

2829

Buena Vista Way, Berkeley, CA, 94708

11/01/06

261508

BUILDING NO. STREET, CITY, STATE, ZIP

INSPECTION DATE REPORT NO.

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

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

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

#### UBAREA - VENTILATION:

Item 1A: Wood scraps and debris are littering the subarea soil.

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

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

Item 1B: Minor earthwood contacts due to soil sloughage noted in the subarea.

RECOMMENDATION: Owner to grade the soil in order to eliminate earthwood contacts.

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

#### XTERiors - ABUTMENTS:

Item 6A: Some minor decay and past powder post beetles noted to the exterior siding adjacent to the upper balcony deck. Others have replaced much of the siding in this area in the past.

RECOMMENDATION: Interested parties are to engage the services of an appropriate tradesperson to remove damaged siding and replace with new material as required.

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

#### GENERAL CONDITIONS

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

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

C. The hall bathroom floor surface is granite tile and the stall shower is glass tile. These surfaces appear to be serviceable.

D. The downstairs south bedroom bathroom floor surface is stone tile and the stall shower is ceramic tile. The stall shower was water tested and no evidence of leakage or problems could be detected. These surfaces appear to be serviceable.

E. The downstairs north bedroom bathroom floor surface is ceramic tile and the stall shower is stone tile. This stall shower was water tested and no evidence of leakage or problems could be detected. These surfaces appear to be serviceable.

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

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

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

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

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

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



## WORK AUTHORIZATION CONTRACT

Address of Property: 2829 Buena Vista Way, Berkeley, CA, 94708  
 Inspection Date: 11/01/2006  
 Report #: 261508  
 Title Co. & Escrow #:

<b>SECTION 1</b>	<b>SECTION 2</b>	<b>FURTHER INSPECTION</b>
6A: OTHERS	1A: \$ 300.00 1B: OWNER	

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

We Authorize the Following Section 1 Items to be Performed.  
**6A**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Proposed Cost Section 1: \$ 0.00

We Authorize the Following Section 2 Items to be Performed.  
**1A,1B**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Proposed Cost Section 2: \$ 300.00  
 Total - All Sections: \$ 300.00

We Authorize the Following Items for Further Inspection.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Proposed Cost Fur.Insp.: \$ 0.00

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

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

APPROVED AND READ BY: _____	DATE _____	ACCEPTED FOR: MITTS TERMITE CONTROL INC	DATE _____
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## WORK AUTHORIZATION CONTRACT

Address of Property: 2829 Buena Vista Way, Berkeley, CA, 94708  
Inspection Date: 11/01/2006  
Report #: 261508  
Title Co. & Escrow #:

OUR MINIMUM CHARGE FOR REPAIRS IS \$300.00

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

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

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

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

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

### MOLD DISCLAIMER

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

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

\_\_\_\_\_  
Customer's Initials      Date

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

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

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

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

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

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 1963.

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: 2879 Buena Vista Way Berkeley  
Date \_\_\_\_\_ Time \_\_\_\_\_  
(signature) (printed name)

Date \_\_\_\_\_ Time \_\_\_\_\_  
(signature) (printed name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement).  
Revised 1/06 Official C.A.R. Publication 6/06

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

Property Address: \_\_\_\_\_  
Date 4/1/06 Time \_\_\_\_\_  
(signature) (printed name)

Date 11/1/06 Time \_\_\_\_\_  
(signature) (printed name)

NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement).  
Revised 1/06 Official C.A.R. Publication 6/06

Name of Buyer(s) \_\_\_\_\_

Property Address \_\_\_\_\_ 2829 Buena Vista Way Berkeley \_\_\_\_\_

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

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

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

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

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

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

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

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# The GRUBB Co. REALTORS

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

## HOLD HARMLESS AGREEMENT PEST CONTROL

Dated: \_\_\_\_\_ for property located at 2829 Buena Vista Way, Berkeley, by  
and between \_\_\_\_\_, as Buyer(s)  
and Mikell, as Seller(s).

The undersigned buyers have agreed to assume full responsibility for Structural Pest Control Work (AKA: Termite Clearance) after close of escrow. Further, buyer acknowledges that they are aware that if the completion of the work is delayed, more damage could occur and therefore costs for repairs and clearance could exceed the quote by Mitts Termite Control dated 11/01/2006 in the amount of others for section I and in the amount of \$300 BY OWNER for Section II. If buyers choose to have work completed by a general contractor other than a Structural Pest Control Company, further damage may be discovered and a general contractor most likely will not assume responsibility for additional work which may be covered by the Structural Pest Control Company making the original report, had they been contracted to complete the work.

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

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

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

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

Bernard J. Mikell 10/27/06  
Seller Date

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

[Signature] 11/1/06  
Seller Date

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

This is to supplement and become a part of that Real Estate Purchase Agreement dated \_\_\_\_\_ executed by \_\_\_\_\_ Buyers and Bernie Mikell Sellers relating to the purchase of the property at Berkeley, CALIFORNIA.

- Compliance:** If checked, Seller warrants that the Sanitary Sewer Lateral is in Compliance with the City of Berkeley Municipal Code Chapter 17.24. Seller will provide Buyer with a Private Sewer Lateral Certificate prior to Close of Escrow.
- Responsibility for Repairs:** If checked, the subject property is not yet in compliance with the City of Berkeley Municipal Code Chapter 17.24. Repairs shall be paid for prior to close of escrow by:
  - Seller
  - Buyer.
- Responsibility for Mandatory Deposit:** If checked, the subject property is not yet in compliance with the City of Berkeley Municipal Code Chapter 17.24. Buyer and Seller shall give mutual instruction to the Title Company holding escrow that the Mandatory \$4500 deposit for Sewer Lateral Compliance shall be paid by:
  - Buyer or
  - Seller
- Return of Mandatory Deposit:** If checked, after all Sewer Lateral repairs and/or replacement is complete, and a Sewer Lateral Certificate is issued, all funds held by the City of Berkeley shall be returned to:
  - Buyer
  - Seller.

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

Bernie J. Mikell 11/01/06  
Seller Date

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

Debra S. Jones 11/1/06  
Seller Date

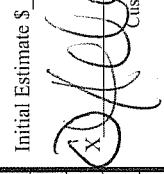
\_\_\_\_\_  
Buyer Date



Customer P.O. # \_\_\_\_\_  
 Time In \_\_\_\_\_ Time Out \_\_\_\_\_ Total Time \_\_\_\_\_  
 RC Inv. # \_\_\_\_\_ ST # \_\_\_\_\_  
 RS Call Slip # \_\_\_\_\_  
**Method of Payment**  
 CASH \_\_\_\_\_ VISA \_\_\_\_\_ MC \_\_\_\_\_ ACCT. \_\_\_\_\_  
 CC# \_\_\_\_\_  
 Exp \_\_\_\_\_ Ck# \_\_\_\_\_  
 Auth# \_\_\_\_\_ Zip \_\_\_\_\_

**Services Agreement:**  
 The estimated price does not include taxes or labor, which may be needed after the work begins. Written Customer Authorization will be obtained before beginning any additional or extended work.

**Authorization:**  
 I authorize the performance of the work, subject to all Terms and Conditions set forth on the face and reverse side hereof. This invoice is due and payable upon completion of work performed.

Initial Estimate \$ \_\_\_\_\_  
  
 Customer Signature

**See Reverse for Terms & Conditions**

Existing Damage? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Explain: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

Add'l Work \$ \_\_\_\_\_ Initial \_\_\_\_\_  
 Add'l Work \$ \_\_\_\_\_ Initial \_\_\_\_\_  
 Add'l Work \$ \_\_\_\_\_ Initial \_\_\_\_\_

We are "The Pipe Cleaning Experts."

Van # 2  
 Account # \_\_\_\_\_  
 Phone # \_\_\_\_\_  
 Contact \_\_\_\_\_

Tech. No. 4  
 Technician HENRY  
 Bill To: \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ St. \_\_\_\_\_ Zip \_\_\_\_\_

Machine Used:  
 01 Super Vee \_\_\_\_\_  
 02 Mini Rooter \_\_\_\_\_  
 03 T-3 \_\_\_\_\_  
 04 Maxi Rooter \_\_\_\_\_  
 05 Plunger \_\_\_\_\_  
 06 Auger \_\_\_\_\_  
 07 Camera \_\_\_\_\_  
 08 Line Locator \_\_\_\_\_  
 09 Falcon 1500 \_\_\_\_\_  
 10 Hawk 3000 \_\_\_\_\_  
 11 Jetter \_\_\_\_\_

Location of Problem:  
 01 Kitchen Sink \_\_\_\_\_  
 02 Laundry Line \_\_\_\_\_  
 03 Wash Bowl \_\_\_\_\_  
 04 Bath Tub \_\_\_\_\_  
 05 Shower \_\_\_\_\_  
 06 Toilet \_\_\_\_\_  
 07 Main Dr. \_\_\_\_\_  
 08 Storm Dr. \_\_\_\_\_  
 09 Pool Dr. \_\_\_\_\_  
 10 Sep. Tk. \_\_\_\_\_  
 11 Urinal \_\_\_\_\_  
 12 Grease Trap \_\_\_\_\_  
 13 Fl. Drain \_\_\_\_\_  
 14 Fl. Sink \_\_\_\_\_  
 15 Disposal \_\_\_\_\_  
 16 Pl. Repair \_\_\_\_\_  
 17 Water Heater \_\_\_\_\_  
 18 Sewer Repair \_\_\_\_\_  
 19 Add Line \_\_\_\_\_  
 20 Parts \_\_\_\_\_  
 21 Clean-out \_\_\_\_\_  
 22 Other \_\_\_\_\_

Warranty \_\_\_\_\_  
 PM \_\_\_\_\_  
 Prior Problems \_\_\_\_\_  
 How Many Mos. Ago? \_\_\_\_\_  
 Same Problems? Yes \_\_\_\_\_ No \_\_\_\_\_

Job Location 2024 BUENA VISTA WY  
 City BEVERLEY St. CA Zip 94702 2133  
 X St. \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Map \_\_\_\_\_

Access: \_\_\_\_\_  
 Trap \_\_\_\_\_  
 C/O \_\_\_\_\_  
 MH \_\_\_\_\_  
 Fix \_\_\_\_\_  
 Other \_\_\_\_\_

**FOLLOW UP REG.**  
 Yes \_\_\_\_\_ No \_\_\_\_\_  
 Cable / Blade \_\_\_\_\_  
 Distance \_\_\_\_\_

Description of Services and Materials		Estimate	Actual
PERFORMED CAMERA INSPECTION OF MAIN SEWER THRU CLEAN OUT LOCATED IN BASEMENT - FOUND SEVERAL AREAS WITH ROOT INTRUSION AS WELL AS FRACTURES IN THE LINE - HOUSE DOES NOT HAVE COPE CLEAN OUT AT THE OUTLET * TO REPLACE MAIN SEWER FLOW FROM HOUSE OUTLET UP TO CITY SPEC CURBSIDE CLEAN OUT LOCATED AT THE BOTTOM OF THE HILL LINE IS 110' LONG AND 4' DEEP AT CLEAN OUT COST INCLUDES PERMITS LABEL		175	75
Materials	Chemical	Buyer	
	Sub-Total	Buyer	
	Sales Tax		
	Service		
<b>TOTAL DUE</b>			75

Note: Drain Abuse or pre-existing plumbing problems are cause for voiding warranty:  
 Cause of Blockage: \_\_\_\_\_ Repair Needed? Yes \_\_\_\_\_ No \_\_\_\_\_ See 2nd Inv.# \_\_\_\_\_

Please Pay → This Amount

See Important Information on Reverse Side. Parts Total  
 Celebrating our 10th year Anniversary

Escrow Closing Date \_\_\_\_\_ Address of Property 2829 Biencita Vista Dr.  
 Title Company \_\_\_\_\_ Escrow # \_\_\_\_\_

Number of Residential Structures 1 Number of Units per Structure: 1

**CITY OF BERKELEY  
 ORDINANCE 6099 N.S. (RECO)**

**FORM A**

*Permit NO  
 4-4634*

**RESIDENTIAL ENERGY CONSERVATION ORDINANCE  
 CERTIFICATE OF COMPLIANCE**

Acceptance of this form by the City deems the property to be in compliance with RECO (Ordinance 6099 N.S.). It is given to property owners by the RECO Inspector after a satisfactory RECO inspection and must be filed with the City of Berkeley, Planning Department, Building and Safety Division, 2120 Milvia Street, Berkeley, CA 94704-1113.

	YES	NO	NOT APPLICABLE	
1. Ceiling insulation of minimum thermal resistance value R-30 installed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Furnace heating ducts sealed at plenum and all joints in heating duct system with duct tape or mastic and insulated to a minimum of R-3.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2
3. All domestic storage water heaters insulated with external insulation blanket rated at minimum thermal resistance of R-6.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3
4. Low flow devices or fixtures with maximum flow rate of 3 gallons per minute in all showers, 2.75 gallons per minute in all sinks and lavatories, and 4 gallons per minute in all other faucets.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4
5. Water pipes in pumped, recirculating domestic water heating systems insulated to minimum thermal resistance of R-3.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5
6. Insulated hot and cold water pipes connected to and within 24 inches of water heater insulated to a minimum thermal resistance of R-3.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6
7. Incandescent light bulbs, located in multi-unit structure common areas, replaced with lamps of at least 25 lumens per watt.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7
8. Approved weatherstripping installed on all exterior doors.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8
9. Approved dampers, doors or other devices to block air-flow and reduce heat loss through chimneys.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9
10. Replace existing tank or flushometer-type toilets with fixtures designed to use no more than 1.6 gallons per flush, or modify existing fixtures to reduce the amount of water used while ensuring correct operation. Any toilet installed in a renovation must be designed to use no more than 1.6 gallons per flush.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10

*Due to No Access*

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

If any items are checked "NO" because the maximum required expenditure for this sale has been met, check here and attach itemized receipts (with an explanation, if necessary) and note the maximum required expenditure amount: \$ \_\_\_\_\_

Seller/Owner Bernard J. McKell, Jr  
 (Typed/Printed Name)  
 Seller/Owner Bernard J. McKell, Jr  
 (SIGNATURE)

Buyer \_\_\_\_\_  
 User: REGISTERED Check: \_\_\_\_\_  
 (Typed/Printed Name) \$2400  
 CASH \$15.00  
 Amount tendered \$15.00

Address 500 PATARLO SACTO CA 95864  
 Phone Number (916) 448-5256

Address \_\_\_\_\_  
 Phone Number ( ) \_\_\_\_\_

INSPECTOR NAME & AGENCY Mike J. [Signature] Date 10/6/04  
**A \$15 FILING FEE IS REQUIRED FOR EACH STRUCTURE**

Fee paid by: \_\_\_\_\_  
 Amount paid \$ \_\_\_\_\_  Check # \_\_\_\_\_  Cash Control # \_\_\_\_\_

Original - Building & Safety Yellow canary - owner Pink - RECO inspector



Building and Safety Division

BUILDING PERMIT

No. \_\_\_\_\_

510-981-7500  
Building Inspectors: 510-981-7440  
8-9 AM or 4:30-5 PM

	Date	Inspector	Comment
Set back/lot coverage			
Foundation forms/depth/size			① lower flr U/F blocks, brackets SDS screws up; 2 locations lower flr. ceiling blocks, brackets SDS screws, threaded rod up. 5 locations. OK to cover 2-22-06 SM
Steel			
Anchor bolts			
Holddowns			
UFER			
Underfloor electric			
Underfloor mechanical			
Underfloor plumbing			
Underfloor insulation			
Floor frame ①			
Slab			
DO NOT COVER UNTIL ABOVE IS SIGNED			
Frame electric - rough			② GFI outlet / switches roof outside shower 4-27-06 SEE PLAN 4/3/06
Frame mechanical - rough			
Frame plumbing - rough			
	4-27-06	SM for MW	
Frame			③ lower story frame insulation on side walls 4-5-06
Shear walls			
Framing insulation ③			
DO NOT COVER UNTIL ABOVE IS SIGNED			
Lath - exterior			
Lath - Drywall - Interior	4-27-06	SM	
<b>Fire Department Approvals</b>			
Sprinkler system			
Hood Extinguishing system			
Extinguishing system			
Fire alarm system			
<b>Public Works/Engineering Approvals</b>			
Public Right-of-Way			Buyer _____ Date _____
Sewer			
Drain			Buyer _____ Date _____
<b>Finals - Division/Department</b>			
Fire Department			
Hazardous Materials			
Health Department			
Public Works			
Planning/Zoning			
<b>Final Gas Test</b>			
Gas release to PG&E			
Electrical release to PG&E			
<b>Building and Safety Division</b>			
Final - Electrical			
Final - Plumbing			
Final - Mechanical			
Final - Building			
CERTIFICATE OF OCCUPANCY	10-27-06	SM	



**CITY OF BERKELEY**  
 Permit Service Center  
 Planning and Development Department  
 2120 Milvia Street  
 Berkeley, California 94704

Engineering Permits 981-7500  
 Health Department 981-5310  
 Toxic Land Use permits 981-7410

To Arrange Building Inspections and/or Public Works Inspections Call (510) 981-7444 • Fire Inspections Call (510) 981-5585  
 Telecommunications Device for the Deaf (510) 981-7474 • FAX (510) 981-7505

PERMIT EXPIRES ONE YEAR FROM DATE OF ISSUANCE

Application Number: 03-0004634 Date: 10/20/04  
 Property Address: 2825 BUENA VISTA WAY  
 Parcel Number: 039-2245-029-00  
 Application Description: BUILDING PERMIT - RC-0 EXPRESS  
 Property Use: SINGLE FAMILY RESIDENTIAL  
 Application valuation: 40000

Owner: MIKEL BERNARD J JR & HORTON V  
 5217 MERRI BAY DR  
 CARMICHAEL CA 95608

Contractor: THE HAZELBROTHER COMPANY INC.  
 1501-41ST STREET  
 SACRAMENTO CA 95819  
 (916) 456-8244

Work Description Information:  
 SINGLE FAMILY RESIDENCE  
 Structure Information: REMODEL 2 BATHS, CREATE 1 NEW  
 Construction Type: TYPE V NONRATED  
 Occupancy Type: 1 OR 2 UNITS OR COMBIO-

Permit: BUILDING PERMIT  
 Additional desc: 530.85  
 Permit Fee: 829.00  
 Issue Date: 10/20/04  
 Expiration Date: 10/21/05

Buyer: [Signature]  
 Date: 10/20/04  
 Buyer Fee: 740.00

Permit: ELECTRICAL PERMIT  
 Additional desc:  
 Permit Fee: 102.55  
 Issue Date: 10/20/04  
 Expiration Date: 10/21/05

City Unit Charge Per  
 37.00 20,000 THOU BUILDING BUYER FEE 740.00  
 9.00 2,4000 EA EL21-RECEPTACLE 21.60  
 11.00 2,4000 EA EL22-SWITCH 24.00  
 10.00 2,4000 EA EL23-LIGHT 24.00  
 1.00 23,5500 CHA EL24-ALTER WIRING, EA. CHANGE 23.55  
 3.00 4,3500 CIR EL25-BRANCH CIRCUITS - EACH 12.90

Permit: MECHANICAL PERMIT  
 Additional desc:  
 Permit Fee: 87.00  
 Issue Date: 10/20/04  
 Expiration Date: 10/21/05

Signature of Deputy: [Signature]  
 APPLICATION APPROVAL STATEMENT

APPLICANTS COPY

NOTE: This permit does not become valid until signed by the building official or his deputy and fees are paid, and receipt is acknowledged in the space provided.

**LICENSED CONTRACTOR'S DECLARATION**  
 I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.  
 License No. 21251 License Class: B

**OWNER BUILDER DECLARATION**  
 I hereby affirm under penalty of perjury that I am exempt from the Contractors' State License Law for the following reason (Sec. 7031.5, Business and Professions Code):  
 Any city that requires a permit to construct, alter, improve, demolish or repair any structure, prior to its issuance, also requires the applicant for the permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors' State License Law (Chapter 9 commencing with Section 7000) of Division 3 of the Business and Professions Code or that he or she is exempt therefrom and the basis for a permit and alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).  
 I, as owner of the property, or my employees with wages their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7034, Business and Professions Code). The Contractors' State License Law does not apply to an owner of property who builds or improves thereon, and who does the work himself or herself or through his or her own employees, provided that the improvements are not intended or offered for sale. If, however, the building or improvement is to be sold, transferred or completed, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.  
 I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7034, Business and Professions Code). The Contractors' State License Law does not apply to an owner of property who builds or improves thereon, and who contracts for the projects with a contractor(s) licensed pursuant to the Contractors' State License Law.  
 I am exempt under Sec. \_\_\_\_\_, B. & P.C. for this reason.

**WORKERS' COMPENSATION DECLARATION**  
 I hereby affirm under penalty of perjury one of the following declarations:  
 I have and will maintain a policy of insurance for my workers.  
 I am not required to obtain a policy of insurance for my workers.  
 I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:  
 CARRIER: [Signature]

**POLICY NO.:** [Signature]  
 (This section need not be completed if the permit is for an unlicensed contractor (1000) or for an employer who is not required to carry workers' compensation insurance.)  
 I certify that, in the performance of the work for which this permit is issued, I shall not employ any person in any way that is prohibited by the Labor Code, or that I shall not employ any person in any way that, if I should become subject to the workers' laws of California, would be prohibited by the Labor Code, or that I shall not employ any person in any way that is prohibited by the provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**

**CITY ORDINANCES** (Ordinances available for view on request)  
 In conformance with the City of Berkeley Noise Ordinance, and/or Use Permit, I understand my obligation to comply and work within prescribed hours.  
 I am aware of my responsibilities under the Relocation Ordinance.  
 I certify that I have read and shall use to the maximum extent practicable applicable portions of the State Storm Water Best Management Practices Manual for construction.

**CONSTRUCTION LENDING AGENCY**  
 I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civ. C.).  
 Lender's Name: \_\_\_\_\_  
 Lender's Address: \_\_\_\_\_

**BUILDING & SAFETY - Certificate Of Compliance And Authorization Of Entry.** I certify that I have read this application and state that the information given is correct. I agree to comply with all state laws and city ordinances relating to building construction and authorize a representative of the City of Berkeley Building and Safety Division to enter upon the property for which I have applied for this permit for the purpose of making inspections.  
 **ENGINEERING - Certificate Of Compliance.** I, hereby agree, to identify and hold harmless the City of Berkeley, with its agents and employees, from all work under BMC Title 16 and 17 from or out of work under BMC Title 16 and 17.  
 I, hereby certify that the plans and the Uniform Building Code of the City of Berkeley, all special provisions made a part of this permit, whether written or oral, and to the satisfaction of the Director of Public Works. I furthermore agree to comply agree to comply with all regulations and ordinances of the City of Berkeley.  
 CONTRACTOR  OWNER  AUTHORIZED AGENT

PRINT NAME: [Signature] DATE: 10/20/04  
 SIGNATURE: [Signature]



**CITY OF BERKELEY**  
 Permit Service Center  
 Planning and Development Department  
 2120 Milvia Street  
 Berkeley, California 94704

Building and Safety 981-7480  
 Engineering Permits 981-7500  
 Health Department 981-5310  
 201-7467  
 981-7460  
 Toxics  
 Land Use Zoning 981-7410

To Arrange Building Inspections and/or Public Works Inspections Call (510) 981-7444 • Fire Inspections Call (510) 981-5585  
 Telecommunications Device for the Deaf (510) 981-7474 • FAX (510) 981-7505

Application Number 04-200004634  
 Property Address 2227 BUENA VISTA WAY  
 City Unit Charge Per  
 3.00 10.7000 EA BASE FEE  
 10.0000 EA MESI-DUCTS, FANS, REGISTERS  
 Permit PLUMBING PERMIT  
 Additional Desc  
 Permit Fee 121.00  
 Issue Date 10/20/04  
 Expiration Date 10/21/05  
 Plan Check Fee .00  
 Valuation 22.10  
 Extension 10/20/04

City Unit Charge Per PLED-FIXTURES (INCL DAW) 121.00  
 Special Notes and Comments  
 Remodel two existing bathrooms, add new bathroom in existing storage closet. Build full height wall at den at existing half-wall. Replace decking and guardrails only at front and rear decks. Decking at under Hillside Ordinance exception. Must comply with Restrictions in Fire Zones.

Other Fees	Charged	Paid
FILING FEE - BUILDING	1147.50	1147.50
FILING FEE - ELECTRICAL	532.85	532.85
FILING FEE - MECHANICAL	448.11	448.11
FILING FEE - PLUMBING	2134.51	2134.51
FIL LIFE SAFETY FC		
TECHNOLOGY FEE		
SUSTAINABLE DEVELOPMENT		
SMT - RESIDENTIAL		
TITLE 24, DISABLED		
TITLE 24, ENERGY		
TECHNOLOGY FEE SLEO PMT		
TECHNOLOGY FEE MECH PMT		
TECHNOLOGY FEE PLBG PMT		

Fee Summary

Permit Fee Total	Plan Check Total	Other Fee Total	Grand Total
1147.50	532.85	448.11	2134.51

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

APPLICATION APPROVAL STATEMENT  
 Signature of Deputy: \_\_\_\_\_

NOTE: This permit does not become valid until signed by the building official or his deputy and fees are paid and receipt is acknowledged in the approved permit.

APPLICANTS COPY

**LICENSED CONTRACTOR'S DECLARATION**  
 I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 6 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.  
 License No. 816711 License Class B

**OWNER BUILDER DECLARATION**  
 I hereby affirm under penalty of perjury that I am exempt from the Contractors State License Law for the following reason (Sec. 7011.5, Business and Professions Code):  
 Any city that requires a permit to construct, alter, improve, demolish or repair a signed structure, prior to its issuance, also requires the applicant for the permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors' State License Law Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code or that he or she is exempt therefrom and the basis for the exemption.  
 Any violation of Section 7011.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).

I am owner of the property, or my employee with wages at least sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professions Code). The Contractors' State License Law does not apply to an owner of property who builds or improves thereon, and who does the work himself or herself or through his or her own employees, provided that the improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, or if the contractor will have the burden of proving that he or she did not build or improve for the purpose of sale.

I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code). The Contractors' State License Law does not apply to an owner of property who builds or improves thereon, and who contracts for the projects with a contractor(s) licensed pursuant to the Contractors' State License Law.

I am exempt under Sec. \_\_\_\_\_, B. & P.C. for this reason.

**WORKERS' COMPENSATION DECLARATION**  
 I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.  
 I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:  
 CARRIER: State Farm

**POLICY NO.:** \_\_\_\_\_  
 (This section need not be completed if the permit is for one hundred dollars (\$100) or less.)  
 I certify that, in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to cause or suggest to the worker's compensation carrier that the worker is not an employee of the contractor for the purposes of the provisions of Section 3700 of the Labor Code, and I shall indemnify the contractor against the consequences of such violation of these provisions.

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION DAMAGES AS PROVIDED FOR IN SECTION 3700 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**

**CITY ORDINANCES** (Ordinances available for view on request)  
 In conformance with the City of Berkeley Noise Ordinance, and/or Use Permit, I understand my obligation to comply and work within prescribed hours.  
 I am aware of my responsibilities under the Relocation Ordinance.  
 I certify that I have read and shall use to the maximum extent practicable applicable portions of the State Storm Water Best Management Practices Manual for construction.

**CONSTRUCTION LENDING AGENCY**  
 I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civ. C.).  
 Lender's Name: \_\_\_\_\_  
 Lender's Address: \_\_\_\_\_

BUILDING & SAFETY - Certificate Of Compliance And Authorization Of Entry. I certify that I have read this application and state that the information given is correct. I agree to comply with all state laws and city ordinances relating to building construction and authorize a representative of the City of Berkeley Building and Safety Division to enter upon the property for which I have applied for this permit for the purpose of making inspections.  
 ENGINEERING - Certificate Of Compliance. I, hereby agree, to indemnify and hold harmless the City of Berkeley and its officers and employees from and against all claims, damages, losses or costs, including reasonable attorneys' fees, that may be asserted against the City of Berkeley, all special provisions made a part of this permit, whether written or oral, and to the satisfaction of the Director of Public Works. I furthermore agree to comply agree to comply with all regulations and ordinances of the City of Berkeley.  
 CONTRACTOR  OWNER  AUTHORIZED AGENT

PRINT NAME \_\_\_\_\_ DATE 10/20/04  
 SIGNATURE \_\_\_\_\_



**TESTING ENGINEERS, INC.**

Quality Assurance Services  
Materials Consulting  
Since 1954

October 19, 2006

**City of Berkeley**  
Building Inspection Department  
2120 Milvia Street  
Berkeley, California 94704

TEI Project No. 48442  
Permit No. 04-04634

Subject: **FINAL REPORT**

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

Project: **2829 Buena Vista Way**  
*(Mikell Residence)*  
**Berkeley, California**

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

Gentlemen;

In accordance with Section 1701.3 of the Uniform Building Code, we have provided special inspection of:

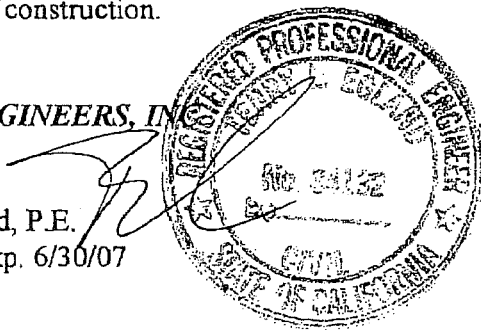
- High strength bolting (Verified the use of A307 bolts).
- Structural field welding. Inspection limited to weld size, lengths, profiles and surface quality. **Cannot verify** welding procedures, welder qualifications, fit-up, etc.

These inspections were performed by personnel under the general supervision of a Registered Civil Engineer in the State of California. Based upon our inspections performed and our substantiating reports, the inspected work requiring special inspection was, to the best of our knowledge, in conformance with the approved plans and specifications, the applicable workmanship provisions of this Code, and any changes by the Engineer of Record.

Details of our work on this project are contained in our testing and inspection reports that were submitted during the progress of construction.

**TESTING ENGINEERS, INC.**

Terry L. Egland, P.E.  
CE #34132, Exp. 6/30/07



cc:  
The Hazelroth Co./T.Hazelroth  
Bernie Mikell





# TESTING ENGINEERS, INC.

2811 Teagarden St.  
San Leandro, CA 94577

510-835-3142  
800-660-3142

510-834-3777 fax

San Leandro • San Jose • Martinez

## INSPECTION REPORT

Week Ending: 10/13/06

PROJECT # 48442

TYPE OF INSPECTION:  
Visual Welding

PROJECT:

2829 Buena Vista Way  
(Mikell Residence)  
Berkeley, CA

PLACE OF INSPECTION:  
Jobsite

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

Permit # 04-04634

DATE 10/11/06

HOURS 4

INSPECTOR D. Wertz

Reported to the jobsite as requested.

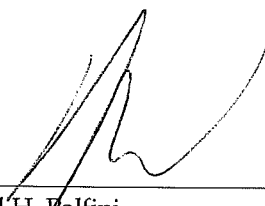
Performed visual inspection of welding previously completed without special inspection.

Weldments consist of fillet welds joining 3-1/2" x 3-1/2" tube steel diagonals to 7" x 4" angles and flat connector plates; also flat connector plate to 12" x 4" tube steel column for main floor balcony (main deck and both lower floor balconies).

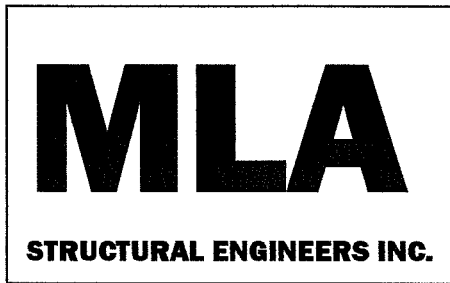
Verified the installation of A307 bolts at the diagonal to house connections for the balconies.

NOTE: Inspection was limited to weld sizes, lengths, profiles and surface quality. Cannot verify proper welding procedures, welder qualifications, fit-up, etc.

The preceding work, *as noted*, was to the best of my knowledge, in compliance with approved job plans and specifications, including revisions by engineer, and Drawings S1, S2 and S3, dated 8/16/05.

Reviewed by:   
David H. Palfini  
Special Inspection Division Manager

1cc: The Hazelroth Co./T. Hazelroth  
Bernie Mikell  
City of Berkeley/Bldg. Inspection Dept.



Buyer \_\_\_\_\_ Date John M. Mandeager S.E.  
Gregory S. Larner P.E.

Buyer \_\_\_\_\_ Date 5005 Windplay Drive Ste.4  
El Dorado Hills, CA 95762  
Phone (916) 943-2425  
Fax 941-3429

## Memo Letter

**TO:** The City of Berkeley

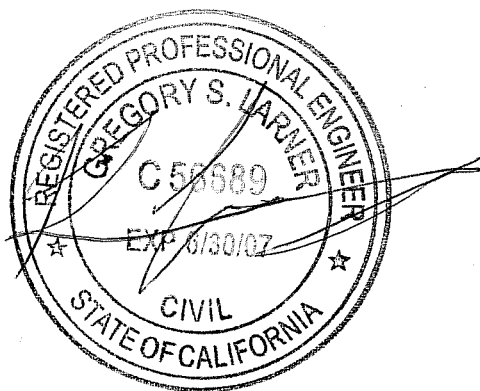
**Date:** 10/3/06

**Subject:** Mikell Residence  
MLA Job No 05047

I was retained by the The Hazelroth Company to visit the site and certify that the deck under construction at 2829 Buena Vista Way in Berkeley, California was being built according to plans.

I reviewed the structural drawings of Joshua B. Kardon for the design of the deck, prior to visiting the site on March 20, 2006. At that time, I inspected all structural steel connections and threaded bolts. On March 31, 2006, I visited the site again, prior to drywall and inspected the wood framing and all connectors not installed on March 20<sup>th</sup>. I found that all interior structural members were installed in accordance with the plans done by Joshua B Kardon.

On October 3, 2006 I visited the site to inspect the completed deck and railing. I found that all exterior framing, decking and metal supports for the railing were installed according to plans.







# First American Title Company

2089 Rose Street  
Berkeley, CA 94709

*15 pages*

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

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

Escrow Officer:	Renee Haugen (RH)
Phone:	(510)548-2565
Fax No.:	(510)527-2085
E-Mail:	rhaugen@firstam.com
E-Mail Loan Documents to:	edocs.berkeley@firstam.com
Owner:	Mikell
Property:	2829 Buena Vista Way Berkeley, CA 94708

## PRELIMINARY REPORT

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

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

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

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

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

Dated as of October 20, 2006 at 7:30 A.M.

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

1998 ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance and ALTA Expanded Coverage Residential (EAGLE) Loan Policy (10/13/01) if the land described is an improved residential lot or condominium unit on which there is located a one\_to\_four family residence; or 1992 ALTA Standard Owner's Policy with Regional Exceptions and ALTA Loan Policy (1992) with ALTA Endorsement-Form 1 Coverage if the land described is an unimproved residential lot or condominium unit

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

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

BERNARD J. MIKELL, JR., A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

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

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

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

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

First Installment:	\$2,443.93, PAYABLE
Penalty:	\$0.00
Second Installment:	\$2,443.93, PAYABLE
Penalty:	\$0.00
Tax Rate Area:	13-000
A. P. No.:	058-2242-028
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.

4. A deed of trust to secure an original indebtedness of \$333,700.00 recorded March 9, 2004 as Instrument No. 2004099919 of Official Records.

Dated: February 27, 2004

Trustor: Bernard J. Mikell Jr, a married man as his sole and separate property

Trustee: Chicago Title

Beneficiary: Mortgage Electronic Registration Systems, Inc.

Lender: Hollander Financial Holding, Inc, DBA American Financial Services

5. A deed of trust to secure an original indebtedness of \$266,300.00 recorded March 9, 2004 as Instrument No. 2004099920 of Official Records.

Dated: February 27, 2004

Trustor: Bernard J. Mikell Jr., a married man as his sole and separate property

Trustee: Chicago Title Company

Beneficiary: Mortgage Electronic Registration Systems, Inc.

Lender: Hollander Financial Holding, Inc.

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

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

### INFORMATIONAL NOTES

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

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

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence known as 2829 Buena Vista Way, Berkeley, California, 94708.

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

3. Basic rate applies.
4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

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

### LEGAL DESCRIPTION

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

PARCEL ONE:

A PORTION OF LOT 20, LA LOMA PARK, FILED NOVEMBER 12, 1900, MAP BOOK 16, PAGE 13, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHWESTERN LINE OF SAID LOT 20 DISTANT THEREON SOUTH 58° 53' WEST 80 FEET FROM WESTERN LINE OF BUENA VISTA WAY, FORMERLY BUENA VISTA AVENUE, SHOWN ON SAID MAP; THENCE SOUTH 9° 46' EAST 38.65 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 88° 56' 30" EAST 45.72 FEET; THENCE SOUTH 12° 57' EAST 20.40 FEET; THENCE NORTH 85° 30' EAST 25 FEET TO THE SAID LINE OF BUENA VISTA WAY; THENCE ALONG SAID LINE SOUTHERLY, ON THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 520 FEET, A DISTANCE OF 27 FEET; THENCE SOUTH 59° 27' WEST 65.19 FEET; THENCE NORTH 22° WEST 56.89 FEET THENCE NORTH 9° 46' WEST 25.74 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE ABOVE FOR CONSTRUCTING AND MAINTAINING SEWERS UTILITIES, AS GRANTED IN THE DEED FROM J. STITT WILSON, ET AL, RECORDED NOVEMBER 7, 1941, BOOK 4099, PAGE 437, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 20; THENCE SOUTHERLY ALONG THE WESTERN LINE OF BUENA VISTA WAY 126 FEET; THENCE SOUTH 59° 27' WEST 65.19 FEET; THENCE NORTH 18° 35' WEST 3 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE SOUTH 18° 35' EAST 6 FEET; THENCE SOUTH 59° 27' WEST 66.22 FEET, MORE OR LESS, TO THE EASTERN LINE OF BUENA VISTA WAY; THENCE ALONG SAID LINE NORTH 6 FEET; MORE OR LESS, TO A LINE DRAWN SOUTH 59° 27' WEST FROM THE ACTUAL POINT OF BEGINNING; THENCE NORTH 59° 27' EAST 66.22 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 058-2242-028

***NOTICE***

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

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

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

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

**EXCEPTIONS FROM COVERAGE**

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

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

**EXCLUSIONS FROM COVERAGE**

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

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

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

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

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

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

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

**SCHEDULE B**

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

Part One

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

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

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

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

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

**SCHEDULE B**

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

Part One

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



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

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

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

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

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

**SCHEDULE B**

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

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

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

**EXCLUSIONS FROM COVERAGE**

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

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

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

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

**SCHEDULE B**

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

Part One:

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

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

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

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

\* land use

\* land division

\* improvements on the land

\* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.

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

### 11. EAGLE PROTECTION OWNER'S POLICY

#### CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

#### ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

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

#### EXCLUSIONS

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

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

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

 This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.  
 This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
  - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
  - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.
 This exclusion does not limit the coverage described in Covered Risk 11 or 18.

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

#### EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.

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

#### SCHEDULE B

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

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: NONE.

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

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

#### SCHEDULE B

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

Part One:

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

Part Two:

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: None.

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

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

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

# PRIVACY POLICY

## **We Are Committed to Safeguarding Customer Information**

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

## **Applicability**

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

## **Types of Information**

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

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

## **Use of Information**

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

## **Former Customers**

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

## **Confidentiality and Security**

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

# ASSESSOR'S MAP 58

Code Area No. 13-000

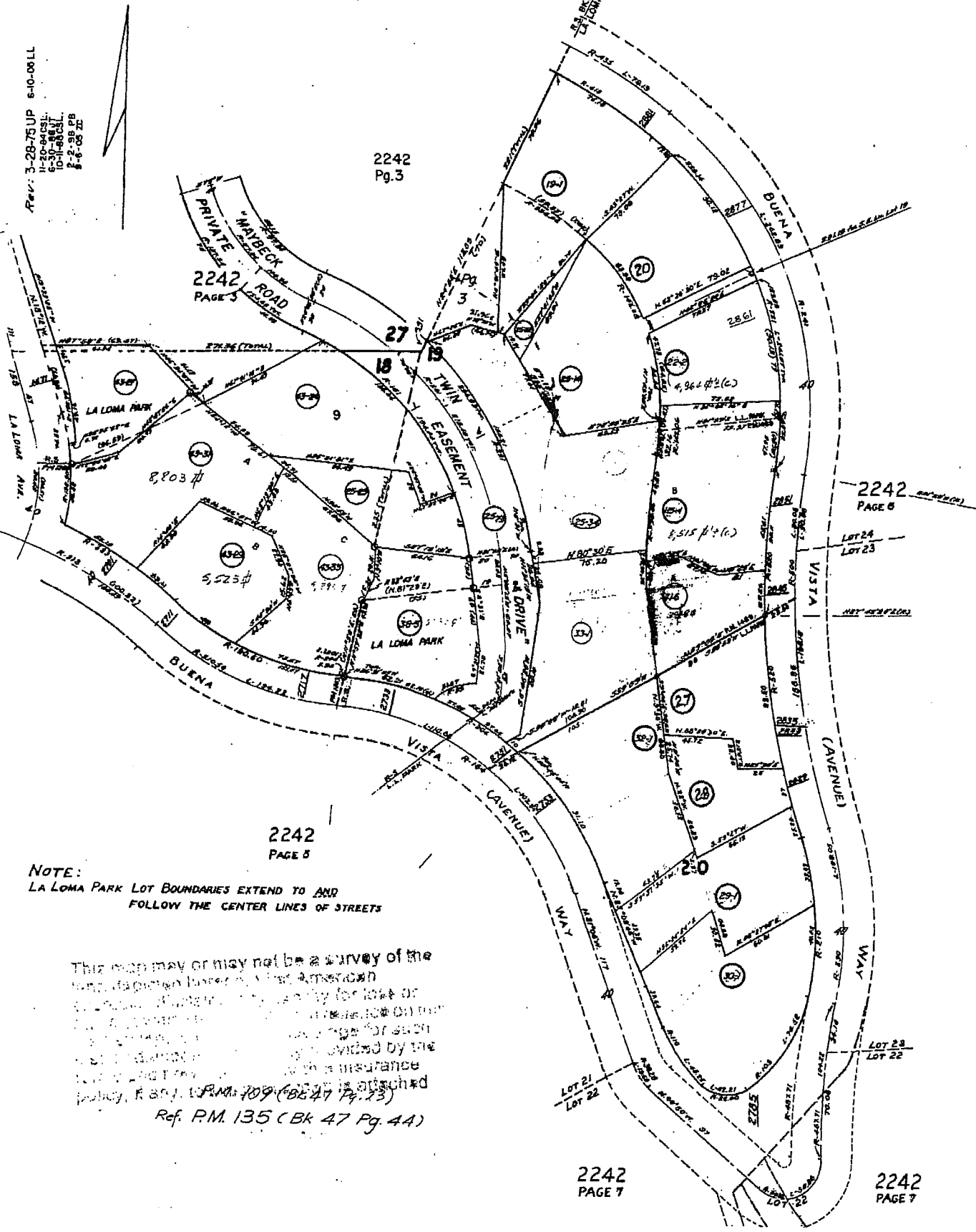
2242

Scale: 1" = 50'

P.S. ARR NO. 133 LA LOMA PARK (Bk. 16 - Pg. 13)  
RECORD OF SURVEY (Maybeck - Gannon - Property) (R.S. Bk. 3 - Pg. 107)  
P.M. 1203 (Bk. 80 Pg. 56)  
P.M. 1489 (Bk. 84 Pg. 68)

PAGE 4

REV: 3-28-75 UP 6-10-00 LL  
11-20-84 CS1  
6-30-86 ST  
10-14-88 CS2  
8-2-89 ST



2242  
Pg. 3

2242  
PAGE 5

2242  
PAGE 6

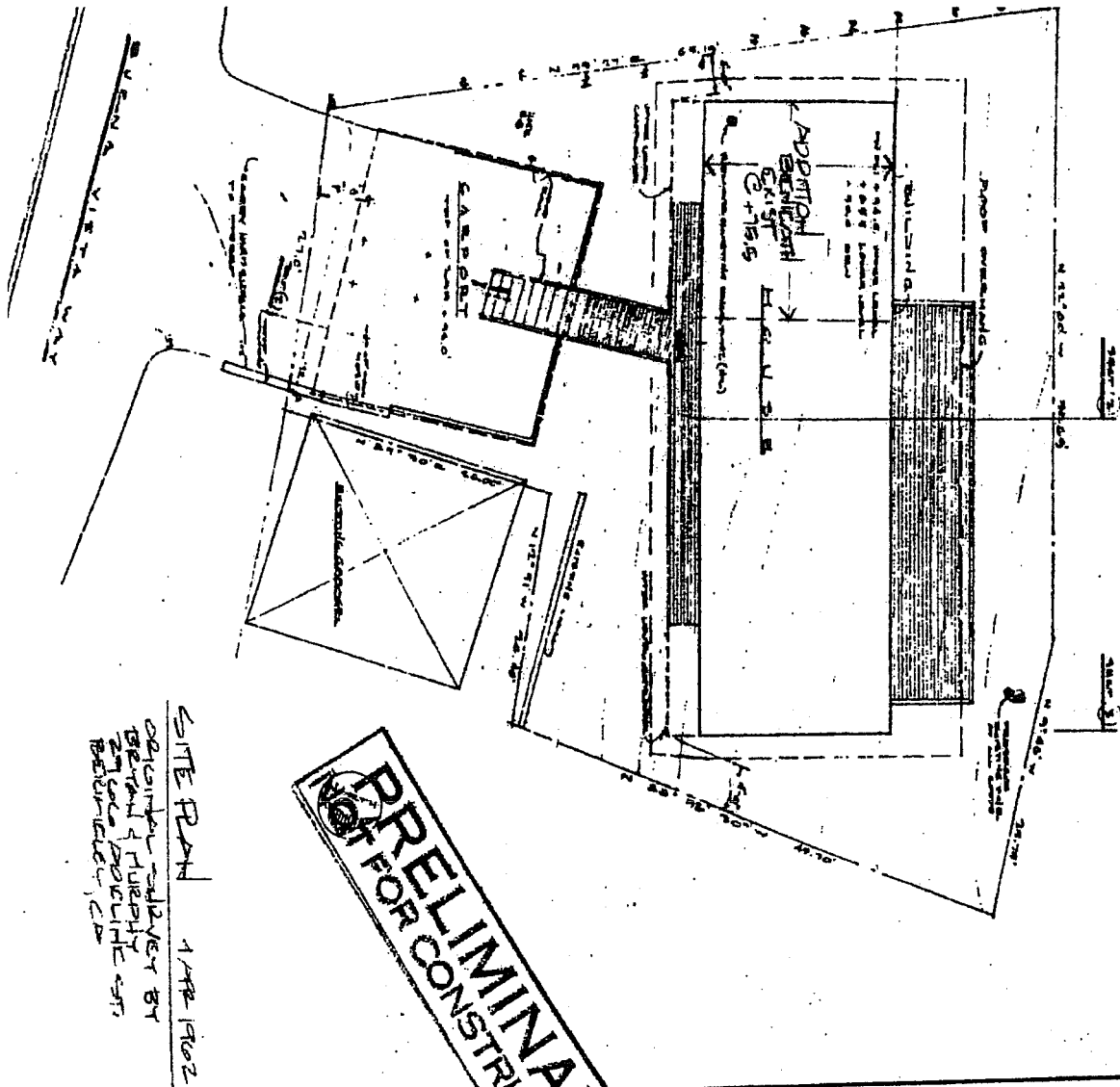
2242  
PAGE 7

NOTE:  
LA LOMA PARK LOT BOUNDARIES EXTEND TO AND  
FOLLOW THE CENTER LINES OF STREETS

This map may or may not be a survey of the land depicted hereon. It is not a warranty of title or a representation of value. It is intended only for identification purposes. The user should consult a professional surveyor for such purposes. The user should also consult the title insurance policy, if any, to determine if this map is attached. Ref. P.M. 109 (Bk. 47 Pg. 23) and Ref. P.M. 135 (Bk. 47 Pg. 44)

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PAGE 7

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PAGE 7



SITE PLAN 1/12/91  
 DESIGNER: [illegible]  
 DRAWN BY: [illegible]  
 CHECKED BY: [illegible]  
 DATE: 1/12/91

**PRELIMINARY  
 NOT FOR CONSTRUCTION**

<p>MIKELL RESIDENCE ADDITION          2029 BLINDA VISTA WAY, BERKELEY, CA</p>	
<p>DATE: 1/12/91</p>	<p>SHEET TITLE: GENERAL NOTES &amp; TITLE 24, SITE PLAN</p>
<p>SCALE: —</p>	
<p>DRAWN: [initials]</p>	

RECEIVED & READ

X  
X  
X  
X