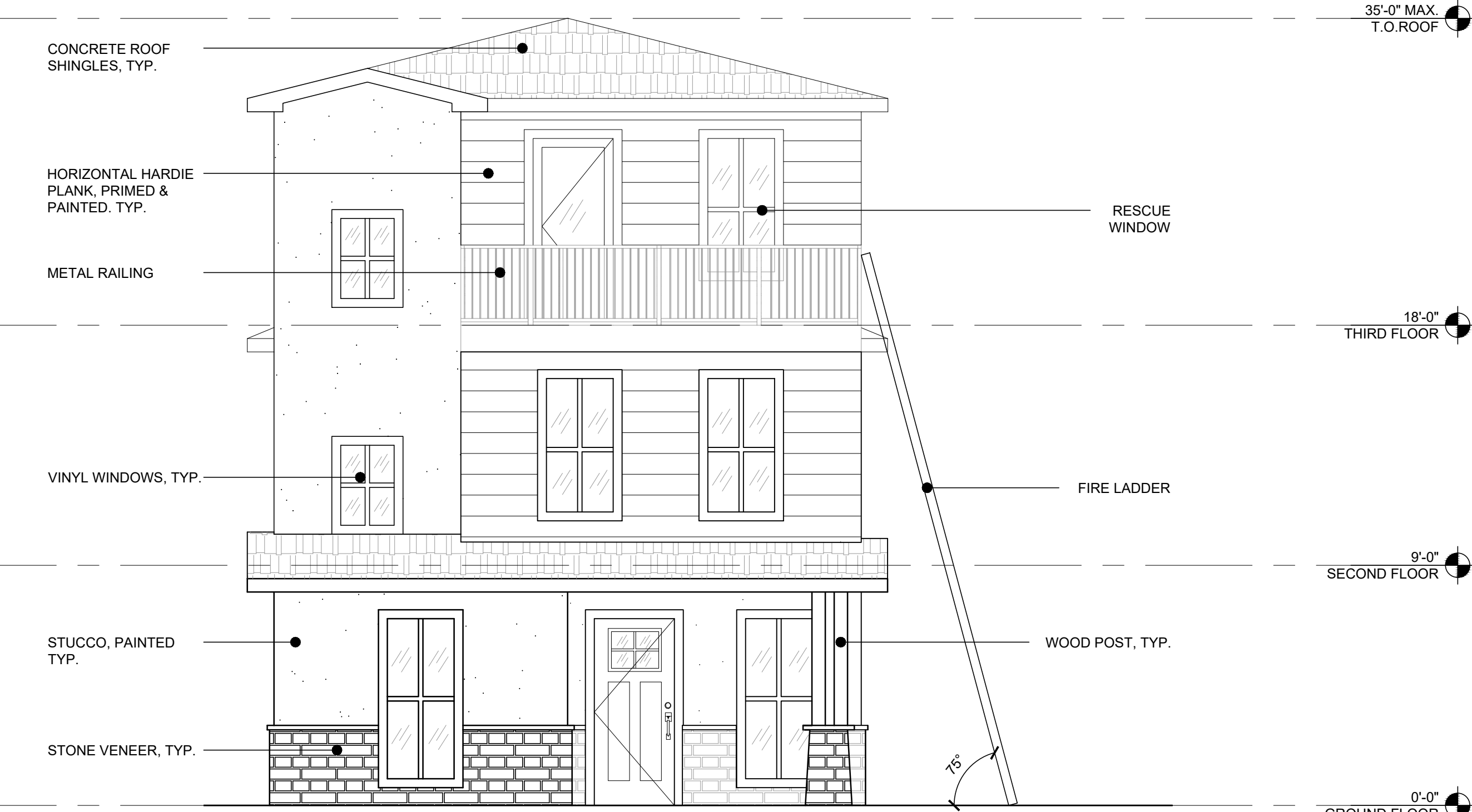
3 UNIT B - BACK ELEVATION

SCALE: 1/4" = 1'-0"



2 UNIT B - LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"

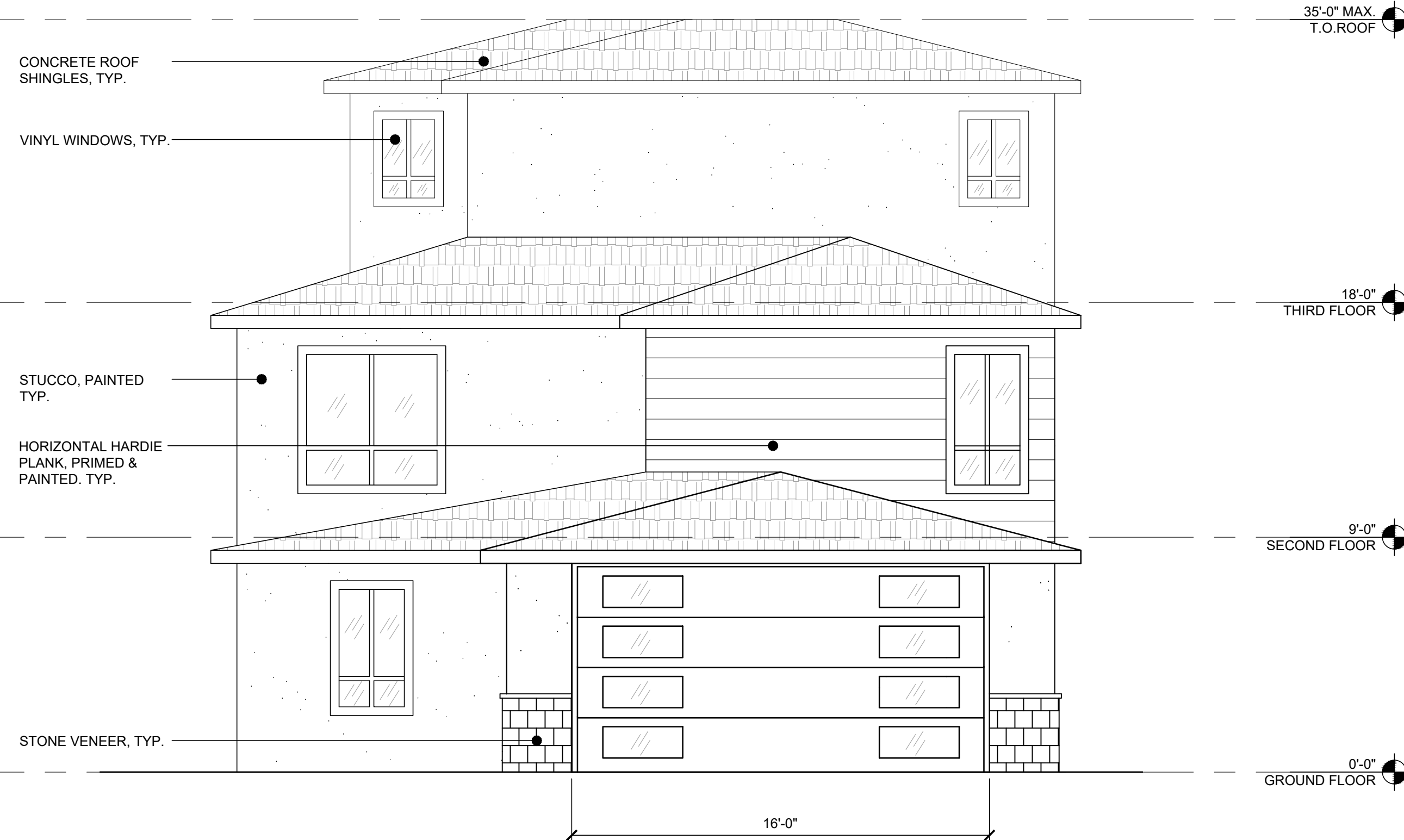


1 UNIT B - FRONT ELEVATION

SCALE: 1/4" = 1'-0"



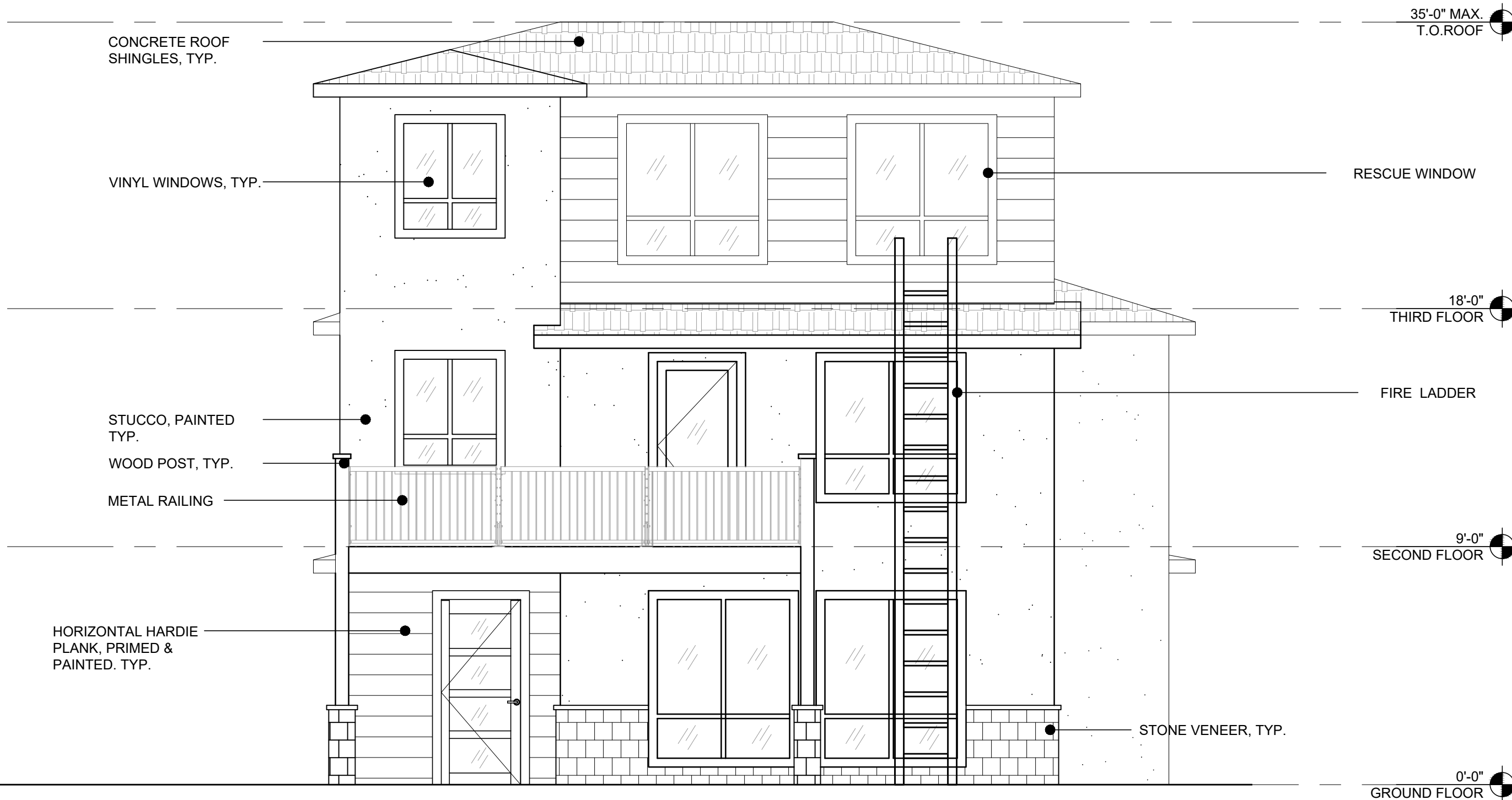
4 UNIT C - RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



3 UNIT C - BACK ELEVATION
SCALE: 1/4" = 1'-0"



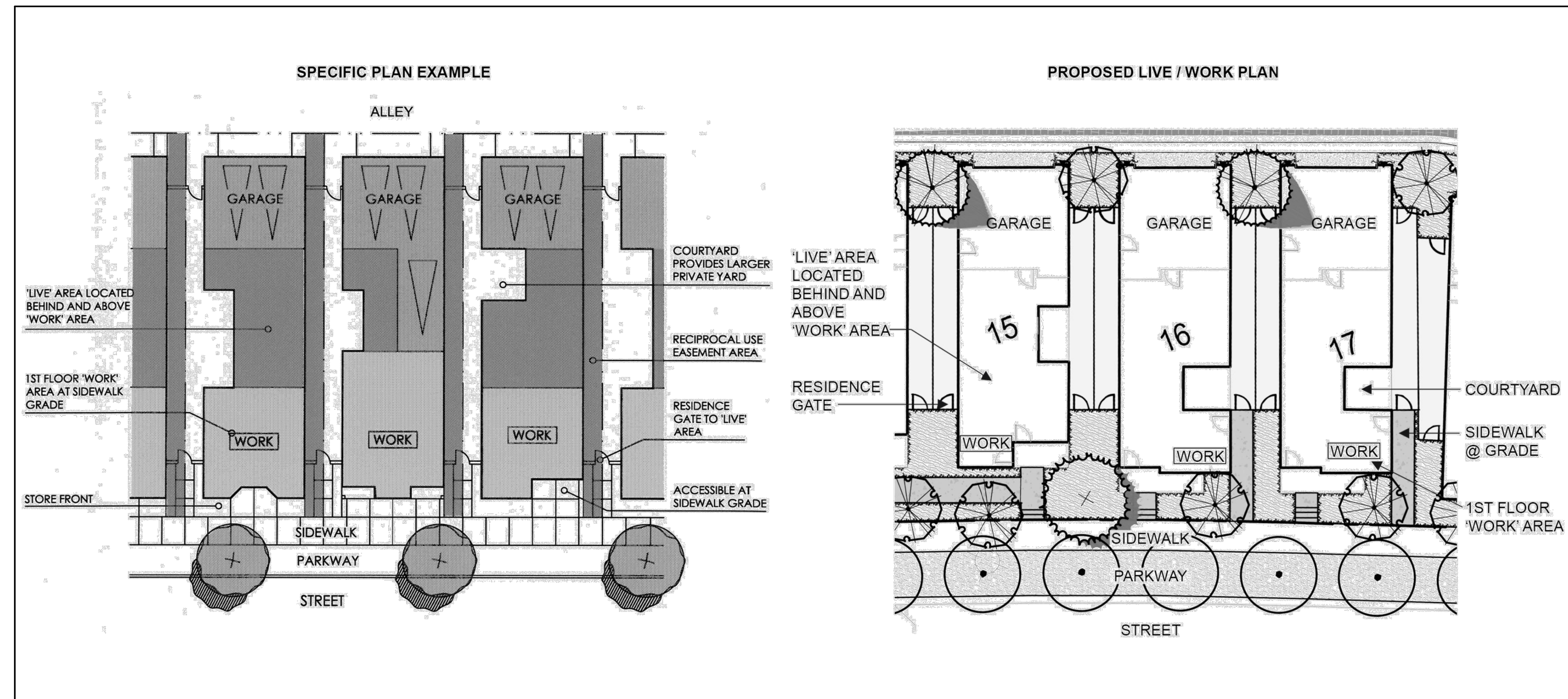
2 UNIT C - LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



1 UNIT C - FRONT ELEVATION
SCALE: 1/4" = 1'-0"



2 IMAGERY EXHIBIT
SCALE: N.T.S.



1 LIVE/WORK EXHIBIT
SCALE: N.T.S.

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SHEET TITLE:
MATERIAL EXHIBIT

DATE: 02.23.24

SCALE: N.T.S.

SHEET:

A106



1 MATERIAL EXHIBIT
SCALE: N.T.S.

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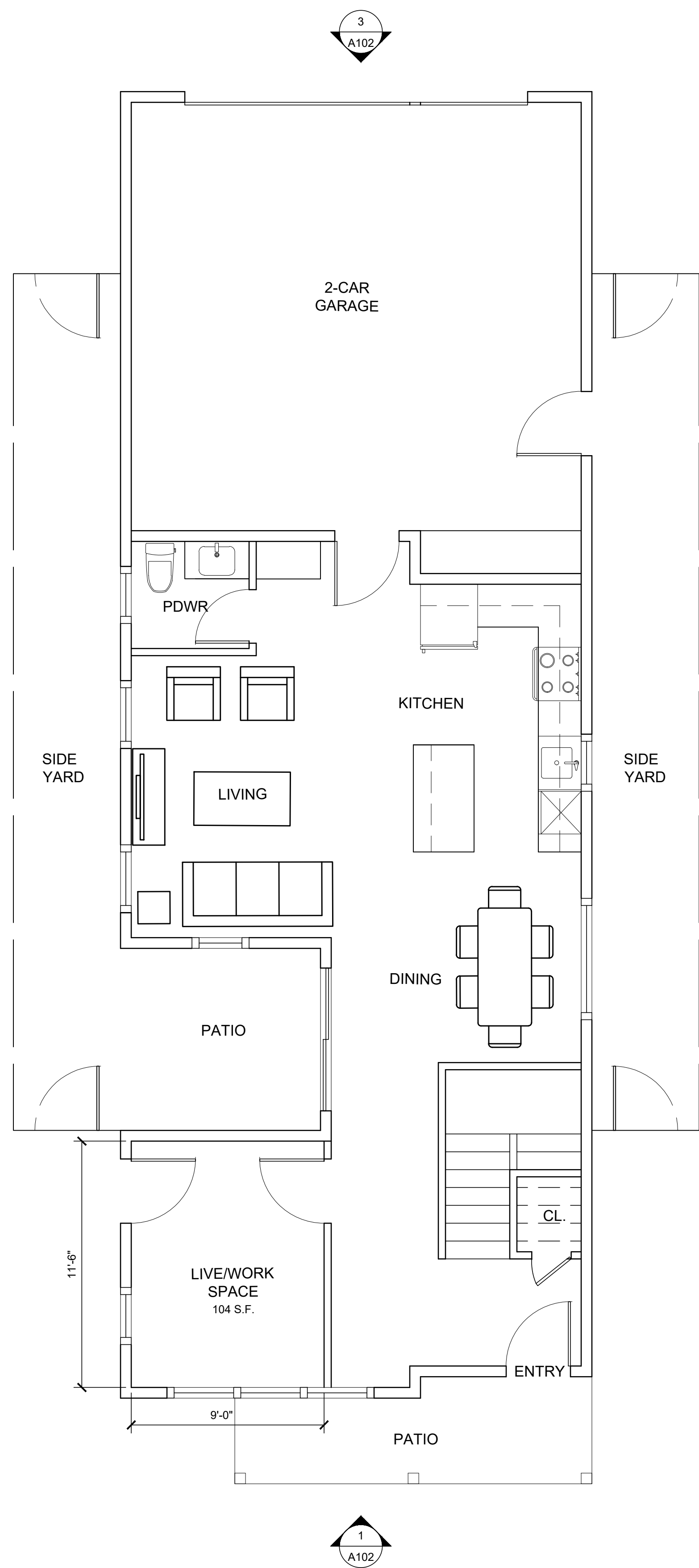
SHEET TITLE:
UNIT GROUND FLOOR PLANS

DATE: 02.23.24

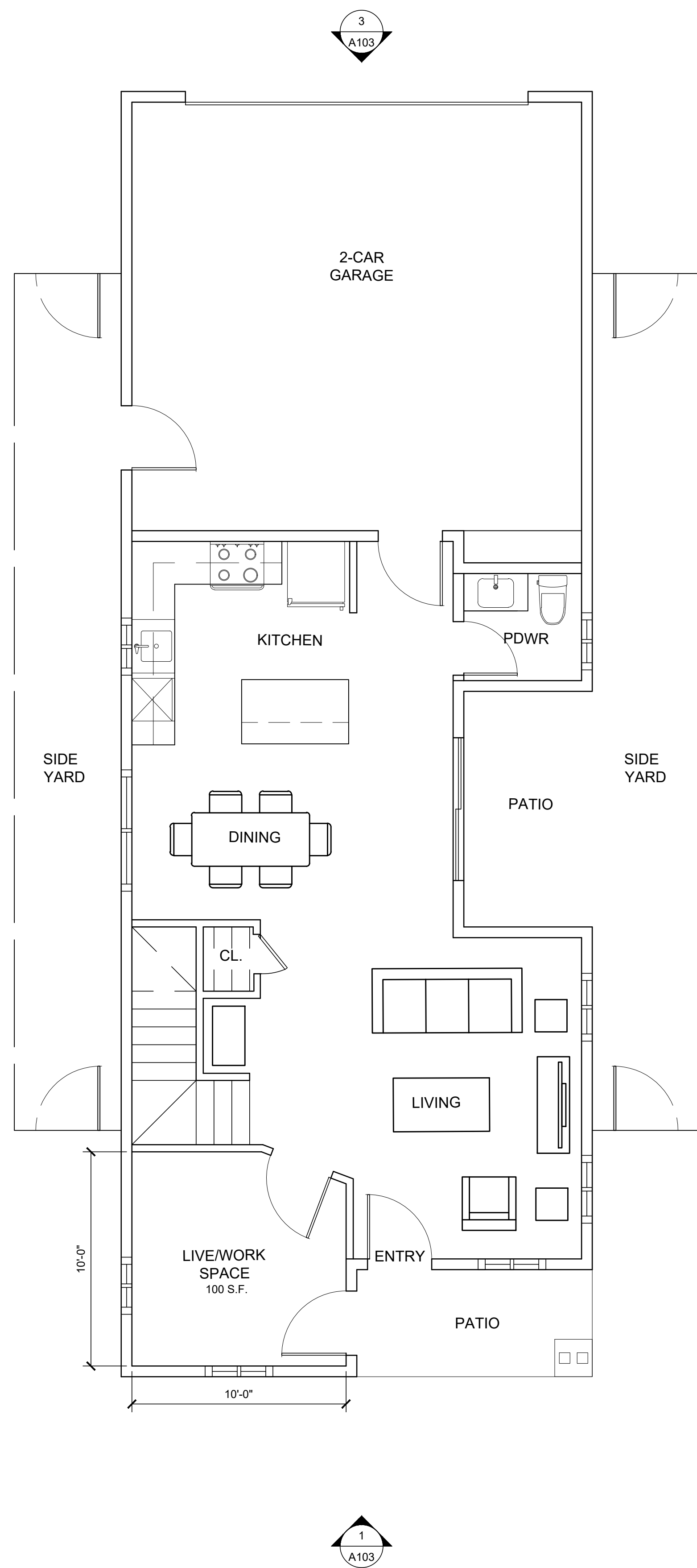
SCALE: 1/4" = 1'-0"

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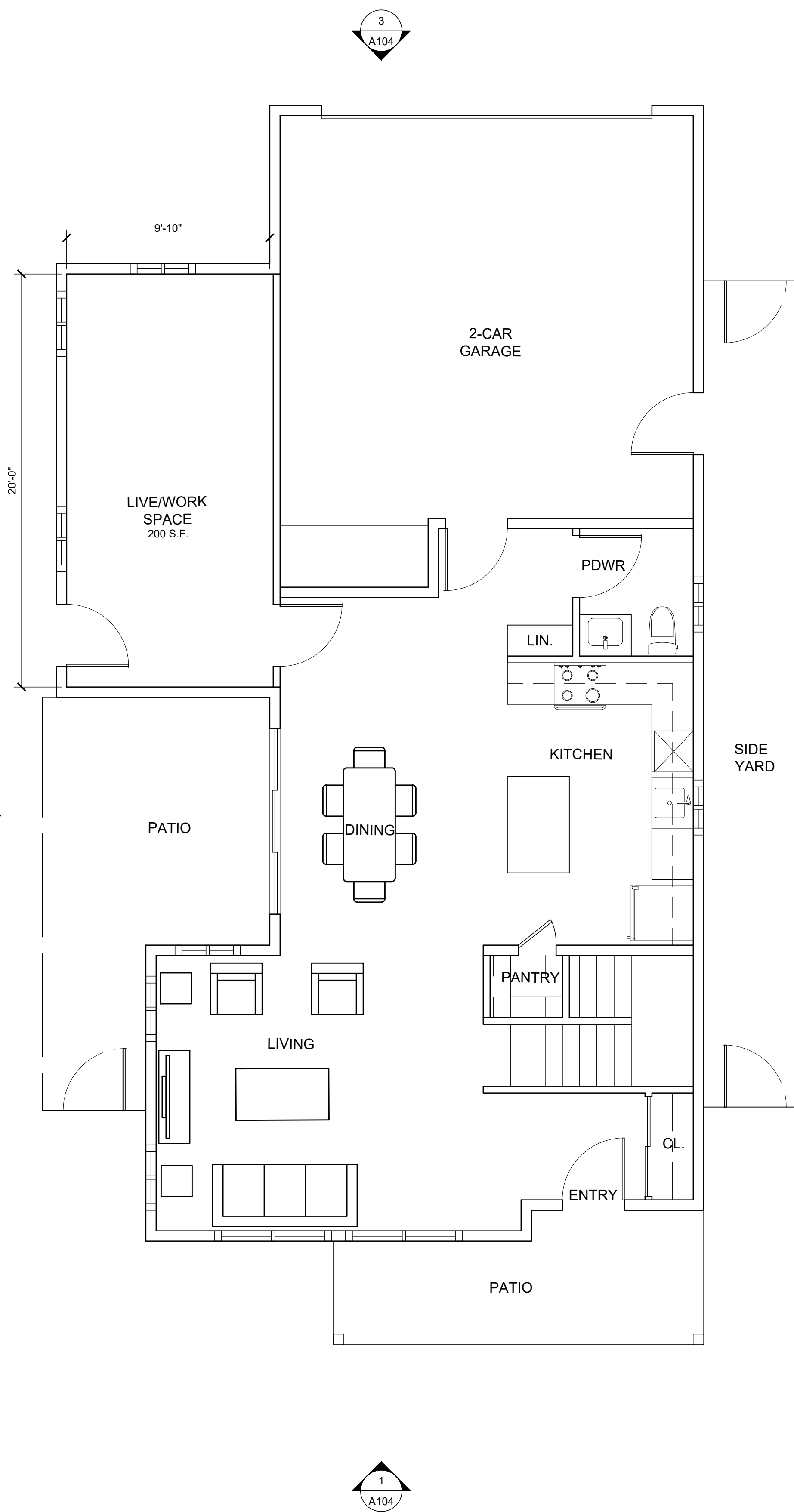
A107



1 UNIT A GROUND FLOOR PLAN
SCALE: 1/4" = 1'-0"



2 UNIT B GROUND FLOOR PLAN
SCALE: 1/4" = 1'-0"



3 UNIT C GROUND FLOOR PLAN
SCALE: 1/4" = 1'-0"

GRADING QUANTITIES

CUT: 3,060 CY
FILL: 2,175 CY
IMPORT: N/A
EXPORT: 885 CY

EXISTING LEGAL DESCRIPTION

LOTS 74 AND 75 OF COUNTY OF SAN DIEGO TRACT NO. 5365-2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 15889, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 18, 2013.

EXISTING LEGEND

- EXIST. IRRIGATION SERVICE (DIP)
EXIST. SEWER SERVICE
EXIST. WATER SERVICE (DIP)
EXIST. FIRE HYDRANT
EXIST. STREET LIGHT
EXIST. TRAFFIC SIGN

NOTE:

THIS PLAN IS PROVIDED TO ALLOW FOR FULL AND ADEQUATE DISCRETIONARY REVIEW OF THE PROPOSED DEVELOPMENT PROJECT. THE PROPERTY OWNER ACKNOWLEDGES THAT ACCEPTANCE OR APPROVAL OF THIS PLAN DOES NOT CONSTITUTE APPROVAL TO PERFORM AND GRADING SHOWN HEREON AND AGREES TO OBTAIN VALID GRADING PERMITS BEFORE COMMENCING SUCH ACTIVITY.

ASSESSOR PARCEL NUMBER

235-570-56, 235-571-17

EXISTING EASMENTS

- 1 HISTORIC PRESERVATION EASEMENT GRANTED OVER A PORTION OF LOT 74 PER DOC. REC. SEPTEMBER 27, 2012 AS DOC. NO. 2012-0588646.
2 COUNTY VISIBILITY EASEMENT PER MAP 15889
3 EASEMENT FOR PEDESTRIAN AND EQUESTRIAN TRAIL PER MAP 15889
4 SDGE BLANKET EASEMENT PER DOCUMENT # 2014-0339934 (NON-PLOTTABLE)
5 SDGE BLANKET EASEMENT PER DOCUMENT # 2014-0362249 (NON-PLOTTABLE)
6 SDGE BLANKET EASEMENT PER DOCUMENT # 2014-0519255 (NON-PLOTTABLE)

LEGEND

PROPOSED

- SEWER MANHOLE
SEWER
SEWER SERVICE
ELECTRICAL LINE
WATER MAIN
GATE VALVES
WATER BO/ARY
WATER SERVICE
STORM DRAIN (PVT.)
GRATED INLET (PVT.)
TYPE A CLEANOUT (PVT.)
ROCK PROTECTION/ENERGY DISSIPATOR (PVT.)
HEADWALL (PVT.)
RETAINING WALL (PVT.)
SUBDIVISION BOUNDARY
PROPERTY LINE
RIGHT-OF-WAY
FINISHED CONTOUR
DAYLIGHT LINE
TYPE 'B' CURB & GUTTER PER G-4 (PVT.)
4" PCC SIDEWALK (PVT.)
VEHICULAR CONCRETE
SPECIAL PAVERS PER LANDSCAPE PLANS
PROPOSED ASPHALT CONCRETE (PVT.)
10' DG PATH (PUBLIC)
TURF BLOCK PAVERS (PVT.)
SLOPE (2:1 UNLESS OTHERWISE NOTED)

KEY NOTES

- 1 ASPHALT PAVEMENT PER SOILS ENGINEER RECOMMENDATIONS (MEETING FIRE APPARATUS ACCESS LOADING REQUIREMENTS)
2 SPECIAL PAVERS (MEETING FIRE APPARATUS ACCESS LOADING REQUIREMENTS)
3 24" RESIDENTIAL DRIVEWAY PER SDRSD G-14A (MOD. 6" WINGS AND ROLLED CURB FOR FIRE TRUCK ACCESS)
4 RELOCATE EXISTING PUBLIC STREET LIGHT
5 6" STANDARD CURB (SDRSD G-01)
6 6" ROLLED CURB AND GUTTER (SDRSD G-4A)
7 10' CROSS-GUTTER (SDRSD G-10)
8 VAN ACCESSIBLE PARKING SPACE
9 STEPS WITH HANDRAILING (1" PER PLAN)
10 RAMP W/ HANDRAILING (8.3% MAX W/LANDINGS)
11 PROPOSED RETAINING WALL
12 UTILITY TRENCH AND REPAIR EXISTING ALLEY (SDRSD-G24 A&B)
13 RELOCATE STREET LIGHT
14 RELOCATE EXISTING RODMWD FACILITY
15 RELOCATED ELECTRICAL TRANSFORMER
16 PROPOSED STORM DRAIN
17 STORM WATER DISCHARGE POINT
18 CONNECT TO EXISTING STORM DRAIN STRUCTURE
19 PROPOSED FIRE HYDRANT
20 CONNECT TO EXISTING WATER MAIN
21 CONNECT TO EXISTING SEWER MAIN
22 PROPOSED PRIVATE GRATED INLET
23 PROPOSED TYPE A STORM DRAIN CLEANOUT
24 PROPOSED TYPE B INLET
25 PROPOSED 3" CURB OPENING
26 LOCATION OF LIVE/WORK SPACE IN PROPOSED RESIDENTIAL UNIT
27 EXISTING AIR VAC TO BE RELOCATED

NOTES

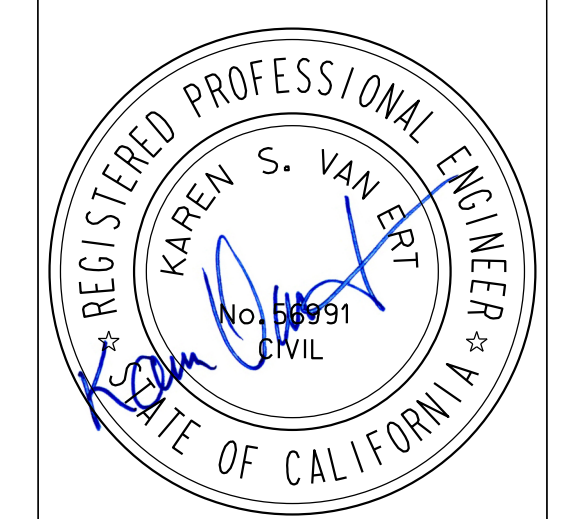
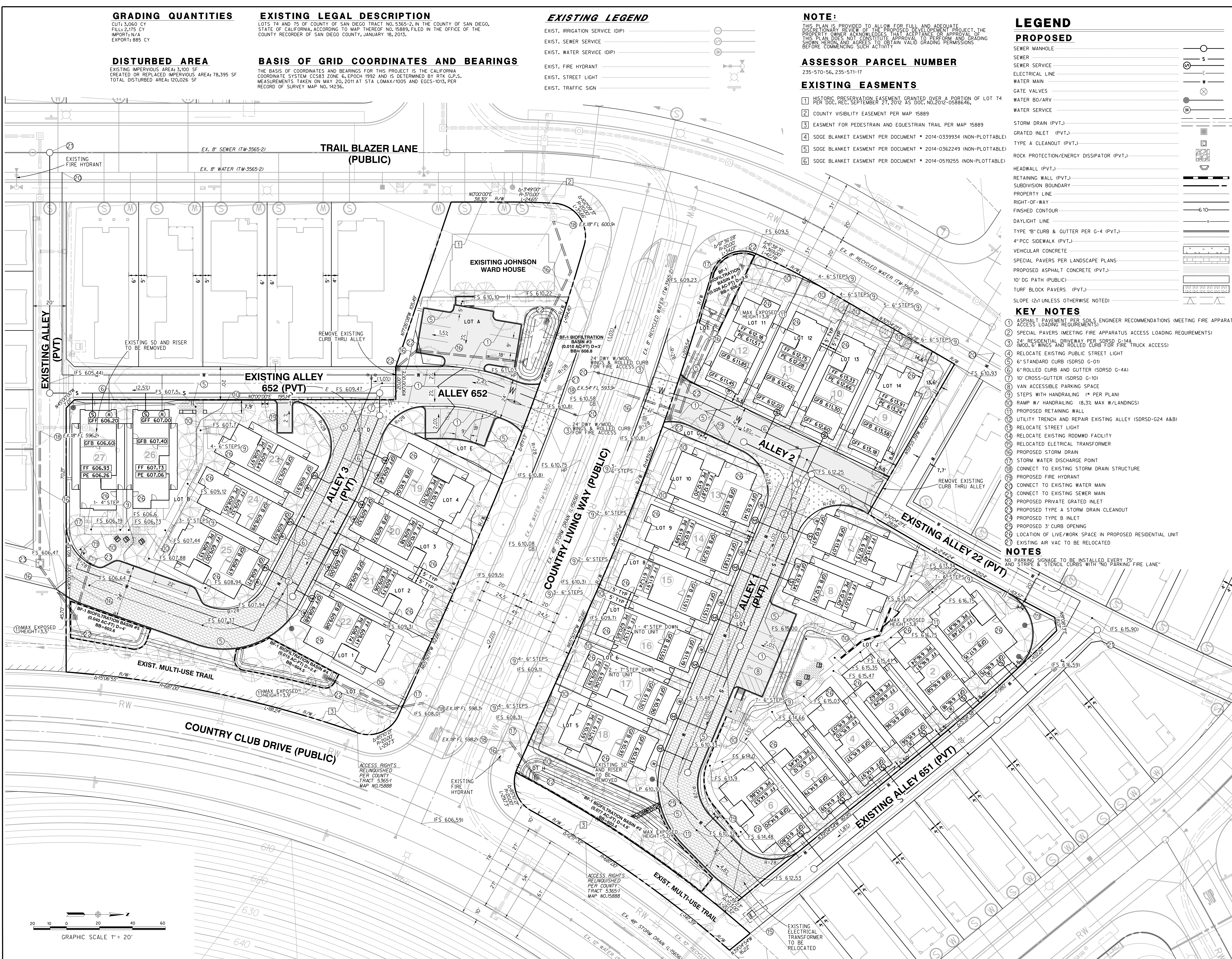
NO PARKING SIGNAGE TO BE INSTALLED EVERY 75' AND STRIPE & STENCIL CURBS WITH "NO PARKING FIRE LANE"

DISTURBED AREA

EXISTING IMPERVIOUS AREA: 3,100 SF
CREATED OR REPLACED IMPERVIOUS AREA: 78,395 SF
TOTAL DISTURBED AREA: 120,026 SF

BASIS OF GRID COORDINATES AND BEARINGS

THE BASIS OF COORDINATES AND BEARINGS FOR THIS PROJECT IS THE CALIFORNIA COORDINATE SYSTEM CCS83 ZONE 6, EPOCH 1992 AND IS DETERMINED BY RTK G.P.S. MEASUREMENTS TAKEN ON MAY 20, 2011 AT STA LOMAX/1005 AND EGCS-1013, PER RECORD OF SURVEY MAP NO. 14236.



HARMONY GROVE VILLAGE CENTER
21485 & 21505 TRAIL BLAZER LN
ESCONDIDO, CA 92029

OWNER:
HARMONY GROVE HK
INVESTORS LLC
BY: NUWI CAPITAL INC.
2120 COLORADO AVENUE #160
SANTA MONICA, CA 90404
Contact: Glenn Cardoso
(g) glenn@nuwi.com

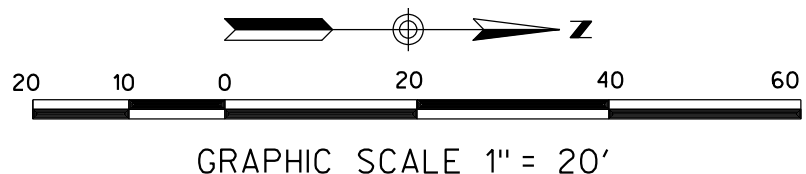
ENGINEER:
RICK
5620 FRIARS RD
SAN DIEGO, CA 92110
KAREN VAN ERT
619-291-0707
KVanErt@rickengineering.com

COUNTY SUBMITTAL 1-
2/23/2024
COUNTY SUBMITTAL 2-
3/28/2025
COUNTY SUBMITTAL 3-
8/4/2025
COUNTY SUBMITTAL 4-
11/7/2025

SHEET TITLE:
CIVIL GRADING &
UTILITY PLAN

DATE: 8/4/2025
SCALE: 1"=20'

SHEET:
C-101





5620 FRIARS ROAD
SAN DIEGO, CA 92110
619-291-0707
rickengineering.com



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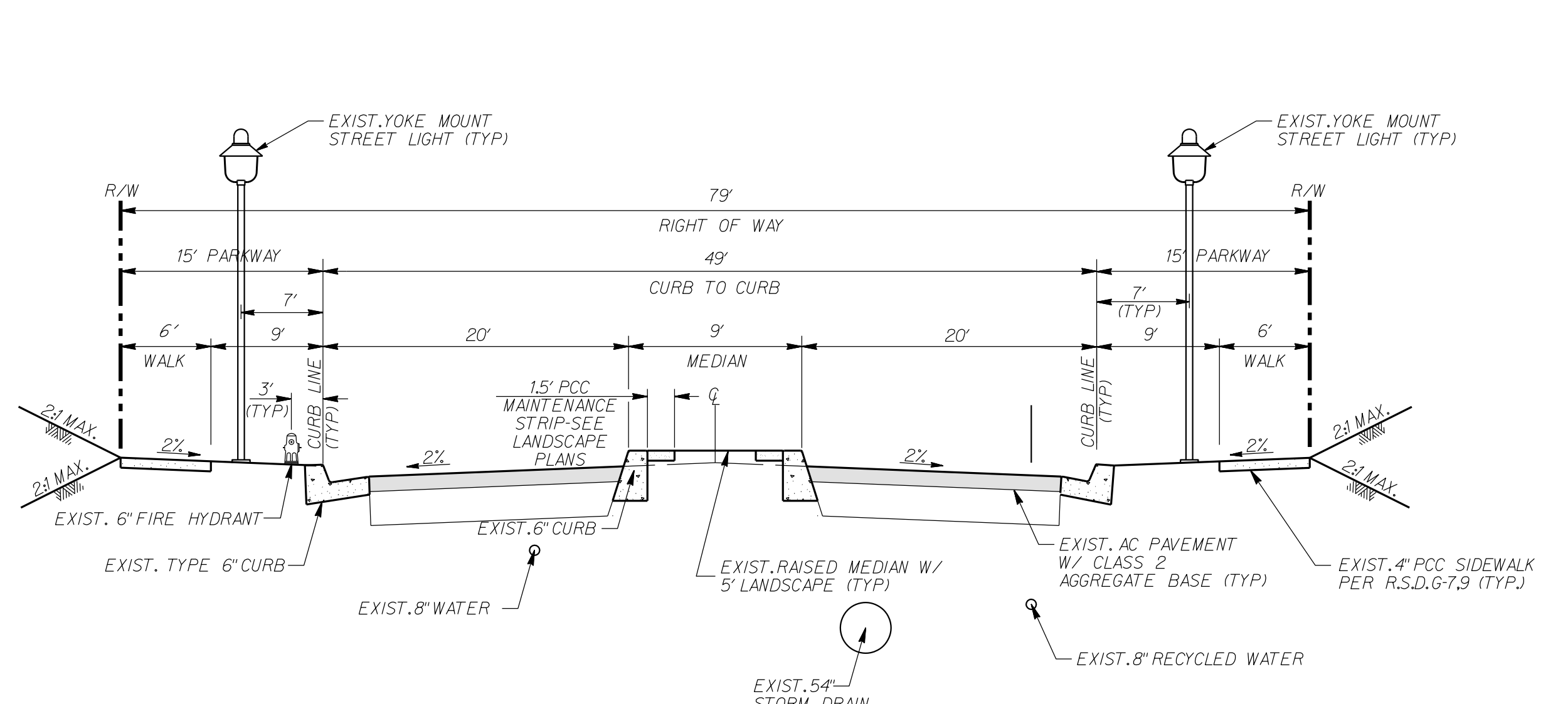
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COUNTY SUBMITTAL 1-
2/23/2024
COUNTY SUBMITTAL 2-
3/26/2025
COUNTY SUBMITTAL 3-
8/4/2025
COUNTY SUBMITTAL 4-
11/7/2025

SHEET TITLE:
CIVIL NOTES
AND DETAILS

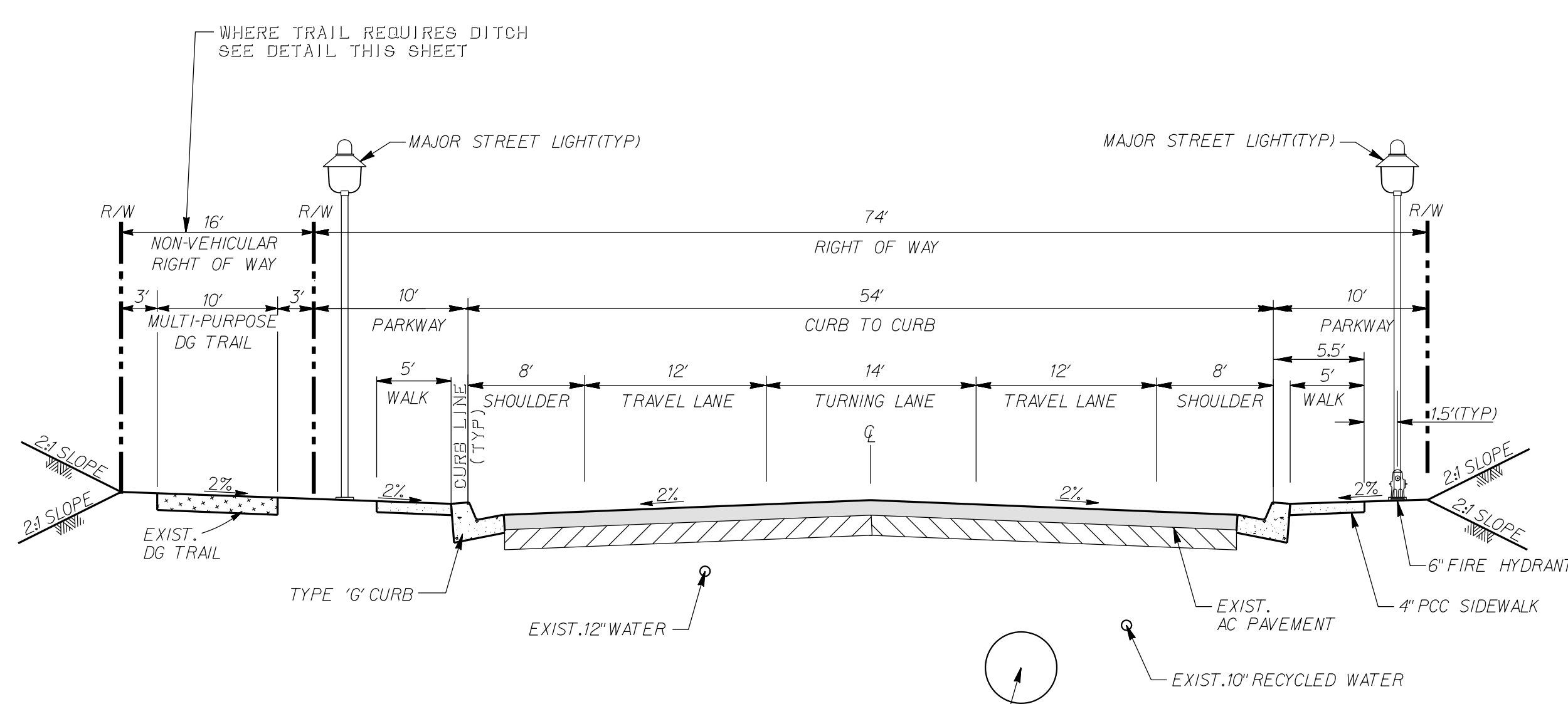
DATE: 8/4/2025
SCALE: N/A
SHEET:

C-102



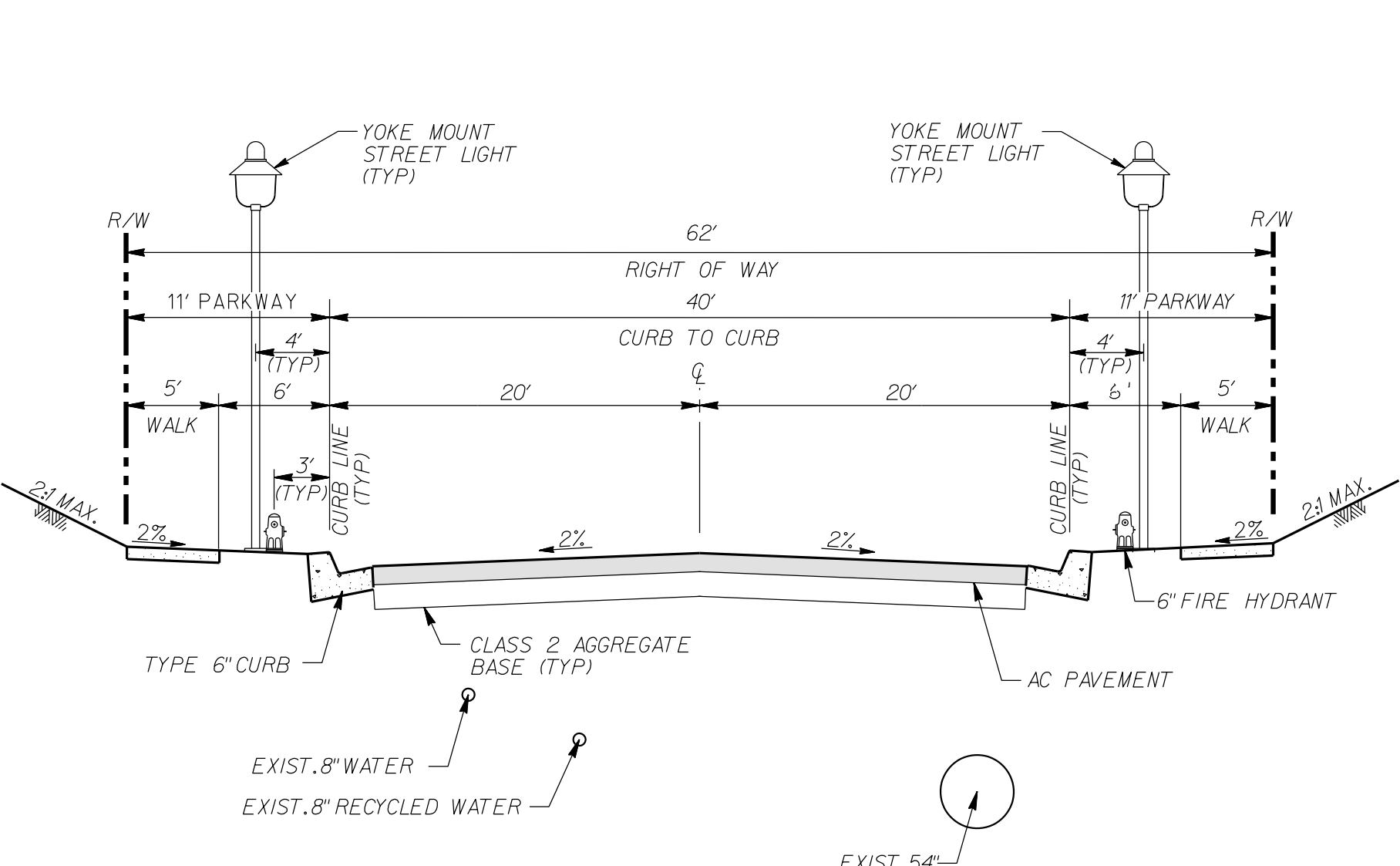
EXISTING TYPICAL SECTION-COUNTRY LIVING WAY

NOT TO SCALE



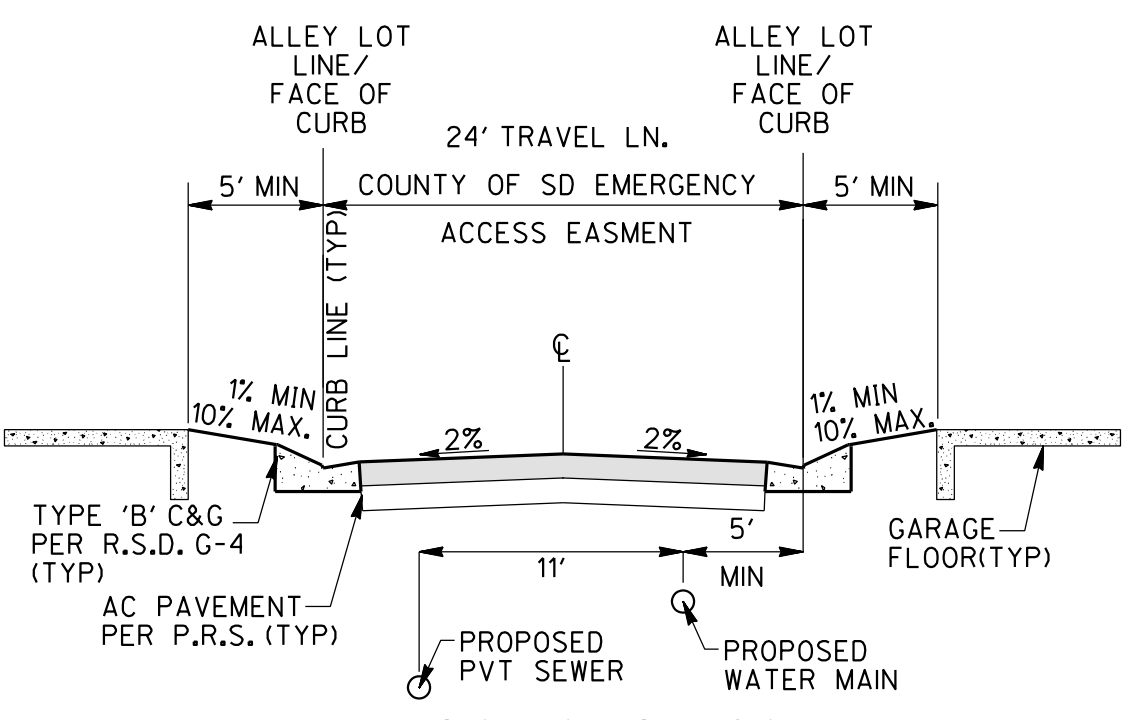
EXISTING COUNTRY CLUB DRIVE

STA 15+00.00 TO 30+00.00
NOT TO SCALE



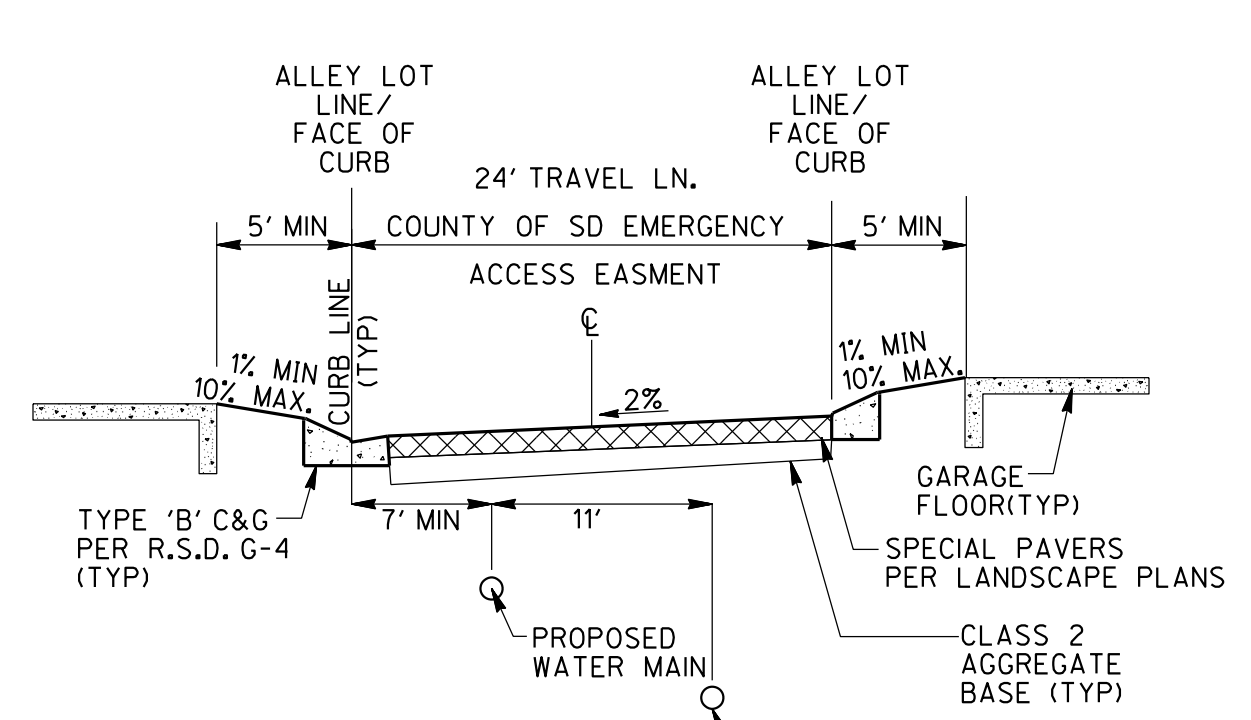
EXISTING TYPICAL SECTION TRAIL BLAZER LANE

NOT TO SCALE



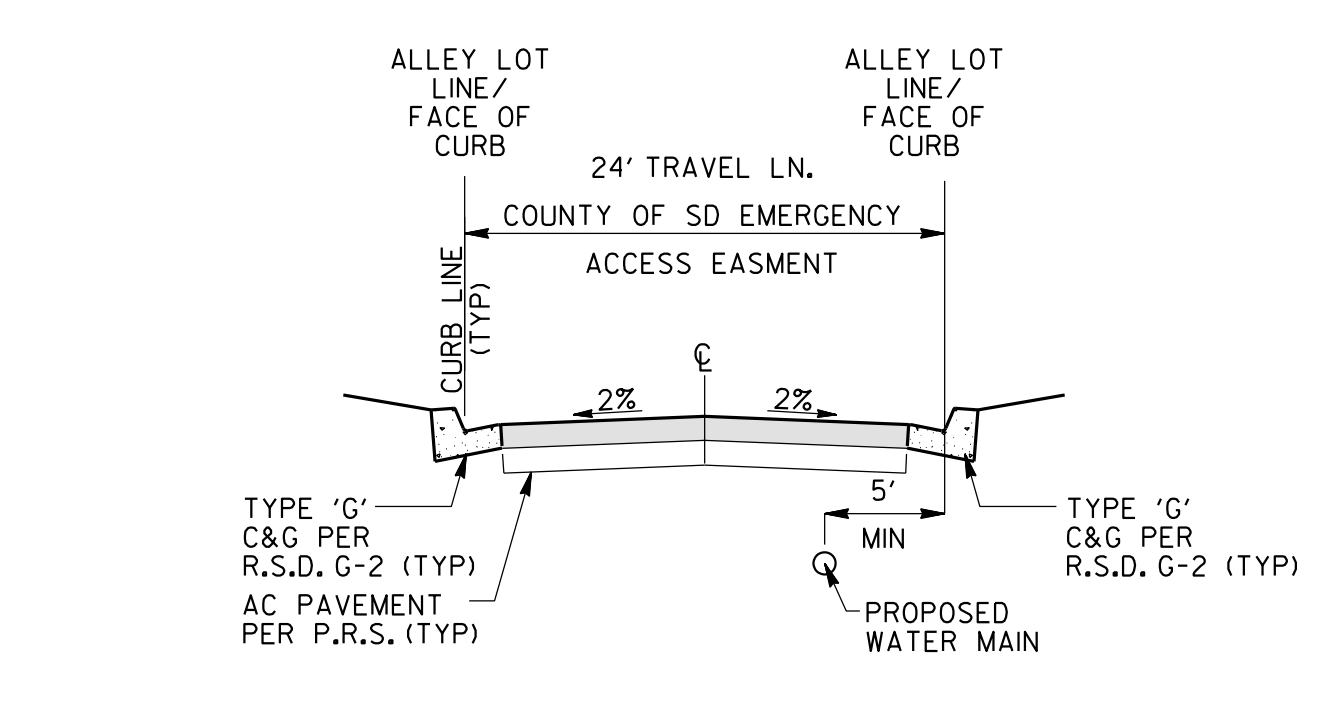
TYPICAL SECTION-ALLEY 2 (PRIVATE)

NOT TO SCALE



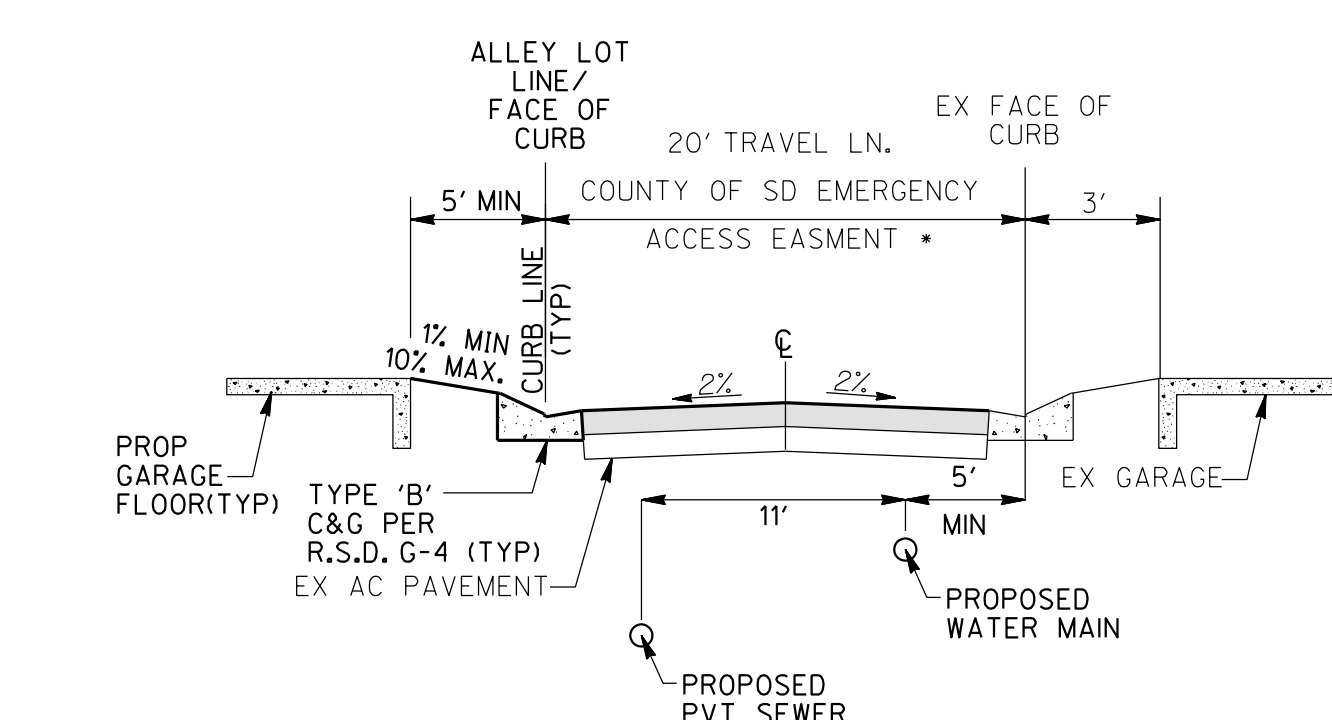
TYPICAL SECTION-ALLEY 1 & 3 (PRIVATE)

NOT TO SCALE



TYPICAL SECTION-ALLEY 652 (PRIVATE)

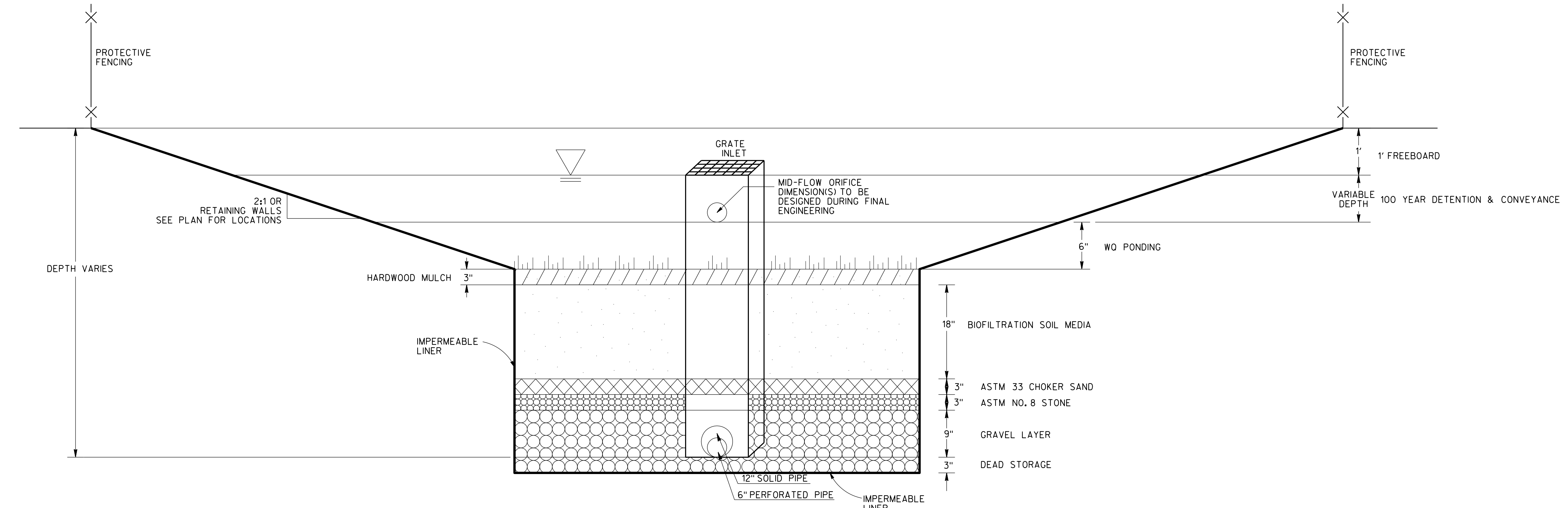
NOT TO SCALE



EXISTING SECTION-ALLEY 652 & 651 (PRIVATE)

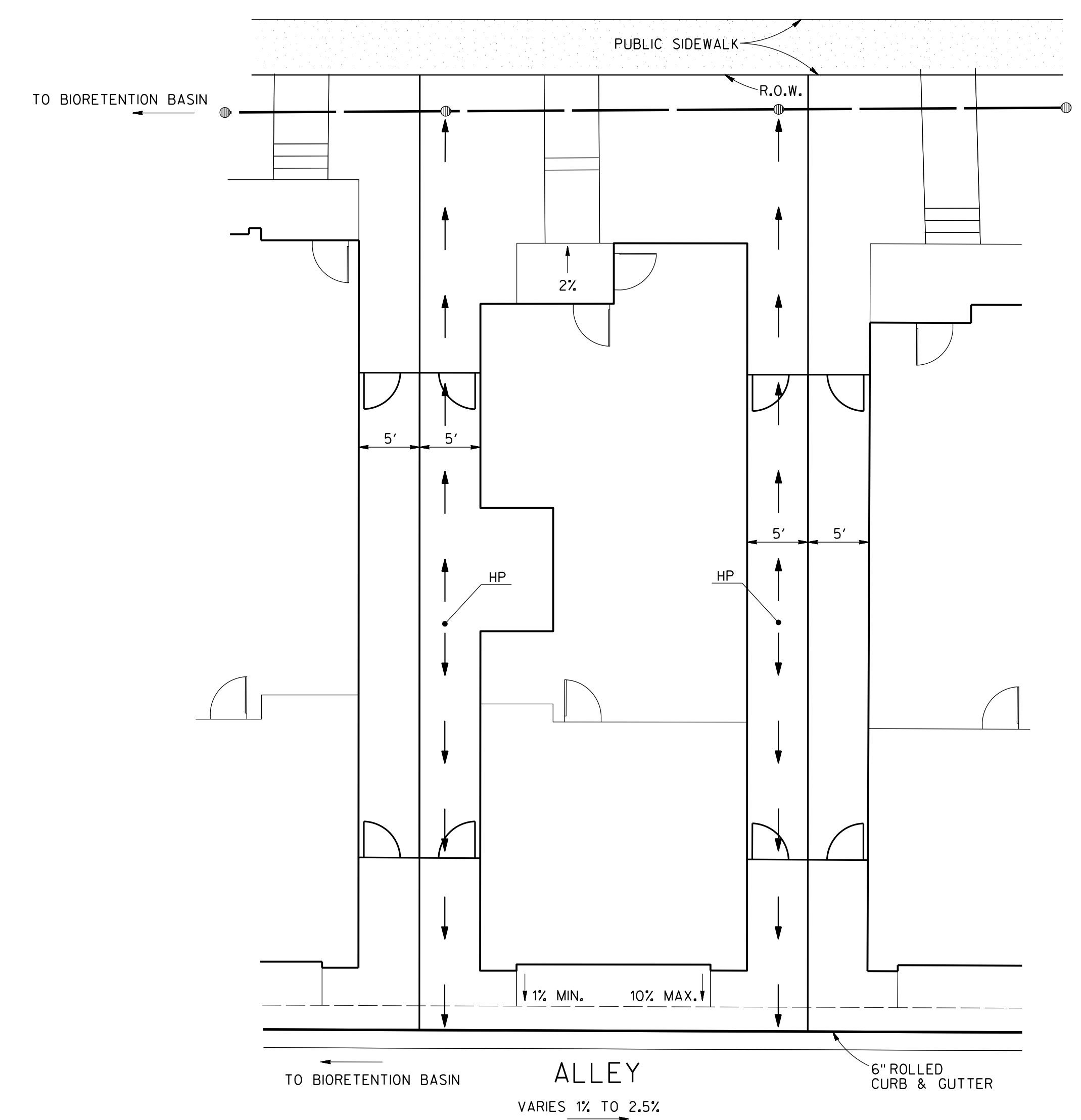
NOT TO SCALE

*EMERGENCY ACCESS EASEMENT ONLY OVER ALLEY 652 AND ALLEY 6



TYPICAL BF-1 BIOFILTRATION BASIN SECTION

NOT TO SCALE



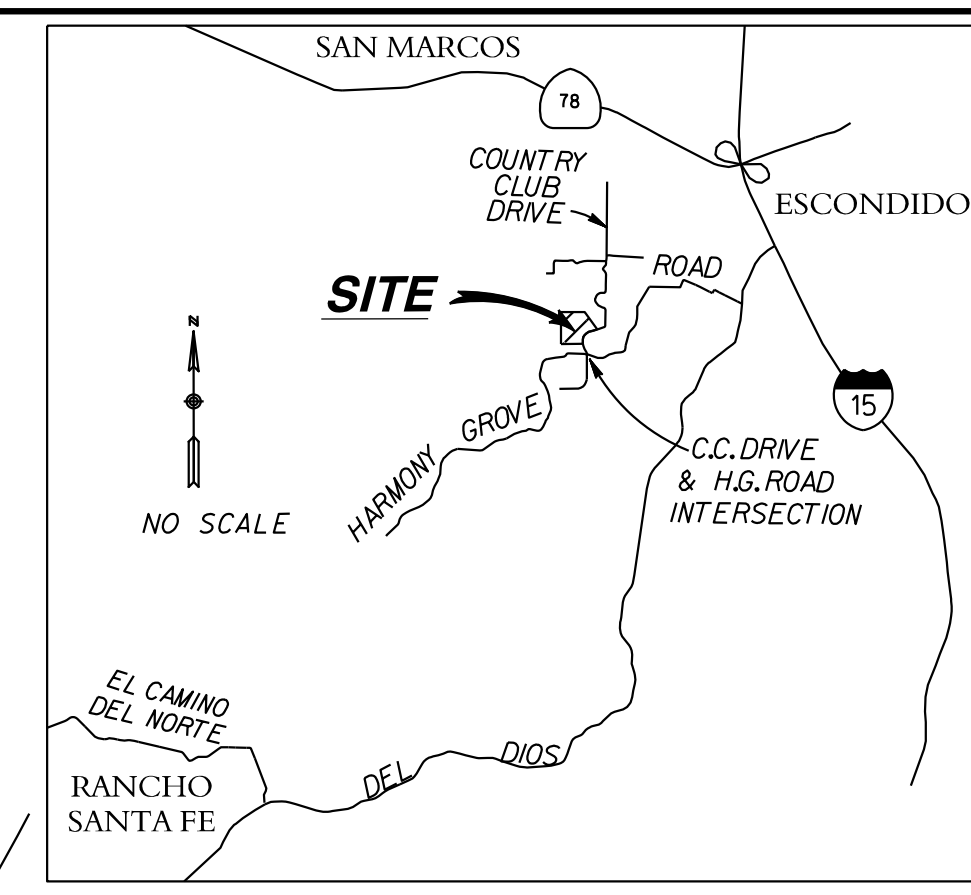
TYPICAL LOT GRADING & DRAINAGE

NOT TO SCALE

COUNTY OF SAN DIEGO TRACT TM 5660



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SAN DIEGO, CA 92110
619-291-0707
rickengineering.com



VICINITY MAP
THOMAS GUIDE PG 1129, SECTION C-5



LEGEND
SUBDIVISION BOUNDARY
PROPERTY LINE
RIGHT-OF-WAY

EXISTING EASEMENTS
1 HISTORIC PRESERVATION EASEMENT GRANTED OVER A PORTION OF LOT 74 PER DOC. REC. SEPTEMBER 27, 2012 AS DOC. NO. 2012-0588646.
2 COUNTY VISIBILITY EASEMENT PER MAP 15889
3 EASEMENT FOR PEDESTRIAN AND EQUESTRIAN TRAIL PER MAP 15889
4 SDGE BLANKET EASEMENT PER DOCUMENT # 2014-0339934 (NON-PLOTTABLE)
5 SDGE BLANKET EASEMENT PER DOCUMENT # 2014-0362249 (NON-PLOTTABLE)
6 SDGE BLANKET EASEMENT PER DOCUMENT # 2014-0519255 (NON-PLOTTABLE)

ABBREVIATIONS
FYSB FRONT YARD SETBACK
SYSB SIDE YARD SETBACK
RYSB REAR YARD SETBACK
PVT PRIVATE

KEY NOTES
1 EXISTING BUILDING TO REMAIN AND PROTECT IN PLACE
2 PROPOSED BUILDING
GRAPHIC SCALE 1" = 20'

NOTE:
HARMONY GROVE IS A MASTER DEVELOPMENT PLAN FOR WHICH PARKLAND REQUIREMENTS HAVE BEEN MET AS A PART OF THE OVERALL PLANNED DEVELOPMENT

EXISTING LEGAL DESCRIPTION
LOTS 74 AND 75 OF COUNTY OF SAN DIEGO TRACT NO. 5365-2, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 15889, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JANUARY 18, 2013.

ZONING/ SETBACKS
ZONING DESIGNATIONS: HARMONY GROVE VILLAGE SPECIFIC PLAN OVERLAY ZONES: VILAGE CORE PLANNING AREA 1
SEE PLAN FOR SETBACKS

TAX ASSESSOR PARCEL NUMBERS
235-570-56, 235-571-17
TAX RATE AREA: 74173

CONDOMINIUM NOTE
THIS MAP IS A MAP OF CONDOMINIUM PROJECT AS DEFINED IN SECTION 4125 OF THE STATE OF CALIFORNIA CIVIL CODE. THE MAXIMUM NUMBER OF DWELLING UNITS IS 5 ON LOT B AND 8 ON LOT J.

UTILITY SERVICE PROVIDERS
WATER - RINCON DEL DIABLO MUNICIPAL WATER DISTRICT
SEWER - SAN DIEGO COUNTY SANITATION DISTRICT
FIRE - RANCHO SANTA FE
SCHOOLS - HARMONY GROVE SCHOOL DISTRICT 614
STREET LIGHTING - SAN DIEGO COUNTY DEPARTMENT OF PUBLIC WORKS
CATV/FIBER OPTIC - COX COMMUNICATIONS
GAS & ELECTRIC - SAN DIEGO GAS & ELECTRIC
TELEPHONE - AT&T

SOLAR NOTE
ALL LOTS WITHIN THIS SUBDIVISION HAVE A MINIMUM 100 SQUARE FEET OF SOLAR ACCESS FOR EACH FUTURE DWELLING UNIT ALLOWED BY THIS SUBDIVISION

STREET LIGHT NOTE
THE DEVELOPER WILL COMPLY WITH THE REQUIREMENTS SPECIFIED IN THE COUNTY STANDARDS

EXISTING LOT 74

PROPOSED LOT	GROSS AC	NET AC
A (*)	0.21	0.21
B (C)	0.37	0.37
C (*)	0.15	N/A
D (S)	0.22	0.22
E (*)	0.04	N/A
1 (R)	0.08	0.08
2 (R)	0.06	0.06
3 (R)	0.06	0.06
4 (R)	0.08	0.08
TOTAL AREA	1.27	1.08

EXISTING LOT 75

PROPOSED LOT	GROSS AC	NET AC
F (*)	0.03	N/A
G (*)	0.01	N/A
H (*)	0.13	N/A
I (S)	0.24	0.24
J (C)	0.58	0.55
5 (R)	0.08	0.08
6 (R)	0.06	0.06
7 (R)	0.06	0.06
8 (R)	0.06	0.06
9 (R)	0.06	0.06
10 (R)	0.07	0.07
11 (R)	0.06	0.06
12 (R)	0.06	0.06
13 (R)	0.06	0.06
14 (R)	0.07	0.07
TOTAL AREA	1.62	1.42

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SANTA MONICA, CA 90404
Contact: Glenn Cardoso
(e) glenn@nuwi.com

ENGINEER:
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KAREN VAN ERT
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KVanErt@rickengineering.com

COUNTY SUBMITTAL 1-2/23/2024
COUNTY SUBMITTAL 2-3/26/2025
COUNTY SUBMITTAL 3-8/4/2025
COUNTY SUBMITTAL 4-11/7/2025

SHEET TITLE:
TENTATIVE MAP
DATE: 8/4/2025
SCALE:
SHEET:
C-103



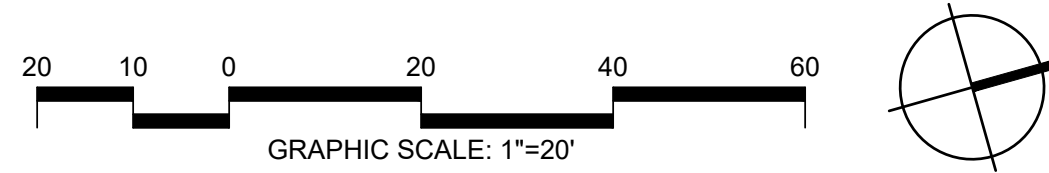
RICK
 5620 FRIARS ROAD
 SAN DIEGO, CA 92110
 619-291-0707
 rickengineering.com



EXISTING WOOD FENCING AND BLOCK WALL ALONG PERIMETER OF PROJECT SITE ARE TO BE REMOVED

AREA QUANTITIES	
TOTAL SITE AREA (SF)	131,950
TOTAL LANDSCAPE AREA (SF)	42,243

LINE TYPE DESIGNATIONS	
---	PROPERTY LINE
- - - -	EASEMENTS
---	PUBLIC RIGHT OF WAY



SEE SHEET L-102 FOR PLANT PALETTE

HARMONY GROVE VILLAGE CENTER
 21485 & 21505 TRAIL BLAZER LN
 ESCONDIDO, CA 92029

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COUNTY SUBMITTAL 1-02.23.24
 COUNTY SUBMITTAL 2-03.26.25
 COUNTY SUBMITTAL 3-08.04.25
 COUNTY SUBMITTAL 4-11.07.25

SHEET SIZE: 42" x 30"
 DO NOT SCALE DRAWINGS

SHEET TITLE:
 LANDSCAPE CONCEPT PLAN

DATE: 07.31.25

SCALE:

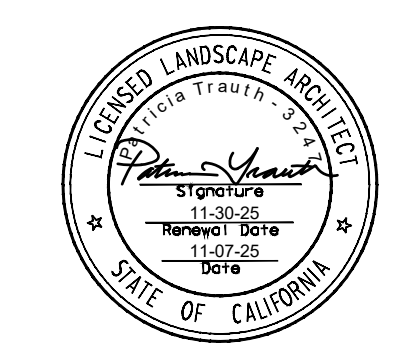
SHEET:

L-101



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SAN DIEGO, SAN JOSE, REDWOOD, SACRAMENTO
SAN LUIS OBISPO, SANTA CLARITA, PASADENA
TUCSON, LAS VEGAS, DENVER



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COUNTY SUBMITTAL 1-02.23.24
COUNTY SUBMITTAL 2-03.26.25
COUNTY SUBMITTAL 3-08.04.25
COUNTY SUBMITTAL 4-11.07.25

SHEET SIZE: 42" x 30"
DO NOT SCALE DRAWINGS

SHEET TITLE:
FENCING PLAN & PLANT LEGEND

DATE: 07.31.25

SCALE:

SHEET:
L-102

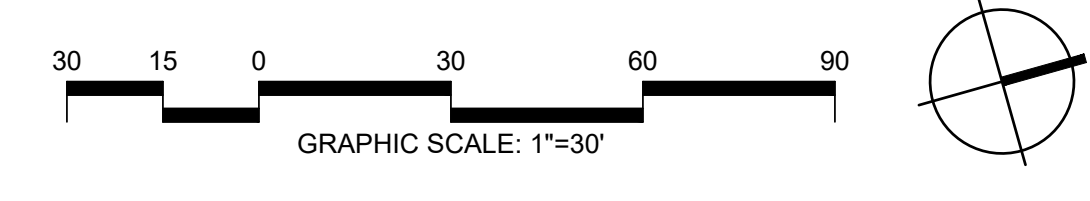
PLANT PALETTE					
SYMBOL	BOTANICAL NAME	COMMON NAME	HEIGHT / SPREAD	WUCOLS	COMMENT
CANOPY SHADE TREES (24" Box Min.) Such as:					
	Lagerstroemia indica	Crape Myrtle	25 x 12	M	Upright/Deciduous
	Celtis parviflora	Australian Willow	20 x 15	L	Upright/Evergreen
	Tipuna tipu	Tipu Tree	30 x 30	L	Canopy
UPRIGHT EVERGREEN TREES (24" Box Min.) Such as:					
	Lophostemon confertus	Brisbane Box	35 x 25	M	Upright/Evergreen
	Podocarpus gracilior	Yew Pine	20 x 15	M	Upright/Evergreen
FLOWERING ACCENT TREES (24" Box Min.) Such as:					
	Cercis occidentalis	Western Redbud	10 x 10	M	Small Accent
	Lagostroemia indica	Crape Myrtle	25 x 12	M	Small Canopy
	Arbutus Marina	Marina Strawberry	25 x 25	L	Canopy/Deciduous
WATER QUALITY BASIN TREES (15 gal. min.) Such as:					
	Populus fremontii	Fremont Cottonwood	80 x 25	L	Vertical / Deciduous
	Platanus racemosa	California Sycamore	80 x 50	M	Upright/Deciduous
	Quercus agrifolia	Coast Live Oak	50 x 45	VL	Broadhead / Evergreen
EXISTING TREES TO REMAIN (Protect-in-place)					
PLANTING AREA SHRUBS (1 gal. min.) such as:					
	Agave attenuata	Foxtail Agave	3x3	L	Flowering Accent
	Anigozanthos flavidus	Kangaroo Paw	2x3	M	Midstory/Evergreen
	Cistus spp.	Rockrose	4x4	L	Flowering Accent
	Diets bicolor	Fortnight Lily	3x3	L	Flowering Accent
	Hesperaloe parviflora	Red Yucca	3x3	L	Midstory/Evergreen
	Russelia equisetiformis	Firecracker Bush	4x4	L	Midstory/Evergreen
	Rhus ovata	Sugar Bush	6x6	VL	Large Background
	Aloe barbadensis	Aloe Vera	3x3	L	Flowering Accent
	Anigozanthos flavidus	Kangaroo Paw	2x3	M	Flowering Shrub
	Phormium 'Maori Maiden'	New Zealand Flax	4x4	L	Low Spreading
	Rosmarinus spp.	Prostrate Rosemary	1x3	L	Low Spreading
	Salvia leucantha 'Midnight'	Mexican Bush Sage	3x3	M	Flowering Accent
	Carex pansa	California Meadow Sedge	1x1	M	Grass
	Baccharis pilularis	Dwarf Coyote Brush	1x4	L	Groundcover
	Senecio mandraliscae	Blue Chalk sticks	1x3	L	Groundcover
WATER QUALITY BASIN SHRUBS (1 gal. min.) such as:					
	Artemisia palmieri	San Diego Sagewort	3x5		Midstory Shrub
	Baccharis pilularis 'Pigeon Eye'	Dwarf Coyote Bush	2x3	M	Foreground Shrub
	Hemerocallis spp.	Daylily	5x6	VL	Midstory Shrub
	Iva haysiana	San Diego Marsh Elder	4x8	M	Midstory Shrub
	Russelia equisetiformis	Firecracker Bush	4x4	L	Midstory Shrub
	Diets vegeta	Fortnight lily	3x3	L	Flowering Shrub
	Carex spissa	Cape Rush	3x3	L	Grass
	Juncus mexicanus	Blue Fescue	1x1	L	Grass
	Muhlenbergia rigens	Blue Oat Grass	2x2	M	Grass
	Festuca californica	California Fescue	4x5	L	Grass
	Carex pansa	California Meadow Sedge	1x1	M	Grass
	Dymondia margaritae	Silver Carpet	3"x 2	L	Groundcover
VINES (5 gal min) such as:					
	Ficus pumila	Creeping Fig	to 20'	M	Flowering
	Passiflora alata/caerulea	Passion Vine	to 20'	M	Flowering
TURF GRASS (from sod) such as:					
	Dwarf tall fescue	Marathon II	Sod	M	Spreading

FENCING LEGEND

- 6' TALL CMU WALL
SEE DETAIL A, THIS SHEET
- EXISTING BLOCK WALL ALONG COUNTRY CLUB DRIVE
SEE DETAIL B, THIS SHEET
- SPLIT RAIL COMPOSITE FENCING ON GRADE
SEE DETAIL C, THIS SHEET
- SPLIT RAIL COMPOSITE FENCING ON RETAINING WALL
SEE DETAIL C, THIS SHEET
- 6' TALL NON-COMBUSTIBLE COMPOSITE PRIVACY FENCE AND GATES
SEE DETAIL D, THIS SHEET
- 6' TALL CMU WALL ON RETAINING WALL
SEE DETAIL F, THIS SHEET



WALL AND FENCE PLAN



A. LANDSCAPE & IRRIGATION SYSTEM NOTES

- TYPICAL WATER CONSERVATION DESIGN FEATURES WOULD INCLUDE BUT WOULD NOT BE LIMITED TO, AN AUTOMATIC IRRIGATION SYSTEM INCORPORATING DRIP IRRIGATION, BUBBLERS, LOW PRECIPITATION HEADS, RAIN SHUT-OFF DEVICE, MOISTURE SENSING DEVICES, CHECK VALVES AND MASTER REMOTE CONTROL VALVE.
- THE IRRIGATION SYSTEM SHALL BE DESIGNED TO AVOID RUNOFF, LOW HEAD DRAINAGE, OVERSPRAY, AND OTHER SIMILAR CONDITIONS WHERE WATER FLOWS ONTO ADJACENT PROPERTY, NON-IRRIGATED AREAS, WALKS, ROADWAYS, AND STRUCTURES.
- PROPER IRRIGATION EQUIPMENT AND SCHEDULES, INCLUDING SUCH FEATURES AS REPEAT CYCLES, SHALL BE USED TO CLOSELY MATCH MAXIMUM APPLICATION RATES, IRRIGATION EFFICIENCY, AND DISTRIBUTION UNIFORMITY TO SITE-SPECIFIC INFILTRATION RATES.
- THE IRRIGATION SYSTEM WILL BE SENSITIVE TO THE VARIOUS SOLAR EXPOSURE(S) THROUGHOUT THE YEAR.
- ALL SITE IRRIGATION SHALL BE SERVICED BY A DEDICATED LANDSCAPE IRRIGATION METER.
- NO RECYCLED WATER IS PROPOSED FOR THIS PROJECT.
- ALL PLANTING AREAS WILL BE AMENDED WITH ORGANIC MATERIAL DEPENDING UPON ON-SITE SOIL CONDITIONS TO AID IN SOIL MOISTURE RETENTION.
- ALL PLANTING AREAS WILL RECEIVE EITHER 3" OF A BARK MATERIAL OR COBBLE MULCH TO RETAIN SOIL MOISTURE AND MAINTAIN COOLER SOIL TEMPERATURES.
- AN IRRIGATION AUDIT WILL BE REQUIRED TO CERTIFY THAT ALL PLANT MATERIAL, IRRIGATION SYSTEMS AND LANDSCAPE FEATURES HAVE BEEN INSTALLED AND OPERATE AS APPROVED BY THE CITY. AUDIT SHALL BE SUBMITTED TO THE COUNTY PRIOR TO OCCUPANCY AND USE.
- ALL LANDSCAPE AND IRRIGATION SHALL CONFORM TO THE STANDARDS OF THE COUNTY LANDSCAPE REGULATIONS AND THE LAND DEVELOPMENT MANUAL: LANDSCAPE STANDARDS AND ALL OTHER LANDSCAPE RELATED CITY AND REGIONAL STANDARDS.
- SCREENING: WHEN PLANT MATERIAL IS USED TO ACHIEVE A SCREENING REQUIREMENT, PROVIDE PLANTINGS THAT ARE EVERGREEN AND SPACED TO ENSURE 100% SCREENING WITHIN TWO YEARS OF INSTALLATION.
- ALL CANOPY TREES SHALL BE PROVIDED WITH 40 SQ. FT. OF ROOT ZONE AND PLANTED IN AN AIR AND WATER PERMEABLE LANDSCAPE AREA. THE MINIMUM DIMENSION OF THIS AREA SHALL BE FIVE FEET.
- NO TREES OR SHRUBS EXCEEDING THREE FEET IN HEIGHT AT MATURITY SHALL BE INSTALLED WITHIN TEN FEET OF ANY SEWER FACILITIES AND FIVE FEET OF ANY WATER FACILITIES.
- NO TREES OR SHRUBS EXCEEDING THREE FEET IN HEIGHT AT MATURITY SHALL BE INSTALLED WITHIN 10 FEET OF ANY FIRE HYDRANT.
- METHOD OF IRRIGATION TO INCLUDE A COMBINATION OF OVERHEAD SPRAYS FOR GRASSES AND TURF, A SUBSURFACE DRIP SYSTEM FOR PLANTING, AND TREE BUBBLERS FOR TREE PLANTINGS.
- THERE WILL BE A DEDICATED IRRIGATION METER FOR EACH SIDE OF THE PROJECT BISECTED BY COUNTRY LIVING WAY. LOCATIONS TO BE DETERMINED.
- SOIL MOISTURE PROBES SHALL BE LOCATED IN THE BOTTOM AND THE TOE OF SIDE SLOPES OF ALL VEGETATED STORM WATER DETENTION BASINS TO ENSURE THAT THE IRRIGATION CONTROLLER DOES NOT ACTIVATE THOSE VALVES IRRIGATING THESE AREAS DURING PERIODS OF INUNDATION.

B. MINIMUM TREE SEPARATION DISTANCE

TRAFFIC SIGNALS / STOP SIGNS	20 FEET
UNDERGROUND UTILITY LINES*	5 FEET (10' FOR SEWER)
ABOVE GROUND UTILITY STRUCTURE DRIVEWAY (ENTRIES)	10 FEET
MPH	10 FEET, 5 FEET FOR RESIDENTIAL STREETS < 25
INTERSECTIONS INTERSECTING CURB LINES OF TWO STREETS	25 FEET

*THE MINIMUM DISTANCE TO ANY SEWER LINE IS 10 FEET
ALL TREES SHALL BE MAINTAINED AT 6'-0" CLEAR TO LOWEST BRANCH/CANOPY

C. IRRIGATION DESIGN STATEMENT

ALL LANDSCAPE AND IRRIGATION SHALL CONFORM TO THE STANDARDS OF THE COUNTY LANDSCAPE REGULATIONS AND LAND DEVELOPMENT LANDSCAPE STANDARDS AND ALL OTHER LANDSCAPE RELATED COUNTY AND REGIONAL STANDARDS.

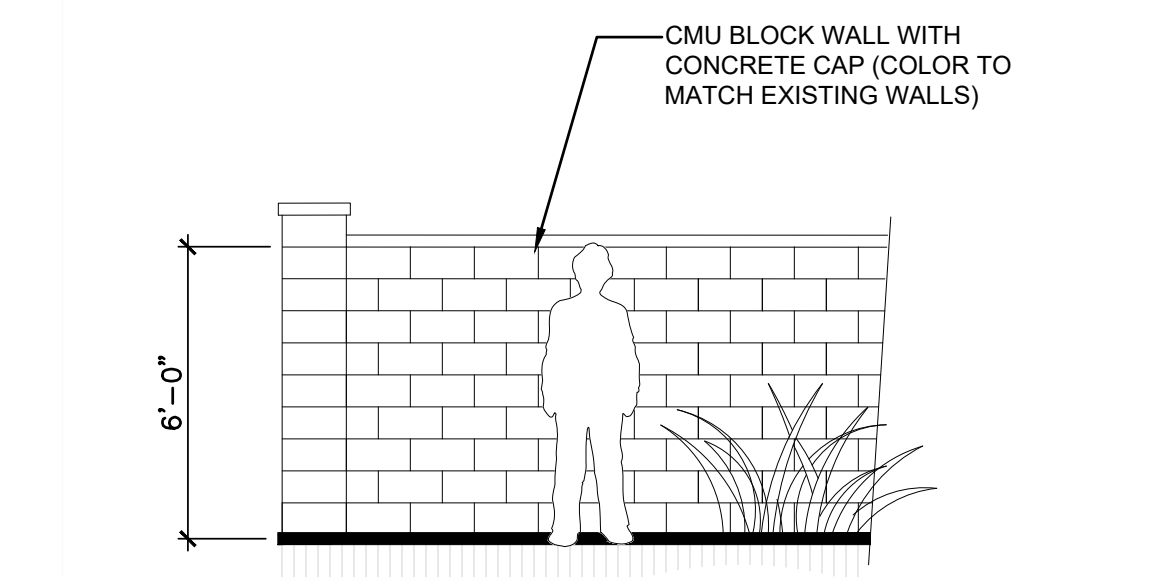
AN AUTOMATIC, ELECTRICALLY CONTROLLED IRRIGATION SYSTEM SHALL BE PROVIDED FOR PROPER IRRIGATION, DEVELOPMENT, AND MAINTENANCE OF THE VEGETATION IN A HEALTHY, DISEASE-RESISTANT CONDITION. THE DESIGN OF THE SYSTEM SHALL PROVIDE ADEQUATE SUPPORT FOR THE VEGETATION SELECTED. A DEDICATED IRRIGATION METER WILL BE INSTALLED TO CONTROL THE IRRIGATION SYSTEM. ALL REQUIRED IRRIGATION SYSTEMS MANAGEMENT AND MAINTENANCE SHALL BE MAINTAINED BY THE PROPERTY OWNER.

D. ROOT BARRIER NOTE

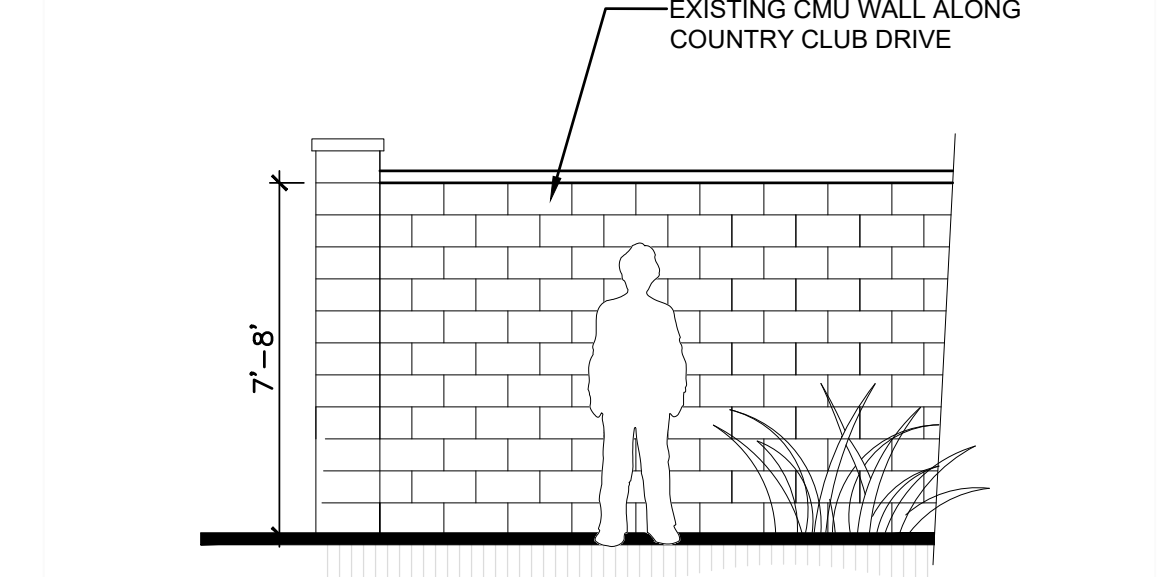
TREE ROOT BARRIERS SHALL BE INSTALLED WHERE TREES ARE PLACED WITHIN 5 FEET OF PUBLIC IMPROVEMENTS INCLUDING WALKS, CURBS, OR STREET PAVEMENTS OR WHERE NEW PUBLIC IMPROVEMENTS ARE PLACED ADJACENT TO EXISTING TREES. THE ROOT BARRIER WILL NOT WRAP AROUND THE ROOT BALL.

E. LONG TERM MAINTENANCE NOTES

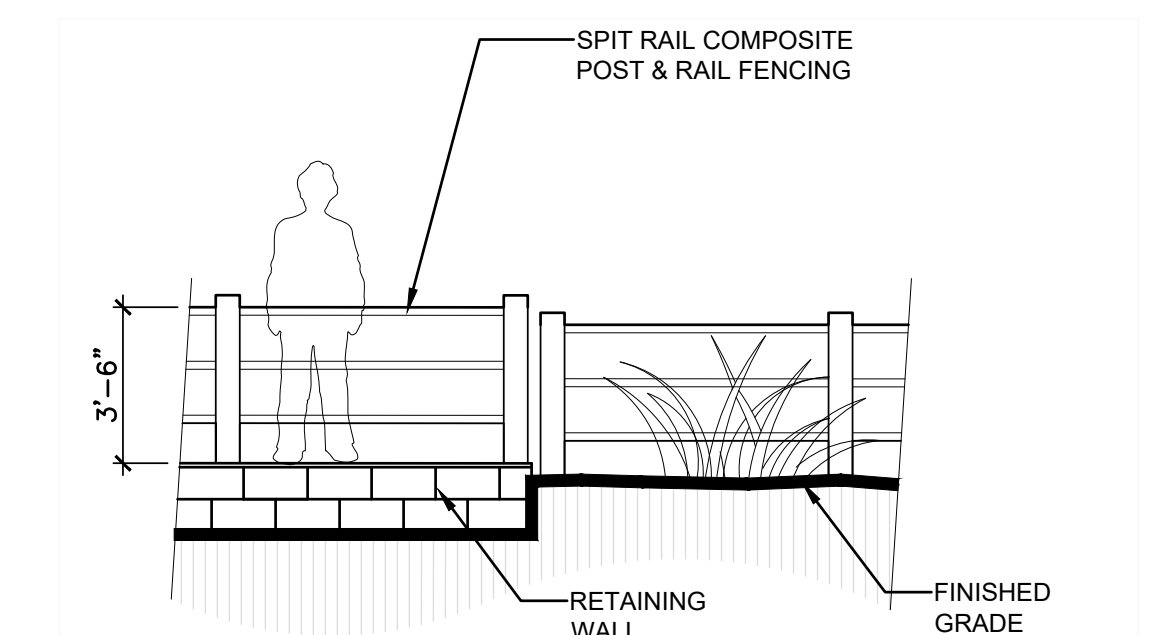
ALL REQUIRED LANDSCAPE AREAS AS SHOWN ON THESE PLANS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. THE LANDSCAPE AREAS SHALL BE MAINTAINED FREE OF DEBRIS AND LITTER, AND ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION. DISEASED OR DEAD PLANT MATERIAL SHALL BE SATISFACTORILY TREATED OR REPLACED WITHIN 30 DAYS AND PRIOR TO FINAL LANDSCAPE INSPECTION.



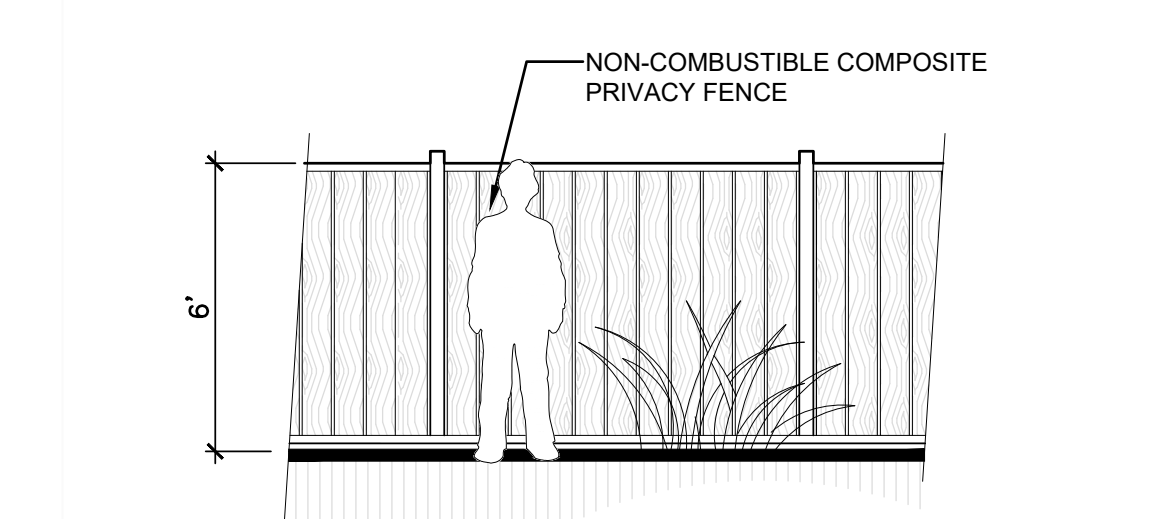
A 6' TALL MASONRY WALL



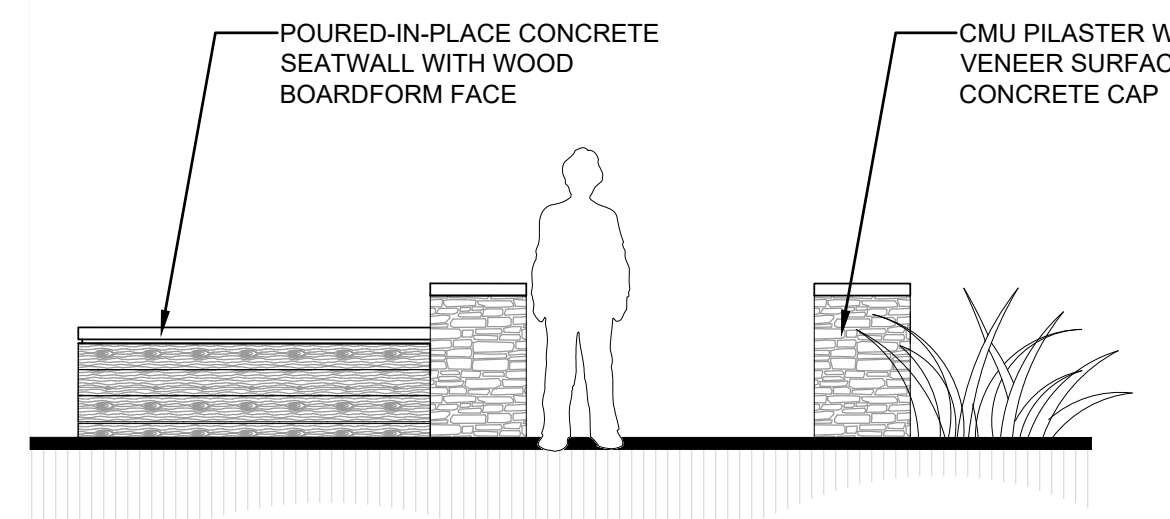
B EXISTING BLOCK WALL ALONG COUNTRY CLUB DRIVE



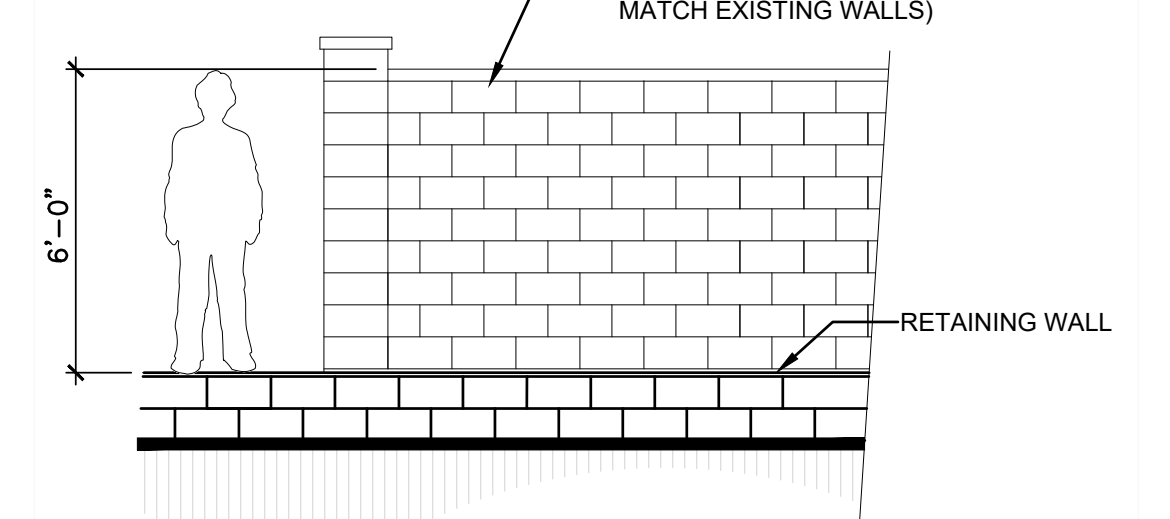
C SPLIT RAIL FENCING ON RETAINING WALL & ON GRADE



D 6' TALL WOOD PRIVACY FENCE



E PEDESTRIAN COMMUNITY ENTRY



F CMU WALL ON RETAINING WALL

**NUWI
CAPITAL
INC**
501 SANTA
MONICA BLVD
SUITE 610
SANTA
MONICA
CALIFORNIA
90401
TELEPHONE
310.394.3379
FACSIMILE
310.394.6872

Dan Hayes
Danh@nuwi.com
Mobile: 310.890.8368

December 15, 2025

Adian Pulley
Planning & Development Services
5510 Overland Avenue, Suite 210
San Diego, CA 92123

RE: Harmony Grove Village Center - A Live/Work Community.

Dear Aiden,

In response to my letter of April 9, 2024 regarding the lack of demand for retail and office uses for the Harmony Grove Village Center, you have asked whether the property was ever offered for sale prior to 2022, and if not, the reason why.

Pursuant to the terms of an Option Purchase Agreement of Harmony Grove dated April 13, 2018 three parcels of land were deeded back to H Grove NK Investors, LLC an affiliate of NUWI Capital. The four parcels were, Lots 1 and 2 of Tract 5365-4, collectively the Equestrian Parcel, Lot 74 of Tract 5365-1, the Institutional Parcel and Lots 74 and 75 of Tract 5365-2, collectively the Retail Parcel.

After acquisition, an analysis of the initial site plan for the retail center determined there were some issues with the initial site plan, namely the lack of direct access to Country Club Drive, which forced much of the traffic generated by the center onto the alleyways serving the adjacent residential homes.

We engaged Rick Engineering in February of 2019 and spent more than \$40,000 on engineering studies and analysis related to a potential shopping center between February 2019 and October of 2020. Tens of thousands more were spent on market studies and architecture.

Upon analysis, the Institutional and Equestrian parcels also had engineering, utility and development issues. It took us several years to resolve these issues and in 2020 and 2021 we listed both parcels for sale. We did not list the Retail Parcel for sale. During COVID there was no market interest in land for retail development and community support for the retail center was lukewarm at best due to increasing security concerns from the residents.

We sold the institutional parcel in March of 2022 and the equestrian parcel was sold in May of 2022. By then the COVID quarantines had been lifted and we decided to test the market

for the Retail Parcel. As detailed in my letter of April 9, 2024 referenced above and attached hereto, after listing the Retail Parcel for sale for more than two years with two different brokers, we determined there was no demand for retail and office uses in the Harmony Grove Village Center and elected to pursue the alternative Live/Work Housing use pursuant to the 2007 Specific Plan.

Again, should you have any questions, or desire any additional information, please just ask.

Very Truly Yours,



Dan Hayes, President.

Cc: Mark Slovick
Deputy Director
San Diego County Planning & Development Services
Mark.Slovick@SDCounty.ca.gov

Jeannette Temple
Atlantis Group
JTemple@Atlantissd.com

NUWI
CAPITAL
INC
2120 COLORADO
AVENUE
SUITE 160
SANTA
MONICA
CALIFORNIA
90404
TELEPHONE
310.394.3379
FACSIMILE
310.394.6872

Dan Hayes
Danh@nuwi.com
Direct: 310.566.6362 Mobile: 310.890.8368

April 9, 2024

County of San Diego
Planning and Development Services
Via Project Submittal
5510 Overland Drive, Suite 300
San Diego, CA 92123

RE: Harmony Grove Village Center – A Live/Work Community

Attn Planning and Development Services,

The Harmony Grove Village Center was identified and defined in the 2007 Specific Plan for Harmony Grove Village. Pursuant to Planning Area 1 Village Center section1(c) Live/Work Housing, “Should there not be sufficient market demand for the retail and office uses proposed for the Village Core, then the area south of the large park may develop with Live/Work rather than retail space”.

The owner of the Village Center property, H Grove NK Investors, LLC, and affiliate of NUWI Capital Inc., has been trying to sell the property for retail use for more than two years. The first broker retained by the owner was Newmark of Southern California Inc., a brokerage firm that specializes in retail and commercial properties. Newmark had a listing agreement from 4/1/22 to 12/31/22 that was verbally extended to 6/30/22. During this time, we did not receive any offers. After listing for more than a year from Newmark with no results, we took the property off the market for several months.

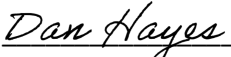
We met Mark Marques, a local Escondido broker with Compass Realty, in 2022 when we sold him a land parcel on Hamilton Avenue in Escondido that he is developing with new SFD homes. We were impressed with his local market knowledge and decided to put the property back on the market with Mark. On 8/14/23 we signed listing agreement to 12/31/23 that has been extended to 6/30/24. We have received no formal offers for the property for retail use since engaging Mark. The listing agreements for both brokers are attached hereto. The listing prices were based on the broker’s opinion of value at the time the listing agreement was signed, however we instructed them to bring us any credible offer. We consider these listing agreements to be confidential and trust you will treat them accordingly.

After listing the property for sale for more than two years with two different brokers, the owner has determined that there is no demand for retail and office uses in the Harmony

Grove Village Center and has elected to pursue the alternative Live/Work Housing use pursuant to the 2007 Specific Plan.

Should you have any questions, or desire any additional information, please just ask.

Very Truly Yours,



Dan Hayes, President.

Cc: Jeanette Temple

CALIFORNIA EXCLUSIVE AUTHORIZATION OF LEASE AND SALE

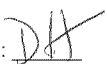
H Grove N K Investors, LLC, a Delaware limited liability company ("Client") hereby grants to Newmark of Southern California, Inc., a California corporation, DBA Newmark ("Broker") the exclusive right to negotiate leases or a sale with respect to the real property described below (the "Property") for a period commencing on April 1, 2022, and ending at 11:59 p.m. on December 31, 2022 (the "Listing Period"), unless this "California Exclusive Authorization of Lease and Sale" (the "Authorization") is terminated by either party with thirty (30) days prior written notice or extended in writing and signed by both Client and Broker.

1. **PROPERTY.** The Property is located at 21505 Trail Blazer Lane and 21485 Trail Blazer Lane in the City of Escondido, County of San Diego, State of California, and is further described as the proposed retail development at Harmony Grove with APN: 235-571-17 and 235-570-56, as shown on Exhibit A.
2. **TERMS.** The lease(s) or sale shall be at terms and conditions acceptable to the Client.
3. **COMPENSATION.** In consideration of this Authorization and Broker's agreement to diligently pursue the procurement of tenant(s) and a purchaser for the Property, Client agrees to pay Broker commissions in cash as follows:
 - a. **Triple Net Lease Rate:**
 - 6% of the total Base Rent for the first 60 months;
 - 3% of the total Base Rent for the second 60 months only in the event of a 10-year Lease Term.
 - b. **Commencement of Rent:** For the purpose of computing the amount of the commission due on a leasing transaction, the first month when the base or minimum rental commences shall be deemed to be the first month of the lease.
 - c. **Month-to-Month Tenancy:** Not applicable.
 - d. **Payment of Lease Commission:** One-half of leasing commission shall be paid upon the mutual execution of a lease by lessor and tenant, and the balance shall be paid on the later of Tenant's opening for business or the date specified in the lease for the commencement of the term.
 - e. **Sale Rate.** Client shall pay Broker a commission equal to six percent (6%) of the gross sales price of the Property. Sales commissions shall be paid in full upon closing of the sale.
 - f. **Payment Obligations:**
 - 1) Client shall pay said commissions to Broker if during the Listing Period: (a) the Property or any part thereof is leased to a tenant by or through Broker, Client or any other person or entity, or is sold to a purchaser by or through Broker, Client or any other person or entity; or ~~(b) a tenant is procured by or through Broker, Client or any other person who is ready, willing and able to lease the Property or any part thereof on the terms above stated or other terms acceptable to the owner of the Property;~~ or (c) any lease or contract for the lease or sale of the Property or any part thereof is made directly or indirectly by the owner of the Property.
 - 2) Client shall also pay said commission to Broker if within one hundred eighty (180) days after the expiration of the Listing Period: (a) the Property, or any interest therein, is leased or sold to any person or entity which during the term of the Listing Period made a written offer to lease the Property, or any interest therein, whether or not such transaction is consummated on the same or different terms and conditions contained in such offer; (b) the Property or any interest therein is leased or sold to any person or entity with whom Broker has negotiated or to whom Broker has submitted the Property in an effort to effect a transaction during the Listing Period and whose name appears on any list of such persons or entities (the "Registration List") which Broker shall have mailed to Client at the address below stated within thirty (30) days following such expiration, and which shall be subject to Client's approval which shall not be unreasonably withheld; or (c) if during the Listing Period an option or right of first refusal to lease the Property is granted and the option or right of first refusal is exercised.
4. **OWNER'S DUTIES.** Client agrees to cooperate with Broker in effecting a lease(s) or sale of the property and immediately to refer to Broker all inquiries of any person or entity interested in leasing the Property. All negotiations are to be through Broker. Client agrees to pay all customary escrow, title and revenue charges, to furnish good title to and execute and deliver such documents as may be necessary to effect a lease(s) of the Property. Client agrees and acknowledges that Client and not Broker shall be solely responsible for compliance with both The California Nonresidential Building Energy Use Disclosure Program and California SB 1186 (CAsp disclosure). Client agrees to defend, indemnify and hold Broker harmless from any and all claims, liabilities, demands and damages arising from incorrect information supplied by Client or any information which Client fails to supply. Client understands that it is illegal for either Client or Broker to refuse to present or sell real property to any person because of race, color, religion, national origin, sex, marital status, age or physical disability.
5. **BROKER'S DUTIES AND AUTHORIZATIONS.** Broker represents and warrants that it is licensed as a real estate broker in the State of California, License Number 01355491. Broker shall assign the following individual(s) to act on its behalf in the performance of services under this agreement: John Jennings, whose real estate broker/salesperson license number(s) is/are CA RE License #01215740.

Broker is authorized to accept a deposit from any prospect, and upon the opening of escrow, to transfer such deposit to the escrow agent for the account of the prospect. ~~In the event a transaction is not consummated, any deposits, payments, including payments for options, liquidated damages and other amounts retained by Client shall be equally divided between Client and Broker, except that Broker's portion thereof shall not exceed the amount of the commission otherwise payable upon the consummation of such transaction by the terms of this Authorization.~~ Broker is authorized to advertise the Property and shall have the exclusive right to place a sign or signs on the Property if, in Broker's opinion, such would facilitate the lease(s) thereof provided that all signs must be approved in writing by Client before they are placed on the Property.

6. **OWNER'S REPRESENTATIONS.** Except as disclosed in an addendum hereto signed by both Client and an officer of Broker, Client hereby warrants and represents to Broker that: (a) Client owns the Property and the individual signing this Agreement has the legal authority to execute this Authorization on behalf of Client; (b) no person or entity has any right to purchase the Property or to acquire any interest therein by virtue of option or right of first refusal (other than Client); (c) there are no delinquencies or defaults under any deed of trust, mortgage or other encumbrance on the Property; (d) the Property is not subject to the jurisdiction of any court in any bankruptcy, insolvency, conservatorship or probate proceeding; and (e) neither Broker nor any salesperson affiliated with Broker has made any promise or representations to or agreements with Client not contained herein that in any manner affect Client's and Broker's rights and obligations under this Authorization.
7. **PAYMENT AUTHORIZATION.** In the event an escrow is opened with respect to the sale, transfer, conveyance, or lease of the Property or any interest therein, Client hereby irrevocably assigns to Broker and irrevocably authorizes and instructs the escrow agent to disburse to Broker the amount of the compensation provided for herein from the funds payable to Client.
8. **COSTS AND ATTORNEYS' FEES.** In the event a claim or controversy arises concerning any failure to pay Broker all or any portion of the amounts provided therein, the prevailing party shall be entitled to its costs and attorneys' fees in any legal action regarding the collection of a commission due hereunder.
9. **INTEREST.** If there is a failure to make any payment to Broker at the time required herein, the delinquent sum(s) shall bear interest at the rate of 10% per year or the maximum rate permitted by law, whichever is lower.
10. **LIABILITY.** The liability of the parties caused by a breach of this Agreement shall be limited to direct damages, and in no event will either party be liable to the other for any loss of or damage to revenues, profits, goodwill or other special, incidental, exemplary, punitive, indirect, or consequential damages of any kind resulting from the performance or failure to perform pursuant to the terms of this Authorization or from the provision of services hereunder, even if such party has been advised of the possibility of such damages. In no event shall the total liability of Broker to Client for damages in connection with all claims made under the terms of this Authorization exceed the amount of compensation received by Broker under the terms of this Authorization.
11. **REAL ESTATE AGENCY DISCLOSURE AND ACKNOWLEDGMENT.** Owner acknowledges having received, read and signed the "Disclosure Regarding Real Estate Agency Relationships" that is attached hereto as Exhibit X. Owner acknowledges that as of the date of this Agreement, Broker is acting as the broker for Owner exclusively, and [name(s) of Newmark brokers identified in the listing agreement] [is/are] acting as the agent[s] for Owner exclusively. Broker shall not act as a dual agent in any transaction involving the Property without first obtaining Owner's written consent, which Owner may grant or withhold in its sole and absolute discretion.
12. **AMENDMENTS AND MODIFICATIONS.** No amendments to, modifications of, or termination of, this authorization shall be valid or binding unless made in writing and signed by both Client and an officer of Broker. Client hereby acknowledges that salespersons affiliated with Broker are not authorized to make or approve any additions to, deletions from, or alterations of the printed provisions of this authorization, nor are they authorized to terminate this authorization.
13. **INDEPENDENT ADVICE.** Client hereby acknowledges that neither Broker nor any salesperson associated with Broker is qualified or authorized to give legal or tax advice, nor to determine if Client desires or needs such advice. Client agrees to consult with an attorney or accountant.
14. **PUBLICITY.** Broker will get Client's prior written approval to publicize any transactions that occur involving the Property under this Authorization. Broker shall have the right to name the parties to the transaction and the character and location of the Property but shall not disclose any financial aspects of the transaction.
15. **OTHER TERMS AND CONDITIONS.** If Client assigns its interest in the option to purchase the Property, Client will request the assignee of the option to assume in writing all of Client's obligations under this Agreement as to any signed leases or prospects, provided, however, if Client assigns its interest in the option to a buyer and that buyer does not assume Client's obligations under this agreement, Client will pay Broker a termination fee equal to \$80,000.00 due upon Client's assignment of its interest in the option. If Client fails to exercise its option, this agreement shall terminate and shall no longer be binding.

Signatures on Next Page

Owner's Initials: 

ATTACHMENT H


Owner acknowledges receipt of a copy of this Authorization, which Owner has read and understands.

CLIENT:

H GROVE N K INVESTORS, LLC,
a Delaware limited liability company

NEWMARK OF SOUTHERN CALIFORNIA, INC.,
a California corporation, dba NEWMARK

By: SGM Land Company, LP
A California limited partnership,
Its Manager

By:  _____
DocuSigned by:
Greg May

Name: Greg May

CA RE License #00946118

By: New Rosebud Inc.,
a California corporation
its Managing Member

Its: EVP, Regional Managing Director

Date: 4/6/2022

By:  _____

Name: Dan Hayes

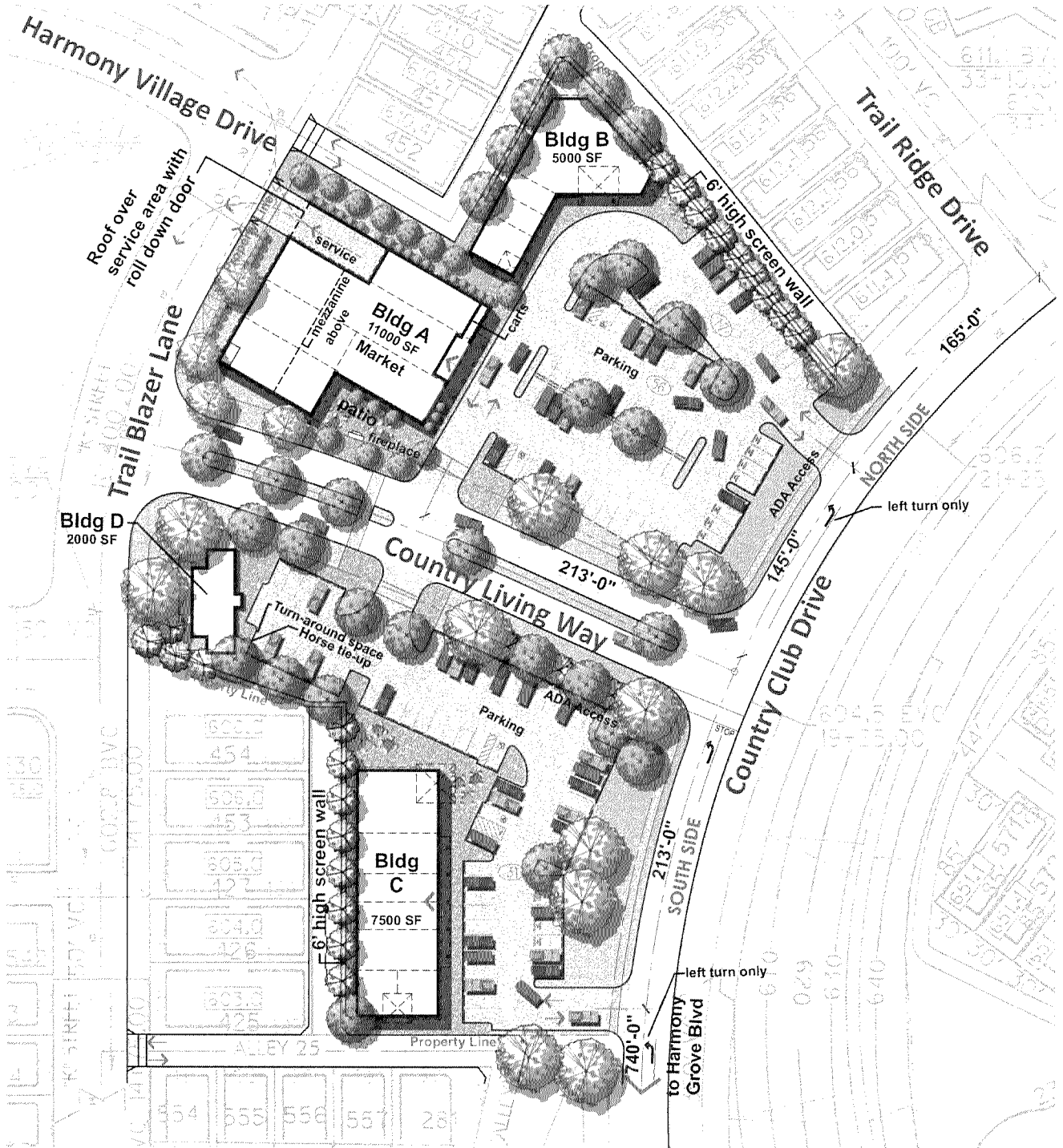
Its: CFO

Address: 2120 Colorado Avenue
Suite 160
Santa Monica, CA 90404

Telephone: 310 566 6362

Email: DanH@nuwi.com

Dated: 4/5/22



**DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIPS
(As required by the Civil Code)**

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the

transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

ATTACHMENT H

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

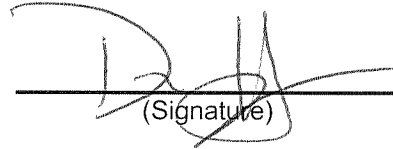
This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth below. Read it carefully.

H GROVE N K INVESTORS, LLC,

a Delaware limited liability company

Buyer Seller

By: _____


(Signature)

4/5/22

(date)

**Newmark of Southern California,
Inc., a California corporation**
Brokerage Firm

(date)

(date)

(Signature)

Salesperson or Broker Associate

**CALIFORNIA CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24
(Section 2079.16 appears in the form above)**

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. in any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17 (a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

DO NOT SIGN OR COMPLETE THIS SECTION – EXAMPLE ONLY

(Name of Seller's Agent, Brokerage firm, and license number)

Name of Seller's Agent and license number

(Name of Buyer's Agent, Brokerage firm, and license number)

Name of Buyer's Agent and license number

is the broker of (check one):

- the seller; or
- both the buyer and seller (dual agent).

is the agent of (check one):

- the Seller's Agent (salesperson and broker associate)
- is both the Buyer's and Seller Agent (dual agent).

is the broker of (check one):

- the buyer; or
- both the buyer and seller (dual agent).

is the agent of (check one):

- the Buyer's Agent (salesperson and broker associate)
- is both the Buyer's and Seller Agent (dual agent).

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18. Repealed

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23. (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.



CALIFORNIA ASSOCIATION OF REALTORS®

MODIFICATION OF LISTING, BUYER REPRESENTATION OR OTHER AGREEMENT BETWEEN PRINCIPAL AND BROKER

COMPASS

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

The [X] Listing Agreement [] Buyer Representation Agreement, [] Other dated 08/14/2023, between Compass ("Broker") and H Grove N K Investors LLC, c/o NUWI Capital Inc ("Principal"), regarding the real property, manufactured home or business described as 21485 Trail Blazer Ln, Escondido, CA 92029 is modified as follows:

PRICE: The listing price, price range, lease or rental amount shall be changed to: Dollars (\$)

EXPIRATION DATE: The expiration date is changed to: 06/30/2024

NOTE: If the listing agreement is an exclusive right to sell (C.A.R. Form RLA) or a seller reserved listing (C.A.R. Form RLA-SR) for residential property improved with one to four units, the renewal may not last longer than 12 months. This restriction does not apply if Seller is a corporation, LLC or partnership. It is unlawful to record or file the listing agreement, or a memorandum or notice thereof, with the county recorder.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE COMMISSIONS IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN PRINCIPAL AND BROKER (REAL ESTATE COMMISSIONS INCLUDE ALL COMPENSATION AND FEES TO BROKER).

OTHER:

All other terms of the Listing Agreement, Buyer Representation Agreement, or other agreement as applicable, remain in full force and effect, except as modified herein.

I acknowledge that I have read, understand and received a copy of this Modification of Terms.

DocuSigned by: Dan Hayes Principal H Grove N K Investors LLC Date 1/10/2024

Principal Date

Real Estate Broker (Firm) Compass DRE Lic # 01527365

By Mark Marquez DRE Lic # 01232386 Date 1/9/2024

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MT REVISED 12/23 (PAGE 1 OF 1)



MODIFICATION OF LISTING, BUYER REPRESENTATION OR OTHER AGREEMENT BETWEEN PRINCIPAL AND BROKER (MT PAGE 1 OF 1)



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

ATTACHMENT H COMPASS

(As required by the Civil Code) (C.A.R. Form AD, Revised 12/21)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

Buyer [X] Seller [] Landlord [] Tenant [] Dan Hayes H Grove N K Investors LLC Date 8/14/2023
32C275C11CFF483... c/o NUWI Capital Inc Date

Agent DeouSigned-by: Compass DRE Lic. # 01527365
By Mark Marquez Real Estate Broker (Firm) Mark Marquez DRE Lic. # 01232386 Date 8/11/2023
B11295092DC5467.(Salesperson or Broker-Associate, if any)



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

CIVIL CODE SECTIONS 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16. Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
Seller's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
Buyer's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/21 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)





ATTACHMENT H
FAIR HOUSING AND DISCRIMINATION ADVISORY
 (C.A.R. Form FHDA, Revised 6/23)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
 Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Landlords/Housing Providers
 - Sublessors
 - Real estate licensees
 - Real estate brokerage firms
 - Property managers
 - Mobilehome parks
 - Homeowners Associations ("HOAs");
 - Banks and Mortgage lenders
 - Insurance companies
 - Government housing services
 - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)

- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as financing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
- B. State: <https://calcivilrights.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ DocuSigned by: _____ Date _____

Seller/Housing Provider Dan Hayes H Grove N K Investors LLC Date 8/14/2023

Seller/Housing Provider 32C275C11CFF483... c/o NUWI Capital Inc Date _____

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FHDA REVISED 6/23 (PAGE 2 OF 2)

FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)

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

Trail Blazer Ln -





POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT (C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller. Disclosure and Consent and agrees to the agency possibilities disclosed.

Form fields for Seller (Dan Hayes, H Grove N K Investors LLC), Buyer, Buyer's Brokerage Firm (Compass), and Seller's Brokerage Firm (Mark Marquez) with DRE Lic # and Date.

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PRBS REVISED 12/21 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



Date Prepared: August 14, 2023

1. EXCLUSIVE AUTHORIZATION: H Grove N K Investors LLC, c/o NUWI Capital Inc ("Owner") hereby employs and grants Compass ("Broker") beginning (date) August 14, 2023 and ending at 11:59 P.M. on (date) December 31, 2023 ("Listing Period") the exclusive and irrevocable right to: [X] SELL, [] LEASE, [] EXCHANGE, [] OPTION, or [] OTHER the real property described as 21485 Trail Blazer Ln situated in Escondido (City), San Diego (County), California, 92029 (Zip Code), Assessor's Parcel No.: 235-570-56-00 ("Property").

[] The Property is being sold as part of a probate, conservatorship or guardianship. See addendum for additional terms.

2. LISTING PRICE AND TERMS:

A. The listing price shall be Four Million, Nine Hundred Ninety-Five Thousand Dollars (\$ 4,995,000.00). B. Listing Terms: This sale also includes the sale of APN 235-571-17-00 located at 21505 Trail Blazer Ln, Escondido, CA 92029

3. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).

A. Owner agrees to pay to Broker as compensation for services irrespective of agency relationship(s), either [X] 6.000 percent of the listing price (or if a purchase agreement is entered into, of the purchase price), or [] \$ AND as follows:

(1) If during the Listing Period, or any extension, Broker, cooperating broker, Owner or any other person procures a ready, willing and able buyer(s) or transferee(s) whose offer to purchase, lease, exchange, option, or otherwise transfer the Property on any price and terms is accepted by Owner, provided the Buyer or Transferee completes the transaction or is prevented from doing so by Owner. (It is agreed by Owner that any reference to Buyer or Prospective Buyer in this Agreement shall and does also include Transferee or Prospective Transferee. Broker is entitled to compensation whether any escrow or other transfer resulting from such offer closes during or after the expiration of the Listing Period or any extension.)

OR (2) If within 30 calendar days (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Owner enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Owner a signed, written offer to acquire, lease exchange or obtain an option on the Property. Owner, however, shall have no obligation to Broker under paragraph 3A(2) unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Owner a written notice of the names of such Prospective Buyers.

OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension.

B. If completion of the sale is prevented by a party to the transaction other than Owner, then compensation which otherwise would have been earned under paragraph 3A shall be payable only if and when Owner collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.

C. In addition, Owner agrees to pay Broker:

D. Owner has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.

(1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker's compensation specified in 3A, either [X] 3.000 percent of the purchase price, or [] \$

(2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.

E. Owner hereby irrevocably assigns to Broker the above compensation from Owner's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to paragraph 3A, to any escrow regarding the Property involving Owner and a buyer, Prospective Buyer or other transferee.

F. (1) Owner represents that Owner has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows:

(2) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the following individuals or entities:

(3) If the Property is sold to anyone listed above during the time Owner is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Owner in such transaction.

Owner's Initials

DS DH



Property Address: 21485 Trail Blazer Ln, Escondido, CA 92029

Date: August 14, 2023

4. A. **ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price.

ADDITIONAL ITEMS EXCLUDED: _____

ADDITIONAL ITEMS INCLUDED: _____

Owner intends that the above items be excluded or included in offering the Property for sale, but understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

B. (1) **LEASED OR NOT OWNED ITEMS:** The following items are leased or not owned by Owner:

Solar Power System Water Softener _____

(2) **LIENED ITEMS:** The following items have been financed and a lien has been placed on the Property to secure payment:

Solar Power System _____

Owner will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Owner to pay for any such leased or liened item.

5. **MULTIPLE LISTING SERVICE:**

A. **WHAT IS AN MLS?** The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. As set forth in **paragraph 7**, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Owner's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to Internet sites that post property listings online.

B. **WHAT INFORMATION IS PROVIDED TO THE MLS:** All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Owner consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

C. **WHAT IS BROKER'S MLS?** Broker is a participant/subscriber to San Diego / Co-Star Multiple Listing Service (MLS) and possibly others. That MLS is (or if checked is not) the primary MLS for the geographic area of the Property. When required by **paragraph 7** or by the MLS, Property will be listed with the MLS(s) specified above.

6. **BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS**

A. **EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes an seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

B. **IMPACT OF OPTING OUT OF MLS:** If Owner elects to exclude the Property from the MLS, Owner understands and acknowledges that: (i) Owner is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Owner's Property is offered for sale; (iii) Information about Owner's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Owner is marketing the Property.

C. **REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

D. **NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

Owner's Initials DA / _____

Broker's/Agent's Initials MM / _____

7. **PUBLIC MARKETING OF PROPERTY:**

A. **CLEAR COOPERATION POLICY:** MLS rules require Do NOT require - see 7F) that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.

B. **PUBLIC MARKETING WITHIN CLEAR COOPERATION:** (i) **Public marketing** includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. (ii) Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.

C. **"COMING SOON" STATUS IMPACT ON MARKETING:** Owner is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Owner does (does not) authorize Broker to utilize Coming Soon status, if any.

D. **Owner Instructs Broker:**

(1) Owner instructs Broker to market the Property to the public, and to start marketing on the beginning date of this Agreement or 08/22/2023 (date).

OR (2) Owner instructs Broker NOT to market the Property to the public. (MLS may require C.A.R. Form SELM or local equivalent form) Owner understands that no public marketing will occur and the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.



Property Address: 21485 Trail Blazer Ln, Escondido, CA 92029

Date: August 14, 2023

- E. **Whether 7D(1) or 7D(2) is selected**, Owner understands and agrees that should any public marketing of the property occur, the Property listing will be submitted to the MLS within 1 business day.
- F. **CLEAR COOPERATION POLICY DOES NOT APPLY: Paragraphs 7A** (other than the language in the parenthetical), **7B, 7D and 7E** do not apply to this listing. Broker shall disclose to Owner and obtain Owner's consent for any instruction to not market the Property on the MLS or to the public.
- 8. **MLS DATA ON THE INTERNET:** MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:
 - A. **PROPERTY OR PROPERTY ADDRESS:** Owner can instruct Broker to have the MLS not display the Property or the Property address on the Internet (C.A.R. Form SELI). Owner understands that either of these opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.
 - B. **FEATURE OPT-OUTS:** Owner can instruct Broker to advise the MLS that Owner does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below (C.A.R. Form SELI). Owner understands (i) that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
 - (1) **COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.
 - (2) **AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.
 - C. **SELLER ELECTION TO OPT-OUT:** Owner elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.
- 9. **OWNER REPRESENTATIONS:** Owner represents that, unless otherwise specified in writing, Owner is unaware of:
 - (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Owner's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.
- 10. **BROKER'S AND OWNER'S DUTIES:**
 - A. **Broker Responsibility, Authority and Limitations:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized, but not required, to (i) order reports and disclosures including those specified in **10D** as necessary, (ii) advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and (iii) disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.
 - B. **Presentation of Offers:** There are different strategies for obtaining the best offer for Seller. Offers may be submitted to Seller as they are received by Broker. This allows Seller to assess each offer on its own merits and enter into an acceptable contract as soon as possible. Alternatively, Seller may employ a strategy of informing potential buyers that all offers will be presented on a certain date. This allows for offers to be compared with others and the potential to do a seller multiple counter offer. Seller is advised that certain buyers may prefer not to be in a competitive situation and either may not make an offer under those circumstances or may try to make a "preemptive" offer that will expire in the hopes Seller will accept before the presentation date. Seller is advised to discuss and consider the best strategy for Seller.
 - (1) **Seller instructs Broker to Present Offers:** Broker agrees to present all offers received for Seller's Property, and present them to Seller as soon as possible, unless Seller gives Broker written instructions to the contrary.
 - OR (2) **Seller instructs Broker not to Present Offers until a Specified Date:** Seller has elected to have Broker hold all offers and present them to Seller on _____ (date). Broker will inform seller that an offer has come in, but will not submit offer to Seller, unless specifically instructed otherwise, in writing.
 - C. Owner agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to **paragraph 3F**, referring to Broker all inquiries of any party interested in the Property. Owner is responsible for determining at what price to list and sell the Property.
 - D. **Investigations and Reports:** Owner agrees, within **5 (or _____) Days** of the beginning date of this Agreement, to pay for the following pre-sale reports: Structural Pest Control General Property Inspection Homeowners Association Documents Other _____. If Property is located in a Common Interest Development or Homeowners Association, Owner is advised that there may be benefits to obtaining any required documents prior to entering into escrow with any buyer. Such benefits may include, but not be limited to, potentially being able to lower costs in obtaining the documents and avoiding any potential delays or complications due to late or slow delivery of such documents.
 - E. Owner agrees to provide Broker and transferee(s) all written disclosures, as required by law. Owner further agrees to immediately disclose in writing any condition known to Owner that affects the Property, including, but not limited to, any past or current generation, storage, release, threatened release, disposal, and presence and location of asbestos, PCB transformers, petroleum products, flammable explosives, underground storage tanks, and other hazardous, toxic or contaminated substances or conditions in, or, or about the Property. Owner shall maintain public liability and property damage insurance on the Property during the Listing Period or any extension. Owner waives all subrogation rights under any insurance against Broker, cooperating brokers or employees.
 - F. Owner further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect or incomplete information supplied by Owner, or from any material facts that Owner knows but fails to disclose including dangerous or hidden conditions on the Property.
 - G. (if checked) The attached property disclosures is part of this Listing Agreement and may be provided to Prospective Transferees.
- 11. **DEPOSIT:** Broker is authorized to accept and hold on Owner's behalf any deposits to be applied toward the purchase price.
- 12. **AGENCY RELATIONSHIPS:**
 - A. **DISCLOSURE:** The Owner acknowledges receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
 - B. **OWNER REPRESENTATION:** Broker shall represent Owner in any resulting transaction, except as specified in **paragraph 3F**.

VLL REVISED 6/23 (PAGE 3 OF 6)

Owner's Initials

DS
dt

VACANT LAND LISTING AGREEMENT (VLL PAGE 3 OF 6)



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Date: August 14, 2023

- C. **POSSIBLE DUAL AGENCY WITH BUYER:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Owner and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Owner any election to act as a dual agent representing both Owner and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Owner hereby consents to Broker acting as a dual agent for Owner and Buyer. In the event of an exchange, Owner hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Owner understands and agrees that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Owner's financial position, motivations, bargaining position, or other personal information that may impact price, including the Owner's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
 - D. **CONFIRMATION:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Owner's execution of a purchase agreement.
 - E. **POTENTIALLY COMPETING SELLERS AND BUYERS:** Owner understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Owner acknowledges receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
13. **SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a key safe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Owner (such as "nanny cams" and hidden security cameras). Owner is advised to post notice disclosing the existence of security devices.
14. **PHOTOGRAPHS AND INTERNET ADVERTISING:**
- A. In order to effectively market the Property for sale it is often necessary to provide photographs, including aerial photographs, virtual tours and other media to buyers. Owner agrees (or if checked, does not agree) that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other marketing materials and sites. Owner acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Owner is concerned, Owner should request that Broker provide any third parties' agreement impacting the Images. Owner also acknowledges that once Images are placed on the Internet neither Broker nor Owner has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Owner further assigns any rights in all Images to the Broker/Agent and agrees that such Images are the property of Broker/Agent and that Broker/Agent may use such Images for advertising, including post sale and for Broker/Agent's business in the future.
 - B. Owner acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Owner understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. (If checked) Owner instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Owner acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Owner has control over who views such Images nor what use viewers may make of the Images.
15. **KEYSAFE/LOCKBOX:** A key safe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Owner further agrees that Broker, at Broker's discretion, and without further approval from Owner, shall have the right to grant access to and convey Owner's consent to access the Property to inspectors, appraisers, workers, repair persons, and other persons requiring entry to the Property in order to facilitate the sale of the Property. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a key safe/lockbox. Owner does (or if checked does not) authorize Broker to install a key safe/lockbox. If Owner does not occupy the Property, Owner shall be responsible for obtaining occupant(s)' written permission for use of a key safe/lockbox (C.A.R. Form KLA).
16. **SIGN:** Owner does (or if checked does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.
17. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
18. **ATTORNEY FEES:** In any action, proceeding or arbitration between Owner and Broker to enforce the compensation provisions of this Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Owner or Broker, except as provided in **paragraph 22A**.
19. **ADDITIONAL TERMS:** REO Advisory Listing (C.A.R. Form REOL) Short Sale Information and Advisory (C.A.R. Form SSIA)
 Trust Advisory (C.A.R. Form TA)
 Owner intends to include a contingency to purchase a replacement property as part of any resulting transaction

Owner's Initials

DS
DH



Property Address: 21485 Trail Blazer Ln, Escondido, CA 92029

Date: August 14, 2023

- 20. MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within 5 Days after its execution.
- 21. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Owner and Owner's successors and assigns.
- 22. DISPUTE RESOLUTION:**
 - A. MEDIATION:** (1) Owner and Broker agree to mediate any dispute or claim arising between them under this Listing Agreement, before resorting to arbitration or court action. (2) Mediation fees, if any, shall be divided equally among the parties involved. (3) If, for any dispute or claim to which this paragraph applies, any party (the non-mediating party) (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then if the non-mediating party is the losing party in any such action, the prevailing party in such action shall be entitled to recover attorney fees from the non-mediating party, notwithstanding the terms in **paragraph 18**. (4) Exclusions from this mediation agreement are specified in **paragraph 22B**.
 - B. ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.
- 23. ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.
- 24. OWNERSHIP, TITLE AND AUTHORITY: Owner warrants that:** (i) Owner is the owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Owner has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are as follows: _____
- 25. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall deliver to Broker, within **3 Days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Owner's Initials DS
DH _____



Property Address: 21485 Trail Blazer Ln, Escondido, CA 92029

Date: August 14, 2023

By signing below, Owner acknowledges that Owner has read, understands, received a copy of and agrees to the terms of this Agreement.

ENTITY OWNER: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Owner is a trust, corporation, LLC, probate estate, partnership, other entity or holds a power of attorney.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 25** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is: Dan Hayes
- (4) If a trust, identify Owner as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

OWNER SIGNATURE(S):

(Signature) By, Dan Hayes Date: 8/14/2023
 Printed name of OWNER: H Grove N K Investors LLC
 Printed Name of Legally Authorized Signer: Dan Hayes Title, if applicable, _____
 Address _____ City _____ State _____ Zip _____
 Email _____ Phone # _____

(Signature) By, _____ Date: _____
 Printed name of OWNER: c/o NUWI Capital Inc
 Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
 Address _____ City _____ State _____ Zip _____
 Email _____ Phone # _____
 Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) Compass DRE Lic# 01527365
 Address 12341 Rancho Bernardo Rd City San Diego State CA Zip 92128
 By Mark Marquez Tel. (619)933-0050 E-mail mark.marquezsd@gmail.com DRE Lic# 01232386 Date 8/11/2023
 Mark Marquez 467...
 By _____ Tel. _____ E-mail _____ DRE Lic# _____ Date _____

Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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VLL REVISED 6/23 (PAGE 6 OF 6)



VACANT LAND LISTING AGREEMENT (VLL PAGE 6 OF 6)

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

Trail Blazer Ln -



CALIFORNIA
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SELLER'S VACANT LAND ADVISORY

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

ATTACHMENT H
COMPASS

1. **INTRODUCTION:** Selling property in California is a process that involves many steps. From start to finish, it could take anywhere from a few weeks to many months, depending upon the condition of your Property, local market conditions and other factors. You have already taken an important step by listing your Property for sale with a licensed real estate broker. Your broker will help guide you through the process and may refer you to other professionals, as needed. This advisory addresses many things you may need to think about and do as you market your Property. Some of these things are requirements imposed upon you, either by law or by the listing or sale contract. Others are simply practical matters that may arise during the process. Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help.
2. **DISCLOSURES:**
 - A. **General Disclosure Duties:** You must affirmatively disclose to the buyer, in writing, all known facts that materially affect the value or desirability of your Property. You must disclose these facts whether or not asked about such matters by the buyer, any broker, or anyone else. This duty to disclose applies even if the buyer agrees to purchase your Property in its present condition without requiring you to make any repairs. If you do not know what or how to disclose, you should consult a real estate attorney in California of your choosing. Broker cannot advise you on the legal sufficiency of any disclosures you make.
 - B. **Specific Contractual Disclosure Duties:**
 - (1) The Vacant Land Purchase Agreement provides that the seller shall, if required by Law, deliver to buyer information regarding earthquakes, environmental hazards, flood hazards, and fire hazards
 - (2) If seller has actual knowledge, the purchase agreement requires seller to disclose (i) Legal Proceedings affecting the Property, (ii) Agricultural Use restrictions, (iii) Deed restrictions; (iv) Farm Use and right to farm issues, (v) Endangered Species issues, (vi) Environmental Hazards, (vii) Common Walls, (viii) Landlocked property, (ix) Easements and Encroachments, (x) Soil fill and Soil problems, (xi) Earthquake damage, (xii) Zoning Issues, (xiii) Neighborhood problems, and (xiv) Surveys, plans, and permits in seller's possession.
 - (3) Existing Rental and Service agreements must be disclosed.
 - (4) Seller is also required to make a good faith effort to obtain and deliver to the buyer a disclosure notice from the appropriate local agency(ies) about any special tax levied on your Property pursuant to the Mello-Roos Community Facilities Act, the Improvement Bond Act of 1915, and a notice concerning the contractual assessment provided by § 5898.24 of the Streets and Highways Code.
 - (5) Common Interest Developments: If the Property is in a common interest development, you must provide to the buyer copies of the governing documents, the most recent financial statements distributed, and other documents required by law or contract. If you do not have a current version of these documents, you can request them from the management of your homeowners' association. To avoid delays, you are encouraged to obtain these documents as soon as possible, even if you have not yet entered into a purchase agreement to sell your Property.
 - (6) Contract Terms and Conditions: A buyer may request, as part of the contract for the sale of your Property, that you pay for repairs to the Property and other items. Your decision on whether or not to comply with a buyer's requests may affect your ability to sell your Property at a specified price.
 - C. **Other Legal Duties - Withholding Taxes:** Under federal and California tax laws, a buyer is required to withhold a portion of the purchase price from your sale proceeds for tax purposes unless you sign an affidavit of non-foreign status and California residency, or some other exemption applies and is documented.
 - D. **Prohibition Against Discrimination:** Discriminatory conduct in the sale of real property against individuals belonging to legally protected classes is a violation of the law.
3. **LEGAL AND TAX IMPLICATIONS:** Your Property may have legal, tax, insurance, title or other implications. You should consult an appropriate professional for advice on these matters.
4. **MARKETING CONSIDERATIONS:**
 - A. **Pre-Sale Inspections and Considerations:** You should consider doing what you can to prepare your Property for sale. Many people are not aware of defects in or problems with their own Property. One way to make yourself aware is to obtain professional inspections prior to sale. Pre-sale inspections may include a general property inspection and an inspection of the septic or well systems, if any, among others. By doing this, you then have an opportunity to make repairs before your Property is sold, which may enhance its marketability. Keep in mind, however, that any problems revealed by such inspection reports or repairs that have been made, should be disclosed to the buyer (see "Disclosures" in paragraph 2 above). This is true even if the buyer gets his/her own inspections covering the same area. Obtaining inspection reports may also assist you during contract negotiations with the buyer.
 - B. **Safety Precautions:** Advertising and marketing your Property for sale, including, but not limited to, placing a

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SVLA REVISED 6/23 (PAGE 1 OF 2)

SELLER'S VACANT LAND ADVISORY (SVLA PAGE 1 OF 2)

Compass - Rancho Bernardo, 12411 Rancho Bernardo Rd, San Diego CA 92128
Mark Marquez

Phone: (619) 933-0050
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax:
www.lwof.com

Trail Blazer Ln -



EQUAL HOUSING
OPPORTUNITY



CALIFORNIA
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**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY,
DISCLOSURE AND NOTICE**
(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

DocuSigned by:
Buyer/Seller/Landlord/Tenant Dan Hayes Date 8/14/2023
 H Grove N Investors LLC
Buyer/Seller/Landlord/Tenant _____ Date _____
 c/o NUWI Capital Inc

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CCPA REVISED 12/22 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)



CALIFORNIA
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**WIRE FRAUD AND ELECTRONIC FUNDS
TRANSFER ADVISORY**
(C.A.R. Form WFA, Revised 12/21)

Property Address: 21485 Trail Blazer Ln, Escondido, CA 92029 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

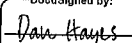
If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov/; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant	_____	Date	_____
Buyer/Tenant	_____	Date	_____
Seller/Landlord	 _____	H Grove N K Investors LLC	Date 8/14/2023
Seller/Landlord	_____	c/o NUWI Capital Inc	Date _____

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WFA REVISED 12/21 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)

Compass - Rancho Bernardo, 12411 Rancho Bernardo Rd. San Diego CA 92128
Mark Marquez

Phone: (619) 933-0050 Fax: _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Trail Blazer Ln -



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**SELLER INSTRUCTION TO EXCLUDE LISTING
FROM THE MULTIPLE LISTING SERVICE
AND DAYS ON MARKET**
(C.A.R. Form SELM, Revised 6/20)

This is an addendum ("Addendum") to the Listing Agreement or Other _____ ("Agreement")
dated 08/14/2023 on property known as 21485 Trail Blazer Ln, Escondido, CA 92029 ("Property"),
in which H Grove N K Investors LLC, c/o NUWI Capital Inc is referred to as Seller
and Compass is referred to as Broker.

1. **MULTIPLE LISTING SERVICE:** Broker is a participant/subscriber to the San Diego / Co-Star Multiple Listing Service (MLS). The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate licensees who are participants or subscribers to the MLS or a reciprocal MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's Property is offered for sale.
2. **BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS**
 - A. **EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.
 - B. **IMPACT OF OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (i) Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (iii) Information about Seller's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.
 - C. **REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.
3. **MANDATORY SUBMISSION TO MLS/CLEAR COOPERATION POLICY:**
 - A. The MLS requires Does NOT require – see paragraph D below) brokers participating in the service to submit all exclusive right to sell and exclusive agency listings for residential real property with one-to-four units or vacant lots to the MLS within 1 business day of any public marketing of the Property.
 - B. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.
 - C. Excluding the Property from the MLS means that Seller is authorizing limited exposure of the Property and (i) no public marketing will occur and (ii) the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.
 - D. **MLS HAS NOT ADOPTED THE NATIONAL ASSOCIATION OF REALTORS® CLEAR COOPERATION POLICY:** Broker's MLS rules govern the submission of listings differently than those set forth in paragraphs 3A, B, and C. With Seller's written consent, Broker may keep the Property out of the MLS. Seller certifies that Seller understands the implications of not submitting Property to the MLS and instructs Broker as follows. **DO NOT** submit Listing to the MLS (Check one):
 - (1) For a period of _____ calendar days from the commencement of the listing
 - (2) Until _____ (date).
 - (3) During the entire listing period provided for in the Agreement.
4. **SELLER INSTRUCTION TO BROKER TO EXCLUDE PROPERTY FROM THE MLS:** (This paragraph 4 applies, unless 3D is checked.)
 - A. Do NOT market the Property immediately. Begin marketing to the public on 08/22/2023 (date).
 - OR B. Do NOT market the Property to the public during the entire listing period.
 - C. Whether **A or B is selected**, Seller understands and agrees that should any public marketing of the property occur, the Property listing will be submitted to the MLS for cooperation with other brokers within 1 business day.

Seller acknowledges that Seller has read, understands, accepts and has received a copy of this Addendum.

Seller Dan Hays H Grove N K Investors LLC Date 8/14/2023
Seller 32C276C11CF483... c/o NUWI Capital Inc Date _____

Real Estate Broker (Firm) Compass Lic. # 01527365
By (Broker or Office Manager) Brian Westre Brian Westre Lic. # 01314026 Date 8/14/2023

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SELM REVISED 6/20 (PAGE 1 OF 1)

SELLER INSTRUCTION TO EXCLUDE LISTING FROM MLS (SELM PAGE 1 OF 1)



REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE
(FOR SELLER REPRESENTATIVES)
(C.A.R. Form RCSD-S, Revised 6/23)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

The disclosure in this form supersedes any Legally Authorized Signer representation or Representative Capacity Signature Disclosure made in the Agreement specified below or on separate form.

This is a disclosure to the Purchase Agreement, OR Listing Agreement, Other _____

dated 08/14/2023, for the property known as 21485 Trail Blazer Ln, Escondido, CA 92029 ("Property"),
between Compass ("Buyer", Listing Broker, Other).
and H Grove N K Investors LLC, c/o NUWI Capital Inc ("Seller").

Buyer and Seller are referred to as the "Parties." If a trust, in the blank line above identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3.). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

1. A. TRUST: (1) The Property is held in trust pursuant to a trust document, titled (Full name of trust): _____

_____ dated _____

(2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust.

B. ENTITY: Seller is a Corporation, Limited Liability Company, Partnership Other: _____
which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf.
An authorizing resolution of the applicable body of the entity described above is is not attached.

C. POWER OF ATTORNEY: Seller ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney (Specific Power of Attorney for the Property), dated _____. **This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.**

D. ESTATE: (1) Seller is an estate, conservatorship, or guardianship, identified by Superior Court Case name as _____, Case # _____.

(2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Seller's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Seller: _____ DocuSigned by:

By Dan Hayes Date: 8/14/2023
(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)
(Print Representative Name) Dan Hayes Title: President

By _____ Date: _____
(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)
(Print Representative Name) _____ Title: _____

Acknowledgement of Receipt by Other Party:

Buyer/Broker/Other _____ Date: _____

Buyer/Broker/Other _____ Date: _____

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RCSD-S REVISED 6/23 (PAGE 1 OF 1)

REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-S PAGE 1 OF 1)



DISCLOSURE INFORMATION ADVISORY
(FOR SELLERS)
(C.A.R. Form DIA, Revised 6/23)

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

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DISCLOSURE INFORMATION ADVISORY (DIA PAGE 1 OF 3)

Compass - Rancho Bernardo, 12411 Rancho Bernardo Rd. San Diego CA 92128
Mark Marquez

Phone: (619) 933-0050 Fax: 75201
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Trail Blazer Ln -

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

4. COMPLETING SPECIFIC TYPES OF DISCLOSURE DOCUMENTS:

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

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

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

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

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

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

SELLER PROPERTY QUESTIONNAIRE

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



EXEMPT SELLER DISCLOSURE ("ESD")

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

5. FINAL RECOMMENDATIONS:

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

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

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this Advisory.

Seller ^{DocuSigned by:} Dan Hayes Date 8/14/2023
 H Grove N K Investors LLC

Seller _____ Date _____
 c/o NUWI Capital Inc

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DISCLOSURE INFORMATION ADVISORY (DIA PAGE 3 OF 3)

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Trail Blazer Ln -

COMPASS

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: H Grove N K Investors LLC c/o NUWI Capital Inc From: Compass
 Property: 21485 Trail Blazer Ln, Escondido, CA 92029 Date: 08/14/2023

This is to give you notice that Compass, Inc. and its affiliated brokerages (collectively "Compass") have a business relationship with Chartwell Escrow, Inc. ("Chartwell"), Consumer's Title Company of California, Inc., ("Consumer's") OriginPoint Mortgage LLC ("OriginPoint") and International ProInsurance Solutions, LLC ("Pro LLC"). Specifically, Compass, Inc. and certain employees and real estate agents of Compass and Compass affiliates,¹ collectively indirectly own 100% of Compass, Chartwell and Consumer's, and 49.9% of Pro LLC and OriginPoint.

Because of these relationships, any referral may provide Compass, Chartwell, Consumer's, OriginPoint, Pro LLC, other Compass affiliates, and their respective employees and agents, with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for the purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider	Settlement Service	Estimated Charge or Range of Charges										
Chartwell Escrow, Inc.	Settlement	<p>Escrow Fee Based Upon Sales Price \$500 Base Fee plus \$2-\$2.50 per thousand for each transaction side.</p> <p>Additional Fees Courier services, document preparation, processing payoffs, loan tie-in, and other fees may be charged and typically range from \$25 to \$1,000.</p>										
Consumer's Title Company of California, Inc.	Settlement	<table border="0"> <tr> <td>Sales Price</td> <td>Escrow Fee</td> </tr> <tr> <td>\$ 100,000 to \$ 500,000</td> <td>\$1,000.00 to \$ 1,950.00</td> </tr> <tr> <td>\$ 500,000 to \$ 700,000</td> <td>\$1,950.00 to \$ 2,450.00</td> </tr> <tr> <td>\$ 700,000 to \$ 1,000,000</td> <td>\$2,450.00 to \$ 3,200.00</td> </tr> <tr> <td colspan="2">For each \$1,000 or fraction above \$1,000,000, add \$1.50</td> </tr> </table> <p>Additional Fees Courier services, loan tie-in, and other fees may be charged and typically range from \$15 to \$360.</p>	Sales Price	Escrow Fee	\$ 100,000 to \$ 500,000	\$1,000.00 to \$ 1,950.00	\$ 500,000 to \$ 700,000	\$1,950.00 to \$ 2,450.00	\$ 700,000 to \$ 1,000,000	\$2,450.00 to \$ 3,200.00	For each \$1,000 or fraction above \$1,000,000, add \$1.50	
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\$ 100,000 to \$ 500,000	\$1,000.00 to \$ 1,950.00											
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\$ 700,000 to \$ 1,000,000	\$2,450.00 to \$ 3,200.00											
For each \$1,000 or fraction above \$1,000,000, add \$1.50												
Title Insurance	<p>Lender's Policy. Lender's policy when issued simultaneous with an Owner's policy is 50% of basic rate plus \$100.00. Rates vary based on liability amount.</p> <p>Owner's Policy. Rates vary based on liability amount. Estimated ranges for the following amounts of liability on an owner's policy are:</p> <p>\$50,000 to \$500,000 = \$435.00 to \$1,540.00 \$500,000 to \$1,000,000 = \$1,540.00 to \$2,698.00 \$1,000,000 to \$2,000,000 = \$2,698.00 to \$3,650.00</p> <p>For an estimate based on a specific amount and/or for liability amounts over \$2 million, please inquire directly with your title officer. Rates vary per county. Other fees (e.g., municipality lien search fees, survey fees, etc.) may apply and vary.</p>											

¹ Some real estate agents of Compass brokerage affiliates, including potentially the real estate agent representing you in the above-referenced transaction, have very small indirect minority ownership interests in Compass, Inc.

Rev. 03.2023

COMPASS

Seller or Tenant Acknowledgment of Obligation to Secure and Protect Personal Belongings

Property Address 21485 Trail Blazer Ln, Escondido, CA 92029 ("the Property")

During the listing period, whether for lease or sale, and any subsequent escrow period, potential buyers, real estate licensees, inspectors, and others will have access to the Property. Owner/Tenant should take appropriate precautions to protect personal belongings from damage or loss.

Jewelry, prescription drugs/medication, and other valuables/private items should be placed in a locked or otherwise secured area while the Property is being marketed for lease or sale. If you elect to keep valuables at the Property, you do so at your own risk.

It is recommended that you consult with your insurance carrier to ensure that coverage is adequate for any losses or damages which may occur, including, but not limited to personal injury, property damage and theft.

Compass cannot be held responsible for loss or damages, for that reason we are advising you take the necessary precautions to protect your belongings.

*Vacant properties may require special coverage.

Acknowledgment of Receipt:

DocuSigned by:
Dan Hayes
Seller/Tenant
H Grove N K Investors LLC

8/14/2023
Date

Seller/Tenant
c/o NUWI Capital Inc

Date

rev. 12.18

