



*954 Keeler Avenue  
Berkeley*

PROPERTY REPORTS AND DISCLOSURES

The GRUBB Co.  
REALTORS

HELENE BARKIN

510.652.2133/424

hbarkin@grubbco.com

**Listing Agent: Helene Barkin**

**Property Address: 954 Keeler Avenue, 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. Metroscan Property Profile, 1 page
2. Real Estate Transfer Disclosure Statement dated 12/6/07, 3 pages
3. Listing Agent's Inspection Disclosure Supplement dated 1/4/08, 2 pages
4. Seller's Addendum to the Transfer Disclosure Statement dated 1/5/08, 1 page
5. Seller's List of Home Improvements dated 1/14/08, 1 page
6. Sellers' Supplement to Real Estate Transfer Disclosure Statement dated 11/29/07, 4 pages
7. Supplemental Statutory and Contractual Disclosure dated 12/6/07, 1 page
7. Berkeley Ordinance Disclosure, 4 pages
8. East Bay Regional Point of Sale Ordinance Addendum, 5 pages
9. Explanation of Agency Disclosure, Liquidated Damages, and Arbitration of Disputes, 3 pages
10. Water Heater and Smoke Detector Statement of Compliance, 1 page
11. Lead-Based Paint and Lead-Based Paint Hazards Disclosure, 2 pages
12. Receipt for the Environmental Hazards and Earthquake Safety Booklet, 1 page
13. Notice of Your "Supplemental" Property Tax Bill, 1 page
14. Square Footage and Appraisal Advisory, 1 page
15. Disclosure Regarding Real Estate Agency Relationships (Listing Agent & Seller), 2 pages
16. Hold Harmless Pest dated 12/6/07, 1 page

  
\_\_\_\_\_  
Seller Seller Buyer Buyer

Property Address: 954 Keeler Avenue, Berkeley

CURRENT REPORTS

- 1. Mitts Termite Inspection Report dated 11/28/07, 8 pages
- 2. JCP Report dated 12/14/07, 27 pages
- 3. CA Property Tax Disclosure Report dated 12/14/07, 14 pages
- 4. Kruse Heating Work Order dated 10/1/07, 1 page
- 5. Environmental Services, INC Inspection dated 1/26/07, 1 page
- 6. RECO Certificate of Compliance dated 12/11/07, 1 page
- 7. Sewer Lateral Certificate of Compliance dated 12/31/07, 1 page
- 8. Dan Szumski Engineering Inspection Report dated 1/7/08, 2 pages
- 9. First American Preliminary Title Report dated 11/6/07, 18 pages

The undersigned acknowledge timely receipt of the above referenced documents.

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

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

Date \_\_\_\_\_

Seller [Signature] \_\_\_\_\_

Date 1/16/07

Seller Quinfa Boneris trustee 42 degrees trust

Date 01-16-2008

Listing Agent Helle B \_\_\_\_\_

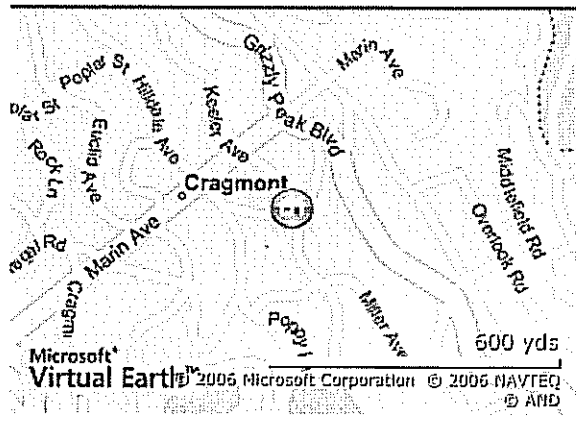
Date 01-17-2008



Associated Docs 0

- H** Address (not Property) History
- T** Tax **TI** Tax Insight
- M** Map **Q** Quick Info

Virtual Tour:  
 Print/E Mail This Listing:  
 Board: BERKELEY



**954 KEELER AVENUE BERKELEY 94708-1441 2301 \$1,075,000**  
**RESIDENTIAL Detached New 40318040 SP:**

Dir: MARIN>KEELER Bldr/A: Beds: 4 # of Units: SqFt: 1974 / Public Records  
 Cross St: MARIN AVENUE Model: MEDITERRANEAN Baths: 2 / 0 %OwnOcc: \$/SqFt: \$544.58  
 D/N/S: NORTH BERKELEY Style: Mediterranean # Rms: 9 Unit's Flr: Lot Ac: 0.13  
 TB Map: 609H5 # Assoc Docs: 0 Story: Other Yr Blt: 1934 TIC%: Pool: No Lot SF: 5580  
 Complex: Const: Existing  
 Unit Info: Subdiv:  
 Pets:  
 Sales Ofc:

**M Level:** 2 Bedrooms, 1 Bath, Main Entry, Other  
**U Level:** **L Level:** 2 Bedrooms, 1 Bath, Laundry Facility, Other  
**Rooms:** Family Room, Formal Dining Room, Utility Room, Other  
**Kitchen:** Counter - Stone, Dishwasher, Gas Range/Cooktop, Microwave, Refrigerator, Self-Cleaning Oven, Skylight(s)  
**Ba Non-Mstr:** Shower Over Tub, Stall Shower, Tile, Tub, Updated Baths  
**Mstr Bath:** **Fireplace:** 2 / Brick, Family Room, Living Room, Woodburning  
**Heat:** Forced Air 1 Zone **Garage:** 1 / Attached Garage, Int Access From Garage  
**Cool:** None **Flooring:** Hardwood Floors, Tile, Wall to Wall Carpeting  
**Equipment:** DSL/Modem Line, Electronic Air Cleaner, Fire Alarm System, Security Al... **Laundry:** Dryer, In Laundry Room, Washer  
**Lot:** Down Slope, Regular **Wtr/Sewr:** Sewer System - Public, Water - Public  
**Exterior:** Stucco **Pool:** None  
**Roof:** Tile **Foundatn:** Crawl Space  
**View:** Bay, Bay Bridge, City Lights, Downtown, San Francisco **Disabled:** Other  
**Yard Desc:** Back Yard, Deck(s), Front Yard, Garden/Play, Patio Enclosed, Sprinklers Automatic, Sprinklers Back, Sprinklers Front  
**SchoolDist:** Berkeley (510) 644-6504 **Elem:** Call School District **Jr Hi:** Call School District **Sr Hi:** Call School District

**Homeowner's Association**  
**HOA:** No Name: **Fee:** **Pd:** **Trans Fee:** **Lit Pend:**  
**Fee Inc:** **Docs:**  
**Amen:**

**Remarks** **Confidential Remarks**  
 Gracious Mediterranean retreat with divine Bay views. The living room has vaulted ceilings, there is a remodeled kitchen, 4BR's & large family room with fireplace. Large deck and lovely large garden great for entertaining! 2 of the bedrooms are conveniently located on street level.  
 NSTT 1/17. Sq. ft. not verified or guaranteed by Sellers or Listing Agent. Pls put alarm on again after showing hse. Fountain in front court yard stays w/ home at COE. Back yard sprinkler system is partially automatic.

**List Type:** Excl Right **CSO:** 2.5 **D/VComp:** No **List Ser:** Full Service **APN:** 063297000800  
**Disclosure:** Other - Call/See Agent **POS:** Yes **City Tr Tax:** Yes **Poss:** COE, Negotiable  
**Terms:** CASH, CONV **Inspect/Rpts:** Other  
**Occupied:** Owner **Name:** JENNIFER & BRAD / **Occ Ph** **24 Hrs:** Yes **Lockbox?:** Yes / FRONT  
**Show:** CALL, LV MSG 1hr NOTICE,GO **Zoning:** 1001

**Listed:** HELENE BARKIN - (510) 652-2133 ext. 424 **THE GRUBB CO. INC. - Off (510) 652-2133**  
**HBARKIN@GRUBBCO.COM** **Fax(510) 652-0114**

**Sold By:** **Market:** 1/14/2008  
**Orig List \$:** \$1,075,000 **Sale \$/Orig \$:** **%Last List \$:** **Sale \$/Last \$:** **% Sale \$/SF:** \$ **Pend:**  
**Sale Credits:** **Pro/Act COE:**  
**Prepared By:** AMY SMITH **Off Mrkt:**  
**01/14/200...** **© 2008 BEAR, CCAR, EBRD.** This information is deemed reliable, but not guaranteed. **DOM:** 0

= METROSCAN PROPERTY PROFILE =  
Alameda (CA)

OWNERSHIP INFORMATION

Parcel Number :063 2970 008 00  
Owner :42 Degrees Trust  
CoOwner :  
Site Address :954 Keeler Ave Berkeley 94708  
Mail Address :954 Keeler Ave Berkeley Ca 94708  
Owner Phone :  
Tenant Phone :

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

SALES AND LOAN INFORMATION

Transferred	:03/12/2007	Loan Amount	:
Document	:101745	Lender	:
Sale Price	:	Loan Type	:
Deed Type	:Gift	Interest Rate	:
% Owned	:100	Vesting Type	:Corporation

ASSESSMENT AND TAX INFORMATION

Land	:\$276,973	Exempt Type	:
Structure	:\$646,270	Exempt Amount	:
Other	:	Incorporated	:Yes
Total	:\$923,243	Tax Rate Area	:13000
% Improved	:70	07-08 Taxes	:\$13,003.40

PROPERTY DESCRIPTION

Map Grid :609 H5  
Census :Tract :4215.00 Block :2  
Land Use :110 Res,Single Family Residence

PROPERTY CHARACTERISTICS

TotalRms	:8	Pool	:	Lot Acres	:.13	Bldg Matl	:Frame
Bedrooms	:4	Units	:1	Lot SqFt	:5,580	Bldg Shape	:L-shape
Bathrooms	:2.0	Bldg Num	:1	Bldg SqFt	:1,974	Bldg Class	:7.0
Stories	:1	Elevator	:No	Year Blt	:1934	View Qual	:
Unit Flr	:	Garage	:Garage	Eff YrBlt	:1934	Topography	:



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**REAL ESTATE TRANSFER DISCLOSURE STATEMENT**  
(CALIFORNIA CIVIL CODE §1102, ET SEQ)  
(C.A.R. Form TDS, Revised 10/03)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Berkeley, COUNTY OF Alameda, STATE OF CALIFORNIA, DESCRIBED AS 954 Keeler Berkeley Ca 94705, Berkeley

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) 12/10/07. 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: MUTTS REMOTE CONTROL ROBOT 11/28/07

**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 checked="" type="checkbox"/> Microwave   |
| <input checked="" type="checkbox"/> Dishwasher                                  | <input type="checkbox"/> Trash Compactor   | <input checked="" type="checkbox"/> Garbage Disposal                                    |
| <input 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 checked="" type="checkbox"/> Fire Alarm <u>PART OF SECURITY SYSTEM, MTHY REC</u> |
| <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 type="checkbox"/> Number Remote Controls _____                                   |
| <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 type="checkbox"/> Window Screens   |  |   |

Exhaust Fan(s) in BATHROOMS 220 Volt Wiring in LAUNDRY ROOM Fireplace(s) in BEDROOM/LIVING ROOM  
 Gas Starter  Roof(s) Type: TILE Age: NOV, 1999 (approx.)

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): AIR VENT OVER KITCHEN/LIVING ROOM CAN HAVE RAIN BLOWN IN WHEN WEATHER IS EXTREMELY WINDY - CURRENT OWNER DID NOT HAVE ANY ISSUES WITH THIS.

(\*see footnote on page 2)  
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 TDS REVISED 10/03 (PAGE 1 OF 3)

Buyer's Initials ( ) ( )  
 Seller's Initials (EB) (910)  
 Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



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

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

Property Address: 954 Keeler Berkeley Ca 94705 Berkeley

Date: 12/6/07

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

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

(Describe: SOME WINDOWS STICK + DON'T OPEN EASILY ; SOME SLOPING / SETTLEMENT ON FLOORS.

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): SOME SETTLEMENT, SEE SZUMSKI ETC REPORTS

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 [Signature] TRUSTEE 42 DEGREES TRUST Date 12/6/07  
 Seller Jennifer Bowers TRUSTEE 42 DEGREES TRUST Date 12/6/07

Buyer's Initials ( ) ( )  
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Property Address: 954 Keeler Berkeley Ca 94705, Berkeley

Date: 12/10/07

**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 addendum

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

By [Signature] Date 12/10/07  
(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) \_\_\_\_\_  
(Please Print)

By \_\_\_\_\_ Date \_\_\_\_\_  
(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 Brad Bowers Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller Jennifer Bowers Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

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

By \_\_\_\_\_ Date \_\_\_\_\_  
(Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) \_\_\_\_\_  
(Please Print)

By \_\_\_\_\_ Date \_\_\_\_\_  
(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.  
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Published by the California Association of REALTORS®

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





The GRUBB Co.  
REALTORS

SUPPLEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Berkeley, COUNTY OF Alameda, STATE OF CALIFORNIA, DESCRIBED AS 954 Keeler. THIS STATEMENT IS A DISCLOSURE OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 2079 OF THE CIVIL CODE AS OF January 4, 2008. 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 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. The hardwood floors show settling throughout the house.
2. The kitchen door going to the side of the house has a bolt lock that is keyed on the inside. This is a fire hazardous situation. There is a cat door cut in to the wood panel of this kitchen door at the base.
3. Listing Agents visual inspection was done during a heavy storm; agent noticed that water came in under the door on to the tile at the lower level. In the bedroom adjacent there were two drips of water coming down from the base of the window.
4. The garage floor has some stains and cracks on the concrete floor.
5. The garage door is manually operated.
6. There is some cracking in the plaster walls in various parts of the home; also some cracking on the wall to the left of the front door entering the large bedroom on the top level.
7. In the smaller bedroom on the upper level, there is a wire coming through the middle of the wall to the right of the entry door. Seller says she believes it is the alarm system wire.
8. Closet windows on the upper level do not open.

Page 1 of 2

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_

Seller:  RIVER 42 Degree Street

Seller:  RIVER 42 Degree Street

# The GRUBB Co.

REALTORS

Page 2 of 2 of Listing Agents Transfer Disclosure Statement on 954 Keeler Berkeley

- 9. Lower bath has rocks at the back of the tub, not tiles.
- 10. Water heater was not strapped on date agent did visual inspection.
- 11. There are conduits or pipes running along the wall and ceiling of the larger bedroom on the lower level that may contain electrical wires. Agent does not know what these conduits/pipes contain or what purpose they serve.
- 12. There are some areas in front of the home that has cracks in the concrete sidewalk

THE GRUBB CO., BY  
(AGENT NAME)



Helene Barkin January 4, 2008

(SELLING/BUYING AGENT) AGENT, BY \_\_\_\_\_

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

Date: 01-07-2008

Buyer: \_\_\_\_\_

Seller: [Signature] RIVER 42 Degree Trust

Buyer: \_\_\_\_\_

Seller: Jen Bowers trustee 42 degree trust

Addendum to transfer Disclosure Statement 954 Keeler Avenue

- Door bell not operable.
- Downstairs bedroom lower left and upper right windowpane's recently replaced and has not been caulked yet. Drips of water coming in due to extremely heavy storm (noticed for the first time ever on 1/4/08.)
- During heavy storm with high winds, drips of water entered through the door at base of the stairs where the tile is. Some repairs have been made to the door to correct this, although not fully repaired under heavy rain conditions.


Trustee  
42 Degrees Trust  
 Seller Date 1/4/08


Trustee  
42 Degrees Trust  
 Seller Date 1-4-08

---

Buyer                      Date    Buyer                      Date

Home improvements to 954 Keeler Avenue

- Installed new energy-efficient furnace and electronic air-cleaning device
- Revamped home's entire electric system to bring up to current standards
- Installed motion-sensitive gas shut-off valve
- Landscaped front yard and installed new drip system
- Landscaped backyard, partial sprinkler system in lawn area only
- Planted organic vegetable garden in backyard
- Installed new carpet in downstairs (August 2007)
- Installed custom-made Roman shades in living room, dining room and lower bedroom
- Security System installed (requires monthly fee for monitoring)

Maurye B. Brown Trust 42 Degrees Trust Trustee - 42 Degrees Trust 1-14-08  
Seller Date 01-14-2008 Seller Date

Buyer Date Buyer Date

SELLER'S SUPPLEMENT TO  
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address: 954 Keeler Avenue, Berkeley

Seller(s) Name: Brad and Jennifer Bowrie

As of: (Date) 11/29/07

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 type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Any spark arrestors which have been installed on fireplace chimneys? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Any animals kept on the property? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Any stains, odor or damage caused by animals kept on the property, including floors, carpets, walls, etc.? .....      | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Any pools or spas that do not have fencing to meet current safety codes? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Any abandoned tanks or systems (i.e., fuel oil, gas, oil, septic, leach fields)? .....                                | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. Any presently connected tanks, septic systems or leach lines? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Any quality problems with the home's water supply (contamination, sediment, discoloration, odor or pressure)?         | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Any leaks, back-ups or recurring blockages in any sewer drainlines? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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) .....
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? .....

Location(s) & Date: FRIEND'S OWNER INDICATED THAT WITH RAIN + SPONGE WILDS, RAIN WATER MAY COME IN FROM VENT OF ROOF. ADVISED TO CHANGE VENT CAP. CURRENT OWNER DID NOT HAVE ANY ISSUES SEE DISCLOSURE STATEMENT.  
Describe & Date any Specific Corrective Repairs that were made: attached addendum to supplement to sellers

13. Regarding driveway or private access:
- (a) Any shared or common driveway, access or road? .....
  - (b) Any written or oral agreement to maintain driveway or road? .....
  - (c) Any forthcoming easements? .....
  - (d) Any easements not of public record? .....
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 .....
  - (b) Settling, slippage, landslides or other soil problems. SEE STANISLAV & REBECCA REYS IN DISCLOSURE FILE.
  - (c) Recurrent or unusual odor problems .....
  - (d) Contaminated soil or ground water .....
  - (e) Any criminal activity such as violent crimes, theft, burglary or illegal drug activity? .....
- Describe: \_\_\_\_\_

15. Proximity to any of the following:
- (a) Pending real estate development in the area (such as condominiums, planned unit development, subdivisions or property for commercial, industrial, sport, educational or religious use) .....
  - (b) Proposed or approved changes in public or private facilities including highway or road construction .....
16. Any current violations of the Covenants, Conditions and Restrictions (CC&R)s? .....
17. Any deaths on the property in the last three years? .....
18. Any bonds and/or assessment obligations which are currently due that are not a part of the property tax bill? .....
19. Any disease which affects trees or plants on the property or within two hundred feet of property? .....
20. Any restrictions on the use of the premises other than those disclosed in writing? .....

Seller's Initials JB/JS / Buyer's Initials ( ) ( )  
Page 1 of 4

Revised  
11/29/07

SELLER'S SUPPLEMENT TO  
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address 954 Keeler Avenue, 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)?  Yes  No  Don't Know
22. Any problems with retaining walls (such as leaning, bulging or cracking)?  Yes  No  Don't Know
23. Any problems with existing underground sprinkler systems?  Yes  No  Don't Know
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?  Yes  No  Don't Know  
(a) If yes, please describe and give location \_\_\_\_\_  
(b) If present, was the sump pump or drainage system installed with permit?  Yes  No  Don't Know *N/A*
25. Any damp soil and/or standing water in the sub area (under any building)?  Yes  No  Don't Know
26. Any standing, collecting or ponding water on the property at any time?  Yes  No  Don't Know  
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?  Yes  No  Don't Know  
If yes, for each repair, replacement or ongoing maintenance, explain: SEWER LATERAL REPAIR BEING DONE ALONG WITH INSTALLATION OF A SECOND CLEAN OUT FOR BERKELEY RES.
28. Any concealed hardwood floors?  Yes  No  Don't Know  
If yes, which rooms? DEN/STAIRS, SMALL BEDROOM  
What is the condition of the floors? GOOD
29. Any insulation?  Yes  No  Don't Know
30. Any vapor or moisture barrier(s) (i.e., plastic covering) in the sub area or any other location?  Yes  No  Don't Know
31. Is water directed away from structure? (i.e., drainage system, splash blocks, or other method)  Yes  No  Don't Know  
If yes, please describe DRAINAGE SYSTEM
32. Any multiple dwelling units included in this sale?  Yes  No  Don't Know  
If yes, number of units \_\_\_\_\_ Number of legal units \_\_\_\_\_
33. Is a current 3R report available?  Yes  No  Don't Know
34. Any Homeowner's insurance claims in the last 5 years?  Yes  No  Don't Know
35. Any water-related insurance claims in the last 5 years?  Yes  No  Don't Know

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 checked="" 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 (JB) / Buyer's Initials (\_\_\_\_) (\_\_\_\_)

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

Property Address 954 Keeler Avenue, 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 checked="" type="checkbox"/>     | <input type="checkbox"/>            | <input type="checkbox"/> |
| 8. If held in a Trust or Estate, have all Trustees or Administrators signed the Listing Agreement? .....  | N/A <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 checked="" type="checkbox"/> | <input 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 (AGB) / Buyer's Initials (\_\_\_\_) (\_\_\_\_)

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

Property Address 954 Keeler Avenue, 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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.

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.

*[Signature]*  
Seller  
Date 12/6/07  
TRUSTEE 42 DEGREES TRUST

*[Signature]*  
Seller  
Date 12/6/07  
TRUSTEE 42 DEGREES TRUST

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 954 Keeler Berkeley Ca 94705, 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. B. An Order from a government health official identifying the Property as being contaminated by methamphetamine... C. Whether the Property is located in or adjacent to an "industrial use" zone... D. Whether the Property is affected by a nuisance created by an "industrial use" zone... E. Whether the Property is located within 1 mile of a former federal or state ordnance location... F. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision... G. Insurance claims affecting the Property within the past 5 years... H. Matters affecting title of the Property... I. Material facts or defects affecting the Property not otherwise disclosed to Buyer... 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 [Signature] TRUSTEE 42 DEGREES TRUST Brad Bowers Date 12/6/07
Seller [Signature] TRUSTEE 42 DEGREES TRUST Jennifer Bowers Date 12/6/07

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) Grubb Company, Helene Barkin
By [Signature] Date 12/6/07
Agent (Broker Obtaining the Offer) \_\_\_\_\_ Date \_\_\_\_\_
By \_\_\_\_\_ Date \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



SSD REVISED 4/06 (PAGE 1 OF 1)

SUPPLEMENTAL STATUTORY AND CONTRACTUAL DISCLOSURES (SSD PAGE 1 OF 1)

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

Dated \_\_\_\_\_ between the Buyer(s) \_\_\_\_\_  
and Seller(s) Brad and Jennifer Bowers relating to property located at  
954 Keeler Avenue, 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](http://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:**

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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 JB / Buyer's Initials ( ) ( )


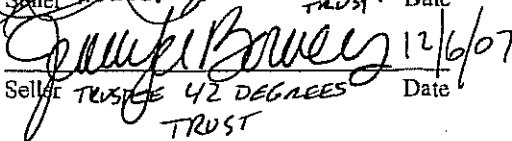
1960 Mountain Boulevard, Oakland, CA 94611  
3070 Claremont Avenue, Berkeley, CA 94705

Property located at 954 Keeler Avenue, Berkeley

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.

  
Seller TRUSTEE 42 DEGREES TRUST Date 12/6/07  
  
Seller TRUSTEE 42 DEGREES TRUST Date 12/6/07

\_\_\_\_\_  
Buyer 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 17<sup>th</sup>, 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-28*.) 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

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.

EAST BAY REGIONAL POINT OF  
SALE ORDINANCE  
ADDENDUM

Dated \_\_\_\_\_ between the Buyer(s) \_\_\_\_\_  
and Seller(s) Brad and Jennifer Bowers relating to  
the property located at 954 Keeler Avenue, 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 JB / Buyer's Initials ( ) ( )

Property located at 954 Keeler Avenue, 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 GRB / Buyer's Initials ( ) ( )

Property located at 954 Keeler Avenue, 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 EGP / Buyer's Initials ( ) ( )



Property located at 954 Keeler Avenue, 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:***

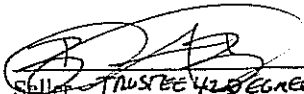
- Compliance:** A shutoff valve has been installed at the Gas Meter, and Shutoff valves have also been installed before each gas fired appliance at the subject property. All work has been performed with a Plumbing Permit and Seller warrants the subject property is in compliance.

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

Property located at 954 Keeler Avenue, 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.

 Seller - TRUSTEE 42 DEGREES TRUST	<u>12/6/07</u> Date	_____	_____
<u>Quynh Bowers</u> Seller - TRUSTEE 42 DEGREES TRUST	<u>12/6/07</u> Date	_____	_____
		Buyer	Date
		Buyer	Date

Property Address: 954 Keeler Avenue, Berkeley

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 Brokcrage 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 SB/JP / Buyer's Initials ( ) ( )

Property Address: 954 Keeler Avenue, 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 BA / Buyer's Initials ( ) ( )

Property Address: 954 Keeler Avenue, 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](http://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.

  
Seller TRUSTEE 42 DEGREES TRUST Date 12/6/07

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

  
Buyer TRUSTEE 42 DEGREES TRUST Date 12/6/07

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



Property Address: 954 Keeler Berkeley Ca 94705, Berkeley

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

**WATER HEATER STATEMENT OF COMPLIANCE**

- 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 §19211d). Although not specifically stated, the statute requiring a statement of compliance does not appear to apply to a property installed and bolted tankless water heater for the following reasons: There is no tank that can overturn; Pre-engineered strapping kits for such devices are not readily available; and Bolting already exists that would help avoid displacement or breakage in the event of an earthquake.
- 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.
- 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.
- 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 *[Signature]* TRUSTEE 42 DEGREES TRUST Brad Bowers Date 12/6/07  
(Signature) (Print Name)  
Seller *[Signature]* Jennifer Bowers Date 12/6/07  
(Signature) TRUSTEE 42 DEGREES TRUST (Print Name)

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

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) (Print Name)  
Buyer \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) (Print Name)

**SMOKE DETECTOR STATEMENT OF COMPLIANCE**

- 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, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations. (Health and Safety Code §13113.8).
- LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke detector requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector requirements for your property.
- TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors.
- EXCEPTIONS:** Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
- 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]* TRUSTEE 42 DEGREES TRUST Brad Bowers Date 12/6/07  
(Signature) (Print Name)  
Seller *[Signature]* Jennifer Bowers Date 12/6/07  
(Signature) TRUSTEE 42 DEGREES TRUST (Print Name)

The undersigned hereby acknowledge(s) receipt of a copy of this document.

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) (Print Name)  
Buyer \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) (Print Name)

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



WHSD REVISED 11/07 (PAGE 1 OF 1)

**WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (WHSD PAGE 1 OF 1)**

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



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:

\_\_\_\_\_ ("Property") in which \_\_\_\_\_ is referred to as Buyer or Tenant and \_\_\_\_\_ is referred to as Seller or Landlord.

954 Keeler Berkeley Ca 94705, Berkeley

Brad Bowers, Jennifer Bowers

**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:

\_\_\_\_\_  
N/A  
\_\_\_\_\_

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:

\_\_\_\_\_  
N/A  
\_\_\_\_\_

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.

Brad Bowers trustee 42 Degrees Trust 11/12/07  
Seller or Landlord Brad Bowers Date

Jennifer Bowers trustee 42 Degrees Trust 11/22/07  
Seller or Landlord Jennifer Bowers Date

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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.

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

By Helene B — 11/23/07  
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.

	Date		Date
Buyer or Tenant		Buyer or Tenant	

**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 \_\_\_\_\_

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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: 954 KEELER AVE, BERKELEY CA 94708

Date 12/6/07 Time 4:57 p [Signature] TAYLOR YL BRAD BOWERS  
(signature) (printed name)  
DEBBIE TRUS

Date 12/6/07 Time 4:57 p [Signature] TAYLOR YL JENNIFER BOWERS  
(signature) (printed name)  
DEBBIE TRUS

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).

Official C.A.R. \* Publication 12/04

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).

Official C.A.R. \* Publication 12/04



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

Name of Buyer(s) \_\_\_\_\_
Property Address 954 Keeler Berkeley

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 \_\_\_\_\_

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

**Square Footage and Appraisal  
Advisory**

**Property Address:** 954 Keeler Avenue, 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.**


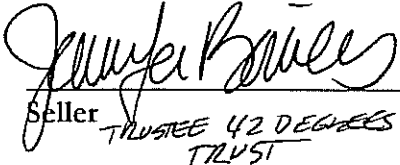
Please note that any appraisal contingency is for the purpose of determining VALUE only, not size or condition of the property.

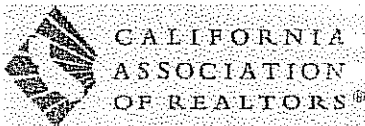
You have a right to a copy of your appraisal. Your appraisal is the property of your lender and you. Your appraisal will have a calculation of Gross Living Area that may or may not have any relationship to the actual permitted, habitable area of the property.

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, 4<sup>th</sup> 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.**

_____	_____		TRUSTEE 42 DEGREES TRUST	12/6/07
Buyer	Date	Seller		Date
_____	_____		TRUSTEE 42 DEGREES TRUST	12/6/07
Buyer	Date	Seller		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 Trustee 42 Degrees Trust Date 11/22/07

Buyer  Seller James Barber Trustee 42 Degrees Trust Date 11/22/07

Agent Grubb Co DRE Lic. # 11/22/07

By Helene Barkin Real Estate Broker (Firm) DRE Lic. # \_\_\_\_\_ Date 11/22/07

(Salesperson or Broker-Associate)

**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.

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 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



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 from 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 of 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 ( ) ( )  
Seller's Initials ( ) ( )  
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**HOLD HARMLESS AGREEMENT  
PEST CONTROL**

Dated: 12/6/07 for property located at 954 Keeler Avenue, Berkeley, by  
and between \_\_\_\_\_, as Buyer(s)  
and Brad and Jennifer Bowers, as Seller(s).

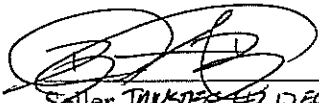
The undersigned buyers have agreed to assume full responsibility for Structural Pest Control Work (AKA: Termite Clearance) after close of escrow. Further, buyer acknowledges that they are aware that if the completion of the work is delayed, more damage could occur and therefore costs for repairs and clearance could exceed the quote by Mitts Termite Control, Inc, Dated 11/28/07 in the amount of \$6,225 for section I and in the amount of \$0 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.**

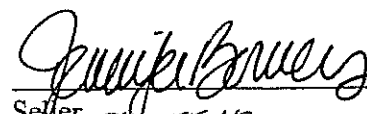
Further, in order to obtain a notice of work completed / Pest Control Certification ("clearance"), a pest control company will have to be employed to inspect and "clear" the property and will charge an inspection fee of approximately \$150-\$225 and will note in said written "clearance" that work was 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:*

 12/6/07  
Seller TRUSTEE 42 DEBATES TRUST Date

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

 12/6/07  
Seller TRUSTEE 42 DEBATES TRUST Date

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

# WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

BUILDING NO 954	STREET, CITY, STATE, ZIP Keeler Avenue, Berkeley CA 94708	Date of Inspection 11/28/2007	No. of Pages 6
--------------------	--	----------------------------------	-------------------

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

Firm Registration No. PR 0655	Report No. 27293	Escrow No.
Ordered By: Brad Bowers 954 Keeler Avenue Berkeley, CA 94708	Property Owner/Party of Interest Brad Bowers 954 Keeler Avenue Berkeley, CA 94708	Report Sent To: The Grubb Company 1960 Mountain Blvd. Oakland, CA 94611 Attn: Helene Barkin

COMPLETE REPORT      
 LIMITED REPORT      
 SUPPLEMENTAL REPORT      
 REINSPECTION REPORT

General Description: Two-story single family dwelling on concrete foundations with stucco exteriors	Inspection Tag Posted: Basement area marked JM
	Other Inspection Tags: None noted

An inspection has been made to 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      
 Drywood Termites      
 Fungus/Dryrot      
 Other Findings      
 Further Inspection

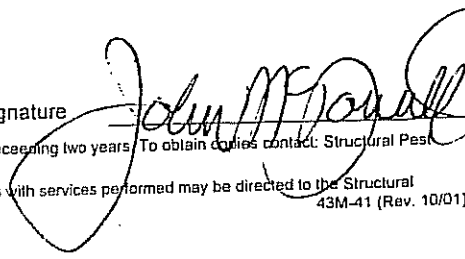
If any of above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.

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

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

*8 pages*

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 Ave., Ste. 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, or (800) 737-8188 or www.pestboard.ca.gov.

43M-41 (Rev. 10/01)

954

Keeler Avenue, Berkeley CA 94708

11/28/2007

27293

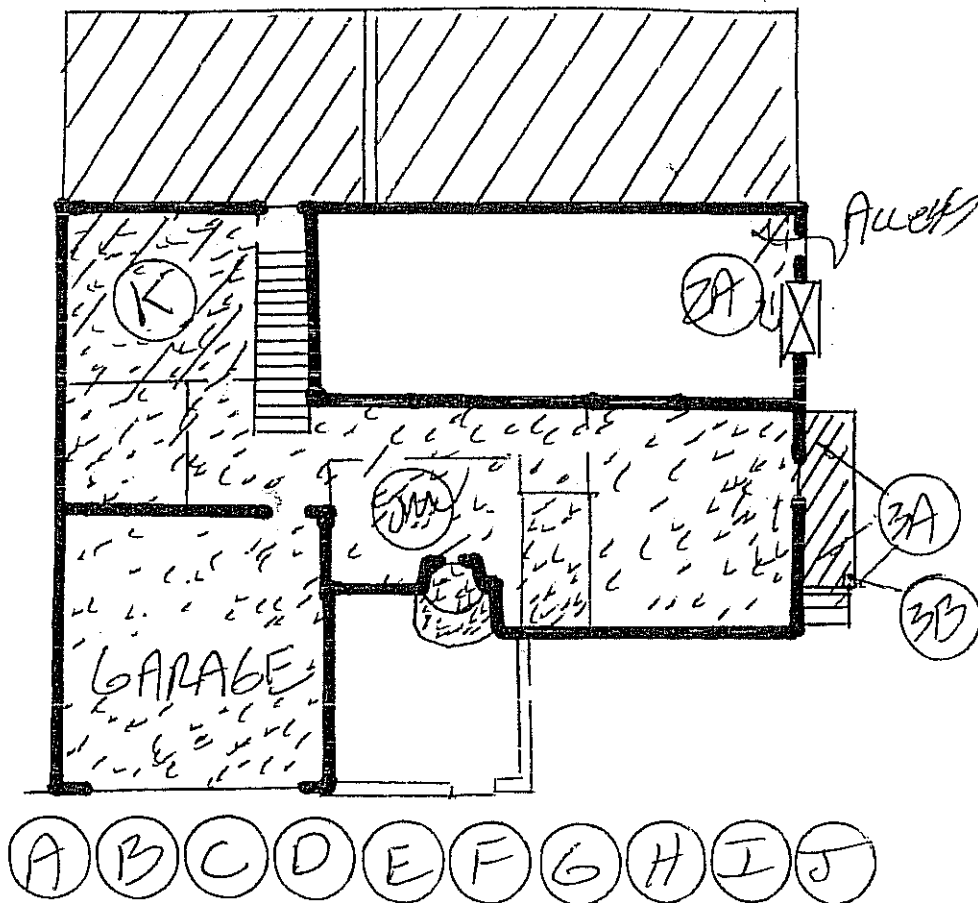
BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO

DIAGRAM NOT TO SCALE





954

Keeler Avenue, Berkeley CA 94708

11/28/2007

27293

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 any one 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.

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Keeler Avenue, Berkeley CA 94708

11/28/2007

27293

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

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.

THE EXTERIOR SURFACES OF THE ROOF WILL 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 INFESTATIONS 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.

□

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Keeler Avenue, Berkeley CA 94708

11/28/2007

27293

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

**FOUNDATIONS:**

ITEM 2A The foundation along the area indicated is faulty with interior grade levels resulting in some minor decay and past termite activity.

**RECOMMENDATION:** Install a steel reinforced concrete cap over existing foundation with new pressure treated foundation sills secured.

**NOTE: AT THIS TIME DUE TO THE FACT NO LIVE TERMITE ACTIVITY COULD BE DETECTED NO CHEMICAL TREATMENT IS NECESSARY AT THIS TIME. PERIODIC INSPECTIONS ARE ADVISED.**

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

**PORCHES-STEPS-DECKS-PATIOS:**

ITEM 3A Scattered damage by decay and fungus was noted to the upper wood constructed balcony deck and steps.

**RECOMMENDATION:** Remove deck and steps and reconstruct with new materials utilizing pressure treated subframing with spaced 2x6 redwood decking boards and step treads. Handrails are to be built to comply with local building codes.

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

**NOTE:** UPON OBTAINING A BUILDING PERMIT SHOULD THE CITY REQUIRE ADDITIONAL DRAWINGS THERE WILL BE AN ADDITIONAL CHARGE FOR SAME.

ITEM 3B This 4x6 support post below the balcony deck is damaged by decay.

**RECOMMENDATION:** Remove and replace with a new post of comparable construction detail.

\*\*\*\*\* This is a Section 1 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.

B. The kitchen floor is ceramic tile and the counter top is granite slab.

C. The upstairs hall bathroom floor is tile and the stall shower is ceramic tile over a finished ceiling.

D. The downstairs hall bathroom floor is tile and has a claw legged tub.

E. The downstairs utility room floor is ceramic tile.

F. Others have performed repairs to the structure. Mitts Termite Control does not guarantee the quality, workmanship or materials used by others. Further information or guarantees being desired concerning these repairs should be obtained from the present homeowner or contractor performing same.

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Keeler Avenue, Berkeley CA 94708

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BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

G. Test openings were not made through exterior stucco due to lack of any outward indication of leaks or problems and/or sufficient roof overhang. However this is not a guarantee that problems do not exist. Should test openings be desired they would be done upon request and for a cost estimate of \$175.00. Test openings are only made in homes with exterior stucco.

H. 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.

I. 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.

J. 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.

K. In the downstairs utility room others have installed a tiled over wooden floor which is over concrete slab. All framing below is inaccessible and no outward indication of problems noted.

**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 (510) 525-1028 Fax

## WORK AUTHORIZATION CONTRACT

Address of Property: 954 Keeler Avenue, Berkeley CA 94708  
Inspection Date: 11/28/2007  
Report #: 27293  
Title Co. & Escrow #: Escrow #

SECTION 1	SECTION 2	FURTHER INSPECTION
2A \$ 975.00		
3A \$ 4950.00		
3B \$ 300.00		

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

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

We Authorized the Following Section 1 Items to be Performed.	We Authorized the Following Section 2 Items to be Performed.	We Authorized the Following Items for Further Inspection.
<u>2A, 3A, 3B</u>		
Proposed Cost Section 1: <u>\$6,225.00</u>	Proposed Cost Section 2: <u>\$0.00</u>	Proposed Cost Fur.Insp.: <u>\$0.00</u>
	Permit & Fees <u>\$ 475.00</u>	
	Smoke Detectors <u>\$ 150.00</u>	
	Total - All Sections: <u>\$6,850.00</u>	

**NOTICE TO OWNERS:** Under California Mechanics Lien Law any structural pest control company which contracts to do work for you any contractor, subcontractor, 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." 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

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

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

**WORK AUTHORIZATION CONTRACT**

Address of Property: 954 Keeler Avenue, Berkeley CA 94708  
Inspection Date: 11/28/2007  
Report #: 27293  
Title Co. & Escrow #: 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 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 described above.

Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

Telephone # \_\_\_\_\_  
Telephone # \_\_\_\_\_



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

Property Address: 954 KEELER AVE,  
BERKELEY, ALAMEDA County, CA  
("Property")

APN: 063-2970-008  
Report Date: 12/14/2007  
Report Number: 203294

## 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 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 2696 of the Public Resources Code.

Yes (Landslide Zone)  X  Yes (Liquefaction Zone) \_\_\_\_\_

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 \_\_\_\_\_ Date \_\_\_\_\_

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, Sr. Vice President  Date  12/14/2007  Rept. No. 203294  
JCP Property Disclosure Reports

Transferee represents that he/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 - Tax Disclosure Report

Statutory Form

# JCP Property Disclosure | MAP COVER PAGE

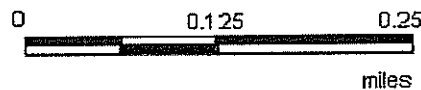
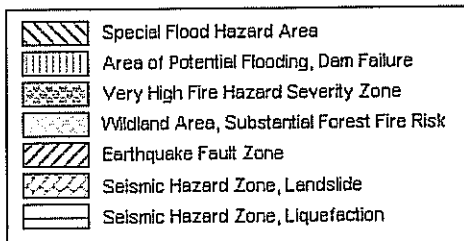
## Natural Hazard Disclosure Report

Property Address: 954 KEELER AVE,  
 BERKELEY, ALAMEDA County, CA

APN: 063-2970-008  
 Report Date: 12/14/2007  
 Report Number: 203294



 Subject Property



*This map is provided for convenience only to show the approximate location of the Property and is not based on a field survey.*

This COMPREHENSIVE REPORT contains the Natural Hazard Disclosure Report and the California Property Tax Report. If you would like to also order an environmental report (EnviroCheck™ Report), please contact Customer Service at (800)748-5233

THIS REPORT PROVIDES THE STATUTORY DISCLOSURES MANDATED BY CALIFORNIA CIVIL CODE SECTION 1103.2 AND DELIVERY OF THIS REPORT AND THE EXECUTED STATUTORY FORM IS SUFFICIENT TO MEET THE SAFE HARBOR FOR THE SELLER AND SELLER'S AGENT. THIS REPORT ALSO CONTAINS OTHER IMPORTANT DISCLOSURES AND INFORMATION. SELLER AND SELLER'S AGENT MAY HAVE ADDITIONAL RESPONSIBILITIES FOR CERTAIN DISCLOSURES WITHIN THEIR ACTUAL KNOWLEDGE.





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

Property Address: 954 KEELER AVE ,  
BERKELEY, ALAMEDA County, CA  
("Property")

APN: 063-2970-008  
Report Date: 12/14/2007  
Report Number: 203294

## Summary Declaration of Liability Provisions

JCP Property Disclosure Reports ("JCP" or "The Company"), a division of First American Natural Hazard Disclosures LLC and a member of The First American Family of Companies, 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      Scott Roecklein, Sr. Vice President      Date: 12/14/2007



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

Property Address: 954 KEELER AVE ,  
BERKELEY, ALAMEDA County, CA  
("Property")

APN: 063-2970-008  
Report Date: 12/14/2007  
Report Number: 203294

## The JCP Report™

Map Cover Page  
Statutory Form  
Confirmation of Coverage

Parties: The parties for whom this Report was prepared are the owner(s) of the Property on the Report Date ("Seller"), the buyer of the Property under contract of sale as of the Report Date ("Buyer") and their respective licensed real estate agents ("Agents"). Seller, Buyer and the Agents are sometimes referred to herein as "Party" or "Parties."

## CONTENTS

This Report includes (i) a Statutory Form, (ii) a Determination Summary and Index (following page) showing the disclosure determinations specific to the Property provided in detail in Sections 1 through 3, inclusive, and (ii) the Methods and Limitations (Section 4). This Report is not complete if any one of these components is missing. Additional information may also be included after Section 4 in the form of addendums which are provided as an accommodation and are not an official part of this Report.

SECTION	TITLE	PURPOSE
	Statutory Form <b>SIGNATURES REQUIRED</b>	The Statutory Form as required by California Civil Code § 1103 (the "Law")
	Determination Summary	Summary of all determinations for the Property.
1.	Statutory Determinations and Discussion Summary	The statutory disclosures applicable to the Property as required by California Civil Code § 1103 (the "Law").
2.	County & City Determinations and Discussion Summary	County and city level disclosures.
3.	Other Disclosures and Advisories	Additional disclosures specific to the Property and important advisories and notices dealing with potential general concerns related to home ownership in California but not specific to the Property.
4.	Methods and Limitations <b>(IMPORTANT)</b>	A summary explanation of the methods used to make the disclosure determinations and limitations on liability.

**THIS IS A PUBLIC RECORD REPORT ONLY:** This Report only provides information concerning the Property derived from the Public Records identified in this Report. While JCP has made good faith efforts to report from the Public Records as accurately as possible, the quality, accuracy, and currency of the information contained in these Public Records can vary greatly. For more information regarding a specific disclosure and the related Public Record, please read Sections 1 through 3, inclusive, of this Report.

**NOT AN INSPECTION REPORT:** This Report is not the same thing as a physical inspection report nor a full environmental or geological assessment report. JCP has not physically inspected the Property. This Report only summarizes the information from the specified Public Records.

**LIABILITY PROTECTIONS:** Upon consummation of the sale of the Property to Buyer ("Sale Date"), the Parties involved in that sale are protected against loss caused by any error in this Report as specified in the section below entitled "Methods and Limitations."



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

Property Address: 954 KEELER AVE ,  
BERKELEY, ALAMEDA County, CA  
("Property")

APN: 063-2970-008  
Report Date: 12/14/2007  
Report Number: 203294

**NOT AN INSURANCE POLICY:** This Report is a binding contract but is not an insurance policy. The price charged for the Report does not cover the costs that would be necessary to provide all of the protections of an insurance policy.

## DETERMINATION SUMMARY

This Report discloses the results of a review of specified officially adopted maps and other government records ("Public Records") containing the information applicable to the Property. For a detailed explanation as to the meaning of each of the disclosures and the reporting standards used to make the determinations, please refer to the Disclosure Explanations in the specific Section and Page as indicated.

## SUMMARY AND INDEX OF DISCLOSURES AND ADVISORIES

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

### SECTION 1 SUMMARY

#### State Level Statutory Zone Disclosures

#### Determination

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 2
	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	IN	See Section 1 Page 3
	A SEISMIC HAZARD LIQUEFACTION ZONE	NOT IN	See Section 1 Page 3

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

### SECTION 2 SUMMARY

#### County Level Zone Disclosures

FAULT	MNA	See Section 2 Page 1
LANDSLIDE	IN	See Section 2 Page 1
SOILS	BED	See Section 2 Page 1

#### City Level Zone Disclosures

FIRE HAZARD	IN	See Section 2 Page 3
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# JCP Property Disclosure Reports The JCP Natural Hazard Disclosure Report FOR ALAMEDA COUNTY

Property Address: 954 KEELER AVE ,  
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## SECTION 3 SUMMARY

### 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 INFLUENCE AREA	NOT IN	See Section 3 Page 3
AIRPORT NOISE DISCLOSURE	NOT WITHIN	See Section 3 Page 4
Megan's Law		See Section 3 Page 5
San Francisco Bay Conservation and Development Commission Disclosure	NOT IN	See Section 3 Page 6
California Energy Commission Duct Sealing & Testing	NOT IN	See Section 3 Page 7

#### Advisories

Methamphetamine Contaminated Property Disclosure Advisory	See Section 3 Page 8
Mold Advisory	See Section 3 Page 8
Radon Advisory	See Section 3 Page 9
Endangered Species Advisory	See Section 3 Page 10



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

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## SECTION 1

### JCP STATUTORY MAP READING DETERMINATIONS AND DISCUSSIONS SUMMARY

The statutory Natural Hazard Disclosure Statement attached to this Report is completed in accordance with California law which mandates that if any portion of the Property is located within the zone that the form indicate that the Property is "IN" the zone. Below more detailed information is provided to better inform and educate the Parties.

---

#### ◦ ◦ ◦ SPECIAL FLOOD HAZARD AREA ◦ ◦ ◦

##### DETERMINATION:

The Property is NOT IN a Special Flood Hazard Area. The Property is IN a FEMA-designated Flood Zone C.If the property is located in or partially in any Zone A or V, in certain circumstances some lenders may be required by federal law to have homeowners purchase and maintain flood insurance.

**DISCUSSION:** Property in a Special Flood Hazard Area (any type of Zone "A" or "V" as designated by the Federal Emergency Management Agency ("FEMA")) 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. According to FEMA, a home located within a SFHA has a 26% chance of suffering flood damage during the term of a 30-year mortgage. 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 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.

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

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

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

**REPORTING STANDARD:** "IN" shall be reported if any portion of the Property is located within a Special Flood Hazard Area ("SFHA," defined as any type of Zone "A" or "V" flood zone) as designated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within a SFHA as delineated in the Public Record. **Note:** If the Property is subject to a Letter of Map Amendment ("LOMA") or a Letter of Map Revision ("LOMR") issued by FEMA, a copy of the LOMA or LOMR must be attached to the Natural Hazard Disclosure Statement ("NHDS") or appropriate disclosure statement. The Company is not always able to determine if the Property is subject to a LOMA or a LOMR. Even if such information is available to the Company, the Company is unable to attach a copy of the LOMA or LOMR to the NHDS. If Seller is aware that the Property is subject to a LOMR or a LOMA, the Seller shall attach a copy to the NHDS and notify the Company.

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#### ◦ ◦ ◦ AREA OF POTENTIAL FLOODING (DAM FAILURE) ◦ ◦ ◦

##### DETERMINATION:

The Property is Not in an area of potential dam inundation.

**DISCUSSION:** Local governmental agencies, utilities, and owners of certain dams are required to prepare and submit inundation maps for review and approval by the California Office of Emergency Services ("OES"). A property within an Area of Potential Flooding Caused by Dam Failure is subject to potential flooding in the event of a sudden and total dam failure with a



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full reservoir. Such a failure could result in property damage and/or personal injury. However, dams rarely fail instantaneously and reservoirs are not always filled to capacity. Please note that not all dams (such as federally controlled dams) located within the state have been included within these dam inundation zones. Also these maps do not identify areas of potential flooding resulting from storms or other causes.

**PUBLIC RECORD:** Official dam inundation maps or digital data thereof made publicly available by the State of California Office of Emergency Services ("OES") pursuant to California Government Code §8589.5.

**REPORTING STANDARD:** "IN" shall be reported if any portion of the Property is located within an area of potential inundation as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within a mapped area of potential inundation as delineated in the Public Record.

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## ◦ ◦ ◦ VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ) ◦ ◦ ◦

**DETERMINATION:**

The Property is Not in a very high fire hazard severity zone.

**DISCUSSION:** VHFHSZs can be defined by the California Department of Forestry and Fire Protection ("CDF") as well as local fire authorities within "Local Responsibility Areas" where fire suppression is the responsibility of a local fire department. Properties located within VHFHS Zones may have a higher risk for fire damage and, therefore, may be subject to (i) additional construction requirements such as a "Class A" roof for new construction or replacement of existing roofs; and (ii) additional maintenance responsibilities such as adequate vegetation clearance near the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety .Contact the local 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 § 51178.

**REPORTING STANDARD:** "IN" shall be reported if any portion of the Property is located within an area of potential inundation as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within a mapped area of potential inundation as delineated in the Public Record.

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

**DETERMINATION:**

The Property is Not in a wildland-state responsibility area.

**DISCUSSION:** The State Board of Forestry classifies all lands within the State of California based on various factors such as ground cover, beneficial use of water from watersheds, probable damage from erosion, and fire risks. Fire prevention and suppression in all areas which are not within a Wildland - State Responsibility Area ("WSRA") is primarily the responsibility of the local or federal agencies, as applicable.

For property located within a WSRA, please note that (1) there may be substantial forest fire risks and hazards; (2) except for property located within a county which has assumed responsibility for prevention and suppression of all fires, it is NOT the state's responsibility to provide fire protection services to any building or structure located within a WSRA unless the Department has entered into a cooperative agreement with a local agency; and (3) the property owner may be is subject to (i) additional construction requirements such as a "Class A" roof for new construction or replacement of existing roofs; and (ii) additional maintenance responsibilities such as adequate vegetation clearance near the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices.



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The existence of local agreements for fire service is not available in the Public Record and, therefore, is not included in this disclosure. For very isolated properties with no local fire services there may be significant fire risk or only seasonal fire services. If the Property is located within a WSRA, please contact the local fire department for more detailed information.

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

**REPORTING STANDARD:** "IN" shall be reported if any portion of the Property is located within a Wildland – State Responsibility Area ("WSRA") as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within a mapped WSRA as delineated in the Public Record.

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## ◦ ◦ ◦ EARTHQUAKE FAULT ZONE ◦ ◦ ◦

### DETERMINATION:

The Property is 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 ("EF Zone") does not necessarily have a fault trace existing on the site. EF Zones are areas or bands delineated on both sides of known active earthquake faults. EF Zones vary in width but average one-quarter (1/4) mile in width with the "typical" zone boundaries set back approximately 660 feet on either side of the fault trace. 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.

**REPORTING STANDARD:** "IN" shall be reported if any portion of the Property is located within an Earthquake Fault Zone ("EF Zone") as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within an EF Zone as delineated in the Public Record.

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## ◦ ◦ ◦ SEISMIC HAZARD MAPPING ACT ZONE ◦ ◦ ◦

### DETERMINATION:

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

**DISCUSSION:** Official Seismic Hazard Zone ("SH Zone") maps delineate Areas of Potential Liquefaction and Areas of Earthquake-Induced Landsliding. A property that lies partially or entirely within a designated SH Zone may be subject to requirements for site-specific geologic studies and mitigation before any new or additional construction may take place.

Liquefaction Hazard Zones are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a soil phenomenon that can occur when loose, water saturated granular sediment within 40 feet of the ground surface, are shaken in a significant earthquake. The soil temporarily becomes liquid-like and structures may settle unevenly. The Public Record is intended to identify areas with a relatively high potential for liquefaction but not to predict the amount or direction of



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liquefaction-related ground displacement, nor the amount of damage caused by liquefaction. The many factors than control ground failure resulting from liquefaction must be evaluated on a site specific basis.

**Earthquake-Induced Landslide Hazard Zones** are areas where the potential for earthquake-induced landslides is relatively high. Areas most susceptible to these landslides are steep slopes in poorly cemented or highly fractured rocks, areas underlain by loose, weak soils, and areas on or adjacent to existing landslide deposits. The CGS cautions these maps do not capture *all* potential earthquake-induced landslide hazards and that earthquake-induced ground failures are not addressed by these maps. Furthermore, no effort has been made to map potential run-out areas of triggered landslides. It is possible that such run-out areas may extend beyond the zone boundaries. An earthquake capable of causing liquefaction or triggering a landslide may not uniformly affect all areas within a SH Zone.

**PUBLIC RECORD:** Official seismic hazard maps or digital data thereof approved by the State Geologist and issued by the California Department of Conservation, California Geological Survey pursuant to California Public Resources Code §2696.

**REPORTING STANDARD:** "IN" shall be reported for Seismic Hazard Zone - Area of Potential Liquefaction if any portion of the Property is located within said Area as delineated in Public Record. "NOT IN" shall be reported for if no portion of the Property is within an Area of Potential Liquefaction as delineated in the Public Record. Likewise, "IN" shall be reported for Seismic Hazard Zone - Area of Earthquake-Induced Landsliding if any portion of the Property is located within said Area as delineated in Public Record. "NOT IN" shall be reported for if no portion of the Property is within an Area of Earthquake-Induced Landsliding as delineated in the Public Record. "Map Not Available" shall be reported in areas not yet evaluated by the governing agency according to the Public Record. Please note that "Map Not Available" will be applicable to most portions of the state Official Seismic Hazard Zone ("SH Zone") maps delineate Areas of Potential Liquefaction and Areas of Earthquake-Induced Landsliding. A property that lies partially or entirely within a designated SH Zone may be subject to requirements for site-specific geologic studies and mitigation before any new or additional construction may take place.





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## 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 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 Property is:

This Property is:

- in a county-designated landslide deposit
- map not available for county fault
- in bed for county soils

**NOTE:** If the Property 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 may be material facts that should be disclosed to Buyer 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 included in this Report.

#### 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



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**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.

**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.



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## CITY OF BERKELEY GEOLOGIC AND SEISMIC ZONES

### DETERMINATION:

Based on the officially adopted city-level Seismic Safety Element natural hazard maps, the Property is:

This Property is:

- 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



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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>

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 than 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 ◦ ◦ ◦



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## SECTION 3

### OTHER DISCLOSURES AND ADVISORIES

#### FORMER MILITARY ORDNANCE SITE DISCLOSURE

**DETERMINATION:**

The Property is NOT WITHIN one (1) mile of a Formerly Used Defense (FUD) site containing military ordnance.

**DISCUSSION:** California Civil Code §1102.15 requires the seller of residential real property who has actual knowledge of any "Former Ordnance Locations" (former state or federal ordnance locations which have been identified by an agency or instrumentality of the federal or state government as an area once used for military training purposes which may contain potentially explosive munitions) within the "neighborhood area" (defined as within one (1) mile of the residential real property) to give written notice of that knowledge to buyer as soon as practicable before transfer of title.

Besides former military sites which may have contained ordnance, other sites can include sites with industrial waste (such as fuels), ordnance or other warfare materiel, unsafe structures to be demolished, or debris for removal. California Civil Code §1102 only requires disclosure of those sites containing unexploded ordnance. "Military ordnance" is any kind of munitions, 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.

**NOTE:** Active military bases are NOT eligible FUD Sites; however, portions of currently active facilities that were previously operated or owned by DOD may be reported. In some rare cases the Public Record may not effectively differentiate those divested Sites and may as a result include the currently operated facility within the study area for that Site.

**PUBLIC RECORD:** Data contained in Inventory Project Reports, Archives Search Reports, and related materials produced for, and made publicly available in conjunction with, the Defense Environmental Restoration Program for Formerly Used Defense Sites by the U.S. Army Corps of Engineers. Sites for which no map has been made publicly available shall not be disclosed.

**REPORTING STANDARD:** "IN" shall be reported if one or more facility identified in the Public Record is situated within a one (1) mile radius of the Property. The name of that facility shall also be reported. "NOT IN" shall be reported if no facility identified in the Public Record is situated within a one (1) mile radius of the Property.

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#### COMMERCIAL OR INDUSTRIAL ZONING DISCLOSURE

**DETERMINATION:**

The Property IS within one (1)-mile of a parcel of real property that is zoned for industrial or commercial use.

**DISCUSSION:** Pursuant to California Civil Code §1102.17, the seller of residential real property who has actual knowledge that his/her property is affected by or zoned to allow commercial or industrial use (as defined in California Code of Civil Procedure § 731a) shall give written notice of that knowledge to the buyer as soon as practicable before transfer of title. The Code of Civil Procedure § 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."



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The "Commercial/Industrial Zoning Disclosure" made in this Report DOES NOT purport to determine whether the 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 Property.

The disclosure in this Report only identifies if a parcel of real property exists within one (1) mile of the Property that is zoned to allow for commercial or industrial use. It is very common that the vicinity around a home will have one or more properties that are zoned for commercial or industrial use such as restaurants, gasoline stations, convenience stores, golf courses, country club etc.

**PUBLIC RECORD:** Based on publicly-available hardcopy and/or digital zoning and land use records for California cities and counties.

**REPORTING STANDARD:** "IN" shall be reported if one or more property identified in the Public Record as "commercial," "industrial," or "mixed use" is situated within a one (1) mile radius of the Property. Please note that an airports facility that may be classified as public use facility in the Public Record will be reported as "commercial/industrial" in this disclosure. "NOT IN" shall be reported if no property classified by Public Record as "commercial," "industrial," or "mixed use" is situated within a one (1) mile radius of the Property.



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## AIRPORT INFLUENCE AREA DISCLOSURE

### DETERMINATION:

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 California Civil Code §1102.6a(d). Most facilities for which an Airport Influence Area (also referred to as an "Airport Referral Area") has been designated are included on the "California Aeronautical Facilities, Airports & Heliports, (FAA) 5010 Airport Master Records" 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 Master Records 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 included in materials provided by the ALUC or other designated government body. If Seller has actual knowledge of an airport in the vicinity of the Property that is not disclosed in this Report, and that information is material to the Property, Seller should disclose such information in writing to Buyer.

**NOTE:** Proximity to an airport does not necessarily mean that a property is exposed to significant aviation noise levels. Alternatively, there may be properties exposed to aviation noise that are more than two (2) miles from an airport. Factors that affect the level of aviation noise can include weather, aircraft type and size, frequency of aircraft operations, airport layout, flight patterns or nighttime operations. Aviation noise levels can vary seasonally or change if airport usage changes.

**PUBLIC RECORD:** Based on officially adopted land use maps and/or digital data made publicly available by the governing ALUC or other designated government body. If the ALUC or other designated government body has not made publicly available a current officially adopted airport influence area map, then California law states that "a written disclosure of an airport within two (2) statute miles shall be deemed to satisfy any city or county requirements for the disclosure of airports in connection with transfers of real property."

**REPORTING STANDARD:** "IN" shall be reported along with the facility name(s) and the "Notice of Airport in Vicinity" if any portion of the Property is situated within either (a) an Airport Influence Area as designated on officially adopted maps or digital data or (b) a two (2) mile radius of a qualifying facility for which an official Airport Influence Area map or digital data has not been made publicly available by the ALUC or other designated governing body. "NOT IN" shall be reported if no portion of the Property is within either area.



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## AIRPORT NOISE DISCLOSURE

### DETERMINATION:

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

**DISCUSSION:** California Civil Code §1102.17 requires the seller(s) of residential 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.

*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.*

The *Airport Noise Compatibility Planning Program* is voluntary and not all airports have elected to participate. Furthermore, 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. Buyer 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 may 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.

**PUBLIC RECORD:** 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.

**REPORTING STANDARD:** "IN" shall be reported if any portion of the Property is situated within a 65 decibel Community Noise Equivalent Level contour identified in the Public Record. "NOT IN" shall be reported if no portion of the Property is situated within a 65 decibel Community Noise Equivalent Level contour identified in the Public Record.





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

Property Address: 954 KEELER AVE ,  
BERKELEY, ALAMEDA County, CA  
("Property")

APN: 063-2970-008  
Report Date: 12/14/2007  
Report Number: 203294

## 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](http://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](mailto:meganslaw@doj.ca.gov)

### Local Information Locations For The 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 the local law enforcement department to investigate availability.

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

*The following are the law enforcement departments in the county where the Property is located which 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 agreement to the DOJ's terms of use on the web page.



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## 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/>

**PUBLIC RECORD:** Vector digital rendition of the official "California Building Climate Zone Map" made publicly available by the California Energy Commission ("CEC").

**REPORTING STANDARD:** "WITHIN" shall be reported if the Property is situated within climate zone 2 or any climate zone 9 through 16 as designated in the Public Record. These are areas wherein duct sealing is "prescriptively required when an air conditioner or furnace is replaced and when new ducts are added or ducts are altered in an existing home." "NOT WITHIN" shall be reported if the Property is situated in climate zone 1 or any climate zones 3 through 8 as designated in the Public Record.



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## 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 §103.4 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.

**PUBLIC RECORDS:** 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) made publicly available by BCDC and that certain Memo entitled "Guidance on Determining Commission Jurisdiction Pursuant to Senate Bill 1568" issued by BCDC in February 2005 and posted on the BCDC website ("BCDC Memo").

**REPORTING STANDARD:** "WITHIN" shall be reported if any portion of the Property is situated within an areas mapped by BCDC or is within the 100-foot shoreline band. "COULD BE WITHIN" shall be reported if any portion of the Property is situated within one-quarter (1/4) mile of either an area mapped by BCDC or the 100-foot shoreline band. "NOT WITHIN" shall be reported if no portion of the Property is situated within an area that would otherwise be reported as either "WITHIN" or "COULD BE WITHIN."



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## 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 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 should 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. No testing or inspections of any kind have been performed by The Company. Any use of this form is acknowledgement and acceptance that The Company 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](http://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.



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## 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 or state law or regulation requires a seller or seller's agent to disclose threatened or endangered species or critical habitats, or to otherwise 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 investigating the existence of threatened or endangered species, or designated critical habitats, on or in the vicinity of the Property 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](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](http://www.fws.gov/carlsbad/CFWO_Species_List.htm)



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## 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*.



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## SECTION 4

### METHODS AND LIMITATIONS

This section will summarize (a) the methods used in creating this Report, (b) the limitations with respect to the determination and the Public Record, and (c) the responsibilities and liabilities of JCP under this Report. Please read this section to fully understand the limitations of this Report and JCP's responsibilities.

#### A. LIMITATIONS ON PUBLIC RECORD INFORMATION AND THIS REPORT

JCP has accurately reported the information in the Public Records with respect to the Property as of the Report Date. With respect to the Public Records, it is important to understand that:

- The Public Records may not be accurate, current, fully detailed, or complete.
- A parcel of real property may be affected by hazards that have not been identified in the Public Records.
- There may be other governmental Public Records with relevant information which are not included in this Report.
- JCP does not make any representations as to:
  - The significance or extent of any hazard disclosed.
  - Any related health or risk of the hazard to humans or animals or how they may affect the Property.
  - The drinking water sources for the Property.
  - Any information regarding the Property after the Report Date.

#### B. REPORTING STANDARDS

The Reporting Standards utilized by JCP in making each determination are specified in the Disclosure Explanations (Sections 1 through 3, inclusive) of this Report. If the Property is near the state border, hazards which may be in the adjoining state or nation are not disclosed in this Report. Where appropriate, JCP may use the assessor's rolls, cadastral-type maps, photographic enlargements of maps and various cartographic techniques to locate the site on the appropriate map. The respective determination is made as accurately as reasonably possible using these 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. If the Public Record is not of sufficient accuracy or scale that a reasonable person can determine if the Property is within a delineated hazard area or zone, "IN" or "YES" will be reported for the corresponding disclosure.

If the Property is situated within a condominium project or planned unit development, and if the Property has an undivided fee interest in the common area of said project or development, "IN" or "YES" will be reported for the corresponding disclosure if any portion of that common area is situated within the specified hazard area or zone, *even if the primary lot comprising the Property is not directly affected by that hazard area or zone.* If "IN" or "YES" is reported, the association or owner of such a project or development should be contacted to determine if adequate liability insurance is in place for such hazard(s). Likewise, "IN" or "YES" will be reported if the Property is situated within a mobile home park and if any portion of that park is situated within a specified hazard area or zone, even if the primary lot comprising the Property is not directly affected by that hazard area or zone.

#### C. NOT AN INSPECTION REPORT

JCP does not perform a physical examination or any testing of the Property. This Report only provides information electronically derived from the specific Public Record identified for each disclosure in the Disclosure Explanation (Sections 1 through 3, inclusive) of this Report. This Report should not be considered a substitute for an on-site environmental and/or geological or engineering assessment. If additional information is desired, the Parties are encouraged to investigate other sources and to consult an environmental expert, a geologist, an engineer or other expert.

#### D. CHANGES TO PUBLIC RECORD AFTER REPORT DATE

The Parties are advised that the Public Records may change after the Report Date and JCP is not responsible for advising the Parties of any changes to the determinations that may occur after the Report Date. As a courtesy, JCP will update this Report at no cost during the transaction process for which this Report was issued, if requested.



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## E. ONLY THE PARTIES MAY RELY ON THIS REPORT

This Report is valid, the Parties may rely on the Report, and a contract is formed with JCP, only upon receipt by JCP of payment of the full price of the Report. This Report may be relied upon only by the Parties to the transaction for which it has been purchased. This Report cannot be relied upon (a) by any persons other than the Seller, the Buyer and their Agents, (b) for any other real property, (c) for any future transactions involving the Property, or (d) for any real property which is not 1-4 family residential property. The price paid for the Report does not include any amounts for protection of such other parties.

## F. ERRORS AND OMISSIONS INSURANCE

JCP maintains errors and omissions insurance. As of the Report Date, JCP has \$20M aggregate in errors and omissions insurance.

## G. LIMITATIONS ON JCP'S LIABILITY

JCP is not responsible for:

- Any inaccuracies or incompleteness of the information in the Public Records.
- Inaccurate address information provided for the Property.
- Any other information not contained in the specified Public Records as of the Report Date.
- Any information which would be disclosed by a physical inspection of the Property.
- Any information known by one of the Parties.
- The health or risk to humans or animals that may be associated with any of the disclosed hazards.
- The costs of investigating or remediating any of the disclosed hazards.

*This Report is not an insurance policy* and does not provide the same protections as an insurance policy. The price of this Report has been established with the understandings of the responsibilities of JCP as set forth in this Section. The premium for an insurance policy would be significantly greater than the cost of this Report. The Parties acknowledge that claims for damages beyond actual losses can significantly increase the costs of Reports and make prompt resolution of claims more difficult. In order to induce JCP to provide this Report for the price charged, and to help streamline the process of resolving any disputes between the Parties and JCP, the Buyer, Seller and Agents agree that if there is a material error or omission in this Report:

- The Party who suffers damages as a result of such error or omission shall be entitled at most to recover from JCP the actual proved damages measured by the difference in the fair market value of the Property as of the Report Date, caused by the error or omission but not in excess of sale price of the Property to the Buyer. The Party making such claim must notify JCP promptly of such claim, take no action which will adversely affect JCP's liability or defenses to such claim and the Party must fully cooperate with JCP in the defense of such claim. The Party shall cooperate with providing reasonable evidence of the claim as requested by JCP.
- JCP shall not be liable for indirect, consequential, personal injury, physical damage or punitive damages (including, but not limited to, emotional distress or pain and suffering).
- JCP will defend the Parties regarding a claim made in accordance with the foregoing provisions. JCP shall have the right to choose the legal counsel and control the defense of such claim as it reasonably determines.
- JCP shall be subrogated to all rights of the claiming Party against anyone including, but not limited to, another Party who had actual knowledge of a matter and failed to disclose it to the other Parties in writing prior to the Sale Date.

## H. SELLER AND SELLER'S AGENT'S RESPONSIBILITY OF FULL DISCLOSURE

Sellers of real property and their agents should always fully disclose all material facts regarding the real property which they are selling. Regardless of the information in this Report, if Seller or Seller's Agent has any actual knowledge of hazards potentially affecting the Property, that information should be promptly disclosed in writing to the Buyer and the Buyer's Agent.



# California Property Tax Disclosure Report™

Property Address: 954 KEELER AVE ,  
BERKELEY, ALAMEDA COUNTY, CA

APN: 063-2970-008  
Report Date: 12/14/2007  
Report Number: 203294

## California Property Tax Disclosure Report™

The parties for whom this Report was prepared are the owner of the Residential Property on the Report Date ("Seller"), the buyer of the Residential Property under contract of sale as of the Report Date ("Buyer") and their respective licensed real estate agents ("Agents"). Seller, Buyer and the Agents are sometimes referred to herein as "Party" or "Parties."

### PART 1. INTRODUCTION AND SUMMARY:

This Report discloses the results of an electronic search of specified government lists ("Databases") containing real property tax information concerning the Residential Property. To understand the information provided, please read this entire Report.

#### The Residential Property:

- A. IS  IS NOT  Subject to one or more Mello-Roos Community Facilities Districts.
- B. IS  IS NOT  Subject to one or more 1915 Bond Act Assessment Districts.
- C. IS  IS NOT  Subject to other direct assessments.

For more detailed information as to the foregoing determinations, please review Part 2 and Part 3.

**THIS IS A DATABASE REPORT ONLY:** This Report only provides information from the Databases identified in this Report. While FANHD has made good faith efforts to report from the Databases as accurately as possible, the quality, accuracy, and currency of the information contained in these Databases can vary greatly. For more information regarding a specific Database, please read Part 2 of this Report.

**LIABILITY PROTECTIONS:** Upon consummation of the sale of the Residential Property to Buyer ("Sale Date"), the Parties involved in that sale are protected against loss caused by an error in this Report as specified in Part 8 entitled "Methods and Limitations." The Parties understand that this is a report product and not an insurance policy.

*This Report satisfies Seller's obligations to disclose (a) Mello-Roos and 1915 Act Bond Assessments applicable to the Residential Property as required by California Civil Code Section 1102.6b, and (b) Supplemental Taxes as required by California Civil Code Section 1102.6c.*

### BUYER'S ACKNOWLEDGEMENT

I (we) acknowledge that I (we) have received and read a complete copy of this California Property Tax Disclosure Report™.

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_



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## I. OTHER AGREEMENTS

This Report sets forth the complete, integrated agreement between JCP and the Parties. Evidence of prior or contemporaneous statements, representations, promises or agreements shall not be admissible to vary the terms of this written agreement. This agreement may not be changed or amended except by a written document signed by an authorized representative of JCP and the Parties. In the event that any dispute arises between JCP and any Parties arising out of or relating to this Report or its subject matter, or any act or omission of JCP, the prevailing party shall be entitled to recover his, her or its reasonable costs, including attorneys' fees, from the losing party.