FAX TO ANY EMAIL ADDRESS

The GRUBB Co.

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Underline all boxes that contain numbers

1. Enter email address(es) below 2. When hand printing, copy characters EXACTLY as above
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V11

Notes:

2012 Delaware Street
Part 1 of 2

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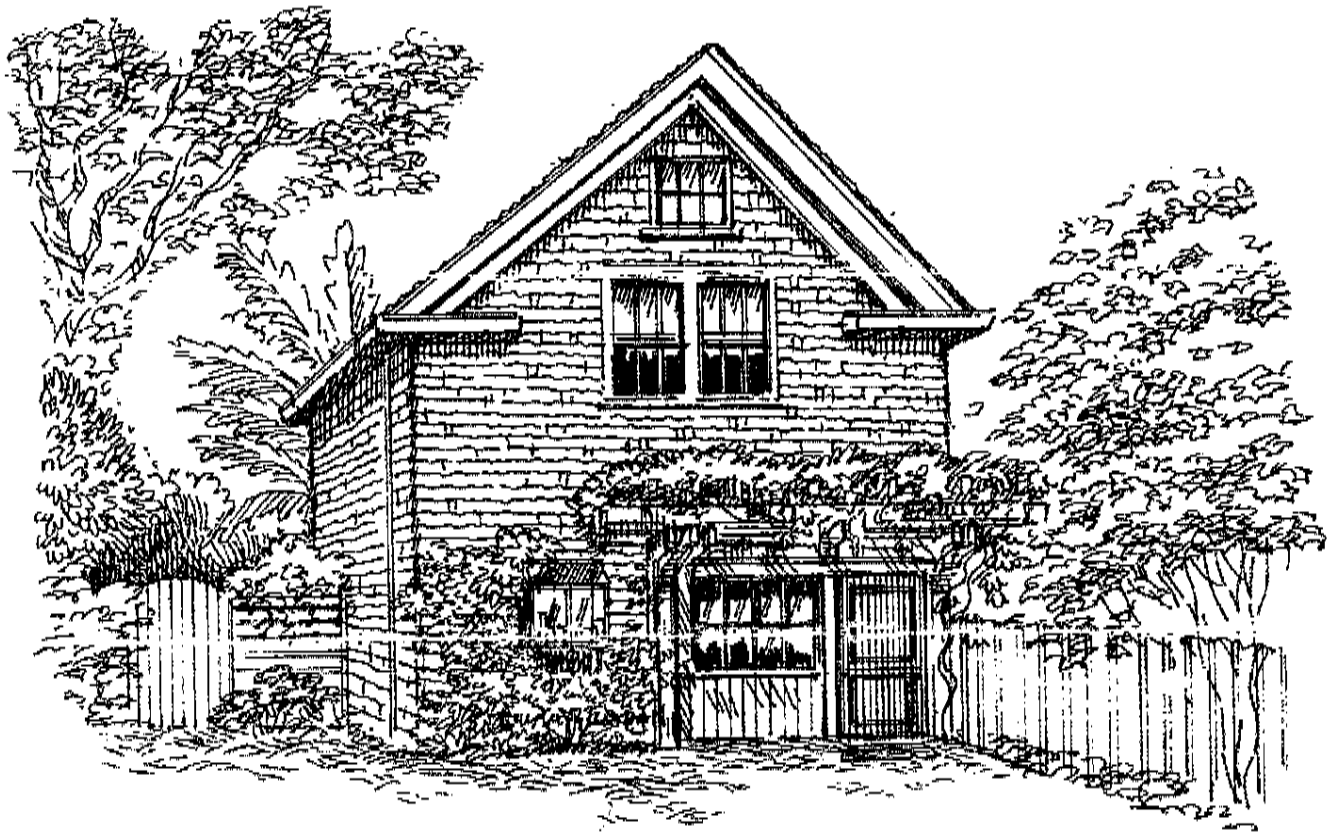


2012 A Delaware Street
Berkeley

PROPERTY REPORTS AND DISCLOSURES

The GRUBB Co.
REALTORS

TRICIA SWIFT
510.339.0400/333
tswift@grubbco.com

The GRUBB Co.
REALTORS

RECEIPT FOR DOCUMENTS

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

Listing Agent TRICIA SWIFT

This is to supplement and become a part of that Real Estate Purchase Agreement dated _____ executed by _____, Purchasers, and ROBERT CARIO Sellers, covering the purchase of the property located at 2012 A Delaware St., Berkeley.

Purchaser and Purchaser's Agent acknowledge timely receipt of the following documents prior to writing and presenting the above referenced offer.

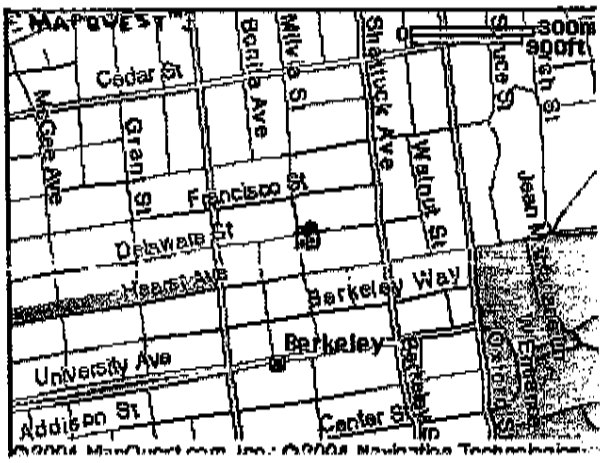
1. Multiple Listing Service print out
2. Public Records
3. Old Republic Title Preliminary Report 1116002830
4. Supplemental Statutory Disclosures (SSD)
5. RETDS (Seller's Transfer Disclosure Statement) dated 1/19/04.
6. The GRUBB Co. Supplemental Disclosure Statement dated 1/19/04.
7. Berkeley Ordinance Addendum.
8. Lead-Based Paint Hazards Disclosure dated 1/16/04.
9. Water Heater Compliance Statement.
10. Smoke Detector Compliance Statement.
11. Arbitration of Disputes / Liquidated Damages Disclosure.
12. Hazard Zone Disclosure Report by JCP Geologists or Disclosure Source dated 1/16/04.
13. California Tax Data dated 1/16/04.
14. Structural Pest Control Report by East Bay Structural dated 1/22/04.
15. Copy of "The Homeowner's Guide to Earthquake Safety and Environmental Hazards"
16. CC & R's for 2012-12A Delaware St. Condominiums - 42 pages
17. Bylaws " " " " - 14 pages.
18. Receipts for work done by Seller. Old disclosures (1997). Alan Block Report 2/97; another termite 1/97

The undersigned Purchaser and Agent acknowledge timely receipt of the above referenced documents.

Seller	Date	Buyer	Date
Seller	Date	Buyer	Date

Agent Representing Buyer _____ Date





2012 DELAWARE ST **A** **Berkeley** **94709** **2307** **$349,000**
Residential **Condominium** **Patio Home** **Active** **SP** **#30005412**

Dir:	Between Shattuck and Milvia, rear of 2012.	Bldr/A:		Beds:	1	Liv SF/Src:	720/P
Cross St:	Shattuck/ Milvia	Model:		Baths:	1/0	$/SF:	$485
D/N/S:		Style:	COTTAGE	Rooms:	3	Lot Acres:	0
TB Map:	629G1	Stories:	Two Stories	Yr Built:	1906	Lot SqFt:	

Complex: None Selected # of Units: 2 % O/Ocpd: 100 % TIC: 0 Unit Floor: 1
Pets: Yes If 4SL/MLS #: Last Months Rent:
Rent Incl: SpecInfo: Security Dep:
Const Upgrades: Credit Chk $: Ref?: Other Deposits:

Features

M Lvl:	Level Entry, Main Entry	U Lvl:	1 Bath, 1 Bdrm
+Rms:	No Additional Rms	L Lvl:	No Lower Level
Kitchen:	220V Outlet, Disp, Microwave, R/O Free Standing, Range Hood, Refrig, Self-Clean Oven, Stone Cntr (marble, granite, etc.), Updated		
Bath:	Shower over Tub, Shower+Tub, Stone, Tile	Firepic:	2 / Free Standing, Gas, Insert, IN LR, IN MBR
Pt Ba:	No Partial Baths	Gar/Park:	1 / Assigned, Off St
Heat:	Gas, Other	Floors:	All Hdwd Flrs
Cool:	No AC	Laundry:	Dryer, Other, Washer
Equip:	Sec Alarm-Own	Wtr/Swr:	Public, Sewer-Pub
Lot:	Level, Secluded	Yard:	Fenced, Level 4 Garden/Play, Patio(s) - Enc, Side
Exterior:	Wood Shingles	Pool:	No Pool
Roof:	Comp Shingle	Fndtn:	Slab
View:		Disabld:	No Disabled Features

Schools
District: Berkeley 510-644-6315 Elem: Call School District Jr Hi: Call School District Sr Hi: Berkeley

Homeowner's Association
Name: None Selected (510) 000-0000 Fee: $0 Pd: M Trans Fee: N TRANS F
Fees Incl: No Association Fee Ameni: No Association
Docs: Bylaws, CC&Rs Lit Pend: N

Remarks
Sweet 2 story cottage close to shops, theaters, Gourmet Ghetto. Recent upgrades include hardwood floors, fireplaces, kitchen, all in exquisite taste. Fenced/enclosed private yard.

Confidential Remarks
Call and go. Show blind with confidence. One parking space. Sq ft not verified.

List Type:	ER	CSO:	3	D/V Comp Disclosure:	N
List Detail:	None			POS:	Y
Terms:	Conventional			Transfer Tax:	Y
Occupied:	O	Name/Ph:	Robert Carlo / (510) 205-9835		
Show:	Call and go.			24 Hrs Notice:	N

APN:	057205004100
Spec Zone:	None
Poss:	COE
Lockbox?/Loc:	Y / front door
Zoning:	
Tour:	2/26/2004
Market:	2/19/2004
Pend:	
COE:	
Off Market:	
Available:	
DOM:	0

Broker Information
Listed By: PATRICIA SWIFT 339-0404/333 THE GRUBB COMPANY 510-339-0400

Sold By:
Orig List Price: $349,000 Last List $: Sale Price: Sale $/SF:
Sale$/Orig List$: • Sale $/Last List$: •
Sale Credits: Relist MLS #:

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= METROSCAN PROPERTY PROFILE =

Alameda (CA)

OWNERSHIP INFORMATION

Parcel Number	:057 2050 041 00
Owner	:Cario Robert
CoOwner	:
Site Address	:2012 Delaware St #A Berkeley 94709
Mail Address	:2012 Delaware St #A Berkeley Ca 94709
Owner Phone	:
Tenant Phone	:

SALES AND LOAN INFORMATION

Transferred	:03/21/1997	Loan Amount	:$124,800
Document #	:73682	Lender	:First Nationwide M
Sale Price	:$150,000 Full	Loan Type	:Conventional
Deed Type	:Grant Deed	Interest Rate	:Fixed
% Owned	:100	Vesting Type	:Unmarried Person

ASSESSMENT AND TAX INFORMATION

Land	:$52,628	Exempt Type	:Homeowners
Structure	:$122,800	Exempt Amount	:$7,000
Other	:	Incorporated	:Yes
Total	:$175,428	Tax Rate Area	:13000
% Improved	:70	03-04 Taxes	:$2,489.42

PROPERTY DESCRIPTION

Map Grid	:629 G1
Census	:Tract :4224.00 Block :2
Land Use	:730 Res,Multi,Condominiums

PROPERTY CHARACTERISTICS

TotalRms	:3	Pool	:	Lot Acres	:	Bldg Matl	:Frame
Bedrooms	:1	Units	:1	Lot SqFt	:	Bldg Shape	:Rectangle
Bathrms	:1.0	Bldg Num	:1	Bldg SqFt	:720	Bldg Class	:5.5
Stories	:2	Elevator	:	Year Blt	:1906	View Qual	:
Unit Flr	:1	Garage	:	Eff YrBlt	:1966	Topography	:

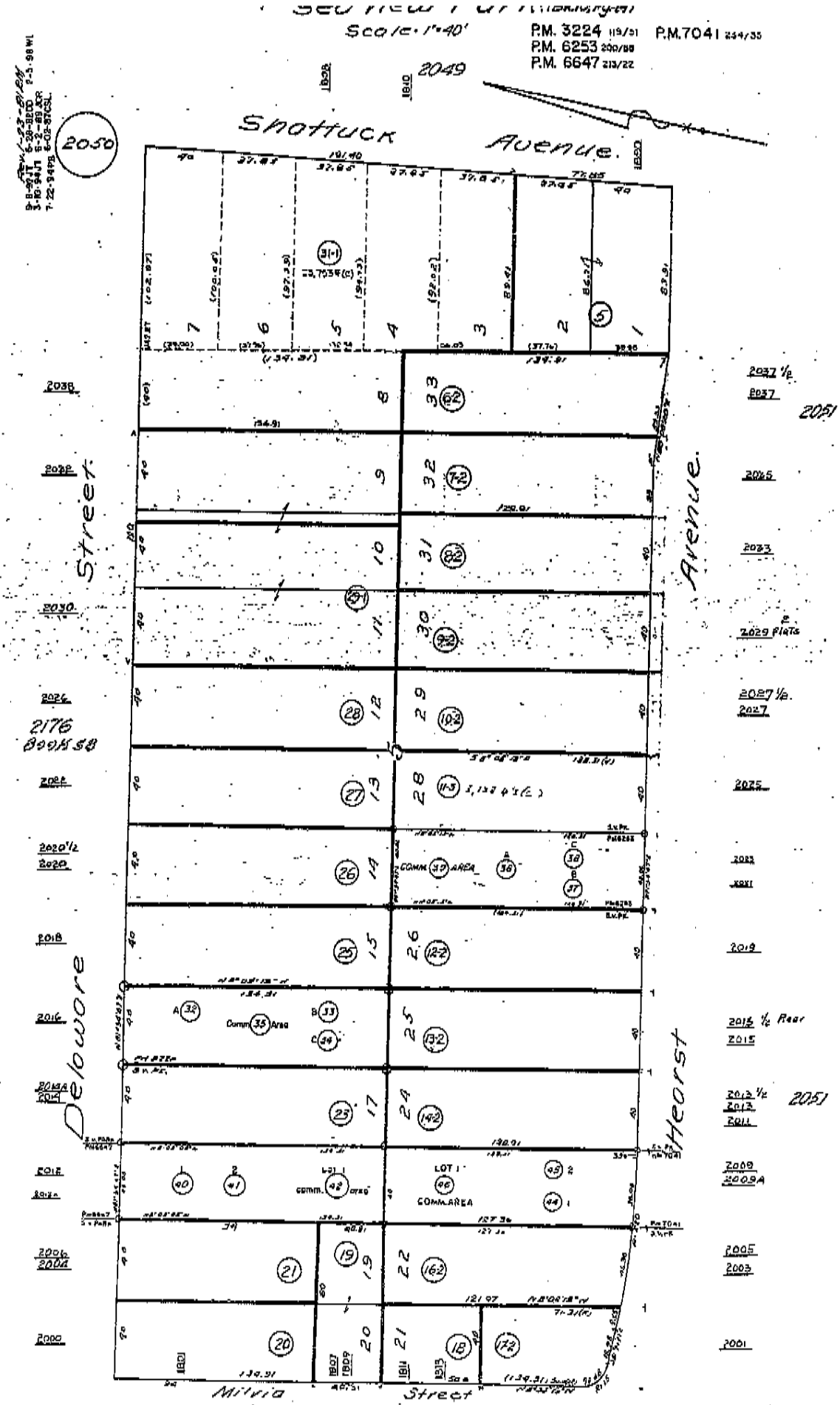
Information compiled from various sources Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

Transfer History — *Property ID: 057 2050 041 00*

Buyer	: Cario Robert	Price	: $156,000
CoOwner	:	Xfered	: 03/21/1997
Title	: Placer Title	Doc #	: 73682
Lender	: First Nationwide Mortgage	Deed	: Grant Deed
Loan	: Conventional	Vest	: Unmarried Person
Loan$	: $124,800	%Owned	: 100
Rate	: Fixed	$/SqFt	: 216.67

Buyer	: Roland Raymie	Price	:
CoOwner	:	Xfered	: 04/25/1994
Title	:	Doc #	: 159789
Lender	:	Deed	:
Loan	:	Vest	:
Loan$	:	%Owned	: 100
Rate	:	$/SqFt	: 0.00

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.


Scale 1"=40'
P.M. 3224 119/51
P.M. 6253 200/88
P.M. 6647 213/22
P.M.7041 234/35
2049
2050
Shattuck Avenue
Delaware Street
Heorst Avenue
Milvia Street
2051
2176
COMM. AREA
Comm. Area
LOT 1
COMM. AREA

ORDER NO. : 1116002830-MD

EXHIBIT A

The land referred to is situated in the County of Alameda, City of Berkeley, State of California, and is described as follows:

A CONDOMINIUM COMPRISED OF:

PARCEL ONE:

An undivided 26.9% interest in and to Lot 1 of Parcel Map 6647, filed February 25, 1994, Map Book 213, Pages 22 and 23, Alameda County Records.

EXCEPTING THEREFROM:

(a) Units 1 and 2 as shown on the Condominium Plan recorded March 1, 1994, Series No. 94-79174, Alameda County Records.

(b) The exclusive right to use of all of those areas designated as Yard Area Y-1 and Y-2 and Parking Spaces PS-1 and PS-2, shown on said Plan.

PARCEL TWO:

Unit 2 as shown on said Condominium Plan.

PARCEL THREE:

The exclusive right to use of those portions of Lot 1, Parcel Map 6647 described in Parcel One above, designated as Yard Area Y-2 and Parking Space PS-2, as appurtenant to Parcel One, and Two above.

PARCEL FOUR:

An easement for driveway purposes over the Western 2 feet of Lot 17, in Block 5, Map of Sea View Park, filed July 1, 1890, Map Book 10, Page 71, Alameda County Records, as granted in the Deed to Robert E. Fanning and Alice P. Fanning recorded May 14, 1926, Book 1301, at Page 207, Alameda County Records.

Assessors Parcel No. 057-2050-041

OLD REPUBLIC TITLE COMPANY
6201 Antioch Street, Ste. 300 • Oakland, CA • 94611 • (510) 339-2020 • Fax: (510) 339-8959

PRELIMINARY REPORT

Issued for the sole use of:

THE GRUBB CO.
1960 MOUNTAIN BLVD
OAKLAND, CA 94611

Attention: TRICIA SWIFT

Our Order No. 1116002830-MD

Reference

When Replying Please Contact:

Michael Demers
(510) 339-2020

Property Address:

2012-A Delaware Street, Berkeley, CA

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

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

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.
It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

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

Dated as of February 3, 2004 , at 7:30 AM

Title Officer: Jim Austin

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1116002830-MD

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

A Homeowner's Policy of Title Insurance (1998); AND an ALTA Loan Policy. A specific request should be made if another form or additional coverage is desired.

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

a Condominium as the same is defined in Section 783 of the Civil Code, in Fee.

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

ROBERT CARIO, AN UNMARRIED MAN

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Assessors Parcel No. 057-2050-041

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1116002830-MD

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

1. Taxes and assessments, general and special, for the fiscal year 2004 - 2005, a lien, but not yet due or payable.

Code No.	:	13-000
Assessor's Parcel No	:	057-2050-041

2. Taxes and assessments, general and special, for the fiscal year 2003 - 2004 , as follows:

Assessor's Parcel No	:	057-2050-041	
Bill No.	:	135415-00	
Code No.	:	13-000	
1st Installment	:	$1,244.71	Marked Paid
2nd Installment	:	$1,244.71	NOT Marked Paid
Land	:	$52,628.00	
Imp. Value	:	$122,800.00	
P.P Value	:	$0.00	
Exemption	:	$7,000.00	Homeowners

NOTE: Taxes above include and/or may include assessment or special tax, as follows:

For	:	CFD #1 DISASTER FIRE PROTECTION
Amount in Each Installment	:	$2.37

3. Any special tax which is now a lien and that may be levied within the CITY OF BERKELEY COMMUNITY FACILITIES DISTRICT NO. 1, a notice of which was recorded as follows.

Instrument	:	Notice of Special Tax Lien
Entitled		
By	:	The City of Berkeley
Recorded	:	December 6, 2000 as Doc. No. 2000-357307, Alameda County Records.

NOTE: Among other things, there are provisions in said Notice for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

Further information may be obtained by contacting:
Director of Finance
City of Berkeley
1900 Addison Street
Berkeley, CA 94704

4. Terms and provisions as contained in an instrument

Entitled	:	Deed
Executed by	:	Annie L. Steel
Recorded	:	May 14th, 1926 in Book 1301 of Official Records, Page 201
Which, among other things, provides	:	Should improvements now existing on said Lot 18 be destroyed or removed then and in that event the easement herein created shall cease.

5. Matters in an instrument that, among other things, contain or provide for easements, assessments, liens and their subordination; provisions relating to partition, restrictions on severability of component interest, covenants, conditions and restrictions, provision that no violation thereof and no enforcement of any lien provided for therein shall defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value, but that, however, do not contain restrictions based on race, color, religion or national origin,

Executed by	:	Raymie Roland, H.E. Roland and Elayne M. Roland
Recorded	:	March 1st, 1994 in Official Records under Series No. 94-79174

"If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

Notwithstanding the Mortgagee protection clause contained in the above mentioned covenants, conditions and restrictions, they provide that the liens and charges for upkeep and maintenance are subordinate only to a first mortgage.

For information regarding the current status of said liens and/or assessments

Contact : 2012-12A DELAWARE STREET HOMEOWNERS ASSOCIATION

6. Deed of trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount	:	$129,000.00
Trustor/Borrower	:	Robert Cario, an unmarried man
Trustee	:	Fidelity National Title Insurance Company
Beneficiary/Lender	:	Chevron Federal Credit Union
Dated	:	January 31, 2002
Recorded	:	February 6, 2002 in Official Records under Recorder's Serial Number 2002-57785
Loan No.	:	000542461

7. NOTE: The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy). If each insured to be named in Schedule A is not such a Natural Person, contact the Title Dept. immediately.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 1116002830-MD

---------- **Informational Notes** ----------

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 2.1 and 3.1.

B. Short Term Rate ("STR") applies (but may be precluded or limited by application of the above shown section(s) of our Schedule of Fees and Charges.)

C. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 24 months prior to the date hereof except as follows:

NONE

D. In addition to existing requirements pertaining to sellers who are non-residents of California, as a result of recent changes to Section 18662 of the Revenue and Taxation Code, in transactions closing after January 1, 2003 the buyer may then be responsible to withhold 3 1/3% of the sales price (as defined therein) from any seller, if this property is not the seller's principal residence. The statute, as modified, also provides for certain exemptions to the buyer's responsibility to withhold, which may apply.

bb/at 2/18/2004

Exhibit A

HOMEOWNER'S POLICY OF TITLE INSURANCE (6-2-98)
EXCLUSIONS

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

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

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

   This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

   This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.

3. The right to take the Land by condemning it, unless:

   a. a notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.

4. Risks:

   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.

5. Failure to pay value for Your Title.

6. Lack of a right:

   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

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

Exhibit A

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY(1—17-92)
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (1—17-92)
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects. liens, encumbrances, adverse claims or other matters.

   (a) created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

   (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or

   (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or

   (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:

      (a) to timely record the instrument of transfer, or

      (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

OLD REPUBLIC TITLE COMPANY

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **OLD REPUBLIC TITLE COMPANY.**

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.
Information about your transactions we secure from our files, or from [our affiliates or] others.
Information we receive from a consumer reporting agency.
Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

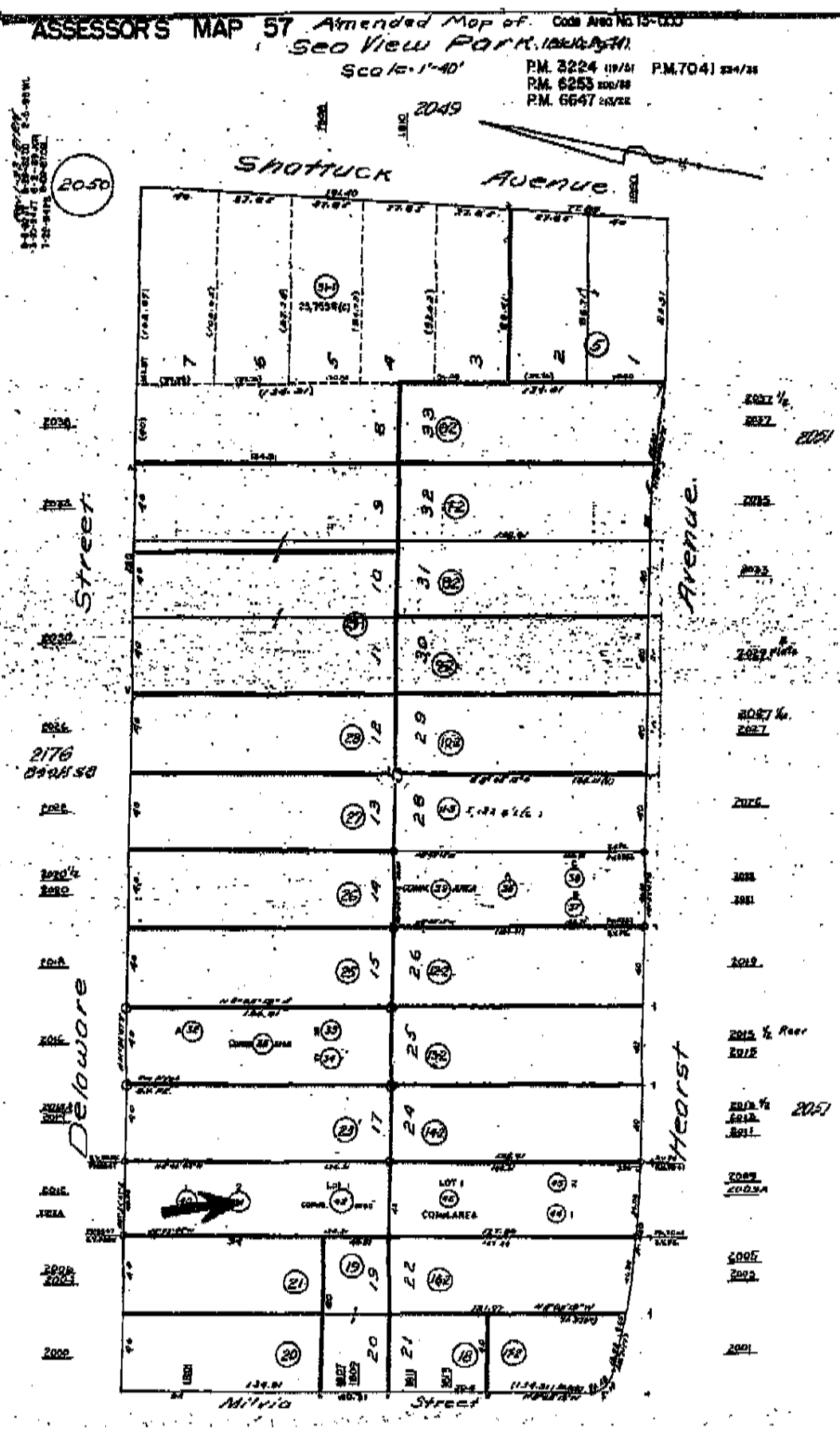
We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

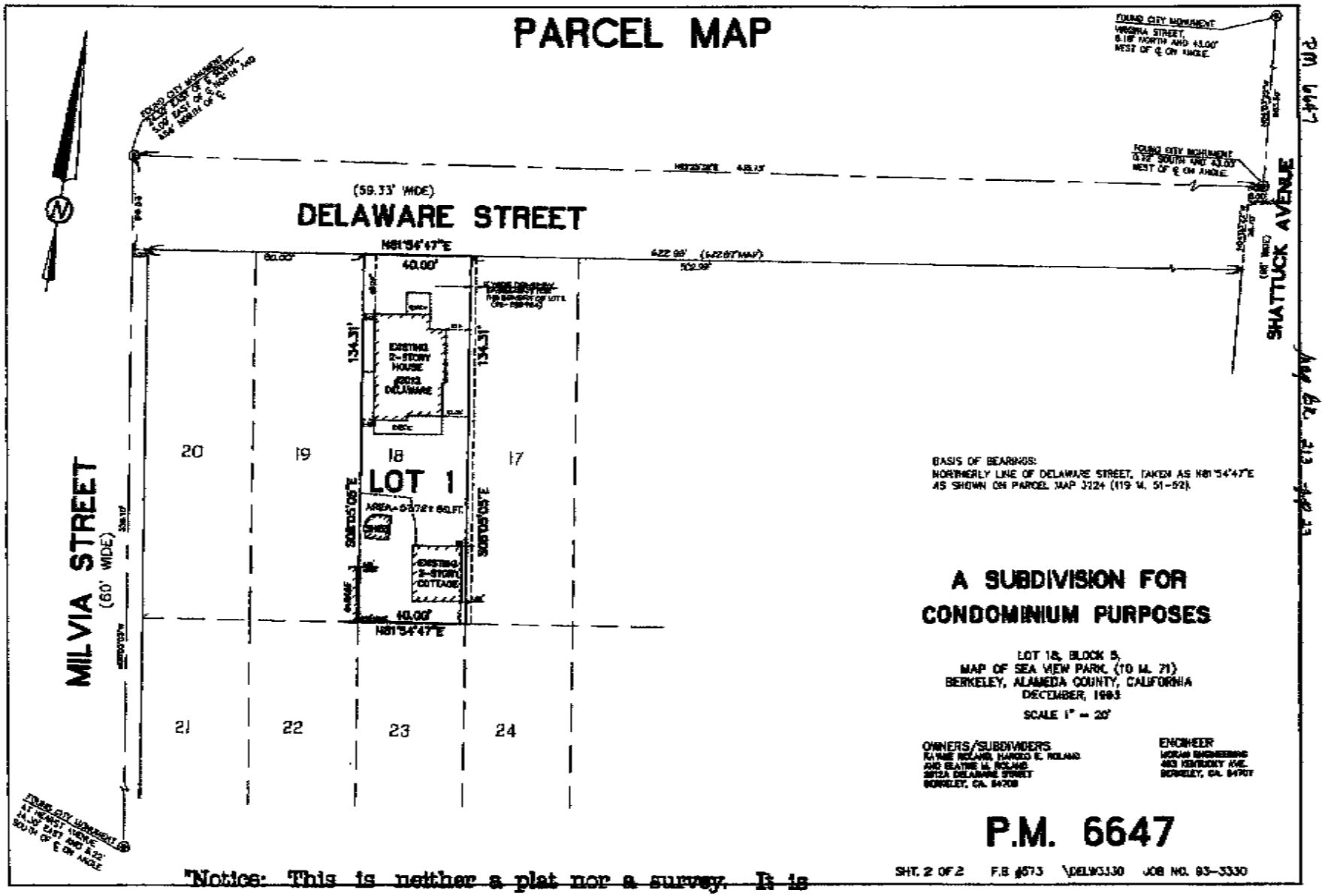


"Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other Land. No liability is assumed by reason of any reliance hereon."

Description: Alameda,CA Assessor Map 57.2050 Page: 1 of 1
Order: MT-00000002830-1 Comment:

FEB-24-2004 10:27 FROM- THE GRUBB COMPANY +5106520114 T-976 P.020/063 F-531

PARCEL MAP



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ASSOCIATION OF REALTORS®

REPRESENTATION OF MORE THAN ONE BUYER OR SELLER

A real estate broker, whether a corporation, partnership or sole proprietorship, ("Broker") may represent more than one buyer or seller provided the Broker has made a disclosure and the principals have given their consent. This multiple representation can occur through an individual licensed as a broker or through different associate licensees acting for the Broker. The associate licensees may be working out of the same or different office locations.

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

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

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

If Seller is represented by Broker, Seller acknowledges that Broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both Seller and Buyer in that transaction.

If Buyer is represented by Broker, Buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both Buyer and Seller with regard to that property.

In the event of dual agency, Seller and Buyer agree that: **(a)** Broker, without the prior written consent of the Buyer, will not disclose to Seller that the Buyer is willing to pay a price greater than the offered price; **(b)** Broker, without the prior written consent of the Seller, will not disclose to the Buyer that Seller is willing to sell property at a price less than the listing price; and **(c)** other than as set forth in (a) and (b) above, a Dual Agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

Seller and/or Buyer acknowledges reading and understanding this Disclosure and Consent for Representation of More than One Buyer or Seller and agree to the dual agency possibility disclosed.

Seller/Buyer _____ Date 1/16/04

Seller/Buyer _____ Date _____

Real Estate Broker (Firm) The Grubb Company Date 1/16/04

By Patricia J. Sight

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date 1/16/04
Broker or Designee

EQUAL HOUSING OPPORTUNITY

OF REALTORS®

(As required by the Civil Code)
(C.A.R. Form AD-11, Revised 10/01)

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 the reverse hereof. Read it carefully.

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

BUYER/SELLER _____ Date 1/16/04 Time 5:00 AM/PM

BUYER/SELLER _____ Date _____ Time _____ AM/PM

AGENT The Grubb Company (Please Print) By Patricia J. Wolf (Associate-Licensee or Broker Signature) Date 1/16/04

THIS FORM SHALL BE PROVIDED AND ACKNOWLEDGED AS FOLLOWS (Civil Code §2079.14):
- When the listing brokerage company also represents the Buyer, the Listing Agent shall give one AD-11 form to the Seller and one to the Buyer.
- When Buyer and Seller are represented by different brokerage companies, then the Listing Agent shall give one AD-11 form to the Seller and the Buyer's Agent shall give one AD-11 form to the Buyer and one AD-11 form to the Seller.

SEE REVERSE SIDE FOR FURTHER INFORMATION

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Reviewed by _____
Broker or Designee _____ Date _____

EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

WATER HEATER STATEMENT OF COMPLIANCE

Water Heater Bracing, Anchoring, or Strapping

As required by California Health and Safety Code §19211

Property Address: 2012 A Delaware, Berkeley

1. **STATE LAW:** California law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored, or strapped to resist falling or horizontal displacement due to earthquake motion. (Health and Safety Code §19211)

2. **LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring, or strapping requirements than does California law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring, or strapping requirements for your property.

3. **TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California state law.

4. **EXCEPTIONS: There are no exceptions to the state law.**

5. **CERTIFICATION:** Seller represents that the Property, as of the close of escrow, will be in compliance with Health and Safety Code §19211 by having water heaters braced, anchored, or strapped in place, in accordance with those requirements.

Seller _____ ROBERT CARLO Date 1/16/04
(Signature) (Print Name)

Seller _____ Date _____
(Signature) (Print Name)

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

Buyer _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

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PRINT DATE BDC NOV 02

REVISED 4/99

MASTER COPY

FORM WHS-11

OFFICE USE ONLY
Reviewed by Broker or Designee _____
Date _____

EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

SMOKE DETECTOR STATEMENT OF COMPLIANCE

As required by California State Health and Safety Code §13113.8(b)

Property Address: 2012 A Delaware, Berkeley

1. **STATE LAW:** California law requires that every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations. (Health and Safety Code §13113.8)

2. **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.

3. **TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, 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.

4. **EXCEPTIONS: Exceptions to the state law are generally the same as the exceptions to the Transfer Disclosure Laws.**

5. **CERTIFICATION:** Seller represents that the Property, as of the close of escrow, will be in compliance with Health and Safety Code §13113.8 by having operable smoke detector(s) approved and listed by the State Fire Marshal installed in accordance with State Fire Marshal's regulations and in accordance with applicable local ordinance(s).

Seller _____ ROBERT CARIO Date 1/16/04
(Signature) (Print Name)

Seller _____ Date _____
(Signature) (Print Name)

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

Buyer _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

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FORM SSC 11

OFFICE USE ONLY
Reviewed by Broker or Designee _____
Date _____

EQUAL HOUSING OPPORTUNITY

OF REALTORS®

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: 2012 A Delaware, Berkeley ("Property") in which _____ is referred to as Buyer or Tenant and Carlo is referred to as Seller or Landlord.

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

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

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: due to age of home, lead based paints may be present

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

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

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

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

_____ 1/16/04
Seller or Landlord Date

_____
Seller or Landlord Date

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Buyer's Initials (_____)(_____)
Seller's Initials (RE)(_____)

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

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.

The Grubb Co. By Patricia L. Smith 1/16/04

Agent (Broker representing Seller) Please Print Associate-Licensee or Broker Signature Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

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

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

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

Buyer or Tenant Date Buyer or Tenant Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 USC 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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The GRUBB Co.
1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

AGENCY DISCLOSURE LIQUIDATED DAMAGES AND ARBITRATION OF DISPUTES

Property Address: 2012 A Delaware, Berkeley

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

AGENCY DISCLOSURE

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

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

☐ I understand that The GRUBB Co. is representing BOTH Buyer and Seller in this transaction.

☐ I understand that The GRUBB Co. and _____ 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 (AC) (____) / Buyer's Initials (____) (____)

The GRUBB Co.
1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

AGENCY DISCLOSURE LIQUIDATED DAMAGES AND ARBITRATION OF DISPUTES

Property Address: 2012 A Delaware, 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 (RC) (____) / Buyer's Initials (____) (____)

The GRUBB Co.
1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

AGENCY DISCLOSURE LIQUIDATED DAMAGES AND ARBITRATION OF DISPUTES

Property Address: 2012 A Delaware, 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.

RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED.

Seller	1/16/04 Date	Buyer	Date
Seller	Date	Buyer	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: 2012 A Delaware, Berkeley

Date 1/16/04 Time 5:00pm _____ (signature) ROBERT CARLO (printed name)

Date _____ Time _____ _____ (signature) _____ (printed name)

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

Official C A R ® Publication 2/03

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 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement).

Official C A R ® Publication 2/03

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** ALEMEDA, **STATE OF CALIFORNIA, DESCRIBED AS** 2012A DELAWARE STREET.

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) 1/19/04. **IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.**

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

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

II. SELLER'S INFORMATION

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

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

Seller ☒ is ☐ is not occupying the property.

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

☒ Range	☒ Oven	☐ Microwave
☐ Dishwasher	☐ Trash Compactor	☒ Garbage Disposal
☒ Washer/Dryer Hookups		☐ Rain Gutters
☒ Burglar Alarms	☒ Smoke Detector(s)	☐ Fire Alarm
☐ TV Antenna	☐ Satellite Dish	☐ Intercom
☐ Central Heating	☐ Central Air Conditioning	☐ Evaporator Cooler(s)
☐ Wall/Window Air Conditioning	☐ Sprinklers	☒ Public Sewer System
☐ Septic Tank	☐ Sump Pump	☐ Water Softener
☐ Patio/Decking	☐ Built-in Barbecue	☐ Gazebo
☐ Sauna		
☐ Hot Tub	☐ Pool	☐ Spa
☐ Locking Safety Cover*	☐ Child Resistant Barrier*	☐ Locking Safety Cover*
☐ Security Gate(s)	☐ Automatic Garage Door Opener(s)*	☐ Number Remote Controls ____
Garage: ☐ Attached	☐ Not Attached	☐ Carport
Pool/Spa Heater: ☐ Gas	☐ Solar	☐ Electric
Water Heater: ☒ Gas	☒ Water Heater Anchored, Braced, or Strapped*	
Water Supply: ☒ City	☐ Well	☐ Private Utility or
Gas Supply: ☒ Utility	☐ Bottled	Other _____
☒ Window Screens (SOME)	☐ Window Security Bars ☐ Quick Release Mechanism on Bedroom Windows*	

Exhaust Fan(s) in ABOVE STOVE 220 Volt Wiring in _____ Fireplace(s) in BEDROOM & LIVING ROOM
☒ Gas Starter POCKET LIGHT ☒ Roof(s): Type: COMPOSITION SHINGLE Age: 4YRS 7 MONTHS (approx.)
☐ Other: _____

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

(*see footnote on page 2)

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Buyer's Initials (_____)(_____)
Seller's Initials (_____)(_____)

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

MASTER COPY

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

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: NO INSULATION IN 2ND FLOOR WALLS
NO HOT WATER TO WASHING MACHINE (COLD ONLY)
)

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 of the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ☐ Yes ☒ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ☑ Yes ☐ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property ☐ Yes ☒ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits ☒ Yes ☐ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ☒ Yes ☐ No
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.):
(4) NO PERMIT PLUMBING / ELECTRICAL TO WASHER/DRYER SHED; BAY WINDOW, GAS FIRE PLACE, BAY WINDOW, SPIRAL STAIRCASE
(5) SPIRAL STAIRCASE IS NOT OF A WIDTH THAT IS UP TO CURRENT CODE

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 _____ Date 1/19/04

Seller _____ Date _____

Buyer's Initials (_____)(_____)
Seller's Initials (_____)(_____)

Reviewed by _____ Date _____

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REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)

(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 sheet

Agent (Broker Representing Seller) The Grubb Co. (Please Print) By Patricia J. Swift (Associate Licensee or Broker Signature) Date 2/5/04

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 _____ (Associate Licensee or Broker Signature) Date _____

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

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

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

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

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

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

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

SURE TRAC The System for Success™ Published by the California Association of REALTORS®

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Listing Agent's Comments re 2012 A Delaware Street, Berkeley

This property is a freestanding condominium, one of two units in the 2012-12A Delaware Condominiums. The front house, 2012 Delaware, is the other unit. Governance of the Condominium Association is described in the CC&R's and Bylaws. Potential buyers are encouraged and advised to carefully read these documents.

The owners of 2012 and 2012 A Delaware Street share the costs of maintaining the driveway (the common area) and share the water and gas charges propotionally to their respective square feet, per the public record: approximately 24% for 2012 A and 76% for 2012. The owners do not pay regular dues or fees to the Association.

Unit 2012 A is assigned the right-hand parking space; Unit 2012 is assigned the left-hand parking space.

Within 2012 A Delaware Street:

- There is some unevenness of paint on the walls
- There is a gap in the railing around stairwell in the bedroom area
- There is some unevenness in the molding trim around the stairs
- Gravel is tracked in from time to time from the gravelled driveway
- There is a large banana-type tree at the rear of the property which may need maintenance from time to time
- There is a multilight door from the bathroom to the rear deck/exterior stair; if not covered, neighbors may be able to see in
- There is a pull-down stair from bedroom to attic area; attic area is used as storage only; care is to be taken to not step off the boards laid on top of the joists, or damage may occur to the ceiling
- Seller has made many upgrades to the property: cherry flooring; kitchen cabinets, counters, lighting, and appliances; remote controlled gas-burning fireplaces in living area and bedroom, which are the sources of heat for the unit; wall sconces; glass patio door to garden area; garden lighting, which is on a pre-set timer; and landscaping in the garden area

A pre-escrow account has been opened at Old Republic Title Company.
Seller will deliver possession to Buyer(s) at close of escrow.

Patricia J. Swift 2/21/04

Tricia Swift, The Grubb Company

Seller

Buyer

Buyer

The GRUBB Co.
1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

SELLER'S SUPPLEMENT TO REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address 2012A DELAWARE STREET

Seller(s) Name ROBERT CARIO

As of : (Date) JANUARY 19TH 2004

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 and/or sliding doors?	☐	☒	☐
2.	Any spark arrestors which have been installed?	☐	☐	☒
3.	Any animals kept on the property?	☐	☒	☐
4.	Any stains, odor or damage caused by animals kept on the property?	☐	☒	☐
5.	Any pools or spas requiring fencing?	☐	☒	☐
6.	Any abandoned tanks or systems (i.e., fuel oil, gas, oil, septic, leach fields)?	☐	☒	☐
7.	Any presently connected tanks, septic systems or leach lines?	☐	☒	☐
8.	Any quality problems with the home's water supply (i.e., sediment, discoloration, odor or pressure)?	☐	☐	☐
9.	Any leaks, back-ups or recurring blockages in any sewer drainlines?	☐	☒	☐
10.	Describe the condition, repairs and frequency of recurrence of the problem(s)			
11.	Any leaks or water intrusion (past or present) in the roof(s), chimney(s), around skylight(s) and windows or elsewhere from any source?	☒	☐	☐
	Location(s): BATHROOM DOOR OUTSIDE SILL			
	Describe/Date Specific Corrective Repairs: PROFESSIONALLY REPAIRED OCT. 1998			
12.	Regarding driveway or private access:			
	(a) Any shared or common driveway or road?	☒	☐	☐
	(b) Any written or oral agreement to maintain driveway or road?	☒	☐	☐
	(c) Any forthcoming assessments?	☐	☒	☐
	(d) Any easements not of public record?	☐	☒	☐
13.	Are you aware of any of the following in the neighborhood at any time?			
	(a) Flooding or drainage problems	☐	☒	☐
	(b) Settling, slippage, landslides or other soil problems	☐	☒	☐
	(c) Recurrent or unusual odor problems	☐	☒	☐
	(d) Contaminated soil or ground water	☐	☒	☐
	(e) Any criminal activity on the subject property or in the immediate neighborhood?	☐	☒	☐
	Describe:			
14.	Proximity to any of the following:			
	(a) Pending real estate development in the area (such as condominiums, planned units development, subdivisions or property for commercial, industrial, sport, educational or religious use)	☐	☐	☐
	(b) Proposed or approved changes in public or private facilities	☐	☐	☒
15.	Any current violations of the Covenants, Conditions and Restrictions (CC&Rs)?	☐	☒	☐
16.	Any deaths on the property in the last three years?	☐	☒	☐
17.	Any bonds and/or assessment obligations which are currently due that are not a part of the property tax bill?	☐	☒	☐
18.	Any disease which affects trees or plants on the property or within two hundred feet of property?	☐	☐	☒
19.	Any restrictions on the use of the premises other than those disclosed in writing?	☐	☒	☐
20.	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)?	☐	☒	☐
21.	Any problems with retaining walls (such as leaning, bulging or cracking)?	☐	☒	☐

Seller's Initials (RC) (____) / Buyer's Initials (____) (____)

The GRUBB Co.
1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

SELLER'S SUPPLEMENT TO REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address 2012A DELAWARE STREET

	Yes	No	Don't Know
22. Any problems with existing underground sprinkler systems?	☐	☒	☐
23. Any sump pump, underground drains, French drains, dry wells or surface disposal systems in the crawl space/sub area or elsewhere on the property?	☐	☒	☐
(a) If yes, please describe and give location			
(b) Was sump pump installed with permit?	☐	☒	☐
24. Any damp soil and/or standing water in the sub area (under any building)?	☐	☒	☐
25. Any standing, collecting or ponding water on the property at any time? If so, where?	☐	☒	☐
26. 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? If yes, for each repair, replacement or ongoing maintenance, explain: ROOF WAS REPLACED 6/99	☒	☐	☐
27. Any concealed hardwood floors? If yes, which rooms? What is the condition of the floors?	☐	☒	☐
28. Any insulation?	☒	☐	☐
29. Any vapor or moisture barrier(s) (i.e., plastic covering) in the sub area or any other location?	☐	☐	☒
30. Is water directed away from structure? (i.e., drainage system, splash blocks, or other method) If yes, please describe	☐	☐	☐
31. Any multiple dwelling units included in this sale? If yes, number of units _____ Number of legal units _____	☐	☒	☐
32. Is a current 3R report available?	☐	☐	☐
33. Any Homeowner's insurance claims in the last 5 years?	☐	☒	☐
34. Any water-related insurance claims in the last 5 years?	☐	☒	☐

REPORTS, INSPECTIONS or ESTIMATES

1. Check applicable boxes, if any, of the following reports, inspections or repair estimates were made for you, previous owner(s) or prospective Buyer(s).

☑ Pest Control	☐ Structural/Engineering	☑ House Inspection	☐ Roof	☐ Pool/Spa
☐ Well	☐ Septic	☐ Plumbing	☐ Heating	☐ Air Conditioning
☐ Survey	☐ Soils/Drainage	☐ Geologic	☐ Energy Audit	☐ Environmental Hazards
☐ Plans	☐ Building Permits	☐ Berkeley Reco Compliance		

Please describe all checked boxes by type and approximate date(s) and indicate if copies are available.

Type of Report	Inspector	Date	Available
GENERAL CONTRACTOR	ALAN BLOCK	FEB 1997	☒ Yes ☐ No
PEST'S INSPECTION	ROBERT SIKELIS	JAN 1997	☒ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

Seller's Initials (RS) (____) / Buyer's Initials (____) (____)

The GRUBB Co.
1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

SELLER'S SUPPLEMENT TO REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address 2012A DELAWARE STREET

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?	☐	☒	☐
2.	Is the sale of this property subject to court confirmation (i.e., probate sale)?	☐	☒	☐
3.	Are you involved in any pending or contemplated bankruptcy procedures?	☐	☒	☐
4.	Are there any loans secured by the property where Notice(s) of Default have been or may be recorded?	☐	☒	☐
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.?	☐	☒	☐
6.	Any unrecorded Easements, Liens or Deeds of Trust?	☐	☒	☐

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, EXPLAIN:
(attach additional sheets if necessary) _____

	Yes	No
• Have all persons on title signed the listing agreement?	☒	☐

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 AND AGENT'S DISCLOSURE REGARDING ENVIRONMENTAL HAZARDS.

Seller's Initials (RL) (____) / Buyer's Initials (____) (____)

The GRUBB Co.
1960 Mountain Boulevard, Oakland, CA 94611
3070 Claremont Avenue, Berkeley, CA 94705

SELLER'S SUPPLEMENT TO REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address_____

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

This Earthquake Disclosure is per "California Association of Realtors Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants" 1997 Edition.

Answer these questions to the best of your knowledge. If you do not have actual knowledge as to whether the weakness exists or not, 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 in the Homeowner's Guide to Earthquake Safety you can find information on each of these features. 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	
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake?	☒	☐	☐	☐	3
2. Is the house anchored or bolted to the foundation?	☐	☐	☐	☒	4
3. If the house has cripple walls:					
a. Are the exterior cripple walls braced?	☐	☐	☐	☒	5
b. If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	☐	☐	☐	☒	6
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	☐	☐	☒	☐	7
5. If the house is built on a hillside:					
a. Are the exterior tall foundation walls braced?	☐	☐	☒	☐	8
b. Were the tall posts or columns either built to resist earthquakes or have they been strengthened?	☐	☐	☒	☐	8
6. If the exterior walls of the house, or part of them, are made of unreinforced masonry, have they been strengthened?	☐	☐	☒	☐	9
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?	☐	☐	☒	☐	10
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?	☐	☐	☐	☒	17
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or land sliding)?	☐	☐	☐	☒	17

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.

Seller 1/19/04 Date

Seller Date

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

Buyer Date

Buyer Date

ASSOCIATION OF REALTORS®

AND CONTRACTUAL DISCLOSURES

(C.A.R. Form SSD, Revised 4/03)

1. Seller makes the following disclosures with regard to the real property or manufactured home described as 2012A DELAWARE STREET, Assessor's Parcel No. _____, situated in BERKELEY, County of ALEMEDA, 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. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision ☒ Yes ☐ No

B. Insurance claims affecting the Property within the past 5 years ☐ Yes ☒ No

C. Matters affecting title to the Property ☐ Yes ☒ No

D. Within the last 3 years, the death of an occupant of the Property upon the Property ☐ Yes ☒ No

E. The following disclosures (E(1-4)) are made based upon Seller's knowledge or (☐ if checked) will not be made on this form and instead will be made on an independent third-party report:

(1) Whether the Property is **located in** a zone or district allowing manufacturing ☐ Yes ☒ No

(2) Whether the Property is **located in** a zone or district allowing commercial use ☐ Yes ☒ No

(3) Whether the Property is **located in** a zone or district allowing airport use ☐ Yes ☒ No

(4) Whether the Property is **located within** 1 mile of a former federal or state ordnance location ☐ Yes ☒ No
(In general, an area once used for military training purposes that may contain potentially explosive munitions.)

F. Whether the Property is **affected by** a zone or district allowing manufacturing, commercial or airport use ☐ Yes ☒ No

G. The release of an illegal controlled substance on or beneath the Property ☐ Yes ☒ No

H. Material facts or defects affecting the Property not otherwise disclosed to Buyer ☐ Yes ☒ No

Explanation or ☐ (if checked) see attached _____

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

Seller _____ Date 1/19/04

Seller _____ Date _____

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

Buyer _____ Date _____

Buyer _____ Date _____

Agent (Broker Representing Seller) The Grubb Co.

By Patricia J. Smith Date 2/3/04
(Associate-Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____

By _____ Date _____
(Associate-Licensee or Broker Signature)

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Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

The JCP Report™

Property Address: 2012 Delaware A St, Berkeley, Alameda County, CA APN: 057 2050 041 00

Report Number: 200402020019970 Date: 2/3/2004

Statutory Natural Hazard Disclosure Statement

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

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

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.
Yes ____ No __X__ Do not know and information not available from local jurisdiction ____

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.
Yes ____ No __X__ Do not know and information not available from local jurisdiction ____

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.
Yes ____ No __X__

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.
Yes ____ No __X__

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.
Yes ____ No __X__

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.
Yes (Landslide Zone) ____ Yes (Liquefaction Zone) ____
No __X__ 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.

The representations made in this NHD form are based upon information provided by an independent third party report provided as a substituted disclosure pursuant to California Civil Code Section 1103. Neither the transferor nor the transferor's agent has (1) independently verified the information contained in this form and report or (2) is personally aware of any errors or inaccuracies in the information contained on the form. (added as per CAR 1998)

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

Signature of Transferor (Seller) _____ Date _____

Signature of Transferor (Seller) _____ Date _____

Agent represents that the information herein is true and correct to the best of the agent's knowledge as of the date signed by the agent.

Signature of Agent _____ Date _____

Signature of Agent _____ Date _____

Transferee represents that he or she has read and understands this document. I (We) also have read and understand the added local hazard, mold, radon, airport, 1915 Bond Act, Mello-Roos, military ordnance, commercial zoning, and Megan's Law disclosures contained in this report.

Greg Rute
President

Signature of Transferee (Buyer) _____ Date _____

Signature of Transferee (Buyer) _____ Date _____

JCP Geologists
A Division of ABS Consulting

The JCP Report™

Property Address: 2012 Delaware A St, Berkeley, Alameda County, CA APN: 057 2050 041 00

Report Number: 200402020019970 Date: 2/3/2004

* *

CONFIRMATION OF COVERAGE AND INDEMNIFICATION

JCP Geologists has prepared a Natural Hazard Disclosure Report for the subject property identified above. This JCP Natural Hazard Disclosure Report provides the natural hazard disclosure information as required by California Civil Code 1103 for residential property only. This Confirmation of Coverage Statement applies only to the current transaction for which this JCP report was prepared, as of the date this report was prepared.

This statement is confirmation that JCP Geologists is included as an insured under a $20 million Professional Liability policy for errors & omissions arising from the services JCP performs. Coverage, which is subject to specific terms and conditions in the policy, is provided for damages JCP is obliged to pay as a result of its negligent acts, errors or omissions arising out of its Natural Hazard Disclosure Professional Services provided for the above referenced residential property as of the date this report was prepared.

JCP's Professional Liability insurance policies contain an agreement which, subject to the specific terms and conditions contained in the policy, indemnifies and provides defense of the Clients of JCP against claims caused by the negligent acts, errors or omissions of JCP that fall within the scope of a contractual indemnification obligation of JCP to its Clients. For this purpose, Clients of JCP are the contractual parties to this transaction and their respective real estate agents for which JCP has provided professional services.

Date: 2/3/2004 **By:** JCP Geologists

* *

JCP Geologists
A Division of ABS Consulting

The JCP Report™

Property Address: 2012 Delaware A St, Berkeley, Alameda County, CA APN: 057 2050 041 00

Report Number: 200402020019970 Date: 2/3/2004

JCP STATUTORY MAP READING DETERMINATIONS AND DISCUSSIONS SUMMARY

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

SPECIAL FLOOD HAZARD AREA

Determination

NOT in a Special Flood Hazard Area. Located in Zone "C." Lenders are not federally required to have homeowners purchase and maintain flood insurance for property in this zone designation.

Discussion

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

Zones A, AO, AE, AH, A1-A30: Area of "100-year" flooding - a 1% or greater chance of annual flooding.
Zones V, V1-V30: Area of "100-year" flooding in coastal (shore front) areas subject to wave action.
Zone B: Area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.
Zones X: An area of moderate to minimal flood risk.
Zones C, D: NOT IN an area of "100-year" flooding. Area of minimal (Zone C) or undetermined (Zone D) flood hazard.

AREA OF POTENTIAL FLOODING (DAM FAILURE)

Determination

NOT in an Area of Potential Flooding Caused By Dam Failure according to the maps adopted by The State of California Office of Emergency Services.

Discussion

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

VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ)

Determination

NOT in an area of Very High Fire Hazard Severity Zone as defined on the State level maps (Gov. Code 51178). A local agency may exclude or include additional fire zones at their option. Concerned parties should contact their local fire services for more information.

Discussion

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

JCP Geologists
A Division of ABS Consulting

The JCP Report™

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Report Number: 200402020019970 Date: 2/3/2004

WILDLAND FIRE AREA (STATE RESPONSIBILITY AREA)

Determination

NOT in an official State Responsibility Area. Fire protection services for structures in this area are provided by local fire departments.

Discussion

A wild land area where the CDF's fire protection services are responsible for suppressing fires is called a "State Responsibility Area" (SRA). These are generally rural areas where a significant wild land fire potential exists. Unless the county has assumed the fire suppression responsibility or has an agreement with a local fire agency, property owners in an SRA are responsible for organizing structural fire protection services. Such information is not available on maps; therefore, it can't be provided here. For very isolated properties with no local fire services there may be significant fire risk or only seasonal fire services. Property owners in an SRA are required to maintain adequate vegetation clearance around and above the structure, spark screens on chimneys and stovepipes, and other basic fire-safety practices. Contact your fire department for a complete list of requirements and exceptions.

EARTHQUAKE FAULT ZONE

Determination

NOT in an official Earthquake Fault Zone. There are no mapped active fault traces on the property. See the Alquist-Priolo Earthquake Fault explanation section for additional information.

Discussion

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

SEISMIC HAZARD MAPPING ACT ZONE

Determination

Not in an Official Seismic Hazard Zone. In an area of no state-level identified Liquefaction or Earthquake-Induced Landslide Hazard. Other Seismic Hazards have not yet been evaluated for this map used in Alameda County.

Discussion

Seismic Hazard Zone maps delineate areas subject to earthquake hazards. New development in a Seismic Hazard Zone is only permitted if it can be shown that mitigation makes the site acceptably safe. Maps are only available for limited areas now, but will eventually cover all of California. The hazards addressed are or will be: liquefaction, enhanced ground shaking, earthquake induced landslides, and various other ground failures. The first release of maps only addresses liquefaction and/or landslide zones.

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

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

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Report Number: 200402020019970 Date: 2/3/2004

COUNTY AND CITY NATURAL HAZARD DISCLOSURE STATEMENT

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

Alameda County Geologic and Seismic Zone Determination

Based on the officially adopted county-level Seismic Safety Element natural hazard maps, the subject property is:
NOT in a zone of high geologic hazard. Located in an area of Older alluvial fan deposit (gravel, sand, clay, etc.) as shown on the adopted General Plan maps used in this report. See the County Geologic Zones Explanation included with this report for more information.

City of Berkeley Geologic and Seismic Zone Determination

Based on the officially adopted city-level Seismic Safety Element natural hazard maps, the subject property is:
Located within Fire Zone 1 as shown on the adopted General Plan maps used in this report. For explanation of zones see the city explanation section included with this report.
NOTE: If the site is in a locally mapped hazard zone or if information of concern exists in another source, the property may require a geologic study prior to any new or additional construction. The disclosures above are material facts and should prudently be disclosed to buyers in addition to the Statutory Natural Hazard Disclosures. Additional sources of information which are not officially adopted, may be available at the local jurisdiction that are not reported here.

ALAMEDA COUNTY GEOLOGIC ZONES DISCUSSION

The County of Alameda has officially produced maps to delineate the following potential geologic and seismic hazards:

- **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.

- **Liquefaction** is a liquid-like condition of the ground that sometimes occurs during strong earthquake shaking. Liquefaction occurs in places where the groundwater level is close to the surface and where some surface material (such as a sand layer) is loose and lacks cohesion.

- **Tsunamis** (commonly called "tidal waves") are large ocean waves generated by undersea earthquakes. Some areas along the Bay in Alameda County may be subject to damage from tsunami run-up on the average of once every two hundred years. Properties in these low-lying regions may be inundated if a 20-foot high tsunami occurs at the Golden Gate.

- **Bay Mud areas** (older and newer) represent tidal marshland and mud flats, sometimes overlain by artificial fill (man-placed soils used to create level building pads or fill in areas of the bay or marsh lands). Bay mud primarily represents deposits of unconsolidated clay. Earthquake shaking intensity may range from very strong to violent in this zone.

- **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.

- **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.

• Fluvial deposits and Interfluvial Basin deposits represent sediments (clay, silt and sand) deposited by streams in nearly level lowland areas.

• **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.

CITY OF BERKELEY GEOLOGIC ZONES DISCUSSION

The City of Berkeley Planning Department has defined three Fire Zones that cover the city: Fire Zone 1, Fire Zone 2, and Fire Zone 3. Chapter 19.28 of the Berkeley Building Code defines each of these zones and building restrictions that exist for properties in Zones 2 and 3. The building code can be accessed on the internet at:
http://www.ci. berkeley.ca.us/bmc/berkeley%5Fmunicipal%5Fcode/title%5F19/28/index.html

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.

Fire Zone 2 encompasses areas designated as "Combined Hillside Districts" in the Official Zoning Map of the District" on the Official Zoning Map of the City of Berkeley. The guidelines and requirements regarding allowable roofing types, exterior siding, decks and balconies, as well as requirements for chimney spark arresters, roof overhangs, vents, and underground utility connections that affect properties in Fire Zone 2 apply for Fire Zone 3 as well as additional and more stringent requirements regarding exterior wall protection, roof coverings, under floor areas, utilities, protection of openings, fire warning systems, and brush/vegetation control. This area has the relatively highest fire hazard of the three zones due to restricted road access for fire suppression equipment.

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

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 that ten inches from an exterior wall must be built to fire-resistant city building codes.
6. Vents must be built to resist fire intrusion and are limited regarding where they may be placed on the structure.

NOTE: 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* 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.

Additional natural hazards may exist and be delineated on other sources used by the City in its Planning, Engineering, or Building Departments. 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 city level, contact the city Engineering, Planning or Building Departments.

• END OF LOCAL AREA DISCLOSURES AND DISCUSSIONS SECTION •

JCP Geologists
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The JCP Report™

Property Address: 2012 Delaware A St, Berkeley, Alameda County, CA APN: 057 2050 041 00

Report Number: 200402020019970 Date: 2/3/2004

MELLO-ROOS and SPECIAL ASSESSMENT DETERMINATION

Determination Based on data from an independent tax information service:

The subject property is **WITHIN** a Mello-Roos Special Assessment District

1. Name and Issuing Agency:	**City of Berkeley**	**Contact: Geri McFarland**	**(510) 981-7219**
Project Financed:	**Fire**	**Amount:$ 4.74**	

The subject property is **NOT WITHIN** an assessment district pursuant to the Improvement Bond Act of 1915:

No 1915 Bond Act Special Assessment Districts were determined to have been assessed for this property in the previous tax year.

0.00

The facilities financed by this (these) Mello-Roos and/or Special Assessment(s) may not yet have all been constructed or acquired and it is possible that some may never be constructed or acquired. You should take this assessment and the benefits from the public facilities for which it pays into account in deciding whether to buy this property.

If the property is subject to a Mello-Roos and/or a "1915" Special Assessment District Lien, the Seller must make a good faith effort to provide the Buyer(s) with a "Notice of Special Tax" and/or a "Notice of Special Assessment" as long as the notices are made available by the local agency (Section 1102.6b of the Civil Code). Cities and Counties vary where this type of information may be made available. Contact the local Controller, Finance Department, Treasurer or Tax Assessor for more information regarding the availability of a Notice of Special Assessment.

Discussion

California laws allow "special taxes" and "special assessments" to be levied against a property in addition to ad valorem property taxes in order to help fund benefits such as streets, curbs, gutters and underground sewer and water infrastructure. The "Mello- Roos Community Facilities Act" and the "Improvement Bond Act of 1915" are two of these assessment laws, and assessments made under these laws carry a disclosure obligation as of January 1, 2002 (Section 1102.6b of the Civil Code). This notice is designed to help Sellers fulfill this disclosure obligation.

When either of these assessment laws is activated, an assessment lien is placed against each affected property and a special assessment appears on the property tax bill until the amortized debt is fully paid. An important feature of "Mello-Roos" and "1915 Bond Act" assessment districts is that the lien has a priority status. If the assessment tax is not paid on time, the home can be foreclosed upon and sold through an accelerated foreclosure process. Even though a "special" or "supplemental assessment" may appear on the property tax bill, it is not necessarily a "Mello-Roos" or "1915" bond assessment subject to a property lien or a specific disclosure requirement.

IMPORTANT: This information was obtained from an independent tax information service using their proprietary database. It is not a substitute for a title report, for special tax information that may be contained in a title report, or for title insurance. There is a limited number of properties that may be subject to Special Assessment that are not included in this tax database. If the seller has any additional information on Special Tax Assessment(s) that do not appear in this report, this must be disclosed to the buyer.

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Report Number: 200402020019970 Date: 2/3/2004

FORMER MILITARY ORDNANCE SITE DISCLOSURE

Determination

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

RAC Scoring

A risk assessment procedure was developed by U.S. Army Corps of Engineers (USACE) to prioritize the remedial actions at FUD sites. Each FUD site is given a Risk Assessment Code (RAC) score to describe the site status. The risk assessment is based on the best available information resulting from records searches, reports of Explosive Ordnance Disposal (EOD) detachment actions, field observations, interviews, and measurements. The RAC is dependent on two factors: hazard severity and probability.

RAC 1 - Imminent Hazard
RAC 2 - Action required to mitigate hazard
RAC 3 - Action required to evaluate potential threat - Archives search and site investigation
RAC 4 - Action required to evaluate potential threat - Archives search
RAC 5 - No action required

Discussion

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

COMMERCIAL OR INDUSTRIAL ZONING DISCLOSURE

Determination

Based on publicly-available parcel zoning records only:
The property IS within one-mile of a property that is zoned for industrial or commercial use.

Discussion

The seller of residential real property who has actual knowledge that the property is affected by or zoned to allow commercial or industrial use described in Section 731a of the Code of Civil Procedure shall give written notice of that knowledge to purchasers as soon as practicable before transfer of title (California Civil Code Section 1102.17). The Code of Civil Procedure Section 731a defines industrial use as areas in which a city and/or county has established zones or districts under authority of law wherein certain manufacturing or commercial or airport uses are expressly permitted.

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

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AIRPORT INFLUENCE AREA DISCLOSURE

Determination

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

The property IS NOT IN an Airport Influence Area .

Discussion
An "airport influence area," also known as an "airport referral area," is the area in which current or future airport-related noise, over flight, safety, or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses as determined by an airport land use commission.

JCP uses the current Airport Influence Area maps provided to us by County Airport Land Use Commissions The inclusion of military and private airports varies by County and therefore, depending on the County, military and private airports may or may not be included in this disclosure.

AIRPORT NOISE DISCLOSURE

Determination

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

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

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

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

NOTE: The *Airport Noise Compatibility Planning Program* is voluntary. Not all airports have elected to participate. Not all property in the vicinity of an airport is exposed to 65dB CNEL or greater average aviation noise levels. Conversely a property may be at some distance from an airport and still experience aviation noise. JCP obtains updated maps once yearly. Purchasers should be aware that aviation noise levels can vary seasonally or change if airport usage changes after a map is published or after JCP receives the updated maps within the schedule set by JCP. JCP uses the most seasonally conservative noise exposures provided.

Federal funding may be available to help airports implement noise reduction programs. Such programs vary and might include purchasing properties, rezoning, and insulating homes for sound within 65dB areas delineated on CNEL maps. Airport owners have also cooperated by imposing airport use restrictions that include curfews, modifying flight paths, and aircraft limitations.

JCP Geologists
A Division of ABS Consulting

The JCP Report™

Property Address: 2012 Delaware A St, Berkeley, Alameda County, CA APN: 057 2050 041 00

Report Number: 200402020019970 Date: 2/3/2004

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

All parties acknowledge that the following disclosure is hereby incorporated into the Residential Purchase Agreement and Deposit Receipt for the subject property of this report:

Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

Once this notice is provided to the buyer, the seller and agent are not required to provide additional information, unless they have personal knowledge of the existence or proximity of a registered sex offender.

Local Information Locations For The Subject Property:
All sheriffs' departments and every police department in jurisdictions with a population of 200,000 or more are required to make a CD-ROM available free to the public for viewing. Although not required, many other law enforcement departments in smaller jurisdictions make the CD-ROM available as well. Please call your local law enforcement department to investigate availability.
According to current records your local law enforcement department phone number is (510) 667-3190.

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

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

The information is also available at (900) 463-0400 for $10 per call to inquire about up to two individuals.

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). When requesting access to the information, you may be asked to provide personal identification information as well as to comply with local authority's information release requirements.

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Property Address: 2012 Delaware A St, Berkeley, Alameda County, CA APN: 057 2050 041 00

Report Number: 200402020019970 Date: 2/3/2004

MOLD ADVISORY

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

For molds to grow and reproduce, they need only a food source - any organic material, such as leaves, wood, paper, or dirt and moisture. Because molds grow by digesting the organic material, they gradually destroy whatever they grow on. Mold growth on surfaces can often be seen in the form of discoloration, frequently green, gray, brown, or black but also white and other colors.

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

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

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

RADON DISCLOSURE

For Radon Disclosure, JCP Geologists 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 disclosure for this property 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

A "median", like an average, is a central value. 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 very 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 disclosure 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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Property Address: 2012 Delaware A St, Berkeley, Alameda County, CA APN: 057 2050 041 00

Report Number: 200402020019970 Date: 2/3/2004

JCP SERVICES SECTION

Any use of this report is an acknowledgement of and an agreement to abide by the terms stated in this section. For the Natural Hazard Disclosures, JCP Geologists (JCP) examines only the following maps: (a) NFIP Flood Insurance Rate Maps, (b) California Office of Emergency Services Dam Failure Inundation maps, (c) AB 6. Real Estate: disclosure (CDF) maps, (d) Seismic Hazards Mapping Act maps, (e) geologic and seismic hazard maps adopted by the county as part of its General Plan's Safety Element, (f) geologic and seismic hazard maps adopted by the city as a part of its General Plan's Safety Element, (g) LOMR's or LOMA's (made available to us), for location of the above property as identified by the seller or seller's agent. JCP relies on these official sources for the information in this report and does not produce, maintain or verify the information. Our services include, where appropriate, use of the assessors rolls, cadastral-type maps, photographic enlargements of maps and various cartographic techniques to locate the site on the appropriate map. The determination is made as accurately as reasonably possible using these said maps. For purposes of defining property lines, the assessor's parcel number and parcel maps are used. Any errors in the assessor's rolls may affect the determination procedures.

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

Our determination for Mello-Roos Special Tax Assessments was made using a proprietary third-party database of Community Facilities Districts (CFD) that have issued bonds as the method to pay for facilities. Only CFD's which levied a tax against the subject property in the previous tax year are disclosed. CFD information may not be available if the property is in foreclosure for delinquent or non-payment of a Mello-Roos Assessment. JCP cannot be held responsible for not reporting these cases. The databases are deemed to be accurate based on information supplied by bond issuers. Under no circumstances will JCP Geologists be responsible for errors in the data supplied by bond issuers and suppliers of the tax databases. Information is updated on a yearly basis as soon as reasonably possible after updated information is released.

No study of the assessor's or jurisdiction's files was made to determine the presence of any other tax or assessment which may exist for the property. Other types of "special assessments" likely exist that are not Mello-Roos Assessments. This JCP report is for disclosure only and is not intended to provide any type of tax advice. JCP suggests that if any party to this transaction has any concerns or questions regarding Mello-Roos Community Facilities Districts, or 1915 Special Assessment Districts they contact an appropriate expert.

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

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

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

If any party to this transaction has concerns relative to the stability or condition of the property or if "red flags" are observed during any party's inspection, we suggest that a consultant be retained to study the site and render an opinion.

END OF REPORT

Property Tax Disclosure
California Tax Data
www.californiataxdata.com

INVOICE

Transaction ID: 82382

Requestor

Date Ordered: 02/02/04
Ordered By: TRICIA SWIFT
Company: THE GRUBB CO
Address: 1960 MOUNTAIN BLVD
OAKLAND,CA
Phone: 510-339-0400
Fax: 510-339-9129

Escrow

Company: THE GRUBB CO
Officer: TRICIA SWIFT
Escrow No.: 1960 MOUNTAIN BLVD
Address: 1960 MOUNTAIN BLVD
OAKLAND, CA 94611
Phone: 510-339-0400
Fax: 510-339-9129

Subject Property

County: ALAMEDA
APN: 057 -2050-041-00
Address: 2012 DELAWARE ST A
Tax Year: 2003

Report

Transaction ID: 82382
Report Version: CTDRV1
Query ID: 393695

Delivery Information

Emailed To: GHEREBEN@GRUBBCO.COM

Payment Information

Quantity	Description	Amount Due
1	California Tax Disclosure Report	$29.95

Remit Payment To:

California Tax Data
1011 Brioso, Suite #110
Costa Mesa, CA 92627

PLEASE NOTE

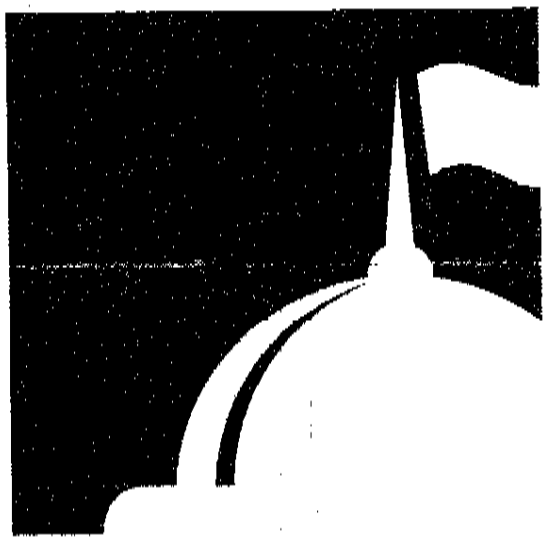
1. Please include escrow number, our Transaction ID number and the Subject Property address on remittance advice.
2. REALTORS—please ensure escrow has a copy of this Invoice
3. This report is **void and not guaranteed** if it is not paid within 30 days after the close of escrow.

Check should be payable to: California Tax Data

If this escrow is cancelled for any reason, please contact us so that we may update our records. Please disregard any duplicate bills for this subject property on this specific escrow account. There should be no more than one charge for a California Property Tax Disclosure Report per property per escrow.

order online www.CaliforniaTaxData.com / or by fax: (949) 631-1487

California Tax Disclosure Report



California *Tax Data*
www.californiataxdata.com

This report satisfies the seller's obligation, pursuant to Civil Code Section 1102.6b, to disclose all special tax and/or assessment districts affecting the subject property

This Report Prepared Especially For:

THE GRUBB CO

Your #1 Source for Property Tax Information
(Including Mello-Roos and 1915 Act Disclosures)

California Tax Data, Inc. 1011 Brioso Drive #110, Costa Mesa, CA 92627
Tel 877-FIND TAX (877-346-3829) | info@californiataxdata.com
www.californiataxdata.com

Property Tax Disclosure
California Tax Data
www.californiataxdata.com

Page number: 1
Report date: 2/2/2004 5:12:55 PM
Invoice No.: 82382
Query No.: 393695
Reference:

PROPERTY TAX DISCLOSURE REPORT FOR:

Property Address: 2012 DELAWARE ST A

Table Of Contents

Notice of Special Tax and Assessment *Pursuant to Section 1102.6b of the California Civil Code*	2
Notice of Special Tax and Assessment Signature Page	4
Description of Mello-Roos Community Facilities District(s)	5
Tax Bill General Breakdown	6
Description of Property Tax Charges	7
Terms, Conditions and Limitations	9

NOTE

This report is void and not guaranteed if it has not been paid for within 30 days after the close of escrow.

In preparing this report, California Tax Data has relied upon the statutes identified and has reviewed the records referred to in each determination. These are available to the public as Government Records to make the determinations if and to what extent each special tax and assessment statute applies to the subject property. Receipt or use of this report by recipient or any other third party constitutes acceptance of the terms and conditions detailed at the end of this document. Please read these terms and conditions carefully. This report is not a warranty or a policy of insurance. This report is prepared by California Tax Data to comply with certain California laws relating to the disclosure of a continuing lien securing the levy of special taxes pursuant to the Mello-Roos Community Facilities Act (Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code) or to a fixed lien assessment collected in installments to secure bonds issued pursuant to the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500) of the Streets and Highways Code) in connection with the sale of real property in California.

NOTICE OF SPECIAL TAX AND ASSESSMENT

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

Assessor's Parcel Number:	057 -2050-041-00
Property Address or Legal Description:	2012 DELAWARE ST A
Report Date:	2/2/2004 5:12:55 PM

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR PURCHASING THIS PROPERTY.

1. MELLO-ROOS COMMUNITY FACILITIES DISTRICTS

Mello-Roos Community Facilities Districts ("CFD") provide a method of financing certain public capital facilities and services especially in developing areas and areas undergoing rehabilitation. Public improvements funded by Mello-Roos CFDs may include, but are not limited to, roads, schools, water, sewer and storm drain facilities. Public services funded by Mello-Roos CFDs may include, but are not limited to, police and fire protection services, recreation program services, and flood or storm protection services. Mello-Roos CFDs commonly fund the construction of public improvements through the issuance of bonds. A special tax lien is placed on property within the district for the annual payment of principal and interest as well as administrative expenses. Typically, the annual special tax continues until the bonds are repaid, or until special taxes are no longer needed. In most instances but not all, the special tax is collected with regular property taxes.

This property is within the Mello-Roos CFD(s) listed below and is subject to a special tax, that will appear on your property tax bill. This special tax is in addition to the regular property taxes and any other charges and benefit assessments that will be listed on the property tax bill. This special tax may not be imposed on all parcels within the city or county where the property is located. This special tax is used to provide public facilities or services that are likely to particularly benefit the property.

The maximum tax rate, the maximum tax rate escalator, and the authorized facilities which are being paid for by the special taxes and by the money received from the sale of bonds which are being repaid by the special taxes, and any authorized services are indicated below. These facilities may not yet have all been constructed or acquired and it is possible that some may never be constructed or acquired.

THIS PROPERTY IS SUBJECT TO MELLO-ROOS COMMUNITY FACILITIES DISTRICT SPECIAL TAX LIEN(S).

1.1 City of Berkeley • (510) 981-7219 • Community Facilities District No. 1 (Disaster Fire Protection)

Current Levy. The annual special tax levy, as shown on the most recent tax bill for the 2003-2004 tax year is **$4.74**

Maximum Tax Rate. The maximum special tax which may be levied against this parcel to pay for public facilities during the 2003-2004 tax year is **$4.74.**

The Special Tax shall be levied for a period not to exceed twenty (20) years commencing with Fiscal Year 2001-2002. Special taxes that pay for ongoing services may be levied indefinitely. The maximum special tax for this parcel may increase if additional improvements are constructed or the use of the parcel changes (e.g., the property use changes from undeveloped to developed, residential to commercial, etc.).

Maximum Tax Rate Escalator. The Maximum Tax Rate amount is fixed and cannot increase without voter approval unless additional improvements are constructed or the use of the parcel changes.

Authorized Facilities. The authorized facilities which are being paid for by the special taxes, and by the money received from the sales of bonds which are being repaid by the special taxes are: fund fire protection facilities including pumping units, ultra large diameter hose, transport and support vehicles, portable hydrants, accessory fittings, hose bridges, and storage sites.

Authorized Services. The special taxes may be used to pay for costs of the following services: fire protection services.

Special Circumstances. None

NOTICE OF SPECIAL TAX AND ASSESSMENT (continued)

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

Assessor's Parcel Number:	057 -2050-041-00
Property Address or Legal Description:	2012 DELAWARE ST A
Report Date:	2/2/2004 5:12:55 PM

2. 1915 BOND ACT ASSESSMENT DISTRICTS

1915 Bond Act assessment districts provide a method of financing certain public capital facilities. Public improvements funded by 1915 Bond Act districts may include, but are not limited to, roads, sewer, water and storm drain systems, and street lighting. 1915 Bond Act assessment districts commonly fund the construction of public improvements through the issuance of bonds. A special assessment lien is placed on property within the assessment district. The lien amount is calculated according to the specific benefit that individual property receives from the improvements and is amortized over a period of years. 1915 Bond Act assessments can be prepaid at any time. In most instances but not all, the assessment is collected with regular property taxes.

Properties within a 1915 Bond Act assessment district are subject to annual assessment installments (a Mello-Roos Community Facilities District special tax and the 1915 Bond Act Assessment District annual assessment installments are hereinafter collectively referred to as "Special Liens"), which are in addition to the regular property taxes and any other charges and benefit assessments that will be listed on the property tax bill. The assessment district issues bonds to finance the acquisition or construction of certain public improvements that are of direct and special benefit to property within the assessment district. The bonds will be repaid from annual assessment installments on property within the assessment district. The special assessment is used to provide public facilities that are likely to particularly benefit the property.

THIS PROPERTY IS NOT SUBJECT TO IMPROVEMENT BOND ACT OF 1915 SPECIAL ASSESSMENT LIEN(S).

MELLO-ROOS COMMUNITY FACILITIES DISTRICT SPECIAL TAXES AND THE 1915 BOND ACT ASSESSMENT DISTRICT ANNUAL ASSESSMENT INSTALLMENTS ARE HEREINAFTER COLLECTIVELY REFERRED TO AS "SPECIAL LIENS." IF SPECIAL LIENS DESCRIBED ABOVE ARE NOT PAID WHEN DUE, FORECLOSURE PROCEEDINGS MAY BE INITIATED AT ANY TIME, AFTER PROPERTY TAXES BECOME DELINQUENT. YOUR PROPERTY MAY BE SOLD FOR THE DELINQUENT AMOUNTS, EARLIER THAN WITH REGULAR PROPERTY TAXES.

YOU SHOULD TAKE THE SPECIAL LIENS DESCRIBED ABOVE AND THE BENEFITS RECEIVED FROM THE PUBLIC FACILITIES AND PUBLIC SERVICES (IF APPLICABLE) FOR WHICH IT PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THIS PROPERTY.

THE INFORMATION PROVIDED IN THIS REPORT WAS PREPARED BY NATIONAL TAX DATA, INC. dba CALIFORNIA TAX DATA ("CTD") AND IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN. THE PURPOSE OF THIS REPORT IS TO ASSIST THE SELLER IN FULFILLING HIS OR HER LEGAL DISCLOSURE REQUIREMENT PURSUANT TO CALIFORNIA CIVIL CODE § 1102.6B. THIS REPORT WAS COMPILED USING INFORMATION OBTAINED FROM THE COUNTY, VARIOUS GOVERNMENTAL AGENCIES AND THIRD PARTIES. CTD IS NOT RESPONSIBLE FOR ANY INACCURACIES OR OMISSION IN THE PUBLIC RECORDS OF THE COUNTY, VARIOUS GOVERNMENTAL AGENCIES OR FOR INFORMATION PROVIDED BY THIRD PARTIES. **THIS REPORT IS NOT A SUBSTITUTE FOR A TITLE REPORT OR TITLE INSURANCE AND MAY NOT BE RELIED UPON AS SUCH.**

YOU MAY OBTAIN ADDITIONAL INFORMATION OR DOCUMENTATION REGARDING THE CREATION OF THE DISTRICT(S) LISTED ABOVE, AND MORE PRECISELY HOW THE CHARGES ARE COMPUTED, AND HOW THE PROCEEDS WILL BE USED, BY CALLING THE CONTACT PHONE NUMBER LISTED ABOVE. THERE MAY BE A CHARGE FOR THE DOCUMENTS NOT TO EXCEED THE ESTIMATED REASONABLE COST OF PROVIDING THE DOCUMENTS.

NOTICE OF SPECIAL TAX AND ASSESSMENT (continued)

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

Assessor's Parcel Number:	057 -2050-041-00
Property Address or Legal Description:	2012 DELAWARE ST A
Report Date:	2/2/2004 5:12:55 PM

SUYER'S CONFIRMATION OF RECEIPT:

I (WE) ACKNOWLEDGE THAT I (WE) HAVE RECEIVED A COPY OF THIS NOTICE. I (WE) UNDERSTAND THAT I (WE) MAY TERMINATE THE CONTRACT TO PURCHASE OR DEPOSIT RECEIPT AFTER RECEIVING THIS NOTICE FROM THE OWNER OR AGENT SELLING THE PROPERTY. THE CONTRACT MAY BE TERMINATED WITHIN THREE DAYS IF THE NOTICE WAS RECEIVED IN PERSON OR WITHIN FIVE DAYS AFTER IT WAS DEPOSITED IN THE MAIL BY GIVING WRITTEN NOTICE OF THAT TERMINATION TO THE OWNER OR AGENT SELLING THE PROPERTY.

Date: _____ Transferee's Signature (Buyer): _____

Date: _____ Transferee's Signature (Buyer): _____

Property Tax Disclosure
California Tax Data
www.californiataxdata.com

DESCRIPTION OF MELLO-ROOS COMMUNITY FACILITIES DISTRICT(S)
Community Facilities District No. 1
City of Berkeley
$9,750,000.00

Summary
Community Facilities District No. 1 was established pursuant to the Mello-Roos Community Facilities Act of 1982. Qualified electors authorized the district in 2000 along with the issuance of up to $9,750,000.00 in bonded indebtedness. Bonds were issued to pay for certain public facilities and/or services that benefit the district. A special tax is levied on properties in the district to pay the interest and principal on the bonds as well as administrative expenses.

What facilities does it pay for?
The authorized facilities which are being paid for by the special taxes, and by the money received from the sales of bonds which are being repaid by the special taxes are: fund fire protection facilities including pumping units, ultra large diameter hose, transport and support vehicles, portable hydrants, accessory fittings, hose bridges, and storage sites.

What services does this pay for?
The special taxes may be used to pay for costs of the following services: fire protection services.

How is the annual levy calculated?
Each parcel is assigned a maximum special tax, which is typically based on development status, property use, and/or size of improvements. The actual annual special tax is based on the interest and principal due on the bonds for the current fiscal year, services costs, if any, and administrative expenses. However, the actual annual special tax cannot exceed the applicable maximum special tax.

Can the annual levy increase?
When the property is classified it is assigned a maximum special tax rate, and the current year's special tax is computed based on a percentage of the maximum special tax rate. The actual special tax may rise from year to year, but not above the maximum special tax rate. In most cases, the maximum special tax rate automatically increases each year, which could result in higher rates from year to year. Since the annual Mello-Roos Special Tax is not a fixed amount, prepayment formulas are often extremely complicated and many Districts do not allow prepayment at all. If additional bonds are issued, it may affect your property taxes.

How long will it be on the tax bill?
The Special Tax shall be levied for a period not to exceed twenty (20) years commencing with Fiscal Year 2001-2002.

Foreclosure Proceedings
The CFD has the right (and if bonds are issued, the obligation) to foreclose on property when the special taxes are delinquent for more than 90 days. Additionally, any costs of collection and penalties must be paid by the delinquent property owner.

Contact Information
City of Berkeley
1900 Addison Street
Berkeley, CA
phone: (510) 981-7219
fax: (510) 883-5276

Consultant Information



Property Tax Disclosure

California *Tax Data*

www.californiataxdata.com

Page number: 6
Report date: 2/2/2004 5:12:55 PM
Invoice No.: 82382
Query No.: 393695
Reference:

BREAKDOWN OF THE 2003-2004 PROPERTY TAX BILL

Property Description

County:	ALAMEDA
Parcel Number:	057 -2050-041-00
Bill Number:	13541600
Tax Rate Area:	13000
Roll Year:	JUL 1, 2003-JUN 30, 2004
Address:	2012 DELAWARE ST A

Current Values

Land:	$52,628.00
Improvements:	$122,800.00
Other	$175,428.00
Total Value:	$350,856.00
Less Exemptions:	$7,000.00
Net Taxable Value:	$168,428.00

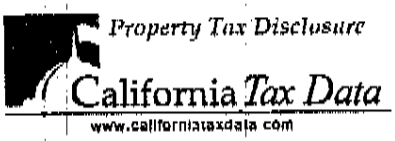
This report is an estimate of the original secured property tax bill charges for the above-mentioned property using information obtained from the County on a given date. Changes made by the County or the underlying public agencies levying charges against this property after the date of this report may not be reflected in this report.

Ad Valorem

1.	**All Ad Valorem Levies** County of Alameda (510) 272-6564	**Ad Valorem Tax** General	$2,147.12
		Total Basic Levy & Voter Approved Debt:	$2,147.12
		Estimated Tax Rate:	1.275%

Direct Assessments

2.	**Wet Weather Facilities Charges** East Bay Municipal Utilities District (510) 287-1620	**Fee/Charge** Facilities Charge	$58.80
3.	**Library Service** City of Berkeley (510) 981-7219	**Library Services Assessmnent** Library	$48.84
4.	**School Special Tax** Berkeley Unified School District (510) 644-6470	**School District Special Tax** Education	$46.46
5.	**Clean Storm Water** City of Berkeley (510) 981-7219	**Flood Control/Storm Drainage Assessment** Clean Storm Water	$40.38
6.	**Landscape & Park Maintenance** City of Berkeley (510) 981-7219	**Landscaping & Lighting District - Park Maintenance** Parks & Recreation	$37.16
7.	**County Service Area E.m. 1983-1 (Paramedic)** County of Alameda (510) 628-5070	**County Service Area** Emergency Medical	$24.32
8.	**Alameda-Contra Costa Parcel Tax** Alameda-Contra Costa Transit District (510) 891-4753	**2/3 Voter Approved Special Tax** Transportation	$24.00
9.	**Berkeley Unified School District Maintenance Special Tax** Berkeley Unified School District (510) 644-6470	**School District Special Tax** Education	$17.96
10.	**County Service Area 1991-1 (Lead Abatement)** County of Alameda (510) 567-6280	**County Service Area** County Services	$10.00
11.	**Paramedic Supplement** City of Berkeley (510) 981-7219	**Paramedics Services Assessment** Emergency Medical	$9.88
12.	**County Service Area V.c. 1984-1 (Vector Control)** County of Alameda (510) 567-6800	**County Service Area** Vector Control	$5.92
13.	**Landscape & Lighting District (East Bay Trails)** East Bay Regional Park District (510) 635-0135	**Landscaping & Lighting District** Landscape & Lighting	$5.44
14.	**Community Facilities District No. 1** City of Berkeley (510) 981-7219	**Mello-Roos Community Facilities District** Capital Facilities	$4.74
15.	**Street Lighting** City of Berkeley (510) 981-7219	**Landscaping & Lighting District** Street Lighting	$4.08
16.	**Emergency Services For Severely Disabled** City of Berkeley (510) 981-7219	**Paramedics Services Assessment** Emergency Medical	$3.52
17.	**Mosquito Abatement District Special Tax** Alameda County Mosquito Abatement District (510) 783-7744	**Mosquito Abatement District** Vector Control	$0.80
		Total Direct Assessment Charges:	$342.30
		Total 2003-2004 Amount:	$2,489.42



Page number:	7
Report date:	2/2/2004 5:12:55 PM
Invoice No.:	82382
Query No.:	393695
Reference:	

DESCRIPTION OF PROPERTY TAX CHARGES

Ad Valorem Tax
An Ad Valorem Tax is a tax levied on a parcel that is calculated based on the assessed value of the parcel. Ad valorem taxes may include those taxes that were approved by voters before that passage of Proposition 13 in 1978, General Obligation Bonds or Special Taxes that are based on assessed value as opposed to some other method. Taxes that were established before 1978 may be used for various services and improvements and may or may not be associated with public indebtedness (the issuance of municipal bonds). A General Obligation Bond is a municipal bond that may be issued by a city, county or school district in order to finance the acquisition and construction of public capital facilities and real property. Equipment purchases and the cost of operation and maintenance cannot be financed with a General Obligation Bond. Special Taxes are created pursuant to various California Code Sections and require 2/3 majority approval of the qualified voters for approval. A special tax is may be formed by a local government (a city, county, special district, etc...) in order to finance specific facilities and/or services and cannot be used for general purposes.

Fee/Charge
A Fee or Charge is created pursuant to various California Code Sections that is a voluntary charge imposed on an individual. State law requires that a fee cannot exceed the estimated reasonable cost of providing a service or facility, or else it is considered a special tax. Many special districts, such as those that provide water or electricity, impose fees or charges. Fees usually show up on utility bills, although some fees or charges are collected annually as a separate line item on the County property tax bills for each of the parcels within the district..

Library Services Assessmnent
A library services assessment is a general category of direct property tax charges that may be levied pursuant to various California legal Codes. The assessment pays for library services available to the residents of the area affected by the assessment.

School District Special Tax
A Special Tax for schools is created pursuant to the Government Code Section 50079-50079.5. upon 2/3 majority approval of the qualified voters. A municipal bond may be issued in order to finance public school facilities. The debt is paid over time from the levy of the special tax. The levy of the special tax may also be used to directly finance facilities and/or services.

Flood Control/Storm Drainage Assessment
A Flood Control/Storm Drainage Assessment is a special assessment created pursuant to the Health and Safety Code Section 5470 et seq. upon majority approval of the property owners during an assessment balloting procedure. A Flood Control/Storm Drain Assessment may be created by a local government (a city, county, special district, etc...) in order to finance flood control/storm drainage facilities and services. A Flood Control/Storm Drain Assessment must provide special benefit to the properties within the service area in order to be levied.

Landscaping & Lighting District - Park Maintenance
A 1972 Act Landscaping and Lighting District is a special assessment district created pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500 et seq.) upon majority approval of the property owners during an assessment balloting procedure. A 1972 Act Landscaping and Lighting District may be formed by a local government (a city, county, special district, etc...) in order to finance certain services that benefit the properties within the district. A 1972 Act Landscaping and Lighting District must provide special benefit to the properties within the district in order to levy special assessments. A 1972 Act Landscaping and Lighting District will include the ability to issue municipal bonds to finance improvements pursuant to the Improvement Bond Act of 1915 (Streets and Highways Code Section 8500 et seq.) however this is not common.

County Service Area
A County Service Area, known as a CSA, is a multi-purpose special district created pursuant to Government Code Section 25210.1 et seq. upon majority approval of the qualified voters during an election procedure. A CSA may include all or part of the unincorporated area of a county that provides wide variety of facilities and services within the CSA. A CSA is used to identify areas that desire a higher level of specific services than those already provided within the entire county. A CSA must provide special benefit to the properties within the CSA in order to levy special assessments and/or fees/charges may provide general benefit and/or special benefit to the properties within the CSA in order to levy special taxes and/or ad valorem taxes. A Community Services District will include the ability to issue municipal bonds to finance facilities. The debt is paid over time from the levy of the assessments.

2/3 Voter Approved Special Tax
A Special Tax is created pursuant to the Government Code Section 50075 et. Seq. upon 2/3 majority approval of the qualified voters. A municipal bond may be issued in order to finance public facilities and/or services. The debt is paid over time from the levy of the special tax. The levy of the special tax may also be used to directly finance facilities and/or services.

Paramedics Services Assessment
A Paramedics Services Assessment is a special assessment created upon majority approval of voters. A Paramedic Services Assessment may be levied or bonds issued by a local government (a city, county, special district, etc...) in order to finance certain services that benefit the citizens within the district.

Landscaping & Lighting District
A 1972 Act Landscaping and Lighting District is a special assessment district created pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500 et seq.) upon majority approval of the property owners during an assessment balloting procedure. A 1972 Act Landscaping and Lighting District may be formed by a local government (a city, county, special district, etc...) in order to finance certain services that benefit the properties within the district. A 1972 Act Landscaping and Lighting District must provide special benefit to the properties within the district in order to levy special assessments. A 1972 Act Landscaping and Lighting District will include the ability to issue municipal bonds to finance improvements pursuant to the Improvement Bond Act of 1915 (Streets and Highways Code Section 8500 et seq.) however this is not common.

Mello-Roos Community Facilities District
A Mello-Roos Community Facilities District, known as a CFD, is a special tax district formed by a local government (a city, county, special district, etc...) in order to finance certain designated facilities and/or services which benefit the properties within the CFD. Often, a CFD will include the ability to issue municipal bonds to finance facilities and the debt is paid over time from the levy of the special tax. The levy of the special tax may also be used to directly finance facilities and/or services.

Mosquito Abatement District
A Mosquito Abatement District is a special assessment district created pursuant to the Health and Safety Code Section 2270 et seq., in order to collect costs of a local government (a city, county, special district, etc...) for the abatement of mosquitoes. One-time abatements include a notice to the property owner prior to abatement followed by a public hearing. Upon abatement, if the amount owing remains delinquent, a recorded lien is placed on the parcel for the abatement amount, which may include a surcharge that is usually 10% of the amount or is an administrative charge based on actual administrative costs. Ongoing abatements are established upon majority approval of the property owners during an assessment balloting procedure.



Property Tax Disclosure

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Page number:	9
Report date:	2/2/2004 5:12:55 PM
Invoice No.:	82382
Query No.:	393695
Reference:	

Terms, Conditions and Limitations

This report and the determinations made herein were prepared by California Tax Data, Inc. ("CTD"). Only the buyer (and his/her agent) and the seller (and his/her agent) may use or rely on this report. The determinations made in this report are time-sensitive. Therefore, the information in this report may be considered accurate only as of the date shown herein. Governmental actions occurring after the date of this report are not disclosed, and CTD is under no duty to update this report when or if new tax information is released or becomes available. The sole purposes of this report are to (a) make preliminary determinations regarding whether current secured tax rolls contain Mello-Roos Community Facilities District Special Taxes or 1915 Bond Act Special Assessments against the subject property, and (b) assist the seller in fulfilling his/her duty to comply with California Civil Code §1102.6b. This report is not a substitute for a title report or title insurance and may not be relied upon as such.

This report is for the exclusive benefit and reliance of the specific buyer and specific seller mentioned herein and there shall be no third party beneficiaries. This report may not be used in any subsequent transaction affecting the subject property. This report is void and not guaranteed if it has not been paid for within 30 days after the close of escrow.

This Report addresses special tax assessment matters only. It does not address matters related to (a) title or title defects, (b) earthquake zones, flood zones, fire zones or other natural hazard zones, (c) survey or geologic issues, (d) land use or zoning, (e) the California Subdivided Lands Act or the Subdivision Map Act, (f) compliance with other federal, state or local laws, ordinances or restrictions that may apply to the property, such as the Americans with Disabilities Act and building codes, (g) restrictions affecting the use, occupancy or development of the property imposed by any state, local or federal governmental agency, including without limitation, flood control districts, the California Coastal Commission, joint power districts, water districts, agencies or school districts, (h) any permits of any nature that may be required for the current or anticipated future use of the property, or (i) any other legal concerns that might affect the property.

CTD has prepared this report solely based upon records and information provided by various governmental and private agencies. CTD has assumed that these records and information are accurate and complete, and CTD has not conducted any independent verification of their accuracy or completeness. CTD hereby disclaims all liability and shall not be responsible for any inaccuracies or omissions in the public records or information supplied by the various governmental and private agencies supplying information to CTD.

In order to prepare this report, either the seller (or his/her agent) or the buyer (or his/her agent) supplied CTD with the Assessors Parcel Number ("APN") for the subject property. CTD has not verified the accuracy of the APN. This report was prepared based upon such APN, and CTD shall not be responsible or liable for any losses, liabilities or damages resulting from an incorrect APN.

BY ACCEPTING OR USING THIS REPORT, THE BUYER AND SELLER HEREBY AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, AND LIMITATIONS OF LIABILITY STATED HEREIN.