

The GRUBB Co.

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

RECEIPT FOR DOCUMENTS

Listing Agent: Helene BorkinProperty Address: 3422 Redhook Lane Alameda 94502

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

1. Multiple Listing Service print out.
2. Public records.
3. Supplemental Statutory Disclosures (SSD).
4. RETDS (Seller's Transfer Disclosure Statement) dated 4/2/2006 + 1 page sellers addendum to TDS
5. The GRUBB Co. Supplemental Disclosure Statement dated 4/2/2006
6. Alameda Local Disclosure Supplement, 3 pages
7. Lead Based Paint Hazards Disclosure dated 3/10/2006
8. Water Heater Compliance Statement.
9. Smoke Detector Compliance Statement.
10. Arbitration of Disputes / Liquidated Damages Disclosure.
11. Hazard Zone Disclosure Report by JCP Geologists or Disclosure Source dated 4/6/2006
12. California Tax Data dated 4/6/2006
13. Structural Pest Control Report by R. Clarke dated 4/3/2006
14. Copy of "The Homeowner's Guide to Earthquake and Safety and Environmental Hazards" Hand Harmless Pest Control Agreement
15. Notice of Your "Supplemental" Property Tax Bill.
16. City of Alameda Permit File 3 pages aka address actually Report
17. Inspection Pros Inspection Report dated 9/26/2000
18. Sellers Agents Transfer Disclosure Statement dtd 4/19/2006

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

Seller Union Union 4/18/06

Date

Buyer _____

Date

Seller _____

Date

Buyer _____

Date

Agent Representing Buyer: _____

Receipt For Docs 1
Revised 01/12/06

TOTAL P.02

= M E T R O S C A N P R O P E R T Y P R O F I L E =
Alameda (CA)

OWNERSHIP INFORMATION

Parcel Number :074 1075 180 00
Owner :Powell Sharon
CoOwner :
Site Address :3422 Redhook Ln Alameda 94502
Mail Address :3422 Redhook Ln Alameda Ca 94502
Owner Phone :
Tenant Phone :

RECEIVED & READ

SALES AND LOAN INFORMATION

Transferred	:08/12/2003	Loan Amount	:\$136,000
Document	:470179	Lender	:First Horizon Home
Sale Price	:	Loan Type	:Conventional
Deed Type	:Grant Deed	Interest Rate	:Fixed
% Owned	:100	Vesting Type	:Unmarried Person

ASSESSMENT AND TAX INFORMATION

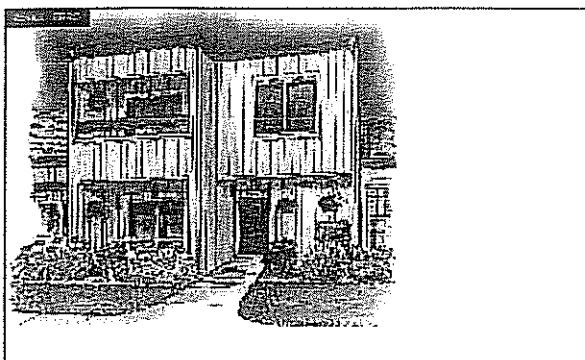
Land	:\$112,425	Exempt Type	:
Structure	:\$263,766	Exempt Amount	:
Other	:	Incorporated	:Yes
Total	:\$376,191	Tax Rate Area	:21000
% Improved	:70	05-06 Taxes	:\$5,056.20

PROPERTY DESCRIPTION

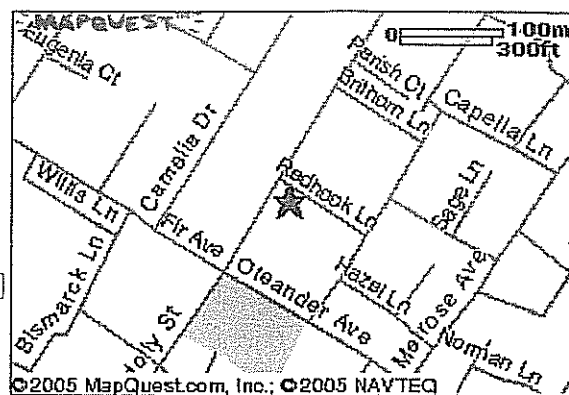
Map Grid :670 A7
Census :Tract :4283.01 Block :1
Land Use :150 Res,Planned Development,Townhouse

PROPERTY CHARACTERISTICS

TotalRms :6	Pool :	Lot Acres :.04	Bldg Matl :Frame
Bedrooms :3	Units :1	Lot SqFt :1,738	Bldg Shape :Rectangle
Bathrooms :2.5	Bldg Num :1	Bldg SqFt :1,642	Bldg Class :6.0
Stories :2	Elevator :No	Year Blt :1974	View Qual :
Unit Flr :	Garage :Garage	Eff YrBlt :1975	Topography :



Print/E Mail This Listing



3422 REDHOOK LANE
RESIDENTIAL Townhouse

ALAMEDA
PUD New

94502-7045 2906 \$585,000
40158770 SP:

Dir:	ISLAND DR>MCCARTNY>HOLLY>R...	Bldr/A:	Beds: 3	# of Units: 0	SqFt: 1642 / Public Records
Cross St:	HOLLY	Model:	Baths: 2 / 1	%OwnOcc: 0	\$/SqFt: 356
D/N/S:	BAY FARM ISLAND	Style: Contemporary	# Rms: 6	Unit's Flr: 0	Lot Ac: 0.04
TB Map:	670A7	Story: Two Story	Yr Blt: 1974	TIC%:	Pool: Yes Lot SF: 1738
Complex:	GARDEN ISLE				Const: Existing
Unit Info:	Levels in Unit - 2, Unit Faces Common Area				
Pets:	Cat Permitted, Dog Permitted				
Sales Ofc:	Subdiv:				

RECEIVED & READ

Features					
M Level:	0.5 Bath, Laundry Facility, Main Entry, No Steps to Entry				
U Level:	3 Bedrooms, 2 Baths, Master Bedrm Suite - 1		L Level:		
+ Rooms:	Dining Area, Kitchen/Family Combo				
Kitchen:	Counter - Solid Surface, Dishwasher, Eat In Kitchen, Electric Range/Cooktop, Ice Maker Hookup, Microwave, Range/Oven Built-in, Refrigerator, Updated Kitchen				
Ba Non-Mstr:	Shower Over Tub				
Mstr Bath:	Stall Shower				
Heat:	Forced Air 1 Zone, Gas		Fireplace: 1 / Brick, Living Room		
Cool:	None				
Garage:	2 / Detached Garage, Enclosed Garage, Guest Parking, Int Access From Garage				
Equipment:	Dryer, Garage Door Opener, Washer, Water Heater Gas				
Flooring:	Laminate, Wall to Wall Carpeting		Laundry: Dryer, In Laundry Room, In Unit, Washer		
Lot:	Close To Clubhouse, Level		Wtr/Sewr: Sewer System - Public, Water - Public		
Exterior:	Wood Siding		Pool: Community Fclty, In Ground		
Roof:	Other		Foundatn: Slab		
View:	Greenbelt		Disabled:		
Yard Desc:	Patio Enclosed				
Schools					
District:	Alameda (510) 748-4000	Elem:	Call School District	Jr Hi:	Call School District
				Sr Hi:	Call School District
Homeowner's Association					
HOA:	Yes	Name:	GARDEN ISLE HOA	Fee: 380	Pd: Monthly
		Trans Fee:	Paid by Seller	Lit Pend:	No
Fee Inc:	Common Area Maint, Exterior Maintenance, Management Fee, Reserves, Other				
Docs:	Bylaws, CC&R'S, Rules and Regulations, Other HOA Docs				
Ameni:	Club House, Pool				

Remarks					
Stylish townhouse in lush garden setting! Light filled living room with fireplace has French doors opening to private courtyard. Lovely remodeled kitchen with custom cabinets & stainless appliances. Spacious and special! Good access to club house and pool!					

Orig List \$:	\$585,000	Sale \$/Orig \$:	%	Last List \$:	585,000	Sale \$/Last \$:	%	Sale \$/SF:		Market:	4/19/2006
										Pend:	
										COE:	
										Off Mrkt:	
										DOM:	0

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

(As required by the Civil Code)
(C.A.R. Form AD, Revised 10/04)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

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

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

☐ BUYER ☒ SELLER Harmon Barker Date March 10, 2006 Time ☐ AM ☐ PM

☐ BUYER ☐ SELLER _____ Date _____ Time ☐ AM ☐ PM

AGENT Grebb Company By Hollie B. Date 3-10-2006
(Please Print) (Associate-Licensee or Broker Signature)

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

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

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AD REVISED 10/04 (PAGE 1 OF 1)

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



Reviewed by [Signature]

Date 3/16/06



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

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

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

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

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

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

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

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

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

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

The GRUBB Co.

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

Explanations of Agency, Liquidated
Damages, Arbitration of Disputes
and Megan's Law Database

Property Address: _____

3422 Red Hook Lane Alameda

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

AGENCY

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

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

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

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

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

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



Property Address: 3422 Red Hawk Lane Alameda

LIQUIDATED DAMAGES

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

ARBITRATION OF DISPUTES

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

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

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

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

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

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

Property Address: _____

3422 Redwood Lane

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

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

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

MEGANS LAW DATABASE

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

RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED.

Seller Date

Buyer Date

Seller Date

Buyer Date

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3070 Claremont Avenue, Berkeley, CA 94705

Explanations of Agency, Liquidated
Damages, Arbitration of Disputes
and Megan's Law Database

Property Address: 3422 Redwood Lane

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J. Simon
Seller

20 April 06
Date

Buyer

Date

Seller

Date

Buyer

Date



CALIFORNIA
ASSOCIATION
OF REALTORS®

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

The following terms and conditions are hereby incorporated in and made a part of the: ☒ California Residential Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, or ☐ other: _____, dated March 9, 2005, on property known as: 3422 Red Hook Lane, Alameda CA 94502 ("Property") in which _____ is referred to as Buyer or Tenant and Sharon Powell Sakai is referred to as Seller or Landlord.

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

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

1. SELLER'S OR LANDLORD'S DISCLOSURE

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

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

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

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

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

Sharon Powell Sakai
Seller or Landlord Sharon Powell Sakai

3/10/06
Date

Seller or Landlord

Date

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FLD REVISED 1/03 (PAGE 1 OF 2)

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

Reviewed by _____ Date _____



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD-11 PAGE 1 OF 2)

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

Property Address: 3422 Red Hook Lane, Alameda CA 94502

Date: 3-10-09

2. LISTING AGENT'S ACKNOWLEDGMENT

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

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

Helene Barkin, Grubb Company

Agent (Broker representing Seller) Please Print

By

Helene Barkin
Associate-Licensee or Broker Signature

Date

3/10/09

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

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

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

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

Buyer or Tenant

Date

Buyer or Tenant

Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

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

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

Agent (Broker obtaining the Offer)

By

Associate-Licensee or Broker Signature

Date

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Published by the
California Association of REALTORS®

Reviewed by _____ Date _____





CALIFORNIA
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OF REALTORS®

SMOKE DETECTOR STATEMENT OF COMPLIANCE

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

Property Address: 3422 Red Hook Lane, Alameda CA 94502

- 1. STATE LAW:** California Law requires that every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations. (Health and Safety Code §13113.8).
- 2. LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke detector requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector requirements for your property.
- 3. TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors.
- 4. EXCEPTIONS:** Exceptions to the State Law are generally the same as the exceptions to the Transfer Disclosure Statement Laws.
- 5. CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §13113.8 by having operable smoke detector(s) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations and in accordance with applicable local ordinance(s).

Seller *Sharon Powell Sakai* Sharon Powell Sakai Date 3/10/06
(Signature) (Print Name)

Seller _____ Date _____
(Signature) (Print Name)

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

Buyer _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

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Reviewed by _____ Date _____



SDS REVISED 4/05 (PAGE 1 OF 1)

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

The Grubb Company
Phone: (510) 652-2133

3070 Claremont Ave, Berkeley CA 94705
Fax: (510) 652-0114

Helene Barkin

Sharon Powell

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035, (800) 383-9805 www.zipform.com



CALIFORNIA
ASSOCIATION
OF REALTORS®

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

Property Address: 3422 Red Hook Lane, Alameda CA 94502

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

Seller *Sharon Powell Sakai* Sharon Powell Sakai Date 3/10/06
(Signature) (Print Name)
Seller _____ Date _____
(Signature) (Print Name)

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

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

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Reviewed by _____ Date _____



WHS REVISED 4/05 (PAGE 1 OF 1)

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

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

Sharon Powell



CALIFORNIA
ASSOCIATION
OF REALTORS®

SUPPLEMENTAL STATUTORY AND CONTRACTUAL DISCLOSURES

(C.A.R. Form SSD, Revised 10/04)

1. Seller makes the following disclosures with regard to the real property or manufactured home described as
3422 Red Hook Lane, Assessor's Parcel No. 074107518000
 situated in Alameda, County of Contra Costa, California, ("Property").

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

3. Are you (Seller) aware of any of the following? (Explain any "yes" answers below.)

- A. Within the last 3 years, the death of an occupant of the Property upon the Property. ☐ Yes ☒ No
- B. The release of an illegal controlled substance on or beneath the Property ☐ Yes ☒ No
- C. Whether the Property is located in or adjacent to an "industrial use" zone ☒ Yes ☐ No
 (In general, a zone or district allowing manufacturing, commercial or airport uses.)
- D. Whether the Property is affected by a nuisance created by an "industrial use" zone ☐ Yes ☒ No
- E. Whether the Property is located within 1 mile of a former federal or state ordnance location ☐ Yes ☒ No
 (In general, an area once used for military training purposes that may contain potentially explosive munitions.)
- F. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision ☒ Yes ☐ No
- G. Insurance claims affecting the Property within the past 5 years ☐ Yes ☒ No
- H. Matters affecting title of the Property ☐ Yes ☒ No
- I. Material facts or defects affecting the Property not otherwise disclosed to Buyer ☐ Yes ☒ No
- Explanation, or ☐ (if checked) see attached;

Property is a townhome within the Garden Isle Homeowners
Association on Berry Farm Island in Alameda.
3 C. Property is located near Oakland Airport

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

Seller Sharon Powell Sakai Date 3/10/06
 Seller _____ Date _____

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

Buyer _____ Date _____
 Buyer _____ Date _____

Agent (Broker Representing Seller) Helene Barkin, Grubb Company

By Helene Barkin Date 3-10-2006
 (Associate-Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____

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

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Reviewed by _____ Date _____

SSD REVISED 10/04 (PAGE 1 OF 1)

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

Agent: Helene Barkin Phone: (510) 652-2133 Fax: (510) 652-0114 Prepared using WINForms® software
 Broker: The Grubb Company 3470 Claremont Ave. Berkeley CA 94705



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Alameda, COUNTY OF Alameda, STATE OF CALIFORNIA, DESCRIBED AS _____

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) 4/2/2006. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

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

II. SELLER'S INFORMATION

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

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

Seller ☐ is ☒ is not occupying the property. rented to single tenant from March 2005-2006

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

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

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

(*see footnote on page 2)

Property Address: 5700 KERRIDGE LN, TAMPA, FL 33611 Date: April 2, 2006

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

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

(Describe: _____

_____)

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

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

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

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

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

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

Seller Alison Hansen Date April 2, 2006
Seller _____ Date _____

Buyer's Initials (____)(____)

Reviewed by _____ Date _____



III. AGENT'S INSPECTION DISCLOSURE.

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

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

☐ Agent notes no items for disclosure.☒ Agent notes the following items: See attached addendumAgent (Broker Representing Seller) Grubb Company

(Please Print)

By Helleue Port

(Associate Licensee or Broker Signature)

Date 4/18/06**IV. AGENT'S INSPECTION DISCLOSURE**

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

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

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

Agent (Broker Obtaining the Offer) _____

(Please Print)

By _____

(Associate Licensee or Broker Signature)

Date _____

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

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

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) _____ By _____ Date _____

(Please Print)

(Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____ By _____ Date _____

(Please Print)

(Associate Licensee or Broker Signature)

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

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

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Reviewed by _____ Date _____



Sellers Agents Transfer disclosure Statement April 18 , 2006

3422 Redhook

1. March 23, 2006 I spoke with Linda Foy at the City of Alameda, 510-747-6800, regarding the Alameda Sewer Lateral Ordinance as per the Alameda Association of Realtors Local Disclosure Supplement to the Transfer Disclosure Statement. She checked on the Garden Isle townhouses and reported that the sewer lateral ordinance does not apply and that this property was exempt. Buyer is encouraged to verify this information
2. Some cabinet doors in the bath do not close tight
3. Damper in the fireplace is broken. This was reported by tenants to the listing agent.
4. This property was rented for the last year. Tenants reported their rent was \$1850
5. There was some grass growing between the concrete during my walk-through inspection
6. The backside of the townhouse needs painting. This was particularly noticeable from the courtyard looking up to the second story. The 2nd story at the back exterior appeared to be a different tone of taupe
7. The door to the garage, near the courtyard, closes automatically
8. The stainless steel refrigerator door had a scratch on the front
9. The closet door in the 2nd bedroom upstairs had a ding in it, which may be patched prior to coming on the market and therefore not be visible

By Helene Barkin



3/18/2006

Seller _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

SELLER'S SUPPLEMENT TO REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address 3422 Red Hook Lane Alameda

Seller(s) Name SHARON SAKAI

As of (Date) 4/2/2006

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

Yes No Don't Know

1. Any non-tempered glass on shower and/or sliding doors? ☐ Yes ☒ No ☐ Don't Know
2. Any spark arrestors which have been installed? ☐ Yes ☒ No ☐ Don't Know
3. Any animals kept on the property? ☐ Yes ☒ No ☐ Don't Know
4. Any stains, odor or damage caused by animals kept on the property? ☐ Yes ☒ No ☐ Don't Know
5. Any pools or spas requiring fencing? ☐ Yes ☒ No ☐ Don't Know
6. Any abandoned tanks or systems (i.e., fuel oil, gas, oil, septic, leach fields)? ☐ Yes ☒ No ☐ Don't Know
7. Any presently connected tanks, septic systems or leach lines? ☐ Yes ☒ No ☐ Don't Know
8. Any quality problems with the home's water supply (i.e., sediment, discoloration, odor or pressure)? ☐ Yes ☒ No ☐ Don't Know
9. Any leaks, back-ups or recurring blockages in any sewer drainlines? ☐ Yes ☒ No ☐ Don't Know
10. Describe the condition, repairs and frequency of recurrence of the problem(s)

11. Are you aware of any creek that is open or culverted or any natural watercourse within 100 feet of the subject property? (Refer to The Grubb Co. City Ordinance Addendum regarding **Creek Preservation or Protection Ordinances**) ☐ Yes ☒ No ☐ Don't Know
12. Any leaks or water intrusion (past or present) in the roof(s), chimney(s), around skylight(s) and windows or elsewhere from any source? ☐ Yes ☒ No ☐ Don't Know

Location(s): _____

Describe/Date Specific Corrective Repairs: _____

13. Regarding driveway or private access:
 - (a) Any shared or common driveway or road? ☐ Yes ☒ No ☐ Don't Know
 - (b) Any written or oral agreement to maintain driveway or road? ☐ Yes ☒ No ☐ Don't Know
 - (c) Any forthcoming assessments? ☐ Yes ☒ No ☐ Don't Know
 - (d) Any easements not of public record? ☐ Yes ☒ No ☐ Don't Know
14. Are you aware of any of the following in the neighborhood at any time?
 - (a) Flooding or drainage problems ☐ Yes ☒ No ☐ Don't Know
 - (b) Settling, slippage, landslides or other soil problems ☐ Yes ☒ No ☐ Don't Know
 - (c) Recurrent or unusual odor problems ☐ Yes ☒ No ☐ Don't Know
 - (d) Contaminated soil or ground water ☐ Yes ☒ No ☐ Don't Know
 - (e) Any criminal activity on the subject property or in the immediate neighborhood? ☐ Yes ☒ No ☐ Don't Know

Describe: _____

15. Proximity to any of the following:
 - (a) Pending real estate development in the area (such as condominiums, planned units development, subdivisions or property for commercial, industrial, sport, educational or religious use) ☐ Yes ☒ No ☐ Don't Know
 - (b) Proposed or approved changes in public or private facilities ☐ Yes ☒ No ☐ Don't Know
16. Any current violations of the Covenants, Conditions and Restrictions (CC&Rs)? ☐ Yes ☒ No ☐ Don't Know
17. Any deaths on the property in the last three years? ☐ Yes ☒ No ☐ Don't Know
18. Any bonds and/or assessment obligations which are currently due that are not a part of the property tax bill? ☐ Yes ☒ No ☐ Don't Know
19. Any disease which affects trees or plants on the property or within two hundred feet of property? ☐ Yes ☒ No ☐ Don't Know
20. Any restrictions on the use of the premises other than those disclosed in writing? ☐ Yes ☒ No ☐ Don't Know

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

SELLER'S SUPPLEMENT TO
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address

3422 Redhook Avenue

Yes No Don't
Know

21. Any boundary disputes, or third party claims affecting the property (rights of other people to interfere with the use of the property in any way)? ☐ Yes ☒ No ☐ Don't Know
22. Any problems with retaining walls (such as leaning, bulging or cracking)? ☐ Yes ☒ No ☐ Don't Know
23. Any problems with existing underground sprinkler systems? ☐ Yes ☒ No ☐ Don't Know
24. Any sump pump, underground drains, French drains, dry wells or surface disposal systems in the crawl space/sub area or elsewhere on the property? ☐ Yes ☒ No ☐ Don't Know
 - (a) If yes, please describe and give location _____
 - (b) Was sump pump installed with permit? ☐ Yes ☐ No ☐ Don't Know
25. Any damp soil and/or standing water in the sub area (under any building)? ☐ Yes ☒ No ☐ Don't Know
26. Any standing, collecting or ponding water on the property at any time? ☐ Yes ☒ No ☐ Don't Know

If so, where? _____
27. Any repairs, replacements or ongoing maintenance to any of the following items: interior walls, ceilings, floors, exterior walls, insulation, roof(s), windows, doors, foundation, slab(s), driveways, sidewalks, walls/fences, electrical systems, plumbing/sewers/septics or other structural components? ☐ Yes ☒ No ☐ Don't Know

If yes, for each repair, replacement or ongoing maintenance, explain: _____
28. Any concealed hardwood floors? ☐ Yes ☒ No ☐ Don't Know

If yes, which rooms? _____

What is the condition of the floors? _____
29. Any insulation? ☐ Yes ☐ No ☒ Don't Know
30. Any vapor or moisture barrier(s) (i.e., plastic covering) in the sub area or any other location? ☐ Yes ☐ No ☒ Don't Know
31. Is water directed away from structure? (i.e., drainage system, splash blocks, or other method) ☐ Yes ☐ No ☒ Don't Know

If yes, please describe _____
32. Any multiple dwelling units included in this sale? ☐ Yes ☒ No ☐ Don't Know

If yes, number of units _____ Number of legal units _____
33. Is a current 3R report available? ☐ Yes ☐ No ☒ Don't Know
34. Any Homeowner's insurance claims in the last 5 years? ☐ Yes ☒ No ☐ Don't Know
35. Any water-related insurance claims in the last 5 years? ☐ Yes ☒ No ☐ Don't Know

REPORTS, INSPECTIONS or ESTIMATES

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

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

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

Type of Report	Inspector	Date	Available
Home Inspection		9/00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		9/00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

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

SELLER'S SUPPLEMENT TO
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address

3422 Redbrook Avenue

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

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

OWNERSHIP

- | | Yes | No | Don't Know |
|---|--------------------------|-------------------------------------|--------------------------|
| 1. Are you (Seller) a licensed real estate salesperson/broker? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Is the sale of this property subject to court confirmation (i.e., probate sale)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Are you involved in any pending or contemplated bankruptcy procedures? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Are there any loans secured by the property where Notice(s) of Default have been or may be recorded? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Do you anticipate any liens or judgments against any title holder of the property including but not limited to Internal Revenue Service tax liens, etc.? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Any unrecorded Easements, Liens or Deeds of Trust? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, EXPLAIN:

(attach additional sheets if necessary)

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

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

home is in proximity to Oakland Airport &
experiences some airport noise

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

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

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

SELLER'S SUPPLEMENT TO
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address

3422 Redhook Alameda

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

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

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

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

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

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

Sharon Nelson 4/2/2006
Seller Date

Seller Date

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

Buyer Date

Buyer Date

Addendum to Real Estate Transfer Disclosure Statement
3422 Redhook Lane, Alameda

Further explanations of items responded to as "yes":

- Item C.2. The property is a townhome and shares walls with adjoining units. Also, a common street runs behind the houses to serve the driveways, this is part of the common homeowner's area.
- Item C.6. It is not known if the house is built on fill, but it is my understanding that there is fill in the area, which may include some of the Homeowner's Association property.
- Item C.11. The property is approximately 5 miles from Oakland Airport and depending upon flight patterns, can experience substantial plane noise.
- Item C.12. CC&Rs from the Homeowner's Association are attached. In addition to the monthly fee, there is the possibility of special assessments to cover additional maintenance issues. Currently, there is a potential assessment pending to cover completion of roof repairs – please see newsletter from January 2006 for details. Please note that work on the roof on 3422 Redhook has already been completed.
- Item C.13. Homeowner's Association requires monthly fee and requires approval of modifications affecting the exterior view of the property. Other resident rules are also listed in the CC&Rs.
- Item C.14. There is a pool and clubhouse in a nicely landscaped common area about 1 block from the unit (located at 1060 Melrose). The pool is usually open from April until October. Residents are required to show pool tags upon entry (4 issued per unit).

Additional item:

Some possible water damage was observed in the right front corner of the garage. There are what appears to be water streaks along the wall, although no accumulated water was observed. Owner will check with Homeowner's Association to determine if they will address, as it is most likely originated from roof.

Seller *Alicia Hansen* Date *20 Apr 06*

Buyer _____ Date _____

Buyer _____ Date _____



**Alameda Association of REALTORS®
LOCAL DISCLOSURE SUPPLEMENT**



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TO

THE REAL ESTATE TRANSFER DISCLOSURE STATEMENT

FOR RESIDENTIAL PROPERTIES LOCATED IN THE CITY OF ALAMEDA, CALIFORNIA

This supplement ("Supplement") is in addition to the Real Estate Transfer Disclosure Statement required by Civil Code 1102, ET SEQ., and refers to the Real Estate Purchase Contract and Receipt for Deposit ("Contract") which is dated _____ between _____ (Buyer) and Sharon Sakai (Seller), for the real property located at 3422 Red Host Lane.

INSPECTIONS, DISCLOSURES, AND OTHER IMPORTANT INFORMATION

The parties should carefully read the information provided and take action where needed with the respect to the following local issues related to the purchase and sale of real property in the city of Alameda.

1. **SEWER LATERAL CERTIFICATION - City Ordinance No. 2404:** Prior to sale, properties over 25 years old must have their sewer lateral tested for infiltration. If a property is tested and passes, it is certified for 5 years and need not be re-tested if resold during that period. If it fails, the lateral must either be repaired or replaced and then re-tested. Replaced laterals are certified for 25 years, and those that have been repaired are certified for 5 years. The owner is responsible for having the mandatory test performed, obtaining the permit and providing the certification. Condominiums and Co-op Apartments over 15 years old must also be tested. The city is currently exempting these types of properties along with Townhouses; however, enforcement could be initiated at any time at City of Alameda's sole discretion. *For more information, contact City of Alameda Building Services (510) 747-6845.*
2. **DRAINAGE:** Due to occasional heavy rains, high water table, and variation in yard elevations, some property owners have experienced standing ground water and poor water runoff from their yards. The standing water problem has been exacerbated in some cases by the elimination of roof drains which were previously connected to the sanitary sewer and subsequently disconnected to comply with current City of Alameda codes. Drains are now required to be disconnected before the sewer lateral compliance is signed off. *For more information, contact City of Alameda Building Services (510) 747-6845.*
3. **EARTHQUAKE FAULTS AND SEISMIC HAZARDS/EARTHQUAKE INSURANCE:** Earthquake faults are known to exist near Alameda creating the potential for future earthquakes and seismic hazards. California's Geological Survey Seismic Hazard mapping program has released final maps for the city of Alameda which designate all Alameda as being in a seismic hazard/liquefaction zone. Earthquake insurance may be purchased, but it is in addition to standard home insurance. *For more information on earthquake faults and seismic hazards, contact the State of California's Geological Survey by writing to: Office of the State Geologist, 801 K St., MS 12-30, Sacramento, CA, 95814, or by calling (916) 445-1825, or at www.consrv.ca.gov/CGS/. For more information on earthquake insurance, contact your insurance provider.*
4. **POSSIBLE SOIL INSTABILITY:** Landfill conditions exist in areas of Alameda such as, but not limited to, Marina Village, Ballena Bay, Alameda Point, Harbor Bay Isle, South Shore, and the areas east and north of Fernside Blvd. Please refer to your statutory natural hazard disclosure. *For more information, contact the City of Alameda Building Services (510) 747-6845 or City of Alameda Planning Department (510) 747-6850.*
5. **DEMOLITION CONTROL OF BUILDINGS CONSTRUCTED PRIOR TO 1942:** Any property constructed prior to 1942, as determined by City of Alameda records, may not be demolished or removed without the approval of the Historical Advisory Board. *For more information, contact City of Alameda Planning Department (510) 747-6850.*
6. **HISTORICAL PRESERVATION:** Properties which have been deemed to have historical merit may have been placed on the Historical Building Study List. For certain properties, special permit restrictions may apply to exterior alterations and demolition. In some cases, the state code, designated "Historical Building Code", may apply. *For more information and a copy of Alameda's Historical Building Study List, contact the City of Alameda Planning Dept. (510) 747-6850.*
7. **UN-REINFORCED MASONRY - City Ordinance No. 2573:** Establishes acceptable standards for structural seismic resistance in un-reinforced masonry bearing wall buildings. If the subject property is or may be subject to the provisions of this ordinance, further investigation by prospective purchasers is important. *For more information, contact City of Alameda Building Services (510) 747-6845.*
8. **ZONING, ALLOWED BUILDINGS, AND OTHER USE RESTRICTIONS:** Those contemplating exterior modifications or additions to any property should be aware that the City of Alameda has specific Design Review requirements. Information on zoning, and other use restrictions that may be material to Buyers, may be obtained from various city departments. Permit records dating from the early 1900's are available. *For more information contact City of Alameda Building Services (510) 747-6845, or the Planning Dept. (510) 747-6850.*
9. **UNDERGROUND FUEL/OIL TANKS:** An underground storage tank built to contain heating fuel/oil or other petroleum products may exist on or near the subject property. Any leakage in such tanks may have contaminated the surrounding soil. Fuel tank permit records are available that date from the early 1900's. They identify those properties for which fuel tank permits were issued. Some properties may have fuel tanks without an issued permit. *For more information, contact City of Alameda Fire Dept. (510) 337-2100.*

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 3 Pages.

Revised 7/05

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

Property Address: _____

3422 Redhook Lane

10. **BAY FARM ISLAND RECLAMATION DISTRICT:** Homes located in Harbor Bay Isle may have fees assessed by the City of Alameda for dike maintenance. *For more information, contact the Community of Harbor Bay Isle (510) 865-3363.*
11. **PUBLIC SCHOOLS:** The quality, availability, or suitability of school facilities is not guaranteed. This may be important in making a decision to purchase a particular property. It is possible that students residing at this property may not be attending the nearest elementary, middle, or high school. *To determine the location of the school the student will be attending, contact the administrative offices of the Alameda Unified School District (510) 337-7000.*
12. **SPECIAL TAXES, FEES, 1915 BOND IMPROVEMENT ACT & MELLO-ROOS BONDS:** The subject property may be located in a special tax assessment or Mello-Roos Bond area. Special taxes, fees, and Mello-Roos Bonds are billed with your County Property Taxes. It should be noted that they are in addition to the county property tax and not subject to limitations related to your Prop. 13 tax base. Some of these fees and bonds may not be tax deductible. *For more information, contact City of Alameda Finance Dept. (510) 747-4881 or CA Tax Data (949) 645-3698.* A Mello-Roos Bond may have a maximum allowable tax, which is higher than the tax listed with the Alameda County Property Tax Bill. Any seller in a Mello-Roos district must provide the buyer with the disclosure "Notice of Special Tax." *For exact information, contact N.B.S. Government Finance Group (800) 676-7516.*
13. **NEIGHBORS & NEIGHBORHOODS:** Neighbors may be a valuable source of information about possible neighborhood noise, odors, disturbances, lawsuits, unnatural deaths, building and street repairs that are planned or in progress, and any other neighborhood concerns. In addition, information may be obtained from various City Departments. *For more information, contact City of Alameda Code Compliance (510) 747-6845, Planning Dept. (510) 747-6850, Public Works Dept. (510) 749-5840, or Police Dept. (510) 337-8347.*
14. **ALAMEDA POINT (Formerly Naval Air Station (NAS)) AND PROXIMITY TO FORMER AND CURRENT MILITARY ORDNANCE LOCATIONS:** NAS closed in April 1997. After many public hearings, a General Use Plan was developed and presented to the Navy and Dept. of Defense. The land, which has been renamed Alameda Point, will be turned over to the City of Alameda. Timing for this transfer is at the discretion of the Navy, but is anticipated to be complete in the year 2005. Future plans for the land call for mixed use of businesses and homes. NAS and Coast Guard Facility at Coast Guard Island have been, or are currently, military ordnance locations (military training grounds which may contain explosives and/or hazardous wastes). Usually Alameda property is within one mile of these former or current military locations. *For more information, contact the City of Alameda Base Reuse & Redevelopment (510) 749-5800.*
15. **INDUSTRIAL ZONE:** Most Alameda property is located within one mile of an industrial zone. *For more information, contact the City of Alameda Planning Department (510) 747-6850.*
16. **AIRCRAFT NOISE:** Alameda is adjacent to the Oakland International Airport and across the bay from the San Francisco International Airport. The Oakland Airport currently has plans for expansion to accommodate their projections for passenger and cargo growth. In a 1976 settlement between interested parties, including the Oakland Airport, City of Alameda, and Harbor Bay Isle Associates, some aviation easements associated with newer housing development were granted. These easements may limit some Homeowner's rights in litigation with the Oakland Airport. The City of Alameda and the Citizen's League for Airport Safety and Serenity (CLASS - an organization of several homeowner's associations and private citizens) monitor activities of the Oakland Airport and have acted on behalf of its citizens and/or members. In 1997, CLASS and the cities of Alameda and San Leandro filed a lawsuit against the Port of Oakland over their airport expansion activities. This lawsuit was settled in October, 2002. *For more information, contact Oakland Airport (510) 563-6463, City of Alameda (510) 747-4700, and CLASS (510) 433-7949.*
17. **RENTAL AND INCOME PROPERTIES BUSINESS TAX:** The City of Alameda imposes a Business Tax on rental properties. This tax is based on the number of rental units. *For more information, contact the City of Alameda Finance Dept. (510) 747-4881.*
18. **SPECIAL PARCEL TAXES:** The citizens of Alameda have passed three special parcel taxes, which will affect Alameda properties. **The Alameda Unified School District Parcel Tax** is \$189 per parcel per year until 2012, at which time it could be extended by the voters of the City of Alameda. Owners 65 years and older may apply for a future exemption to this tax. *For more information, contact AUSD Business Services (510) 337-7066.* **The Alameda Hospital Parcel Tax** is \$298 maximum per parcel per year. The exact amount will be decided annually. This parcel tax will remain in effect as long as the hospital is active. No exemptions are available for this tax. *For more information, contact the Alameda County Supervisor's Office (510) 272-6683.* **The Library Bond Act (Measure "O")** committed property owners to an annual parcel tax of \$15.98 per \$100,000 of assessed valuation for library improvements in the event the state of California or another entity provides matching funds. This parcel tax would be used to pay off general obligation bonds in the principal amount of \$10.6 million. *For more information, contact the Alameda Free Library (510) 747-7707.*
19. **PARKING ADVISORY:** Parking of vehicles both on and off street is governed by city code and homeowners association rules and regulations. Buyer should verify with the City of Alameda and the HOA the legality of on and off street parking, including use of front, side and back yards, driveways, garages, carports and temporary structures. *For more information, contact the appropriate HOA or the City of Alameda Planning Dept. (510) 747-6850.*
20. **DATA BASE REGARDING REGISTERED SEX OFFENDERS ("Megan's Law):** The California Department of Justice and Alameda Police Department maintain for public access a data base of the location of persons required to register pursuant to paragraph (1) of Section 290.4 of the Penal Code. The data base is updated periodically and is a source of information about the presence of these individuals in any neighborhood. *For more information visit the Department of Justice website at www.meganslaw.ca.gov and the Alameda Police Department website at www.ci.alameda.ca.us/police/.*

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 2 of 3 Pages.

Revised 7/05

Buyer's Initials () ()

Seller's Initials () ()

Property Address: _____

3422 Redhawk Lane

21. **UNDERGROUND UTILITY DISTRICTS:** The Alameda City Council has declared certain streets as Underground Utility Districts as per Alameda Municipal Code Sec. 19-4. These districts are areas where utility poles and overhead wiring will be removed and all property owners must be prepared, at their own expense, to receive underground utility services. In addition property owners in these areas will likely incur special assessments from the city for their share of the costs of these improvements. *For more information, contact the Alameda Public Works Department (510) 748-5840.*
22. **SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION (BCDC):** Properties located on or near the bay or the estuary may be within the jurisdiction of the San Francisco Bay Conservation and Development Commission (BCDC). Property owners who wish to place fill in, extract materials from, or make any substantial changes in the use of any water, land, or structure within the area of the commission's jurisdiction will be required to secure a permit from BCDC prior to taking these actions. *For more information, contact the BCDC (415) 352-3600.*
23. **ALAMEDA PROPERTIES LOCATED ADJACENT TO THE OAKLAND INNER HARBOR CANAL:** Properties adjacent to the Oakland Inner Harbor Canal may have buildings, fences, seawalls, boat docks, or other structures that may be encroaching on or over Federal Property with or without appropriate permit(s). *For more information, contact the City of Alameda Planning Department (510) 747-6850.*

I ACKNOWLEDGE RECEIPT OF THE ABOVE DISCLOSURE

Buyer: _____ Date: _____ Seller: Armen Nohai Date: _____

Buyer: _____ Date: _____ Seller: _____ Date: _____



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

**HOLD HARMLESS AGREEMENT
PEST CONTROL**

Dated: _____ for property located at 3422 Redhook Lane by
and between _____, as Buyer(s)
and Sharon Sakai, 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 RJ Clarke, dated 4/3/2006 in the amount of \$8585.00 for section I and in the amount of No amount Bid 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:

Sharon Sakai 4/18/06
Seller Date

Buyer Date

Seller Date

Buyer Date

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

- | | |
|--|--|
| <input type="checkbox"/> Helpful | <input type="checkbox"/> Clearly written |
| <input type="checkbox"/> Too detailed | <input type="checkbox"/> Confusing |
| <input type="checkbox"/> Not detailed enough | |
-
- ☐ The booklet helped me to locate earthquake weaknesses in my home.
☐ I have strengthened my home to resist earthquakes.
☐ I plan to fix my home's earthquake weaknesses.
☐ The booklet helped me find out that my home did not have any earthquake weaknesses.

The year my home was built was _____.

Comments: _____

We Want To Hear From You!

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

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

Property Address: 3422 Red Hook Lane Alameda

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

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

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

Official C.A.R.* Publication 5/05

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: 3422 Red Hook Lane

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

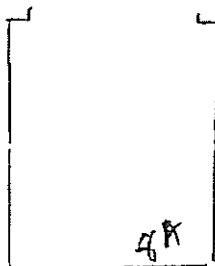
Date _____ Time _____
_____ (signature) _____ (printed name)

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

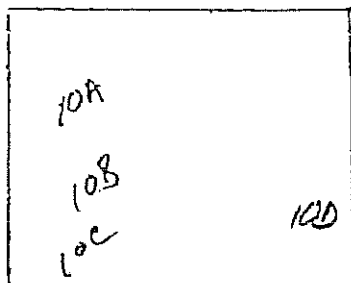
Official C.A.R.* Publication 5/05

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No.	Street	City	Zip	Date of Inspection	Number of Pages
3422	REDHOOK LANE	ALAMEDA	94502	4/3/06	4
R. J. CLARK AND COMPANY, INC. TERMITE AND STRUCTURAL 6425 Sunnymere Ave. Oakland, CA 94605 PHONE (510) 638-7412 FAX (510) 638-7414 License No. 732414					
REPORT # 6945					
REGISTRATION # PR 2762					
Ordered by:		Property Owner and/or Party of Interest:		Report sent to:	
SHARON SAKAI 2223 MARIN BERKELEY, CA 94707		SAME		SAME	
COMPLETE REPORT <input type="checkbox"/> LIMITED REPORT <input checked="" type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>					
General Description:				Inspection Tag Posted:	
SPLIT LEVEL TOWNHOUSE WOOD EXTERIOR				GARAGE	
				Other Tags Posted:	
				NONE NOTED	
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.					
Subterranean Termites <input type="checkbox"/> Drywood Termites <input type="checkbox"/> Fungus / Dryrot <input type="checkbox"/> Other Findings <input type="checkbox"/> Further Inspection <input type="checkbox"/>					
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.					



RECEIVED & READ	
✓	_____
✓	_____
✓	_____
✓	_____



Inspected by: RONALD J. CLARK State License No. OPR-8822 Signature [Signature]

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

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-6188 or www.rpsbboard.ca.gov.

43M-41 (Rev. 10/01)

R. J. CLARK AND COMPANY, INC.

TERMITE AND STRUCTURAL

6425 Sunnymere Ave.

Oakland, CA 94605

PHONE (510) 638-7412

FAX (510) 638-7414

2ND PAGE OF THE STANDARD INSPECTION REPORT FOR THE PROPERTY**LOCATED AT:** 3422 REDHOOK LANE **CITY:** ALAMEDA**Report #**6945**Date:** 4/3/06

THIS INSPECTION AND REPORT, UNLESS OTHERWISE STATED, ARE OF THE ACCESSIBLE AND VISIBLE PORTIONS OF THE STRUCTURE. INACCESSIBLE AREAS SUCH AS, THE INTERIOR OF HOLLOW WALLS, SPACES BETWEEN FLOORS AND CEILINGS BELOW, AS WELL AS FLOORS AND WALLS THAT ARE HIDDEN BY FLOOR COVERINGS, WALLS HANGINGS, FURNITURE, CABINETS AND/OR PERSONAL POSSESSIONS ARE NOT INCLUDED IN THIS REPORT. OUR INSPECTION IS LIMITED TO THE CONDITIONS WHICH ARE VISIBLE AND ACCESSIBLE AT THE TIME OF THE INSPECTION. NO GUARANTEES ARE IMPLIED OR EXPRESSED FOR CONDITIONS WHICH MAY BECOME APPARENT AFTER THE DATE OF THIS INSPECTION.

***NOTICE:** IF ANYONE OTHER THAN R. J. CLARK AND COMPANY PERFORMS THE REPAIRS AS OUTLINED IN THIS REPORT, A REINSPECTION OF THE REPAIRS WILL BE PERFORMED BY THIS COMPANY IF REQUESTED BY THE SAME PERSON ORDERING THE ORIGINAL REPORT WITHIN *FOUR MONTHS* OF THE ORIGINAL REPORT. THE COST OF THE REINSPECTION WILL NOT EXCEED THE COST OF THE ORIGINAL INSPECTION. IT SHOULD BE UNDERSTOOD THAT IN SOME CASES DAMAGE MAY EXTEND BEYOND REPAIRS OUTLINED IN THE REPORT. IF R. J. CLARK AND COMPANY PERFORMS REPAIRS, WE WILL ASSUME RESPONSIBILITY FOR SUCH ADDITIONAL REPAIRS. IF REPAIRS ARE TO BE PERFORMED BY OTHERS, THEY MUST ASSUME LIABILITY FOR SUCH ADDITIONAL WORK. THIS DOES NOT APPLY TO FURTHER INSPECTIONS RECOMMENDED. THIS COMPANY WILL REINSPECT BUT NOT APPROVE WORK PERFORMED BY OTHERS THAT HAS NOT BEEN FINALED BY THE LOCAL BUILDING DEPARTMENT. ALTHOUGH THIS COMPANY WILL REINSPECT WORK PERFORMED BY OTHERS, WE OFFER NO GUARANTEES FOR THE QUALITY OF WORKMANSHIP OR MATERIALS USED BY OTHERS.

IF R.J. CLARK AND COMPANY IS NOT AUTHORIZED TO PERFORM WORK AS OUTLINED IN THIS REPORT WITHIN FOUR MONTHS OF THE DATE OF THE INSPECTION, A NEW INSPECTION AND REPORT WILL BE REQUIRED. ALL WORK PERFORMED BY THIS COMPANY WILL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF COMPLETION WITH THE EXCEPTION OF PLUMBING REPAIRS AND CAULKING, GROUTING OR SEALING WHICH WILL BE GUARANTEED FOR THIRTY DAYS.

***NOTICE:** ONLY A LICENSED PEST CONTROL FIRM MAY APPLY CHEMICALS FOR THE TREATMENT OF ANY WOOD DESTROYING ORGANISMS, INCLUDING FUNGICIDES (S.A. BILL NO. 1127. FOR EXCEPTIONS SEE SEC. 8555 & 8556 B&P CODE).

THIS WOOD DESTROYING PEST AND ORGANISM REPORT IS IN COMPLIANCE WITH THE STRUCTURAL PEST CONTROL ACT REPORT REQUIREMENTS (TITLE 16, CHAPTER 19, SEC. 1990, 1191 AND 1992). THIS INSPECTION AND REPORT IS LIMITED TO THE ABSENCE AND PRESENCE OF WOOD DESTROYING PESTS AND ORGANISMS OR CONDITIONS CONDUCIVE TO, AND TO MAKE RECOMMENDATIONS FOR CORRECTIONS WITH AN ITEMIZED PRICE QUOTE FOR REPAIRS ATTACHED.

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

R. J. CLARK AND COMPANY, INC.

TERMITE AND STRUCTURAL

6425 Sunnymere Ave.

Oakland, CA 94605

Phone (510) 638-7412 Fax (510) 638-7414

3RD PAGE OF THE STANDARD INSPECTION REPORT FOR THE PROPERTY**LOCATED AT:** 3422 REDHOOK LANE **CITY:** ALAMEDA**Report #**6945**Date:** 4/3/06

THIS IS A SEPARATED REPORT WHICH IS DEFINED AS SECTION I/SECTION II CONDITIONS EVIDENT ON THE DATE OF THIS INSPECTION. SECTION I CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATIONS OR INFECTION. SECTION II ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATIONS OR INFECTION 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 HIS INSPECTION AND CANNOT BE DEFINED AS SECTION I OR SECTION II.

THIS IS A LIMITED REPORT. THIS REPORT IS LIMITED TO THE INTERIOR OF UNIT #3422 AND THE INTERIOR OF THE GARAGE. THE EXTERIOR PORTIONS OF THE STRUCTURE AND THE DECKS WERE NOT INSPECTED NOR ANY OPINIONS RENDERED PERTAINING THE SAME. UPON REQUEST, A PRICE QUOTATION FOR INSPECTION OF THE EXTERIOR BUILDING WOULD BE RENDERED AFTER PERMISSION HAS BEEN GRANTED BY THE HOMEOWNER'S ASSOCIATION.

#8 GARAGES**SECTION I**

8A FINDING: Fungus damage was noted to the rear garage door jambs and door.

RECOMMENDATION: Remove existing door and jambs. Install a pre-hung exterior grade door and prime paint new door one coat of white primer.

#10 OTHER-INTERIOR**SECTION I**

10A FINDING: Fungus damage was noted to the master bathroom door framing. This damage extends into the floor covering. It also extends into the wall framing behind the cultured marble stall shower.

RECOMMENDATION: Remove the existing door frame. Strip the existing floor. Remove existing shower door enclosure. We would remove the cultured marble shower walls and the fiberglass pan. Cut away fungus damaged framing members encountered. Install a new fiberglass pan, new hardy backer and new ceramic tile, color and style of owner's choice at the shower area. Install a new safety tempered glass door enclosure. At which time the stall shower has been completed we would install new subflooring, new underlayment and new flat lay linoleum at the floor area. The door jamb would be replaced. All disturbed wall surfaces would be prime painted one coat of white primer.

Note: R.J. Clark and Company allows \$3.50 per square foot for ceramic tile. Should tile selected exceed this allowance, this would be considered an upgrade and any additional cost would be the responsibility of the person selecting the tile.

**R.J. Clark and Company allows \$17.50 per square yard for linoleum. Should linoleum selected exceed this allowance, this would be considered an upgrade and any additional cost would be the responsibility of the person selecting the linoleum.*

R. J. CLARK AND COMPANY, INC.

TERMITE AND STRUCTURAL

6425 Sunnymere Ave.

Oakland, CA 94605

Phone (510) 638-7412 Fax (510) 638-7414

4TH PAGE OF THE STANDARD INSPECTION REPORT FOR THE PROPERTY**LOCATED AT:** 3422 REDHOOK LANE **CITY:** ALAMEDA**Report #6945****Date:** 4/3/06**#10 OTHER-INTERIOR (CONT'D)****SECTION II**

10B FINDING: The hall bathroom was inspected. I noted the floor to have been carpeted. I pulled back the carpet and inspected the linoleum floor covering below the carpet. No fungus damage was noted.

RECOMMENDATION: Owner or parties of interest should keep this area sealed and maintained as needed to help prevent future intrusion and decay from occurring.

SECTION II

10C FINDING: The tub/shower walls at the hall bathroom were inspected. This area is showing signs of some wear and deterioration where the cultured marble wall covering abuts the bathtub with missing sealant.

RECOMMENDATION: Owner should reseal this area and keep it maintained as needed to help prevent future intrusion and decay from occurring.

SECTION I

10D FINDING: The shelf below the downstairs half bathroom sink was noted to be moisture damaged. This is due to a past leak. No current leakage was noted at the time of this inspection.

RECOMMENDATION: Remove this damaged shelf and install a new shelf to eliminate this condition.

In my opinion item 10A would require a building permit.

This is a wood destroying pest and organism report and pertains to conditions relating to such. I render no opinions pertaining to the electrical, plumbing, mechanical components and/or the roof covering of the structure. Information pertaining to the conditions of these items should be obtained from an appropriate licensed contractor or physical inspector.

R. J. CLARK AND COMPANY, INC.

TERMITE AND STRUCTURAL

6425 Sunnymere Ave.

Oakland, CA 94605

PHONE (510) 638-7412 FAX (510) 638-7414

CONTRACT/WORK AUTHORIZATION

RECEIVED & READ

FOR THE PROPERTY

LOCATED AT: 3422 REDHOOK LANE

CITY: ALAMEDA

Report #6945

Date: 4/3/06

ITEMIZED COST OF REPAIRS AS OUTLINED IN OUR REPORT

SECTION	ITEMS
8A	\$1,185.00
10A	\$7,100.00
10D	\$ 300.00

SECTION	ITEMS
10B	OWNER
10C	OWNER

SECTION 1 ITEMS: \$8,585.00

TOTAL COST: \$8,585.00

TERMS OF CONTRACT

All price quotations are subject to our acceptance within (30) days. *R.J. CLARK AND COMPANY* reserves the right to adjust the cost should only partial items be authorized. If additional work other than that which is outlined in our report is required by City or local Building Departments, it will not be performed under this contract. An additional price quotation would be rendered for any required changes. The Building Department may require installation of smoke detectors or spark arresters. By signing this contract, *R. J. CLARK AND COMPANY* is guaranteed that smoke detectors and spark arresters will be installed by Buyer or Seller/Owner before completion of our work.

Payment is to be made in full to *R.J. CLARK AND COMPANY* upon demand and issuance of a Standard Notice of Work Completed and Not Completed. A service charge of 1 1/2% interest per month will be imposed on all over-due accounts. *Note: *R.J. CLARK AND COMPANY* reserves the right to request progress payments either from an escrow company or the individual (s) responsible for payment under this contract. If such payments are requested, they shall be disbursed as follows: 1/3 of the contract price is to be paid upon commencement of work, 1/3 of the contract price to be paid at the half-way point of completion (to be determined by *R.J. CLARK AND COMPANY*) and the final 1/3 will be due and payable upon completion of work and issuance of the Standard Notice of Work Completed and Not Completed. Should legal action be necessary to collect this sum, or any other portion thereof, *R. J. CLARK AND COMPANY* shall be entitled to reasonable attorney's fees and cost of litigation.

Although all reasonable care will be taken, in some cases landscaping may become damaged during the course of repair. In areas where work is to be performed, the owners should remove or trim vegetation to provide adequate access. *R.J. CLARK AND COMPANY* cannot be held responsible for replacement cost for any possible damage.

If for any reason this contract is terminated, person (s) authorizing the contract will be responsible for building permits purchased and/or any other expenses incurred by *R.J. CLARK AND COMPANY* prior to the date of cancellation.

MECHANIC LIEN LAW

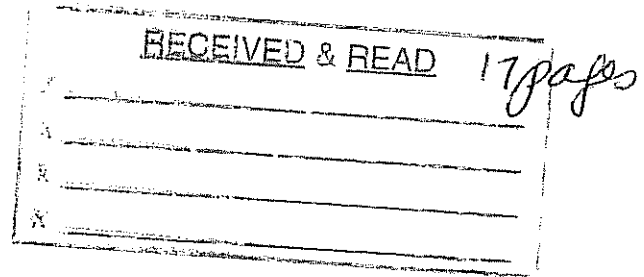
UNDER THE CALIFORNIA MECHANICS LIEN LAW ANY STRUCTURAL PEST CONTROL OPERATOR WHO CONTRACTS TO DO WORK FOR YOU, ANY CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY, BUT IS NOT PAID FOR HIS WORK OR SUPPLIES, HAS A RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT AFTER A COURT HEARING, YOUR PROPERTY COULD BE SOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE USED TO SATISFY THE INDEBTEDNESS. THIS CAN HAPPEN EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL IF THE SUBCONTRACTOR, LABORERS OR SUPPLIERS REMAIN UNPAID. TO PRESERVE THEIR RIGHT TO FILE A CLAIM OR LIEN AGAINST YOUR PROPERTY, CERTAIN CLAIMANTS SUCH AS SUBCONTRACTORS OR MATERIAL SUPPLIERS ARE REQUIRED TO PROVIDE YOU WITH A DOCUMENT ENTITLED "PRELIMINARY NOTICE." GENERAL CONTRACTORS AND LABORERS FOR WAGES DO NOT HAVE TO PROVIDE THAT 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.

SIGNATURE/OWNER	TELEPHONE	DATE
SIGNATURE/BUYER	TELEPHONE	DATE
BUYER'S AGENT	SELLER'S AGENT	
TITLE COMPANY	ESCROW OFFICER	ESCROW NO.
SCHEDULED CLOSE OF ESCROW DATE	ACCESS INFORMATION	
IF FUNDS ARE NOT BEING DISBURSED FROM AN ESCROW ACCOUNT, PLEASE INDICATE WHOM WE ARE TO BILL:		
SELLER	BUYER	OTHER



First American Title

2089 Rose Street
Berkeley, CA 94709



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
Buyer:	PRE SALE
Owner:	Powell
Property:	3422 Redhook Lane Alameda, CA 94502

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.

17 pages

Dated as of February 24, 2006 at 7:30 A.M.

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

Eagle Protection Policy (1998) (CLTA/ALTA Homeowner's Policy of Title Insurance) if the land described is an improved residential lot or condominium unit on which there is located a one to four family residence, or ALTA Owner's Policy (1992) with Regional Exceptions if the land described is an unimproved residential lot; ALTA Loan Policy (1992) with ALTA Endorsement-Form 1 Coverage with Eagle Protection Added.

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:

Sharon Powell, an unmarried woman

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, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.
4. Any and all offers of dedication, conditions, restrictions, easements, fenceline/boundary discrepancies, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description.

5. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded MARCH 09, 1973 as BOOK/REEL 3359, PAGE/IMAGE 947 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, marital status, ancestry, disability, handicap, familial status, national origin, source of income (as defined in California Government Code 12955(p)), to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Note: You may wish to contact the homeowners association referred to in the above document for information regarding assessments, transfer requirements or other matters.

6. A deed of trust to secure an original indebtedness of \$136,000.00 recorded AUGUST 12, 2003 as INSTRUMENT NO. 2003470180 of Official Records.

Dated: AUGUST 01, 2003

Trustor: SHARON POWELL, AN UNMARRIED WOMAN

Trustee: FIRST HORIZON HOME LOAN CORPORATION

Beneficiary: FIRST HORIZON HOME LOAN CORPORATION

INFORMATIONAL NOTES

1. Taxes for proration purposes only for the fiscal year 2005-2006 (SECURED).
First Installment: \$2,528.10, PAID
Second Installment: \$2,528.10, PAID
Tax Rate Area: 21-000
APN: 074-1075-180
2. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence known as 3422 Redhook Lane, Alameda, California.
3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
4. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
5. Short term rate applies.

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

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.

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.

Code Area No. 21-000

Scale: 1"=100'

TRACT 2833 (Bk. 52 Pg.95)

TR.1155(Bk.35 Pg.60)

TR.3422 (Bk. 77 Pg.69)

TR.4772 127/29

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT BE COMPARED WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

Formerly: Pac Bk. 1032, 1051.

: A.C.H.

References

IND 2
HPN 231