



BUYING A HOME IN SAN FRANCISCO

Purchasing a home in San Francisco requires deep knowledge of the local housing market and professional expertise. Rapid appreciation, neighborhood developments, multiple offers, complex transactional documents, landlord-tenant laws as well as other factors specific for San Francisco's housing stock make buying a home here a challenging task at best.

As it is the seller who generally pays the commission in San Francisco, taking advantage of good agent's services from the start of the home search will save you lots of time and effort, make the process smoother and more understandable as well as potentially result in thousands of dollars of savings once the purchase will be completed.

Concluding a real estate transaction may be a stressful exercise and to avoid unnecessary strain, it is important for the prospective home owner to understand the underlying process and the key milestones of our collaboration. My approach is for us to act as a team. Based on your decisions, I will work hard to coordinate, manage and control every aspect of the process to ensure that your interests are best served.

The key milestones of our collaboration will include the following (I will share my proprietary presentation materials which further elaborate on each of the below steps once we start working together):

I. Defining the Scope

- a. **Priorities.** Establishing the priorities in the prospective search, with common parameters including:
 - (i) Property type
 - (ii) Number of Bedrooms and Bathrooms
 - (iii) Square Footage
 - (iv) Architectural Style
 - (v) Floor Plan
 - (vi) Physical Condition
 - (vii) Outdoor Space
 - (viii) Parking
 - (ix) Views
 - (x) Commute
 - (xi) Neighborhood Preferences
 - (xii) Other Pertinent Parameters.

We will start with prospective purchaser completing the Home Preferences Worksheet and determining the most important features for you in your future home ("Key Priorities"). The more we know about your preferences, needs and priorities, the better I will be able to focus our search on properties that most closely match your criteria.

It is often necessary to reconcile wants v. needs – unless you are building your dream home from the ground up, there may be compromises involved in deciding whether or not you will be satisfied with a given property;

- **Budget.** Determining the purchase budget, applicable costs and related contingencies, if any (the "Budget");

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- Reality. Reconciling Key Priorities, Budget and applicable market conditions (“Realistic Priorities”);
- Timeline. Determining the purchase timeline and related contingencies, if any;
- Agency. We will enter into an Agency Agreement further describing the terms of our collaboration.

II. Preliminary Steps

- a. Financing (if applicable). In today’s real estate market, especially given a relatively large amount of all-cash offers, it is essential to get pre-approved before starting your home search as it allows you to better understand your financial condition and how much home you can afford as well as strengthen your purchasing power when making an offer.

To initiate your pre-approval process, your lender will need you to provide documents falling into the following key categories:

- (i) Income, as evidenced by pay stubs (usually for the past two months), W-2s and/or 1099 forms as well as tax returns (usually for the past two years);
 - (ii) Assets, as evidenced by your bank account and/or brokerage/investment account statements as well as net worth of business owned (if applicable);
 - (iii) Liabilities, as evidenced by your credit card and loan statements, alimony / child support payments (if applicable) as well as other relevant information;
 - (iv) Other pertinent documents required by the lender, as applicable;
- b. Market Conditions. Evaluating current local and national market trends. Over the past several years San Francisco continuously ranks among the most expensive residential real estate markets in the United States and globally (for further details regarding key factors underpinning San Francisco’s super competitive housing market, please refer to the Real Estate / Overview Section of this website).

The city represents a unique combination of natural beauty, diverse cultural and entertainment scenes, renowned educational and research institutions as well as currently bustling economy being one of the world’s principal banking and finance centers and effectively the world’s capital for high-tech, biotechnology and medical research industries. At the moment, these factors are making the city a magnet for smart, educated and ambitious people from all over the world who are coming to San Francisco in increasing numbers and are willing to pay a premium to live here.

Growing population, currently insufficient new construction, new and increased existing wealth created from IPOs, company sales, stock options and high salaries, historically low unemployment, very high rent and landlord-tenant issues further affect the situation.

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Non-San Francisco specific factors such as stock market performance and interest rates play a role as well.

This being said, real estate and financial sectors are cyclical and the factors currently contributing to the “hot” real estate market do not guarantee an ever-appreciating housing. However, the aforementioned factors are some of the fundamental realities affecting the city’s real estate market at the moment;

- c. Neighborhoods. Consultation regarding neighborhoods and their fitness to your Realistic Priorities. San Francisco’s plethora of neighborhoods often feels like a congregation of small towns spread over its many hills and steep streets where one can walk a short distance and pass through several completely different areas (often with significant disparity in values). Neighborhoods are not static and their character can be affected by numerous factors such as alterations to existing improvement and/or its landscaping, new construction, increased or decreased local services, lack of maintenance and societal changes. As a neighborhood evolves, views, noise levels, traffic and safety conditions may change. It is recommended for the prospective purchaser to walk around pre-selected neighborhoods to determine whether they truly match the Realistic Expectations.

III. Finding Your Home

- a. Review. Reviewing active and “coming soon” listings within the Realistic Priorities parameters;
- b. Automatic Alerts and Off-Market Opportunities. Setting up automatic MLS alert system by the agent for new listings within the Realistic Priorities criterion. San Francisco’s currently super competitive market makes prompt viewing of new listings important as most appealing and best priced properties often sell quickly. In addition, as I am affiliated with Coldwell Banker Residential Brokerage which is the market leader in Northern California, I may have access to information regarding off-market opportunities that will match Realistic Priorities which I will promptly forward to you as well;
- c. Agent Previews. Previewing properties falling within the Realistic Criterion by the agent via MLS, brokers’ tours, open houses and appointments;
- d. Joint viewings. Attending broker tours, open houses and private showings of previewed properties together with the agent based on the latter’s recommendations;
- e. Refining the Scope. Narrowing down the Realistic Priorities based on joint property viewings. When pre-selecting your future home, it is advisable to visit the property during both day and night times to ascertain safety, noise and parking conditions as well as measure the applicable commute time, proximity to preferred schools, shopping, dining, entertainment and other amenities important to you. It is helpful to evaluate each of the viewed properties based on the chart tailored by your agent to reflect your Realistic Priorities on the scale of 1 to 10.
- f. Selection. Selecting the conforming property subject to pre-offer due diligence as further described below.

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IV. The Offer

- a. Pre-Offer Due Diligence. Reviewing available information regarding the selected property such as the disclosure package, inspection reports, overall condition, permit information or lack thereof; pending litigation / claims; for condos and TICs – review of homeowner fees, upcoming assessments, restrictions on pets, renting and other pertinent factors; any other relevant data. It is advisable for prospective purchasers to check seismic hazard map for the location in question, crime statistics with the local police department as well as Megan’s Law online database of registered sex offenders (collectively, “Qualifying Information”).

Simultaneously, I will be making further inquiries to the listing agent regarding issues relating to the property, the seller’s situation, past and/or current offers as well as offer presentation guidelines. In addition, I will obtain the relevant tax information as well as any historical data from MLS and other available sources;

- b. Comparative Market Analysis (“CMA”). Analyzing recent sales of comparable properties with your agent taking into account the Qualifying Information criterion to the extent possible. In San Francisco, publicly available real estate market statistics can be accessed by agents via San Francisco Association of Realtors (“SFAR”) website. However, as each month brings a small number of relatively unique property sales, this results in median and average sales prices (which serve as the key parameters of the CMA along with other factors) often disguising a significant disparity of values among the underlying individual home sales in the data set. In real estate, the devil is in the details and the market context behind a statistic is as important as statistic itself. To properly estimate the value of the specific property, a CMA crafted to reflect the comparable location, condition, amenities and other circumstances relating to the property in question is required. A properly crafted CMA may improve odds of acceptance of your offer provided there are no competing higher offers;
- c. Offer Strategy and Preparation. Strategizing to help you decide how much you feel comfortable offering for the property. The more information we will have regarding the subject property, the seller and the listing agent, the better chances your offer will have to win while also achieving the best possible price and terms under the given circumstances. Certain information as further described below may significantly impact how much you should consider paying for a home, including data regarding:

- (i) Information about the subject property:
- How long the property has been on the market
 - Price reductions, if any
 - Tax and property records
 - Historical MLS data, if available
 - Pertinent information from the disclosure package, if available
 - Whether other items that may be included or excluded in the sale (e.g. furniture, certain fixtures, etc.)
 - Any other available information regarding the property

- (ii) Information regarding other parties interested in the prospective purchase:
 - Information regarding any current or expected offers, whether there are multiple offers
 - Information regarding the number of distributed disclosure packages
 - Information about offers that did not work out / fell out of escrow and the underlying reasons

- (iii) Information regarding the Seller:
 - Seller's reasons to sell
 - Seller's time of purchase of the property
 - Seller's preference for the closing date
 - Whether Seller is willing to negotiate
 - Whether Seller prefers to occupy the property for some time after closing
 - Whether Seller has any special preferences for the prospective buyer other than the purchase price
 - Whether Seller is offering an assumable loan or financing

- (iv) Offer presentation guidelines
 - Whether there is a deadline for offer presentation
 - How long will the Seller need to respond to the offer
 - Whether there are any other requirements when submitting an offer

- (v) Available market data
 - The prices for other comparable properties in the area
 - The "list to sale price ratio", an indication of how competitive the homes are in the subject area

Analysis of the information gathered shall provide good guidance when determining the key terms of the offer and negotiating strategies. There is a saying in negotiations – the party most desperate to close a deal loses. Hence, do not be desperate but if it happens to be the situation – do not show that. It is the prospective buyer who is the sole decision maker when it comes down to determining the purchase price.

It is prudent to go over the key terms template Contract for the Sale and Purchase of Real Property in advance of actually writing an offer. In addition, it is helpful to review the "General Information for Buyers and Sellers of Real Property in San Francisco" which assists buyers and sellers in understanding of certain matters which can become issues in real estate transactions and fosters informed decisions.

- d. Offer Presentation. After taking into consideration the relevant aforementioned factors, I will prepare an offer at your direction and deliver it to the listing agent. If applicable, I will also safeguard the deposit check until the offer is accepted and escrow opens.

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A prospective buyer can make an offer subject to certain terms and contingencies such as securing financing, sale of the existing home, etc. The contract can also be made subject to various inspections by buyer and/or professional inspectors. In the event if short

contingency periods will be offered for inspections and/or financing, your agent will coordinate scheduling of tentative inspection and appraisal appointments. No-contingency offers in litigious California open the door to potential disputes in the future and should be carefully considered and are not recommended, thorough inspections by the professionals are strongly encouraged.

Most contracts include some standard provisions, such as proration of the property taxes, insurance costs, utility bills and special assessments. Some contracts outline what happens if the property is damaged before closing or if either party fails to go through with the sale. We will review every aspect of your offer given the facts at hand and jointly develop the strategy of getting the most advantageous terms for you as a buyer, at the price you are willing to pay for the property.

- e. Negotiation. Agent will negotiate the offer and counter-offers on prospective purchaser's behalf at the latter's instruction to achieve the best possible price and terms given the situation. Every negotiation is unique to the market, property and personas of the players involved. Skillful negotiation can help achieve substantial rewards in such a large financial transaction as buying a home.
- f. Acceptance. Upon receipt of the fully executed purchase contract, your agent will confirm it for completeness and provide a copy to you.

V. Escrow¹

- a. Understanding Escrow. Buyer and seller establish terms and conditions for the transfer of property ownership. These terms and conditions are given to an independent third party known as the "escrow holder". In turn, the escrow holder has the responsibility of seeing that terms of the escrow are carried out.

Generally, the buyer deposits a down payment with the escrow holder and the seller deposits the deed and any other necessary documents. Prior to the close of escrow the buyer deposits the balance of the funds required and agreed upon by the parties with the escrow holder.

The escrow holder thus acts for both parties and protects the interests of each within the authority of the escrow instructions. Escrow cannot be completed until the terms and conditions of the instructions have been satisfied and all parties have signed escrow documents. The escrow holder takes instructions based on the terms of the purchase agreement and the lender's requirements.

- b. Preliminary Title Report. A title spells out who has the right of ownership for a property. Because land endures over generations, many people may develop rights and claims to a particular property. The current owner's rights - which often involve family and heirs - may be obscure. There may be other parties (such as government agencies, public

¹ Information regarding Escrow and Title issues was partially derived from the materials provided courtesy of the Chicago Title Company

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utilities, lenders or private contractors) who also have "rights" to the property. These interests limit the "title" of any buyer.

Title is considered "clear" if there are no claims or liens against it. In order to make sure nothing will prevent transfer of the property to you, a title company will conduct a thorough title search and prepare a preliminary report that will indicate what recorded matters affect the title to the property and if the title insurance company is willing to insure the title. At the close of escrow, the title company will issue an Owner's Policy of Title Insurance to protect you against losses that might arise from covered claims on the title. We will separately discuss the importance of obtaining the title insurance.

VI. Due Diligence

- a. Appraisal by Lender. If the buyer is securing a new loan for the purchase, an appraisal will be required.

An appraiser will:

- (i) Research the subject property as to year built, bedrooms, baths, lot size and square footage and conduct a field inspection, which is comprised of:
- The inspection of the subject property, including taking photos of the front and rear of the home and photos of the street scene. The appraiser also makes an interior inspection for features and conditions which may detract from or add to the value of the home. A floor plan of the home is drawn and included while doing the inspection
 - The exterior inspection of the Comparable Properties (see below)
- (ii) Compare data of recent sales in the subject property's neighborhood, typically within a one mile radius. The appraiser usually locates at least three (and preferably more) similar homes that have sold within the past six months. These homes are considered the "Comparable Properties".
- b. Property Inspections. A home inspection is another component of the escrow process. It is a physical examination to identify material defects in the systems, structures and components of a property, such as foundations, basements and under-floor areas, exteriors, attic areas, plumbing, electrical systems, heating and cooling systems, fireplaces and chimneys, building exteriors, etc. Well-reputed and adequately insured inspectors shall be retained.

Professional inspections probably constitute the most important part of the property due diligence and are typically conducted within 7 to 15 days of offer acceptance. A careful review of SFAR's "Buyer's Inspection Advisory" is strongly recommended. This document urges the buyer to conduct the general, wood destroying pests and organisms inspections as well as to check the condition of the soil, stability and flooding; condition of the roof/gutters and pool/spa; water, waste and utilities; lot size and dimensions, boundaries and square footage; environmental hazards; building permits, zoning and use restrictions and rental property limitation restrictions (if any) among other items.

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While it is generally the buyer who pays for the cost of inspection, any issues discovered as a result of the inspections are usually negotiable between the parties and may lead to the amendments of the purchase contract including without limitations changes in the purchase price. It is important that both buyer and agent are present during the inspections.

Real estate contracts often contain contingency clauses that allow buyers to inspect the property. Certain inspections are required by lenders and others are a matter of observation and what is particular to a region or area. Which party pays for these inspections is negotiable. The two most common types of inspections are:

- (i) Wood destroying pests and organisms inspection – here, a licensed structural pest inspector will examine the areas of the property accessible to the inspection for evidence of subterranean and dry wood termites, carpenter bees and ants, wood destroying fungus and other issues to be followed by a written report and a bid for corrective work, if applicable;
 - (ii) Contractor inspection - which covers general condition and major systems of the property such as plumbing, heating and electrical; structural elements; roof; safety features and building code compliance.
- c. Disclosures. Sellers of residential real estate and the real estate agents are required by law to disclose any material information known regarding the condition and circumstances of the property as well as to provide a number of statutory required reports such as a transfer disclosure statement, lead-based paint and natural hazards disclosures, etc.

Buyers can rely on the information provided in the disclosures to make a more informed decision regarding the property being purchased. Sellers of probates and foreclosures are exempted from a number of the aforementioned requirements.

- d. Analysis of Reports and Disclosures. Upon receipt of the preliminary title report and inspection reports buyer and agent shall carefully review the materials. If applicable, agent shall facilitate collection and further analysis of additional information / reports (as applicable) and if necessary, coordinate the engagement of inspectors, lawyers, accountants, etc. should their counsel be needed.
- e. Removal of Contingencies.

Once the review of the due diligence items will be finished and the lender has completed its appraisal and underwriting process (if applicable), the buyer will either remove the contingencies of sale as specified in the purchase contract and proceed with the closing, attempt to re-negotiate the contract in the event if new material issues surfaced during due diligence, or terminate the contract if what was discovered during due diligence changed buyer's mind about the purchase.

VII. The Week Before Closing

- a. Final Walk-Through. The purpose of the final walk-through is to verify that:

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- (i) The property is in substantially the same condition as it was on the date of acceptance unless otherwise agreed to in writing between the Buyer and Seller, and
- (ii) That the Seller has complied with all additional written obligations regarding the condition of the property (such as to install smoke detectors, or some other written condition previously agreed to). Walk-through inspection is not a condition of sale and it is not to open up further negotiation unless some material facts will be discovered.

b. Final Steps, Review and Signature of the Closing Documents.

Before going to the title company to execute necessary escrow papers, it is important to address the following issues:

- (i) Decide the way you intend to hold your title, preferably upon consultation with an attorney, tax accountant and/or other qualified professional;
- (ii) Obtain hazard/fire insurance and provide your escrow officer with the insurance agent details. This policy must be in place before the lender will fund the loan;
- (iii) Once final instructions will be provided to the escrow holder, an Estimated Closing Statement of costs and disbursements will be prepared by the escrow agent and will need to be reviewed and approved by buyer. Simultaneously, the finalized set of loan documents will be prepared by the lender.

A closing statement is an itemized list of all of the charges and credits prepared by the escrow officer in connection with the escrow account. In addition to closing costs, the closing statement will reflect the purchase price and financial terms, funds deposited, debits or credits, payments to third parties, and payoffs of existing loans and/or liens. The closing statement will indicate how much money each party may need to bring into the escrow or how much money a party is to receive at the close of escrow. When buying or refinancing a residential property (1-4 dwelling units), the Department of Housing and Urban Development (“HUD”) requires both a Good Faith Estimate and a final HUD-1 statement of closing costs to be provided to the buyer/borrower at specific times in the transaction. These requirements are part of the Real Estate Settlement Procedures Act (“RESPA”). Please take a look at www.hud.gov for further details.

Closing costs are what the buyer and seller will pay as part of the escrow transaction. Some fees are negotiable between the seller and buyer (e.g., attorney fees, document preparation fee, escrow fee, recording fee, notary fee, and some others). We will go over the detailed breakdown of the closing costs allocation in San Francisco when we start working together.



- (iv) Decide whether you want to obtain a home warranty. Home warranties offer advantages to both the buyer and seller. Seller having a home warranty during the listing period may help sell the property at a higher price as well as protect from legal dispute that occur after the sale, depending on the policy. This policy protects the buyer by paying for certain repairs and costs of major mechanical systems and major appliances in the home such as heating and air conditioning. Most home warranty plans can be paid for at the close of escrow
 - (v) Schedule and attend the signing appointment (signatory must bring means of identification). Around this time, it is prudent to start making moving and storage arrangements (if not done so already), schedule change of utilities and associated actions. I will be happy to assist with all of these, if needed
- c. Final Deposit. Buyer delivers the balance of funds (down payment and closing costs) needed to close escrow to the title company at least two (2) business days prior to closing in the form of a cashier's check or wire transfer.
 - d. Loan Funding / Funds Wiring. Once the buyer signs the documents and they have been returned to the lender (if applicable), the latter will review them to ensure that all conditions have been met and all of the documents have been signed correctly. When this is completed, the lender will "fund" the loan via transferring the money to the title company by check or wire (if applicable). In the event of the cash purchase, buyer will need to arrange for the funds transfer in advance.

VIII. Closing

- a. Overview. Closing is a term used for the point in time at which the title to the property is transferred to the buyer and, generally, a mortgage (or "deed of trust") is given by the buyer/borrower to the lender, if applicable.

Once due diligence and pre-closing activities (see above) will be completed, escrow holder prepares the HUD-1 Settlement Statement ("HUD-1") which outlines all of the final costs for both the buyer and seller associated with the closing. On closing day the property will be transferred from the seller to the buyer.
- b. Close of Escrow. Once buyer and seller have completed their contractual obligations, the closing documents have been fully executed, and funds wired into escrow account, the title company will then record the title deed and loan deed of trust (if applicable) at the Recorder's Office. Sometimes, Sellers may request the right to rent back the property after the close of escrow for a short period of time. If you agree to such an arrangement, the underlying terms shall be negotiated as part of the purchase contract.
- c. Deed Recordation. Upon receipt of funds, the title company will record the Deed of Trust with the county in which the property is located (usually by the next day). Upon receipt of confirmation of the deed being recorded, title or escrow will then disburse monies to the appropriate parties. The original deed to your home will be mailed directly to you by the County Recorder's office, this may take up to several weeks.

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- d. Delivery of Keys / Move In. I will procure and deliver the keys, alarm codes and other means of access to your new home. **Congratulations!**

IX. Post-Closing

- a. Documents to Retain. Following close of escrow, I will provide you with an escrow package with all supporting sale documents which you should retain for your records as well, such as:
- (i) HUD-1 Statement, itemizing all costs associated with the closing. This document is important for income tax purposes and when you sell your home
 - (ii) The applicable loan documents and the Truth-in-Lending Statement
 - (iii) The title deed
 - (iv) Home insurance policy
 - (v) Copies of all transactional documents: contract, addendum(s), reports, disclosures and any other documents received during the course of transaction prior to and including close of escrow.
- b. Keeping in touch. Once you move in (or earlier, as applicable), I will connect you with the reputable trade professionals who can help with repairs or upgrades to your new home, if necessary. Should there be any issues with the transaction post-closing, I will promptly address these issues and work hard to resolve them to your satisfaction. I will also be delighted to continue being yours and your family's real estate resource.

Thank you for taking the time to review the above key milestones leading to the home purchase in San Francisco. You may agree that it is evidently a rather complex and labor-intensive process requiring professional skills, utmost care and attention.

In the event you are interested in buying your home in San Francisco or if you would like to learn more about the local real estate market, I believe that I am in the position to best assist you. A corporate attorney by background, licensed to practice law in California, New York and Russia, I obtained my California real estate broker's license in 2004. I hold an LL.M degree in Commercial Law from University of Cambridge, England (Queens' College). As a corporate attorney with 10+ years of experience, I have worked with several Fortune 500 clients, managing complex transactions and corporate restructurings. I have a reputation for tenacity, negotiation skills and client service. I enjoy working with people and make my clients' interests my utmost priority. I am fluent in English and Russian.



I am affiliated with Coldwell Banker Residential Brokerage for its international reputation, extraordinary marketing presence and strong leadership. I work at the office in which Coldwell Banker was founded in 1906 located at 1801 Lombard Street in San Francisco. Coldwell Banker currently ranks as No. 1 real estate company in sales volume in Northern California outpacing its nearest competitor by a remarkable 375%. Its global presence with offices in 43 countries and territories around the world offers a truly international network, unmatched by local or regional specialty brokers. In addition, Coldwell Banker's

affiliates offer mortgage, title, home warranty and relocation services, simplifying the real estate transaction and related issues should you choose to use these options.

I am a long-term resident of San Francisco's Pacific Heights enamored by the City's natural beauty, rich history and diverse culture. I enjoy and participate in the local social and cultural scenes – I am a member of San Francisco Museum and Historical Society and San Francisco Heritage as well as Pacific Heights Residents Association. I am well familiar with San Francisco's history as well as its everyday life and frequently publish in social media on the issues relating to the city's political, economic and social life.

With best wishes,



KATE STANTON

Associate Broker

CalBRE No: 01445813

Coldwell Banker Residential Brokerage

1801 Lombard Street, San Francisco, CA 94123

ekaterina.stanton@gmail.com

www.sfbykate.com

c: +1 (415) 601-0926

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