

Listing Agent: Helene Barkin

Property Address: 1461 9th Street, Berkeley

Purchaser and/or Purchasers' Agent acknowledge timely receipt of the following documents prior to writing and presenting an offer on the above referenced property.

CURRENT DISCLOSURES

1. MLS Property Information Sheet, 1 page
2. Metroscan Property Profile, 1 page
3. Real Estate Transfer Disclosure Statement dated 8/26/07, 3 pages
4. Listing Agent's Real Estate Disclosure Supplement dated 10/2/07, 2 pages
5. Sellers' List of Improvements dated 9/6/07, 2 pages
6. Sellers' Supplement to Real Estate Transfer Disclosure Statement dated 8/26/07, 4 pages
7. Supplemental Statutory and Contractual Disclosure dated 8/26/07, 1 page
7. Berkeley Ordinance Disclosure, 6 pages
8. Residential Sewer Lateral Compliance Guidelines, 2 pages
9. Explanation of Agency Disclosure, Liquidated Damages and Arbitration, 3 pages
10. Smoke Detector Statement of Compliance, 1 page
11. Water Heater Statement of Compliance, 1 page
12. Lead-Based Paint and Lead-Based Paint Hazards Disclosure, 2 pages
13. Receipt for the Environmental Hazards and Earthquake Safety Booklet, 1 page
14. Notice of Your "Supplemental" Property Tax Bill, 1 page
15. Square Footage and Appraisal Advisory, 1 page
16. East Bay Regional Point of Sale Ordinance Addendum, 5 pages
17. Disclosure Regarding Real Estate Agency Relationships (Listing Agent & Seller), 2 pages
18. Hold Harmless Pest dated 9/6/07, 1 page

Seller Seller Buyer Buyer

Property Address: 1461 9th Street, Berkeley

CURRENT REPORTS

- 1. Mitts Termite Inspection Report dated 9/5/07, 7 pages
- 2. JCP Geologists Report dated 9/7/07, 21 pages
- 3. Statutory Property Tax Data Report dated 9/7/07, 12 pages
- 4. Central Plumbing Sewer Lateral Inspection Report dated 9/7/07, 1 page
- 5. Notice of Survey by Electrical Contractor dated 9/5/07, 1 page
- 6. RECO Certificate of Compliance dated 9/21/07, 1 page
- 7. Preliminary Title Report & Map by First American Title dated 9/17/07, 17 pages

The undersigned acknowledge timely receipt of the above referenced documents.

Buyer _____ Date _____

Buyer _____ Date _____

Selling Agent _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

Listing Agent _____ Date _____

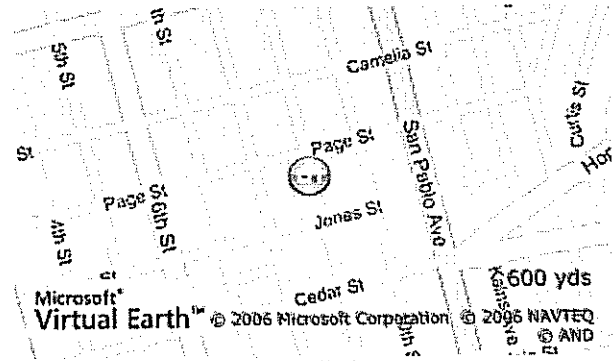
**RESIDENTIAL
Detached**



List Price
\$635,000

Status
New

Virtual Tour Link



Print/email this listing:

1461 9TH STREET

Unit:

BERKELEY, CA 94710-1525

Orig. Price: **\$635,000**

Other

MLS Number: **40300827**

Area: **2306**

Sold Price:

List Date: **10/1/2007**

Off Mkt Date:

Pend Date:

COE Date:

DMLS: **0**

DOM: **0**

Bedrooms: **2** Yr Blt: **1939** Garage?: **Yes**
 Baths/Par: **1 / 0** Age: **68** Spaces: **1**
 Sq Ft: **1084** Acres: **0.11** Fireplaces: **1**
 Source: Public Records Lot SF: **4680** Pool: **No**
 D/N/S: **Other** Total Rms: **5**
 Bldr/Arch: **New Subdiv: No**
 Model: **Const St: Existing**
 Remarks: **List \$/SqFt: \$586**

No. of Units: **Complex:**
 %OwnOcc: **Pets:**
 Unit's Floor: **Unit**
 TIC%: **Feat:**
 Type Own:

HOA?: **No** Name:
 Fee: \$ **Litigation:** **Trns Fee:**
 Amenities:
 Fees Incl: **Buyer** _____ Date _____
 Docs: _____ Date _____
 New Sbdv: **Buyer** _____
 Sales Ofc:

Renovated Gem! Stylish 2 bedroom bungalow with a sitting room/office adjacent to the master bedroom provides a wonderful retreat. Beautifully remodeled, a modern kitchen & large landscaped garden, makes this home a winner! Great location near 4th Street & easy access to San Francisco.

Confid. NO SHOW TIL TOUR 10/4. Sq. ft. as per tax records, neither Listing Agent or Seller have verified or guarantee its accuracy.

Remarks:
 Occ. By: **Owner Name: GREG** Occ. Phone: **510.735.9220** Lockbox?: **Yes FRONT 10/4**
 Show Info: **GO ANYTIME, LEAVE MSG & GO-NSTT** 24 Hr. Notice Reqd? **No** Associated Docs Available: **0**
 Directions: **GILMAN>9TH** Cross St: **VIRGINIA** Thomas Bros. Map: **629D1**

List Type: **Excl Right** Comp Selling Ofc: **3** Dual/Variable: **No** Listing Service: **Full Service**
 Listing Ofc: **THE GRUBB CO. INC. - Off (510) 652-2133** Office: **Fax(510) 652-0114**
 Listing Agt: **HELENE BARKIN - (510) 652-2133 ext. 424** HBARKIN@GRUBBCO.COM
 Co-List:
 Zoning: **1001** APN: **059233002100** Census Tract: **4221.00** Point of Sale Ord.: **Yes** City Transfer Tax: **Yes**

Bath, Master: **Shower Over Tub, Tile, Tub, Updated Baths** Lvl, Street: **2 Bedrooms, 1 Bath, Main Entry, Other**
 Baths, Other:
 Cooling: **None** Lvl, Upper:
 Disabled: **Other** Lvl, Lower:
 Disclosure: **Other - Call/See Agent** Kitchen: **Counter - Stone, Dishwasher, Garbage Disposal, Gas Range/Cooktop, Updated Kitchen**
 Equipment: **Garage Door Opener**
 Exterior: **Dual Pane Windows** Pool: **None**
 Fireplace: **Fireplace Insert, Gas Burning, Living Room** Possess: **COE, Negotiable**
 Rms, Addi: **Office, Other**
 Flooring: **Hardwood Floors, Hardwood Flrs Throughout** Roof: **Composition Shingles**
 Foundation: **Crawl Space** Style: **Bungalow**
 Garage: **Attached Garage, Int Access From Garage** Terms: **Cash, Conventional**
 Heating: **Forced Air 1 Zone, Gas** Wtr/Sewr: **Sewer System - Public, Water - Public**
 Insp/Rpts: **Pest Control, Other** View:
 Laundry: **220 Volt Outlet, Hookups Only, In Garage** Yard Desc: **Back Yard, Fenced, Front Yard, Patio, Sprinklers Automatic, Sprinklers Back, Sprinklers Front, Sprinklers Side, Storage**
 Lot Desc: **Level**
 School Dist: **Berkeley (510) 644-6504** Elem: **Call School District** Jr Hi: **Call School District** Sr Hi: **Call School District**

Sold By:
 Sale Price: **Sale \$/Orig \$:** % **Sale \$/Last \$:** % **List \$/SF: \$ 586** **Sale \$/SF: \$** **DMLS: 0** **DOM: 0**
 Credits: **Sale Terms:**

= METROSCAN PROPERTY PROFILE =
Alameda (CA)

OWNERSHIP INFORMATION

Parcel Number :059 2330 021 00
 Owner :Nichols David G & Lu Aldrinna
 CoOwner :
 Site Address :1461 9th St Berkeley 94710
 Mail Address :1461 9th St Berkeley Ca 94710
 Owner Phone :
 Tenant Phone :

Buyer _____ Date _____
 Buyer _____ Date _____

SALES AND LOAN INFORMATION

Transferred	:11/21/2001	Loan Amount	:\$256,000
Document	:452980	Lender	:Americas Wholesale
Sale Price	:\$320,000 Full	Loan Type	:Conventional
Deed Type	:Grant Deed	Interest Rate	:Fixed
% Owned	:100	Vesting Type	:Married Persons

ASSESSMENT AND TAX INFORMATION

Land	:\$105,852	Exempt Type	:Homeowners
Structure	:\$246,989	Exempt Amount	:\$7,000
Other	:	Incorporated	:Yes
Total	:\$352,841	Tax Rate Area	:13000
% Improved	:70	06-07 Taxes	:\$5,029.70

PROPERTY DESCRIPTION

Map Grid :629 D1
 Census :Tract :4221.00 Block :1
 Land Use :110 Res,Single Family Residence

PROPERTY CHARACTERISTICS

TotalRms :6	Pool :	Lot Acres :.11	Bldg Matl :Frame
Bedrooms :3	Units :1	Lot SqFt :4,680	Bldg Shape :L-shape
Bathrooms :1.0	Bldg Num :1	Bldg SqFt :1,084	Bldg Class :5.5
Stories :1	Elevator :No	Year Blt :1939	View Qual :
Unit Flr :	Garage :Garage	Eff YrBlt :1939	Topography :

Full Report

MASTER			
Parcel ID	059233002100	Owner Name	NICHOLS DAVID G & LU ALDRINNA
Street Number	1461 9TH ST	Owner2	
City	BERKELEY CA 94710 1525	Sale Date	11/21/2001
Land Use	1001 SINGLE FAMILY RESIDENCE	Sale Price	\$0.00
Building Sq Ft	1084	Bedrooms	3
Thms Bros	629D1	Bathrooms	1
Mail Addr	1461 9TH ST	Mail Addr2	BERKELEY,CA 94710-1525
Owner Display	DAVID G NICHOLS & ALDRINNA LU	Absent Owner (Y/N)	N
Owner Last	NICHOLS	Owner First	DAVID G & LU ALDRINNA
County	ALAMEDA	Year Built	1939

LOCATION AND OWNERSHIP									
<u>Plat Image</u>									
Plat Image 1									
<u>Property Address</u>			<u>Mail Address</u>			<u>Mail Crrt</u>			
1461 9TH ST			1461 9TH ST			C024			
<u>Census Tract</u>	<u>Census Blk Gp</u>	<u>Zoning</u>	<u>Crnt</u>	<u>Latitude</u>	<u>Longitude</u>	<u>Flood Panel</u>	<u>Flood Zone</u>	<u>Flood Map Date</u>	
4221.00	8		C024	37.876781	122.296968	060004-0002A	X	9/1/1978	
<u>County Use</u>									
1100 SINGLE FAMILY RESIDENCE									

CHARACTERISTICS				
<u>Stories</u>	1	<u>Year Built</u>	1939	
<u>Lot Sq Ft</u>	4680	<u>Lot Acres</u>	0.107438016528926	
<u>Bldg Sq Ft</u>	1084	<u># of Units</u>		
<u>Rooms</u>	6	<u>Bedrooms</u>	3	
<u>Full Baths</u>	1	<u>Half Baths</u>	0	
<u>Parking</u>	G	<u>Parking Spaces</u>		
<u>Pool</u>				



TAXES AND ASSESSMENTS	
<u>Tax Year</u>	2006
<u>Land Value</u>	<u>Percent Land To Total</u>
\$103,776.00	29.999826550494
<u>Improvement Value</u>	<u>Percent Impr To Total</u>
\$242,146.00	70.000173449506
<u>Total Value</u>	<u>Tax Amount</u>
\$345,922.00	\$5,029.70

SALES				
<u>Sale Number</u>	<u>Sale Date</u>	<u>Sale Price</u>	<u>Sale Code</u>	<u>Sale Code Desc</u>
1	11/21/2001	\$0.00		
<u>Sale Number</u>	<u>Document Number</u>	<u>Document Type</u>	<u>Title Company</u>	
1	2001452980			

LEGAL

RECEIVED AND READ

NUMBER OF PAGES _____

 8/26/07
 NAME DATE
 8/26.07
 NAME DATE

Buyer _____ Date _____

Buyer _____ Date _____



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Berkeley, COUNTY OF Alameda, STATE OF CALIFORNIA, DESCRIBED AS 1461 9th Street, Berkeley Ca 94610.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) August 26, 2007. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

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

II. SELLER'S INFORMATION

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

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

Seller is is not occupying the property.

A. The subject property has the items checked below (read across)

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

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

(*see footnote on page 2)

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1991-2003, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

TDS REVISED 10/03 (PAGE 1 OF 3)

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

Buyer's Initials (_____) (_____)
Seller's Initials (Den) (AK)
Reviewed by _____ Date _____



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

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

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

*This garage door opener or child resistant pool barrier may not be in compliance with the safety standards relating to automatic reversing devices as set forth in Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or with the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. The water heater may not be anchored, braced, or strapped in accordance with Section 19211 of the Health and Safety Code. Window security bars may not have quick release mechanisms in compliance with the 1995 Edition of the California Building Standards Code.

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

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

If the answer to any of these is yes, explain. (Attach additional sheets if necessary): _____

#2 - Fences may be on property line
#3 - Kitchen & Bath remodel was done to code & with permits 2001-2004
However, our permit expired before we finished. To our knowledge, the following
were completed & not signed off on: wire nuts on ground wires in kitchen outlets,
handrail for garage stairs & pressure relief valve for water heater.

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

Seller: David Nichols Date: 8/26/07

Seller: Aldrinna Nichols Date: 8.26.07

Buyer's Initials (_____) (_____)
Reviewed by _____ Date _____



III. AGENT'S INSPECTION DISCLOSURE

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

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

Agent notes no items for disclosure.
 Agent notes the following items: see attached

Agent (Broker Representing Seller) Helene Barkin, Grubb Company By Helene Barkin Date 10/2/07
(Please Print) (Associate Licensee or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

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

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

Agent notes no items for disclosure.
 Agent notes the following items:

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

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

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

Seller David Nichols Date _____ Buyer _____ Date _____

Seller Aldrinna Nichols Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) Helene Barkin, Grubb Company By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

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

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

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

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published by the California Association of REALTORS®

Reviewed by _____ Date _____



The GRUBB Co.

R E A L T O R S


SUPPLEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF **Berkeley**, COUNTY OF Alameda, STATE OF California DESCRIBED AS **1461 9th Street**. THIS STATEMENT IS A DISCLOSURE OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 2079 OF THE CIVIL CODE AS of **October 2, 2007**. IT IS NOT A WARRANTY OF ANY KIND BY THE (SELLER/BUYER)(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

AGENT'S INSPECTION DISCLOSURE

The undersigned agent, based on a reasonably competent and diligent visual inspection of the property states the following:

1. There is some chipped paint on the front steps that may or may not be touched up by the time this home comes on the market.
2. The tiles on the fireplace surround were missing trim pieces at the upper corners at the time the listing agent did her visual inspection.
3. The sellers have renovated this home during their tenure in it. Sellers did not complete actually getting the finalized permit for the kitchen and bathroom remodel they did. Property tax records show this home to be a three bedroom. It is currently being used as a 2 bedroom with an additional sitting room/office off of the master bedroom. The second bedroom and the sitting room/office do not have closets.
4. There are some scratches in the paint, particularly on the door leading to the sitting room.
5. In the sitting room, there is a hole in the hardwood floor directly ahead and to the left.
6. In the master bedroom there is a dog door that the sellers have closed up and painted.
7. The center panel of the wall system in the living room has some holes drilled in to it. Sellers had a flat panel TV in this area.

THE GRUBB CO., BY Helene Barkin  Date: 10/2/07

(CO-OPERATING AGENT), BY _____ Date: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Buyer: _____

Seller: _____

Agent's Inspection Disclosure
(Continued)

7. There are no closets in 2 of the bedrooms

8. Property tax records indicate this home is a 3 Bedroom. Sellers have remodeled home in same footprint. Home is currently being used as a 2 bedroom / 1 Bath, with an office / sitting room. This office sitting room is what tax records called a 3rd Bedroom. This room had a small closet which was given to the bathroom in remodeling. This room was a walk through to bedroom when seller bought this home.

9. Rail to Back of Garage has large opening, child could fall through

Date: _____
Buyer: _____
Buyer: _____

Date: _____
Selling Agent: _____

Date: _____
Seller: _____
Seller: _____

Date: 10/02/2007
Listing Agent: [Signature]

1461 9th Street Improvements

Interior Remodel – Kitchen & bath (2001-2004)

- All plumbing replaced with copper except for the supply from the street
- New 125 amp main electrical panel, 80% of all wiring replaced
- Full kitchen and bath remodel down to studs
- Extensive remodel with expanded doorways and additional footage in bathroom and kitchen
- Added wood trim on all windows and doorways
- Updated 500 sq. ft. of the hardwood floor in the house matching original floors and refinished all
- Added Artisan Fox gas insert to fireplace and updated tile facing
- Added built-in maple cabinets in living room and cabinets in master bedroom
- Replaced all interior and exterior doors, adding four Marvin French doors (5 point locking system with lites)
- Removed floor heater and replaced with new high efficiency Bryant forced air furnace with HEPA filter
- All new lighting fixtures and hardware throughout the house
- Kitchen includes Viking 6 burner range with convection oven and hood, stainless Asko high efficiency dishwasher, European stainless refrigerator, slate counter tops
- Bathroom includes Italian temperature controlled shower fixture as well as tile shower surround
- New 50 gallon hot water heater
- Remodeled garage interior and added cabinets for storage

Exterior Remodel (2005)

- New roof, replacing and damaged framing as well as all new sheathing and architectural shingles
- New Hardi Plank concrete board siding and trim
- Complete seismic retrofitting and upgrade including replacing / upgrading framing as needed, bolting to the foundation and plywood shear paneling on all exterior walls
- Replaced all windows with double paned, low E, aluminum clad double hung Marvin windows
- All exterior walls insulated
- All new gutters and downspouts
- New remote control battery back up lightweight insulated garage door
- All new paint and caulking
- All new exterior fixtures including motion sensor lights

Landscaping (2006)

- New concrete driveway
- New paver paths
- Over 11 tons of new flagstone patio and paths
- All new automatic drip irrigation and sprinklers
- New fence in front yard
- New trellises

- New storage shed in back yard built to match the house, including the same roofing and siding, as well as double paned Marvin windows
- New plantings including bamboo, lawn, grapes, maple trees
- Consulted professional colorist to choose interior and exterior colors
- Remodeled front porch
- Added expanded steps in backyard for French doors
- Added roof detail over master bedroom
- New lawn in back yard

To the best of our knowledge, all work was performed to code and with permits. However, our kitchen & bath remodel permit expired before all work was completed. There were 3 remaining items that the building inspector noted that have all been completed but never finally inspected:

- Wire nuts on ground wires in kitchen outlets
- Handrail on garage stairs
- Pressure relief valve on water heater piped to outside.

The closet from the south bedroom was removed as part of a previous kitchen remodel and the space was added to the kitchen. This left a doorway from that bedroom to the kitchen which we closed in as part of our kitchen remodel. We removed the small closet from the walk through bedroom - this space is where the bathroom sink is now.

[Handwritten Signature]

Seller

8/6/07

Date

[Handwritten Signature]

Seller

9.6.07

Date

Buyer

Date

Buyer

Date

1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

Property Address 1461 9th Street Berkeley

Seller(s) Name Aldreuna and David Nichols

As of: (Date) 8/26/07

This form supplements the Real Estate Transfer Disclosure Statement requirements of Civil Code §1102 and is designed to give the Buyer(s) additional information regarding the subject property. The following representations are made by the Seller(s) and are NOT REPRESENTATIONS BY AGENT(S).

- | | Yes | No | Don't Know |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Any non-tempered glass on shower doors and/or entry doors? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Any spark arrestors which have been installed on fireplace chimneys? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Any animals kept on the property? <u>Dogs</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Any stains, odor or damage caused by animals kept on the property, including floors, carpets, walls, etc.? ... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Any pools or spas that do not have fencing to meet current safety codes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Any abandoned tanks or systems (i.e., fuel oil, gas, oil, septic, leach fields)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Any presently connected tanks, septic systems or leach lines? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Any quality problems with the home's water supply (contamination, sediment, discoloration, odor or pressure)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Any leaks, back-ups or recurring blockages in any sewer drainlines? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. If you answered yes to number 9 above, describe the condition, repairs and frequency of recurrence of the problem(s) | | | |
| 11. Are you aware of any creek that is open or culverted or any natural watercourse within 100 feet of the subject property? (Refer to The Grubb Co. City Ordinance Addendum regarding Creek Preservation or Protection Ordinances) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 12. Any leaks or water intrusion (past or present) in the roof(s), chimney(s), around skylight(s), windows, basement or elsewhere from any source? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Location(s) & Date: <u>Before we purchased the home the roof leaked in the dining room</u> | | | |
| Describe & Date any Specific Corrective Repairs that were made: <u>Replaced roof 2005</u> | | | |
| 13. Regarding driveway or private access: | | | |
| (a) Any shared or common driveway, access or road? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Any written or oral agreement to maintain driveway or road? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Any forthcoming assessments? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Any easements not of public record? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 14. Are you aware of any of the following on the subject property or in the neighborhood at any time? | | | |
| (a) Flooding or drainage problems | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Settling, slippage, landslides or other soil problems | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Recurrent or unusual odor problems | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Contaminated soil or ground water | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) Any criminal activity such as violent crimes, theft, burglary or illegal drugs activity? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Describe: <u>Window was broken in one of our cars & purse was stolen in May 2007</u> | | | |
| 15. Proximity to any of the following: | | | |
| (a) Pending real estate development in the area (such as condominiums, planned units development, subdivisions or property for commercial, industrial, sport, educational or religious use) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) Proposed or approved changes in public or private facilities including highway or road construction | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. Any current violations of the Covenants, Conditions and Restrictions (CC&Rs)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 17. Any deaths on the property in the last three years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 18. Any bonds and/or assessment obligations which are currently due that are not a part of the property tax bill? .. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 19. Any disease which affects trees or plants on the property or within two hundred feet of property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 20. Any restrictions on the use of the premises other than those disclosed in writing? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Seller's Initials (DAN) (DN) / Buyer's Initials () ()

SELLER'S SUPPLEMENT TO
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address 1461 9th Street Berkeley

- | | Yes | No | Don't Know |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 21. Any boundary disputes, or third party claims affecting the property (rights of other people to interfere with the use of the property in any way)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 22. Any problems with retaining walls (such as leaning, bulging or cracking)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 23. Any problems with existing underground sprinkler systems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 24. Any sump pump, underground drains, French drains, dry wells or surface disposal systems in the crawl space/sub area or elsewhere on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (a) If yes, please describe and give location _____ | | | |
| (b) If present, was the sump pump or drainage system installed with permit? N/A <input checked="" type="checkbox"/> | | | |
| 25. Any damp soil and/or standing water in the sub area (under any building)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 26. Any standing, collecting or ponding water on the property at any time? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If so, where? _____ | | | |
| 27. Any repairs, replacements or ongoing maintenance to any of the following items: interior walls, ceilings, floors, exterior walls, insulation, roof(s), windows, doors, foundation, slab(s), driveways, sidewalks, walls/fences, electrical systems, plumbing/sewers/septics or other structural components? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, for each repair, replacement or ongoing maintenance, explain: <u>Full interior remodel 2001-2004</u>
<u>Exterior remodel 2005, landscaping 2006</u> | | | |
| 28. Any concealed hardwood floors? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If yes, which rooms? _____ | | | |
| What is the condition of the floors? _____ | | | |
| 29. Any insulation? <u>Ceiling, all exterior walls, All double pane windows.</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 30. Any vapor or moisture barrier(s) (i.e., plastic covering) in the sub area or any other location? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 31. Is water directed away from structure? (i.e., drainage system, splash blocks, or other method) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, please describe <u>Yes - South rain gutters underground to street side</u> | | | |
| 32. Any multiple dwelling units included in this sale? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If yes, number of units _____ Number of legal units _____ | | | |
| 33. Is a current 3R report available? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 34. Any Homeowner's insurance claims in the last 5 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 35. Any water-related insurance claims in the last 5 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

REPORTS, INSPECTIONS or ESTIMATES

1. Check applicable boxes if you are aware of any reports, inspections or repair estimates done for your property that are not currently available.

- | | | | | |
|---------------------------------------|---|---|---------------------------------------|--|
| <input type="checkbox"/> Pest Control | <input type="checkbox"/> Structural/Engineering | <input type="checkbox"/> House Inspection | <input type="checkbox"/> Roof | <input type="checkbox"/> Pool/Spa |
| <input type="checkbox"/> Well | <input type="checkbox"/> Septic | <input type="checkbox"/> Plumbing | <input type="checkbox"/> Heating | <input type="checkbox"/> Air Conditioning |
| <input type="checkbox"/> Survey | <input type="checkbox"/> Soils/Drainage | <input type="checkbox"/> Geologic | <input type="checkbox"/> Energy Audit | <input type="checkbox"/> Environmental Hazards |
| <input type="checkbox"/> Plans | <input type="checkbox"/> Building Permits | <input type="checkbox"/> Berkeley RECO Compliance | <input type="checkbox"/> Other | |

Please describe all checked boxes by type and approximate date(s).

Type of Report	Inspector or Company	Date

Seller's Initials (Ben) ([Signature]) / Buyer's Initials (____) (____)

**SELLER'S SUPPLEMENT TO
REAL ESTATE TRANSFER DISCLOSURE STATEMENT**

1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

Property Address 1461 9th Street Berkeley

2. Are you aware of any reports or inspections that pertain to any neighborhood properties or conditions which may materially affect the value or desirability of the subject property? Yes No
If yes, explain: _____

(NOTE: IT IS RECOMMENDED THAT BUYER OBTAIN A COPY OF ALL EXISTING REPORTS, INSPECTIONS OR REPAIR ESTIMATES.)

OWNERSHIP

- | | Yes | No | Don't Know |
|---|------------------------------|-------------------------------------|--------------------------|
| 1. Are you (Seller) a licensed real estate salesperson/broker? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Is the sale of this property subject to court confirmation (i.e., Probate sale or Independent Administration)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Are you involved in any pending or contemplated bankruptcy procedures? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Are there any loans secured by the property where Notice(s) of Default have been or may be recorded? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Do you anticipate any liens or judgments against any title holder of the property including but not limited to Internal Revenue Service tax liens, etc.? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Any unrecorded Easements, Liens or Deeds of Trust? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Is title to the Subject Property held by a Trust or an Estate? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. If held in a Trust or Estate, have all Trustees or Administrators signed the Listing Agreement? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. If not held in a Trust, have all persons on Title signed the Listing Agreement? | N/A <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Please provide a copy of the Trust Declarations and Trustee Authorization for The Grubb Co. to forward to the Title Company for your sale.

IF THE ANSWER TO QUESTION IN 2 – 7 ABOVE IS YES, EXPLAIN:
(attach additional sheets if necessary) _____

SUPPLEMENTAL INFORMATION: In addition to the disclosure statements made herein, the following facts are known or suspected, which may materially affect the value or desirability of the subject property, now or in the future, including ongoing maintenance and repairs as well as any defects in the home that required significant repairs:

I ACKNOWLEDGE RECEIPT OF A COPY OF "THE HOMEOWNER'S GUIDE TO EARTHQUAKE SAFETY"

BUYER(S) HAS READ AND UNDERSTANDS ALL THREE PAGES OF THIS SELLER'S SUPPLEMENT TO THE REAL ESTATE TRANSFER DISCLOSURE STATEMENT.

Seller's Initials (bcw) ([Signature]) / Buyer's Initials (____) (____)

1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

Property Address

1461 9th Street Berkeley

RESIDENTIAL SEISMIC SAFETY (GOVERNMENT CODE SECTION 8897 et seq.)

This Earthquake Disclosure is per the California Association of Realtors "Combined Hazards Book", 2005 Edition.

Answer the questions below to the best of your knowledge. If you do not have actual knowledge as to whether the weakness exists, answer "Don't Know". If your home does not have the feature, answer "Doesn't Apply." The page numbers in the right-hand column indicate where you can find information on each of these features in the "Combined Hazards Book". This earthquake disclosure is made in addition to the standard real estate transfer disclosure statement, also required by law.

	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12
2. Is the house anchored or bolted to the foundation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14
3. If the house has cripple walls:					
• Are the exterior cripple walls braced?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16
• If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	18
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	20
5. If the house is built on a hillside:					
• Are the exterior tall foundation walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	22
• Were the tall posts or columns either built to resist earthquakes or have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	22
6. If the exterior walls of the house, or part of them, are made of unreinforced masonry, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	24
7. If the house has a living area over the garage, was the wall around the garage door opening either built to resist earthquakes or has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	26
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?	To be reported on the				36
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or land sliding)?	Natural Hazard Disclosure Report				36

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

House was bolted to foundation + shear paneling installed on all exterior walls as part of 2005 exterior remodel

SELLER CERTIFIES THAT THE INFORMATION HEREIN IS TRUE AND CORRECT TO THE BEST OF THE SELLER'S KNOWLEDGE. AS SELLER OF THE PROPERTY DESCRIBED HEREIN, I HAVE ANSWERED THE QUESTIONS ABOVE TO THE BEST OF MY KNOWLEDGE IN AN EFFORT TO DISCLOSE FULLY ANY POTENTIAL EARTHQUAKE WEAKNESSES IT MAY HAVE.

DCN
Seller
8/26/2007
Date

[Signature]
Seller
8.26.07
Date

I ACKNOWLEDGE RECEIPT OF THIS FORM, COMPLETED AND SIGNED BY SELLER. I UNDERSTAND THAT IF THE SELLER HAS ANSWERED "NO" TO ONE OR MORE QUESTIONS, OR IF SELLER HAS INDICATED A LACK OF KNOWLEDGE, THERE MAY BE ONE OR MORE EARTHQUAKE WEAKNESSES IN THIS HOUSE.

Buyer _____ Date _____

Buyer _____ Date _____



**SUPPLEMENTAL STATUTORY
AND CONTRACTUAL DISCLOSURES**

(C.A.R. Form SSD, Revised 4/06)

1. Seller makes the following disclosures with regard to the real property or manufactured home described as
1461 9th Street, Assessor's Parcel No. _____,
situated in Berkeley, County of Alameda, California, ("Property").

2. THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS DISCLOSURE STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR ANY AGENT(S) AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF SELLER OR BUYER DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.

3. Are you (Seller) aware of any of the following? (Explain any "yes" answers below.)
- A. Within the last 3 years, the death of an occupant of the Property upon the Property. Yes No
 - B. An Order from a government health official identifying the Property as being contaminated by methamphetamine (if yes attach a copy of the Order) Yes No
 - C. Whether the Property is located in or adjacent to an "industrial use" zone Yes No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
 - D. Whether the Property is affected by a nuisance created by an "industrial use" zone Yes No
 - E. Whether the Property is located within 1 mile of a former federal or state ordnance location Yes No
(In general, an area once used for military training purposes that may contain potentially explosive munitions.)
 - F. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision Yes No
 - G. Insurance claims affecting the Property within the past 5 years Yes No
 - H. Matters affecting title of the Property Yes No
 - I. Material facts or defects affecting the Property not otherwise disclosed to Buyer Yes No
- Explanation, or (if checked) see attached: _____

4. Seller represents that the information herein is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a Copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

Seller: David Nichols Date: 8/26/07
Seller: Aldrinna Nichols Date: 8.26.07

5. By signing below, Buyer acknowledges Buyer has read, understands and received a copy of this Supplemental Statutory and Contractual Disclosures.

Buyer _____ Date _____
Buyer _____ Date _____
Agent (Broker Representing Seller) Helene Barkin, Grubb Company
By Grubb Co Date 8/26/07
(Associate-Licensee or Broker Signature)
Agent (Broker Obtaining the Offer) _____
By _____ Date _____
(Associate-Licensee or Broker Signature)

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 2002-2006, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.
THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

The System for Success™

Reviewed by _____ Date _____

1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

Dated _____ between the Buyer(s) _____
and Seller(s) Aldrum Davidson relating to property located at
1461 9th Street Berkeley

Provided below is a list of Berkeley's major regulations that relate to property ownership. These regulations, as well as the fees that are based on the regulations, may not apply to your particular property, but are provided as a convenient reference. You may obtain copies of the codes and ordinances relating to these regulations from the City of Berkeley, 2180 Milvia Street, Berkeley, CA 94704, (510) 981-2489, between 8:30 a.m. and 5:00 p.m., Monday through Friday or visit www.ci.berkeley.ca.us.

This is a brief summary of various complex local ordinances and should in no way be construed as a complete resource on this topic. This summary is NOT a substitute for speaking directly with the appropriate local officials or a real estate attorney experienced in these issues:

- RECO:** Berkeley's Residential Energy Conservation Ordinance requires that a property meet certain energy conservation standards at the time of sale. The City of Berkeley may change these standards from time to time. A property that previously met requirements may no longer meet the upgraded standards of the ordinance. Note: *Responsibility for compliance may not be transferred to a subsequent buyer if the seller accepted responsibility at the time of their purchase. If Form C is signed, the home must be brought into compliance within one year of sale. Maximum cost to bring into compliance is 0.75% of sales price.* For more information call the City of Berkeley Energy Office at 510-981-5435 or Community Energy Services Corporation (CESC) at 510-644-8546.
- TRANSFER TAX SEISMIC RETROFIT REBATE:** Berkeley has imposed a transfer tax equal to 1.5% of the sale price. Up to one third of the tax (1/2% of sale price) may be rebated to pay for seismic strengthening of the structure. To claim this credit, any seismic strengthening work must have been performed after October 17, 1989, and completed with proper building permits issued by the Berkeley Building Department. However, Transfer Tax funds may only be used for the actual costs of the retrofit. Any costs of Engineering design may not be reimbursed to the Homeowner from these funds. Refer to Ordinance #6072-NS. The application form is available at City of Berkeley Building Permits 510-981-7500.
- RENT CONTROL ORDINANCE:** Buyer is aware that a local ordinance exists, which regulates the rights and duties of property owners and tenants. It may affect the level of present rents; future rent adjustments, and creates severe restrictions on evicting tenants or recovering the property for personal occupancy. The Buyer is strongly advised to review the Berkeley Rent Stabilization Law and examine the rent control file on the property, if one exists, at the Rent Stabilization Board. The Buyer is further advised to refer rent control issues and questions to a qualified landlord/tenant attorney. Information from City of Berkeley Rent Stabilization Program can be found at 510-644-6128.
- TENANTS IN COMMON ("TIC") Chapter 13.88 BMC:** If the property described in this purchase contract contains two or more units, and those units are NOT condominiums, the Buyer is hereby notified that the City of Berkeley requires that a buyer be presented with a copy of the Tenants In Common General Information Statement (1 page attached). Tenants in Common is an unusual form of ownership in that all owners have an undivided interest in the property. In addition, all owners are named on the same loan or loans for the property. This creates a situation

Seller's Initials AD / Buyer's Initials () ()

The GRUBB Co. REALTORS

1960 Mountain Boulevard, Oakland, CA 94611
 3070 Claremont Avenue, Berkeley, CA 94705

Property located at 1461 9th Street

where financial responsibility for the property is shared by all owners. There should always be a formal Tenants in Common Agreement which governs rights of exclusive occupancy of individual units, financial responsibilities and other matters. Any buyer of a Tenant in Common property is urged to seek Legal Counsel to discuss the risks inherent to this form of ownership, prior to purchasing the property.

5. **BERKELEY HAZARDOUS FIRE AREA:** Properties situated within this area must comply with the requirements set forth in the Berkeley Uniform Fire Code. Buyer acknowledges that he/she has received a copy of "Fire Hazards and Vulnerabilities" (3 pages attached).
6. **SMOKE DETECTORS ORDINANCE:** Smoke Detector location within dwelling units. In dwelling units, a detector shall be installed in each sleeping room and at a point centrally located in the corridor or area giving access to each separate sleeping area. When the dwelling unit has more than one story and in dwellings with basements, a detector shall be installed on each story and in the basement. In dwelling units where a story or basement is split into two or more levels, the smoke detector shall be installed on the upper level, except that when the lower level contains a sleeping area, a detector shall be installed on each level. When sleeping rooms are on an upper level, the detector shall be placed at the ceiling of the upper level in close proximity to the stairway. In dwelling units where the ceiling height of a room open to the hallway serving the bedrooms exceeds that of the hallway by 24 inches or more, smoke detectors shall be installed in the hallway and in the adjacent room. Detectors shall sound an alarm audible in all sleeping areas of the dwelling unit in which they are located.
7. **BERKELEY CREEK PROTECTION ORDINANCE: BMC 17.08 Preservation and Restoration of Natural Watercourses.** Over 2000 properties are potentially affected by this ordinance. Homeowners cannot perform any construction within 30 feet of a creek without a variance. This includes but is not limited to permitted repairs, new construction, replacement and improvements after a fire or natural disaster. Variances may be difficult or impossible to obtain. If home is located over a culvert, repairs to the culvert are currently considered by the City of Berkeley to be the homeowner's responsibility. A copy of the City's Creek Map (1 page) is attached.
8. **SEWER LATERAL COMPLIANCE:** Beginning July 1, 2006, the City of Berkeley requires homeowners to obtain a Sewer Lateral Certificate before the close of escrow at the sale of a property. The cost of the Certificate is currently \$185. Enforcement of this ordinance will begin October 1, 2006. For additional information, contact Adadu Yemane, Associate Civil Engineer, at 510-981-6413.

The Undersigned Acknowledge Receipt of a Copy of this Disclosure and 4 Pages of Attachments.

<u>Ann M. W. L.</u> Seller	<u>8/26/07</u> Date	_____ Buyer	_____ Date
<u>[Signature]</u> Seller	<u>8.26.07</u> Date	_____ Buyer	_____ Date

Fire Hazards and Vulnerabilities

The City of Berkeley faces an ongoing threat from urban and wildland fire. Susceptibility to fire is heightened due to Berkeley's dense development pattern, characterized by older structures including high rise buildings, multi-storied residential units, and a variety of warehouse, manufacturing, and commercial properties. Berkeley also faces a significant wildland fire danger along its hillsides where the wildland and residential areas interface. Wildland fires can result from both human activity and natural causes. Once ignited, these fires can be difficult to contain. The risk of fire is most common during the dry months of May through October, and can become extreme when the warm, dry Diablo winds blow out of the northeast. When the winds blow strongly, fires occurring in the densely vegetated hill areas are extremely difficult to control. A wildfire can move with breathtaking speed, down from the ridge in 30 minutes, expanding to one square mile in one hour, and then consuming hundreds of residences in a day. In the Berkeley and Oakland Hills there have been 14 wildland fires since 1923, which collectively have burned 9,000 acres and destroyed more than 3,500 structures.

On September 17th, 1923, a fire started in Wildcat Canyon, just over the ridge from Berkeley. It was a warm day, with a strong northeast wind, which blew the flames up over the ridge into northeast Berkeley. Firefighters were able to do little to slow the fire as flying embers spread it rapidly from block to block. By the time the winds finally changed in the late afternoon, the fire had burned all the way to the northern edge of the University campus and as far west as Shattuck Avenue. Several thousand people were homeless, and 584 homes were destroyed. Had the winds not shifted, the fire could have burned to the Bay.

Figure 14. Hazardous Hill Area, Fire Station Locations and Evacuation Routes

Because of increased development and vegetation growth in the hills, the fire threat continually increases. Abundant dead brush and vegetation, and non-fire-resistant building materials, fueled the 1991 firestorm, which ignited in the Oakland Hills. The combination of fuel, drought, hot and dry weather, wind conditions, poor accessibility, and insufficient water pressure in some areas proved devastating. The fire destroyed 62 homes in Berkeley and more than 3,000 homes in Oakland, consuming one house every 11 seconds in the first three hours. Twenty-five people lost their lives in the fire.

In the aftermath of the 1991 Fire, the City established the Hill Hazardous Fire Area District. The purpose of the District was to expand inspection programs, reduce excess vegetation, and educate residents about the special needs for vegetation management and fire prevention for people living in the urban/wildland interface. Hazardous fire area inspections are conducted annually by fire companies, between May and September. Vegetation removal programs, including the chipper and debris box programs, continue with funding provided by a surcharge on the refuse bills for residents in the hill area. In 1997, the City Council-approved assessment district in the Berkeley hills area ended; however, the danger from a wildfire has not. The continued commitment of the residents to a fire-safe area is critical.

Figure 14 shows the location of the Hill Hazardous Fire Area and the Emergency Access and Evacuation Routes established in the General Plan Transportation Element. (Also see *Transportation Policy T-2B*.) All streets in the Fire Hazard Area are considered to be evacuation routes, as are the public paths that make up Berkeley's pathway network system (see *Figure 6, Transportation Element*).

Efforts are currently underway to construct a new fire station for the hill areas east of the Hayward fault. The objective of the current efforts is to develop a facility that will be able to respond to major disasters in these neighborhoods.

The location of the residential hill areas adjacent to regional parklands poses two additional fire prevention challenges. First and foremost, these parklands are heavily wooded providing ample fuel for a major wildland fire that can easily move into the Berkeley neighborhoods. Second, these areas are managed by the East Bay Regional Park District and serviced by the California Department of Forestry (CDF). Therefore coordination between the City of Berkeley and the adjacent jurisdiction is essential. Major issues that must be addressed are: 1) the benefits and implications of establishing and maintaining a firebreak between the

DCN [Signature]

wildland areas and the residential areas of Berkeley, and 2) joint response plans to fires in the area.

To fight fires effectively, adequate water pressure, supply, and delivery must be available. While water pressure is generally adequate throughout the city, fire-fighting capability can be hampered by supply and pressure limitations in particular water pressure zones. Moreover, an earthquake can easily sever water lines in the area. Several areas in the East Bay Hills can produce flame fronts that cannot be controlled with water from hydrants, fire truck hoses, or helicopter buckets, or with retardant drops from air tankers, until the winds die down in the late afternoon. Compounding this threat is the fact that evacuation can be difficult, slow, and dangerous due to winding and narrow roadways in the hills.

A secondary hazard is the potential for massive land sliding on fire-burned hillsides when heavy rains follow firestorms. Extreme heat from firestorms can create an impermeable soil layer beneath the surface. When heavy rains fall on denuded slopes, soil saturation occurs rapidly and the danger of landslides in susceptible areas is great, posing a risk to life, structures, and infrastructure.

In conclusion, areas of the city that are most vulnerable to fire hazards are:

Hillside Residential Areas Near and Adjacent to Wildland Areas - There are approximately 750 residences in vulnerable hillside areas in Berkeley.

Structures Built with Combustible Materials - The presence of wood siding, shake roofs, and other combustible materials heightens the vulnerability of residences and structures in the hills area.

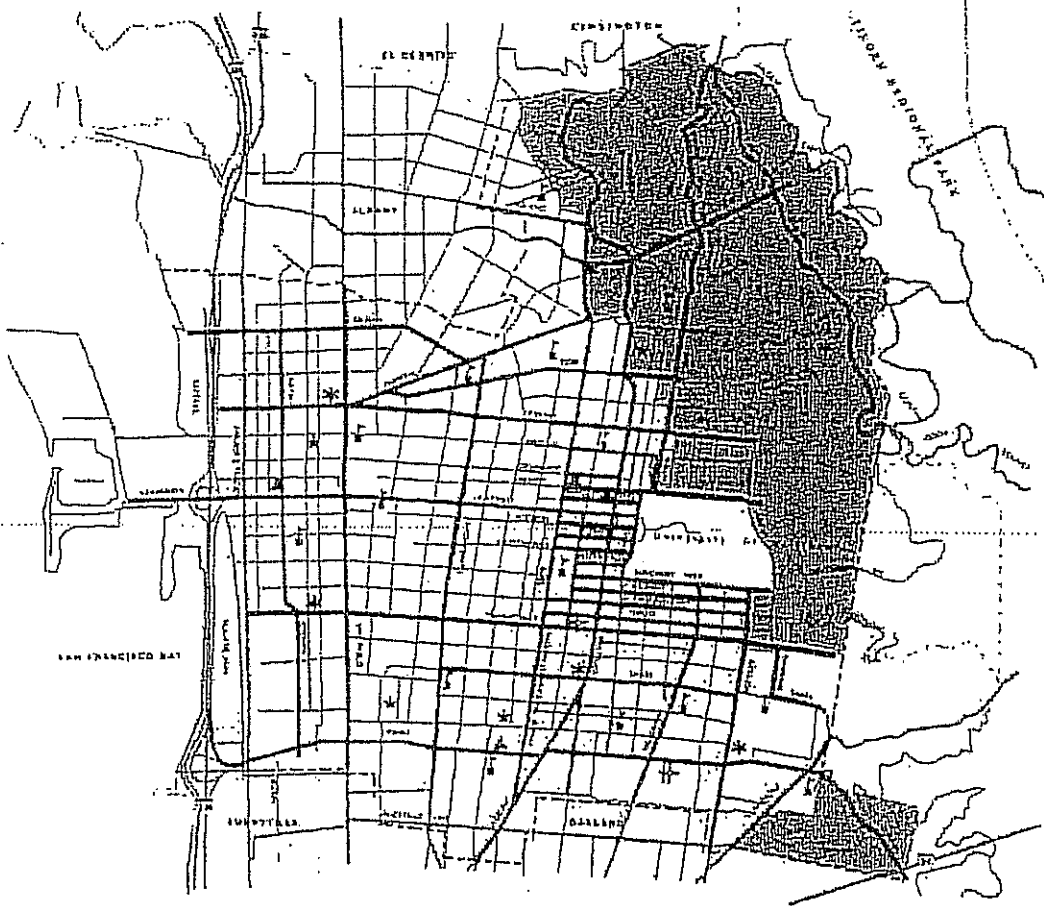
Areas of Heavy or Unmanaged Vegetation - Dense vegetation increases the danger to people and structures from fire. The fuel load is particularly high in the Berkeley hills.

Circulation and Utilities - As demonstrated in the 1991 firestorm, narrow winding roads can become inaccessible and unusable for evacuation or for emergency equipment and personnel. Aboveground utility poles can exacerbate problems.








The Water Delivery System - In an emergency the age of the existing water supply system may cause the system to be unreliable.



Figure 14. Hazardous Hill Area, Fire Station Locations and Evacuation Routes

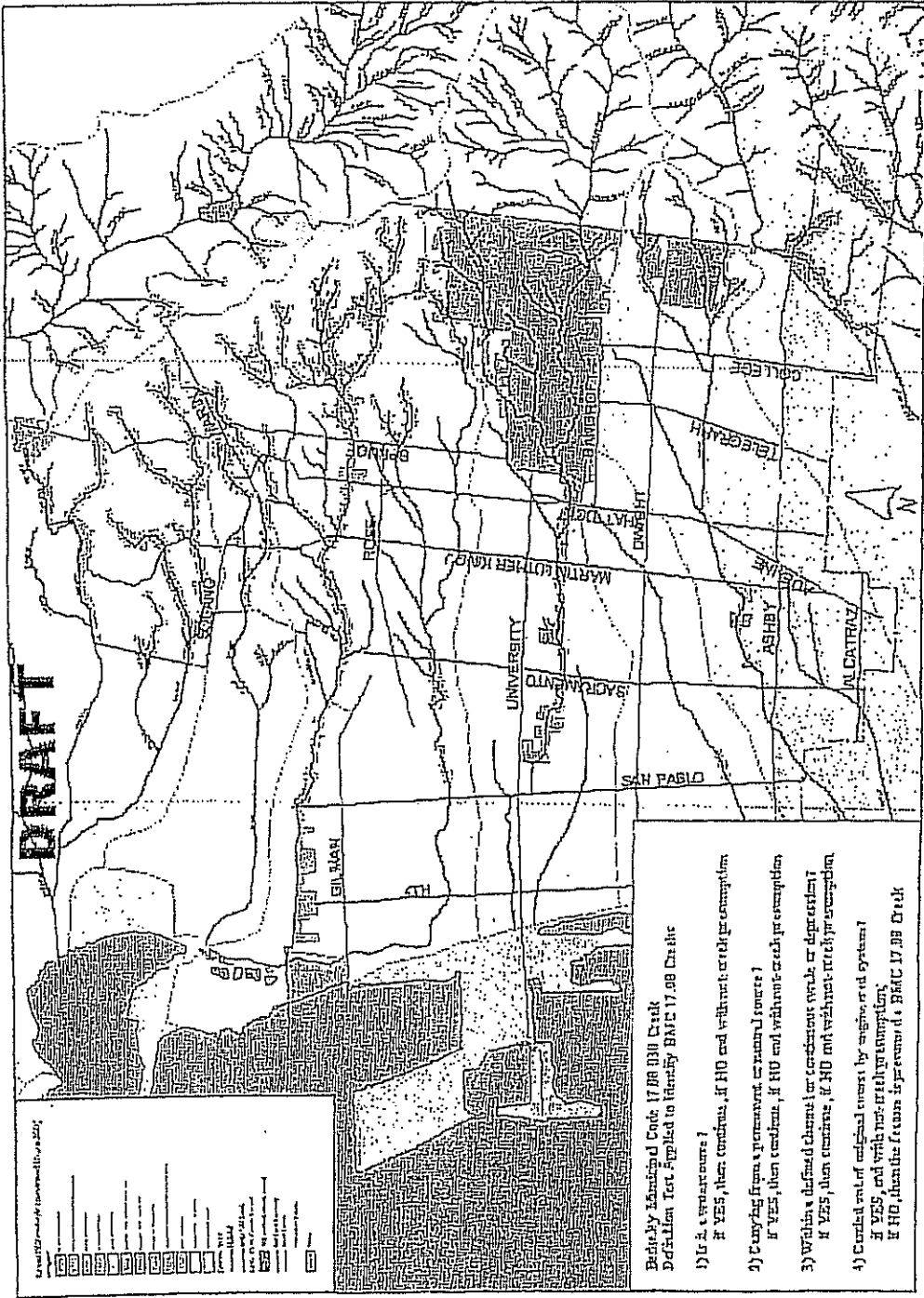


Legend:

- | | | | |
|---|---|---|-------------------|
|  | Emergency Access and Evacuation Routes
(also includes all streets in Fire Hazard Area) |  | Fire Station |
|  | HVI Fire Hazard Area |  | Hospital |
| | |  | Public School |
| | |  | Senior Center |
| | |  | Recreation Center |

Handwritten signature

BMC 17.08 CREEKS AND PARCELS ESTIMATED WITHIN 30 FEET OF THESE CREEKS 2140 of 26218 parcels (8.2%)



DRAFT

Legend

[Symbol]	Parcel Boundary
[Symbol]	Water
[Symbol]	Stream
[Symbol]	Drainage Basin
[Symbol]	Sanitary Sewer
[Symbol]	Storm Sewer
[Symbol]	Water Main
[Symbol]	Gas Main
[Symbol]	Electric
[Symbol]	Other

1) Is a water course?
 If YES, then condition, if NO and with note or other exemption
 If YES, then condition, if NO and with note or other exemption
 2) Emptying from a permanent or seasonal source?
 If YES, then condition, if NO and with note or other exemption
 3) Within a defined channel or continuous embankment or depression?
 If YES, then condition, if NO and with note or other exemption
 4) Control not of original course by engine or old system?
 If YES, and with note or other exemption
 If NO, then the feature is presumed to be BMC 17.08 Creek


1 MILE

Handwritten signature

Residential Sewer Lateral Compliance Guidelines

In all municipalities except Alameda, the first step is to obtain a Video Sewer Lateral Inspection.

Berkeley:

- 
- 1) Submit the sewer video to the Public Works Department along with \$185 fee for the Compliance Certificate.
 - 2) If work is required, Compliance may be obtained by doing the work immediately or within 6 months after close of escrow.
 - 3) If work is to be done after close of escrow, the following steps must be followed:
 - Written bids must be obtained.
 - A mandatory \$4500 deposit is required regardless of the actual repair estimate.
 - Upon close of escrow, the Title Company is to send the funds to the City.
 - Once the work has been completed, finalized permit and receipts showing all work has been paid for are given to the City. The funds held will be released to the NEW HOMEOWNER.
 - If work is not completed within 6 months after close of escrow, the funds shall escheat to the City of Berkeley. The City will schedule work to be done by their own crews. If the funds held are insufficient to cover the cost of work, the NEW HOMEOWNER will be billed for the difference and the property lien.
 - 4) Certificates of compliance will be honored for 20 years. If a property was newly constructed or the sewer lateral replaced within the 20-year period prior to July 1, 2006, the homeowner shall submit all permits, receipts and drawing to the City. City officials will determine if the sewer lateral is in current compliance. If so, a Compliance Certificate will be issued free of charge.

Oakland:

No Current compliance code.

Piedmont:

No Current compliance code.

Albany:

- 1) Submit the sewer video and a Sewer Video Routing Slip to the City's Community Development Department.
- 2) The City will issue either a Certificate of Compliance or a Deficiency Report.
- 3) If a Deficiency Report is issued, the homeowner should gather bids for the repairs and obtain a permit.
- 4) Once the repairs are complete and the permit signed off by a City Inspector, the City will prepare a Certificate of Compliance.
- 5) If the repairs cannot be completed prior to close of escrow:

- The Homeowner may submit to the City a signed work authorization for replacement of the sewer lateral by a licensed contractor, or
 - Post a \$2,000 bond with the City.
- 6) Certificates of Compliance shall be honored for 20 years.

Alameda:

- 1) Any property more than 25 years old must have a Sewer Lateral Inspection, except for Condominium or Cooperative apartment buildings.
- 2) The Homeowner must obtain a Plumbing Permit for Sewer Lateral Testing.
- 3) A City inspector must be present for the Sewer Lateral Test.
- 4) If the Sewer Lateral passes the test, the City Inspector will sign off on the permit card. This shall be the Homeowner's Certificate of Compliance.
- 5) If the Sewer Lateral fails the test, all repair or replacement work must be completed and inspected by the City prior to close of escrow.
- 6) Certificates of Compliance shall be honored for 5 years.

Kensington, El Cerrito, Richmond Annex:

- 1) Submit the sewer video to Stege Sanitary District.
- 2) Stege will issue either a Certificate of Compliance or a Deficiency Report.
- 3) If a Deficiency Report is issued, the homeowner should gather bids for the repairs and obtain a sewer permit from Stege and any encroachment permits needed from the appropriate City or County Public Works Department.
- 4) All repairs must be completed prior to close of escrow or within 30 days of the issuance of a deficiency report. However, a written request for extension of the time to enact repairs may be made to Stege Sanitary District along with a \$50 filing fee. If granted, an extension of 180 days will be allowed for sewer lateral compliance.
- 5) Once the repairs are complete and all permits signed off by a Stege Inspector and/or City Inspector, the District will prepare a Certificate of Compliance.
- 6) Certificates of Compliance shall be honored for 10 years.

San Pablo, East Richmond Heights, Tara Hills, Rollingwood, Bayview and Portions of Pinole, El Sobrante and the Unincorporated areas of West Contra Costa County:

- 1) The West County Wastewater District (WCWD) requires a Backwater Overflow Prevention Device of a type approved by WCWD and a sewer Cleanout in a location and of a type required by WCWD be installed on any sewer lateral connected to a WCWD sewer system prior to the sale or transfer of the property.
- 2) The property owner shall obtain a Certificate of Compliance from WCWD's district engineer proving compliance with Contra Costa County Plumbing Code Section 8.15.170 prior to close of escrow or transfer of title.

Seller  Date 8/26/07
 Seller  Date 8.26.07

Property Address: 1461 9th Street Berkeley, Ca

This disclosure is designed to give buyers and sellers a basic understanding of four contract provisions: Agency, Liquidated Damages, Arbitration of Disputes and the Megan's Law Database. The Liquidated Damages and Arbitration of Disputes provisions deal with different issues and must be read, in their entirety, before signing a contract.

AGENCY

The Brokers have a fiduciary duty to their own Clients. However, the Brokers also owe all Principals in the transaction: fair and honest dealing, acting in a diligent manner and handling the transaction in a timely fashion. Furthermore, the Broker representing the Buyer may also represent other potential Buyers who may consider or make offers on the same property. Likewise, the Broker representing the Seller may also represent other Sellers that have similar or competing properties.

There are 3 basic forms of representation under Agency. The Buyer may have sole representation by their Agent/Broker, the Seller may have sole representation by their Agent/Broker, or there may be Dual Agency, wherein the Agent /Broker represents both the Buyer and the Seller. This Dual Agency does exist whether 2 separate Agents working for the SAME Brokerage are representing the Buyer and the Seller, or if the SAME AGENT represents both Buyer and Seller.

- I understand that The GRUBB Co. is representing BOTH Buyer and Seller in this transaction.
- I understand that The GRUBB Co. and _____ (GRUBB Co. Agent) are representing BOTH Buyer and Seller in this transaction.

In addition, the Agents must disclose if they have any financial interest in the subject property.

- The Agent/Broker DOES NOT have a financial interest in the subject property.
- The Agent/Broker DOES have a financial interest in the subject property in the form of a Swing Loan.
- The Agent/Broker DOES have a financial interest in the subject property in the form of the following described Loan _____.

Seller's Initials (aw) (AS) / Buyer's Initials () ()

Property Address: 1461 9th Street Berkeley

LIQUIDATED DAMAGES

The parties can, if they choose, agree to have this option or they can decline it in the purchase contract. Most standard real estate contract forms contain a provision for the buyer and seller to agree, in advance, to set a limit on the maximum amount of damages the seller will recover if the buyer breaches the contract. This limit is usually 3% of the purchase price or the amount in escrow, whichever is less. Initialing this provision is not a guarantee that the seller will recover the deposit and it is not a means to prevent a buyer from terminating the contract. This section does not address and has no effect on other legal remedies, such as specific performance. This section does not limit the damages the buyer will recover if the seller breaches the contract. The provision only applies if the buyer breaches the contract. Neither Realtors nor escrow holders can determine if a breach has occurred; this is an issue decided by a court or through arbitration.

ARBITRATION OF DISPUTES

The parties can, if they choose, agree to have this option or they can decline both. Most standard real estate contract forms contain a provision whereby the buyer and seller can, if they choose, agree to submit their disputes to binding arbitration. This is a contract option which has been made available as a convenience for buyers and sellers to decide what forum will be used to resolve any disputes.

Arbitration is less formal and can be a faster, less expensive means of resolving disputes than a court trial.

NATURE OF BINDING ARBITRATION: Binding arbitration is a process whereby parties (by themselves or through their attorney) resolve disputes before a neutral arbitrator(s). The arbitrator (s) is required to be a neutral, disinterested person that the parties agree to use, such as a retired judge or an arbitration service, such as the American Arbitration Association (AAA), and must render a fair and impartial decision. That decision is then final and enforceable; there is no appeal even if the decision is based upon a misunderstanding of fact and/or law. By electing binding arbitration, the parties are generally giving up the right to a trial by a judge or jury as well as the right to full and formal court process. However, the parties can be represented by legal counsel if they choose arbitration.

SCOPE OF ARBITRATION: The arbitration would cover most real estate transaction disputes that arise either before or after escrow closes. Those excluded actions are described in The Arbitration of Disputes Provision. The only parties who must submit to the arbitration process are The Principals to the Transaction.

ARBITRATOR: The arbitrator is required to be a neutral, disinterested person that the parties agree to use, such as a retired judge or an arbitration service, such as the American Arbitration Association (AAA).

Seller's Initials (initials) / Buyer's Initials () ()

Property Address: 1461 9th Street Berkeley

RIGHTS TO DISCOVERY AND RULES OF EVIDENCE: Arbitration provisions vary regarding the right to conduct discovery (such as depositions, inspections of records). Code of Civil Procedure §1283.05 permits such discovery in arbitration if it is provided for in the agreement. The rules of evidence in arbitration are less rigid than in a trial court. The parties can put forth documents, present and cross-examine witnesses and make oral and/or written arguments.

ARBITRATION FEES: The cost of arbitration varies, depending upon the nature of the case and the type of arbitration chosen. As an example, AAA has a sliding scale based on the amount of claim (i.e., \$1 to \$25,000 is a 3% fee, subject to a \$300 minimum). Who pays those fees depends upon the arbitration agreement.

THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTANDS THAT THEIR CHOICES REGARDING LIQUIDATED DAMAGES AND ARBITRATION HAVE NOT BEEN BASED UPON ANY REPRESENTATIONS OF THE REAL ESTATE AGENTS IN THIS TRANSACTION. THE UNDERSIGNED UNDERSTANDS THAT IF THEY HAVE FURTHER QUESTIONS, CONCERNS, OR NEED ADVICE ABOUT AGENCY, LIQUIDATED DAMAGES OR ARBITRATION, THEY SHOULD CONSULT THEIR ATTORNEY.

MEGANS LAW DATABASE

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified Registered sex offenders is made available via an internet web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. Neither Seller nor Brokers are required to check this web site. If this is information that is important to Buyer, Broker advises Buyer to conduct his/her own investigation of this database during Buyer's inspection contingency. Furthermore, neither the Listing Agent nor the Seller has verified the accuracy of the database, nor do Brokers have expertise in this area.

RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED.

[Signature] 8/26/07
Seller Date

Buyer Date

[Signature] 8.26.07
Seller Date

Buyer Date



SMOKE DETECTOR STATEMENT OF COMPLIANCE

As required by California State Health and Safety Code §13113.8(b) (C.A.R. Form SDS, Revised 4/05)

Property Address: 1461 9th Street , Berkeley Ca 94610

- 1. STATE LAW: California Law requires that every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector...
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent smoke detector requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling...
4. EXCEPTIONS: Exceptions to the State Law are generally the same as the exceptions to the Transfer Disclosure Statement Laws.
5. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §13113.8 by having operable smoke detector(s) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations and in accordance with applicable local ordinance(s).

Seller (Signature) David Nichols (Print Name) Date 8/26/07
Seller (Signature) Aldrinna Nichols (Print Name) Date 8.26.07

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

Buyer (Signature) (Print Name) Date
Buyer (Signature) (Print Name) Date

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1991-2005 CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by: REAL ESTATE BUSINESS SERVICES, INC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



SDS REVISED 4/05 (PAGE 1 OF 1)

SMOKE DETECTOR STATEMENT OF COMPLIANCE (SDS PAGE 1 OF 1)



CALIFORNIA
ASSOCIATION
OF REALTORS®

WATER HEATER STATEMENT OF COMPLIANCE

Water Heater Bracing, Anchoring or Strapping
As required by California Health and Safety Code §19211
(Only required when there is a water heater on or in the property)
(C.A.R. Form WHS, Revised 4/05)

Property Address: 1461 9th Street , Berkeley Ca 94610

- 1. STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code §19211).
- 2. LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.
- 3. TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law.
- 4. EXCEPTIONS:** There are no exceptions to the State Law.
- 5. CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller *David Nichols* David Nichols Date 8/26/07
(Signature) (Print Name)
Seller *Aldrinna Nichols* Aldrinna Nichols Date 8.26.07
(Signature) (Print Name)

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

Buyer _____ Date _____
(Signature) (Print Name)
Buyer _____ Date _____
(Signature) (Print Name)

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1991-2005 CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



WHS REVISED 4/05 (PAGE 1 OF 1)

WATER HEATER STATEMENT OF COMPLIANCE (WHS PAGE 1 OF 1)

The GRUBB Co., Inc. 3070 Claremont Ave. Berkeley, CA 94705
Phone: (510) 652 - 2133 Fax: (510) 652 - 0114 Helene Barkin

Jayne Chu



CALIFORNIA
ASSOCIATION
OF REALTORS®

**LEAD-BASED PAINT AND LEAD-BASED PAINT
HAZARDS DISCLOSURE,
ACKNOWLEDGMENT AND ADDENDUM**
For Pre-1978 Housing Sales, Leases, or Rentals
(C.A.R. Form FLD, Revised 1/03)

The following terms and conditions are hereby incorporated in and made a part of the: California Residential Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, or other: _____, dated _____, on property known as: _____, 1461 9th Street, Berkeley Ca 94610 ("Property") in which _____ is referred to as Buyer or Tenant and David Nichols, Aldrinna Nichols is referred to as Seller or Landlord.

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

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

1. SELLER'S OR LANDLORD'S DISCLOSURE

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

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

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

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

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

David Nichols
Seller or Landlord David Nichols

8/26/07
Date

Aldrinna Nichols
Seller or Landlord Aldrinna Nichols

8.26.07
Date

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1996-2003, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.
FLD REVISED 1/03 (PAGE 1 OF 2)

Buyer's Initials (_____) (_____)

Reviewed by _____ Date _____



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

Agent: Helene Barkin Phone: (510) 652 - 2133 Fax: (510) 652 - 0114 Prepared using WINForms® software
Broker: The GRUBB Co., Inc. 3070 Claremont Ave. Berkeley, CA 94705

2. LISTING AGENT'S ACKNOWLEDGMENT

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

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

Helene Barkin, Grubb Company
Agent (Broker representing Seller) Please Print

By Helene B 8/26/07
Associate-Licensee or Broker Signature Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

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

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

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

Buyer or Tenant Date

Buyer or Tenant Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

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

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

Agent (Broker obtaining the Offer)

By _____
Associate-Licensee or Broker Signature Date

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



I found the booklet, *The Homeowner's Guide to Environmental Hazards and Earthquake Safety* (with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update:

- Helpful
- Too detailed
- Not detailed enough
- Clearly written
- Confusing
- The booklet helped me to locate earthquake weaknesses in my home.
- I have strengthened my home to resist earthquakes.
- I plan to fix my home's earthquake weaknesses.
- The booklet helped me find out that my home did not have any earthquake weaknesses.

The year my home was built was _____.

Comments: _____

We Want To Hear From You!

California Seismic Safety Commission
1900 K Street, Suite 100
Sacramento, California 95814-4186

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety (with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update.

Property Address: 1461 9th Street Berkeley

Date 8/26/07 Time 8:45P David G. Nichols
(signature) (printed name)

Date 8.26.07 Time 8:45 ADRINNA NICHOLS
(signature) (printed name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement).

Revised 1/06 Official C.A.R.* Publication 11/06

To Whom It May Concern: I have received a copy of the Environmental Hazards and Earthquake Safety (with gas shut-off valve update) which includes the Federal Lead booklet and Toxic Mold Update.

Property Address: _____

Date _____ Time _____
(signature) (printed name)

Date _____ Time _____
(signature) (printed name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement).

Revised 1/06 Official C.A.R.* Publication 11/06



NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL (C.A.R. Form SPT, 10/05)

Name of Buyer(s) _____

Property Address _____

1461 9th Street Berkeley, Ca 94710

Pursuant to Civil Code §1102.6c, Seller or his or her agent is providing this "Notice of Your 'Supplemental' Property Tax Bill":

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

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

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

Buyer acknowledges Buyer has read, understands and has received a copy of this "Notice of Your 'Supplemental' Property Tax Bill".

Buyer _____ Date _____

Buyer _____ Date _____

The copyright laws of the United States (TITLE 17 U.S. Code) forbid the unauthorized reproduction of this form by any means, including facsimile or computerized formats. Copyright © 2005, CALIFORNIA ASSOCIATION OF REALTORS® THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by: REAL ESTATE BUSINESS SERVICES, INC. a subsidiary of the California Association of REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



1960 Mountain Boulevard, Oakland CA 94611
 3070 Claremont Avenue, Berkeley CA 94705

Square Footage and Appraisal
 Advisory

Property Address: 1461 9th Street Berkeley

Discrepancies in Square Footage have become a very hot topic in Real Estate litigation. If square footage of your new home is important to you, you should do the following:

Inform your agent in writing that an accurate estimate of square footage is important to you. Be aware that square footage is something that **MUST BE DETERMINED DURING YOUR INSPECTION PERIOD, AND THAT YOU AND/OR YOUR INSPECTOR(S) ARE RESPONSIBLE FOR MAKING THAT DETERMINATION. NEITHER THE BROKER NOR THE AGENT HAS VERIFIED SQUARE FOOTAGE FIGURES.**

Please note that any appraisal contingency is for the purpose of determining VALUE only, not size or condition of the property.

You have a right to a copy of your appraisal. Your appraisal is the property of your lender and you. Your appraisal will have a calculation of Gross Living Area that may or may not have any relationship to the actual permitted, habitable area of the property.

Please be aware of the possible causes of discrepancies in square footage:

- 1) The public record is often incorrect in square footage amounts. This inaccuracy is often that the home is larger than described in the Public Record. However, there are many examples where the Public Record is larger than the actual square footage of the home.
- 2) Appraisals measure the Gross Living Area of a home. The Appraisal Dictionary, 4th Edition defines Gross Living Area as "that habitable space that is above grade, excluding porches, decks and other unheated spaces. Gross Living Area may or may not have any correlation to the actual legal or permitted square footage of the building."
- 3) There may be error on the part of the appraiser. This error could be actual errors in the measurements or rounding error in calculations of square footage.
- 4) Certain other sources of square footage, such as Title 24 Reports or Architectural Plans may have very different criteria for calculating square footage.

IF ACTUAL OR ESTIMATED SQUARE FOOTAGE IS IMPORTANT TO YOU, YOU ARE ADVISED TO TAKE SUCH STEPS AS YOU BELIEVE NECESSARY TO DETERMINE THE SQUARE FOOTAGE, AND ARE ADVISED NOT TO RELY ON ANY ADVERTISEMENTS OR ESTIMATES PROVIDED BY OTHERS.

Buyer	Date	 Seller	8/26/07 Date
-------	------	--	-----------------

Buyer	Date	 Seller	8.26.07 Date
-------	------	---	-----------------

EAST BAY REGIONAL POINT OF
SALE ORDINANCE
ADDENDUM

Dated _____ between the Buyer(s) _____
and Seller(s) Alderson and David Nichols relating to the property
located at 1461 9th Street Berkeley

Provided below is a list of Point of Sale regulations that relate to property ownership. These regulations may apply to your particular property and may require compliance prior to Close of Escrow.

This summary is NOT a substitute for speaking directly with the appropriate local officials or a Real Estate Attorney experienced in these issues.

NOTE: The provisions in this Addendum shall supersede any contrary provisions in the above referenced contract. The following provisions are incorporated into the above contract:

RESIDENTIAL ENERGY CONSERVATION ORDINANCE

Berkeley:

→ Any required retrofitting and documentation to comply with the current ordinance shall be the responsibility of the Seller (form A), or the Buyer (form C), or *In Compliance*. Refer to Ordinance #6099-NS. Note: Responsibility for compliance may not be transferred to a subsequent buyer if the seller accepted responsibility at the time of their purchase. If Form C is signed, the home must be brought into compliance within one year of sale. Maximum cost to bring into compliance is 0.75% of sales price. For more information call the City of Berkeley Energy Office at 510-981-5435 or Community Energy Services Corporation (CESC) at 510-644-8546.

SEISMIC TRANSFER TAX CREDIT

Berkeley:

→ If the Seller wants to claim the Transfer Tax Credit, a Declaration of Real Property Transfer Tax form must be approved by the City prior to close of escrow. If the Buyer wants to claim a Transfer Tax Rebate, Seismic work must be completed and a Seismic Retrofit Verification form filed within 1 year of the close of escrow. Unless the property conforms to Plan Set "A", additional engineering may be required prior to issuance of a building permit by the City of Berkeley. The additional costs and fees for such engineering design may NOT be paid from the Transfer Tax Credit. If currently allowed, any available Seismic Transfer Tax Credit/Rebate will be claimed by Buyer or Seller. Refer to Ordinance #6072-NS. The application form is available at City of Berkeley Building Permits 510-981-7500.

SEWER LATERAL COMPLIANCE:

Berkeley:

→ **Compliance:** If checked, Seller warrants that the Sanitary Sewer Lateral is in Compliance with the City of Berkeley Municipal Code Chapter 17.24. Seller will provide Buyer with a Private Sewer Lateral Certificate prior to Close of Escrow.

Seller's Initials (DN) (S) / Buyer's Initials () ()

Property located at 1461 9th Street Berkeley

- Responsibility for Repairs:** If checked, the subject property is not yet in compliance with the City of Berkeley Municipal Code Chapter 17.24. Repairs shall be paid for prior to close of escrow by:
 - Seller
 - Buyer.

- Responsibility for Mandatory Deposit:** If checked, the subject property is not yet in compliance with the City of Berkeley Municipal Code Chapter 17.24. Buyer and Seller shall give mutual instruction to the Title Company holding escrow that the Mandatory \$4500 deposit for Sewer Lateral Compliance shall be paid by:
 - Buyer or
 - Seller

- Return of Mandatory Deposit:** If checked, after all Sewer Lateral repairs and/or replacement is complete, and a Sewer Lateral Certificate is issued, all funds held by the City of Berkeley shall be returned to:
 - Buyer
 - Seller.

Buyer and Seller acknowledge that if all sewer lateral repairs are not completed within 6 months of the date of close of escrow, the \$4500 Mandatory Deposit shall be forfeited to the City of Berkeley. Furthermore, the City of Berkeley will have the right to have all work performed by a contractor selected by the City of Berkeley. The cost of all repairs shall be the responsibility of the Buyer and the City of Berkeley may or may not credit any of the deposit funds to the cost of repair.

Albany:

- Compliance:** If checked, Seller warrants that the Sanitary Sewer Lateral is in Compliance with the City of Albany Municipal Code. Seller will provide Buyer with a Private Sewer Lateral Certificate prior to Close of Escrow.

- Responsibility for Repairs:** If checked, the subject property is not yet in compliance with the City of Albany Municipal Code. Repairs shall be paid for prior to close of escrow by:
 - Seller
 - Buyer.

- Responsibility for Mandatory Deposit:** If checked, the subject property is not yet in compliance with the City of Albany Municipal Code. Buyer and Seller shall give mutual instruction to the Title Company holding escrow that the Mandatory \$2000 deposit for Sewer Lateral Compliance shall be paid by:
 - Buyer or
 - Seller

- Return of Mandatory Deposit:** If checked, after all Sewer Lateral repairs and/or replacement is complete, and a Sewer Lateral Certificate is issued, all funds held by the City of Albany shall be returned to:
 - Buyer
 - Seller.

Seller's Initials ewb / Buyer's Initials () ()

Property located at

1461 97th St. Berkeley

Buyer and Seller acknowledge that if all sewer lateral repairs are not completed within 12 months of the date of close of escrow, the \$2000 Mandatory Deposit shall be forfeited to the City of Albany. Furthermore, the City of Albany will have the right to have all work performed by a contractor selected by the City. The cost of all repairs shall be the responsibility of the Buyer and the City of Berkeley may or may not credit any of the deposit funds to the cost of repair.

Alameda:

- Compliance:*** If checked, Seller warrants that a Sewer Lateral Inspection has been performed and that the Sanitary Sewer Lateral is in Compliance with the City of Alameda Municipal Code. Seller will provide Buyer with a Private Sewer Lateral Certificate prior to Close of Escrow.
- Responsibility for Repairs:*** If checked, the subject property is not yet in compliance with the City of Alameda Municipal Code. Repairs shall be paid for prior to close of escrow by:
 - Seller
 - Buyer.

Kensington, El Cerrito, Richmond Annex:

- Compliance:*** If checked, Seller warrants that a Sewer Lateral Inspection has been performed and that the Sanitary Sewer Lateral is in Compliance with Stege Sanitary District guidelines. Seller will provide Buyer with a Private Sewer Lateral Certificate of Compliance prior to Close of Escrow.
- Responsibility for Repairs:*** If checked, the subject property is not yet in compliance. Repairs shall be paid for prior to close of escrow or after Close of Escrow by:
 - Seller
 - Buyer.

Richmond

- Compliance:*** If checked, Seller warrants that a Sewer Lateral Inspection has been performed and that the Sanitary Sewer Lateral is in Compliance with The City of Richmond's guidelines. Seller will provide Buyer with a Private Sewer Lateral Certificate of Compliance prior to Close of Escrow.
- Responsibility for Repairs:*** If checked, the subject property is not yet in compliance. Repairs shall be paid for prior to close of escrow by:
 - Seller
 - Buyer.

SEWER BACKWATER OVERFLOW PREVENTION DEVICE:

West Contra Costa County: The West County Wastewater District (WCWD), which includes San Pablo, Tara Hills, Rollingwood, East Richmond Heights, Bayview and portions of El Sobrante, Pinole and unincorporated areas of West Contra Costa County requires that upon sale of transfer, all homes connected to a WCWD sewer system must have a cleanout and a Sewer Backwater Overflow Prevention Device installed prior to close of escrow.

- Compliance:*** If checked, Seller warrants that the Sanitary Sewer Lateral is in Compliance with the Contra Costa County Plumbing Code Chapter 8.15.170 and that there is a Sewer Cleanout in a location

Seller's Initials (an) [Signature] / Buyer's Initials () ()

Property located at 1461 902 St Berkeley

and of a type approved by WCWD and a Backwater Overflow Prevention Device of a type approved by WCWD. Seller must provide Buyer with a Sewer Lateral Certificate of Compliance prior to Close of Escrow.

- Responsibility for Repairs:** If checked, the subject property is not yet in compliance. Repairs shall be paid for and a Sewer Lateral Certificate of Compliance shall be issued prior to Close of Escrow by:
- Seller
 - Buyer.

SIDEWALK REPAIR ORDINANCE:

Piedmont:

Buyer and Seller are aware that according to City of Piedmont Code §18.26, the following conditions apply to the requirements of construction and/or repair of sidewalks and driveways within the City of Piedmont:

a) When the real property is developed for any use; b) In conjunction with the issuance of any permit or aggregate of permits, within the year preceding the date of application, in the amount of \$5,000.00 or more on the real property; c) In conjunction with the sale of the real property. It is agreed upon that:

- Seller will be responsible for any required repairs.
- Buyer will be responsible for any required repairs.
- In Compliance

BUILDING PERMIT STATUS:

Buyer and Seller are aware that all Municipalities have the right to withhold the issuance of any additional building permits on a property until all previous permits have received a final inspection sign-off. Currently, the City of Piedmont is the only Municipality that is strictly enforcing this regulation.

Piedmont:

Buyer has received a copy of the Piedmont Permit History Search.

- Compliance:** If checked, Seller warrants that all previous building permits issued for the subject property have received final inspections.
- Responsibility for Compliance:** If checked, the subject property is not yet in compliance with the City of Piedmont Municipal Code.
 - Seller shall Final, prior to Close of Escrow, all previously issued Building Permits that are required to be Finalized by the City of Piedmont.
 - Buyer accepts all responsibility for Buyer Permit Compliance.

GAS SHUTOFF VALVE COMPLIANCE ORDINANCE:

Kensington, Richmond Annex, and Unincorporated Areas of Contra Costa County:

- Compliance:** A shutoff valve has been installed at the Gas Meter, and Shutoff valves have also be installed before each gas fired appliance at the subject property. All work has been performed with a Plumbing Permit and Seller warrants the subject property is in compliance.

Seller's Initials (DWS) / Buyer's Initials () ()

Property located at 1461 90th Dr. Berkeley

- Responsibility for Repairs:** The subject property is not yet in compliance. Repairs shall be paid for prior to close of escrow by:
- Seller
 - Buyer.

Further information may be obtained from the Contra Costa County Building Inspection Department at 925-646-4108.

AWM 8/26/07
Seller Date

[Signature] 8.26.07
Seller Date

Buyer Date

Buyer Date



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

(As required by the Civil Code)
(C.A.R. Form AD, Revised 4/06)

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 selling 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, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

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.

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 BACK (OR A SEPARATE PAGE).

BUYER SELLER Cheryl M Date 8/26/07 Time 8:45 AM PM

BUYER SELLER [Signature] Date 8.26.07 Time 8:45 AM PM

AGENT Grubb Co (Please Print) By Helene B (Associate-Licensee or Broker Signature) Date 8/26/07

THIS FORM SHALL BE PROVIDED AND ACKNOWLEDGED AS FOLLOWS (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer, the Listing Agent shall have one AD form signed by Seller and one signed by Buyer.
- When Buyer and Seller are represented by different brokerage companies, the Listing Agent shall have one AD form signed by Seller and the Buyer's Agent shall have one AD form signed by Buyer and one AD form signed by Seller.

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1991-2006, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by KE Date 8/29/07



AD REVISED 4/06 (PAGE 1 OF 2)

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

Agent: Helene Barkin Phone: (510) 652 - 2133 Fax: (510) 652 - 0114 Prepared using WINForms® software
Broker: The GRUBB Co., Inc. 3070 Claremont Ave. Berkeley, CA 94705

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

2079.13 As used in Sections 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. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee 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 associate licensee functions. (c) "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. (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a contract between an owner 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. (f) "Listing 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 listing 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 selling agent which 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 which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, 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 employed by one or more of the principals 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. (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

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

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller'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 selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively 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 listing 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 COMPLETE, SAMPLE ONLY) is the agent of (check one): the seller exclusively; or both the buyer and seller. (Name of Listing Agent)

(DO NOT COMPLETE, SAMPLE ONLY) is the agent of (check one): the buyer exclusively; or the seller exclusively; or both the buyer and seller. (Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

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 dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. 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 selling agent, and the combination of these functions in one agent 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.

Buyer's Initials ([Signature]) ([Signature])
Seller's Initials ([Signature]) ([Signature])

Reviewed by [Signature] Date 8/29/09



1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

HOLD HARMLESS AGREEMENT
PEST CONTROL

Dated: _____ for property located at 1461 9th Street Berkeley, by
and between _____, as Buyer(s)
and David and Aldonna Nichols, as Seller(s).

The undersigned buyers have agreed to assume full responsibility for Structural Pest Control Work (AKA: Termite Clearance) after close of escrow. Further, buyer acknowledges that they are aware that if the completion of the work is delayed, more damage could occur and therefore costs for repairs and clearance could exceed the quote by Metts Termite, dated 9/5/07 in the amount of \$450 for section I and in the amount of \$50 for Section II. If buyers choose to have work completed by a general contractor other than a Structural Pest Control Company, further damage may be discovered and a general contractor most likely will **not assume responsibility for additional work** which may be covered by the Structural Pest Control Company making the original report, had they been contracted to complete the work.

The GRUBB Co. in no way recommends that a buyer accept responsibility for or close escrow when a Pest Control report contains a recommendation for a further inspection under Section III that has not been fully investigated.

Further, in order to obtain a notice of work completed / Pest Control Certification ("clearance"), a pest control company will have to be employed to inspect and "clear" the property and will charge an inspection fee of approximately \$150-\$225 and will note in said written "clearance" that work was done by "others" and they "**do not guarantee said work**". Also, there is no guarantee that they will "clear" the work. There is always the chance that the work done by "others" was not performed correctly (in accordance with pest control standards).

For these reasons, The GRUBB Co. recommends that any pest control repairs be completed by a reputable pest control company. Buyer acknowledges the risks of having work done by "others" and holds the sellers, The GRUBB Co. and the selling broker (if applicable) harmless and relieves them of any liability relating to the completion of pest control work.

The undersigned has read and approved and received a copy hereof, and has read received and approved a copy of Structural Pest Control Report noted above:

→ [Signature]
Seller

9/6/07
Date


Buyer Date

→ [Signature]
Seller

9/6/07
Date

Buyer Date

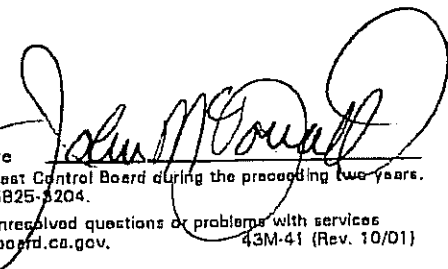
WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No.	Street, City, Zip	Date of Inspection	No. of Pages
1461	9th Street, Berkeley, CA, 94710	09/05/07	5
MITTS TERMITE CONTROL INC 427 San Pablo Avenue Albany, CA 94706 Ph: (510) 525-2202 Fax: (510) 525-1028			
Firm Registration No. PR 0655	Report No. 270882	Escrow No.	
Ordered By: Aldrinna Nichols 1461 9th Street Berkeley CA 94710	Property Owner/Party of Interest: Aldrinna Nichols 1461 9th Street Berkeley CA 94710	Report Sent To: The Grubb Company 3070 Claremont Avenue Berkeley CA 94705 Helene Barkin	
COMPLETE REPORT <input checked="" type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>			
General Description: One-story single family dwelling on concrete foundations with cement board siding exteriors		Inspection Tag Posted: Garage water heater marked JM	
		Other Tags Posted: None to date	
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.			
Subterranean Termites <input type="checkbox"/> Drywood Termites <input type="checkbox"/> Fungus/Dryrot <input checked="" type="checkbox"/> Other Findings <input type="checkbox"/> Further Inspection <input type="checkbox"/> If any of above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.			

Buyer _____ Date _____

Buyer _____ Date _____

NOTE: DIAGRAM IS DISPLAYED ON PAGE 2.

Inspected By John McDonald License No. OPR8701 Signature 

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact : Structural Pest Control Board, 1418 Howe Avenue, Suite 18, Sacramento, California 95825-3204.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov. 43M-41 (Rev. 10/01)

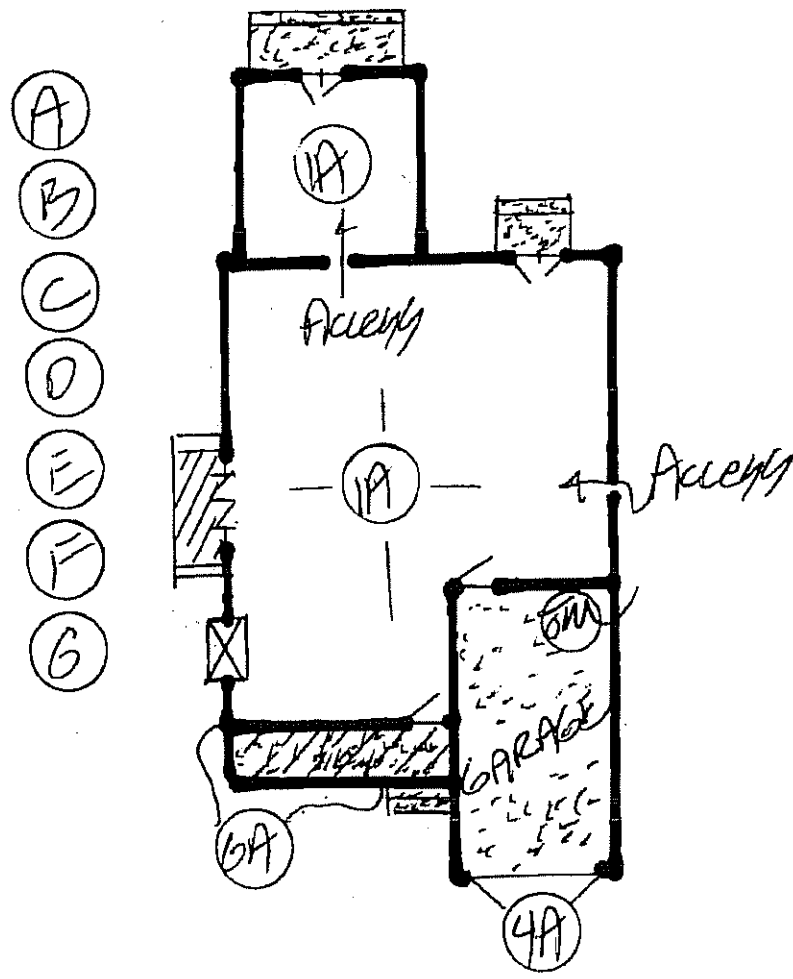
1461 9th Street, Berkeley, CA, 94710

09/05/07 270882

BUILDING NO. STREET, CITY, STATE, ZIP

INSPECTION DATE REPORT NO.

DIAGRAM NOT TO SCALE



3rd

PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

1461 9th Street, Berkeley, CA, 94710

09/05/07

270882

BUILDING NO. STREET, CITY, STATE, ZIP

INSPECTION DATE REPORT NO.

Certain areas are recognized by the industry as inaccessible and/or for other reasons not inspected. These include but are not limited to: inaccessible and/or insulated attics or portions thereof, attics with less than 18" clear crawl space, the interior of hollow walls; spaces between a floor or porch deck and the ceiling below; area where there is no access without defacing or removing lumber, masonry or finished work; areas behind stoves, refrigerators or beneath floor coverings, furnishings; areas where encumbrances and storage, conditions or locks make inspection impractical, portions of the subarea concealed or made inaccessible by ducting or insulation, area beneath wood floors over concrete, and areas concealed by heavy vegetation. Areas or timbers around eaves were visually inspected from ground level only. Although we make visual examinations, we do not deface window/door frames or decorative trims. Unless otherwise specified in this report, we do not inspect fences, sheds, dog houses, detached patios, detached wood decks, wood retaining walls or wood walkways. We assume no responsibility for work done by anyone else, for damage to structure or contents during our inspection, or for infestation, infection, adverse conditions or damage undetected due to inaccessibility or non-disclosure by owner/agent/tenant.

Slab floor construction has become more prevalent in recent years. Floor covering may conceal cracks in the slab that will allow infestation to enter. Infestations in the walls may be concealed by plaster so that a diligent inspection may not disclose the true condition. These areas are not practical to inspect because of health hazards, damage to the structure; or inconvenience. They were not inspected unless described in this report. We recommend further inspection if there is any question about the above noted areas. Ref: Structural Pest Control Act, Article 6, Section 8516(b), paragraph 1990(i). Amended effective March 1, 1974. Inspection is limited to disclosure of wood destroying pests or organisms as set forth in the Structural Pest Control Act, Article 6, Section 8516(b), Paragraph 1990-1991.

Second story stall showers are inspected but not water tested unless there is evidence of leaks in ceiling below. Ref: Structural Pest Control Rules and Regulations, Sec. 8516G. Sunken or below grade showers or tubs are not water tested due to their construction.

If this report is used for escrow purposes then it is agreed that this inspection report and Completion, if any, is part of the ESCROW TRANSACTION. However, if you received written or verbal instructions from any interested parties involved in this escrow (agents, principals, etc.) to not pay our invoice at close of escrow, you are instructed by us not to use these documents to satisfy any conditions or terms of your escrow for purposes of closing the escrow.

SHOULD DAMAGE EXTEND FURTHER THAN OUTLINED IN OUR REPORT INTERESTED PARTIES OR HOMEOWNER WILL BE RESPONSIBLE FOR ADDITIONAL COSTS. SHOULD CONTRACTOR BE ENGAGED BY OTHERS TO PERFORM THE REPAIRS OUTLINED IN OUR REPORT AND DAMAGE IS FOUND AT THAT TIME TO EXTEND FURTHER INTO INACCESSIBLE AREAS THE CONTRACTOR IS ADVISED TO CONTACT THE HOMEOWNER OR INTERESTED PARTIES FOR ADDITIONAL FUNDS. MITTS TERMITE CONTROL CANNOT BE HELD LIABLE FOR HIDDEN OR INACCESSIBLE AREAS THAT CONCEAL FURTHER DAMAGES.

Owner must be aware of the above if obtaining competitive bids.

Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.) however, recommendations to correct these findings may vary from company to company. You have the right to seek a second opinion from another company.

No guarantees or warranties regarding workmanship or materials will be given by this firm if work is performed by others even if work is acceptable and approved by this firm.

Only a licensed pest control firm may apply any chemical for the treatment of wood destroying organisms including fungicides (for exception, see Sec. 8555 of the Business and Professional Code, Division 3).

We do not inspect dwellings from extension ladders during a normal inspection. The underside of the roof eaves will be inspected as close as practical depending on the height. We will not inspect roof coverings or walk on roofs during the course of normal inspections.

GUARANTEE: Mitts Termite Control, Inc., guarantees all pest control repairs for one (1) year from the date of completion, excluding caulking, sealing, grouting, roofing, plumbing, leaks and other mechanical failures. Caulking, sealing and grouting is guaranteed by this firm for thirty (30) days from the date of completion. Roofing, plumbing and other mechanical repairs are guaranteed by this firm for ninety (90) days from the date of completion.

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

MITTS TERMITE CONTROL INC --- License No. PR 0655

4th

PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

1461	9th Street, Berkeley, CA, 94710	09/05/07	270882
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

THE EXTERIOR SURFACE OF THE ROOF WILL NOT BE INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTOR'S STATE LICENSE BOARD.

"NOTICE: The Structural Pest Control Board encourages competitive business practices among registered companies. Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However recommendations to correct these findings may vary from company to company. Therefore, you may wish to seek a second opinion since there may be alternative methods of correcting the findings listed on this report that may be less costly."

A SEPARATED REPORT HAS BEEN REQUESTED WHICH IS DEFINED AS SECTION I/SECTION II CONDITIONS EVIDENT ON THE DATE OF INSPECTION. SECTION I CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION. SECTION II ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFECTION OR INFESTATION BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND. FURTHER INSPECTION ITEMS ARE DEFINED AS RECOMMENDATIONS TO INSPECT AREA(S) WHICH DURING THE ORIGINAL INSPECTION DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE THEIR INSPECTION AND CANNOT BE DEFINED AS SECTION I OR SECTION II.

SUBAREA - VENTILATION:

Item 1A: Fungus infected wood scraps and debris are littering the subarea soil.

RECOMMENDATION: Remove all wood scraps and debris of a cellulose nature and of a size large enough to rake and dispose of same.

***** This is a Section 1 Item *****

GARAGES:

Item 4A: The base of the garage door jambs is decayed and absorbing moisture.

RECOMMENDATION: Cut jambs to a higher elevation and fill voids with sand cement mortar mix.

***** This is a Section 1 Item *****

EXTERIORS - ABUTMENTS:

Item 6A: Minor earth wood contacts were noted to the lower siding due to an excessive build-up of soil around the porch area.

RECOMMENDATION: Grade soil to expose the foundation.

***** This is a Section 2 Item *****

GENERAL CONDITIONS

A. Our inspection is limited to visible and accessible areas only. Should interested parties desire a further inspection of any inaccessible area it would be done upon request and for an additional cost.

MITTS TERMITE CONTROL INC -- License No. PR 0655

5th

PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

1461 9th Street, Berkeley, CA, 94710

09/05/07 270882

BUILDING NO. STREET, CITY, STATE, ZIP

INSPECTION DATE REPORT NO.

B. The kitchen floor surface is hardwood and the counter-top is slate tile. These surfaces appear to be serviceable.

C. The hall bathroom floor surface is hardwood and the tub shower is tile. These surfaces appear to be serviceable.

D. Others have performed extensive repairs and remodeling to the structure recently. Further information or guarantees being desired concerning these repairs should be obtained from the present homeowner or contractor performing same.

E. Interior and exterior surfaces around the perimeter of this structure will need to be kept well sealed and painted. Water prone wall and floor areas also need to be kept well sealed and grouted as part of general property maintenance.

F. The roof covering, gutters and downspouts were not inspected and no guarantees are given to same and further information or guarantees being desired should be obtained from a licensed roofing contractor.

G. No representations will be made by this firm regarding plumbing, heating or electrical systems except as pointed out in the body of this report. Further information being desired concerning the above should be obtained from the appropriate trades.

NOTE: There may be health related issues associated with the findings reflected in this report. We are not qualified to and do not render any opinion concerning such health issues. The inspection reflected by this report was limited to visible and accessible areas only. Questions concerning health related issues, which may be associated with the findings or recommendations reflected in this report, the presence of mold and the release of mold spores or concerning indoor air quality should be directed to a Certified Industrial Hygienist.

MITTS TERMITE CONTROL INC
427 San Pablo Avenue
Albany, CA 94706
Ph: (510) 525-2202 Fax: (510) 525-1028



WORK AUTHORIZATION CONTRACT

Address of Property: 1461 9th Street, Berkeley, CA, 94710
Inspection Date: 09/05/2007
Report #: 270882
Title Co. & Escrow #:

SECTION 1		SECTION 2		FURTHER INSPECTION	
1A:	\$ 300.00	6A:	\$ 50.00		
4A:	\$ 150.00				

Buyer _____ Date _____

Buyer _____ Date _____

We authorize the following Section 1 items to be performed.

1A,4A

We authorize the following Section 2 items to be performed.

6A

We authorize the following items for further inspection.

Proposed Cost Section 1: \$ 450.00

Proposed Cost Section 2: \$ 50.00

Proposed Cost Fur.Insp.: \$ 0.00

Total - All Sections: \$ 500.00

NOTICE TO OWNERS: Under California Mechanics Lien Law any structural pest control company which contracts to do work for you any contractor, sub-contractor, laborer, supplier or other person who helps to improve your property but is not paid for his or her work or supplies has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by the court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full, if the subcontractor, laborer, or supplier remains unpaid. To preserve their right to file a claim or lien against your property, certain claimants such as contractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

I have read this work authorization contract and WDO inspection report it refers to.
SIGNED WORK AUTHORIZATION CONTRACT MUST BE RECEIVED BEFORE WORK WILL BE SCHEDULED.
I have read and understand the terms of this work authorization contract and hereby agree to all terms thereof.

APPROVED AND READ BY: _____ DATE _____ ACCEPTED FOR: _____ DATE _____
MITTS TERMITE CONTROL INC

MITTS TERMITE CONTROL INC
427 San Pablo Avenue
Albany, CA 94706
Ph: (510) 525-2202 Fax: (510) 525-1028



WORK AUTHORIZATION CONTRACT

Address of Property: 1461 9th Street, Berkeley, CA, 94710
Inspection Date: 09/05/2007
Report #: 270882
Title Co. & Escrow #:

OUR MINIMUM CHARGE FOR REPAIRS IS \$300.00

All prices quoted are subject to acceptance within 30 days. If for any reason work authorization does not meet with your complete satisfaction or conform to known data, please do not sign this contract.

NOTE: Prices quoted for the above items are subject to change if all work is not performed by this firm.

Terms under this contract are net cash upon completion unless otherwise stated. PAYMENT IS TO BE MADE PAYABLE TO MITTS TERMITE CONTROL, INC. UPON DEMAND ONCE NOTICE OF WORK COMPLETED HAS BEEN ISSUED. There is a 1 1/2 % service charge per month on overdue accounts. If additional work, other than specified in the report is required by the City or County Building Inspector, it will not be performed under this agreement. A separate quotation will be made if desired.

NOTE: We reserve the right to require payment in three equal parts, from Escrow Company, person or persons responsible for payment. This is to be paid in this manner: 1/3 upon commencement of work, 1/3 upon mid-point (to be determined by this company) and 1/3 upon issuance of Notice of Work Completed.

SHOULD LEGAL ACTION BE NECESSARY TO COLLECT THIS SUM, OR ANY OTHER PORTION THEREOF, MITTS TERMITE CONTROL, INC. SHALL BE ENTITLED TO REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION.

MOLD DISCLAIMER

There may be health related issues associated with the structural repairs reflected in the inspection report referenced by this Work Authorization Contract. These health issues include but are not limited to the possible release of mold spores during the course of repairs. We are not qualified to and do not render any opinion concerning such health issues or any special precautions. Any questions concerning health issues or any special precautions to be taken prior to or during the course of such repairs should be directed to a Certified Industrial Hygienist before any such repairs are undertaken.

BY EXECUTING THIS WORK AUTHORIZATION CONTRACT, CUSTOMER ACKNOWLEDGES THAT HE OR SHE HAS BEEN ADVISED OF THE FOREGOING AND HAS HAD THE OPPORTUNITY TO CONSULT WITH A QUALIFIED PROFESSIONAL.

Customer's Initials Date

I/We hereby enter into this contract and agree that Mitts Termite Control, Inc. is instructed to perform the work that is described above.

Seller: _____

Telephone # _____

Buyer: _____

Telephone # _____

MITTS TERMITE CONTROL INC --- License No. PR 0655



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116

Statutory Natural Hazard Disclosure Statement

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

The following are representations made by the transferor and his or her agent(s) based on their knowledge and maps drawn by the State. This information is a disclosure and is not intended to be part of any contract between the transferee and the transferor. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.

Yes _____ No X Do not know and information not available from local jurisdiction _____

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

Yes _____ No X Do not know and information not available from local jurisdiction _____

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

Yes _____ No X

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

Yes _____ No X

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

Yes _____ No X

A SEISMIC HAZARD ZONE pursuant to Section 2695 of the Public Resources Code.

Yes (Landslide Zone) _____ Yes (Liquefaction Zone) X

No _____ Map not yet released by state _____

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

Signature of Transferor (Seller) _____ Date _____

Signature of Transferor (Seller) _____ Date _____

Signature of Agent Stelene D _____ Date 9.10.2007

Signature of Agent _____ Date _____

Check only one of the following:

Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

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

Third-Party Disclosure Provider(s) Scott Roecklein Date 09/07/2007 Rept. No. 156116
Scott Roecklein, Sr. Vice President
JCP Property Disclosure Natural Hazard Disclosures

Transferee represents that he or she has read and understands this document. I (We) also have read and understand the added local hazard, airport, military ordnance, commercial zoning, BCDC disclosure, energy efficiency disclosure, Megan's Law disclosures, as well as the mold, radon, meth lab, and endangered species advisories and the map cover page contained in this report. Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.

Signature of Transferee(s) _____ Date _____

Signature of Transferee(s) _____ Date _____

Additional Signatures Required – See Section 4, TAX DISCLOSURE REPORT

Statutory Form

JCP Property Disclosure | MAP COVER PAGE

Natural Hazard Disclosure Report



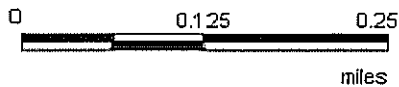
Property Address: 1461 9TH ST,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116



NOTE – This map is for general reference only. ANY USE OF THIS MAP IS AN ACKNOWLEDGEMENT AND AGREEMENT THAT ONLY THE INFORMATION ON THE STATUTORY FORM SHALL BE RELIED UPON FOR THE ACTUAL DISCLOSURES.

Subject Property



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



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116

Summary Declaration of Liability Provisions

JCP Property Disclosure Natural Hazard Disclosures ("JCP"), a subsidiary of The First American Corporation, hereby declares that Recipients of a natural hazard disclosure report issued by a Member Company ("Report") pursuant to California Civil Code §1103 *et seq.* for a transaction are provided the following assurances and protections.

Recipients

- Buyers, Sellers and their respective real estate agents and brokers involved in the sale of the property for which the Report was issued.

Member Companies

- First American Natural Hazard Disclosures, LLC.
- LGS reports
- JCP Property Disclosure Reports

Protections

All Recipients of a Report shall enjoy the following assurances and protections if their Report contains an error which results in damages as defined in the Report ("Error") upon proper tender of the claim:

- (1) JCP will resolve the claim promptly and in good faith.
- (2) JCP will defend a Recipient against legal action brought against that Recipient as a result of the Error or otherwise resolve the Error without economic loss to the Recipient.
- (3) Recipients will enjoy the benefits of amounts received by JCP from its errors and omissions ("E&O") insurance carrier as a result of the Error.
- (4) To the extent that economic loss resulting from the Error is not paid by the E&O insurance proceeds, JCP shall be liable for any remaining loss.

Recipients are entitled to rely on the provisions of the Report as of the close of escrow for the transaction for which said Report was issued.

By: JCP Property Disclosure
09/07/2007

Scott Roecklein, Sr. Vice President

Date:





JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116

The JCP Report™

Map Cover Page
Statutory Form
Confirmation of Coverage

SUMMARY AND INDEX OF DISCLOSURES AND ADVISORIES

For a complete explanation of the disclosures summarized below, refer to the sections and pages indicated.

SECTION 1

State Level Statutory Zone Disclosures

		<u>Determination</u>	
Flood	A SPECIAL FLOOD HAZARD AREA	NOT IN	See Section 1 Page 1
	AN AREA OF POTENTIAL FLOODING	NOT IN	See Section 1 Page 1
Fire	A VERY HIGH FIRE HAZARD SEVERITY ZONE	NOT IN	See Section 1 Page 1
	A WILDLAND FIRE AREA (SRA)	NOT IN	See Section 1 Page 2
Seismic	AN EARTHQUAKE FAULT ZONE	NOT WITHIN	See Section 1 Page 2
	A SEISMIC HAZARD LANDSLIDE ZONE	NOT IN	See Section 1 Page 2
	A SEISMIC HAZARD LIQUEFACTION ZONE	IN	See Section 1 Page 2

* N/A = The map is not yet released by the State.

SECTION 2

County Level Zone Disclosures

FAULT	MNA	See Section 2 Page 1
LANDSLIDE	NOT IN	See Section 2 Page 1
SOILS	QYFO	See Section 2 Page 1

City Level Zone Disclosures

FIRE HAZARD	NOT IN	See Section 2 Page 3
-------------	--------	----------------------

Index Page ii



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116

SECTION 3

OTHER DISCLOSURES, ADVISORIES AND TERMS AND SERVICES

Other Zone Disclosures

	<u>Determination</u>	
Commercial/ Industrial LOCATED WITHIN 1 MILE OF A COMMERCIAL OR INDUSTRIAL SITE	IN	See Section 3 Page 1
Military Ordnance FORMER MILITARY ORDNANCE SITE DISCLOSURE	NOT WITHIN	See Section 3 Page 1
Airports AIRPORT NOISE DISCLOSURE	NOT WITHIN	See Section 3 Page 2
AIRPORT INFLUENCE AREA	NOT IN	See Section 3 Page 2
Megan's Law		See Section 3 Page 3
San Francisco Bay Conservation and Development Commission Disclosure	NOT IN	See Section 3 Page 4
California Energy Commision Duct Sealing & Testing	NOT IN	See Section 3 Page 5

Advisories

Methamphetamine Contaminated Property Disclosure Advisory	See Section 3 Page 6
Mold Advisory	See Section 3 Page 6
Radon Advisory	See Section 3 Page 7
Endangered Species Advisory	See Section 3 Page 8

Services Section

SECTION 4

CALIFORNIA PROPERTY TAX DISCLOSURE REPORT

<<Requires Additional Signature on Section 4, Page 1>>

Summary of Current Property Tax Charges

Notice of Special Tax and Assessment
Pursuant to Section 1102.6b of the California Civil Code

Accelerated Foreclosure Notice



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116

Senior Citizen Exemptions Explanation

Mandatory Notice of Supplemental Property tax Bill(s)
Pursuant to Section 1102.6c of the California Civil Code

**SEE TAX REPORT
TABLE OF CONTENTS**

Property Tax Estimator

Supplemental Tax Bill Estimator

Description of Current Property Tax Charges



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116

SECTION 1

JCP STATUTORY MAP READING DETERMINATIONS AND DISCUSSIONS SUMMARY

The statutory Natural Hazard Disclosure Statement on page one of this report does not provide for informing purchasers if the property is only partially within any of the delineated zones or provide additional flood zone information which could be very important to the disclosure process. This summary of JCP's map reading used to complete the statutory form in this report is provided here to give buyers the additional information they may need to help them in the decision making process and to place the information in perspective.

o o o SPECIAL FLOOD HAZARD AREA o o o

Determination

NOT IN a Special Flood Hazard Area. IN a FEMA-designated Flood Zone C. If the property is located in or partially in any Zone A or V, lenders are federally required to have homeowners purchase and maintain flood insurance.

Discussion

Property in a Special Flood Hazard Area "A" or "V" is subject to flooding in a "100-year rainstorm." Federally connected lenders are required to have homeowners maintain flood insurance in these zones. A 100-year flood occurs on average once every 100 years, but may not occur in 1,000 years or may occur in successive years. Other types of flooding, such as dam failure, are not considered in developing these zones. In some cases, the insurance requirement may be waived or modified by obtaining a "Letter of Map Revision" (LOMR) or "Letter of Map Amendment" (LOMA) from the Federal Emergency Management Agency (FEMA). This might be possible where flooding is shallow and fill was placed on the site, appropriate flood control measures were taken, or only the lot and no part of the structure is in the zone. Contact FEMA directly for more information. Flood insurance for properties in Zones B, C, X or D is available but is not required.

For more information about flood zones, visit <http://www.floodsmart.gov/floodsmart/pages/riskassessment/floodzonesdefined.jsp>

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

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

o o o AREA OF POTENTIAL FLOODING (DAM FAILURE) o o o

Determination

Not in an area of potential dam inundation.

Discussion

These areas are subject to potential flooding in the event of a sudden and total failure of a dam and injury could occur as a result. Most areas are defined assuming an instantaneous dam failure with a full reservoir. However, dams rarely fail instantaneously and reservoirs are not always filled to capacity. Not all dams in the state have inundation zones mapped. There may be exceptional conditions where such a map was not required by the OES; therefore, the zones are not delineated.

PUBLIC RECORD: Official dam inundation maps adopted by The State of California Office of Emergency Services ("OES") pursuant to California Government Code §8589.5

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

Determination

Not in a very high fire hazard severity zone.

Discussion

VHFHSZs are defined by the California Department of Forestry and Fire Protection (CDF) and local fire authorities in "Local Responsibility Areas" where fire suppression is the responsibility of a local fire department. In these zones properties may have a higher risk for fire damage and are required to have a "Class A" roof for new construction or replacement of existing roofs. In addition, the property must be maintained in a fire-resistant condition through adequate vegetation clearance around and above the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices within 30 to 100 feet of a structure or up to the property line, or at a greater distance if required by state law, or local ordinance, rule, or regulation. Contact your fire department for a complete list of requirements and exceptions.



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116

PUBLIC RECORD: Official maps issued by the California Department of Forestry and Fire Protection (CDF) pursuant to California Public Resources Code § 51178

◦ ◦ ◦ WILDLAND FIRE AREA (STATE RESPONSIBILITY AREA) ◦ ◦ ◦

Determination

Not in a state responsibility area.

Discussion

A wild land area where the CDF's fire protection services are responsible for suppressing fires is called a "State Responsibility Area" (SRA). These are generally rural areas where a significant wild land fire potential exists. Unless the county has assumed the fire suppression responsibility or has an agreement with a local fire agency, property owners in an SRA are responsible for organizing structural fire protection services. Such information is not available on maps; therefore, it can't be provided here. Property owners in an SRA are required to maintain adequate vegetation clearance around and above the structure, spark screens on chimneys and stovepipes, and other basic fire-safety practices. Contact your fire department for a complete list of requirements and exceptions.

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

◦ ◦ ◦ EARTHQUAKE FAULT ZONE ◦ ◦ ◦

Determination

Not in an earthquake fault zone designated pursuant to the Alquist-Priolo Act.

Discussion

Earthquake Fault Zones are delineated and adopted by California as part of the Alquist-Priolo Earthquake Fault Zone Act of 1972. Property in an Earthquake Fault Zone does not necessarily have a fault trace existing on the site. Earthquake Fault Zones are areas or bands delineated on both sides of known active earthquake faults. In some places, the zones are more than one-quarter of a mile wide. The potential for "fault rupture" damage (ground cracking along the fault trace) is relatively high only if a structure is located directly on a fault trace. If a structure is not on a fault trace, shaking will be the primary effect of an earthquake. During a major earthquake, shaking will be strong in the vicinity of the fault and may be strong at some distance from the fault depending on soil and bedrock conditions. It is generally accepted that properly constructed wood-frame houses are resistant to shaking damage.

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

◦ ◦ ◦ SEISMIC HAZARD MAPPING ACT ZONE ◦ ◦ ◦

Determination

IN an area of potential liquefaction designated pursuant to the Seismic Hazard Mapping Act. Not in an area of earthquake-induced landsliding designated pursuant to the Seismic Hazard Mapping Act.

Discussion

Seismic Hazard Zone maps delineate areas subject to earthquake hazards. The hazards currently addressed are liquefaction and earthquake induced landslides.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a rare soil phenomenon that can occur when loose, water saturated, fine-grained sands, and silty sands that lie within 50 feet of the ground surface, are shaken in a significant earthquake. The soil temporarily becomes liquid-like and structures may settle unevenly.

Earthquake-Induced Landslide Hazard Zones are areas where there has been a recent landslide, or where the local slope, geological, geotechnical, and ground moisture conditions indicate a potential for landslides as a result of earthquake shaking.

PUBLIC RECORD: Official earthquake fault zone or special study zone maps approved by the State Geologist and issued by the California Department of Conservation, California Geological Survey pursuant to California Public Resources Code §2696.



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116

SECTION 2

COUNTY AND CITY NATURAL HAZARD DISCLOSURE STATEMENT

The following natural hazard disclosures are provided to give local-level Seismic Safety information for the subject property. This information may be used by the local jurisdiction relative to making decisions regarding new development or additional construction. The agencies and jurisdictions who develop the official maps do not necessarily define or delineate hazards in the same way. A site can be *in* a hazard zone from one source and *not in* a hazard zone from another source.

ALAMEDA County Geologic and Seismic Zone Determination

Based on the officially adopted county-level Seismic Safety Element natural hazard maps, the subject property is: **This property is in map not available for county fault, not in a county-designated landslide deposit, in qyfo for county soils.**

NOTE: If the site is in a locally mapped hazard zone or if information of concern exists in another source, the property may require a geologic study prior to any new or additional construction. The disclosures above are material facts and should prudently be disclosed to buyers in addition to the Statutory Natural Hazard Disclosures. Additional sources of information which are not officially adopted, may be available at the local jurisdiction that are not reported here.

ALAMEDA COUNTY GEOLOGIC ZONES DISCUSSION

The County of Alameda, separately from the State and Federal governments, has officially produced or adopted maps to delineate potential geologic and seismic hazards that are recognized at the local level. Those hazard maps are incorporated into the Seismic Safety Element of the General Plan, adopted by the County Board of Supervisors in 1982. The local-level disclosure in this report was based on the following official County map(s): "Phase I - Preliminary Evaluation of Geologic Problems in the County of Alameda," December 1973, by Woodward-Lundgren & Associates (incorporated by reference into the Safety Element of the General Plan).

The hazard zones delineated on the above map source, in addition to the statutorily-required State and Federal hazard maps, are typically considered by the County when approving land use and development permit applications under County jurisdiction. Additional maps exist in the General Plan and other maps, including updated versions of the above-referenced map(s), may exist in the files of specific County departments. Those additional map sources were not consulted for this disclosure because parcel-level details cannot be resolved at the scale and quality of the available official map, or the map is inappropriate for application to this report, or the map has not yet been officially adopted and incorporated into the County's Safety Element. As mapping technology advances, this company later may determine that some additional map sources become usable for parcel-level disclosure. The mapped County hazard zones represent evaluations of generalized hazard information. Any specific site within a mapped zone could be at less or more relative risk than is indicated by the zone designation. If a site-specific evaluation is desired, this company recommends that a geotechnical consultant be retained to study the site and issue a report.

The official County-level information addresses the potential geologic and seismic hazards itemized below:

FAULT

Earthquake Faults have been divided into three categories by the County: active faults, potentially active faults and inactive faults. Inactive faults are not considered to be a high hazard, but building set-backs may be required prior to construction near them. Mapped faults have been buffered one-eighth of one mile on all sides. If any portion of a property is situated within the resulting buffer area, "WITHIN" shall be reported.

LANDSLIDE

Potential Landslide areas are mapped by air-photo interpretation. Properties in these areas are subject to some risk of damage from slope failure. However, areas mapped as large landslide deposits are not necessarily less stable than adjacent areas. Detailed site studies are necessary before judgments can be made about the slope stability of individual properties.

SOILS

Bedrock areas, Colluvial, Alluvial and Terrace deposits, do not represent zones of high geologic hazard. "Colluvial deposits" are sediments that are deposited at the base of slopes. Alluvial and terrace sediments were deposited by flowing water. Bedrock areas encompass a variety of rock types of various ages and engineering characteristics. These areas may be subject to slope stability problems if slopes are steeper than 20% and are underlain by low-strength geologic materials.

Alluvial Fan deposits represent sediments (clay, silt and sand) deposited by streams flowing over sloping terrain. Soil units identified as Qof, Qyf, and Qts are among these deposits.



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116

Fluvial deposits and Interfluvial Basin deposits represent sediments (clay, silt, and sand) deposited by streams in nearly level lowland areas. Soil units identified as Qb and Qyfo are among these deposits. Some of these soil units may have low bearing strengths and may potentially be expansive.

Merrit Sand deposits are loose, fine-grained, very well-sorted, beach and wind-blown sands, this zone is subject to moderate to high potential for liquefaction and is not considered a zone of high geologic hazard. Soil units identified as Qm are among these deposits.



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021

Date: 09/07/2007

Report Number: 156116

City of BERKELEY Geologic and Seismic Zone Determination

Based on the officially adopted city-level Seismic Safety Element natural hazard maps, the subject property is:
This property is not in a designated hill fire hazard area.

CITY OF BERKELEY GEOLOGIC ZONES DISCUSSION

The City of Berkeley, separately from the County, State and Federal governments, has officially delineated three (3) Fire Zones throughout the City. Those fire zones are incorporated into the Safety Element of the General Plan, adopted by the Berkeley City Council in 2002. Chapter 19.28 of the Berkeley Building Code defines each Zone and the building restrictions that exist for properties in each Zone. The current City of Berkeley Building Code can be accessed on the Internet at:
<http://www.ci.berkeley.ca.us/bmc/berkeley%5Fmunicipal%5Fcode/title%5F19/28/index.html>

Building restrictions in each Zone can be accessed at:

Zone 1: <http://www.ci.berkeley.ca.us/bmc/berkeley%5Fmunicipal%5Fcode/title%5F19/28/150.html>

Zone 2: <http://www.ci.berkeley.ca.us/bmc/berkeley%5Fmunicipal%5Fcode/title%5F19/28/160.html>

Zone 3: <http://www.ci.berkeley.ca.us/bmc/berkeley%5Fmunicipal%5Fcode/title%5F19/28/170.html>

The hazard zones defined by the above source, in addition to the statutorily-required State and Federal hazard maps, are typically considered by the City when approving land use and development permit applications under City jurisdiction. Additional maps exist in the General Plan and other maps, including updated versions of the above-referenced map(s), may exist in the files of specific municipal departments. Those additional map sources were not consulted for this disclosure because parcel-level details cannot be resolved at the scale and quality of the available official map, or the map is inappropriate for application to this report, or the map has not yet been officially adopted and incorporated into the City's Safety Element. As mapping technology advances, this company later may determine that some additional map sources become usable for parcel-level disclosure. The mapped City hazard zones may have been compiled from multiple sources of differing quality and, in some instances, have been generalized and simplified. No special field studies were conducted to verify the information for this subject property. Any specific site within a mapped zone could be at less or more relative risk than is indicated by the zone designation. If a site-specific evaluation is desired, this company recommends that a geotechnical consultant be retained to study the site and issue a report. The risk of exposure can be reduced through appropriate land-use planning, development engineering, and building construction practices.

City vs. County Information: County and city-level information sources are developed independently of each other and do not necessarily define or delineate hazards in the same way. A site can be *in* a geologic hazard zone according to the city and *not in* the corresponding zone according to the county and vice versa. Cities and counties may use other information in addition to their General Plan sources to determine if hazards exist at a site or which sites may require geologic studies prior to new or additional construction. Such information could be a material fact to be disclosed in addition to General Plan information. Such potential sources are not reviewed in this report. To investigate other sources of natural hazard information that may be available and used at the local level, contact the Engineering, Planning or Building Departments in the subject City and County.

The official City-level information addresses the potential natural hazards itemized below:

Fire Zone 1 encompasses areas outside of the Hillside Ordinance Area of the City. These would include all areas of the Incorporated City of Berkeley not in Fire Zones 2 and 3. Fire Zone 1 areas have a relatively lower fire hazard than Zones 2 and 3. If the Property is situated within Zone 1, "NOT IN" shall be reported.

Fire Zone 2 encompasses areas designated as "Combined Hillside Districts" in the Official Zoning Map of the City of Berkeley, this area may also be referred to as the "Hill Fire Hazard Area" in certain Berkeley City offices. Guidelines and requirements regarding allowable roofing types, exterior siding, decks and balconies, as well as requirements for chimney spark arresters, roof overhangs, vents, and underground utility connections, as well as brush/vegetation control have been defined by ordinance by the City of Berkeley for properties in this zone. Fire Zone 2 represents areas with a relatively higher fire hazard than Zone 1 areas. If the Property is situated within Zone 2, "IN" shall be reported.

Fire Zone 3 encompasses the Panorama Hill area of Berkeley, this area is also referred to as the "Environmental Safety District" on the Official Zoning Map of the City of Berkeley. The guidelines and requirements regarding allowable roofing types, exterior siding, decks and balconies, as well as requirements for chimney spark arresters, roof overhangs, vents, and underground utility connections that affect properties in Fire Zone 2 apply for Fire Zone 3 as well as additional and more stringent requirements regarding exterior wall protection, roof coverings, under floor areas, utilities, protection of openings, fire warning systems, and brush/vegetation control, this area has the relatively highest fire hazard of the three zones due to restricted road access for fire suppression equipment. If the Property is situated within Zone 3, "IN" shall be reported.

The following is a general summary of restrictions for construction, alteration or repair of structures in Fire Zones 2 and 3. More restrictive guidelines as well as additional requirements exist for structures in Zone 3. The requirements may be amended by the City of Berkeley and the complete list is available on the web at:

<http://www.ci.berkeley.ca.us/bmc/berkeley%5Fmunicipal%5Fcode/title%5F19/28/index.html>



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021

Date: 09/07/2007

Report Number: 156116

1. Class A roof coverings are required for all new construction and re-roofing projects of more than 50% of the roof area.
2. Exterior sidings are restricted to certain heat resistant or non-combustible materials.
3. Decks, balconies and exterior stairs must be built to specific fire related standards of the city building code.
4. All chimneys, stovepipes, fireplaces, stoves, barbecues or solid fuel heating appliances must have an approved spark arrester.
5. Roof overhangs extending more that ten inches from an exterior wall must be built to fire-resistant city building codes.
6. Vents must be built to resist fire intrusion and are limited regarding where they may be placed on the structure.

• • • END OF LOCAL AREA DISCLOSURES AND DISCUSSIONS SECTION • • •



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116

SECTION 3

FORMER MILITARY ORDNANCE SITE DISCLOSURE

Determination

The subject property is **NOT WITHIN** one mile of a Formerly Used Defense (FUD) site containing military ordnance.

Discussion

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

COMMERCIAL OR INDUSTRIAL ZONING DISCLOSURE

Determination

Based on publicly-available parcel zoning records only:

The property **IS** within one-mile of a property that is zoned for industrial or commercial use.

Discussion

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

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



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116

AIRPORT INFLUENCE AREA DISCLOSURE

Determination

Based on certain mapped Airport Influence Areas determined by a County Airport Land Use Commission, the following determination can be made:

The property is NOT IN an officially-designated Airport Influence Area (AIA) and is NOT WITHIN two (2) statute miles of an airport for which no AIA has been officially designated.

Discussion

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

JCP uses official land use maps and/or digital data made available by governing ALUC or other designated government body. Most facilities for which an Airport Influence Area has been designated are included on the "California Airports List" maintained by the California Department of Transportation's Division of Aeronautics. The inclusion of military and private airports varies by County, and heliports and seaplane bases are not included, therefore, airports in these categories may or may not be included in this disclosure.

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

AIRPORT NOISE DISCLOSURE

Determination

Based on certain 65 decibel (dB) Community Noise Equivalent Level (CNEL) contour maps produced under the Federal Aviation Administration's *Airport Noise Compatibility Planning Program* Part 150, the following determination has been made:

The property IS NOT within a delineated 65 dB CNEL or greater aviation noise zone.

Discussion

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

Not all airports have produced noise exposure maps. A property may be near or at some distance from an airport and not be within a delineated noise exposure area, but still experience aviation noise. Unless 65dB CNEL contour maps are published, helipads and military sites are not included in this section of the report.

NOTE: The *Airport Noise Compatibility Planning Program* is voluntary. Not all airports have elected to participate. Not all property in the vicinity of an airport is exposed to 65dB CNEL or greater average aviation noise levels. Conversely a property may be at some distance from an airport and still experience aviation noise. JCP obtains updated maps once yearly. Purchasers should be aware that aviation noise levels can vary seasonally or change if airport usage changes after a map is published or after JCP receives the updated maps within the schedule set by JCP. JCP uses the most seasonally conservative noise exposures provided. Federal funding may be available to help airports implement noise reduction programs. Such programs vary and might include purchasing properties, rezoning, and insulating homes for sound within 65dB areas delineated on CNEL maps. Airport owners have also cooperated by imposing airport use restrictions that include curfews, modifying flight paths, and aircraft limitations.



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116

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

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

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

California Department of Justice Information Sources:

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

California Department of Justice Megan's Law Email Address: meganslaw@doj.ca.gov

Local Information Locations For The Subject Property:

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

According to current records your local law enforcement department phone number is (510) 790-6860.

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

Alameda County Sheriff's Department	(510) 667-3190
Fremont Police Department	(510) 790-6860
Oakland Police Department	(510) 238-2188

Explanation and How to Obtain Information

For over 50 years, California has required certain sex offenders to register with their local law enforcement agencies. However, information on the whereabouts of the sex offenders was not available to the public until implementation of the Child Molester Identification Line in July 1995. The available information was expanded by California's "Megan's Law" in 1996 (Chapter 908, Stats. of 1996). Megan's Law provides certain information on the whereabouts of "serious" and "high-risk" sex offenders. The law specifically prohibits using the information to harass or commit any crime against the offender. The information on a registered sex offender includes: name and known aliases; age and sex; physical description, including scars, marks and tattoos; photograph, if available; crimes resulting in registration; county of residence; and zip code (from last registration). Accessing the online database requires your agreement with the DOJ's terms of use web page.



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116

SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION DISCLOSURE (Applicable Only in Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma Counties)

Determination

Based on certain mapped coastal zones determined by the San Francisco Bay Conservation and Development Commission (BCDC), the following determination can be made:

The property is **NOT IN** the jurisdiction of the San Francisco Bay Conservation and Development Commission, as defined in Section 66620 of the Government Code.

NOTE: The official BCDC jurisdictional maps issued by the BCDC are electronic documents generally of low resolution and poor quality. As defined by the BCDC, its jurisdiction spans a complexity of ever-changing geographic and topographic environments including: (1) tidal areas of San Francisco Bay; (2) a 100-foot-wide shoreline band that extends inland from the upper edge of the BCDC's San Francisco Bay jurisdiction; (3) certain named waterways that empty into San Francisco Bay; (4) salt ponds adjacent to the Bay; and (5) certain managed wetlands as well as the Suisun Marsh. The BCDC-issued maps are not adequate for determining confidently the proximity of the BCDC-defined jurisdictional boundaries to nearby parcels. Therefore, all parties in the transaction are advised that there is some uncertainty inherent in the "NOT IN" determination made above.

Discussion

As of July 1, 2005, Civil Code Section 1103.4 mandates disclosure to buyers of certain real estate if that property is located within the jurisdictional boundaries of the BCDC. Notice is required to prevent unknowing violations of the law by new owners who were unaware that certain activities on the real property are subject to the BCDC's permit requirements.

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



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116

California Energy Commission Duct Sealing & Testing Requirement

Based on certain climate zone maps issued by the California Energy Commission, the following determination is made:

Determination: The Property is **NOT IN** a designated climate zone in which properties are usually subject to duct sealing and testing requirements set forth by the California Energy Commission.

Discussion:

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

Effective October 1, 2005, in order to combat this waste of energy and money, the CEC set forth new duct sealing and testing requirements in Title 24 of the Building Energy Efficiency Standards. Title 24 requires that, in specific climate zones as designated by the CEC, **when a central air conditioner or furnace is installed or replaced**, homeowners must have ducts tested for leaks. Ducts found to leak more than 15 percent or more must be repaired. Once a contractor tests and fixes these ducts, you must have an approved third-party verifier determine that the ducts have been properly sealed. The CEC cautions homeowners that a contractor who fails to obtain a required building permit and fails to test and repair your ducts "is violating the law and exposing you to additional costs and liability." If you do not obtain a permit, you may be required to bring your home into compliance with code requirements for that work and may incur additional penalties and fines that have to be paid prior to selling your home. Remember that you have a duty to disclose whether you obtained required permits for work performed to prospective buyers and appraisers.

Local governments may mandate more stringent requirements; however, please be advised that duct sealing and associated testing is generally not required:

- if homes are located in specific coastal climates;
- when systems have less than 40 feet of ductwork in unconditioned spaces such as attics, garages, crawlspaces, basements, or outside the building; or
- when ducts are constructed, insulated, or sealed with asbestos.

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

For more information on these requirements, please contact the California Energy Commission or visit the official CEC "2005 HVAC Change-Out Information" portal at <http://www.energy.ca.gov/title24/changeout/>



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116

ADVISORIES

METHAMPHETAMINE CONTAMINATED PROPERTY DISCLOSURE ADVISORY

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

MOLD ADVISORY

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

As part of a buyer's physical inspection of the condition of a property, the buyer may consider engaging an appropriate and qualified professional to inspect and test for the presence of harmful molds and to advise the buyer of any potential risk and options available. This advisory is not a disclosure of whether harmful mold conditions exist at a property or not. JCP has not performed testing or inspections of any kind. Any use of this form is acknowledgement and acceptance that JCP does not disclose, warrant or indemnify mold conditions at a property in any way and is not responsible in any way for mold conditions that may exist. Information is available from the California Department of Health Services Indoor Air Quality Section fact sheet entitled, "Mold in My Home: What Do I Do?" The fact sheet is available at www.cal-iaq.org or by calling (510) 540-2476.

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

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



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116

RADON ADVISORY

For its Radon Advisory, JCP uses the updated assessment of radon exposure published in 1999 by the Lawrence Berkeley National Laboratory (LBNL) and Columbia University, under support from the U.S. Environmental Protection Agency (EPA), the National Science Foundation, and the US Department of Energy (published online at <http://eetd.lbl.gov/IEP/high-radon/USgm.htm>). Based on this recent assessment, JCP's radon advisory is as follows:

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

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

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



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116

Endangered Species Act Advisory

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

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

ADVISORY

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

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

For more information

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

For Northern California visit:

http://www.fws.gov/sacramento/es/spp_lists/auto_list_form.cfm

For Southern California visit:

http://www.fws.gov/carlsbad/CFWO_Species_List.htm



JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 1461 9TH ST ,
BERKELEY, ALAMEDA County, CA

APN: 059-2330-021
Date: 09/07/2007
Report Number: 156116

JCP Services Section • •

Any use of this report is an acknowledgement of and an agreement to abide by the terms stated in this section. For the Natural Hazard Disclosures, JCP Property Disclosure (JCP) examines only the following maps: (a) NFIP Flood Insurance Rate Maps, (b) California Office of Emergency Services Dam Failure Inundation maps, (c) Real Estate: disclosure (CDF) fire maps, (d) Seismic Hazards Mapping Act maps, (e) geologic and seismic hazard maps adopted by the county as part of its General Plan's Safety Element, (f) geologic and seismic hazard maps adopted by the city as a part of its General Plan's Safety Element, (g) LOMR's or LOMA's (made available to us), for location of the above property as identified by the seller or seller's agent. JCP relies on these official sources for the information in this report and does not produce, maintain or verify the information. Our services include, where appropriate, use of the assessors rolls, cadastral-type maps, photographic enlargements of maps and various cartographic techniques to locate the site on the appropriate map. The determination is made as accurately as reasonably possible using these said maps. For purposes of defining property lines, the assessor's parcel number and parcel maps are used. Any errors in the assessor's rolls may affect the determination procedures.

Decisions by jurisdictions relative to required studies, reports, etc. may be made using the same information sources used in the disclosures in this report, as well as information in their files and/or local ordinances and procedures. The disclosure information in this report is not a substitute for a geologic or engineering study, nor can it be construed that a city or county will not require such studies. No visual examination of the subject site was performed nor was a study of any jurisdiction's files or other sources made to determine the existence of any hazard which may exist on the site. This report is for the purpose of certain map-based real estate transaction disclosures only and is not a substitute for the broker/agent property inspection.

Military ordnance disclosures were provided using Department of Defense data sources that JCP neither produces nor maintains. JCP cannot accept liability for the accuracy of the information derived from these public data sources. No on-site inspection was performed.

JCP performs services for the real estate agent/broker and current owner. This report is for residential property only and is for the exclusive use of the contractual parties, their broker/agent(s), and the current owner's sale for which it is issued. Due to changes in tax districts, disclosure maps, laws and contractual parties, this report cannot be relied upon for other properties nor for future transactions of the subject property. All parties should be aware that the information is subject to change. JCP is not responsible for advising parties of any changes that may occur after the date of this report. As a courtesy, JCP will update this report at no cost during the single transaction process for which this report was issued, if requested. JCP shall not be liable to anyone who may claim any right through his/her relationship with the agent, except when acts or omissions are due to willful misconduct or negligence by JCP.

Reproduction of this report is permitted only for the purpose of fulfilling the seller's disclosure duty to the buyer in the transaction of the real property at the subject address noted herein. Any other reproduction, facsimile, or republication of this report is expressly prohibited and is a violation of the copyrights, trademarks and service marks of the JCP Property Disclosure, and will be prosecuted to the fullest extent of the law. The Company shall assume no liability unless and until the fee for this (these) report(s) is paid in full.

This JCP Report includes a statutory Natural Hazard Disclosure Statement as legislated in California Civil Code 1103. The delivery of this report is sufficient compliance for the legal exemption that states neither the seller nor any listing or selling agent will be liable for any error in this information as long as ordinary care is exercised in transmitting it and they have no personal knowledge of errors (California Civil Code 1103.4).

This report is not an insurance policy and is not a substitute for the buyer obtaining Property & Casualty Insurance Policies which will provide coverage against losses incurred as a result of earthquakes, fires, flooding, environmental hazards, or any other kinds of risks associated with the property. If any party to this transaction has concerns relative to the stability or condition of the property or if "red flags" are observed during any party's inspection, an appropriate professional should be retained to study the site and render an opinion.

STATUTORY PROPERTY TAX REPORT

Special Assessment and Special Tax Disclosure

Parcel Number: 059-2330-021-00 Property Address: 1461 9th St , Berkeley, Ca 94710 County: Alameda Report Date: 9/7/2007	The information contained in this report is intended for the exclusive benefit and use of the recipient(s). No person other than the recipient(s) should rely upon, refer to, or use this report, or any information contained within this report, for any purpose. The recipient(s) should carefully read the explanation of services, and the conditions and stipulations contained in this report. No recipient may rely on this report unless full payment for it is made.
--	--

This report satisfies the Seller's obligation to disclose Mello-Roos taxes and 1915 Act assessments affecting this property pursuant to Civil Code Section 1102.6b, and is compliant with all provisions of Senate Bill 1122 and Assembly Bill 337.

CONTENTS

The following report contents meet or exceed the legal disclosure standards defined in California Civil Code Section 1102.6b:

- *Buyer's Acknowledgement Summary (Signature Required)*
- *Special Assessment Summary*
- *Seller's Secured Tax Bill Summary*
- *Statutory Notice of Special Tax/Assessment*
- *Other Special Assessments*
- *Accelerated Foreclosure Summary*
- *Available Senior Exemptions*
- *Notice of Supplemental Property Tax Bill*
- *Property Tax Estimator and Supplemental Tax Bill Estimator*
- *General Information about Your Property Tax Bill*

Buyer's Acknowledgement Summary

The information contained in this report is subject to the terms and conditions contained herein.

I (we) acknowledge that I (we) have received and read a copy of this notice. If this property is listed as subject to a Mello-Roos community facilities district special tax or a 1915 Bond Act assessment, I (we) understand that I (we) may terminate the contract to purchase or deposit receipt after receiving this notice from the owner or agent selling the property. If this property is listed as subject to a Mello-Roos community facilities district special tax or a 1915 Bond Act assessment, the contract may be terminated within three days if the notice was received in person or within five days after it was deposited in the mail by giving written notice of termination to the owner or agent selling the property.

Buyer Signature: _____ Date: _____

Buyer Signature: _____ Date: _____

Special Assessment Summary

This is a notification to you prior to your purchasing this property.

Parcel Number: 059-2330-021-00
Property Address: 1461 9th St , Berkeley, Ca 94710
County: Alameda
Report Date: 9/7/2007

The above referenced property is affected by general property taxes (called ad valorem taxes), which are based on the net assessed value of your property. The ad valorem tax is charged to every taxable property in the state and is set at 1% of the net value of property each year. This basic tax rate may be increased slightly over 1% by voter approved bond issues for your school district, city or other regional project.

In addition, the above referenced property lies within the following special tax and/or special assessment districts. These assessments and taxes will be taxed in addition to ad valorem taxes each year:

STATUS	DESCRIPTION OF TAX CATEGORY -
YES	One or more Mello-Roos Community Facilities Districts
NO	One or more 1915 Bond Act Assessment Districts
YES	Other special financing districts
YES	Other direct assessments

The following disclosure is made by the Transferor pursuant to Government Code §53341.5 and Civil Code §1102.6b. The representations made in this disclosure report are based on information provided by an independent third party report provided as a substituted disclosure pursuant to California Civil Code §1103.4. Neither the Transferor nor the Transferor's agent(s) has 1) independently verified the information contained in this report, or 2) is personally aware of any errors or inaccuracies in the information contained in this form.

Report Terms and Conditions

This report for the property named herein is a product of Alliant Tax Research, Inc. (hereafter, "Alliant") and is distributed by First American NHD. The terms and conditions listed below represent the terms and conditions under which this product is sold: The purpose of this report is to provide a determination of whether the current secured property tax bill for this parcel contains a Mello-Roos special tax or a 1915 Act Bond Assessment District charge, and to assist the Seller in fulfilling his or her duty to comply with California Civil Code §1102.6b. This report is not a substitute for a title report or title insurance and may not be relied upon as such. Items not yet levied on the tax bill, items not appearing on the current tax bill, and items removed from the current tax bill for any reason may not be reflected on this report. Estimates of future charges, if provided, are only estimates and may not be inclusive. This report is for the exclusive benefit of the specific Buyer and specific Seller for which this report was prepared and there shall be no third party beneficiaries. This report may not be used in any subsequent transaction affecting the subject property. This report is applicable to residential property only with four dwelling units or less. This report may not be relied upon for commercial or industrial property or for multi-family properties of more than 4 dwelling units.

While this report contains data gathered from what Alliant believes to be reliable sources, the amount of the levy and end year may be subject to change in the future. The Maximum Tax amount provided is an estimate, calculated based on available County assessor data or third party data. Calculations may vary from those calculated by the issuer, due to several factors including differences in interpretation of the Special Tax Formula, availability of data, and change or correction of classification from year to year. Items not included on the current year tax bill but shown on this report represent an estimate and are not intended to be comprehensive. Other taxes and assessments may exist that are not yet levied on the tax bill or not levied during the tax year on the report. This report was compiled using information obtained from the County on a given date and may not reflect changes made later by the County or the local government agencies levying charges against this property. This information is subject to change and Alliant does not have a duty to update the report for any tax bill, legislative or related changes that may occur in the future. This report was prepared based upon records provided by various governmental agencies and third parties. Alliant has assumed that these agency records are accurate and complete, but Alliant has not conducted any independent verification of their accuracy or completeness. Alliant shall not be responsible for any inaccuracies or omissions in the public records of the various governmental agencies or for information provided by third parties.

Seller's Secured Tax Bill Summary

Parcel Number: 059-2330-021-00
Property Address: 1461 9th St , Berkeley, Ca 94710
County: Alameda
Assessor's Phone #: (510) 272-3787; Tax Collector's Phone #: (510) 272-6800
Report Date: 9/7/2007

The following listing is a summary of the current year secured property tax bill. It is provided for informational purposes only. Ad valorem taxes are calculated annually based on the assessed value of the land and improvements. When a property is sold, the assessed values will be reset to the sale price. Ad valorem taxes can therefore change dramatically if the sales price differs from the current assessed value of the property.

Please Note: All information on this page is based on 2006/07 data only. Ad valorem taxes are historical and are subject to change when a home sells. No warranties are made regarding this information. The information on this page is not provided as a disclosure by seller or his/her agents.

Ad Valorem Taxes (Note: Historical only, based on the seller's tax bill)

The following include both the basic levy authorized by Proposition 13, plus any additional voter approved general obligation debt. The amount you pay will be based on the purchase price of your home less any exemptions, times the estimated tax rate.

Agency	Levy Description	Contact Phone	2006/07 Levy
County of Alameda	Total Ad Valorem Tax Basic 1% ad valorem levy on net value (Proposition 13) plus voter approved overrides	(510) 272-6565	\$ 4,186.36

Total Ad Valorem Taxes: \$ 4,186.36

Special Assessments

The following include all special assessments and special taxes included on the tax bill.

Agency	Direct Assessment Description	Contact Phone	2006/07 Levy
Alameda Cty Mosquito Abatement District	Mosquito Abatement Fee	(510) 783-7744	\$ 1.74
East Bay Regional Park District	Trail Landscape/Light Maintenance Assessment	(800) 945-4274	\$ 5.44
County of Alameda	CSA VC 1984-1 (Vector Control Fee)	(510) 567-6800	\$ 5.92
County of Alameda	CSA LA 1991-1 (Lead Abatement Assessment)	(510) 567-8280	\$ 10.00
City of Berkeley	Emergency Services for the Severely Disabled	(510) 981-7200	\$ 10.90
City of Berkeley	Street Lighting Maintenance Assessment	(510) 981-7200	\$ 11.30
East Bay Regional Park District	Park Safety and Maintenance Parcel Tax	(800) 273-5167	\$ 12.00
City of Berkeley	Mello-Roos Community Facilities District Community Facilities District No. 1 (Disaster Fire Protection)	(510) 981-7200	\$ 13.10
County of Alameda	CSA EM 1983-1 (Paramedic/EMS Services Fee)	(510) 267-3255	\$ 24.96
City of Berkeley	Paramedic Supplement Assessment	(510) 981-7200	\$ 29.12
Alameda-CC Transit District	Transit Parcel Tax	(800) 676-7516	\$ 48.00
Berkeley Unified School District	Maintenance Special Tax	(510) 981-7200	\$ 54.14
East Bay Municipal Utility District	Wet Weather Facilities User Fee	(510) 287-1380	\$ 58.80
City of Berkeley	Clean Storm Water Fee	(510) 981-7200	\$ 59.20
Berkeley Unified School District	School Parcel Tax (Measure B)	(510) 981-7200	\$ 103.56
City of Berkeley	Park, Trees and Landscaping Maintenance Tax	(510) 981-7200	\$ 109.20
Berkeley Unified School District	School Parcel Tax	(510) 981-7200	\$ 135.18
City of Berkeley	Library Services Tax	(510) 981-7200	\$ 150.78

Total Special Assessments: \$ 843.34

Total 2006/07 Tax Bill: \$ 5,029.70

Please refer to the Notice of Special Tax and Assessment for statutory disclosure information on the following page.

Statutory Notice of Special Tax/Assessment

To the prospective purchaser of the real property known as:	Assessor's Parcel Number: 059-2330-021-00 Address/Legal Description: 1461 9th St , Berkeley, Ca 94710 Report Date: 9/7/2007
--	---

This is a notification to you prior to your purchasing this property.

Mello-Roos Community Facilities Districts:

This property is subject to a special tax named below, which is in addition to the regular property taxes and any other charges and benefit assessments on the parcel. The special tax may not be imposed on all parcels within the city or county where the property is located. If you fail to pay this tax when due each year, the property may be foreclosed upon and sold. The tax is used to provide public facilities or services that are likely to particularly benefit the property.

There is a maximum tax that may be levied against this parcel each year to pay for public facilities. This amount may be subject to increase each year based on the special tax escalator listed below (if applicable). The annual tax charged in any given year may not exceed the maximum tax amount. However, the maximum tax may increase if the property use changes, or if the home or structure size is enlarged. The special tax will be levied each year until all of the authorized facilities are built and all special tax bonds are repaid. If additional bonds are issued, the estimated end date of the special tax may be extended.

The authorized facilities which are being paid for by the special taxes and the money received from the sale of the bonds are summarized below. These facilities may not yet have all been constructed or acquired and some may never be constructed or acquired.

Agency/District	Improvements and Services	Start Year / End Year	2006/07 Levy	Maximum Tax	Escalator
City of Berkeley Community Facilities District No. 1 (Disaster Fire Protection) Contact: Geri McFarland Phone: (510) 981-7200	Fire safety services (upgrading of fire stations and equipment, etc.)	2001 ----- 2021	\$ 13.10	\$14	0%

You should take this tax and the benefits from the public facilities and services for which it pays into account in deciding whether to buy this property. You may obtain a copy of the resolution of formation which authorized creation of the community facilities district, and which specifies more precisely how the special tax is apportioned and how the proceeds of the tax will be used, by calling the contact name and number listed above. There may be a charge for this document not to exceed the estimated reasonable cost of providing the document.

1915 Act Bond Assessment Districts:

This property is within the assessment district(s) named below. Each assessment district has issued bonds to finance the acquisition or construction of certain public improvements that are of direct and special benefit to property within that assessment district. The bonds will be repaid from annual assessment installments on property within the assessment district.

This property is subject to annual assessment installments of the assessment district that will appear on your property tax bills, but which are in addition to the regular property taxes and any other charges and levies that will be listed on the property tax bill. If you fail to pay assessment installments when due each year, the property may be foreclosed upon and sold. The annual assessment installment against this property as shown on the most recent tax bill for the 2006/07 tax year is listed in the table below. Assessment installments will be collected each year until the assessment bonds are repaid.

The public facilities that are being paid for by the money received from the sale of bonds that are being repaid by the assessments are included in the table below. These facilities may not yet have all been constructed or acquired and it is possible that some may never be constructed or acquired.

This parcel IS NOT subject to any 1915 Act Bond special assessments.

You should take this assessment and the benefits from the public facilities for which it pays into account in deciding whether to buy this property. You may obtain a copy of the resolution confirming assessments that specifies more precisely how the assessments are apportioned among properties in the assessment district by calling the contact name and number listed above. There may be a charge for this document not to exceed the estimated reasonable cost of providing the document.

Other Special Assessments

This section provides detail on other assessments (aside from the Mello-Roos and 1915 Act charges identified on the prior pages) that will affect the property.

Other Special Assessment Liens/Financing:

In some instances, local government agencies may use alternate means of financing projects, including state loans, agency loans, 1911 Act assessment district bonds, other types of improvement bonds, and other methods to pay the cost of a capital project. Also, there may be other fixed schedule items on the tax bill that must be paid over a number of years. In some cases, these amounts may be prepaid. Also, for internally financed projects, the loan may need to be paid off prior to transfer of property.

Issuer and District	Purpose of District	Start Year	End Year	Contact Phone	2006/07 Levy
City of Berkeley Library Services Tax	Funding for the Berkeley Public Library (renewed every 4 years)	2000	Until svcs end	Geri McFarland (510) 981-7200	\$ 150.78
Berkeley Unified School District School Parcel Tax	Low class sizes, enrichment programs, technology and maintenance (subject to annual CPI increases)	1994	2007	Geri McFarland (510) 981-7200	\$ 135.18
Berkeley Unified School District School Parcel Tax (Measure B)	Smaller class sizes, library, enhanced programs and teacher training	2005	2007	Ray Westphal (510) 981-7200	\$ 103.56
Berkeley Unified School District Maintenance Special Tax	Safety and essential maintenance of school buildings and grounds (subject to CPI increases)	2001	2012	Geri McFarland (510) 981-7200	\$ 54.14
Alameda-CC Transit District Transit Parcel Tax	Protect public transportation, reduce pollution and traffic	2003	2008	NBS (800) 676-7516	\$ 48.00
East Bay Regional Park District Park Safety and Maintenance Parcel Tax	Park access, wildfire protection, public safety and environmental maintenance services (discount available for low income senior citizens)	2005	2020	Shilts Consultants (800) 273-5167	\$ 12.00

Other Direct Assessments:

In addition to the items listed in the previous sections, as of the 2006/07 tax year, your property is subject to the following additional Direct Assessments that do not impose special accelerated foreclosure liens on your property.

Agency	Direct Assessment Description	2006/07 Levy	Contact Phone
City of Berkeley	Clean Storm Water Fee	\$ 59.20	Geri McFarland (510) 981-7200
County of Alameda	CSA VC 1984-1 (Vector Control Fee)	\$ 5.92	Ernest Pontiflet (510) 567-6800
City of Berkeley	Park, Trees and Landscaping Maintenance Tax	\$ 109.20	Geri McFarland (510) 981-7200
County of Alameda	CSA EM 1983-1 (Paramedic/EMS Services Fee)	\$ 24.96	Cindy Abbissinjo (510) 267-3255
East Bay Municipal Utility District	Wet Weather Facilities User Fee	\$ 58.80	Dept. Staff (510) 287-1380
East Bay Regional Park District	Trail Landscape/Light Maintenance Assessment	\$ 5.44	Amy Roblyer (800) 945-4274
Alameda Cty Mosquito Abatement District	Mosquito Abatement Fee	\$ 1.74	John Rusmisl (510) 783-7744
City of Berkeley	Street Lighting Maintenance Assessment	\$ 11.30	Geri McFarland (510) 981-7200
City of Berkeley	Emergency Services for the Severely Disabled	\$ 10.90	Geri McFarland (510) 981-7200
City of Berkeley	Paramedic Supplement Assessment	\$ 29.12	Geri McFarland (510) 981-7200
County of Alameda	CSA LA 1991-1 (Lead Abatement Assessment)	\$ 10.00	Dept. Staff (510) 567-8280

These direct assessments and charges will appear annually on your property tax bill. In most cases, these are subject to public notice and hearing requirements (as controlled by Proposition 218) and any increases or additions must be approved by a vote of the registered landowners (or registered voters, depending upon the specific legislation). While they do not impose an accelerated foreclosure lien, they do result in an increased annual tax rate. For additional information on a particular special assessment, please call the phone number listed above.

Accelerated Foreclosure SummarySM

Important: If any items are listed below, your property has accelerated foreclosure liens attached to it. These have priority over other property taxes, and are part of the security for a municipal bond issue (or else are part of a Mello-Roos community facilities district). The issuers of these bonds are often contractually required to monitor and collect delinquent assessments quickly. There is no five year waiting period. If you fail to pay your property tax bills when due each year, the property may be foreclosed upon and sold. **Therefore, it is important to pay your property tax bill on time.** If you cannot, you should contact your lender to discuss alternate arrangements.

Mello-Roos Community Facilities Districts:

Agency/District	2006/07 Tax Year Information
City of Berkeley Community Facilities District No. 1 (Disaster Fire Protection)	The amount charged for the 2006/07 tax year was \$ 13.10 . The maximum amount that could have been charged (worst case) was \$ 14 . This maximum amount will increase each year in the future, if applicable, by 0% . This tax will be charged until 2021 .

*Note on Backup Taxes: If a "backup tax" is mentioned above, this tax has been established to be used as a worst case scenario, only if revenue is needed in any one year to meet bondholder payments. The likelihood of a tax reaching this backup level is low. However, property owners should be prepared for this as a worst case scenario if the development in the district does not proceed as planned. Once the district is developed and properties are sold to many owners, the likelihood of the actual tax ever reaching this amount is very low.

1915 Act Bond Assessment Districts:

Agency/District	2006/07 Tax Year Information
No 1915 Act Bond Districts.	

Other Districts That Include (or May Include) Accelerated Foreclosure:

Agency/District	2006/07 Tax Year Information
No Additional Accelerated Foreclosure Districts.	

Note: Many properties in California have Mello-Roos or other bonded assessments. As a result, these properties usually have newer amenities and other benefits that may enhance property value. However, if any items are listed on this page, as a buyer it is important to pay your tax bill on time, or arrange to have your property taxes impounded, to avoid penalties or the threat of accelerated foreclosure.

Available Senior Citizen ExemptionsSM

Assessments with an available exemption:

Note: The following districts offer a senior citizen exemption for all or part of the annual assessment, which may save qualifying buyers money. Normally an application must be filed with the district and renewed annually. For details on eligibility, and how to apply, please use the contact information supplied below:

Agency	Direct Assessment Description	2006/07 Levy	Contact Phone
East Bay Regional Park District	Park Safety and Maintenance Parcel Tax / Park access, wildfire protection, public safety and environmental maintenance services (discount available for low income senior citizens)	\$ 12.00	Shilts Consultants (800) 273-5167

Notice of Supplemental Property Tax Bill

Copyright – 2006 First American NHD

Pursuant to Civil Code §1102.6c, Seller or his or her agent is providing this "Notice of Your 'Supplemental' Property Tax Bill":

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

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

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

Explanation of Supplemental Assessments

As stated in the official "Notice" above, State law requires the Assessor to reappraise property upon change in ownership or completion of new construction. The resulting supplemental assessment reflects the difference between the new value and the old value. The Auditor-Controller calculates the supplemental property tax, and prorates it, based upon the number of months remaining in the fiscal year in which the event occurred. The fiscal year runs from July 1 through June 30.

A change in ownership or new construction completion which occurs between January 1 and May 31 results in **two** supplemental assessments and **two** supplemental tax bills. The first supplemental bill is for the remainder of the fiscal year in which the event occurred. The second supplemental bill is for the subsequent fiscal year.

Notices of Assessed Value Change are normally mailed to property owners before supplemental tax bills are issued. Remember that supplemental tax bills are **in addition to** the regular annual tax bills. Supplemental bills go directly to the property owner, and not to an impound account - where one might exist.

On following of this report, a **SUPPLEMENTAL TAX BILL(S) ESTIMATOR** is provided for the buyer to *estimate* the amount of the supplemental tax bill(s). It does **NOT** include the amount of the regular secured Property Tax Bill. It is only an estimate for the buyer's planning purposes.

Tax Estimators

Copyright – 2006 First American NHD

Property Tax Estimator

The following schedule is offered as an aid in estimating the amount of property tax that will be levied on the property this year based on an assessed valuation equal to the selling price. The estimate is not a substitute for a tax bill, nor does it anticipate new property tax charges or fees or other changes in property tax rates for the next tax year.

1	Estimated Sales Price	• 1	\$	
2	Estimated Ad Valorem Tax Rate	• 2	\$	0.01235
3	Multiply line 1 by line 2. This is your Estimated Ad Valorem Taxes	• 3	\$	
4	Direct / Special Assessments.	• 4	\$	843.34
5	Add lines 3 and 4. This is your Estimated Total Annual Property Tax Amount	• 5	\$	

NOTE: The amount estimated on Line 5 may not appear on the first annual property tax bill because reassessment by the county is not immediate. For that reason you may receive one or two **Supplemental Tax Bill(s)** that are independent of the regular annual property tax bill until the new assessed value is included on the annual property tax bill. To estimate the amount of the Supplemental Tax Bill(s), use the form below.

Supplemental Tax Bill Estimator

The following schedule is provided for you to *estimate* the potential amount of the supplemental ad valorem tax on a given property. It does **NOT** include the amount of the regular annual Property Tax. This provides an estimate of the "Supplemental Property Tax Bill(s)" that you can expect to receive during the first year of ownership, and is for your planning purposes only.

1	Estimated Sales Price	• 1	\$	
2	Estimated Current Assessed Value	• 2	\$	338,922.00
3	Subtract line 2 from line 1. This is your Estimated Supplemental Assessed Value	• 3	\$	
4	Multiply line 3 by 0.01235 (The Estimated Ad Valorem Tax Rate for your property) This is your Estimated Full-Year Supplemental Tax Obligation	• 4	\$	

Supplemental Tax Estimator continued on following page

Supplemental Tax Bill Estimator (continued)

If your Close of Escrow falls during the months of January through May, you will receive TWO Supplemental Tax Bills, one for the current partial tax year and one for the next full tax year. Estimate the Supplemental Tax Bill amounts with lines 5 through 8 below:

5	Enter the factor for the Month of Sale from TABLE 1 below.	• 5	\$	
6	Multiply line 4 by line 5. This is the amount of your estimated Supplemental Tax Bill # 1	• 6	\$	
7	Enter the amount on line 4. This is the amount of your estimated Supplemental Tax Bill # 2	• 7	\$	
8	Add lines 6 and 7. This is your total estimated Supplemental Tax Bill	• 8	\$	

If your Close of Escrow falls during the months of June through December, you will receive ONE Supplemental Tax Bill. Estimate the Supplemental Tax Bill amount with lines 9 and 10 below:

9	Enter the factor for the Month of Sale from TABLE 2 below.	• 9	\$	
10	Multiply line 4 by line 9. This is the amount of your total estimated Supplemental Tax Bill	• 10	\$	

Jan	0.4170
Feb	0.3333
Mar	0.2500
Apr	0.1667
May	0.0866

Jun	1.0000
Jul	0.9167
Aug	0.8333
Sep	0.7500
Oct	0.6670
Nov	0.5830
Dec	0.5000

The information on this page is an estimate only. The purpose of this "ESTIMATOR" is to assist the taxpayer in planning for his/her supplemental taxes. The estimated supplemental tax shown herein is not a substitute for the supplemental bill and may not be relied upon as such. This "ESTIMATOR" requires the buyer's projection of the Purchase Price as well as Month in which the transaction is completed. No potential exemptions are reflected in these determinations. FANHD shall not be responsible or liable for any losses, liabilities or damages resulting from use of this Supplemental Tax Estimator or the Property Tax Estimator.

General Information about Your Property Tax Bill

California's secured property tax bills consist of two types of charges: 1) ad valorem taxes and 2) special assessments. These are explained briefly below.

1) Ad Valorem Taxes

Ad valorem taxes are based on the value of property. The basic ad valorem tax is the statewide tax authorized by California law. This general tax is 1% of the assessed value of the property each year. This tax is shared by the state, schools, cities and counties. In addition, voters can approve local additional ad valorem overrides that put the ad valorem tax rate over 1%. These overrides normally involve general obligation bond debt. These general obligation bonds do not place a special lien on any one property but simply increase the ad valorem tax rate slightly over 1%.

2) Special Assessments

Anything that is not an ad valorem tax is called a "special assessment" or a "direct assessment." These charges are local in nature and are used to fund local improvements or public services that provide some type of general or direct benefit to the property. Special assessments are not tax rates and by law cannot be based on the value of property. Instead, each special assessment district has some type of benefit formula that is used to calculate the amount of the assessment on each parcel. Special assessments can be levied using a variety of laws, including the Mello-Roos Community Facilities Act of 1982; various assessment district bond acts such as the 1915 Act or 1911 Act; or through a variety of non-bonded charges such as the 1972 Act Landscape and Lighting Act, the 1982 Benefit Assessment Act, user fees, service charges and other methods. Some commonly used types of special assessments are:

- a) **Mello-Roos Community Facilities Districts.** This is a type of special assessment financing frequently used to fund infrastructure, schools and many types of public services such as police, fire, landscaping, etc. A Mello-Roos district may or may not involve a bond sale. Mello-Roos districts place a senior lien on the property that has a provision for accelerated foreclosure action by the levying agency if property taxes are not paid on time. Because of this, California law now requires disclosure of Mello-Roos taxes in real estate transactions.
- b) **1915 Bond Act Assessment Districts.** This is another type of special assessment financing method frequently used to fund infrastructure and other public improvements in California. The 1915 Act is a bond act only, meaning another assessment district formation act must be used to form the boundaries of the district before 1915 Act bonds may be sold. These formation districts are usually one of these: the 1913 Act, the 1911 Act or the 1972 Act. Issuance of 1915 Act bonds places a senior lien on the property that has a provision for accelerated foreclosure action by the bond issuer if property taxes are not paid on time. Because of this, California law now requires disclosure of assessments securing 1915 Act bonds in real estate transactions.
- c) **Other Bonded Districts.** In addition to Mello-Roos and the 1915 Act, there are other types of land-secured bonds that may impact California property. These include improvement bonds issued under the 1911 Act or other improvement bonds issued under county or charter city laws. Some of these do include the power of accelerated foreclosure; the Alliant tax report will include such items on the "Summary of Items Subject to Accelerated Foreclosure" page.
- d) **Maintenance Districts.** In most newer communities in California, the cost of maintaining common areas, landscaping, street lighting, storm drains and parks is often handled through Landscape and Lighting Maintenance Assessment Districts. These may be formed under the 1972 Landscaping and Lighting Act or other legislation; these are approved annually through a public hearing process. They may have a cost-of-living increase or other formula but must be renewed every year. These districts are often referred to as "cost recovery districts" since they provide a means for government to provide a specific service and have the cost recovered through assessing those properties that benefit from the services.
- e) **User Fees and Service Charges.** Many municipalities charge user fees for services to the property such as water and sewer. Instead of billing the property owner directly for monthly or quarterly fees, the service charge is collected annually on the property tax bill.
- f) **Standby or Availability Charges.** Local agencies that provide water and sewer services are also authorized to levy Standby or Availability Charges. These annual assessments are charged to help fund the future availability of services to the area or the expansion of services to meet future growth.
- g) **County Service Areas, Community Services Districts and Permanent Road Divisions.** In unincorporated areas of a county, the county may provide services to specific areas through the formation of a County Service Areas ("CSA") or a Community Services District. Then, a specific community may receive enhanced services such as road maintenance, landscaping, street lighting and park maintenance, and repay the county (or itself, if a Community Services District) through special service charges or assessments. Permanent Road Divisions are a similar type of entity formed by a county to provide road improvement and maintenance in unincorporated areas.
- h) **Benefit Assessments and Parcel Taxes.** School Districts and other local agencies commonly levy voter-approved annual special parcel taxes or benefit assessments. These are annual charges that pay for specific service. Commonly used benefit assessments and parcel taxes are those to pay for schools, fire protection, flood control and storm water maintenance or police services.
- i) **Penalties.** Local agencies have the ability to place delinquent account charges for property related services or civil penalties directly on the tax bill. These may include delinquent utility bills, fees for parcel cleanup and weed abatement and fees for civil penalties.

Notice of Survey by Electrical Contractor

This is verification that the existing knob-and-tube wiring has been surveyed on : 09/05/07
At: 1461 Ninth St. Berkeley 94710
Street City Zip

The existing wiring was found to be:

Buyer _____ Date _____

- In good condition with
 - No evidence of tampering or deterioration
 - No improper connections or splices
 - No evidence of improper overcurrent protection

Buyer _____ Date _____

OR

- In poor condition and was brought up to acceptable standards by:
 - Installing tamperproof overcurrent protection
 - Installing a new service panel with breakers
 - Repair of improper connections or splices

THEREFORE

- The following areas have been approved for the installation of insulation:
 - Ceiling
 - Floor
 - Wall

AND

A copy of the certification will be filed with the local authority having jurisdiction for this code.

The existing wiring was found

- In poor condition and unable to be brought up to acceptable standards because of
 - Evidence of deterioration
 - Evidence of improper connections or splices
 - Evidence of improper overcurrent protection
 - Other - Explain

Signature
ELECIX Electrical Services
Firm's Name Leo Portugal 510-393-4038

Date: 09/05/07
C-10 CSLB 871191
License Number

NOTICE TO CUSTOMER: This electrical survey is required before your attic, wall or floor can insulated to be in compliance with Article 324-4 of the National electrical Code, 1900 Edition, Part 3, Title 24, California Code of Regulation.

You are advised that if tamperproof overcurrent protection is being installed to protect the wiring system, your electrical use methods may require modification to avoid nuisance tripping of the fuses, The electrical contractor performing this survey is required to explain difficulties that you may experience prior to installing the devices and verifying the eligibility of your home.

GREG NICHOLS

Customer Name (Print)

Rebate Number

Customer Signature

Date

Central Plumbing & Rooter
P.O. Box 2533
Alameda, CA 94501
Lic#815962

9-7-07

Sewer lateral inspection for property 1461 9th Berkeley Ca

Sewer lateral inspection shows sewer to be cast iron and in good condition from house to curb. City code requires sewer lateral have building outlet cleanout 24" from house could not find one at this location.

Recommend the installation of building outlet cleanout and reinspection of sewer. Video tape of sewer will then need to be given to City of Berkeley by homeowner or realtor for review.

Cost to install house outlet cleanout and reinspect sewer \$950.00

Thank you
Paul Croxton
510-521-1411

Buyer _____ Date _____

Buyer _____ Date _____

MIT SERV...
SEP 24 2007
City of Berkeley
Chapter 9.16
Ordinance 6099 -N.S.

Residential Energy Conservation Ordinance (RECO) Certificate of Compliance

(For CITY use only)
 Renovation
 New const.

Escrow Closing date: _____ Address of Property: 1461 9th St

Title Company: _____ Escrow #: _____

Structure 1 of 1 Number of units: 1 (NOTE: Each structure requires a separate Form A)

Acceptance of this form by the City deems the property to be in compliance with RECO (Ordinance 6099, BMC 19.16) It is given to property owners by the RECO inspector after a satisfactory RECO inspection, and must be filed with: City of Berkeley Building & Safety Division, 2120 Milvia St., Berkeley, CA 94704; Telephone 981-7440 A \$15 filing fee is required for each residential structure. The maximum required expenditure for meeting the requirements of this Ordinance is 0.75% of the final sale price for the property. See below.



RECO MEASURES:

	Complete	Incomplete	N/A	Unit #
1. Ceiling insulation of minimum thermal resistance value R-30 installed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. Furnace heating ducts sealed at plenum and all joints in heating duct system sealed with mastic and insulated to a minimum of R-3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. Hot water pipes in pumped, recirculating domestic water heating systems insulated to a minimum thermal resistance of R-3.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
4. All domestic storage water heaters insulated to a minimum total of R-12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
5. All exposed hot and cold water pipes within at least 24 inches of water heater are insulated to a minimum thermal resistance of R-3, except within 6 inches of single-wall flue and one inch of a double walled flue	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
6. Installed low-flow faucet devices or fixtures with a maximum flow rate of 3 gallons/minute in all showers; a maximum of 2.75 gallons per minute in all sinks and lavatories; and a maximum of 4 gallons/minute in all other faucets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
7. Installed toilet fixtures designed to use no more than 1.6 gallons per flush, or existing fixtures modified to reduce the amount of water used while ensuring correct operation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
8. Approved weatherstripping must be installed on all exterior doors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
9. Approved dampers, doors, or other devices to block air flow and reduce heat loss through chimneys are installed and working	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
10. Multi-unit structure common area light fixtures have lamps of at least 25 lumens per watt	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____

NOTE: Check here if any items are "INCOMPLETE" because the maximum required expenditure for this sale has been met. Attach itemized receipts for RECO measures (with an explanation, if necessary) and note the maximum required expenditure amount.
Final Sale Price \$ _____ x 0.0075 = \$ _____ City Inspector: _____ Date: _____

Seller/Owner: DAVID G. NICHIU ALPHEUS NICHIU
Seller/Owner: [Signature] [Signature]
Address: 830 Longridge Rd, Oakland
Phone: (510) 735-9220
Inspector Name & Agency: Michael Falk CESC
Inspection Fee paid by: Ruth Nichols
Filing Fee (\$15/structure) paid by: _____

Buyer: _____
Buyer: _____
Address: _____
Phone: _____
Date: 9, 21, 07
Amount paid: \$ 100.00 4721
Amount paid \$ _____



First American Title Company

2089 Rose Street
Berkeley, CA 94709

Escrow Officer:	Renee Haugen (RH)
Phone:	(510)548-2565
Fax No.:	(866)493-5435
E-Mail:	rhaugen@firstam.com
E-Mail Loan Documents to:	edocs.berkeley@firstam.com
Owner:	Nichols
Property:	1461 9th Street Berkeley, CA 94710

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

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

Buyer _____ Date _____

Buyer _____ Date _____

17 Pages

Dated as of September 17, 2007 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

1998 ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance and ALTA Expanded Coverage Residential (EAGLE) Loan Policy (10/13/01) if the land described is an improved residential lot or condominium unit on which there is located a one-to-four family residence; or ALTA Standard Owner's Policy 2006 (WRE 06-17-06) and the ALTA Loan Policy 2006 (06-17-06) if the land described is an unimproved residential lot or condominium unit

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

DAVID G. NICHOLS AND ALDRINNA NICHOLS, HUSBAND AND WIFE AS JOINT TENANTS

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2007-2008, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Assessment liens collected with the general and special taxes disclosed by the reflection of the following on the tax roll:

Community Facilities District - CFD#1 DISASTER FIRE PROTECTION
4. Any and all offers of dedication, conditions, restrictions, easements, fenceline/boundary discrepancies, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description.

5. A deed of trust to secure an original indebtedness of \$302,500.00 recorded OCTOBER 20, 2003 as INSTRUMENT NO. 2003623241 of Official Records.
Dated: OCTOBER 07, 2003
Trustor: DAVID G. NICHOLS AND ALDRINNA LU, HUSBAND AND WIFE
Trustee: FIDELITY NATIONAL TITLE INSURANCE COMPANY
Beneficiary: WELLS FARGO HOME MORTGAGE, INC.
6. A deed of trust to secure an original indebtedness of \$238,000.00 recorded AUGUST 28, 2007 as INSTRUMENT NO. 2007314352 of Official Records.
Dated: AUGUST 20, 2007
Trustor: DAVID G NICHOLS AND ALDRINNA NICHOLS, HUSBAND AND WIFE AS JOINT TENANTS
Trustee: JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
Beneficiary: JPMORGAN CHASE BANK, N.A.

The above deed of trust states that it secures a line of credit. Before the close of escrow, we require evidence satisfactory to us that (a) all checks, credit cards or other means of drawing upon the line of credit have been surrendered to escrow, (b) the borrower has not drawn upon the line of credit since the last transaction reflected in the lender's payoff demand, and (c) the borrower has in writing instructed the beneficiary to terminate the line of credit using such forms and following such procedures as may be required by the beneficiary.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. General and special taxes and assessments for the fiscal year 2006-2007.

First Installment:	\$2,514.85, PAID
Penalty:	\$0.00
Second Installment:	\$2,514.85, PAID
Penalty:	\$0.00
Tax Rate Area:	13-000
A. P. No.:	059-2330-021

2. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence known as 1461 9th Street, Berkeley, California.

3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
4. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded AUGUST 28, 2007 as INSTRUMENT NO. 2007314351 of Official Records.

From: DAVID G. NICHOLS AND ALDRINNA NICHOLS, WHO ACQUIRED PROPERTY AS ADRINNA LU, HUSBAND AND WIFE

To: DAVID G. NICHOLS AND ALDRINNA NICHOLS, HUSBAND AND WIFE AS JOINT TENANTS

5. Short term rate applies.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Berkeley, County of Alameda, State of California, described as follows:

THE NORTHERN 19.50 FEET, FRONT AND REAR MEASUREMENTS OF LOT 32, AND THE SOUTHERN 16.50 FEET, FRONT AND REAR MEASUREMENTS OF LOT 33 IN BLOCK 42, AS SAID LOTS AND BLOCK ARE SHOWN ON THE 'MAP OF TRACT 'B' OF BERKELEY L.T.I. ASSOCIATION', FILED FEBRUARY 4, 1876, IN BOOK 19 OF MAPS, PAGE 79, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

APN: 059-2330-021

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

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

EXCLUSIONS FROM COVERAGE

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

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

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or

created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters: (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on: (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure: (a) to timely record the instrument of transfer; or (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992

EXCLUSIONS FROM COVERAGE

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

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

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use	* land division
* improvements on the land	* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:

- * a notice of exercising the right appears in the public records on the Policy Date
- * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
- 3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- 4. Failure to pay value for your title.
- 5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation), 15 (Building Permit), 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

a. building	b. zoning
c. land use	d. improvements on the land
e. land division	f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

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

Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 14: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$10,000.00
Covered Risk 15: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00

Covered Risk 18: 1% of Policy Amount or \$2,500.00 (whichever is less) \$5,000.00

12. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8 (e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification.
 This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**13. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
EXCLUSIONS FROM COVERAGE

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

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

15. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 14 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

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

or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE**

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

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

**17. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 16 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

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

"You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between **May 19, 1995 and October 8, 2002**. If you had more than one qualifying transaction, you may be entitled to multiple discounts. If your previous transaction involved the same property that is the subject of this Preliminary Report, you do not have to do anything; First American will provide the discount directly to you within a few weeks, not through your closing. If your previous transaction involved property different from the property that is the subject of your current transaction, you must inform First American of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount. Please mail to Claims Administrator, 2 First American Way, Santa Ana, CA 92707.

Unless you inform First American of the prior transaction on a property that is not the subject of this transaction, First American has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide First American information concerning a prior transaction, First American is required to determine if you qualify for a discount."

"Escrow Services" shall be defined as either title premium or escrow fee payable by you in connection with this transaction. In the event you are entitled to a credit but are not responsible for paying either a title premium or an escrow fee at the close of this transaction, then no credit can be given.

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ASSESSORS MAP 59

Code Area No. 13-000

2330

Map of Tract "B" of the Berkeley Land and Town Improvement Association (B.L.T.I.A., 1919 P. 79) 2333 Scale 1 in = 30 ft.

59 / 15-2



Revised: 1-28-11

